OUR CUSTOMER TERMS
TELSTRA SECUREEDGE WEB GATEWAY SERVICES

CONTENTS

OUR CUSTOMER TERMS
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1   APPLICABLE TERMS

1.1   This is the Telstra SecureEdge Web Gateway (**SWG**) 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 SWG 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 SWG section, then this SWG section applies instead of the General Terms to the extent of the inconsistency.

1.5   If a provision of this SWG 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   SECUREEDGE WEB GATEWAY

2.1   SWG is a collection of security services designed to restrict malicious or unwanted data traffic in or out of your network. Further details of the SWG service will be set out in your application form.

2.2   SWG 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 SWG 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 SWG service but we do not promise or guarantee that your SWG service will prevent or detect all unauthorised access or breaches to/from your network.

3.3   You will be given control over your security configuration and policies. If you configure and manage your SWG 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 and you may need to pay us an additional charge to rectify any problems.

3.4   You acknowledge and agree that we, and the third-party vendors, will need to have management access to your SWG 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 SecureEdge 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 SWG service solely for your internal business purposes and in accordance with

this agreement, the relevant SWG documentation and all applicable laws and regulations;

(b)   only permit access to and use of the SWG service by your authorized users and be responsible for your authorized users' use of the SWG service;

(c)   use your best endeavours to protect any SWG 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 SWG 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 SWG service;

(b)   modify, copy, display, republish or create derivative works based on the SWG service or documentation;

(c)   access or use the SWG service in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the SWG service;

(d)   use the SWG service to send spam or otherwise duplicative or unsolicited messages in violation of any applicable laws and/or regulations;

(e)   use the SWG service to send infringing, obscene, threatening, libelous, or otherwise unlawful material;

(f)   use the SWG service to access blocked services in violation of any applicable laws and/or regulations;

(g)   upload to the SWG service or use the SWG 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 SWG service to run automated queries to external websites;

(i)   interfere with or disrupt the integrity or performance of the SWG service or the data contained therein;

(j)   attempt to gain unauthorized access to the SWG 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 SWG service;

(l)   perform penetration or load testing on the SWG 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 SWG service.

3.8   Anti-bribery compliance:

(a)   Neither you nor any party acting on your behalf (including its 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. For purposes of this clause, "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.

(b)   In the event we or Zscaler have reason to believe that a breach of this clause 3.8 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, withhold further delivery of the SWG service and other performance under this Agreement 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) without penalty, terminate this Agreement immediately. You will indemnify and hold Telstra and Zscaler harmless against any and all expenses, claims, losses or damages arising from or related to any breach of this clause 3.8 or the cancellation of the Agreement for breach of this clause 3.8.

(c)   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 this clause 3.8 and have read, understand, and agreed to comply with the relevant anti-corruption policies. You will notify your Affiliates of the requirements of this clause 3.8 and provide anticorruption training to your Affiliates.

User Interface

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

Term

3.10   We provide your SWG service for the period you nominate in your application form, unless terminated earlier in accordance with this clause.

3.11   Your SWG service will expire at the end of the agreed term.

Termination

3.12   If you or we terminate or downgrade your SWG service during the minimum term for any reason other than our material breach you have to pay us the early termination charges for that SWG service.

3.13 The early termination charges for the SWG service are calculated as follows:

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

where:

A = number of months remaining in minimum 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)

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

3.15 We can terminate any or all of your SWG 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 SWG service so we can maintain the currency of the firmware or software. You have to pay early termination charges if we terminate your SWG service under this clause.

3.16 We can terminate your SWG service in respect of a particular feature if we no longer support that feature, by giving you at least 60 days written notice. You do not have to pay early termination charges if we terminate under this clause.

Annual CPI Adjustment

3.17 We may increase the SWG 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

3.18 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 SWG service.

3.19 You agree and acknowledge that any and 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.

3.20 You must ensure you provide us with your most current details at all times, so that you can retain access to the SWG portal.

3.21 We need you to provide various inputs and do various things in order for us to perform the

SWG setup. These are different for each service and are set out in our Responsibilities Guide.

3.22 The Responsibilities Guide may change over time and it's up to you to make sure you have the latest version.

3.23 If your particular environment involves special requirements or extra inputs from you, then these are set out in your application form. These are on top of your responsibilities set out in the Responsibilities Guide or Our Customer Terms.

3.24 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.

3.25 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).

4   LIMITATIONS

4.1 You acknowledge that you are responsible for providing us with information so that we can configure your SWG service. Once we have provided you with your SWG 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 SWG 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 SWG 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.

5   SWG SERVICE LEVELS

Service levels

5.1 We will aim (but do not promise) to meet the following service levels for your SWG services.

Service Level	Service Level Grade
Service Support Coverage Hours	24 hours x 7 days
Incident Priority	**Indicative Incident Response Time**
P1 - Urgent	2 hrs
P2 - High	4 hrs
P3 - Medium	12 hrs
P4 - Low	48 hrs

5.2 Our service levels are based on the following:

(a) timing begins upon the later of:

(i) when we acknowledge your request; and

(ii) our validating all of your requirements that we need to provide the SWG service to you;

(b) timing excludes any time waiting for you to provide information we need to progress your order or request; and

(c) timing excludes any time needed to alter or prepare your network, devices or other resources in connection with the order or request.

Scheduled & Emergency Maintenance

5.3 We may perform scheduled maintenance on your SWG service, which may cause your Services to be temporarily unavailable.

5.4 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 SWG User Interface, or by sending an e-mail to the person you have nominated as your technical contact.

5.5 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 SWG services.

6 SPECIAL MEANINGS

6.1 The following words have the following special meanings:

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

Responsibilities Guide means the guide we publish that sets out your responsibilities regarding the SWG service, as updated from time to time.

P1 Incident means an issue that prevents operation of critical documented functions with high frequency or duration.

P2 Incident means 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.

P3 Incident means an issue that has some impact on administration, non-critical operation or other secondary functions or a major issue for which a temporary work around has been provided.

P4 Incident means that the SWG service is unaffected; you request product related technical advice or general information and feature questions related to the products.