

GLOBAL BUSINESS SERVICES AGREEMENT

How your GBSA Works

We've designed our GBSA so you can easily add new services over time. It is made up of:

- **Service Order Forms**, which cover pricing and important technical information;
- **Service Schedules**, which cover specific terms for each type of service you order (such as service levels and service level credits); and
- **Agreement Terms**, that set out our general terms and conditions.

Our commitments to each other

Our commitment to you

We want our services to meet and exceed your expectations and will work hard to meet our commitments to you on service availability and provisioning and repair times. However, as some of our services rely on the networks of others and need to interact with your systems and equipment, we can't promise they won't be interrupted or be fault free. If we don't meet our commitments to you, most of the time you'll be able to claim a credit from us.

Your commitment to us

We ask that you help us, so we can provide the services to you. Please make sure you only use compatible equipment, follow our Acceptable Use Policies and only let those you authorise use the services. Please don't resell or resupply our services without getting our approval.

Third Party IP claims

We agree to hold you harmless for any loss you incur because of a claim by a third party against you that your use of the services, or any material provided by us, infringes their intellectual property rights – as long as you let us handle the defence and settlement of any claim and that the claim does not arise from services/material which is modified by you.

Confidentiality and Privacy

Protecting your information is important to us and we will keep your data private and confidential. However, we will use it so we can provide the services to you, for research and development, to market to you, and comply with our legal requirements. Your data may be securely stored and accessed offshore. When contracting with you for your services, if we encounter any personal information, for example, names or email addresses of your employees, or any of your end-users (if applicable to you), we will deal with that information in accordance with our Privacy Statement, and applicable law and regulation.

Payments, Taxes & Invoicing

Our fees generally exclude tax

Unless we say otherwise, the charges for your services are exclusive of all taxes and we will set out in our invoice the amount of taxes that you need to pay. If you have a query, please contact our sales team for assistance.

Please pay invoices within 30 days

We will ask you to pay fixed and once-off charges in advance, and usage charges in arrears. Invoices need to be paid within 30 days, except if they're disputed. If you pay an invoice late, we may charge you interest on unpaid amounts. We may also limit, suspend or cancel your services.

The start and end of our agreement

Term

This is how long you need to acquire the service from us. The term for a service starts when you can start using it, or once the relevant acceptance test period ends. At the end of the term, the services will continue on a rolling basis. If you cancel before the end of the term, an early termination charge may apply.

Termination

Each of us can terminate the agreement if the other party commits a material breach and doesn't fix it within 30 days, or for any reason by giving the other party at least 30 days' notice.

What happens if there are problems

Cancellation or suspension of services

You can cancel a service by giving us at least 30 days' notice. An early termination charge may apply if you cancel before the end of the minimum term of that service. In some cases we may limit, suspend or cancel your services. Generally, we will only do this if you breach a material term of our agreement (for example, where you have not made timely payment for your services, and with notice to you), if you become insolvent, or if supplying the services could break the law, cause injury or damage to property.

Dispute Resolution

If there are any issues of concerns, please talk to us. Before taking formal legal action, we generally need to try and resolve the issues ourselves and, if that doesn't work, we agree to try arbitration.

An overview of our Liability

If we fail to meet a service level, our liability will be limited to the service level credit available under the relevant service schedules. If we breach the GBSA in any other aspect or are negligent, we accept liability for any resulting personal injury, death, damage to your real property, and any loss you reasonably and directly incur. This is subject to any limits set out in the GBSA. We don't accept liability for any indirect loss, or for loss caused by you or anybody else who isn't our supplier.

Other things you should know



The GBSA represents the entire agreement between us, so there's no doubt about what is and isn't included. It also describes what happens if an event beyond a party's control happens, deals with warranties and third party rights, and provides that a party doesn't waive a right if they don't immediately act on it.