

AGREEMENT FOR AMAZON WEB SERVICES (AWS) SERVICES



1 THIS AGREEMENT

- 1.1 This Agreement is between the Telstra entity named in the Service Order Form (**we, us, our**) and the customer entity specified in your Service Order Form (**you or your**) for the Amazon Web Services (AWS) Services (**AWS Services**).
- 1.2 By completing your Service Order Form, you acknowledge and agree that you have read and accept the terms of this Agreement (including all terms or other documents incorporated by reference).
- 1.3 You acknowledge and agree that:
- (a) subject to clause 1.3(b), we may amend the terms of this Agreement from time-to-time by publication of the varied terms at: www.telstra.com/awsterms (or as made available by us on any successor or related site);
 - (b) if we reasonably consider a change to the terms of this Agreement will cause detriment to you, we can make the change by first giving you notice of the change. You can cancel your AWS Services within 30 days of our notice if you do not accept the changes by giving us 30 days' notice of cancellation, in which case:
 - (i) you will only incur usage fees and charges for the AWS Services up to the cancellation date; and
 - (ii) if you have been billed in whole or part in advance for a Reserved Instance AWS Service, the services will be transitioned to AWS under your AWS Services Agreement,
 - (c) subject to clause 1.3(b), by continuing to use the AWS Services, you agree to the amended terms. If you do not agree, you can terminate your AWS Services under clause 6.2.

2 AWS SERVICES

- 2.1 The AWS Services allows us to invoice you for the AWS Services you receive or access from AWS under your AWS Services Agreement. You must pay us for your AWS Services under the terms of this Agreement.
- 2.2 Further details regarding the AWS Services is available at: <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+--+Program+Guide+for+End+Customers.pdf> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

Eligibility and your obligations

- 2.3 Our provision of the AWS Services is subject to you, for the Term of this Agreement:
- (a) having a separate AWS Services Agreement with AWS to receive and access AWS Services directly from AWS;
 - (b) having a connection into your private network via a service from us. The terms for these services are not part of this Agreement. If you are not already receiving these

services from us, you can acquire them from us under a separate agreement and order for these services. Unless we agree otherwise, you must acquire only from us all services you use for carrying data to or from your AWS Services; and

(c) complying with all applicable laws relating to the AWS Services.

2.4 The AWS Services are not generally available to Public Sector Customers. By entering this Agreement you acknowledge and confirm:

(a) you are not a Public Sector Customer; or

(b) if you are a Public Sector Customer you are located in Australia and before entering this Agreement, you have:

(i) entered an AWS Services Agreement directly with AWS; and

(ii) received confirmation in writing from us that you comply with clause 2.4(b)(i).

2.5 You permit us to disclose any of your information to AWS for the purpose of clause 2.4.

2.6 We may terminate, cancel or suspend your AWS Services by notice to you, at any time after you enter into this Agreement if it is found you are in breach of clause 2.3 or 2.4.

Separate agreement with AWS for AWS Services

2.7 You acknowledge and agree that:

(a) we do not provide you with any AWS Services under this Agreement. You receive your AWS Services from AWS under the terms of your AWS Services Agreement which governs your access to and use of those services (except for any terms relating to billing, payment and taxes which are replaced with the terms in clauses 3 and 4 of this Agreement);

(b) you will not prevent AWS exercising any of its rights or performing any of its obligations under your AWS Services Agreement;

(c) contractual rights, commitments or obligations between you and AWS under your AWS Services Agreement in respect of the AWS Services, do not apply between us and you; and

(d) you will not pursue us, and we have no liability to you (including your end users) or any third party, for any Losses arising out of, or in connection with, your AWS Services and AWS Services Agreement.

Accessing your AWS account

2.8 If you do not already have an AWS account, you consent to us, on your behalf:

(a) creating an AWS account in the legal name of the entity you have nominated in your Service Order Form; and

(b) entering and accepting an AWS Customer Agreement (located on the AWS site at <http://aws.amazon.com/agreement>) between you and AWS, the terms of which you acknowledge you have read and accept.

3 PAYMENT AND INVOICING

- 3.1 We will invoice you and you must pay us the charges and fees for the AWS Services which have been incurred on your AWS account.
- 3.2 You agree that:
- (a) AWS Services are sold globally and are quoted in a single currency – the US dollar; and
 - (b) the pricing for your AWS Services made available in pricing information we provide you, your AWS account or otherwise is displayed in US dollars and does not include Taxes (unless specified otherwise).
- 3.3 The charges for the AWS Services will ordinarily be billed monthly in arrears with the exception of the Reserved Instance AWS Service which will be billed in whole or in part monthly in advance. You must pay all charges within 30 days of the date of invoice.
- 3.4 The charges on your invoice from us are the fees and charges for your AWS Services you have accessed and used under the terms of your AWS Services Agreement. If you genuinely dispute the charges for any of the AWS Services appearing on an invoice issued by us, you must:
- (a) pay us the charges for all undisputed amounts by the due date; and
 - (b) within 30 days of the date of the invoice notify us in the writing of the disputed amount and:
 - (i) if the disputed amount is due to our requirement to invoice you for your AWS Services or provide the AWS Services under this Agreement, you need not pay the disputed amount until the dispute is resolved; or
 - (ii) if we notify you that the disputed amount relates to provision of your AWS Services by AWS or your AWS Services Agreement, within 30 days of our notice to you under this clause 3.4(b)(ii), you must make, and attempt to resolve, a claim for the disputed amount directly with AWS under the terms of your AWS Services Agreement.
- 3.5 If after 30 days of us notifying you under clause 3.4(b)(ii) the disputed amount remains due and payable on your AWS account, you must pay us for the disputed amount (unless AWS directs or we agree otherwise due to a resolution you have reached with AWS in relation to the disputed amount).

4 TAXES

- 4.1 You must pay all Taxes in respect of the AWS Services. Unless expressly stated otherwise, the charges for the AWS Services are exclusive of any Taxes.
- 4.2 If you are required to make a Tax Deduction by law, you must pay us an additional amount so that, after making any Tax Deduction, we are entitled to receive an amount equal to the payment which would have been due if no Tax Deduction had been required.

5 LIABILITY AND INDEMNITY

- 5.1 You indemnify us, AWS and our licensors (including our respective Personnel) from and against any Losses relating to any claims made by you or a third party arising from or in connection with:
- (a) any breach by you (or your Personnel) of:

- (i) clauses 2.3 and 2.4 (Eligibility and your obligations);
 - (ii) clause 2.7 (Separate Agreement with AWS);
 - (iii) clause 3 (Payment and Invoicing);
 - (iv) clause 7 (Confidentiality and Privacy); and
 - (v) clauses 9.18 to 9.20 (Export Control Restrictions and Anti-Bribery),
of this Agreement; and
- (b) violation of any applicable law by you or your Personnel related to the AWS Services.
- 5.2 Except for indemnification under clause 5.1 and your payment obligations under this Agreement, neither party (nor any of their affiliates or licensors) will be liable to the other party under any claims, arising out of, or in connection to:
- (a) loss of profits, revenues, customers, opportunities or goodwill;
 - (b) cost of procurement of substitute goods or substitute services;
 - (c) any indirect, incidental, special, consequential or exemplary damages; or
 - (d) investments, expenditures or commitments by you related to your use of the AWS Services
- 5.3 We exclude all liability to you (including to your end users and Personnel) for any claims made by you or a third party for Losses arising out of, or in connection with, your AWS Services or the terms of your AWS Services Agreement.
- 5.4 Except for indemnification arising under clause 5.1 and your payment obligations under this Agreement, the aggregate liability under this Agreement of either party and any of their respective affiliates or licensors will not exceed the amount paid by you to us under this Agreement during the 12 months before the liability arose.
- 5.5 The exclusions and limitations in this clause 5 and other parts of this Agreement apply to the greatest extent permitted by law and apply to all liability in connection with this Agreement (whether in contract, tort (including negligence), statute or otherwise. For any liability which cannot lawfully be excluded, but can be limited, our liability to you is limited to our choice of re-supplying or paying the cost of re-supplying the AWS Services.

6 TERM AND TERMINATION

- 6.1 This Agreement begins on the date we accept your Service Order Form and continues until it is terminated (**Term**).
- 6.2 Either party may terminate the AWS Services under this Agreement on 30 days' notice to the other party.
- 6.3 We may terminate, suspend or cancel the AWS Services under this Agreement immediately if:
- (a) you commit a material breach and do not remedy the breach within 30 days of receiving a notice to do so;
 - (b) you do not pay us any amounts due under this Agreement in accordance with clause 3;

- (c) AWS terminates or cancels our right to provide the AWS Services in which case, if possible, we will give you reasonable notice;
 - (d) all the AWS Services on your AWS account have been cancelled or terminated for 45 days;
 - (e) you violate an applicable law or it is necessary for us to comply with applicable laws or requests of government entities;
 - (f) your use of the AWS Services expose or threaten to expose us or AWS to any material liability;
 - (g) if the Australian Competition and Consumer Commission (ACCC) issues or we reasonably anticipate that the ACCC may issue a competition notice in relation to a AWS End Customer Service (only for Australia);
 - (h) if you are or become a carrier or carriage service provider; and
 - (i) you become bankrupt or insolvent (or appear likely to do so) or an administrator, receiver or scheme administrator is appointed to you, and that administrator, receiver or scheme administrator does not accept personal liability for the ongoing supply of services by us within 3 business days of our request that they do so.
- 6.4 Where provision of your AWS Services has been suspended or cancelled by us under this Agreement we may require you to pay a re-instatement charge if the AWS Service is re-instated.
- 6.5 Any termination, cancellation or suspension of the AWS Services under this Agreement does not terminate, cancel or suspend your AWS Services supplied by AWS. If you wish to terminate your AWS Services you must do so under the terms of your AWS Services Agreement with AWS. Nothing in this Agreement limits or prevents any termination rights of you or AWS under your AWS Services Agreement.
- 6.6 If you or AWS terminate any of your AWS Services under your AWS Services Agreement you must notify us in writing.
- 6.7 If this Agreement expires or is terminated for any reason:
- (a) you must pay us all outstanding invoices by the due date and within 30 days of a request for payment, all other amounts outstanding as at the date of, or arising as a result of, expiry or termination; and
 - (b) all rights a party has accrued before expiry, termination or cancellation continue.
- 6.8 If this Agreement expires or terminates for any reason clauses 2.7 (Separate Agreement with AWS), 5 (Liability and indemnity), 6.7 (Termination), 7 (Confidentiality and Privacy) and 8 (Dispute Resolution) continue in full force and effect.

7 CONFIDENTIALITY AND PRIVACY

- 7.1 Each party must treat as confidential information the provisions of this Agreement and all information provided by the other party under this Agreement, including our technical, operational, billing, pricing and commercial information in relation to the supply of services
- 7.2 A party must not disclose the other party's confidential information to any person except:
- (a) to its employees, professional advisors or our Personnel on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;

- (b) with the other party's prior written consent;
- (c) if required by law, any regulatory authority or stock exchange; or
- (d) if it is in the public domain.

7.3 Notwithstanding 7.1, we may disclose confidential information to:

- (a) our Group Companies or any of our professional advisors or rating agencies; and
- (b) any person in connection with any of our, or our Group Company's, actual or potential financing, risk transfer, monetisation or similar transactions,

provided those persons first agree to observe the confidentiality of the information.

7.4 You agree and will ensure that any of your Personnel, related bodies corporate (and their personnel), and any individuals, who receive services or whose information is disclosed to us, in connection with this Agreement are aware that:

- (a) we may use and disclose information about you and each of them in accordance with our Privacy Statement (as amended by us from time to time), which is available at http://www.telstra.com.au/privacy/privacy_statement.html or by calling us on 1800 039 059;
- (b) we may use and disclose information about you and each of them to AWS who you consent may then collect, process, use and disclose information about you and each of them in accordance with AWS' Privacy statement and Privacy Notice (as amended by AWS from time to time), which is available at: https://aws.amazon.com/privacy/?nc1=f_pr; and
- (c) information about you and each of them that you and each of them disclosed directly to AWS is separate to any information about you and each of them that you disclose to us under or in connection with this Agreement and we are not liable to you or any of them in respect of any such disclosure.

8 DISPUTE RESOLUTION

8.1 The parties agree to use reasonable endeavours to resolve in good faith any disputes or claims concerning this Agreement. Each party must follow the procedures in this clause 8 before starting arbitration or court proceedings (except for urgent injunctive or declaratory relief).

8.2 If a dispute or claim arises between the parties that cannot be resolved promptly between our contact person and your contact person, either party may notify the other party of a formal dispute. The parties must each nominate a senior executive to meet within 7 days of the date of the notice (or another agreed period) to try to resolve the dispute.

8.3 If the dispute cannot be resolved in accordance with this clause 8, the dispute shall be resolved in accordance with the procedures set out in Schedule 1.

9 GENERAL

ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement between the parties about the AWS Services, and supersedes any previous agreement or representation relating to the AWS Services.

GOVERNING LAW

9.2 Depending on the Telstra entity named in the Service Order Form, the governing law of this Agreement is set out in Schedule 1.

VARIATION

9.3 Subject to clause 1.3, this Agreement may only be varied by written agreement between the parties.

INTERPRETATION

9.4 In this Agreement:

- (a) a reference to this Agreement includes all of its parts and includes any amendment to or replacement of them;
- (b) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) a reference to a party includes a reference to the party's executors, administrators, successors and assigns;
- (d) the singular includes the plural, and vice versa; and
- (e) "includes", "including", "for example", "such as" and similar terms are not words of limitation.

NOTICES

9.5 All notices and consents must be in writing and sent to the addresses or email addresses specified on your Service Order Form or to your officer or as otherwise agreed.

ELECTRONIC SIGNATURES

9.6 If an electronic signature is used and to the extent permitted by the applicable laws, it shall have the same effect as a handwritten signature.

WARRANTIES

9.7 Each party warrants and represents to the other that:

- (a) entering into and performing its obligations under this Agreement does not breach any of its contractual obligations to any other person; and
- (b) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement.

9.8 You warrant and represent to us that:

- (a) you have not relied on any representations or warranties by us other than those in this Agreement; and
- (b) the individual who accepts these terms is authorised to do so on your behalf.

SEVERABILITY

- 9.9 If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Agreement and this Agreement otherwise remains in full force and effect.

NO SET-OFF

- 9.10 You may not exercise any right to set-off or withhold any amount payable to us under this Agreement, unless expressly permitted under this Agreement.

WAIVER OF RIGHTS

- 9.11 A right created by this Agreement may only be waived in writing by the party giving the waiver, and the failure to exercise or any delay in exercising a right or remedy provided by this Agreement or by law does not waive the right or remedy.
- 9.12 A waiver of a breach of this Agreement does not waive any other breach.

SUBCONTRACTORS

- 9.13 You agree that we may use subcontractors to fulfil contractual obligations under this Agreement or to provide certain services on our behalf. If we use subcontractors, we will:
- (a) impose appropriate contractual obligations upon subcontractors; and
 - (b) be responsible if the acts or omissions of our subcontractors cause us to breach any of our obligations under this Agreement

ASSIGNMENT AND AGENCY

- 9.14 You must not assign your rights or novate its obligations under this Agreement without our prior written consent, which must not be unreasonably withheld.
- 9.15 You may appoint a third party to act on your behalf in relation to this Agreement with our prior written consent, which will not be unreasonably withheld. We may withdraw our consent on reasonable grounds relating to the conduct of the third party.

FORCE MAJEURE

- 9.16 If a party is unable to perform or is delayed in performing an obligation under this Agreement (other than an obligation to pay money) because of an event beyond that party's reasonable control (**Force Majeure Event**), that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event.
- 9.17 If a Force Majeure Event occurs, the non-performing party must:
- (a) promptly give the other party notice of the event and an estimate of the non-performance and delay;
 - (b) take all reasonable steps to overcome the effects of the event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
 - (c) resume compliance as soon as practicable after the event no longer affects either party

EXPORT CONTROL RESTRICTIONS AND ANTI-BRIBERY

- 9.18 You must comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a United States company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the United States Office of Foreign Assets Control. You are responsible for compliance with applicable laws related to the manner in which you or your end users choose to use the AWS Services.
- 9.19 You represent that you and the entities that own or control you and the financial institutions used to pay us under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.
- 9.20 You acknowledge that AWS' Code of Business Conduct and Ethics (available at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct>) (the "Code") prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. You will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performance under this Agreement. We may immediately terminate or suspend performance (in whole or in part) under this Agreement if you breach this clause 9.20.

10 DEFINITIONS

10.1 In this Agreement, unless otherwise stated:

Act (if any) means the Telecommunications Act 1997 (Cth).

AWS means Amazon Web Services, Inc, and any of its affiliates.

AWS Services means each of the AWS services provided and made available to you by AWS or their affiliates under your AWS Services Agreement.

AWS Customer Agreement means AWS's standard user agreement located on the AWS Site at <http://aws.amazon.com/agreement> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

AWS Services means the services we provide to you under this Agreement (as described in clause 2.1) and does not include your AWS Services.

AWS Services Agreement means the AWS Customer Agreement or other written agreement, confirmed in writing by AWS, entered between AWS and you to govern your access to and use of the AWS Services.

Group Company(ies) means:

- (a) in relation to us, Telstra Corporation Limited (ABN 33 051 775 556) and each of its affiliates, subsidiaries and related bodies corporate; and
- (b) in relation to you, your affiliates, subsidiaries, controlling company or companies under common control.

Loss means any claims, damages, losses, liabilities, costs and expenses (including legal costs and fees).

Personnel means a person's officers, employees, directors, representatives, agents, contractors and sub-contractors and in our case includes our affiliates.

Public Sector Customer means a customer of AWS Services that is an agency, organization, or other entity that is within (or is substantially owned, funded, managed or controlled by):

- a) any level of any government in Australia or any other country's government at any level;
- b) any quasi-governmental entity (such as the World Bank);
- c) any international governing/regulatory body (such as an EU institution);
- d) any publicly funded institution (such as a college, university, or hospitals); or
- e) any higher-tier prime contractor, consultant, or other Entity working in support of the foregoing.

Service Order Form means an agreed application for AWS Services.

Term means the meaning given in clause 6.1.

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

Taxes means taxes, levies, imposts, duties, excise and charges, deductions or withholdings, however described, imposed by law or a government authority or agency, including any related interest, penalties, fines or other charges or expenses, but excluding income tax or capital gains tax.

Schedule 1 – Governing Law and Dispute Resolution

Telstra entity named in the Service Order Form	Governing Law	Dispute Resolution Procedures
Telstra Singapore Pte Ltd	Singapore	<p>If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of 3 arbitrator(s). The language of the arbitration shall be English.</p>
Telstra International Limited	Hong Kong	<p>If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of International Arbitration. The place of arbitration shall be Hong Kong. The appointing authority is the Chairman or Deputy Chairman of HKIAC. The language used</p>

		in the arbitration proceedings will be English. The number of arbitrators will be three.
Telstra Telecommunications Private Limited	India	<p>If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with its Practice Note on UNCITRAL Cases. The seat of arbitration shall be Singapore. The appointing authority is the President or Vice-President of the SIAC Court of Arbitration. The language used in the arbitration proceedings will be English. The number of arbitrators will be three.</p> <p>The parties expressly agree that the operation of Part I of the (Indian) Arbitration and Conciliation Act 1996 is excluded from the scope of this Agreement and shall have no force or effect in relation to any arbitration conducted pursuant to this paragraph.</p>
PT Reach Network Services Indonesia	Singapore	<p>If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre (SIAC) under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted and in accordance with its Practice</p>

		Note on UNCITRAL cases. The place of arbitration shall be Singapore. The appointing authority is the President or Vice-President of SIAC Court of Arbitration. The language used in the arbitration proceedings will be English. The number of arbitrators will be three.
Telstra Japan K.K.	Japan	Each party submits to the non-exclusive jurisdiction of the Tokyo District Court and the courts of appeal from them.
Telstra Services Korea Limited	Korea	Each party submits to the non-exclusive jurisdiction of the Seoul Southern District Court and the courts of appeal from them.
Telstra Malaysia Sdn Bhd	Malaysia	If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by the KL Regional Centre for Arbitration (KLRCA) under the KLRCA Rules in force when the Notice of Arbitration is submitted. The place of arbitration shall be Kuala Lumpur, Malaysia. The appointing authority is the Director of the KLRCA. The language used in the arbitration proceedings will be English. The number of arbitrators will be three.
Telstra Philippines Inc	Philippines	If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred

		to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (SIAC) in accordance with its Practice Note on UNCITRAL Cases. The place of arbitration shall be Singapore. The appointing authority is the Chairman or Deputy Chairman of SIAC. The language used in the arbitration proceedings will be English. The number of arbitrators will be three.
Telstra International Limited Taiwan Branch (Aus)	Taiwan	Each party submits to the non-exclusive jurisdiction of the courts of Taipei and the courts of appeal from them.
Telstra Limited	England and Wales	Each party submits to the non-exclusive jurisdiction of the courts of London and the courts of appeal from them.
Telstra Incorporated	The substantive laws of the State of New York (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement. The parties agree that this Agreement is not governed in any way by the United Nations Convention on the International Sale of Goods.	If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by binding arbitration administered in accordance with the Arbitration Rules of the American Arbitration Association (the "AAA") in force when the Notice of Arbitration is submitted. The place of arbitration shall be New York, New York, USA. The appointing authority shall be the AAA. The number of arbitrators shall be (a) in the case of disputes valued at five million U.S. dollars (US\$5,000,000.00) or less, one arbitrator selected in accordance with the AAA Arbitration Rules; and (b) in the case of disputes valued at in excess of five million U.S. dollars (US\$5,000,000.00), three arbitrators; in which case, each party shall name one

		<p>arbitrator and the arbitrators selected by the parties shall together select the third arbitrator, who shall act as the chair or the arbitral tribunal. The arbitrator(s) may not limit, expand or otherwise modify the terms of this Agreement. The arbitrator(s) shall have no power to order pre-hearing discovery of documents or the taking of depositions, but may compel attendance of witnesses and the production of documents at the hearing. The arbitrator(s) shall not have the authority to award punitive or other non-compensatory damages to either party, or any other type of damages not permitted under this Agreement. The arbitrator(s) shall not have power to award any damages in excess of the limits set forth in this Agreement. Any award of the arbitrator(s) shall be in writing and shall state the detailed reasons for the award. Each party shall bear its own arbitration costs and expenses and shall share equally the costs imposed by the AAA. The language used in the arbitration, including but not limited to the language of the proceedings, the language of the decision, and the reasons supporting it, shall be English. Except as necessary to seek enforcement of any arbitral award, the parties, their representatives, other participants and arbitrators shall hold the existence, content and results of arbitration in confidence. Any initial demand for arbitration pursuant to this Agreement, and any legal action arising under this Agreement, must be initiated within two years after the cause of action arises.</p>
<p>If the Telstra entity is not listed above</p>	<p>Singapore</p>	<p>If the dispute or claim (including any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance,</p>

		<p>breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it) remains unresolved, it shall be referred to and finally resolved by arbitration administered by Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC Rules) for the time being in force, which rules are deemed to be incorporated by reference in this paragraph. The seat of the arbitration shall be Singapore. The tribunal shall consist of 3 arbitrator(s). The language of the arbitration shall be English.</p>
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