

# OUR CUSTOMER TERMS

## CLOUD SERVICES – VIRTUAL STORAGE POWERED BY NETAPP

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Certain words are used with the specific meanings set out in the General Terms of the Cloud Services section at <http://www.telstra.com.au/customer-terms/business-government/cloud-services/>, or in the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm>

### 1 APPLICABLE TERMS

- 1.1 In addition to this Virtual Storage 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/cloudservices/>); 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 GENERAL

- 2.1 Unless expressly stated otherwise, we do not monitor or manage any of your other services, including any of your other services provided under the Cloud Services section as part of your Virtual Storage service.
- 2.2 Your options for configuring your Virtual Storage service is set out on the Cloud Services portal at <https://mycloud.telstra.com/>, or in your application form or other agreement with us.
- 2.3 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 Virtual Storage service.
- 2.4 You will be given a high degree of control over your virtual storage array configuration and management. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, if you configure and manage your virtual storage array 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 and you may need to pay us an additional charge to fix any problems, except to the extent the disruption to your service and/or deletion of any of your data is caused or contributed to by our (or our contractors') negligence or breach of contract.

### 3 VIRTUAL STORAGE POWERED BY NETAPP

#### Availability

- 3.1 From 30 September 2023, the Virtual Storage service is no longer be available for order by new customers.
- 3.2 From 30 June 2024, customers with existing Virtual Storage services will no longer be allowed to add new services (new storage arrays).

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3.3 From 30 November 2024, we will exit the Virtual Storage services and cancel remaining Telstra Virtual Storage services.

#### What is Virtual Storage?

3.4 The Virtual Storage service is an enterprise class storage service with data management capabilities. The Virtual Storage service includes virtual storage arrays which are located within Telstra data centres and can be connected to one or many public and private cloud services. Details of the technical specifications can be found on the support page for Virtual Storage at: <https://enterprise-support.telstra.com.au/t5/FAQs/What-are-the-specs-of-a-Virtual-Storage-service-storage-array/ta-p/4653>.

3.5 To apply for a Virtual Storage service you need to select:

- (a) A subscription plan, either:
  - (i) casual (month to month); or
  - (ii) minimum term (12, 24 or 36 months),
- (b) a configuration type (you may only select one configuration type per plan), either:
  - (i) Essential - allows for storage to be managed only via the NetApp Virtual Storage portal; or
  - (ii) Premium - allows self-managed configuration and customised storage management,

3.6 Each subscription can consume one or more of the following storage tiers, usage can be adjusted at any time via the self-service portal:

- (a) Ultra: Provisioned 6,144 IOPS per TB (SSD Storage). Suitable for high-performance applications and latency-sensitive, write-intensive applications.
- (b) Enterprise: Provisioned 2,048 IOPS per TB (SSD Storage). Suitable for databases and virtualised applications.
- (c) Value: Up To 20,000 IOPS per TB (SDD Enhanced Storage). Suitable for high-capacity applications, including email, web content and file shares.
- (d) Capacity: Up To 5,000 IOPS per TB (Magnetic Storage). Suitable for backup, replication and archiving.

#### Storage

3.7 The Virtual Storage service provides you with access to storage capacity on our service platform that can be used by you for various purposes including to store your data and applications.

3.8 Your Virtual Storage service includes:

- (a) a data repository which may be partitioned into virtual disks for storing application, Operating System and file system data (you may request that we create additional disk partitions and we may charge you a fee); and
- (b) levels of redundancy within our storage platform.
- (c) Ability to create snapshot's of your data

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(d) Ability to setup replication of your data

- 3.9 As part of the process for provisioning your Virtual Storage service, you may have existing data which you wish to migrate onto our storage platform. Telstra can provide Professional Services to assist with data migrations at an extra fee.
- 3.10 You are responsible for ensuring that all disks provided under the Virtual Storage service have sufficient free storage capacity in accordance with the system requirements for the relevant operating system you have selected.

### Eligibility

- 3.11 To receive and use the Virtual Storage service you must, at your own cost, have a Cloud Gateway service from us for the same duration as the term of your Virtual Storage service. If you are not already receiving a Cloud Gateway service from us, you can acquire one from us under the terms of Cloud Direct Connect section of Our Customer Terms.

### Separate agreement with NetApp

- 3.12 By placing an order with us for a Virtual Storage service, you accept the terms of the NetApp Channel End User Terms which is a separate agreement between you and NetApp, a current version of which is located at <http://www.netapp.com/us/media/channel-end-user-terms-australia.pdf>.

## 4 PLANS AND CHARGES

- 4.1 The Virtual Storage service is available in various subscription plans, including casual and fixed-term plans, as set out in the Cloud Service portal or as we agree with you in writing.
- 4.2 The pricing, minimum spend per month and inclusions for each plan are set out in the Cloud Service portal or as we agree with you in writing.
- 4.3 The Virtual Storage service pricing displayed in the Cloud Services portal is for Virtual Storage only and does not include any required Cloud Gateway fees.
- 4.4 Your plan term starts on the date your subscription becomes active. We will notify you of the activation date.

### Trial

- 4.5 If invited by us to take up a trial of the Virtual Storage service:
- (a) you select a subscription plan in accordance with clause 3.5;
  - (b) we will waive or discount the Virtual Storage charges for a period of three (3) months before commencement of your plan term. The Cloud Gateway fees will still apply during the trial period. Any waiver or discount will be agreed with you prior the commencement of the trial;
  - (c) you must enter the promo code supplied by us for the waiver or discount of Virtual Storage charges to apply. If the charges are waived, any usage during the trial period will not appear on your Telstra bill.
- 4.6 The three (3) month trial period begins on the date you submit your application through the Cloud Services portal.
- 4.7 During the trial the following capacity limits will apply depending on your chosen storage tier:

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Tier	Capacity Limit
Capacity	10 TB (In Total)
Value	10 TB (In Total)
Enterprise	2 TB (In Total)
Ultra	2 TB (In Total)

- 4.8 If you exceed the capacity limit associated with the storage tier above, we may charge you for the excess usage in accordance with the fees for your selected plan as listed on the Cloud Services portal. If you need greater capacity beyond the above limits, you can contact us to convert your trial to your paid subscription plan at any time during the trial.
- 4.9 To be eligible for the trial plan you must:
- (a) not previously have had a Virtual Storage service from us;
  - (b) have an active Cloud Gateway service during the trial plan term; and
  - (c) agree to provide feedback during and at the end of the trial plan term. We'll conduct feedback sessions over the phone, online or in person during business hours.
- 4.10 We will not backup any data stored in connection with trial plan and we will not be able to restore any lost data during the trial period.
- 4.11 Unless you cancel your trial before the trial period ends, your plan will continue for your chosen plan term and we will charge you based on your usage for your chosen plan. You can chose to upgrade your plan at the end of the trial period. It will not be possible to migrate data from your trial plan account once the trial plan has expired.
- 4.12 Prior to cancellation of the trial you must remove all your data from the Virtual Storage platform. Once you have deleted all your data and cancelled your subscriptions you should also delete any network connections in Cloud Gateway associated with the trial. Please ensure you have copied all of your data prior to cancellation.
- 4.13 No early termination fees apply to cancellation of the trial plan. You must cancel the trial plan before the end of the trial term period if you do not wish to incur any charges in connection with the Virtual Storage service.

#### Casual Plans

- 4.14 If you select a casual pay as you go plan, you Virtual Storage service will continue on a month to month basis. There is no minimum term and you can cancel at any time. You must remove all your data before you submit a cancellation request to avoid any further usage charges.

#### Minimum Term Plans

- 4.15 If you select a contract plan:
- (a) a minimum term of 12, 24 or 36 months applies; and
  - (b) a minimum spend applies. If your actual usage in any month of the minimum term is less than the minimum spend then we will charge you the minimum spend amount. If your usage exceeds the minimum spend then we will charge you based on your actual usage.

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- 4.16 If you wish to change plan during the minimum term, we will cancel your current plan and a new minimum term will commence for your new plan. If you downgrade your plan an early termination fee may apply. Any change of plan will take effect at the start of your next billing cycle.
- 4.17 At the end of your minimum term your Virtual Storage service will renew on a month to month basis on the same terms including pricing and minimum spend.
- 4.18 If you select a Virtual Storage service with a minimum term and cancel (other than for our breach) your Virtual Storage service or downgrade your plan before the end of the minimum term, we may charge you an early termination fee. Unless otherwise set out in Your Agreement, the early termination fee will be an amount equal to 25% of your average usage charges multiplied by the number of remaining months in your minimum term.

## 5 SERVICE LEVELS

5.1 The available service levels for Virtual Storage are set out in the table below.

Service Level	Service Level Grade
	Bronze
Service Support Coverage Hours	24 hours x 7 days
Service Availability <sup>1</sup>	99.99%
Recovery Point Objective (RPO) <b>Error! Bookmark not defined.</b>	24 hours
Recovery Time Objective (RTO) <b>Error! Bookmark not defined.</b>	2 hours
<b>Service Activation</b>	
Minor	3 business days <sup>2</sup>
Standard	10 business days <sup>2</sup>
Major	On Application
<b>Service Modification</b>	
Pre-defined Modifications	as set out on the Cloud Services and NetApp Virtual Storage portals
Projects	on application
<b>Incident Response Time</b>	
Severity 1	15 minutes
Severity 2	30 minutes
Severity 3	45 minutes <sup>43</sup>

<sup>1</sup> Service Availability is calculated each month as follows:

*Availability Service Level equals (Total Monthly Service Minutes minus Total Monthly Qualifying Outage Minutes) divided by Total Monthly Service Minutes*

<sup>2</sup> Provided that the request is logged before 1pm on a business day. If the request is logged after 1pm, measurement of Service Activation or Service Modification commences at 9am on the following business day.

<sup>3</sup> We only accept responsibility for a failure to meet this service level if the incident relating to the relevant service occurs between 7am and 7pm on a business day.

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Severity 4	120 minutes <sup>4</sup>
<b>Incident Restore Time</b>	
Severity 1	4 hours
Severity 2	8 hours
Severity 3	24 hours <sup>4</sup>
Severity 4	next Business Day <sup>4</sup>

### Service Level Exclusions

- 5.2 In addition to the service level exclusions in the General Terms for Cloud Services, we are not responsible for a failure to meet a service level where:
- (a) the failure is caused due to the corruption of your data other than a corruption caused by us;
  - (b) the failure relates to your operation of an application on our service platform which is not version "n-1" or later;
  - (c) Scheduled Downtime, maintenance time, or work undertaken as part of a request for a change;
  - (d) there is an unanticipated increase of 40% or more of your aggregate capacity for all your Virtual Storage services; or
  - (a) factors outside of ours or NetApp's reasonable control.

### Service Level Rebates

5.3 If we fail to meet the Service Availability service level set out in the table above for your Virtual Storage service, you may apply for a rebate for any impacted plan in accordance with this clause.

- 5.4 If:
- (a) your Virtual Storage service is unavailable due to a problem caused by us and outside any nominated Telstra service window; and
  - (b) the actual Service Availability of your service is below that allowed under the Service Availability service level which corresponds to your service,

then in each monthly period in which the actual Service Availability is below the allowed Service Availability for your service, you may apply for a rebate, subject to the service level cap, in accordance with the table below:

<b>Period of continuous outage</b>	<b>Amount of Service Level Rebate (% of charges paid by you to us for the applicable month).</b>
Up to 15 Minutes	3%
From 16 to 30 minutes	5%
From 31 to 60 minutes	10%

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From 61 to 90 minutes	20%
From 91 to 120 minutes	35%
From 121 to 180 minutes	50%
From 181 to 240 minutes	75%
From 241 and above	100%

5.5 The service level cap is:

- (a) an amount equal to 30% of the total charges paid or payable by you for your impacted plan; and
- (b) is the maximum amount available for payment of all service level rebates by us to you in any month, regardless of the number of service level breaches which may otherwise be available in a particular month.

5.6 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable to you for any service level rebate in any month in excess of the service level cap or if the service level cap has been exceeded.

5.7 The service level rebates are liquidated damages and are your sole and exclusive remedy for service level breaches.

5.8 Any rebate will be applied to your Telstra bill (at the end of the billing cycle).

### 6 SPECIAL MEANINGS

For the purposes of this Virtual Storage section, the following words have the meanings set out below:

**“Availability”** for the purposes of the Availability Service Level means access by you to the Virtual Storage service.

**“Scheduled Downtime”** means a scheduled, planned or previously communicated Outage that notified you of in advance where Availability is not achieved.

**“Total Monthly Qualifying Outage Minutes”** means the number of minutes during a calendar month that the Service was not subject to Availability, less the minutes attributable to any service level exclusions.

**“Total Monthly Service Minutes”** means the minutes in a calendar month. This is calculated as #DaysInMonth x 24 x 60.