

UNIFIED COMMUNICATIONS SERVICE SCHEDULE

AUSTRALIA – DIRECT ONLY

(includes IP Tel, Cisco Webex, SIP Trunks and National Inbound Services)

This Service Schedule applies between Vocus (**we, us, our**) and the Customer (**your, your**) for the supply of the Unified Communications Services.

1. Definitions

Capitalised terms in this Service Schedule not otherwise defined here have the meaning, given in the Standard Terms and Conditions.

Call Plan means the call plan selected by the Customer as set out in the Service Order or as subsequently agreed by Vocus.

Call Recording Service means a hosted service which allows the Customer to capture and store voice calls which are made over the SIP Trunk Service, IP Tel Service or Cisco Webex Service.

Cisco Webex Service means either one or more applications or integrations of Cisco Webex with other compatible platforms.

Customer Premises Equipment means equipment purchased outright from Vocus or rented from Vocus which is located at the Customer's premises including (without limitation) desk phones.

IP Tel Service means hosted unified communications where a virtual switch hosted in Vocus' data centres provides hosted voice and video capabilities but does not include SIP Trunk Services

IP Tel SIP Trunk means a service which enables a switch to be connected to the PSTN via SIP/IP/RTP connectivity rather than traditional ISDN/PRI/POTS type connectivity

National Inbound Services means a service which allows the Customer to manage inbound calls.

OTT Services mean over the top services and refers to the connectivity architecture where SIP connection between both parties is established over the internet and not via a private connection. OTT refers to all cases of connectivity over the internet irrespective of your internet service provider.

Professional Services Rate Card means the document setting out Vocus' then current rates and charges for services not expressly stated as included with the Service in the Agreement which is available to the Customer upon request.

Service Requests mean a request from the Customer for information, advice, add, move, change or access in addition to your existing Unified Communications Services.

Transition Out Services means the services provided by Vocus at the request of the Customer to facilitate the transfer of a Service provided by Vocus to another service provider or to the Customer and includes the retention of Customer Content by Vocus for a period after the expiry or termination of the Service.

UC Access Service means the service that is used to carry the traffic for the IP Tel Service, SIP Trunk Service, Cisco Webex Service or Dubber Call Recording Service which can be delivered over an Ethernet service or an IP WAN service.

Vocus Network means any telecommunications network, equipment, or facilities, or cabling owned, controlled or operated by or on behalf of Vocus.

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. Supply of Unified Communications Service

2.1. We will provide you the Unified Communications Services and you and your End User will use the Unified Communications Services in accordance with:

- (a) the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties;
- (b) this Service Schedule;
- (c) the Vocus SLA, unless expressly excluded under this Schedule;
- (d) any applicable Service Orders, and
- (e) all applicable laws.

2.2. The Vocus SLA does not apply to services provided on a best efforts basis under this Schedule.

2.3. We may vary the Unified Communications Services if reasonably required to comply with all applicable laws or for technical, operational, and commercial reasons:

- (a) without notice, if such variation does not have a material adverse effect on you; or
- (b) with 30 days' prior notice, if such variation has a material adverse effect on you.

PART A - UNIFIED COMMUNICATIONS SERVICES

3. Application of Part A of Service Schedule

- 3.1. Part A of this Service Schedule applies to the Unified Communications Services.

4. Description of Unified Communications Services

- 4.2. The Service Schedule applies to the following Services:

- (a) IP Tel Hosted;
- (b) IP Tel SIP Trunk;
- (c) Cisco Webex Service;
- (d) Dubber Call Recording Service;
- (e) National Inbound Service; or
- (f) any combination of the above.

- 4.2. To use the Cisco Webex Service, you agree to comply with the Cisco End User Licence Agreement set out at www.cisco.com/go/eula, as varied by Cisco from time to time.

5. Call Plan and Charges

- 5.1. You agree and accept that we will monitor call usage, including call type and duration, against the Call Plan on a monthly basis.
- 5.2. We calculate call usage based on the rates applicable to the Call Plan as either set out in the Service Order or as otherwise provided to you by us.
- 5.3. We bill call charges per second and rounded up to 3 decimal places. The minimum call charge is \$0.01.
- 5.4. If there is a change in our 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, you agree and accept that we may amend the rates at any time by providing to you:
- (a) 14 days' written notice, subject to clause 5.2; and
 - (b) you must pay the call rates and charges in accordance with the updated rate plan.
- 5.5. You are responsible for ensuring that all your equipment is secure and acknowledge that we are not liable for call charges resulting from Toll Fraud, which is the unauthorised use of the Service via hacking or other illegal means, and we reserve the right to pass the full amount of such charges to you.

6. Reasonable Use

- 6.1. You must not use the Unified Communications Services unreasonably, including (without limitation):
- (a) where your Call Plan includes calls:
 - i. for running a telemarketing business or call centre; or
 - ii. making more than 200 calls per IP Tel user per calendar month, or more than 500 calls per SIP channel per calendar month, with maximum call duration of 360 minutes per call;

- (b) re-supplying or re-selling any Unified Communications Service without our prior consent;
 - (c) wholesale of any Unified Communications Service (e.g., transit, refile or aggregate domestic or international traffic) on our network;
 - (d) using the Unified Communications Service in a way which unreasonably affects other customers' access to the network; or
 - (e) setting up switch devices which overcome subscription and/or pricing changes, potentially limiting the ability for other customers to access the Unified Communications Service.
- 6.2. If you use the Unified Communications Services unreasonably, including as described in clause 6.1, we may at our discretion:
- (a) charge you for all calls at the current rate, which is available on request, and you must pay those call charges; or
 - (b) elect to terminate the affected Unified Communications Services for your breach, pursuant to the terms of the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties.

7. Service Activation

- 7.1. We will endeavour to install the Unified Communications Services within the timeframes set out in the Vocus SLA.
- 7.2. Once the Service is activated and we have sent to you the Ready for Service (RFS) notification by email, we will commence billing you on the first date of the next month and this will include any pro rata usage recorded from the RFS date.
- 7.3. If you wish to relocate your service address;
- (a) you must lodge a request with us at least 30 days prior to relocating your service address;
 - (b) then, we will confirm whether we are able to continue providing the Unified Communications Services at the new location, and
 - (c) you acknowledge that we may not be able to continue providing the Unified Communications Services at the new location.
- 7.4. Any relocation or modification of an existing Unified Communications Service is subject to the Service Activation Period as set out in the Vocus SLA.
- 7.5. You agree and acknowledge that:
- (a) no rebates apply in respect of any failure to install the Unified Communications 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 9.2 and 9.3, we will provide the Unified Communications Services in accordance with the Vocus SLA.
- 8.2. The Vocus SLA does not apply if you do not access the Unified Communications Services via the UC Access provided by us, as stated under clause 5.
- 8.3. The Vocus SLA does not apply to OTT Services which are provided on a best efforts basis.

- 8.4. We will advise you of the associated charges and may charge for Service Requests in accordance with the current Professional Services Rate Card, subject to your prior written approval.
- 8.5. You may be required to install programs in order to use Cisco Webex Services or the Dubber Call Recording Service, which may be accompanied by a separate licence agreement requiring acceptance prior to installation and that those programs will be governed solely by such licence agreements.
- 8.6. You agree that Cisco Webex Services may not be compatible with all mobile or desktop devices and that we can only provide Cisco Webex Services on an 'as is' basis.

9. Dubber Call Recordings

- 9.1. Prior to using the Dubber Call Recording Service to record any communication, you must obtain the express consent of all parties involved in the communication.
- 9.2. In the event consent is not obtained from all parties to the communication, you must:
 - (a) ensure that your users of the Call Recording Service do not use the Call Recording Service in respect of the communication; or
 - (b) terminate the communication if it is not able to deactivate the Call Recording Service for the communication.
- 9.3. You must ensure a valid email address is provided to use the Cisco Webex Services and you must activate the Cisco Webex Services via an automated email sent by Cisco to your nominated email.
- 9.4. You acknowledge Dubber call recording stores user data with the secure Amazon Web Services (AWS) storage system and is inaccessible from system outside of AWS.
- 9.5. You acknowledge that there is an additional license that needs to be purchased to retain stored calls once the service is cancelled to meet compliance requirements.
- 9.6. You are responsible for obtaining and maintaining the necessary software and equipment required to download, access, and listen to the Call Recordings.
- 9.7. If you contravene the limitations set out in this clause 9, we will consider this a material breach and may exercise our rights as set out in the Standard Terms and Conditions or the latest agreed Master Services Agreement between the parties, or at our discretion, may notify you of increased rates and charges.

10. Unauthorised modification of equipment

- 10.1. If you modify the Customer Premises Equipment or our Equipment without authorisation, we will:
 - (a) not be responsible for your inability to access the Unified Communications Services or for any degradation in Service quality; and
 - (b) reserve the right to charge you for any rectification work we complete to restore the Customer's access to the Unified Communications Services.

11. Configuration

- 11.1. Where applicable as set out in the Service Order or as otherwise agreed between the parties, we provide configuration services on a best efforts basis.

- 11.2. Without limiting the above, you are responsible for ensuring that you provide us with complete and accurate information in order to provide such configuration services.
- 11.3. If you are supplying the router or switch for use in connection with the Unified Communications Services:
 - (a) you are responsible for supplying, managing, securing, configuring and monitoring the hardware;
 - (b) you are responsible for diagnosing and resolving faults arising out of or in connection with your hardware; and
 - (c) if you are supplying your own switch for IP Tel Services, in the event of a Fault, we will request you to connect a handset to a port on our managed router to test that the voice service is available. If the voice service is available at our managed router, it will be your responsibility to diagnose and restore the rest of your network.

12. Passwords and account security

- 12.1. Where applicable, we will assign secure passwords to you.
- 12.2. You and your End Users may modify your account passwords.
- 12.3. You are responsible for maintaining the confidentiality of passwords associated with all accounts that you are provided access to.

13. Service Numbers

- 13.1. The SIP Trunk Service and IP Tel Service use a geographical number and are fixed location services. SIP Trunk Services and IP Tel Services may only be used at fixed locations as nominated in the Service Order.
- 13.2. If you physically relocate the SIP Trunk Service or IP Tel Service or any part of it to a different service address, you are responsible for informing us of your new service address as soon as it is known. Numbers ranges for SIP Trunk Services or IP Tel Services may not be assigned outside its associated Standard Zone Unit.
- 13.3. We will comply with the National Numbering Plan and we reserve the right to alter or replace any number as a result of compliance with the National Numbering Plan or with any direction from the Australian Communications and Media Authority. We will inform you if any alternation or replacement of number by us is likely to or does affect you.
- 13.4. You acknowledge that you have no right, title or interest in any telephone number allocated to it by us in providing the Unified Communications Service.
- 13.5. If you apply to port geographic service numbers from another supplier's service to the SIP Trunk Service or IP Tel Service (Local Number Porting or LNP), we do not warrant that numbers can be successfully ported to us or vice versa. Local Number Porting involving complex porting is subject to extended lead times.
- 13.6. We will pass on to you, and you must pay to us, all charges payable to another supplier arising from LNP including, without limitation, any charges payable if the date for LNP is rescheduled at the request of you.
- 13.7. We do not block call line identification (CLI) for IP Tel SIP Trunk Services.

- 13.8. If you do not block call line identification (CLI) in respect of calls made from the IP Tel Service, when a call is made from the SIP Trunk Service or IP Tel Service, your telephone number may be sent automatically to the equipment of the called party. If a party calling the or IP Tel Service has not barred CLI for calls made from its equipment, the telephone number of the calling party may be displayed on the screen of your handset, which receives the call, if the handset is technically capable of displaying CLI.
- 13.9. Where the SIP Trunk Service or IP Tel Service includes the provision of a phone number, we will mark the phone number as 'unlisted' in IPND's directory listing.
- 13.10. Upon the termination of a SIP Trunk Service or IP Tel Service, we may release to your new service provider the telephone number that was ported to us by your previous service provider and used in connection with a SIP Trunk Service or IP Tel Service if the new service provider is able to accept such a number. You must request in writing the transfer upon termination or expiry of the SIP Trunk Service or IP Tel Service.
- 13.11. You agree that where we 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 the Integrated Public Number Database (IPND) Manager with the required accurate address information to maintain the IPND database.

14. Telephony Features

- 14.1. The telephony features available are subject to change from time to time and we may vary the telephony features, subject to clause 13.3.

15. Disclaimers

- 15.1. Subject to clause 9, except for any warranties implied by law which cannot be legally excluded, we do not warrant that the Unified Communications Services are or will be free of errors, defects, or interruptions, or will be available at all times.
- 15.2. The Service does not support or is not suitable for:
- (a) persons requiring Priority Assistance, a Priority Customer or a Provisional Priority Customer, as defined under Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007; and
 - (b) use in circumstances where life-threatening emergencies can occur (for example, it is not suitable for use in police stations, fire stations, emergency service provider call centres, medical practices, hospitals, and the like).
- 15.3. If there is a fault within the Vocus Network, you may not be able to call "000" or emergency services.

16. UC Access Service

- 16.1. If you order a UC Access service, we will provide the UC Access service in accordance with:
- (a) the Ethernet Service Schedule available from us where UC Access is used to deliver a SIP Trunk Service; or
 - (b) the IP WAN service schedule available from us where UC Access is used to deliver an IP Tel Service.

17. OTT Services

17.1. You accept and acknowledge that:

- (a) Cisco Webex Desktop, and Mobile are OTT Services and clause 8.3 applies; and
- (b) any aspect of OTT Services that involve third parties' programs or software are provided by us on a best efforts basis and we are not in any way liable for any faults or interruption you encounter with those OTT Services; and
- (c) availability of OTT Services such as Cisco Webex may not be available due to coverage issues.

18. Transition Out

18.1. If you require Transition Out Services:

- (a) you must, at least 30 days prior to the date of termination or expiry of the Service, give written notice to us requesting that we provide you with Transition Out Services and specifying the nature and extent of Transition Out Services required; and
- (b) if you issue the notice above, and we agree to provide some or all of the requested Transition Out Services, we will determine, and advise you of the associated fees payable by you in advance for the performance of the Transition Out Services which we have agreed to provide (**Transition Out Fees**).

18.2. Upon your payment of the Transition Out Fees, we will perform Transition Out Services for you.

18.3. The Transition Out Services are provided on a best efforts basis and we are not liable for any costs, damages, expenses or liabilities of whatsoever kind including without limitation loss of data, loss of service or loss of revenue whether directly or indirectly as a result of the Transition Out Services howsoever arising.

19. Customer Premises Equipment Warranty

19.1. We warrant that the Customer Premises Equipment will be free from defects in material and workmanship under normal use ("**Warranty**").

19.2. Subject to 19.3, Customer Premises Equipment provided to you on:

- (a) an outright purchase basis will be subject to the manufacturer's warranty terms only; or
- (b) a rental basis will be subject to the manufacturer's warranty terms, and in addition, throughout the term of the Services we will repair or replace faulty Customer Premises Equipment with the same or equivalent Customer Premises Equipment, subject to availability from the manufacturer.

19.3. The Warranty does not apply if the Customer Premises Equipment:

- (a) has been altered, except by us or our authorized representative;
- (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by us;
- (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or
- (d) is licensed for beta, evaluation, testing or demonstration purposes.

- 19.4. You are responsible for the cost of returning goods to us for warranty service and you may be responsible for additional costs including (but not limited to) freight and travel.

PART B - NATIONAL INBOUND SERVICES

20. Application of Part B of Service Schedule

- 20.1. Part B of this Service Schedule applies to National Inbound Services.

21. National Inbound Services

- 21.1. National Inbound Services provide an inbound call facility to a 13, 1300 or 1800 number, where calls can then be routed to terminated on numbers in Australia nominated by you in the Service Order.
- 21.2. You agree that additional mandatory government charges and reservation charges may apply to 13, 1300 and 1800 numbers which are payable by you.
- 21.3. You agree and acknowledge that:
- (a) additional installation charges may be payable based on the features requested by you from time to time;
 - (b) upon request by us, you must provide to us evidence of your right to use Smart Numbers;
 - (c) charges apply for inbound calls received at rates set out in the Service Order; and
 - (d) you are not able to make calls with this National Inbound Service and that it needs to have an alternative voice service in place to make outbound calls.

22. Applicable Clauses

- 22.1. Clauses 7 (but excluding clause 7.1(a), 8, 9.1 to 9.4, 10, 11, 12, 14, 15 and 19 in Part A of this Service Schedule also apply to National Inbound Services.