



# OUR CUSTOMER TERMS TELSTRA SECURE FOR BUSINESS

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# OUR CUSTOMER TERMS

## TELSTRA SECURE FOR BUSINESS

### 1 APPLICABLE TERMS

- 1.1 This is the Telstra Secure for Business section of Our Customer Terms.
- 1.2 Unless you have a separate agreement with us which excludes them, the [General Terms of Our Customer Terms](#) apply to the provision of Telstra Secure for Business services.
- 1.3 Certain words are used with the specific meanings set out in this section or in the General Terms of Our Customer Terms.
- 1.4 If the General Terms of Our Customer Terms are inconsistent with something in this Telstra Secure for Business section, then this Telstra Secure for Business section applies instead of the General Terms to the extent of the inconsistency.
- 1.5 If a provision of this Telstra Secure for Business section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### 2 TELSTRA SECURE FOR BUSINESS

- 2.1 Telstra Secure for Business is a collection of security services designed to restrict malicious or unwanted data traffic in or out of your network.
- 2.2 Telstra Secure for Business has the following offerings powered by the Zscaler Zero Trust Exchange™:
  - (a) **Zscaler Internet Access (ZIA):** Offering protection for users against advanced threats and data loss.
  - (b) **Zscaler Private Access (ZPA):** Connecting users to private apps, services, and devices through a zero-trust network access (ZTNA) platform.
  - (c) **Zscaler Premium Support:** A service designed to provide enhanced technical support and faster response times for Telstra Secure for Business customers. It provides:
    - (i) expedited response times with 24/7 access to technical support;
    - (ii) direct access to senior technicians; and
    - (iii) regular updates and reviews to keep customers informed about service issues, usage reports, and trends.
- 2.3 Telstra Secure for Business services are not available to Telstra Wholesale customers, Telstra International customers or for resale.

### 3 GENERAL

- 3.1 Other than as expressly stated in this section, we do not monitor or manage any of your other services, including any of your other products or services as part of your Telstra Secure for Business service.
- 3.2 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will use due care and skill to provide the Telstra Secure for Business service, but we do not promise or guarantee that your Telstra Secure for Business service will prevent or detect all unauthorised access or breaches to/from your network.



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- 3.3 You will be given control over your security configuration and policies. If you configure and manage your Telstra Secure for Business service in such a manner that causes disruption to your service and/or deletion of any of your data, you will be responsible for any loss that you suffer as a result. You may request our assistance to remedy any such data issues, and if we agree to assist, that will be via a separate Professional Services engagement (on separate terms).
- 3.4 You acknowledge and agree that we, and the third-party vendors, will need to have management access to your Telstra Secure for Business service to perform any installation, configuration, monitoring or other tasks that are necessary to supply the service to you.

#### **Zscaler End User Subscription Agreement and flow-through terms**

- 3.5 Your use of any Zscaler software as part of a Telstra Secure for Business service is subject to your acceptance of and compliance with the Zscaler end user subscription agreement ("**EUSA**"), a copy of which can be found at: <https://www.zscaler.com/legal/end-user-subscription-agreement>.
- 3.6 You must:
- (a) use the Telstra Secure for Business service solely for your internal business purposes and in accordance with this agreement, the relevant Telstra Secure for Business documentation and all applicable laws and regulations;
  - (b) only permit access to and use of the Telstra Secure for Business service by your authorised users and be responsible for your authorised users' use of the Telstra Secure for Business service;
  - (c) use your best endeavours to protect any Telstra Secure for Business login credentials against misuse and notify us of the need to suspend or change such credentials promptly after becoming aware of that need; and
  - (d) not access or use the Telstra Secure for Business service from an embargoed nation, including without limitation, Cuba, Iran, North Korea, Syria, Sudan, Crimea Region of Ukraine, or any other country/region that becomes an embargoed nation, in violation of U.S. trade and economic sanctions.
- 3.7 You must not, and must ensure that your authorised users do not:
- (a) rent, lease, reverse engineer, decompile or disassemble the Telstra Secure for Business service;
  - (b) modify, copy, display, republish or create derivative works based on the Telstra Secure for Business service or documentation;
  - (c) access or use the Telstra Secure for Business service in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Telstra Secure for Business service;
  - (d) use the Telstra Secure for Business service to send spam or otherwise duplicative or unsolicited messages in violation of any applicable laws and/or regulations;
  - (e) use the Telstra Secure for Business service to send infringing, obscene, threatening, libelous, or otherwise unlawful material;
  - (f) use the Telstra Secure for Business service to access blocked services in violation of



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- any applicable laws and/or regulations;
- (g) upload to the Telstra Secure for Business service or use the Telstra Secure for Business service to send or store viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
  - (h) use the Telstra Secure for Business service to run automated queries to external websites;
  - (i) interfere with or disrupt the integrity or performance of the Telstra Secure for Business service or the data contained therein;
  - (j) attempt to gain unauthorized access to the Telstra Secure for Business service or its related systems or networks;
  - (k) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Telstra Secure for Business service;
  - (l) perform penetration or load testing on the Telstra Secure for Business service or Zscaler's cloud without the prior written consent from Zscaler and agreeing to certain conditions and requirements for such penetration or load testing; or
  - (m) without the express prior written consent from Zscaler, conduct any public benchmarking or comparative study or analysis involving the Telstra Secure for Business service.

### Anti-bribery compliance

- 3.8 You must ensure that neither you nor any party acting on your behalf (including your subsidiaries, agents, directors or employees (collectively, "**Affiliates**") have taken or will take any action that might cause Zscaler or Telstra to violate the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the OECD Convention on Anti-Bribery, the United Kingdom Bribery Act of 2010 ("**Bribery Act**"), or any other applicable anti-bribery laws or international anti-bribery standards. Specifically, you and your Affiliates will not (directly or indirectly) authorize, offer, give, or agree to offer or give any payment, loan, gift or anything of value to influence: (1) a person to act in breach of an expectation of good faith, impartiality or trust in order to gain any advantage in connection with any transaction related to this Agreement; or (2) any Government Official to make a decision or take an action to gain any advantage in connection with any transaction related to this Agreement.
- 3.9 In the event we or Zscaler have reason to believe that a breach of clause 0 has occurred or will occur, we or Zscaler may:
- (a) retain an independent third-party which will have the right and your full cooperation to conduct an audit of your records to determine if a breach has occurred;
  - (b) without penalty, suspend further delivery of the Telstra Secure for Business service until such time as we or Zscaler have received confirmation to Zscaler's and our satisfaction that no breach has or will occur; and/or
  - (c) terminate your Telstra Secure for Business service immediately.

You will indemnify and hold Telstra and Zscaler harmless against any and all expenses (including reasonable legal fees on a party-party basis), claims, losses or damages directly arising from or directly related to any breach of clause 3.8 or the cancellation of the Agreement for breach of clause 3.8. This indemnity does not apply to the extent the relevant



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expense, claim, loss or damage was caused or contributed to by Telstra or Zscaler.

- 3.10 Upon our or Zscaler's request, you and your Affiliates will complete and return a certification of compliance, in a form acceptable to Zscaler in its sole discretion, that you and your Affiliates have complied with clause 3.9 and have read, understand, and agreed to comply with the relevant anti-corruption policies. You will notify your Affiliates of the requirements of clause 3.9 and provide anticorruption training to your Affiliates.

### User Interface

- 3.11 We may provide you with access to an online user interface to configure, manage or request reports on your Telstra Secure for Business service ("**User Interface**"). If required, we will provide you with means of authentication to enable you to access the User Interface.

### Fees

- 3.12 If you acquire your Telstra Secure for Business service for a 12-month term, we will charge you the fees for the service in advance at the start of the term.
- 3.13 If you acquire your Telstra Secure for Business service for a 36-month term, we will charge you the fees for the service each 12-month period in advance.
- 3.14 We may change the fees for the Telstra Secure for Business service from time to time in accordance with clause 3.22, but for any subscriptions you have on foot at the date of the change, the change will only take effect at the expiry of the Minimum Term for those subscriptions.

### Term

- 3.15 We provide your Telstra Secure for Business service for the period you nominate in your application form, unless terminated earlier in accordance with this clause ("**Minimum Term**").
- 3.16 Your Telstra Secure for Business service will expire at the end of the term.

### Termination

- 3.17 If you or we terminate or downgrade your Telstra Secure for Business service during the 36-month term for any reason other than our material breach you have to pay us the early termination charges for that Telstra Secure for Business service.
- 3.18 The early termination charges for the Telstra Secure for Business service are calculated as follows:

$$ETC = (A \times B) \times 100\%$$

where:

A = number of months remaining in 36-month term for the terminated service (as set out in your application form)

B = the monthly charge for the terminated service (as set out in your application form)

- 3.19 You acknowledge the early termination charges are a genuine pre-estimate of the loss we would suffer if you terminated early.



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- 3.20 We can terminate any or all of your Telstra Secure for Business services if you cause a defect or Incident by accidental damage, or improper or negligent use of the equipment or the network, or you don't allow us access to your Telstra Secure for Business service so we can maintain the currency of the firmware or software. You have to pay early termination charges if we terminate your Telstra Secure for Business service under this clause.
- 3.21 We may change or discontinue the Telstra Secure for Business services (in whole or in part):
- (a) if the third-party supplier changes or discontinues the services (in whole or in part), in which case we will try give you as much notice as possible (dependent on the notice provided to us by the third-party supplier);
  - (b) if the third-party supplier withdraws our right to resell the services; or
  - (c) on 30 days notice to you.

You do not have to pay early termination charges if we terminate under this clause.

### Annual CPI Adjustment

- 3.22 Subject to clause 3.14, we may increase the Telstra Secure for Business service prices as follows:
- (a) The prices for the service will remain fixed during the first 12 months from the commencement of the Minimum Term ("**Start Date**").
  - (b) At any time after the first 12 months, we may, by giving you reasonable advance notice, increase the prices for the service by a percentage amount no greater than the lower of either 1) 5%; or 2) CPI (rounded to the nearest dollar), provided that we only exercise this price increase right no more than once in any 12-month period.
  - (c) In this clause, CPI means the percentage annual change in the Consumer Price Index All Groups weighted average for the 8 capital cities as published by the Australian Bureau of Statistics (ABS) immediately before the date of our price increase notice.

### Your Responsibilities

- 3.23 You are responsible for ensuring that you comply with the licence terms of any software (such as application software or operating system) which you install or use in connection with your Telstra Secure for Business service.
- 3.24 You agree and acknowledge that all policy configurations, remain your sole responsibility. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you further acknowledge and agree that we accept no liability whatsoever, either consequential or direct that may arise from those policy configurations.
- 3.25 You must ensure you provide us with your most current details at all times, so that you can retain access to the Telstra Secure for Business portal.
- 3.26 We need you to provide various inputs and do various things in order for us to perform the Telstra Secure for Business setup. We will capture these as part of the onboarding process and will not be able to commence setup until you have provided them to us.
- 3.27 You have to provide all materials and inputs by the dates specified in your application form or, where no dates are specified, when we tell you.



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- 3.28 You have to maintain the firmware and software on your equipment (whether you own it or buy or rent it from us) to a currency of no less than 2 versions behind the latest production release of the relevant firmware or software (i.e. n-2).
- 3.29 You understand that billing for this service will commence on activation of the Zscaler Secure Access Licences in the Telstra Apps Marketplace. Any additional licences you add to an existing contract are charged pro-rata based on the remaining period of the Minimum Term.
- 3.30 Once you have purchased a subscription, you may be required to install the Zscaler agent software on your devices in accordance with any instructions or documentation provided.
- 3.31 You understand that you are responsible for any such installation of software, even if you separately acquire Professional Services from us in connection with the configuration of your tenancy. Any such Professional Services will be provided to you under separate terms. If you do not install your software within a reasonable time, we reserve the right to cancel your service.
- 3.32 You are responsible for any required firewall changes if required to allow the Telstra Secure for Business services to communicate and operate correctly.

#### Professional Services

- 3.33 You must acquire Professional Services from us to configure your Telstra Secure for Business service. Professional Services will be provided on the terms of a separate agreement that you must execute at the same time as you acquire your Telstra Secure for Business service. You will only need to acquire the Professional Services for the licences you first acquire at the commencement of the Minimum Term, but not for subsequent licences, unless you acquire a new type of licence which you do not already receive (for example, if you add Zscaler Secure Private Access licence where you only have Zscaler Secure Internet Access licence), in which case you will need to acquire a new Professional Service in relation to those new licence types.

#### Start Date

- 3.34 You will be charged for your Telstra Secure for Business service with effect from the Start Date. The Start Date will commence from the date we activate your order in the Telstra Apps Marketplace ("**Activation Date**").
- 3.35 You acknowledge and agree that you will be charged for your Telstra Secure for Business service from the Activation Date.
- 3.36 In order to prepare for this, as soon as practicable following a request from us, you must:
  - (a) pre-install the applicable software to your devices; and
  - (b) provide us with all relevant configuration information,(together, "**Pre-Order Requirements**").
- 3.37 If you do not complete the Pre-Order Requirements, you will not have the full benefit of your Telstra Secure for Business service from the Start Date.

#### Eligibility

- 3.38 You can purchase one or more subscriptions for the Telstra Secure for Business services through the Telstra Apps Marketplace.



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- 3.39 To use the Telstra Apps Marketplace, you need an internet connection and need to create an account in that marketplace. You also need to meet any minimum system requirements required to use that marketplace.
- 3.40 The Telstra Apps Marketplace is part of the Cloud Services section of Our Customer Terms (available at <https://www.telstra.com.au/customerterms/business-government/cloud-services>) which governs your use of the Telstra Apps Marketplace.
- 3.41 You must separately acquire Professional Services from us to enable your Telstra Secure for Business service.

### **4 LIMITATIONS**

- 4.1 You acknowledge that you are responsible for providing us with information so that we can configure your Telstra Secure for Business service. Once we have provided you with your Telstra Secure for Business service, you will have the ability to change the configuration. You will be responsible for any changes to the configuration that you request or make.
- 4.2 If we provide you with a report as part of your Telstra Secure for Business service, then you acknowledge that the report should be used as a guide only. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we will not be responsible for loss which you suffer as a result of relying on the report.
- 4.3 You must not use the Telstra Secure for Business service in a way that is fraudulent, excessive or unreasonable, which includes using it in a manner that causes significant network congestion. If you do, we reserve the right to charge you and will notify you of any applicable charges.
- 4.4 This offering is available for customers with twenty to 1000 users.

### **5 TELSTRA SECURE FOR BUSINESS SERVICE LEVEL TARGETS**

#### **Service Level Targets**

- 5.1 We aim to meet the Service Level Targets for the Secure Internet Access (ZIA) and Secure Private Access (ZPA) as follows:
- (a) Service Availability;
  - (b) Latency; and
  - (c) Virus Capture rates.
- 5.2 The Service Level Targets apply as follows:
- (a) General Provisions for Service Level Targets
    - (i) In order for any of the Service Level Targets to apply:
      - (A) you must subscribe to the service that provides the applicable Service Level Target;
      - (B) your network must be properly configured pursuant to the Documentation, including but not limited to being configured on a 24 X 7 X 365 basis in a manner that allows you to take advantage of Zscaler's redundant global infrastructure; and





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- (C) for ZPA, at least two (2) Zscaler App Connectors are required at each of your sites connecting to the service.

The Service Level Targets do not apply to any errors or diminished performance that result from your abuse or misuse of the service or other behaviours that breach Our Customer Terms or separate agreement with you.

- (ii) The service will scan as much of the traffic downloaded as technically possible; however, it may not be possible to scan items that:
  - (A) are encrypted, encapsulated, tunnelled, compressed, modified from their original form for distribution;
  - (B) have product license protection; or
  - (C) are protected by the sender in ways that we cannot inspect (e.g., password protected).

The foregoing items 5.2(a)(ii)(A) through 5.2(a)(ii)(C) are excluded from the Service Level Targets.

- (iii) The Service Level Targets are targets only, and we do not guarantee to be able to meet them.

#### (b) Service Level Target for ZPA

We will aim to ensure the service is available 100% of the total hours during every month you use the service ("**ZPA Service Availability Target**"). Excluded Applications are not factored into the Service Availability computation.

#### (c) Service Level Target for ZIA

##### (i) ZIA Service Availability Target

We will aim to ensure the service will be available to accept your Transactions and Sessions 100% of the total hours during every month you use the service ("**ZIA Service Availability Target**"). Service Availability is computed as a ratio of the number of Transactions and Sessions processed by Zscaler in any affected calendar month on your behalf, to the number of Transactions and Sessions that should have been processed. Excluded ZIA Transactions and Sessions are not factored into this Service Availability computation.

##### (ii) ZIA Latency Target

We will aim to ensure that the service processes your Transactions and Data Packets with an average latency over a calendar month of 100 milliseconds or less for the 95th percentile of traffic ("**ZIA Latency Target**"). The ZIA Latency Target is only applicable to Qualified Transactions and Data Packets. The processing of Transactions and Data Packets is measured from when the Zscaler proxy receives the Transactions and Data Packets to the point when the Zscaler proxy attempts to transmit the Transactions and Data Packets.

##### (iii) ZIA Virus Capture Rate Target

We will aim to ensure the service captures 100% of all Known Viruses transmitted through the Transactions ("**ZIA Virus Capture Rate Target**").



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Virus Capture Rate is calculated by dividing the Transactions with Known Viruses blocked by the total Transactions with Known Viruses received by Zscaler on your behalf.

For the ZIA Virus Capture Rate Target to apply, you must utilise the Service in accordance with the recommended anti-virus settings on your user interface. Your systems are deemed to be infected if a Known Virus contained in a Transaction received through the service has been activated within your systems, either automatically or with manual intervention. In the event that Zscaler detects but does not stop a Known Virus, you agree to cooperate with Zscaler in order to identify and delete the item.

### (d) Support Service Levels

Support Services are available through Zscaler's online portal and Admin UI. Standard support provides helpdesk access only during business hours 8x5 based on your geography. Premium Support provides Zscaler helpdesk access 24 X 7 X 365. Upon reporting the incident (via phone, web form, or your administrative user interface (UI)), the incident will be assigned a unique Support ID number and such number must be used in all future correspondence until the incident is resolved. Standard Support is included in the Fees for the Products; Premium Support packages may be purchased by you for an additional Fee. If the helpdesk is not able to immediately help, the request for service will be logged and will be responded to according to the severity and Support levels below:

Zscaler Support	Standard	Premium
<b>Business Hours Access 8x5</b>	✓	✓
<b>Access 24 x 7 x 365</b>	✗	✓
<b>Phone / Web Portal / Admin UI</b>	✓	✓
<b>Online Training and User Guides</b>	✓	✓
<b>Support Experience Level</b>	Technical Support Engineer (Pool)	Technical Support Engineer (Pool)
<b>TAM Engagement (Weekly, Monthly, Quarterly)</b>	✗	✗
<b>TAM</b>	✗	✗
<b>Severity Levels</b>		
<b>P1 Response</b> – An issue that prevents operation of critical documented functions with high frequency or duration.	2hrs	30min
<b>P2 Response</b> – An issue that consistently prevents operation of non-critical documented functions or occasionally impacts critical documented functions or a critical issue for which a temporary work around has been provided.	4hrs	1hr
<b>P3 Response</b> – An issue that has some impact on administration, non-critical operation or other	12hrs	3hrs



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Zscaler Support	Standard	Premium
secondary functions or a major issue for which a temporary work around has been provided.		
<b>P4 Response</b> – The service is unaffected; you request product related technical advice or general information, and feature questions related to the Products.	48hrs	4hrs

5.3 The Service Levels under clause 5.2 may vary depending on whether you choose a premium Service Level for Secure Internet Access (ZIA) and Secure Private Access (ZPA).

### Scheduled & Emergency Maintenance

5.4 We may perform scheduled maintenance on your Telstra Secure for Business service, which may cause your services to be temporarily unavailable.

5.5 We aim (but do not guarantee) to give you reasonable notice before performing such scheduled maintenance. We can do this by posting information on the Telstra Secure for Business User Interface, or by sending an e-mail to the person you have nominated as your technical contact.

5.6 We reserve the right to instigate emergency security or maintenance procedures and updates, to address urgent or critical issues without notice, if required to protect our customers and the Telstra Secure for Business services.

## 6 SPECIAL MEANINGS

6.1 The following words have the following special meanings:

**Data Packet** means a unit of data made into a single Internet Protocol (IP) package that travels along a given network path.

**Government Official** means (i) both paid and unpaid government employees and officials of any government, or agency or instrumentality thereof; (ii) the employees and officials of any state-owned businesses (whether wholly or partially owned) or quasi-governmental instrumentalities; and (iii) any political party or official thereof or any candidate for political office.

**Excluded Applications** means your application(s) that are unavailable due to: (i) failure by your network to forward traffic to Zscaler; (ii) failure by an intermediate ISP (other than Zscaler’s direct ISP(s)) to deliver traffic to Zscaler; (iii) a customer-implemented policy change; (iv) Zscaler scheduled maintenance as posted on the Trust Portal; and/or (v) a ZPA Private Service Edge deployed in your network whereby Zscaler has no control of the operation and/or use of the ZPA Private Service Edge.

**Excluded ZIA Transactions and Sessions** means Transactions and Sessions that are not processed due to: (i) failure by your network to forward traffic to Zscaler; (ii) failure by an intermediate ISP (other than Zscaler’s direct ISP(s)) to deliver traffic to Zscaler; (iii) a customer-implemented policy change that causes Transactions and Sessions to drop; (iv) Zscaler scheduled maintenance as posted on the Trust Portal; (v) the internet traffic flowing through a ZIA Virtual Service Edge (also referred to as a “VZEN”) which is deployed in your network whereby Zscaler has no access to or control of the operation and/or use of the ZIA Virtual Service Edge; and/or (vi) local regulations which prevent Zscaler from processing



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traffic for authorised users in certain regions.

**Fees** means the fees for the Telstra Secure Business service as set out in the Application From.

**Incident** means a security event that we consider poses a real risk to your systems or environment.

**Known Virus** means a virus for which, at the time of receipt of content by Zscaler a signature has already been made publicly available for a minimum of one (1) hour for configuration by Zscaler's third-party commercial scanner.

**Professional Services** means the Professional Services as purchased by you from us under separate terms in connection with the Telstra Secure for Business.

**Qualified Transactions and Data Packets** means the following: (i) less than 1 MB HTTP or HTTPS request and response; (ii) not related to streaming applications; (iii) not subject to bandwidth management rules (QoS enforcement); and (iv) a reasonable number of Transactions and Data Packets per Seat (based on Zscaler's cloudwide average).

**Seat** means a subscription license for the Secure Internet Access (ZIA) and Secure Private Access (ZPA) for an individual Authorised User.

**Service Level** means the Service Levels for the Secure Internet Access (ZIA) and Secure Private Access (ZPA) set out in this section of Our Customer Terms.

**Session** means any non-HTTP or non-HTTPS request sent to or from you through its use of the Telstra Secure for Business service.

**Telstra Apps Marketplace** means the marketplace described in clause 3.40.

**Transaction** means an HTTP or HTTPS request sent to or from you through its use of the Telstra Secure for Business service.

**Trust Portal** means the Zscaler portal located at <https://trust.zscaler.com> where Zscaler posts cloudwide health and maintenance notices.