

## UNIFIED COMMS SERVICE SCHEDULE AUSTRALIA

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

### 1 DEFINITIONS

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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:

**ACMA** means the Australian Communications and Media Authority.

**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.

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

**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.

**IPND** means the Integrated Public Number Database.

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

**National Numbering Plan** means the framework for the numbering and carriage services in Australia maintained by the ACMA.

**Priority Assistance** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Priority Customer** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**Provisional Priority Customer** has the meaning given to that term in the Priority Assistance for Life Threatening Medical Conditions Code ACIF C609:2007.

**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, UC-One Service, the Call Recording Service, UC Access 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 of the Services provided under this Service Schedule and any applicable Service Order from time to time, available at <http://www.vocus.com.au/legal-contracts>

**Smart Number** means a 13,1300 or 1800 telephone number that can be used to make phone numbers more memorable when they can be translated into phonewords e.g. 13 CATS (13 2287) or are patterned numbers e.g. 1300 222 222. These numbers are only available through an auction process and are subject to different charges than normal phone numbers.

**Standard Zone Unit** is a charging area defined by the ACMA.

**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.

**UC Access** means the service that is used to carry the traffic for the IP Tel Service, SIP Trunk Service, Audio and Video Conferencing, UC1 Service or Call Recording Service which can be delivered over an Ethernet service or an IP WAN service.

**UC-One Service** is the provision of access to voice, video, file sharing, instant message and presence services using the UC-One software application.

**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

- 2.1 This Service Schedule applies to the first and any subsequent Service Orders for any of the Services executed by the Customer and Vocus.
- 2.2 Vocus will provide 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 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.

## PART A SERVICES

### 3 APPLICATION OF PART A OF SERVICE SCHEDULE

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

### 4 CONDITION PRECEDENT

- 4.1 The Customer agrees that in order to use the IP Tel Service, SIP Trunk Service, Audio and Video Conferencing, UC1 Service or Call Recording Service (or any combination of the above), it must have a current UC Access service.

### 5 CALL PLAN AND CHARGES

- 5.1 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.
- 5.2 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 5.2(b), 14 days' written notice; or
  - (b) where the Customer is a reseller or wholesaler of the Service, 5 days' written notice.
- 5.3 Call charges are billed per second and rounded up to 3 decimal places. Minimum call charge is \$0.01.
- 5.4 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.

### 6 REASONABLE USE

- 6.1 Customers must not use the Services unreasonably. Unreasonable use include (without limitation):

- (a) Where the Customer has included calls as part of their Call Plan:
  - i 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 reselling any Service without the prior consent of Vocus;
- (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; or
- (e) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service.

6.2 In the event that the Customer uses the Services unreasonably as described in clause 6.1, 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 or elect to terminate the affected Services for breach by the Customer pursuant to the terms of the Standard Terms and Conditions.

## **7 SERVICE ACTIVATION**

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- 7.1 Vocus will endeavour 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**

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- 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 third party internet services.
- 8.3 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.
- 8.4 The Customer agrees that in order to use UC-One 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

## **9 UNAUTHORISED MODIFICATION OF EQUIPMENT**

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- 9.1 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 CPE or Vocus Equipment.

- 9.2 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 authorisation in order to restore the Customer's access to the Services.

## **10 CONFIGURATION**

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- 10.1 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.

## **11 PASSWORDS AND ACCOUNT SECURITY**

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- 11.1 Where applicable, Vocus will assign to the Customer secure passwords.
- 11.2 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.

## **12 SERVICE NUMBERS**

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- 12.1 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.
- 12.2 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. Numbers ranges for SIP Trunk Services or IP Tel Services may not be assigned outside its associated Standard Zone Unit.
- 12.3 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.
- 12.4 The Customer acknowledges that it has no right, title or interest in any telephone number allocated to it by Vocus in providing the Service.

- 12.5 If the Customer applies to port geographic service numbers from another supplier's service to the SIP Trunk Service or IP Tel 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.

- 12.6 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 date for LNP is rescheduled at the request of the Customer.

- 12.7 If the Customer does not request barring call line identification (CLI) in respect of calls made from the SIP Trunk Service or IP Tel Service, when a call is made from the SIP Trunk Service or IP Tel Service, the Customer's telephone number may be sent automatically to the equipment of the called party. If a party calling the SIP Trunk Service 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 the Customer's handset, which receives the call, if the handset is technically capable of displaying CLI.

- 12.8 Where the SIP Trunk Service or IP Tel Service includes the provision of a phone number, Vocus will mark the phone number as 'unlisted' in IPND's directory listing.

- 12.9 Upon the termination of a SIP Trunk Service or IP Tel 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 SIP Trunk Service or IP Tel 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 SIP Trunk Service or IP Tel Service.

- 12.10 The Customer agrees that where it allocates Vocus numbers to its end users and those end users receive a carriage service from the Customer, the Customer has 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.

## **13 TELEPHONY FEATURES**

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- 13.1 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.

## 14 DISCLAIMERS

- 14.1 Subject to clause 8, 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.
- 14.2 The Service does not support or is not suitable for:
- (a) persons requiring Priority Assistance, a Priority Customer or a Provisional Priority Customer; 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 CUSTOMER RESPONSIBILITIES

- 15.1 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.

## 16 UC ACCESS SERVICE

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

## 17 TRANSITION OUT

- 17.1 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**).

- 17.2 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.

## 18 CPE WARRANTY

- 18.1 Vocus warrants that the CPE will be free from defects in material and workmanship under normal use ("**Warranty**").
- 18.2 Subject to 18.3, CPE provided to Customers on:
- (a) an outright purchase basis will be subject to the manufacturer's warranty terms only.
  - (b) a rental basis will be subject to the manufacturer's warranty terms, in addition throughout the term of the Services, Vocus will repair or replace faulty CPE with the same or equivalent CPE subject to availability from the manufacturer.
- 18.3 The Warranty does not apply if the CPE:
- (a) has been altered, except by Vocus or its authorized representative;
  - (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Vocus;
  - (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.

- 18.4 The Customer is responsible for the cost of returning goods to Vocus for warranty service and the Customer may be responsible for additional costs including (but not limited to) freight and travel.

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**PART B NATIONAL INBOUND SERVICES**

**19 APPLICATION OF PART B OF SERVICE SCHEDULE**

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

**20 NATIONAL INBOUND SERVICES**

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- 20.1 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 the Customer in the Service Order.

- 20.2 The Customer agrees that additional mandatory government charges and reservation charges may apply to 13, 1300 and 1800 numberse which are payable by the Customer.

- 20.3 The Customer agrees and acknowledges that:

- (a) Additional installation charges may be payable based on the features

requested by the Customer from time to time;

- (b) Upon request by Vocus, the Customer must provide to Vocus evidence of the Customer's right to use Smart Numbers;
- (c) Charges apply for inbound calls received at rates set out in the Service Order; and
- (d) The Customer is 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.

**21 APPLICABLE CLAUSES**

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- 21.1 Clauses 6 (but excluding clause 6.1(a)), 7, 8.1 to 8.3, 9, 10, 11, 13, 14 and 17 in Part A of this Service Schedule also apply to National Inbound Services.