

VOCUS SIP SERVICE SCHEDULE

1 SERVICE DESCRIPTION

- 1.1 This Service Schedule applies to SIP service (**Vocus SIP Service**). The Vocus SIP Service enables a switch to be connected to the PSTN via SIP/IP/RTP connectivity rather than traditional ISDN/PRI/POTS type connectivity.

2 SERVICE AVAILABILITY AND QUALITY

- 2.1 Subject to clause 2.2, Vocus will provide the Vocus SIP Service in accordance with the Vocus SLA.
- 2.2 Clause 2.1 of this Service Schedule does not apply to Customers accessing the Vocus SIP Service via third party broadband services. The Customer agrees and accepts that the Vocus SLA does not apply if they access the Vocus SIP Service via third party broadband services.

3 CALL PLAN AND CHARGES

- 3.1 Vocus will monitor call usage against the Call Plan on a monthly basis and the Customer agrees and accepts that Vocus monitors call type and duration.
- 3.2 Call usage is calculated based on the rates applicable to the Call Plan as set out in the Service Order or which are otherwise made available by Vocus to the Customer. The Customer agrees and accepts that Vocus may amend the rates at any time by giving to the Customer:
- (a) subject to clause 3.2(b), 14 days' written notice; or
 - (b) where the Customer is a reseller or wholesaler of the Vocus SIP Service, 5 days' written notice.
- 3.3 Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.
- 3.4 The Customer is responsible for ensuring that all Customer Equipment is secure and 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.

4 REASONABLE USE

- 4.1 This clause 4 applies to Customers who have included calls as part of their Call Plan.
- 4.2 Customers must not use the Vocus SIP Services unreasonably. Unreasonable use includes (without limitation):
- (a) running a telemarketing business or call centre;
 - (b) re-supplying or reselling the Vocus SIP Service;
 - (c) wholesale of any Vocus SIP Service (e.g. transit, refill or aggregate domestic or international traffic) on Vocus network;
 - (d) using the Vocus SIP Service in a way which unreasonably affects other customers' access to the network;
 - (e) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Vocus SIP Service; or

- (f) more than 300 calls per user per calendar month, or more than 500 calls per SIP channel per calendar month.

4.3 In the event that the Customer uses the Vocus SIP Service unreasonably as described in clause 4.2, Vocus may at its discretion notify the Customer that call charges apply to all calls at rates defined in the Vocus SIP PAYG Call Plan which is available upon request and the Customer must pay those call charges.

5 SERVICE ACTIVATION

5.1 Service installation for Vocus SIP Services will be undertaken during Business Hours. If a request is made to activate the Vocus SIP Service outside of these hours, Vocus' standard professional services rates will apply.

5.2 Vocus will endeavour to install the Vocus SIP Services within the time frames set out below upon confirmation by email of the acceptance of a signed Service Order:

Conditions	Service Activation Period
Where Vocus SIP Service is within a serviceable area and where Vocus has a reservation of geographic numbers for that area	10 Business Days*
Where Vocus does not have a reservation of geographic numbers for that area	25 Business Days*
Where third party software licenses are required by Vocus to deliver a service	20 Business Days*

**The Service Activation Period does not include the number porting or the activation of any broadband services such as modems, cabling or infrastructure and private networks. Should number porting or the installation and activation of a broadband internet service or private network service delay the activation of the Vocus SIP Service, the Service Activation Period will exclude any such delays.*

5.3 The Service Activation Period does not include any delays caused by:

- (a) Scheduled Maintenance.
- (b) Any acts, omissions and delays by the Customer including installation requirements notified after the date of the Service Order.
- (c) Customer Equipment, third party equipment, facilities or applications.
- (d) Force Majeure Events.
- (e) Intervening Events.

5.4 Any relocation or modification of an existing Vocus SIP Service requires a Service Activation Period of 5 Business Days. The relocation or modification of an existing Vocus SIP Service will only be performed when an actionable order in a form as directed by Vocus is received and accepted by Vocus.

5.5 The Customer agrees and acknowledges that:

- (a) no rebates apply in respect of any failure to install the Vocus SIP Services within the Service Activation Periods; and
- (b) establishment charges apply where new sites are added to an existing Vocus SIP Service.

6 HARDWARE

6.1 Vocus will supply to the Customer the Hardware as described in the Service Order. The Service Order indicates whether the Hardware will be supplied on an outright purchase or purchase by instalments.

6.2 Payment

- (a) Where the Service Order indicates that the Hardware will be purchased by the Customer on an upfront basis, the Customer must pay the Outright Purchase Price in one instalment on an upfront basis by the due date of the relevant invoice from Vocus.
- (b) Where the Service Order indicates that the Hardware will be paid by the Customer over the term of the Agreement by payment in instalments, the Customer must pay the monthly instalments to Vocus in advance in the amounts specified in the Service Order.

6.3 Risk and title

- (a) Title in the Hardware will only pass to the Customer upon full payment of the Outright Purchase Price to Vocus or upon payment of the final monthly instalment payable for the Initial Term as the case may be.
- (b) If the Outright Purchase Price is not paid in full by the due date of the relevant invoice or if any of the Charges are not paid by the relevant due date (as the case may be), Vocus has the right, with or without prior notice, to recover possession of the Hardware and the Customer agrees that Vocus may enter any premises occupied by the Customer to exercise its rights under this paragraph, without prejudice to any of Vocus' other rights and remedies.
- (c) Vocus retains title to any Hardware until title in the Hardware passes to the Customer under paragraph 6.3(a) and while Vocus retains title to the Hardware, the Customer agrees to hold the equipment in a fiduciary capacity as bailee for Vocus.
- (d) The Customer acknowledges and accepts that Vocus is entitled under the *Personal Properties Securities Act 2009* to register its interest in any Hardware that Vocus supplies to the Customer as a purchase money security interest and the Customer waives its rights to receive a copy of any such registration.
- (e) Risk of loss or damage to the Hardware passes to the Customer upon delivery of the Hardware to the Premises.

6.4 Insurance

If the Hardware is delivered to the Premises before title passes to the Customer pursuant to paragraph 6.3(a), then until title passes to the Customer, the Customer must insure and keep the Hardware insured with an insurer of recognised standing acceptable to Vocus in both the names of Vocus and the Customer for the parties' respective rights and interests for their full insurable value against loss or damage by fire, theft, accident and such other risks as are insured against by prudent persons engaged in a similar business to the Customer. The Customer must promptly provide Vocus with evidence of the currency of the insurance described in this clause, if requested by Vocus.

6.5 Early termination

If the Agreement is terminated before the end of the Initial Term for any reason, in addition to the Customer's obligations under the Standard Terms and Conditions, all outstanding monthly instalments become immediately due and payable by the Customer to Vocus.

7 ADDITIONAL CHARGES

7.1 In addition to the fees and charges disclosed in the Service Order, the invoice or such other fee disclosure document provided by Vocus to the Customer, additional charges may also be applicable including but not limited to the following:

- (a) If Vocus is requested by the Customer to provide the Vocus SIP Service at a different site to the locations specified in the Service Order prior to the delivery of the Service, the Customer must pay Vocus' reasonable costs and fees arising from the change of site.
- (b) If the information the Customer provided to Vocus to determine the infrastructure and installation required was incomplete or inaccurate.

8 INSTALLATION AND EQUIPMENT

Provision of Equipment

8.1 Vocus shall provide a Service Interface at a Service Delivery Point ("Vocus Equipment") at the Premises enabling the Customer to transmit and receive data by the connection of appropriate equipment to be supplied by the Customer ("Customer Equipment").

Vocus Equipment

8.2 Title in the Vocus Equipment is not transferred to the Customer and at all times is retained by Vocus. The Customer holds the Vocus Equipment as bailee for Vocus.

8.3 Risk in the Vocus Equipment shall pass to the Customer on delivery of the Vocus Equipment to the Customer.

8.4 The Customer is responsible for any damage to, or destruction or theft of the Vocus Equipment, except to the extent it is caused by Vocus. The Customer must keep the Vocus Equipment in good repair and condition, excluding fair wear and tear and shall not sell, assign or permit any charge, lien, mortgage or encumbrance to be created in relation to it.

8.5 Unless otherwise agreed, the Customer must:

- (a) allow Vocus to service, modify, maintain, repair or replace the Vocus Equipment; and
- (b) do all things reasonably required by Vocus to make clear the identity of the owner of the Vocus Equipment.

Customer Equipment

8.6 The Customer must ensure that all Customer Equipment and its use in connection with the Service, complies with all laws, directions by a Government Agency and any reasonable directions by Vocus, otherwise Vocus may disconnect that Customer Equipment from the Vocus SIP Service on giving reasonable notice or immediately in an emergency.

9 MAINTENANCE AND REPLACEMENT

9.1 Vocus may in its discretion and for so long as it determines, replace any part of the Vocus Equipment or Vocus SIP Service with similar equipment or service as may for the time be available.

Any replacement shall be subject to the Agreement in the same way as if they comprised the original Vocus Equipment or Vocus SIP Service offered.

- 9.2 Vocus may interrupt the Vocus SIP Service or Vocus Equipment for Scheduled Maintenance and will give advance notice to the Customer wherever possible.

10 PROVISIONS APPLICABLE TO THE VOCUS SIP SERVICE

Cooperation With Vocus

- 10.1 The Customer must cooperate with Vocus and comply with its reasonable requests to allow Vocus to install equipment and establish and supply the Vocus SIP Service to the Customer safely and efficiently. This includes meeting Vocus' reasonable requests, at no further cost to Vocus, to:
- (a) provide all necessary space and utility services (such as electricity, earthing and air conditioning) as reasonably required by Vocus for the installation, provision and proper operation of the Vocus Equipment and Customer Equipment and for the provisions of the Vocus SIP Service; If failure to provide necessary space and utility services during a reasonable timeframe prohibits Vocus from delivery of service on the scheduled commencement date, billing of Charges will commence; and
 - (b) provide all necessary assistance to obtain all licenses, permits and other approvals required for the provision of the Vocus SIP Service.

Customer's Use Of Vocus SIP Service And Equipment

- 10.2 Unless otherwise agreed in writing, the Customer shall not resell, hire, let or make available the Vocus SIP Service for use in any way, including allowing access thereto, to any other person other than a person at the Premises exclusively for purposes directly related to the Customer's business.
- 10.3 Subject to the terms of the Agreement and unless otherwise agreed, the Customer must only use the Service for the communication of data between locations and sites for purposes directly related to its business.
- 10.4 The Customer must not use, or attempt to use, the Vocus SIP Service:
- (a) For any improper or unlawful purpose or allow others to do so;
 - (b) In breach of any applicable Government Agency requirements, legislation and laws including but not limited to any privacy laws; copyright laws and telecommunications laws;
 - (c) In any way which damages, interferes with or Interrupts the Vocus SIP Service, the Vocus Network or a Supplier Network;
 - (d) In any way which may damage any property or injure or kill any person; or
 - (e) To transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.

Customer To Comply With Vocus' Directions

- 10.5 The Customer acknowledges that:
- (a) where the Vocus SIP Service is a carriage service, Vocus may be required to intercept communications over the Service as directed by an authorised entity; and
 - (b) Vocus may monitor the Customer's usage of the Vocus SIP Service and communications sent over it for the purposes of billing and network monitoring and management or as otherwise required by any law, legislation, or direction of any Government Agency.

10.6 Vocus may ask the Customer to stop doing something which Vocus reasonably believes is contrary to clauses 10.3 or 10.4. The Customer must immediately comply with any such request. If the Customer does not, then Vocus may terminate or suspend the Agreement or take any steps reasonably necessary to ensure compliance with clauses 10.3 and 10.4 or the request.

11 DELIVERY

11.1 Vocus' obligations

- (a) Vocus will use reasonable endeavours to deliver the Hardware to the Customer prior to or on the RFS Date, or at such other times as agreed between the parties, at the Premises.
- (b) If the Customer wishes for the Hardware to be delivered to a location other than the Premises, the Customer must make such request to Vocus in writing no later than 30 days prior to the RFS Date. Vocus may, at its sole discretion, determine whether to agree to such a request and the conditions upon which Vocus may agree to such a request (including any additional charges that the Customer must pay for compliance with such a request).

12 INSTALLATION

12.1 Vocus' obligations

- (a) Vocus will install the Hardware at the Premises on the RFS Date or at such other times as agreed between the parties.
- (b) If Customer wishes for the Hardware to be installed at a location other than the Premises, the Customer must make such request to Vocus in writing no later than 30 days prior to the RFS Date. Vocus may, at its sole discretion, determine whether to agree to such a request and the conditions upon which Vocus may agree to such a request (including any additional charges that the Customer must pay for compliance with such a request).

12.2 Customer obligations

- (a) The Customer must provide Vocus with such assistance, including the provision of personnel and facilities, as Vocus reasonably considers necessary for Vocus to install the Hardware.
- (b) The Customer must provide Vocus with all reasonable access, including the necessary security clearances, for the purpose of enabling Vocus to install the Hardware.

13 MANUFACTURER'S WARRANTY

13.1 Assignment of manufacturer's warranty

- (a) Where possible, Vocus will assign to the Customer, to the extent permitted by law, the benefit of any warranties given to Vocus by the manufacturer of the Hardware.
- (b) To the extent permitted by law, Vocus does not provide the Customer with any additional warranties or guarantees in respect of the Hardware in addition to the warranty set out in paragraph 13.1(a).

13.2 Defective Hardware

Subject to clause 13.3, if, during the Warranty Period, the Customer notifies Vocus in writing that the Hardware is defective or in breach of its manufacturer's warranty, Vocus will, at its election, replace or repair the defective Hardware.

13.3 Misuse

Clause 13.2 does not apply where the defect or breach of manufacturer's warranty is not caused by a defect in design or manufacture of the Hardware but is caused by misuse or unauthorised modification of the Hardware by the Customer.

13.4 Warranty Period

In this Service Schedule, **Warranty Period** means:

- (a) Where the Service Order indicates that the Hardware will be purchased by the Customer on an upfront basis, a period of 12 months from the date on which title to the Hardware passes to the Customer.
- (b) Where the Service Order indicates that the Hardware will be paid by the Customer over the term of the Agreement by payment in instalments, the Initial Term.

14 UNAUTHORISED MODIFICATION OF HARDWARE

14.1 Vocus is not responsible for the Customer's inability to access the Vocus SIP Service or for any degradation in Vocus SIP Service quality which is caused by any unauthorised modification made by the Customer to the Hardware.

14.2 Vocus reserves the right to charge the Customer a fee for any work it is required to do to rectify any Hardware that has been modified without authorisation in order to restore the Customer's access to the Vocus SIP Service.

15 CONFIGURATION OF VOCUS SIP SERVICE

15.1 Where applicable as set out in the Service Order or as otherwise agreed between the parties, Vocus provides configuration services on a best endeavours 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.

16 SUSPENSION BY VOCUS

16.1 Vocus may, upon reasonable notice, without liability and with immediate effect suspend the Service for as long as Vocus, acting reasonably, considers necessary:

- (a) to allow Vocus or a third party supplier to repair, maintain or service any part of the Vocus Network or Supplier Network used to supply the Service;
- (b) to remediate problems experienced interconnecting the Vocus Network with any Supplier Network;
- (c) to comply with any law, protect any person, equipment or Vocus Network, or enable authorised persons to attend to any emergency.

16.2 If the Service is suspended as a result of the Customer's breach of the Agreement or otherwise in accordance with clause 16.1, then the Customer:

- (a) will have to pay any recurring charges arising during suspension; and
- (b) a reactivation charge if reactivation or reinstatement of the Service is necessary after it has been suspended

Following Termination

- 16.3 Upon termination of the Service for any reason the Customer must give Vocus, its agents or employees reasonable access to the Premises for the purpose of disconnecting, dismantling and removing the Service and Vocus Equipment, and the Customer shall render all reasonable assistance to Vocus to enable it to do so.
- 16.4 Vocus must upon removal of the Service and Vocus Equipment make good to a reasonable standard any damage caused during the removal of the Service, but without any obligation to repaint or redecorate. This clause shall not apply if termination of the Service by Vocus occurs as a result of any breach of the terms of this Agreement by the Customer.

17 CUSTOMER'S ACKNOWLEDGEMENT

- 17.1 The *Telecommunication Act 1979 (Act)* (NBN Anti-Cherry Picking provisions) prevents Vocus from providing certain services to small businesses with less than 15 employees. An exception applies where the small business is also a carrier or carriage service provider as defined in the Act. By agreeing to accept the service, the Customer represents and warrants to Vocus that either:
- (a) it has more than 15 employees; or
 - (b) it is a carrier or carriage service provider, as defined in the Act.
- 17.2 If the Customer's number of employees falls to less than 15 at any time during the provision of the service, the Customer must notify Vocus in writing. In that event, if the Customer is not then a carrier or carriage service provider, Vocus will use its reasonable endeavours to transfer the service to a preferred wholesale supplier for the remainder of the term. If the Customer does not accept the proposed transfer or Vocus is unable to source an appropriate wholesale supplier, the service will terminate and termination fees may be payable.

18 GEOGRAPHICAL SERVICE NUMBERS

18.1 Geographical Numbers

The Vocus SIP Service uses a geographical number and is contractually a fixed location service. Vocus recommends that Vocus SIP Services are only used at fixed locations as nominated in the Service Order. Should the Customer physically relocate the Vocus SIP Service or any part of it to a different site address, the Customer is responsible for informing Vocus of its new site address as soon as it is known. Vocus SIP Services that are relocated outside its associated Standard Zone Unit (SZU) are prohibited. The Customer should confirm with Vocus prior to relocating an Vocus SIP service as to whether such relocations are allowed or possible.

18.2 Rights to Service Numbers

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.

18.3 Local Number Portability (LNP)

The Customer acknowledges and agrees that if it applies to port geographic service numbers from another supplier's service to the Vocus SIP Service (a process commonly referred to as LNP), Vocus does not warrant such a port or that numbers can be successfully ported to Vocus or vice versa. LNP involving complex porting is subject to extended lead times.

Vocus will pass on to the Customer, and the Customer must pay to Vocus, all charges payable to another supplier arising from number porting including, without limitation, any charges payable if the date for number porting is rescheduled at the request of the Customer.

18.4 Calling Line Identification (**CLI**) Barring

If the Customer does not request barring CLI in respect of calls made from the Vocus SIP Service, when a call is made from the Vocus SIP Service, the Customer's telephone number may be sent automatically to the equipment of the called party. The Customer further agrees that if a party calling the Vocus SIP 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 the Customer's handset, which receives the call, if the handset is technically capable of displaying CLI.

18.5 No Directory Listing

Where the Vocus SIP Service includes the provision of a phone number, Vocus will mark the phone number as 'unlisted' in IPND's directory listing.

18.6 Number Transfer on Service Termination.

Upon the termination of an Vocus SIP Service, Vocus may release to the Customer's new service provider the telephone number that was ported (transferred or moved over) to Vocus from the Customer's previous service provider and used in connection with a Vocus SIP 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 Vocus SIP Service.

19 **DISCLAIMERS**

- 19.1 Subject to clause 2, except for any warranties implied by law which cannot be legally excluded, Vocus does not warrant, and have not represented, that the Vocus SIP Service is or will be free of errors, defects or interruptions, or that it will be available at all times.

20 **STANDARD TERMS AND CONDITIONS APPLY**

- 20.1 The Vocus SIP Service is subject to the Standard Terms and Conditions. Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary.

21 **DEFINITIONS**

- 21.1 In this Service Schedule, unless the context otherwise requires:

Business Hours means a period of time from 9am to 5 pm on a day that is a Business Day.

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

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Establishment Fee means the establishment fee repayable by the Customer and set out in the Service Order.

Government Agency means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or other statutory entity including but not limited to the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman and any other governmental or statutory body or authority.

Hardware means the customer premise equipment as specified in the Service Order.

Hardware Price means the total price for the Hardware, as specified in the Service Order.

Included Value means the value of calls included in the Call Plan.

Intervening Event means an event beyond Vocus' reasonable control which interferes with and prevents Vocus from providing the Vocus SIP Service to the Customer but not a Force Majeure Event. Such events include any act or omission of the Supplier, any disruption to Vocus or Vocus' Supplier's networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations.

Interruption in the supply of goods or a service (including the Vocus SIP Service) means a delay in supplying, a failure to supply or an error, defect in the supply of, those goods or that service and **Interrupts** has a corresponding meaning.

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

Outright Purchase Price comprises of the Establishment Fee and the Hardware Price.

Premises means locations at which Vocus provides the Vocus SIP Service, where Vocus needs to have access to supply the Vocus SIP Service or locations for the delivery and installation of the Hardware, as specified on the Service Order.

Service Activation Period means the timeframes as described in clause 5.2.

Service Delivery Point – means the site at which Vocus will install the Vocus Equipment necessary to provide the Service Interface as specified in the Service Order.

Service Interface – means the physical interface at the Service Delivery Point by which the Customer connects to the Vocus SIP Service.

Service Order means the Vocus Service Order for the Vocus SIP Service.

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

Standard Zone Unit (SZU) is a charging area defined by the Australian Communications and Media Authority (ACMA).

Supplier means a carrier, carriage service provider, telecommunications service provider, a wholesale supplier of telecommunications services, software provider equipment supplier or other supplier who Vocus uses from time to time, in order to supply the Vocus SIP Services or any part of it, for resupply.

Supplier Network – means any telecommunications network, equipment, or facilities, or cabling controlled by a third party supplier.

Vocus SIP Service has the meaning set out in clause 1.1.

Vocus Equipment has the meaning set out in clause 8.1.

Vocus Network means any telecommunications network, equipment, or facilities, or cabling controlled or utilised by Vocus.

Vocus SLA means Vocus' Service Level Agreement which is made available by Vocus to the Customer as is updated from time to time.

Warranty Period has the meaning as set out in clause 13.4.