

## HEAD TERMS

The following terms apply to all Supplies purchased by a Telstra Group Entity under a Purchase Order (PO) on and from 20 May 2021. Please see [the Supplier's Guide](#) for more information on how these standard terms work.

### 1 ORDERING SUPPLIES

**1.1 Purchase Orders:** Telstra may order the Supplies by issuing a PO to the Supplier. The Supplier is not obliged to provide, and must not charge Telstra for, any Supplies until Telstra has issued a PO for those Supplies. The PO, together with these terms and conditions (**Head Terms**) and any applicable Module Terms, form the binding agreement between the parties (**Agreement**). The Supplier agrees that by supplying the Supplies to Telstra it has accepted the terms of this Agreement and that all other terms and conditions are excluded, including terms and conditions otherwise supplied by the Supplier.

**1.2 Basis of engagement:** The Supplier is not an exclusive provider of the Supplies to Telstra. Telstra is under no obligation to meet any minimum volume or fee commitments.

**1.3 Online ordering and invoicing:** If Telstra makes available an online facility for ordering and invoicing, the Supplier must use it.

**1.4 Term:** This Agreement: (a) commences on the earlier of: (i) the date set out in the PO; or (ii) the date the Supplier commences providing the Supplies; and (b) continues until the later of: (i) any expiry date specified in the PO; or (ii) until all Supplies have been provided under the PO (**Term**). If the PO has an option for Telstra to renew or extend the PO term, then such renewal or extension will be governed by the latest version of these Head Terms and Module Terms published by Telstra.

**1.5 SOW:** Where the PO specifies a SOW is included, that SOW will form part of the Agreement. Telstra's only obligation under a SOW will be to supply any expressly identified Telstra inputs (if any). If Telstra fails to provide a Telstra input under a SOW, the Supplier's sole remedy will be to require Telstra to supply that input.

**1.6 Inconsistency:** If there is an inconsistency between one or more of the documents which constitute the Agreement, the order of precedence will be: (a) any applicable Module Terms; (b) these Head Terms; (c) the PO (including any associated SOW); (d) a document expressly incorporated by reference in this Agreement (other than in the PO or SOW); and (e) a document expressly incorporated by reference in the PO or SOW.

### 2 PROVIDING SUPPLIES

**2.1 Delivery of Supplies:** The Supplier must deliver the Supplies to Telstra at the location(s) and by the date specified in the PO (or, if there is no date, within 30 days of the PO issue date) (**Delivery**).

**2.2 Title to Supplies:** Title to and risk in any Supplies passes to Telstra free of any encumbrances on Delivery.

**2.3 Acceptance:** Prior to submitting the Supplies to Telstra, the Supplier must ensure all Supplies comply with the Specifications and the PO (including undertaking any reasonable acceptance tests). Supplies may also be subject to acceptance by Telstra. The Supplier must comply with all acceptance processes specified in the PO or SOW (if any) for the Supplies. No Supply will be deemed to have been accepted until Telstra (in its absolute discretion) has confirmed such acceptance in writing. If the Supply is rejected, Telstra may require the Supplier to reimburse any Fees paid for that Supply and Telstra may terminate the Agreement for cause.

**2.4 Provision of Supplies:** The Supplier must:

- (a) provide Supplies in accordance with this Agreement, and in a way that meets or exceeds any service levels or performance criteria specified in this Agreement;
- (b) ensure that the Supplies: (i) are fit for the purposes set

out in this Agreement; and (ii) comply with the Specifications and any applicable Laws and Australian Standards;

- (c) maintain appropriate resources to provide the Supplies;
- (d) perform its obligations with due care and skill and in a manner consistent with applicable industry standards;
- (e) use its best endeavours to ensure that the provision of the Supplies causes as little disruption as possible to Telstra's operations and network;
- (f) ensure that its Personnel: (i) have the necessary rights, qualifications, skills and experience to carry out the Supplier's obligations under this Agreement; and (ii) are aware of and comply with the Supplier's obligations under this Agreement;
- (g) comply, and ensure its Personnel comply, with all Telstra Policies and applicable Laws in respect of the performance of its obligations under this Agreement, including maintaining all authorisations and licenses required to provide the Supplies; and
- (h) not do any act, engage in any practice, or omit to do any act or engage in any practice that would breach (or cause Telstra to breach) any Laws.

**2.5 Packaging and labelling:** The Supplier must ensure that any Supplies that are physical goods are packed, marked and labelled so as to prevent damage during transit.

**2.6 Documentation:** The Supplier must provide Telstra with sufficient written information to enable Telstra to make full and safe use of the Supplies (**Documentation**), and Telstra may make as many copies of the Documentation as it considers necessary to make full use of the Supplies.

**2.7 Access to Telstra environments:** The Supplier must only access Telstra's premises, facilities or systems for the purposes approved in writing in advance by Telstra. In doing so, the Supplier must comply with: (a) reasonable directions from Telstra; (b) industry best practice; (c) its own risk management systems applicable to the Supplies; and (d) Telstra's health, safety and environmental requirements in cl 2.8.

**2.8 Health, safety and environment (HSE):** The Supplier must:

- (a) comply with: (i) all applicable HSE Laws and Telstra Policies; (ii) any additional HSE obligations in the PO or SOW; and (iii) any reasonable directions or requests by Telstra;
- (b) ensure that its Personnel are appropriately inducted, trained and supervised in relation to: (i) HSE risks associated with provision or performance of the Supplies; (ii) procedures required to manage those risks; and (iii) applicable HSE Laws and Telstra Policies;
- (c) have in place, and fully comply with, HSE management systems that are consistent with Australian and New Zealand Standards AS/NZS 4801 and AS/NZS 14001 (or international equivalents);
- (d) immediately notify Telstra of any Incidents that occur during the provision of the Supplies; and
- (e) without limiting cl 10.2, permit Telstra to: (i) upon reasonable notice, review, inspect, audit compliance or observe the Supplier's HSE management systems, work practices and procedures applicable to this Agreement; and (ii) test the compliance of Supplier Personnel with this cl 2.8 as permitted or required by applicable HSE Laws or Telstra Policies.

**2.9 Additional HSE Obligations on site:** If the Supplier is providing Supplies on Telstra premises and Telstra informs the Supplier that in its reasonable opinion the Supplier is: (a) not performing in compliance with the Supplier's HSE obligations; or (b) providing the Supplies in such a way that may endanger or harm the environment or any person's health and safety or impact on Telstra's reputation (**Harmful Provision**), the Supplier must promptly at its own expense remedy that breach or Harmful Provision. Until such time as

the breach or Harmful Provision has been remedied, Telstra may (acting reasonably) direct the Supplier to suspend the performance of the applicable Supplies and Telstra will not be: (c) required to make any payment to the Supplier during the suspension; or (d) liable for any of the Supplier's costs of such suspension.

### 2.10 Business continuity: The Supplier must:

- (a) maintain and implement business continuity and disaster recovery procedures to enable continuity in the provision of the Supplies in the event of a Disaster (**BCDR Procedures**);
- (b) regularly, and at least once per calendar year, test and update the BCDR Procedures;
- (c) on request by Telstra, provide documentation of the BCDR Procedures (including the results of any testing);
- (d) ensure that its BCDR Procedures are kept fully operational, current and developed in accordance with ISO 22301 and ISO 27031; and
- (e) provide regular updates to Telstra in the event of a Disaster including any actual or anticipated impact on its obligations under this Agreement.

**2.11 Indigenous Engagement:** The Supplier acknowledges Telstra's commitment to stimulating the growth of Indigenous enterprises and providing Indigenous Australians with more opportunities to participate in the economy. Therefore, the Supplier will use reasonable endeavours to look for opportunities to increase, in the delivery of the Supplies where possible: (a) its purchasing from Indigenous Enterprises; and (b) employment of Indigenous Australians. Opportunities for such Indigenous engagement may be in the form of an Indigenous person(s) or Indigenous Enterprise as subcontractor, and/or use of Indigenous suppliers in the Supplier's own supply chain.

## 3 DELAY

- 3.1 Delay:** If the Supplier becomes aware of any actual or likely delay in Delivery, the Supplier must notify Telstra as soon as practicable of the details of the delay, Supplies affected and any additional time reasonably required.
- 3.2 Delay consequences:** The Supplier must take all reasonable steps to mitigate and minimise the effects of any delay. Telstra may, at its discretion, extend the affected due date by a reasonable period.
- 3.3 Delay Costs:** If the Supplier is responsible for the delay, the Supplier will reimburse Telstra for any additional substantiated costs reasonably incurred by Telstra during any extension granted under cl 3.2, which will be reduced to the extent that Telstra is responsible for the delay.
- 3.4 Force Majeure:** A party will not be liable for any failure or delay in the performance of its obligations under the Agreement to the extent that such failure or delay is caused by a circumstance not within the reasonable control of the party and that could not have been reasonably avoided, prevented or circumvented by the party.

## 4 FEES AND PAYMENT

- 4.1 Fees:** Telstra will pay the Supplier the Fees in accordance with this Agreement. Except as expressly set out in the PO, the Fees are the only amount payable by Telstra in relation to the Supplies.
- 4.2 Invoicing:** The Supplier must only invoice Telstra the Fees in accordance with the PO. Each invoice must be in a form reasonably acceptable to Telstra, comply with any tax invoice/adjustment note requirements and be accompanied by sufficient detail to enable Telstra to verify the invoice.
- 4.3 Payment:** Telstra will pay each valid and correctly rendered invoice within the number of days set out in the PO (for this purpose, payment will be taken to have occurred on the date the invoice amount is debited from Telstra's bank account).
- 4.4 Payment disputes:** If Telstra reasonably disputes part or all of an invoice (including in relation to suspected non-compliance with this Agreement) it may withhold payment of

the disputed amount until the dispute is resolved.

- 4.5 Set off:** Telstra may set off any undisputed amounts payable by Telstra to the Supplier against any amount payable to Telstra by the Supplier on notice to the Supplier.
- 4.6 Supply chain finance not available through Telstra:** Supplier acknowledges that:
  - (a) subject to clause 4.6(b)(ii), Telstra is under no obligation to provide access to a supply chain finance platform; and
  - (b) if Supplier has previously accessed supply chain finance through a platform facilitated by Telstra:
    - (i) Supplier has ceased to have access to that platform; or
    - (ii) if Telstra has agreed in writing that Telstra will continue to support the Supplier's use of the platform for a transitional period, Supplier will cease to have access to that platform on the date recorded in that agreement or (if no end date is recorded), 30 June 2021.

## 5 TAXES

- 5.1 Taxes:** Unless otherwise stated, the Fees are inclusive of all Taxes.
- 5.2 Tax Deduction:** If Telstra is required by Law to make a Tax Deduction from a payment, no additional payment will be made to the Supplier. Each year, Telstra will deliver to the Supplier reasonable evidence that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.
- 5.3 Recovery of GST:** If one party makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-exclusive consideration must also pay an amount equal to the GST payable in respect of that supply.
- 5.4 Time for payment of GST amount:** subject to first receiving a tax invoice or adjustment note as appropriate, the receiving party must pay the GST amount when it is liable to provide the GST-exclusive consideration.
- 5.5 Indirect Taxes:** The Supplier may recover any Indirect Taxes imposed directly on the supply or supplies made to Telstra provided that the Supplier provides such documentary evidence as is necessary for Telstra to validly claim a credit from the relevant government authority or agency in respect of the tax included in the Supplier's invoice.
- 5.6 Indemnity and reimbursement payments:** If one party must indemnify or reimburse another party for any loss or expense incurred by the payee, the required payment does not include any amount which the payee (or an entity that is in the same GST group as the payee) is entitled to claim as an input tax credit or would have been entitled to claim as an input tax credit had the other party registered for GST in the event that it was required or entitled to do so, but will be increased under cl 5.2 if the payment is consideration for a taxable supply.
- 5.7 Adjustment events:** If an adjustment event arises in respect of a taxable supply made by a supplying party, the GST or Indirect Taxes amount payable by the receiving party under cl 5.2 will be recalculated to reflect the adjustment event and a payment will be made by the receiving party to the supplying party, or by the supplying party to the receiving party, as the case requires.
- 5.8 ABN Withholding:** Where the Supplier does not provide Telstra with an Australian Business Number (**ABN**) as part of the PO, the Supplier: (a) represents and warrants that the Supplier is not making a supply to Telstra in the course of or furtherance of an enterprise carried on in Australia by the Supplier and therefore is not required to provide an ABN; and (b) the Supplier shall pay Telstra any liability for Taxes, including any penalties and interest, incurred by Telstra as a result of a breach of sub-cl 5.8(a).

## 6 INTELLECTUAL PROPERTY

- 6.1 Telstra IP:** Telstra will own all IP Rights in and to the Telstra Material and Developed Material and any other IP Rights

made available to the Supplier by or on behalf of Telstra (together **Telstra IP**). The Supplier assigns to Telstra all IP Rights in and to the Developed Material, and any modifications or enhancements to the Telstra Material, made by or on behalf of the Supplier on and from creation. Telstra grants the Supplier a non-exclusive, non-transferable, royalty free, personal licence during the Term to use (and to sub-license its Approved Subcontractors to use) the Telstra IP solely to the extent directly necessary for the purpose of performing its obligations under the Agreement.

**6.2 Supplier IP:** (a) The Supplier will own all IP Rights in and to the Supplier Materials and any other IP Rights made available to Telstra by or on behalf of the Supplier (excluding Third Party Materials and any Developed Material) (together **Supplier IP**). (b) To the extent it is not assigned to Telstra or otherwise licenced under this Agreement the Supplier grants Telstra a non-exclusive, perpetual, irrevocable, royalty free and worldwide licence to use, reproduce, modify, develop and otherwise exploit (and to allow the other TGEs and Telstra Third Parties to use, reproduce, modify, develop and otherwise exploit) the Supplier IP as required to receive, use and otherwise enjoy the full benefit of the Supplies. (c) For clarity, the licence in sub-cl (b) does not apply to any Supplier IP that Supplier makes generally available under a standalone licence agreement (e.g. Software or SaaS Supplies).

**6.3 Third Party IP:** To the extent that Third Party Materials are incorporated into the Supplies or are otherwise provided to Telstra by the Supplier under this Agreement, the Supplier must procure for Telstra: (a) rights in respect of the IP Rights in and to the Third Party Material (**Third Party IP**) no less extensive than the rights granted to Telstra in respect of the Supplier IP set out in cl 6.2; or (b) such other licence rights in respect of the Third Party IP as agreed in writing by the parties.

**6.4 Infringement Claim:** If an Infringement Claim is made, the Supplier must: (a) without prejudice to Telstra's other rights or remedies and at no additional cost to Telstra: (i) modify the affected Supplies in order to avoid any infringement without any adverse effects to the functionality, performance and quality of the Supplies; (ii) procure for Telstra all rights required to continue using and exploiting the affected, unmodified Supplies in accordance with this Agreement; or (iii) procure for Telstra non-infringing replacements for the affected Supplies equivalent in functionality, performance and quality; and (b) if the options in sub-cl (a)(i) to (iii) above are not possible, accept return of the affected Supplies or cease to provide or perform the affected Supplies (as applicable) and reimburse any Fees paid by Telstra for those Supplies; and (c) indemnify Telstra, the TGEs, and their respective Personnel for all Loss suffered or incurred in connection with the Infringement Claim.

## **7 CONFIDENTIALITY, PRIVACY AND TELSTRA DATA**

**7.1 Confidential Information:** In this Agreement, "**Confidential Information**" of a party means:

- (a) information of a confidential nature relating to or developed in connection with the party's business or affairs which is disclosed to, learnt by, or which otherwise comes to the knowledge of or into the possession of, the other party;
- (b) information designated by that party as confidential; or
- (c) information about clients, customers, employees, or contractors of, or other persons doing business with, that party,

but does not include information that:

- (d) is or becomes generally available in the public domain or is rightfully received from a third person, other than through any breach of confidence; or
- (e) has been independently developed by the other party without using any other Confidential Information of the first party.

Telstra's Confidential Information includes the terms of this

Agreement and Telstra Data.

**7.2 Protection:** Each party must only use or copy the other party's Confidential Information for the purposes of the Agreement and must take all steps reasonably necessary to: (a) maintain the confidentiality of the other party's Confidential Information; (b) ensure that any person who has access to Confidential Information of the other party through it or on its behalf does not use, copy or disclose that Confidential Information other than in accordance with this Agreement; and (c) enforce the confidentiality obligations under this Agreement.

**7.3 Disclosure:** Each party must not disclose the Confidential Information of the other party to any person except:

- (a) to its Personnel (and in the case of Telstra, to the Personnel of the TGEs and Telstra Third Parties) who need to know the Confidential Information for the purposes of this Agreement;
- (b) as required to be disclosed by Law;
- (c) if the other party has given consent to the disclosure or use; or
- (d) as expressly permitted by this Agreement.

**7.4 Return:** (a) Subject to sub-cl (b), each party must, at the other party's option, return, destroy or permanently de-identify all copies of the other party's Confidential Information in its possession or control within 10 Business Days of expiry or termination of this Agreement. (b) If a party needs to retain the other party's Confidential Information for the purposes of complying with any Law, litigation, or internal quality assurance and record-keeping, then it may retain it and use it solely for this purpose (but must deal with it in accordance with sub-cl (a) promptly after it is no longer required for this purpose).

**7.5 Relief:** In addition to other remedies, a party will be entitled to injunctive relief for any breach or threatened breach of the other party's obligations of confidentiality under the Agreement.

**7.6 Publicity:** Unless required by Law, the Supplier must not make any public announcements relating to the subject matter of the Agreement without Telstra's prior written consent.

**7.7 Privacy:** If the Supplier deals with any Personal Information, the Supplier must:

- (a) comply with all Privacy Laws as if it were an entity regulated under those Privacy Laws;
- (b) not do anything that would put Telstra in breach of any Privacy Laws in relation to the Personal Information;
- (c) comply with all reasonable directions given by Telstra, except to the extent that doing so would cause the Supplier to breach a Privacy Law;
- (d) only collect, store, use, disclose, or otherwise deal with Personal Information as required for the purposes of providing the Supplies or as otherwise expressly permitted under this Agreement;
- (e) take reasonable steps to: (i) ensure that the Personal Information it uses or discloses in providing the Supplies is up-to-date, complete and relevant having regard to the nature of the Supplies; and (ii) protect the Personal Information from misuse, interference and loss, and from unauthorised access, modification or disclosure; and
- (f) if the Supplier discloses any Personal Information to a third party (**PI Recipient**) as permitted under this Agreement: (i) ensure that the PI Recipient is aware of and complies with the Supplier's privacy obligations as if it was the Supplier; and (ii) accept responsibility for any act or omission by the PI Recipient in relation to the Personal Information as if it was an act or omission of the Supplier under this Agreement.

**7.8 Data Security Requirements:** The Supplier must:

- (a) comply with all security policies, standards and procedures notified by Telstra to the Supplier in relation to the Telstra Data, including in relation to Telstra Data

- encryption and other applicable Telstra Policies;
- (b) implement, maintain and enforce appropriate and industry best practice security procedures and safeguards in order to protect Telstra Data in the Supplier's possession and control against any misuse, loss, interference unauthorised access, modification or disclosure;
  - (c) ensure that Telstra has access at all times to Telstra Data while it is in the Supplier's possession or control and provide that Telstra Data to Telstra upon request;
  - (d) if any Telstra Data is lost, damaged, corrupted or otherwise unable to be accessed, take all reasonably practicable measures available to the Supplier to recover and restore that Telstra Data immediately (and such measures will be at Supplier's cost to the extent such loss, damage, corruption or loss of access is caused or contributed to by the Supplier or its Personnel);
  - (e) immediately notify Telstra if it becomes aware of any likely, suspected or actual misuse or loss of, interference with or unauthorised access to, modification of, or disclosure of, Telstra Data, or breach of the Supplier's obligations relating to Telstra Data (a **Data Breach**), or is or may be required by Law to disclose any Telstra Data or Data Breach (**Notifiable Event**);
  - (f) comply with any reasonable direction from Telstra with respect to: (i) assessing, investigating, remedying and addressing a Data Breach; or (ii) a Notifiable Event, including providing information requested by Telstra relevant to the Notifiable Event, and not otherwise disclosing to any third party the circumstances regarding the Notifiable Event without express prior written approval from Telstra;
  - (g) inform and co-operate with Telstra in the event of any breach or risk regarding the security of Telstra Data;
  - (h) ensure that any person who is authorised by the Supplier to have access to Telstra Data complies and agrees to comply with this clause to the same extent as the Supplier;
  - (i) comply with any additional data security requirements set out in the Module Terms and the PO or SOW (in which case the parties agree that the more onerous requirement will take precedence to the extent of any inconsistency); and
  - (j) only disclose, store, transfer, and make accessible Telstra Data within Australia, the country in which the Telstra Data is shared by Telstra, or as otherwise set out in the PO or SOW.

## **8 RISK ALLOCATION**

**8.1 Mutual Indemnities:** Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) and the Indemnified Party's Personnel (including in the case of Telstra, the TGEs and their Personnel) (together **Indemnified Persons**) against all Loss suffered or incurred by the Indemnified Persons arising in connection with:

- (a) any fraudulent or unlawful act or omission of the Indemnifying Party or its Personnel;
- (b) any death or personal injury caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;
- (c) any damage to or loss or destruction of real or personal property caused or contributed to by any act or omission of the Indemnifying Party or its Personnel;
- (d) any breach of confidentiality obligations by the Indemnifying Party or its Personnel; and
- (e) where the Indemnifying Party is the Supplier, any breach of obligations relating to privacy or Telstra Data by the Indemnifying Party or its Personnel (including any breach that results in loss or corruption of the Telstra Data), except to the extent the Loss is attributable to the negligence or wrongful act or omission of the Indemnified Person.

**8.2 Liability cap:** Subject to cl 8.4, the aggregate liability of a

party for Loss suffered or incurred by the other party arising out of or in connection with this Agreement (whether under statute, in contract or in tort, including for negligence, or otherwise) is limited to the greater of (a) \$3 million; and (b) 1.5 times the total amounts paid and payable to the Supplier under this Agreement.

- 8.3 Consequential loss exclusion:** Subject to cl 8.4, a party is not liable for any Consequential Loss suffered or incurred by the other party in connection with this Agreement.
- 8.4 Exception to limitations and exclusions:** The limitations and exclusions in cl 8.2 and 8.3 do not apply to a party's liability for Loss covered by an indemnity under this Agreement.
- 8.5 Insurance:** The Supplier must at its cost maintain (and on request produce to Telstra evidence of) valid and enforceable insurance policies for: (a) workers compensation in accordance with applicable local Laws; (b) products liability with a minimum annual coverage of AUD\$5 million; (c) both public liability and professional indemnity, each with a minimum coverage of AUD\$5 million per claim; and (d) any other insurance requirements set out in the PO or SOW.

## **9 DEFECTS**

- 9.1 Defects:** The Supplier must, as soon as practicable and at no cost or expense to Telstra, rectify any Defect that occurs during the Warranty Period and comply with any additional requirements set out in the PO or SOW.
- 9.2 Failure to rectify:** If the Supplier does not rectify the Defect in accordance with cl 9.1, then Telstra may, itself or through a third party, rectify such Defect and the Supplier must reimburse the reasonable costs of such rectification on request by Telstra.
- 9.3 Third party warranties:** If any of the Supplies are covered (in whole or in part) under a warranty from a third party, the Supplier must ensure that Telstra has, and that the Supplier makes use of, the benefits offered by that warranty.

## **10 RELATIONSHIP MANAGEMENT**

**10.1 Records:** The Supplier must:

- (a) keep and maintain proper, accurate, complete and reasonably detailed records and books of accounts (**Records**) relating to the performance of the Supplier's obligations under this Agreement and for all transactions related to this Agreement, and ensure that such Records present a true and fair view of those payments and transactions;
- (b) keep the Records referred to in cl 10.1(a) for seven years after termination or expiry of this Agreement; and
- (c) on Telstra's request, the Supplier must provide a copy of such Records to Telstra so Telstra can assess the Supplier's compliance with this Agreement.

**10.2 Audit:** If permitted under the PO, SOW or an applicable Telstra Policy, Telstra (or a third party nominated by Telstra) may audit the Supplier's compliance with its obligations relating to this Agreement and the Supplier must comply with any additional audit obligations set out in the PO, SOW or applicable Telstra Policy.

**10.3 Financial performance:** On Telstra's request, the Supplier must provide records and information requested by Telstra, in relation to the Supplier's financial position. The Supplier is not required to disclose any information that relates to the Supplier's profit margins or its other customers or that, if disclosed, would result in the Supplier being in breach of its confidentiality obligations to any person.

**10.4 Governance:** The Supplier must participate in any governance process and provide any governance reports set out in the PO or SOW.

**10.5 Subcontracting:** The Supplier must not subcontract the provision of the Supplies or allow an Approved Subcontractor to further subcontract provision of the Supplies without Telstra's prior written consent (not to be unreasonably withheld). The Supplier must ensure that the Approved

Subcontractor complies with this Agreement, and the Supplier will be responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of the Supplier.

**10.6 Notification of conflicts:** The Supplier must promptly notify Telstra (a) if it is likely to be subject to insolvency claims or proceedings or is otherwise insolvent; and (b) of any actual or potential Conflict of Interest of which it becomes aware. The Supplier must use reasonable endeavours to avoid Conflicts of Interest and resolve any Conflicts of Interest which arise.

**10.7 Dispute resolution:** If a dispute arises in connection with this Agreement (**Dispute**) either party may issue a notice to the other party, setting out reasonable details of the Dispute (**Dispute Notice**), following which the parties must promptly hold good faith discussions to attempt to resolve the Dispute. Neither party may commence legal proceedings in relation to the Dispute unless: (a) the purpose of the proceedings is to seek urgent injunctive or declaratory relief; or (b) the parties have been unable to resolve the Dispute within 20 Business Days of the applicable Dispute Notice being received. Except where Telstra has suspended this Agreement in accordance with cl 11.1, each party must continue to perform its obligations under this Agreement notwithstanding the existence of any unresolved Dispute.

**10.8 Sale or Demerger:** If Telstra (or any TGE) sells all or part of its business to a third party (**purchasing entity**) or is demerged or re-organised into a different entity or business (**relevant entity**), then Telstra may by written notice require that the Supplier:

- (a) enter into a separate agreement with the purchasing entity or the relevant entity (as applicable) for the provision of Supplies on terms no less favourable than the terms of this Agreement; and
- (b) until the date that the parties enter into the agreement referred to in sub-cl (a) or the date that Telstra notifies the Supplier, provide the benefit of the Supplies, and authorise Telstra to provide the benefit of the Supplies to the purchasing entity or relevant entity (as applicable) under this Agreement as if the purchasing entity or relevant entity was Telstra.

## 11 SUSPENSION AND TERMINATION

**11.1 Suspension for non-compliance:** If Telstra suspects (acting reasonably) or identifies (whether through an audit or otherwise), that the Supplier is not complying with its obligations under cl 2, 6, 7, 9, or 10, Telstra may direct the Supplier to suspend the performance of all or part of the Supplier's obligations that are affected by the non-compliance (in which case, Telstra will not be obliged to pay any Fees in respect of those obligations during the period of the suspension).

**11.2 Termination without cause:**

- (a) Telstra may terminate this Agreement in whole or in part at any time by giving the Supplier the greater of: (i) 10 Business Days' notice; and (ii) any notice period set out in the PO. Telstra will only exercise this right where it has a reasonable basis for doing so (for example, due to changes in its business requirements or budget).
- (b) If Telstra issues a notice of termination under cl 11.3 but the notice is not effective to terminate this Agreement, the notice will be deemed to be a notice of termination without cause under this cl 11.2, issued on the date of the notice.

**11.3 Termination for cause:** A party may terminate the Agreement in whole or in part by notice to the other party if the other party: (a) commits a material breach of this Agreement that is capable of remedy and has not remedied that breach within 10 Business Days after receipt of notice of the breach; (b) commits a breach of cl 2.4(g) or 2.4(h); (c) commits a breach of this Agreement that is not capable of remedy; (d) suffers an Insolvency Event; or (e) has an administrator, receiver or scheme administrator appointed, and that administrator,

receiver or scheme administrator does not adopt this Agreement and/or accept personal liability for performance of this Agreement (including, in the case of a Supplier, providing the Supplies) within 3 Business Days of a request that they do so. A material breach of this Agreement includes a material breach in respect of individual or particular Supplies or the PO.

**11.4 Supplier PO Renewal Termination Right:** Where a PO renewal or extension is governed by a new version of these Head Terms and/or Module Terms published by Telstra under cl 1.4 that materially disadvantages the Supplier, the Supplier may terminate this Agreement with 30 days' written notice if it provides such notice of termination within 30 days of the commencement of the renewal or extension.

**11.5 Consequences of termination and expiry:** On expiry or termination (in whole or in part) of this Agreement for any reason, in addition to any termination assistance obligations set out in the Module Terms, PO, SOW, or otherwise agreed by the parties:

- (a) Telstra will only be liable to pay the Supplier for Supplies completed in accordance with the requirements of this Agreement by the effective date of termination and may recover from the Supplier any money paid for Supplies not completed by that date;
- (b) on request by Telstra, the Supplier must remove from Telstra's premises all of the Supplier's Personnel and equipment and provide any disengagement assistance reasonably specified by Telstra; and
- (c) where Telstra has terminated due to breach of cl 2.4(g) or 2.4(h) Telstra will have no obligation to return any of the Supplies unless Telstra has received all government authorisations required to do so. On termination of this Agreement in whole or in part by Telstra for cause, Telstra may suspend making any payment to the Supplier under this Agreement.

**11.6 Survival:** The rights, obligations and indemnities in cl 2.4(g), 2.4(h), 6, 7, 8, 10.1, 10.2, 10.7, 11.5, and 11.6 and any other obligations which are expressed to, or by their nature, survive expiry or termination of the Agreement, will survive the termination or expiry of this Agreement. The expiry or termination of this Agreement does not affect any rights which accrued before the date of expiry or termination.

## 12 GENERAL

**12.1 Assignment:** Telstra may assign, novate, or otherwise transfer any of its rights or obligations arising out of or under this Agreement to any person with sufficient financial capacity to perform its obligations under this Agreement without the Supplier's consent. Supplier may only assign, novate or otherwise transfer any of its rights or obligations arising out of or under this Agreement to another person with Telstra's prior written approval (which will not be unreasonably withheld).

**12.2 Entire agreement:** This Agreement represents the entire agreement between the parties in relation to the Supplies and supersedes all prior discussions, negotiations, understandings and agreements in relation to those Supplies.

**12.3 Governing law and jurisdiction:** This Agreement will be governed by the Laws of the State of Victoria. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria.

**12.4 Variation and waiver:** A provision of this Agreement, or right, power or remedy created under them, may not be varied or waived except as agreed in writing.

**12.5 Relationship of the parties:** The relationship between Telstra and the Supplier is that of principal and independent contractor. The Supplier and its Personnel must not represent themselves as employees or agents of Telstra.

**12.6 Interpretation:** In the Agreement: (a) headings, bold type and square brackets are for convenience only and will not affect interpretation of this Agreement; (b) words in the singular include the plural and vice versa, according to the requirements of the context; (c) a reference to legislation or

other Law includes delegated legislation and consolidations, amendments, re-enactments or replacements of any of them; (d) a reference to any of the words "include", "includes" and "including" is read as if followed by the words "without limitation"; and (e) terms used that are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the meaning given in that Act, unless the context otherwise requires.

**12.7 Definitions:** In this Agreement unless otherwise indicated:

**ACL** means the Australian Consumer Laws contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Agreement** has the meaning set out in cl 1.1.

**Approved Subcontractor** means a subcontractor approved in writing by Telstra.

**BCDR Procedures** has the meaning given in cl 2.10(a).

**Business Day** means any day other than a Saturday, Sunday or public holiday observed in the State of Victoria.

**Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand.

**Confidential Information** has the meaning given in cl 7.1.

**Conflict of Interest** means: (a) any Claim against or involving the Supplier or a RBC of the Supplier or their respective Personnel, which may adversely affect the Supplier's ability to provide the Supplies in accordance with this Agreement; or (b) the supply or proposed supply of goods or services by the Supplier in a manner and to an extent that may adversely affect the ability of the Supplier to provide the Supplies to Telstra in accordance with this Agreement.

**Consequential Loss** means any Loss suffered or incurred by the other party in connection with this Agreement that does not arise naturally (that is, according to the usual course of things) from the event giving rise to the Loss. For the purpose of this Agreement, the following are not Consequential Loss and are considered to be direct losses:

- (a) costs of assessing, remedying, responding to or mitigating a Defect or a breach of this Agreement (including the costs of replacing, repairing or recreating any Supplies or other assets that have been lost, destroyed or damaged as a consequence of the breach);
- (b) holding costs resulting from a breach of this Agreement;
- (c) costs of notifying, communicating or compensating customers or other third parties affected by a breach of this Agreement;
- (d) third party claims resulting from a breach of this Agreement;
- (e) fines or penalties resulting from any breach of Law as a result of a breach of this Agreement;
- (f) costs of any corrective action undertaken by a party further to a regulatory action or notice to comply as a result of a breach of this Agreement; or
- (g) time and related expenses and overhead (including travel, lodging, wages) for Personnel who are working on corrective actions as a result of a breach of this Agreement.

**Data Breach** has the meaning given in cl 7.8(e).

**Defect** means any characteristic that makes the whole or any part of the Supplies inoperable or inconsistent with the Specifications.

**Delivery** has the meaning set out in cl 2.1.

**Developed Material** means any Materials that are created by or on behalf of the Supplier under the Agreement in connection with the Supplies.

**Disaster** means the occurrence of one or more events which materially adversely affects the provision of Supplies.

**Dispute** has the meaning given in cl 10.7.

**Dispute Notice** has the meaning given in cl 10.7.

**Documentation** has the meaning given in cl 2.6.

**Environmental Incident** means an incident or event that is a breach of, or requires notification or is reportable in accordance with any applicable environmental Laws.

**Fees** means the fees set out in the PO.

**Harmful Provision** has the meaning given in cl 2.9.

**HSE** means health, safety and environment.

**Incident** means a death, Serious Injury or Illness, Dangerous Incident or Environmental Incident. **Serious Injury or Illness** and **Dangerous Incident** have the meanings given to them under the WHSA. If the Supplies are provided or performed outside of Australia, those terms have their ordinary meanings.

**Head Terms** has the meaning given in cl 1.1.

**Indemnified Party** has the meaning given in cl 8.1.

**Indemnifying Party** has the meaning given in cl 8.1.

**Indemnified Persons** has the meaning given in cl 8.1.

**Indigenous Enterprise** means an organisation that is at least 50 per cent or more Indigenous Australian owned as required by Supply Nation (details available here: <https://supplynation.org.au/>)

**Indirect Taxes** means any tax payable on the sale of goods, services or other things and includes goods and services tax, value added tax, sales tax, consumption tax or any similar impost imposed in a jurisdiction other than Australia.

**Infringement Claim** means any Claim by a third party that the provision of the Supplier Materials, the Third Party Materials, the Developed Material, the Supplies, or any modifications or enhancements to the Telstra Material made by or on behalf of the Supplier or the enjoyment or use of any of the foregoing in accordance with the Agreement infringe that third party's IP Rights.

**Insolvency Event**, in relation to a party (**Insolvent Party**) means any one of the following:

- (a) the Insolvent Party ceases or takes steps to cease to conduct its business in the normal manner;
- (b) the Insolvent Party enters into or resolves to enter into any arrangement, composition or compromise with or assignment for the benefit of its creditors or any class of them;
- (c) the Insolvent Party is unable to pay its debts when they are due or is deemed under the Corporations Act 2001 (Cth) to be insolvent;
- (d) an administrator, liquidator or provisional liquidator is appointed to the Insolvent Party or a receiver, receiver and manager, official manager, trustee or similar official is appointed over any of the assets or undertakings of the Insolvent Party;
- (e) an application or order is made or a resolution is passed for the winding up of the Insolvent Party; or
- (f) any act or event analogous or having a substantially similar effect to any of the events specified in paragraphs (a) to (f) of this definition.

**IP Rights** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade secrets, know-how, confidential information, patents, invention and discoveries, moral rights, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Law** means any law of any applicable jurisdiction, including any common law, equity, statute, regulation, proclamation, ordinance, by-law, mandatory code of conduct, Australian Standard, Trade Control Laws, HSE Laws, writ, judgment and any award or other industrial instrument.

**Loss** means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs.

**Material** means software, firmware, tools, documentation, reports, data, diagrams, procedures, plans and other

materials.

**Module Terms** means the additional Supply-specific module terms and conditions that apply to the Supplies, as attached to these terms and conditions.

**Notifiable Event** has the meaning given in cl 7.8(e).

**Personal Information** means all personal information (as defined in the Privacy Act 1988 (Cth)) which is received or learnt by a party from any source as a consequence of or in the course of exercising or performing its rights and obligations under this Agreement.

**Personnel** means a party's employees, secondees, directors, officers, contractors, professional advisers and agents.

**PI Recipient** has the meaning given in cl 7.7(f).

**PO** means the purchase order issued by Telstra for the Supplies.

**Privacy Laws** means the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth), the *Telecommunications Act 1997* (Cth), the privacy policy issued by Telstra from time to time (available at [www.telstra.com.au/privacy](http://www.telstra.com.au/privacy)) and any other applicable Laws and binding industry codes and policies relating to the management of Personal Information applicable to the local jurisdiction in which the Supplies are received by a TGE and/or a TGE customer.

**Records** has the meaning given in cl 10.1.

**Related Body Corporate (or RBC):** (a) has the meaning given to that term in the *Corporations Act 2001* (Cth); or (b) if that Act does not apply, means an entity controlled by, controlling, or under common control with a party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity whether through the ownership of voting securities, by contract, or otherwise. For the Purposes of cl 10.8, the following is added to the end of paragraph (a) above: "but also as if each reference to a "body corporate" includes a proprietary company, a partnership or a trust"; and the following is added after the first use of the word 'entity' in paragraph (b) above: "(including a proprietary company, partnership or trust)".

**Specifications** means the specifications for each of the Supplies set out in: (a) the PO; and (b) any Documentation, but only to the extent that it is not inconsistent with that set out in the PO.

**Subsidiary** of an entity has the meaning given to that term in the *Corporations Act 2001* (Cth), but also include (a) a partnership in which the entity has, in aggregate, a direct or indirect interest of over 50% in the partnership or which is controlled by the entity; and (b) a trust in which the entity has, in aggregate, a direct or indirect interest of over 50% of the issued units of the trust.

**Supplier** means the entity that has agreed to provide Supplies under this Agreement.

**Supplier IP** has the meaning given in cl 6.2.

**Supplies** means the items, deliverables and/or services provided, or to be provided, by the Supplier to Telstra as identified in the PO (including any necessary Documentation).

**Supplier Materials** means all Materials provided by or on behalf of the Supplier in connection with this Agreement, other than the Third Party Materials and Developed Material, and includes any modifications and enhancements to these Materials (unless assigned to Telstra under this Agreement).

**Taxes** means taxes, levies, imposts, duties, excise, and charges, deductions or withholdings, however described, imposed by Law or government authority or agency, other than GST, Indirect Taxes, and any tax imposed on, or calculated having regard to, net income.

**Tax Deduction** means a deduction or withholding for or on account of Taxes from a payment.

**Telstra** means Telstra Corporation Ltd (ABN 33 051 775 556).

**Telstra Data** means data of any kind of a TGE or of any

customer or supplier of a TGE (other than the Supplier) that the Supplier accesses, stores or handles in the course of providing the Supplies, and includes all data that is: (a) Personal Information; (b) Telstra's Confidential Information; or (c) corporate proprietary or financial information.

**Telstra IP** has the meaning given in cl 6.1

**Telstra Group Entity (or TGE)** means any of the following entities: (a) Telstra; (b) a RBC of Telstra; (c) a body corporate, trust, partnership, proprietary company, unincorporated joint venture or other business association controlled by Telstra or a RBC of Telstra; or (d) an unincorporated joint venture or business association controlled by Telstra or a RBC of Telstra. For the purposes of (c) and (d), one body corporate will be deemed to control another when at the relevant time it has a shareholding, issues units, equity or participation interest of at least 30%. For the purposes of cl 10.8, TGE includes an entity that is a Subsidiary of Telstra or a Subsidiary of a RBC of Telstra.

**Telstra Materials** means all Materials provided by or on behalf of Telstra to the Supplier in connection this Agreement, including Telstra Data and Telstra inputs, and includes any modifications and enhancements to those Materials.

**Telstra Policies** means any policies identified in the PO or otherwise provided or updated or made available to the Supplier by Telstra on and from 20 Business Days after the policy is provided or made available (unless agreed otherwise in writing), including:

- (a) the Supplier Code of Conduct, available at <https://www.telstra.com.au/aboutus/our-company/supplying-to-telstra/sustainable-procurement>;
- (b) the Whistleblowing Policy available at: <https://www.telstra.com.au/content/dam/tcom/about-us/investors/pdf%20F/2020-Whistleblowing-Policy.pdf>); and
- (c) the Information Security Policy, as provided by Telstra.

**Telstra Third Parties** mean Telstra's third party contractors and service providers.

**Term** has the meaning given in cl 1.4.

**Third Party IP** has the meaning given in cl 6.3.

**Third Party Materials** means Materials provided by or on behalf of the Supplier in connection with the Agreement, the IP Rights in which are owned by a third party, including any modifications and enhancements to those Materials.

**Trade Control Laws** means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Australia, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council, and also includes U.S. antiboycott laws and regulations.

**Warranty Period** means, unless otherwise identified in the PO or SOW, the period of 24 months from:

- (a) the date of Delivery of the Supply; or
- (b) if the Supply is subject to an acceptance process, the date of acceptance of the Supply or first use by Telstra, and, for Supplies that are repaired or replaced during this period, will continue for the longer of: (i) the remainder of the original warranty period for those Supplies; or (ii) 12 months from the date on which those Supplies were last repaired or replaced.

**WHS** means the *Work Health and Safety Act 2011* (Cth) or any other applicable HSE Laws.

**SOFTWARE LICENCE MODULE**

In addition to the Head Terms, the following terms apply only to Software Supplies purchased by a Telstra Group Entity under the Agreement.

**1 SUPPLY OF SOFTWARE**

**1.1** The Supplier must provide the software identified in the PO (**Software**) and Documentation in the manner and by the delivery date specified in the PO.

**2 LICENCE OF SOFTWARE**

**2.1** On and from the date on which the Supplier provides the Software, and for the term specified in the PO (or if there is no term specified in the PO, for a perpetual term), the Supplier grants to Telstra a non-exclusive, royalty free, worldwide licence to:

- (a) use and modify, and to allow the other TGEs and Telstra Third Parties to use and modify, the Software and the Documentation for Telstra's business purposes (including for the purposes of the Telstra Third Parties providing services to Telstra and the TGEs); and
- (b) make as many copies of the Software and Documentation as reasonably required for the purposes of backup, testing, disaster recovery (including for use at mirror sites established for disaster recovery) security and archiving at no additional charge.

**2.2** The licence terms set out in cl 2.1 apply in relation to the Software and Documentation notwithstanding anything to the contrary in the Head Terms.

**2.3** Telstra will not remove or alter any of the Supplier's notices that appear on the Software or Documentation.

**2.4** Except as otherwise permitted under this Agreement or any Law, Telstra will not rent, lease, reverse engineer, decompile or disassemble the Software.

**2.5** Telstra may move or transfer licences to the Software between machines (including virtual machines) or platforms at no additional cost.

**2.6** If the PO specifies that the licence to use the Software and Documentation is for a fixed term, Telstra may retain and continue to use one copy of the Software and Documentation after the expiry of that term or earlier termination of this Agreement for archival, regulatory compliance and audit purposes.

**2.7** If the PO specifies that the licence to use the Software is restricted by quantity and Telstra makes changes to the machines or platforms on which the Software is installed, for a grace period of 60 Business Days Telstra may create and use such additional copies of the Software as necessary to effect such a change. The Supplier must not unreasonably refuse to extend that grace period.

**2.8** If the PO specifies that the licence to use the Software and Documentation is perpetual and Telstra has paid all applicable licence fees in full, the licence granted does not terminate even if this Agreement expires or is terminated by either party.

**3 DOCUMENTATION**

**3.1** The Supplier must develop and maintain all Documentation on a regular basis and provide Telstra with any new or updated Documentation as soon as reasonably practicable.

**3.2** Where the Documentation is or becomes inaccurate or incomplete, the Supplier must correct such Documentation and deliver to Telstra the corrected Documentation within 10 Business Days.

**3.3** Supplier may provide or deliver Documentation by notifying Telstra (where applicable) that the Documentation is available to download.

**HARDWARE MODULE**

In addition to the Head Terms, the following terms apply only to Hardware Supplies purchased by a Telstra Group Entity under the Agreement.

**1 SUPPLY OF HARDWARE**

**1.1** The Supplier must deliver the hardware identified in the PO (**Hardware**), together with the relevant Documentation (including any user manuals):

- (a) to the shipping address specified in the PO (**Place of Delivery**);
- (b) on a 'delivered duty paid' (as that term is defined in the 'International Chamber of Commerce INCOTERMS 2010 Edition') basis to the Place of Delivery;
- (c) by the delivery date specified in the PO; and
- (d) only during the relevant delivery schedule approved by Telstra

(**Delivery**).

**1.2** The Supplier must obtain a signed receipt of Delivery of such Hardware from an authorised Telstra representative (including the sighting of relevant identification) and must not leave Hardware unattended at the Place of Delivery without Telstra's prior written consent.

**1.3** Where Telstra places one or more Purchase Orders for separate hardware that are designed or intended to be used together (**Related Hardware**) the Supplier must not invoice Telstra the Fees for the Related Hardware until it is entitled under this Agreement to invoice Telstra for all applicable Related Hardware.

**2 PACKING AND LABELLING**

**2.1 Packing:** The Supplier must fix a packing list giving full details of the contents of a consignment to the outside of the packaging so that it is easily located and unlikely to be lost or damaged, including the following details: (a) Place of Delivery address; (b) relevant identity numbers (e.g. PO, line item, and manufacturer's part/item numbers or Telstra's serial/item numbers (where allotted)); (c) item description and quantity; (d) consignment weight in kilograms; (e) any recommended handling instructions; (f) any special safety/dangerous goods details; and (g) dispatch date.

**2.2** The Supplier must pack the Hardware:

- (a) securely to prevent damage in transit, storage and distribution, including to protect Hardware against mechanical shock and vibration from transportation, water and humidity, deterioration through excessive heating and drying; fungi, bacteria, pests, static electricity, and changes in atmospheric pressure;
- (b) where they constitute dangerous hardware, so that they are identified, classified and packed in accordance with sections 3, 4, & 5 of the Australian Code for the Transport of Dangerous Goods by Road and Rail (latest edition);
- (c) as individual items or in reasonably and logically sized packs, and where possible, so the weight of individual packs do not exceed 20kg and is compatible with Telstra's 'Unit of Qty or Issue Unit' as advised by Telstra;
- (d) where large quantities are supplied and the items are to be issued as single units, with dividers inserted in reasonable and logical breaks to assist in their issue and stocktaking;
- (e) where they contain components that are liable to sustain or cause damage if mounted in the hardware during transportation in a manner so that:
  - (i) such components are removed from the Hardware and packed separately; and
  - (ii) the case containing such components is identified and cross referenced to the Case containing the main unit for which they are required;
- (f) in packaging materials that are (i) kept to a minimum and

where possible are reusable, recyclable and degradable; (ii) safe and easy to dispose of; (iii) non-corrosive, non-toxic and where possible non-flammable; (iv) compliant with Australian Standard 3537 (latest edition) where packaging materials use solid or corrugated fibreboard boxes; and (v) labelled with plastic recyclable codes; and

- (g) where cases or crates are used and not stacked onto pallets, with external battens secured beneath the case or crate to facilitate handling by standard fork lifts and to allow for block stacking of the Hardware.

### 3 DOCUMENTATION AND INFORMATION

- 3.1 Documentation:** Where the Documentation is or becomes incomplete or inaccurate, the Supplier must correct such Documentation and deliver to Telstra the corrected Documentation as soon as reasonably practicable.
- 3.2 HSE information:** If requested by Telstra, the Supplier must demonstrate to Telstra that:
- (a) it has taken all reasonably available steps to ensure that the Hardware is designed, constructed or manufactured so as to be, so far as is reasonably practicable and when used in accordance with accompanying information provided to Telstra, safe and without risks to the health and safety of any person or the environment; and
- (b) to the extent that it is possible to do so, the manufacturer or original Supplier of the Hardware has carried out research, testing and examination necessary to discover and eliminate or minimise any risk to the health or safety of any person or the environment that may arise from the condition of the Hardware.
- 3.3** Before delivery of any Hardware, the Supplier must provide all information required by Law.
- 3.4** The Supplier must ensure that the use of the Hardware in accordance with the information provided by the Supplier will not cause an unreasonable risk to the environment or the health and safety of any person.
- 3.5** If in Telstra's reasonable opinion the Supplier is or may be in breach of this cl 3.5 then, if directed by Telstra, the Supplier must provide to Telstra:
- (a) any supporting HSE information in relation to any aspect of the safety of, and the correctness of, any of the information submitted by the Supplier; and
- (b) verification from a suitably qualified third party, as to the safety of the Hardware.

### 4 EVOLUTION AND OBSOLESCENCE PROTECTION

- 4.1 Compatibility:** The Supplier must ensure that all Hardware supplied and operating in Telstra's environment and network, including any spares and inventory, will be compatible with and fully interoperate with previously supplied Hardware.
- 4.2 Current versions:** The Supplier must:
- (a) continue to offer a current version of the Hardware, or equipment that is directly substitutable for the Hardware and that complies with the Specifications, for:
- (i) the commercial life of the Hardware specified in the PO; and
- (ii) at least the current version notice period specified in the PO, after written advice that that version will cease to be offered; and
- (b) during the period in cl 4.2(a)(ii) offer the Hardware or substitute equipment to Telstra at a price no less favourable to Telstra than if the Hardware had not been discontinued.

### 5 QUALITY

- 5.1** The Supplier must:
- (a) comply with all applicable Australian standards with respect to the Hardware;
- (b) ensure that all Hardware, and any repaired, modified or replaced components of Hardware, are:
- (i) new, or of a quality equivalent to new, components;

and

- (ii) comply with the Specifications;
- (c) promptly respond to any complaints from Telstra concerning the Hardware; and
- (d) maintain records relating to failure and repair of Hardware for the longer of:
- (i) the Term of this Agreement; and
- (ii) the Warranty Period,

in a format agreed by the parties, and provide Telstra with a copy of those records on request by Telstra.

### 6 PARTIAL OR DEFECTIVE HARDWARE

- 6.1** Where some or all of the Hardware is not Delivered in compliance with this Agreement or have any Defects (are **Defective**) at the time of Delivery, Telstra may:
- (a) accept the non-compliant or Defective Hardware, provided that the Supplier remedies such non-compliance or Defect within the timeframe agreed between the parties; or
- (b) reject any non-compliant or Defective Hardware but accept Delivery of the remainder of the Hardware ordered with the Defective Hardware, and either require re-Delivery of the rejected Hardware or terminate this Agreement in part in respect of the rejected Hardware.
- 6.2** For any Hardware that Telstra rejects:
- (a) Telstra will return the Hardware to the Supplier at the Supplier's cost; and
- (b) title to and risk in the Hardware will revert to the Supplier when the Hardware is delivered to a carrier for return.
- 6.3** For a period of 5 years from the date of Delivery of that Hardware (unless otherwise specified in the PO), where any Hardware has a Design Defect during the Warranty Period, the Supplier must, (in addition to its other obligations under this Agreement):
- (a) rectify the Design Defect within a reasonable period specified by Telstra, with rectification to include recovery, repair or replacement, and re-installation of the affected Supplies;
- (b) maintain a register and report on Design Defect Status; and
- (c) notify Telstra in writing of a Design Defect within 2 Business Days of becoming aware of the Design Defect.
- 6.4** For the purpose of cl 6.3, a **Design Defect** is an attribute in any Hardware Supply that:
- (a) results or is likely to result in a continuing pattern of the same type of failures that is not reasonably expected for the type of Hardware or outside the incidence of random failures contemplated in the Specifications; or
- (b) means use of the Hardware in accordance with this Agreement will create an inherent risk of Telstra suffering some Loss that is not reasonably expected for the type of Hardware.

### 7 FORECASTS AND BUFFER STOCK

- 7.1** Telstra may elect to provide regular forecasts (**Forecasts**) of its anticipated demand for any of the Hardware as set out in the PO.
- 7.2** Any Forecasts Telstra provides are indicative only, and are not a commitment to purchase the forecast amounts. Telstra will not be liable for any failure to place orders in accordance with a Forecast.
- 7.3** If Telstra specifies a quantity of Hardware in the PO that the Supplier must maintain in order to meet Telstra's anticipated demand for that Hardware (**Buffer Stock**), the Supplier must maintain the Buffer Stock.

**MAINTENANCE & SUPPORT MODULE**

In addition to the Head Terms, the following terms apply only to Maintenance & Support Supplies purchased by a Telstra Group Entity under the Agreement.

**1 SUPPLY OF MAINTENANCE AND SUPPORT**

**1.1 Support Period**

- (a) During the period set out in the PO (the **Support Period**), the Supplier must perform the maintenance and support obligations set out in the PO and these Module Terms (**Maintenance and Support**) in respect of the Supplies identified in the PO (**Maintained Supplies**) in accordance with this Agreement.
- (b) If a Warranty Period applies to the Maintained Supplies during the Support Period, Maintenance and Support will be provided at no cost to Telstra until the expiry of that Warranty Period.

**1.2 Changes to Maintained Supplies**

- (a) Telstra may: (i) withdraw items from the Maintained Supplies by providing one month's written notice to the Supplier; and (ii) add items to the Maintained Supplies with the Supplier's consent.
- (b) If Maintained Supplies are withdrawn or added pursuant to sub-cl (a) above, then:
  - (i) within ten (10) Business Days of notification, the Supplier will provide an updated list of Maintained Supplies, to be executed by both parties; and
  - (ii) to the extent that the Maintenance and Support is provided on a fixed fee basis, the parties will agree to adjust the applicable Fees by varying the PO to reflect any material changes to Maintained Supplies (including the volume of work required to provide the Maintenance and Support).

**2 HELP DESK**

**2.1** Where specified in the PO, the Supplier must make available a help desk facility (**Help Desk**) to Telstra to enable:

- (a) the Supplier to respond to requests made to the Help Desk;
- (b) the Supplier to respond to technical and user questions relating to the Maintained Supplies; and
- (c) Telstra to report the Supplier Defects of which it becomes aware,

each in accordance with the Service Levels.

**2.2** When reporting a Defect to the Supplier, Telstra must provide any information relating to that Defect reasonably requested by the Supplier.

**3 REMEDIAL MAINTENANCE**

**3.1** The Supplier will provide remedial maintenance, including defect rectification in accordance with this clause, to ensure that the Maintained Supplies are fully functional and perform in accordance with the relevant Specifications

**3.2** Defects will be classified by Telstra according to the classifications set out in the table below. Telstra may reclassify a Defect by notice to the Supplier if the impact or importance of the Defect changes.

Severity Level	Description
<b>Severity 1 Incident - Critical</b>	Customer impacting incident requiring immediate corrective action due to the large number of customers affected or that has major business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or that has the potential to result in damage to Telstra's brand/reputation or incur a major financial penalty.

Severity Level	Description
<b>Severity 2 Incident - High</b>	Customer impacting incident requiring prompt corrective action due to the large number of customers affected or that has significant business impact as a result of a network, product or service unavailability or degradation across national or multiple geographical areas or that has the potential to result in damage to Telstra's brand/reputation or incur a major financial penalty.
<b>Severity 3 Incident - Medium</b>	Customer impacting incident requiring a managed restoration where business impact is minimal despite network, product or service unavailability or degradation.
<b>Severity 4 Incident - Low</b>	Customer impacting incident requiring restoration where business/customer impact is manageable despite network, product or service unavailability or degradation.
<b>Service Request (Problem)</b>	All other network activities that have no impact on customers and are not otherwise classified as a severity incident.

**3.3** When a Defect is reported to the Supplier, or when the Supplier becomes aware of a Defect, the Supplier must:

- (a) **respond** – notify Telstra in accordance with the Defect notification procedure agreed between the parties;
- (b) **restore** – restore the Maintained Supplies affected by the Defect (which may include the provision of a workaround or alternative procedure to address the Defect, provided that this does not adversely affect the Maintained Supplies and the Supplier uses its best endeavours to limit the use of workarounds); and
- (c) **rectify** – permanently fix the Defect,

in each case within the timeframes specified in the service levels contained in clause M4 below (**Service Levels**). Each workaround and fix will be deemed to form part of the Supplies, and the Supplier must provide such information about the workaround or fix as reasonably requested by Telstra.

**4 SERVICE LEVELS**

**4.1** The Supplier must meet or exceed the following service levels in the performance of Maintenance and Support:

Service Levels and Service Credits Points (SCPs)*				
Availability				
Availability	99.99%	SCPs	150	
Defect Rectification				
Severity	Respond	Restore	Rectify	SCPs
<b>Severity 1</b>	30 min	90 min	15 Business Days	250
<b>Severity 2</b>	60 min	3 hours	20 Business Days	150
<b>Severity 3</b>	2 hours	6 hours	30 Business Days	100
<b>Severity 4</b>	2 hours	48 hours	Next Release	50

\*SCPs only apply to SaaS Supplies provided under this Agreement

**4.2** If the Supplier fails to meet a Service Level in relation to any SaaS Supplies provided under this Agreement, it must pay

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Telstra a percentage of the Fees for that month, calculated in accordance with the table below (**Service Credits**):

SCPs in the month	% of Fees for the month
0-200	0%
250-300	5%
Each 50 SCPs thereafter	An additional 1%, up to max of 20%

- (c) any parts replaced or repaired; and
  - (d) the time that the Defect was resolved,
- and must provide Telstra with a copy of those records on request by Telstra.

- 4.3 The Supplier must measure and report its performance against service levels on a monthly basis, and where requested by Telstra, attend any meetings to discuss its performance.

### 5 RELEASES

- 5.1 This clause 5 applies only to the extent that any Software or firmware forms part of the Maintained Supplies.
- 5.2 The Supplier must offer any improvements to, or modifications, enhancements or extensions of the existing functionality or performance of any Software or firmware that forms part of the Supplies, including fixes to and updates or new releases of the Software or firmware (each a **Release**) promptly after they become available and, if requested by Telstra, provide any information relating to that Release reasonably requested by Telstra.
- 5.3 If Telstra notifies the Supplier that it wishes to use a Release:
- (a) the Supplier must deliver the Release at no additional charge or increase to the Fees;
  - (b) that Release will be deemed to be part of the Maintained Supplies and provided on the same terms as those Maintained Supplies.
- 5.4 Telstra is not obliged to accept a Release. Where Telstra notifies the Supplier that it does not wish to use an Update, continue to provide Maintenance and Support in relation to the existing Maintained Supplies.
- 5.5 Supplier must provide Maintenance and Support in respect of (at minimum) the then-current major version, and the two previous major versions, of the Maintained Supplies.

### 6 REPLACEMENT OF PARTS

- 6.1 Unless otherwise specified in the PO, Maintenance and Support will include repair and replacement of parts deemed necessary by the Supplier or the manufacturer for the proper performance of the Maintained Supplies, and may include the rebuilding of any Hardware.
- 6.2 All parts will be furnished on an exchange basis, and will be new standard parts, or of a quality equivalent to new. Unless otherwise agreed between the parties, for original hardware manufacturer items, replaced parts must be certified by the original hardware manufacturer.
- 6.3 The Supplier warrants that any replacement parts provided during the Support Period will be free of Defects in materials and workmanship for a new Defect Warranty Period starting from the date of replacement.

### 7 DOCUMENTATION AND RECORD KEEPING

- 7.1 The Supplier must amend or substitute the Documentation in order to address and adequately explain any implications of:
- (a) any substitution or modification of the Maintained Supplies; and
  - (b) any rectification of an error in the Maintained Supplies, as soon as reasonably practicable and in any event within 10 Business Days of the date of the substitution, modification or rectification.
- 7.2 The Supplier must keep full records of Maintenance and Support provided, including, for each Defect:
- (a) the time that the Defect was reported or identified;
  - (b) the remedial action taken, including the time each action is taken;

**SAAS MODULE**

The following terms apply to Software as a Service (SaaS) Supplies purchased by a Telstra Group Entity under the Agreement.

**1 SUPPLY OF SAAS**

- 1.1** The Supplier must provide the cloud hosted software, services and Documentation identified in the PO (**SaaS**) to Telstra and any other persons (or class of persons) specified in the PO (**Authorised Users**):
- (a) in accordance with this Agreement, including by any required dates set out in the PO; and
  - (b) in a way that:
    - (i) allows Telstra and all the Authorised Users to make full and proper use of the SaaS; and
    - (ii) meets or exceeds all applicable Service Levels in this Agreement, including as set out in the PO.
- 1.2** The Maintenance and Support Module Terms apply to all services provided as part of the SaaS Supplies, and the Fees for such Maintenance and Support services are included in the SaaS licence Fees. As part of the reporting for SaaS, the Supplier will provide a report containing a high-level “dashboard” illustrating its performance against the Service Levels for each calendar month.
- 1.3** The Supplier’s obligations in relation to Documentation in cl 3.1 of the Software Module Terms apply to all SaaS Documentation.
- 1.4** The Supplier must provide to (and maintain throughout the PO term) Telstra and its Authorised Users all applicable account/credential, log in or access codes, passwords, SaaS portals (if any) and any other similar access requirements required by Telstra and its Authorised Users to make full and proper use of the SaaS and Documentation.

**2 LICENCE TO SAAS**

- 2.1** The Supplier grants to Telstra a non-exclusive, worldwide licence to:
- (a) access and use, and to allow the Authorised Users to access and use, the SaaS (including access to any Supplier portals) and the Documentation for Telstra’s business purposes (including for the purposes of Telstra Third Parties providing services to Telstra and the TGEs) for the term specified in the PO; and
  - (b) make as many copies of the Documentation as Telstra considers necessary to make full use of the SaaS and for backup, testing, security and archival purposes at no additional charge.
- 2.2** The licence terms set out in cl 2.1 apply in relation to the SaaS and the Documentation notwithstanding anything to the contrary in the Head Terms.

**3 MAJOR UPDATES AND MODIFICATIONS**

- 3.1** The Supplier may make major modifications or updates to the SaaS on at least 20 Business Days’ notice to Telstra only if the Supplier:
- (a) makes available to the Authorised Users at no additional charge all improvements and additions that the Supplier incorporates into its standard SaaS service offering; and
  - (b) does not make any major modifications or updates that are likely to detrimentally affect or interrupt the use of the SaaS by Telstra or an Authorised User, including removing any features or reducing functionality of the SaaS.

**4 HOSTING OF THE SAAS**

- 4.1** The Supplier must supply, maintain and keep up-to-date, all hardware, software and network infrastructure (**Infrastructure**) necessary to comply with the Supply of SaaS to Telstra and Authorised Users under this Module.
- 4.2** The Supplier must ensure that:
- (a) all commercially available software that is part of the

Infrastructure is:

- (i) maintained at no more than one version behind the then-current version (i.e. version n-1); and
  - (ii) at all times a supported version of that software;
- (b) the Infrastructure is sufficient to allow the simultaneous use of the SaaS by all Authorised Users; and
  - (c) the software and hardware identified in the Specifications as the minimum requirements for client systems are sufficient to allow the use of the SaaS by Authorised Users, in a manner that complies with the Specifications and any Service Levels.

**4.3** Where

- (a) the SaaS is provided from a shared hardware or software environment; and
  - (b) Telstra notifies the Supplier that segregation of relevant systems, processes or data is required,
- then the Supplier must not store any Telstra Data on the same virtual server instance or physical environment used to store any third party data.

**5 USE OF THE SAAS**

**5.1** Telstra will:

- (a) use the SaaS for lawful purposes and in accordance with this Agreement;
- (b) use its best endeavours to protect any login credentials for accessing and using the SaaS and Documentation against misuse and promptly notify the Supplier upon becoming aware of any need to suspend or change such credentials; and
- (c) except as permitted under this Agreement or any Law, not rent, lease, reverse engineer, decompile or disassemble the SaaS.

**6 POST-TERMINATION OBLIGATIONS**

**6.1** During: the period from:

- (a) the notice of termination or date of expiry of the Agreement; and
- (b) for a period of 120 days (or such longer period agreed by the parties) following the effective date of expiration or termination of the Agreement,

if requested by Telstra, the Supplier must:

- (c) grant Telstra and its Personnel limited access (including any applicable licences) to the SaaS platform (including use of applicable APIs and SaaS portal(s)) solely for purposes of Telstra’s (and/or such nominated third party’s) retrieval of Telstra Data and any other Confidential Information; and
- (d) provide reasonable assistance as requested by Telstra for the purposes of migrating Telstra Data from the Supplier’s systems onto Telstra’s systems and the systems of any third party nominated by Telstra. Any migration may be carried out in stages in accordance with a project plan and timetable specified by Telstra.

**7 DATA SECURITY OBLIGATIONS**

- 7.1** In addition to cl 7.8 of the Head Terms, the Supplier must comply with this clause at no additional cost to Telstra.
- 7.2 Security patching:** When a security patch becomes available, the Supplier must ensure it patches any part of its network that stores or processes Telstra Data or connects to Telstra’s networks as soon as reasonably practicable.
- 7.3 Encryption:** The Supplier must ensure that:
- (a) all Telstra Data is encrypted at rest and in transit in accordance with Telstra’s encryption standards; and
  - (b) all devices accessing, storing or processing Telstra Data have end point encryption installed.
- 7.4 Controlled access to systems and logging:**
- (a) The Supplier and its Personnel must only access Telstra Data for the purposes of providing the Supplies;

- (b) the Supplier must keep and maintain accurate and up-to-date records of any access, collection or changes of Telstra Data by Supplier (**Data Records**), including details of the relevant Supplier Personnel involved and the date and purpose of the access, collection or change; and
- (c) at Telstra's request, Supplier must provide Telstra with copies of the Data Records in real time, and if not possible, within 24 hours of real time.

**7.5 Data Loss Prevention Capability:** The Supplier must have in place appropriate software, systems and processes that are designed to detect and prevent loss of Telstra Data.

**7.6 Back up and data recovery capability:** The Supplier must:

- (a) make backup copies of the Telstra Data and system configurations at least every 10 Business Days (**Back-Ups**);
- (b) store Back-Ups securely in accordance with Telstra's backup requirements;
- (c) retain Back-Ups at no additional cost to Telstra for 42 Days (or longer if requested by Telstra); and
- (d) provide Telstra Data to Telstra if requested.

**7.7 Vulnerability detection:** Supplier must:

- (a) ensure that any server or computer connected to the Internet that is used to access, store, modify or use Telstra Data undergoes vulnerability scans:
  - (i) monthly; and
  - (ii) promptly following any system change; and
- (b) immediately fix any vulnerabilities discovered and report such vulnerabilities and fixes to Telstra as soon as reasonably practicable.

**7.8 Erasure of Telstra Data:**

- (a) Telstra must approve the occurrence and method of any de-identification, destruction or permanent erasure of Telstra Data under this Agreement in writing.
- (b) If Supplier must replace data storage infrastructure under this Agreement, it must ensure any Telstra Data is permanently erased or the infrastructure is destroyed in a secure destruction centre.

**RESALE MODULE**

In addition to the Head Terms, the following terms apply to Supplies purchased for resale purposes by a Telstra Group Entity under the Agreement.

**1 SUPPLY FOR RESALE**

- 1.1 The Supplier must:
- (a) provide the Supplies ordered for the purposes of resale to customers that Telstra wishes to resell the Supplies to (**Customers**); and
  - (b) ensure the Supplies comply with all applicable requirements of the ACL that would apply to the Supplies if the Supplier were supplying them directly to customers.

**2 TELSTRA RESALE RIGHTS**

- 2.1 Telstra may:
- (a) market, distribute, bundle and resell (and, where applicable, sub-license) the Supplies to Customers in any manner whatsoever;
  - (b) determine the price that it charges Customers for the Supplies; and
  - (c) use any Supplies intended for resale itself. Any liability of Telstra in relation to the use of the Supplies by a Customer will be limited to the amount (if any) that Telstra actually recovers from the Customer in relation to that use.

**3 ASSISTANCE BY SUPPLIER**

- 3.1 The Supplier must provide assistance to Telstra, the Customer and any Telstra Third Parties as reasonably requested to enable Telstra to resell the Supplies to Customers.

**4 CONSENTS**

- 4.1 If Telstra notifies the Supplier that it must obtain consent from a Customer in relation to the Supplies, the Supplier must not commence providing the Supplies to, or in connection with, that Customer unless and until Telstra notifies the Supplier in writing that such consent has been obtained.

**5 CUSTOMER COMMUNICATION**

- 5.1 Except as required or permitted by Law or as expressly agreed by Telstra, the Supplier must not, and must ensure that its RBCs and Personnel do not:
- (a) communicate with Customers in relation to the Supplies; and
  - (b) directly or indirectly, deal with, market to, or sell to, any Customers using information generated, obtained or produced under or in connection with the Agreement.

**6 MARKETING AND BRANDING**

- 6.1 The Supplier grants to Telstra a non-exclusive, royalty-free, non-transferable right and licence to use and reproduce any trademarks, names or logos of the Supplier and any documentation and other promotional material related to the Supplies for the purpose of resale of the Supplies.

**7 CUSTOMER CONTRACTS**

- 7.1 Where Telstra resells Supplies to a Customer, Telstra may enter into an agreement with that Customer for the provision of the Supplies (**Customer Contract**). Telstra may include terms in a Customer Contract:
- (a) that are equivalent to the rights granted to, and the obligations owed to, Telstra under this Agreement; and
  - (b) the performance of which are reliant on the Supplier fulfilling its obligations under this Agreement.

**8 EXPORT COMPLIANCE**

- 8.1 The parties acknowledge and agree that:
- (a) certain Supplies provided under this Agreement (including any SOW) may be subject to Trade Control Laws; and
  - (b) neither party will export or re-export any such Supplies or undertake any transaction in violation of such Trade

Control Laws; and

- (c) the Supplier will take all reasonable steps to ensure that its suppliers and sub-contractors who provide goods or services in its supply chain, comply with all such Trade Control Laws.

**9 CUSTOMER SPECIFIC TERMS**

- 9.1 Where any terms are identified in this Agreement as 'Customer Specific Terms' to apply in respect of a particular Customer or Customer Contract (or both) (**Customer Specific Terms**):
- (a) those terms will apply in respect of Supplies resold to the relevant Customer or under the relevant Customer Contract; and
  - (b) notwithstanding clause 1.6 of the Head Terms, if any inconsistency arises between those terms and any other terms of this Agreement, those terms will prevail.

**10 SUPPLIER END-USER TERMS**

- 10.1 If this Agreement identifies Supplier end user terms (**End User Terms**) and specifies that such End User Terms will apply in respect of particular Supplies:
- (a) Telstra will use its best endeavours to incorporate terms substantially similar to the End User Terms in a Customer Contract for the resale of those Supplies; and
  - (b) the End User Terms will not apply in respect of use of those Supplies by Telstra Group Entities under this Agreement.

**11 LIABILITY AND TERMINATION PROVISIONS RELATING TO CUSTOMERS**

- 11.1 The Supplier indemnifies Telstra Indemnified Persons against all Loss suffered or incurred by Telstra Indemnified Persons in connection with any Claim by any Customer arising in connection with:
- (a) any breach of this Agreement by the Supplier; or
  - (b) the negligence, wrongful acts or wrongful omissions of the Supplier or its Personnel, except to the extent that the Loss is directly attributable to the negligence or wrongful act or wrongful omission of the Telstra Indemnified Person.
- 11.2 No limitation or exclusion of liability applies to any Loss suffered or incurred by Telstra Indemnified Persons that is covered by the indemnity in clause 11.1 of this Resale Module.
- 11.3 Where any Customer Contract is terminated for any reason, Telstra may terminate this Agreement in relation to the whole or any parts of any PO's, SOW's or Supplies that are directly affected by such termination immediately by notice to the Supplier.

- 11.4 If this Agreement expires or is terminated by the Supplier, the terms of this Agreement will continue to apply and the expiry or termination will not take effect for such time as Telstra reasonably requires to complete or exercise any right to terminate any existing Customer Contract.

**12 RESALE AUTHORISATION WARRANTY**

- 12.1 The Supplier warrants that it is authorised to provide the Supplies ordered for the purposes of Telstra's resale of the Supplies to Customers.