

VOCUS CALLING SERVICE SCHEDULE

1 DEFINITIONS AND INTERPRETATION

1.1 Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Call Plan means the call plan selected by the Customer which indicates the rates and minimum spend (if applicable) as set out in the Service Order or subsequently sent to the Customer.

CPE means Supplied Equipment purchased outright from Vocus or rented from Vocus which is located at the Customer's premises.

Fixed Term means the term of an individual Service as specified in a Service Order.

IPND means the Australian Integrated Public Number Database.

National Numbering Plan means the framework for the numbering and carriage services in Australia maintained by the Australian Communications and Media Authority (**ACMA**).

Scheduled Maintenance means the planned periods when Vocus or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.

Services means the supply of voice origination and termination minutes and geographic numbers.

Service Interface means the physical interface at the Vocus Data Centre or Customer Premises as indicated in the Service Order by which the Customer connects to the Service.

Standard Terms and Conditions means the standard terms and conditions between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>.

Toll Fraud means the unauthorized use of the Service via hacking or other illegal means.

Vocus SLA means Vocus' service level agreement which can be found at

<http://www.vocus.com.au/legal-contracts>, as amended from time to time.

2 STANDARD TERMS AND CONDITIONS APPLY

General

- 2.1 This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.
- 2.2 Vocus will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any applicable Service Orders, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders, any third party end user agreements and all applicable laws.
- 2.3 Vocus may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.
- 2.4 The Customer acknowledges that Vocus may be required to provide details of call information as required by applicable laws.

3 CONDITION PRECEDENT

- 3.1 The Services can either be provided via the Internet (as a default option) or through any other means of access that are technically viable for Vocus.

Provision of Service

- 3.2 The delivery of the Service will be SIP as per RFC3261 and/or RFC3264.
- 3.3 The Service is delivered by default as bi-directional, unless agreed in the relevant Service Order.
- 3.4 The CODEC G711 law is mandatory. Other codecs may be accepted where agreed in the relevant Service Order.
- 3.5 The Customer is responsible for the provision and maintenance of any Customer Equipment, cloud based PBX or

telecommunication environments required for it to use the Services with the exclusion of Vocus managed equipment.

- 3.6 Customer may request Vocus to provide call records (CDRs) in the format defined by Vocus which will be available for the Customer to download via secure file transfer protocol. Customer acknowledges and agrees that Vocus will only provide CDRs for chargeable calls.

Pre-Initial Term

3.7 Where the Service Order specifies a Pre- Initial Term:

- (a) the Pre-Initial Term commences on the RFS Date; and
- (b) the Initial Term commences after the expiry of the Pre-Initial Term.

4 MINIMUM SERVICE REQUIREMENTS AND SERVICE INCREMENTS

Minimum Services

- 4.1 The Customer agrees to purchase a minimum of 10 Channels at all times.

Increments & Limitations

- 4.2 The Customer may only increase the number of channels in blocks of 5 unless otherwise agreed.
- 4.3 In the event the Customer requires more than 500 Channels (new or increments), a capacity study and Vocus prior approval (at its absolute discretion) is required. Without limiting the generality of the Vocus SLA, the Customer accepts that the Service Delivery targets set out in the Vocus SLAs are not applicable to Services with more than 500 channels.

5 SERVICE NUMBERS

National Numbering Plan

- 5.1 The Service uses a geographical number and are fixed location services. The Service may only be used at fixed locations as nominated in the Service Order.
- 5.2 Should the Service or any part of it be relocated to a different site address, the Customer is responsible for informing Vocus of its new site address as soon as it is known. Numbers ranges for the Services may not be assigned outside its associated Standard Zone Unit (as defined by ACMA).
- 5.3 Vocus will comply with the National

Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the ACMA. Vocus will inform the Customer if any alternation or replacement of number by Vocus is likely to or does affect the Customer.

- 5.4 Unless other agreed between Vocus and the Customer, Call to Premium service numbers (19xx) are not allowed, unless otherwise agreed.

IPND (INTEGRATED PUBLIC NUMBER DATABASE) NOTICE

- 5.5 Where the Service includes the provision of a phone number, your name, service address, and phone number (“Public Number Customer Data (PNCD)”) is required to be provided to the Integrated Public Number Database (IPND) for use by emergency services and other authorised purposes.
- 5.6 You agree that where you allocate Vocus numbers to your end users and those end users receive a carriage service from you, you have an obligation under the Telecommunications Act to provide information required maintain up to date details in the IPND.
- 5.7 By default, your number is stored in the IPND but not publicly available (“Unlisted”). If you wish to have your name, address and number publicly available (e.g. in the directory assistance) (“Listed”) or have only your number visible but your address hidden for privacy reasons (“Suppressed Address Entry”), you must contact us to request this change.
- 5.8 It is important that your PNCD remains accurate and up to date. You must notify us if your contact details, service address, or preferences change so that the IPND can be updated.
- 5.9 If at any time you wish to have your PNCD altered in the IPND, you are required to contact us to arrange this.

Number Porting

- 5.10 If the Customer applies to port geographic service numbers from another supplier’s service to the Service (**Local Number Porting** or **LNP**), Vocus does not warrant that numbers can be successfully ported to Vocus or vice versa. Local Number Porting involving complex porting is subject to extended lead times.

- 5.11 Vocus will pass on to the Customer, and the Customer must pay to Vocus, all charges payable to another supplier arising from LNP including, without limitation, any charges payable if the port is executed in the extended hours & outside extended hours, the date for LNP is rescheduled at the request of the Customer or for failed or withdrawn ports.
 - (a) 14 days' written notice; and
 - (b) the Customer must pay the call rates and charges in accordance with the updated Call Plan.
- 5.12 Upon the termination of a Service, Vocus may release to the Customer's new service provider the telephone number that was ported to Vocus from the Customer's previous service provider and used in connection with a Service if the new service provider is able to accept such a number. The Customer must request in writing the transfer upon termination or expiry of the Service. Port out fees may be applicable.
- 5.13 If the Service Includes Caller ID product and the Customer intends to collect or use any calling information provided, the Customer must comply with the Privacy Act 1993.

6.4 The Customer agrees and accepts that Vocus will monitor call usage, including call type and duration, against the Call Plan on a monthly basis.

Usage Based PAYG Minimum Conditions

- 6.5 The Customer agrees to a minimum monthly commitment as outlined in the Call Plan and Service Order, which applies to monthly call usage charges but excludes monthly recurring fixed charges (e.g. licenses and number charges) and non-recurring charges (e.g. porting, set up and admin related fees or any other once off charges), (the "PAYG Rate Plan Commitment").
- 6.6 The Customer must meet the following PAYG Rate Plan Commitment, for any:
 - (a) 12-month Fixed Term, Customer is required to meet a minimum spend of 85% of the PAYG Rate Plan Commitment;
 - (b) 24-month Fixed Term, Customer is required to meet a minimum spend of 75% of the PAYG Rate Plan Commitment; and

6.7 36-month Fixed Term, Customer is required to meet a minimum spend of 65% of the PAYG Rate Plan Commitment.

6.8 If Customer fails to meet the PAYG Rate Plan Commitment for any three consecutive month period during the Fixed Term, Vocus will give notice the Customer and reserves the right to amend the Call Plan, which will be signed by both parties. The new Call Plan rates will be effective from the start of the following month.

6.9 Subject to clause 6.8, if Customer does not accept the new Call Plan rates, they may terminate the service with 30 days' notice in accordance with clause 45 of the Standard Terms and Conditions and will be required to pay the full monthly recurring fee for the Service in addition to the agreed monthly commit amount multiplied by the remaining months of the Fixed Term.

General

- 5.14 The Customer represents and agrees to comply with all applicable laws, rules, regulations, orders and decrees relative to any use of numbers by the Customer or its end customers.
- 5.15 The Customer acknowledges that it has no right, title or interest in any telephone number allocated to it by Vocus in providing the Service. The allocated numbers do not become the Customer's property, and the Customer may not transfer ownership to other party.

6 CALL PLAN AND CHARGES

- 6.1 The Customer must pay all call rates and charges in accordance with the Call Plan provided with the Service Order or as otherwise provided to you by Vocus.
- 6.2 Call charges are billed per second and rounded up to 5 decimal places.
- 6.3 If there is a change in Vocus' cost of supply as a result of any additional third-party supplier costs, imposts, penalties or taxes imposed by any governmental, regulatory body or third-party supplier, the Customer agrees and accepts that Vocus may amend the call rates at any time by providing to the Customer:

Reasonable use

- 6.10 Customers must not use the Services

unreasonably. Unreasonable use include (without limitation):

- (a) Exceeding a maximum allowed outgoing call per second (**CPS**) of 5 new calls per second for every block of 30 channels, with a capped maximum of 100 CPS x one Vocus Calling SIP trunk; or
- (b) using the Service in a way which unreasonably affects other customers' access to the network; or
- (c) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service; or
- (d) Where the customer has included calls as part of their Call Plan:
 - (i) running a telemarketing business or call center or connecting to an auto dialer; or
 - (ii) making more than 500 calls per SIP channel per calendar month, with maximum call duration of 360 minutes per call;
- (e) Re-supplying or reselling any service without the prior consent of Vocus;
- (f) Wholesale of any service (e.g. transit, refile or aggregate domestic or international traffic) on Vocus network.

6.11 In the event that the Customer uses the Services unreasonably as described in clause 6.6, additional charges may be payable to Vocus as notified by Vocus or Vocus may elect to terminate the affected Services for breach by the Customer pursuant to the terms of the Standard Terms and Conditions.

7 SERVICE ACTIVATION

- 7.1 Unless otherwise set out in this Service Schedule, Vocus will endeavor to install the Services within the time frames set out in the Vocus SLA.
- 7.2 The Customer acknowledges that if it wishes to relocate the Customer Premises, Vocus may not be able to continue to provide the Services at the new location. The Customer should confirm with Vocus by lodging a request at least 30 days prior to relocating the Customer Premises that Vocus is able to continue to provide the service at the new location. Any relocation or modification of an existing Service requires a Service activation

period as set out in the Vocus SLA. The relocation or modification of an existing Service will only be performed when an actionable order in a form as directed by Vocus is received and accepted by Vocus.

- 7.3 The Customer agrees and acknowledges that:
 - (a) no rebates apply in respect of any failure to install the Services within the Service activation periods; and
 - (b) Establishment charges apply where new sites are added to an existing Service.

8 SERVICE AVAILABILITY AND QUALITY

- 8.1 Subject to clause 8.2, Vocus will provide the Services in accordance with the Vocus SLA.
- 8.2 The Vocus SLA does not apply where the Customer accesses the Services via the Internet or a third party communications network.
- 8.3 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

9 PASSWORDS AND SECURITY

- 9.1 Where applicable, Vocus will assign to the Customer secure passwords.
- 9.2 The Customer is responsible for maintaining the confidentiality of passwords associated with all accounts the Customer is provided access to. The Customer and its users may modify its account passwords.
- 9.3 The Customer is responsible for ensuring that all Customer Equipment is secure.
- 9.4 Vocus is not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.

10 UNAUTHORISED MODIFICATION OF EQUIPMENT

- 10.1 Vocus is not responsible for the Customer's inability to access the Services or for any degradation in Service quality which is caused by any unauthorized modification made by the Customer to the CPE or Vocus Equipment.
- 11.2 Vocus reserves the right to charge the Customer a fee for any work it is required to do to rectify any CPE or Vocus Equipment that has been modified without authorization in order to restore the Customer's access to the Services.

11 CONFIGURATION

- 11.1 Where applicable as set out in the Service Order or as otherwise agreed between the parties, Vocus provides configuration services on a best endeavors basis. Without limiting the above, the Customer is responsible for ensuring that the information provided to Vocus to provide such configuration services is complete and accurate.

12 DISCLAIMER

- 12.1 Except for any warranties implied by law which cannot be legally excluded, Vocus does not warrant that the Services are or will be free of errors, defects or interruptions, or will be available at all times.