

UNIFIED COMMS SERVICE SCHEDULE NEW ZEALAND

1 DEFINITIONS

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:

TCF means the New Zealand Telecommunications Forum Inc.

Audio and Video Conferencing is the conduct of an online, multiuser, conference setup using servers in Vocus' data centre which allow two or more parties to communicate by simultaneous two-way audio transmissions in the case of Audio conferencing, and by simultaneous two-way video and audio transmissions in the case of Video conferencing.

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

Call Recordings mean the information contained in the audio files that the Customer's users record, download and access through the Call Recording Service.

Call Recording Service is 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 UC1 Service.

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

End Users means a customer of the Customer.

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

IP Tel Service is hosted unified communications where a virtual switch hosted in Vocus' data centres provides hosted voice and video capabilities.

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.

RFC3264 means the SIP related standard as published by the Internet Engineering Task Force.

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

Services means the SIP Trunk Service, the IP Tel Service, Audio and Video Conferencing, UC1 Service and the Call Recording Service intended for use with New Zealand numbers, and "Service" means any one of them.

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

Service Request mean a request from the Customer for information, advice, add, move, change or access to an IT function

SIP Trunk Service enables a switch to be connected to the PSTN via SIP/IP/RTP connectivity rather than traditional ISDN/PRI/POTS type connectivity.

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>.

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.

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

UC1 Service is the provision of access to voice, video, file sharing, instant message and presence services.

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.

Wholesale Voice means the supply of voice origination and termination minutes for Customers located within Australia.

2 STANDARD TERMS AND CONDITIONS APPLY

- 2.1 This Service Schedule applies to the first and any subsequent Service Orders for any of the Services or Wholesale Voice executed by the Customer and Vocus.
- 2.2 Vocus will provide Services or Wholesale Voice 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 Wholesale Voice (and, where applicable, will ensure that its End Users use the Services and Wholesale Voice) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Service Orders and all applicable laws.
- 2.3 Vocus may vary the Service or Wholesale Voice if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

PART A SERVICES

3 APPLICATION OF PART A OF SERVICE SCHEDULE

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

4 CALL PLAN AND CHARGES

- 4.1 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.
- 4.2 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 4.2(b), 14 days' written notice; or
 - (b) where the Customer is a reseller or wholesaler of the Service, 5 days' written notice.
- 4.3 Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.
- 4.4 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.

5 REASONABLE USE

- 5.1 This clause 5 applies to Customers who have included calls as part of their Call Plan.
- 5.2 Customers must not use the Services unreasonable. Unreasonable use include (without limitation):
- (a) running a telemarketing business or call centre;
 - (b) re-supplying or reselling any Service;
 - (c) wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on Vocus network;
 - (d) using the 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 Service;
 - (f) more than 200 calls per IP Tel user per calendar month, or more than 500 calls per SIP channel per calendar month

- 5.3 In the event that the Customer uses the Services unreasonably as described in clause 5.2, Vocus may at its discretion notify the Customer that call charges apply to all calls at Vocus' then current call rates which are available upon request and the Customer must pay those call charges.

6 SERVICE ACTIVATION

- 6.1 Vocus will endeavour to install the Services within the time frames set out in the Vocus SLA.
- 6.2 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.
- 6.3 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.

7 SERVICE AVAILABILITY AND QUALITY

- 7.1 Subject to clause 7.2, Vocus will provide the Services in accordance with the Vocus SLA.
- 7.2 The Vocus SLA does not apply where the Customer accesses the Services via third party internet services.
- 7.3 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.
- 7.4 The Customer agrees that in order to use UC 1 or the Call Recording Service, it may be required to install programs 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.
- 7.5 All Call Recordings are stored in Vocus' data centres and are only accessible by the Customer through the Vocus network on a portal site. The Customer authorises Vocus to host its Call Recordings in Vocus' data centres within Vocus' Network facilities located in Australia. The Customer may access the Call Recordings by downloading the relevant media file from the portal over the Vocus network. The Customer is responsible for obtaining and maintaining the necessary software and equipment required for it to download, access and listen to the Call Recordings.
- 7.6 All Call Recordings will automatically be deleted and purged by Vocus without notice after 45 days from the initial recording date unless otherwise agreed between Vocus and the Customer at an additional cost as set out in the Service Order.
- 7.7 In the event the Customer wishes to continue to access the Call Recordings after 45 days from the initial recording date, the Customer must at their own discretion download the Call Recordings from the portal site to store offline at their own expense unless otherwise agreed in writing with Vocus.

8 UNAUTHORISED MODIFICATION OF EQUIPMENT

- 8.1 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 unauthorised modification made by the Customer to the rented Supplied Equipment or Vocus Equipment.
- 8.2 Vocus reserves the right to charge the Customer a fee for any work it is required to do

to rectify any rented Supplied Equipment or Vocus Equipment that has been modified without authorisation in order to restore the Customer's access to the Services.

9 CONFIGURATION

- 9.1 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.

10 PASSWORDS AND ACCOUNT SECURITY

- 10.1 Where applicable, Vocus will assign to the Customer secure passwords.
- 10.2 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.

11 SERVICE NUMBERS

- 11.1 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. Vocus may allocate phone numbers to the Customer.
- 11.2 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 or IP addresses do not become the Customer's property, and the Customer may not transfer ownership to any other party.
- 11.3 The Customer may port the allocated phone number to another service provider in accordance with the Number Portability Determination issued by TCF. The Customer acknowledges that IP address allocation is not transferable.
- 11.4 Should the Customer physically relocate the SIP Trunk Service or IP Tel 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 may change the Customer's number if the Customer moves outside the Local Interconnect Calling Area as defined by the Number Administration Deed.
- 11.5 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.

- 11.6 If the Customer makes an 0900 call, the Customer agrees to pay the applicable call charges associated with that number, including charitable donations promised during those calls
- 11.7 Local calls are free with residential phone lines, provided the Customer does not dial the local access code when making a local call.
- 11.8 The Customer acknowledges that Vocus may be required to provide details of call information as required by New Zealand law including the *Telecommunications (Interception Capability) Act 2004*.

12 TELEPHONY FEATURES

- 12.1 The telephony features available are subject to change from time to time and Vocus may vary the telephony features if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.
- 12.2 The Customer accepts that the IP Tel Service and SIP Trunk Service are non-compliant voice services under the Emergency Calling Code. Vocus will still use its reasonable endeavours to process emergency calls but this cannot be guaranteed.

13 DISCLAIMERS

- 13.1 Subject to clause 7, 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.
- 13.2 The Customer accepts and acknowledges that the Services does not support or is not suitable for:
 - (a) users with a medical condition or other special circumstance where a telephone connection is required. It is the Customer's responsibility to ensure that the Service is not used in such circumstances; 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).

14 CUSTOMER RESPONSIBILITIES

- 14.1 The Customer must ensure that users of the Call Recording Service obtain the express

consent of all parties to the communication to the recording of the communication before using the Call Recording Service to record the communication. In the event consent is not obtained from all parties to the communication, the Customer must not, and ensure that its users of the Call Recording Service do not, use the Call Recording Service in respect of the communication, or terminate the communication if it is not able to deactivate the Call Recording Service for the particular communication.

15 TRANSITION OUT

- 15.1 If the Customer requires Transition Out Services:

- (a) The Customer must, at least 30 days prior to the date of termination or expiry of the Service, give written notice to Vocus requesting that Vocus provide it with Transition Out Services and specifying the nature and extent of Transition Out Services required; and
- (b) If the Customer issues the notice above, and Vocus agrees to provide some or all of the requested Transition Out Services, Vocus will determine, and advise the Customer of, the Transition Out Services which Vocus agrees to provide and the fees payable by the Customer for the performance of those Transition Out Services which are payable in advance of Vocus performing the Transition Out Services (**Transition Out Fees**).

- 15.2 Upon the Customer paying the Transition Out Fees, Vocus will perform Transition Out Services for the Customer. The Transition Out Services are provided on a best efforts basis and that Vocus is 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.

16 CALLER LINE IDENTIFICATION

- 16.1 Vocus reserves the right to immediately overstamp the originating number (with a standard Vocus number) should Vocus receive a call with a non-valid originating number. Overstamping of originating number will continue until the customer has proven to Vocus that it has rectified the fault.