

# Our Customer Terms

## Cloud Services – Telstra Edge



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# Our Customer Terms

## Cloud Services – Telstra Edge

Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#).

### 1 ABOUT THE TELSTRA EDGE SECTION

- 1.1 In addition to this Telstra Edge section of Our Customer Terms, unless we agree otherwise, the following terms also apply:
- (a) General Terms of Our Customer Terms (see <http://www.telstra.com.au/customer-terms/business-government/index.htm>); and
  - (b) General Terms of the Cloud Services section (see <https://www.telstra.com.au/customer-terms/business-government#cloud-services>); and
  - (c) other parts of the Cloud Services section, depending on the nature of the products and services that you receive from us.
- 1.2 For an explanation of the interrelationship between the various sections of Our Customer Terms see clause 1 of the General Terms of the Cloud Services section at the link above.

### 2 TELSTRA EDGE

#### What is Telstra Edge?

- 2.1 Telstra Edge is an edge compute solution that enables cloud and computing resources to be distributed to the edge of our network. It comprises the following:
- (a) subscription for the relevant Edge Device;
  - (b) access to Cloud Services which are compatible with your Edge Device subscription (and such Cloud Services are ordered and provided separately under separate terms);
  - (c) agreed design and deployment services provided by Telstra Purple;
  - (d) access to a Cloud Services Portal;
  - (e) access to certain optional edge value add services, such as network connectivity, that we make available in connection with Telstra Edge;
  - (f) support services; and
  - (g) if applicable and selected in your Application Form, Dedicated Network Edge (see section 6 below for more details),

as selected and ordered through the Cloud Services Portal and any applicable Application Form and Statement of Work, and as further described in this section of Our Customer Terms.

#### Pre-requisites

- 2.2 Telstra Edge is available to eligible customers who also have and maintain the following service pre-requisites:
- (a) one of the following Telstra connectivity services (which can be ordered together with Telstra Edge if necessary):



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- (i) Telstra Internet Direct, with speed (Mb/s) as recommended by us in your Telstra Edge site validation; or
    - (ii) Enterprise Wireless: 5G Enterprise Wireless (EW) or 5G Enhanced Enterprise Wireless (EEW); and
  - (b) a Cloud Service subscription via Telstra (which can be created as part of the Telstra Edge ordering process if necessary).
- 2.3 Any time you fail to maintain the service pre-requisites, then we may suspend or cancel your Telstra Edge service.
- 2.4 Our supply of the Telstra Edge service to you is also subject to the successful completion of a site validation process, which we will undertake in relation to your site(s).

### 3 EDGE DEVICE

#### General

- 3.1 The **Edge Device** is a hardware device that provides localised access to cloud services such as computing, storage, networking, applications, and tools. The Edge Device can be deployed at your site or our network site, based on your requirements (as agreed between you and us in writing). Your Telstra Edge Device can be either:
- (a) a Microsoft Azure Edge Device; or
  - (b) an AWS Edge Device.

#### Microsoft Azure Edge Device

- 3.2 The Microsoft Azure Edge Device is a server that acts as a localised cloud computing infrastructure instance and a storage gateway. It enables hosting of applications and services, data storage and can facilitate data transfers to and from your Microsoft Azure service, and can be installed at your site or at our network site.
- 3.3 Additional details and technical specifications for the applicable Azure Edge Device are available at [Azure Stack Edge | Microsoft Azure](#).
- 3.4 The Microsoft Azure Edge Device is available on a subscription basis. You do not own the Microsoft Azure Edge Device and it must be returned to Microsoft at the conclusion of your service, in accordance with your agreement with Microsoft (including applicable 'use rights' in that agreement). Delivery, return, damage, and non-return fees apply.
- 3.5 Use of the Microsoft Azure Edge Device is subject to the terms that govern the Microsoft Azure services, including additional terms specific to the device, which are available here: <https://www.microsoft.com/licensing/terms/product/StorageArrayandAzureDataBoxTerms/all>.
- 3.6 If you choose a Microsoft Azure Edge Device in connection with your Telstra Edge service, you must order and purchase that Microsoft Azure Edge Device through the Microsoft Azure Portal.
- 3.7 Delivery of the Microsoft Azure Edge Device typically takes between 4-6 weeks. We will provide you an estimate of your delivery time frame, but cannot guarantee to deliver by any particular time.

#### AWS Edge Device



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- 3.8 The AWS Edge Device is a server which provides localised access to AWS cloud services and marketplace applications. It enables hosting of applications and services, data storage and can facilitate data transfers to and from your relevant AWS region.
- 3.9 Additional details and technical specifications for the applicable AWS Edge Device are available at: [AWS Outposts servers | Amazon Web Services](#) and [AWS Snowball | Amazon Web Services](#).
- 3.10 If you choose an AWS Edge Device in connection with your Telstra Edge service:
- (a) you must order and purchase that AWS Edge Device through the AWS Portal; and
  - (b) the AWS Edge Device is supplied to you on the following terms;
    - (i) your separate AWS Services Agreement with AWS; and
    - (ii) your separate Agreement for Amazon Web Services with Telstra.

## 4 CLOUD SERVICES

### General

- 4.1 You will have access to one of the following Cloud Services (which are ordered and provided separately) based on the Edge Device you have taken up under clause 3:
- (a) Microsoft Azure Cloud Services, if you have a Microsoft Edge Device; or
  - (b) AWS Cloud Services, if you have an AWS Edge Device.

### Microsoft Azure Cloud Services

- 4.2 The Microsoft Azure services are provided to you in accordance with the [Microsoft Azure section of Our Customer Terms](#).
- 4.3 Without limiting the [Microsoft Azure section of Our Customer Terms](#), you acknowledge and agree that:
- (a) by placing an order with us for Microsoft Azure services, you accept the terms of the Microsoft Customer Agreement. For the avoidance of doubt, the Microsoft Customer Agreement regulates the relationship between you and Microsoft. You agree that acceptance of the terms of the Microsoft Customer Agreement is a condition of the use of the Microsoft Azure service; and
  - (b) a copy of your Microsoft Customer Agreement is available at <https://www.microsoft.com/licensing/docs/customeragreement>.

### AWS Cloud Services

- 4.4 The AWS Cloud Services are provided to you in accordance with:
- (a) your separate AWS Services Agreement with AWS; and
  - (b) your separate Agreement for Amazon Web Services with Telstra.



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### 5 DESIGN AND DEPLOYMENT SERVICES

- 5.1 Design and deployment services are provided as a standard feature of Telstra Edge to assist in the implementation of the solution. Typically, these services will include:
- (a) Edge Device low level design (such as IP address design, Day 0 configuration);
  - (b) installation of the Edge Device at your premises;
  - (c) integration of the Edge Device into your environment to ensure connectivity to the applicable Cloud Service; and
  - (d) basic configuration and activation of the Edge Device.
- 5.2 However, the specifics of the design and deployment services we provide you will be agreed as part of a separate Statement of Work, and can include different or additional services.
- 5.3 Apart from the Statement of Work, the terms that apply to the design and deployment services are set out in the [Professional Services section of Our Customer Terms](#).
- 5.4 The design and deployment services cannot begin until your Edge Device has been delivered, and so we cannot provide a fixed date for the start of the design and deployment services.
- 5.5 In addition to the pre-requisites set out above, you acknowledge that you are responsible for providing a suitable space, and any pre-requisite power, connectivity, cabling and wiring within your premises in order to deploy Telstra Edge. If these are not able to support your new services, you will be responsible for the costs involved in correcting problems.

### 6 DEDICATED NETWORK EDGE – EARLY ACCESS

#### Features

- 6.1 If you have selected the Dedicated Network Edge option, we will host your Edge Device in a Telstra Network Edge location. Dedicated Network Edge comprises the following:
- (a) installation and hosting of the Edge Device in a Telstra Network Edge location (**Hosted Edge Device**);
  - (b) rack space, redundant power and cooling for the Hosted Edge Device; and
  - (c) connectivity for the Hosted Edge Device via:
    - (i) standard Internet connectivity; or
    - (ii) an existing or separate IP VPN service (either Business IP or Business IP Adapt),as selected in your Application Form. You may also choose to have standard Internet connectivity as well as an IP VPN service if selected in your Application Form. Your IP VPN service (if applicable)



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must be ordered and is supplied to you under a separate agreement with us.

### Roles and Responsibilities

6.2 Our and your responsibilities in relation to Dedicated Network Edge are set out in the table below:

Responsibility	Customer	Telstra
Edge Device Hosting (rack-space, power, cooling)		✓
Connectivity Services (Internet or IP VPN)		✓
Installation and activation of the Edge Device.		✓
Physical security of the Edge Device location, including physical access to the Edge Device.		✓
Deployment and management of any applications and Azure services that run on the Edge Device.	✓	
Digital security of the Edge Device (including operating system, applications that run on the Edge Device, data that resides on the Edge Device and access to and from the Edge Device using the Internet).	✓	

6.3 You acknowledge and agree that we are not responsible or liable to you in relation to any damage to, or destruction or loss of, the Edge Device except to the extent such damage, destruction or loss arises from our negligence, wilful misconduct, or failure to provide adequate cooling or physical security for the Edge Device.

### Availability

6.4 Dedicated Network Edge is only available if you Edge Device is a Microsoft Azure Edge Device. It is not available with AWS Edge Devices.

### Term and termination

6.5 Dedicated Network Edge is provided on a month-to-month basis.

6.6 If you have selected an IP VPN service in connection with your Dedicated Network Edge service and that IP VPN service is cancelled or terminated for any reason, your Dedicated Network Edge service will be automatically terminated.

6.7 If your Dedicated Network Edge service is terminated or cancelled for any reason, your Telstra Edge service will be automatically terminated.

### Early Access

6.8 Unless expressly agreed otherwise between you and us, Dedicated Network Edge and its functionalities and features are provided on an early access basis (**Early Access Service**), which means that we may change the functionality and features of the Dedicated Network Edge, including by introducing a new version of Dedicated Network Edge.

6.9 You acknowledge and agree that:



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- (a) the purpose of granting you access to an early access version of Dedicated Network Edge is to provide you with an opportunity to:
  - (i) evaluate the Early Access Service features and functionality and their suitability against your objectives, and to provide us with feedback on enhancements that you feel would be beneficial to future service offerings; and
  - (ii) provide feedback in relation to the user experience and any improvements we should consider;
- (b) we will advise you if there are any additional charges or restrictions associated with the features or functionality of the Early Access Service at the time we invite you to trial them;
- (c) the features and functionality of the Early Access Service are confidential to us, and you must not disclose information about such features and functionality to any person without our prior written consent, except to your employees on a 'need to know' basis;
- (d) our supply of the Early Access Service to you does not imply any commitment by us to you to sell, licence or lease the any specific features or functionality to you on a commercial basis and any decision to offer a commercial version of those features and functionality depends on the outcome of the testing of the Early Access Service and a final decision by us to proceed with such an offering;
- (e) the Early Access Service is not an officially released Telstra service and as such, may have limited or different capability to the full commercial version;
- (f) the Early Access Service, including technical support for the Early Access Service, is provided on a "reasonable efforts" basis only and we do not guarantee that the Early Access Service will be continuous or fault free, or that we will fix and/or modify the Early Access Service in the event of an issue or defect;
- (g) you must not use the Early Access Service:
  - (i) for any purpose or activity that is critical to your business, systems, organisation or customers; or
  - (ii) to store or process any PCI-DSS related data or information, or any data or information that is not backed-up or available in a different location or system; and
- (h) any data collected by us related to our supply and your use of the Early Access Service may be used by us to evaluate the Early Access Service and for our internal planning, internal marketing or product development purposes and you consent to such use.

### 6.10 If we release a new version of the Early Access Service:

- (a) we will notify you that a new version of the Early Access Service is available;



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- (b) if you agree to migrate to the new version of the Early Access Service, we will migrate your Dedicated network Edge to the new version of the Early Access Service; and
- (c) if you do not want to migrate to the new version of the Early Access Service, your Early Access Service will be automatically terminated one month after the new version became available.

### **Fees and charges**

- 6.11 The fees and charges for Dedicated Network Edge are set out in your Application Form for your Telstra Edge service.

## **7 OPTIONAL EDGE VALUE ADDED SERVICES**

- 7.1 Telstra Edge can be enhanced with additional optional services like connectivity, networking, professional services (in addition to the design and deployment services that form part of your Telstra Edge service) or managed services. We will provide more information about available services on request.
- 7.2 Any additional service(s) you take in connection with Telstra Edge are subject to the separate terms that apply to that service, as notified to you separately when you acquire the relevant service(s).

## **8 SUPPORT SERVICES**

Telstra Edge includes service assurance and support using the Telstra Cloud Service Desk and:

- (a) for Microsoft Azure Edge Devices and Microsoft Azure Cloud Services the Microsoft Premier Support model. Details of these are set out in the [Microsoft Azure section of Our Customer Terms](#); and
- (b) for AWS Edge Devices and AWS Cloud Services, the support services provided to you by AWS under your AWS Services Agreement.

## **9 FEES AND BILLING**

- 9.1 The fees and charges for Telstra Edge comprise:
- (a) subscription fees for the Edge Device;
  - (b) fees for the agreed professional services;
  - (c) if applicable, the fees and charges for Dedicated Network Edge;
  - (d) one-off or upfront charges if certain events occur or certain services are used, including:
    - (i) shipping and delivery for your Edge Device; or
    - (ii) if the Edge Device is damaged or is not returned; and
  - (e) ongoing usage-based charges for use of the Cloud Services,
- and are set out in:
- (f) if you are using a Microsoft Azure Edge Device, the [Azure Pricing Plan](#);





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- (g) if you are using an AWS Edge Device, in the AWS Portal;
- (h) for professional services, in the relevant Statement of Work; and
- (i) for Dedicated Network Edge, in your Application Form.

9.2 You are required to pay the fees and charges when invoiced by us.

9.3 We will generally bill you as follows:

- (a) if you are using a Microsoft Azure Edge Device, we will bill you for Telstra Edge and related Microsoft Azure Cloud Services consumed via a CSP subscription monthly in a single Azure bill; and
- (b) if you are using an AWS Edge Device, we will bill you for Telstra Edge and related AWS Cloud Services monthly in a single AWS bill.

9.4 Telstra Purple professional services and Dedicated Network Edge are billed separately to the Azure or AWS (as applicable) bill.

## 10 TERM

### Microsoft Azure Edge Device and Cloud Services

- 10.1 Subject to clause 10.2, you must subscribe to the relevant Microsoft Azure Edge Device subscription and Microsoft Azure Cloud Services on a casual (month-to-month) basis.
- 10.2 If applicable, you may subscribe to Microsoft Azure Edge Device subscription and Microsoft Azure Cloud Services for a fixed minimum term of greater than one month in order to receive a special price or discount made available by us.
- 10.3 Unless you or we cancel your Microsoft Azure subscription on 48 hours' notice prior to expiry, your subscription will automatically renew on a monthly basis. This does not apply to a fixed minimum term agreed under clause 10.2 (unless we specify or agree otherwise).

### AWS Edge Device and Cloud Services

- 10.4 The term for your AWS Edge Device subscription and AWS Cloud Services is as selected in ordering process, and as per your separate AWS Services Agreement.

### Early Termination Charges

- 10.5 No early termination charges will apply in relation to a Microsoft Azure Edge Device (unless we specify otherwise or you have committed to a minimum term to receive a special price or discount made available by us). However, delivery, return, damage, and non-return fees apply.
- 10.6 Applicable early termination charges (if any) for your AWS Cloud Services and AWS Edge Device are set out in your AWS Services Agreement.

## 11 SPECIAL MEANINGS

The following words have the following special meanings in this Telstra Edge section:

**Agreement for Amazon Web Services with Telstra** means the agreement and terms available at <https://www.telstra.com.au/customer-terms/business-government/aws-terms>.



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**AWS** means Amazon Web Services Inc and any of its affiliates or the AWS contracting party identified under the AWS Services Agreement for the AWS Services.

**AWS Portal** is a web portal that enables you to manage your AWS account, including ordering your AWS Edge Devices and any AWS Cloud Services you intend to use with your AWS Edge Device(s). We will notify you the details of the AWS Portal from time to time. The terms that apply to your use of the AWS Portal are set out in the AWS Portal.

**AWS Cloud Services** are cloud-based products available to purchase via your AWS account through the AWS Portal. To run an AWS Cloud Service on Telstra Edge, the service needs to be compatible with the AWS Edge Device.

**AWS Edge Device** means any of the supported AWS edge devices that you purchase in connection with the Telstra Edge service, as contemplated in this section of Our Customer Terms.

**AWS Services Agreement** has the meaning given to it in the Agreement for Amazon Web Services with Telstra (as defined above).

**Edge Device** has the meaning given to it in clause 3.1.

**Cloud Services** means the AWS Cloud Services or Microsoft Azure Cloud Services, as applicable.

**Cloud Services Portal** means, as applicable:

- (a) if have chosen a Microsoft Azure Edge Device, the Cloud Sight Portal together with the Microsoft Azure portal; or
- (b) if you have chosen an AWS Edge Device, the AWS Portal.

**Cloud Sight Portal** is a web-based user portal that enables the purchase, deployment and management of Telstra cloud services, including Telstra Edge, through a single portal. There is no charge for the use of Cloud Sight Portal. We will notify you the details of the Cloud Sight Portal from time to time. The terms that apply to your use of Cloud Sight Portal are set out at [Cloud Sight section of Our Customer Terms](#).

**Microsoft** means Microsoft Regional Sales Corporation or a successor or assign.

**Microsoft Azure** means any one of the Microsoft Azure services that you purchase in connection with Telstra Edge (including the Microsoft Azure Edge Device).

**Microsoft Azure Cloud Services** are cloud-based products available to purchase via your Azure CSP subscription through the Microsoft Azure Portal. To run a Microsoft Azure Cloud Service on Telstra Edge, the service needs to be compatible with the Microsoft Azure Edge Device.

**Microsoft Azure Edge Device** means any of the supported Microsoft Azure edge devices that that are made available by Telstra and that you purchase in connection with Telstra Edge.

**Microsoft Azure Portal** is a web portal that enables you to manage your Microsoft Azure CSP subscription, including ordering your Microsoft Azure Edge Devices and any Microsoft Azure Cloud Services you intend to use with your Microsoft Azure Edge Device(s).

**Microsoft Customer Agreement** means the Microsoft customer agreement between you and Microsoft, including the 'Use Rights' for Microsoft products and



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services incorporated into that agreement, the terms of which you accept as a condition of using a Microsoft cloud service and which governs your use of the Microsoft Azure services (including the Microsoft Azure Edge Device).