

ISDN & PSTN LINES (PREVIOUSLY KNOWN AS FIXED LINE VOICE)

SERVICE SCHEDULE

- Australia -

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:

Basic Telephone Service comprises of a connection to Telstra's public switched telephone network, the ability to make and receive certain types of calls (subject to any conditions that might apply to particular types of calls), a telephone number; and a free listing of the telephone number in a telephone directory under a name proposed by the Customer and accepted by Vocus.

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

Carriage Service has the meaning given to that term in the Telecommunications Act.

End Users mean a customer of the Customer.

End User Activation means the activation of the Service in respect of an End User.

End User Deactivation means the deactivation, termination or disconnection of the Service in respect of an End User.

End User Details means all information about the End Users in the Customer's possession or control including, but not limited to, full name, billing address, street address and, if applicable, details of ordered and supplied Services.

Integrated Public Number Database has the same meaning as in the Telecommunications Act.

ISDN provides the Customer integrated digital access to voice and data networks and is made up of a digital transmission circuit between the NT1 at the Customer's premises and the local ISDN exchange.

Local Number Portability Code means the *Local Number Portability Industry Code (ACIF C540:2007)*.

Port has the meaning given to that term in the Local Number Portability Code and **Porting** and **Ported** have a corresponding meaning.

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 to feature relating to Services purchased.

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 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>

Telstra OCT means the terms and conditions imposed by Telstra which govern the Services and which can be found at <http://www.telstra.com.au/customerterms/index.htm>

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

Vocus Documentation means the Vocus standard procedures governing the supply of the Services and the manner and process by which the Customer must undertake its duties and functions under the Agreement and as notified or provided to the Customer, as amended by Vocus from time to time.

Vocus ISDN & PSTN Lines (previously known as Fixed Line Voice) or '**Services**' means the rebill services obtained by Vocus from Telstra, comprising the Basic Telephone Service and ISDN Services, and resold to the Customer.

Vocus SLA means the Vocus service level agreement which can be found at <http://www.vocus.com.au/legal-contracts>, as updated from time to time.

2. THE SERVICE

Application of Service Schedule

- 2.1. This Service Schedule applies to the delivery of Services. This Service Schedule will apply to the first and any subsequent Service Orders for the Service.
- 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 the Services are re-supplied by the Customer, must 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.

Application of Telstra OCT

- 2.3. To the extent that the Telstra OCT contains any additional terms and conditions relating to the Service which are not included in the Agreement, and which are not inconsistent with the Agreement, those terms and conditions will be deemed to be incorporated into this Agreement and the Customer will accordingly be bound by those terms and conditions.

3. SCOPE OF SERVICES

- 3.1. The Service is for the supply of Vocus ISDN & PSTN Lines ("**Service**").

4. SUPPLY OF SERVICE

Service Availability

- 4.1. Vocus may refuse any request by the Customer for the supply of a Service for any reason in its sole and absolute discretion, including if the Service does not pass Service Qualification or does not otherwise meet the requirements set out in the Vocus Documentation.

5. CALL PLAN AND CHARGES

Call Plan

- 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.

Call usage and rates

- 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 \$0.01 for individual timed calls that are rated less than \$0.01.

Toll fraud

- 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.

Other charges

- 5.5. Smart Numbers and calls to Smart Numbers are subject to additional charges, including regulatory charges which cannot be waived or reduced. These charges may change from time to time.
- 5.6. A reservation charge may apply if a number is not activated within one week of reservation.

6. REASONABLE USE

- 6.1. This clause 6 applies to Customers who have included calls as part of their Call Plan.
- 6.2. Customers must not use the Services unreasonable. Unreasonable use includes (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; or
 - (f) more than 200 calls per PSTN or ISDN channel per calendar month.
- 6.3. In the event that the Customer uses the Services unreasonably as described in clause

6.2, 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.

7. SERVICE ACTIVATION

- 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.

Additional charges

- 7.4. Additional charges may apply for items such as cabling past the main distribution frame or first socket where no main distribution frame exists, trenching or more difficult installations (**Additional Works**). Such additional charges will be provided to the Customer for approval and any Services dependent on the Additional Works will be placed on hold pending payment of those charges. Where the Customer does not approve the additional charges, the Services dependent on the Additional Works will be cancelled and clause 16.2(a) of the Standard Terms and Conditions applies.

8. SERVICE LIMITATIONS

Performance of Service

- 8.1. The Customer agrees that:
 - (a) the Service does not support or is not suitable for:

- (i) persons requiring Priority Assistance, a Priority Customer or a Provisional Priority Customer;
- (ii) 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);
- (iii) in circumstances where continuous, reliable and uninterrupted service is required; and
- (iv) any other purpose, service or application that Vocus has not expressly notified the Customer that the Service supports or is suitable for.

- 8.2. Vocus will provide the Services in accordance with the Vocus SLA.

9. TERMINATION

Consequences of Termination

- 9.1. At the termination or expiry of the Service, the Customer agrees and acknowledges that Vocus is not liable for any interruptions to the Customer's Service as a result of the Service being migrated to another provider.

10. PRIORITY ASSISTANCE

Availability of Priority Assistance

- 10.1. Priority Assistance is not available in connection with the Service.

11. VARIATIONS

- 11.1. Without limiting the right or power of Vocus under any other clause of this Agreement to vary, suspend or terminate the Services or this Service Schedule, Vocus may vary or terminate any or all of the Services or this Service Schedule:
 - (a) if any agreement, arrangement or understanding with a relevant Supplier is varied, terminated or replaced; and
 - (b) where the Service becomes unavailable because NBN has been rolled out to the area; and

- (c) in all other circumstances, where the variation is reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

12. CHARGES

- 12.1. Notwithstanding anything to the contrary in the Agreement, if in the provision of use of the Services, there is access to or use of facilities or services of a Supplier, amounts charged by that Supplier including any variation to those charges by that Supplier, are the responsibility of the Customer who will indemnify Vocus. If those amounts are charged to Vocus, Vocus may include them in the Charges.

Call diversion

- 12.2. Additional charges may apply for redirected calls and to simultaneous ring calls.

Service Requests

- 12.3. Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

13. CUSTOMER OBLIGATIONS

- 13.1. Without limiting the obligations of the Customer set out in any other clause in this Agreement, the Customer must:

- (a) Strictly comply with, and must ensure that its Customer Users comply with, any directions issued by Vocus to the Customer in connection with the Services;
- (b) Maintain the good security of the Services and any costs incurred as a result of a security breach will be the Customer's responsibility

- 13.2. The Customer authorises Vocus to obtain information from an existing provider of telecommunications services and to take all steps necessary to transfer its accounts and services from that existing provider to Vocus. Nothing in this clause requires Vocus to act on the Customer's behalf and the Customer acknowledges and agrees that it is the Customer's obligation to complete and sign such documentation and take all such steps.

- 13.3. The Customer is responsible for amounts charged for goods and services supplied or to be supplied to the Customer by that Existing provider, including amounts billed direct for example for override calls.

- 13.4. The Customer acknowledges that:

- (a) By transferring a telephone number from any other supplier to Vocus, the service associated with that telephone number is disconnected from that network of the other supplier and may result in finalisation of the Customer's account for that service;

- (b) Although the Customer may have rights to transfer a telephone number, there may be charges and other obligations associated with the transfer, which may include early termination and transfer fees;

- (c) If on termination of the Service, the Customer requests the transfer of a telephone number from Vocus to another supplier, Vocus may impose charges in relation to that transfer; and

- (d) Relocation of Services from one location to another during the agreement may result in the imposition by other suppliers or Vocus of charges for early termination and for relocating and continuing the Services at the new location.

- 13.5. The Customer acknowledges that as Vocus is the supplier of the Service, all communication, including the reporting of any incidents, service requests or inquiries, must be made to Vocus and that Telstra may refuse to respond to any communication from the Customer. In the event Telstra charges Vocus a fee as a result of the Customer communicating with Telstra, Vocus will pass through that fee on to the Customer.

14. LOCAL NUMBER PORTABILITY

- 14.1. The Customer expressly acknowledges and agrees that:

- (a) the Customer must provide to Vocus all information that Vocus reasonably requires in connection with a request to Port a phone number and that information must be accurate and complete (which information includes, but is not limited to, a properly completed and duly signed request by the Customer or where the Services are re-supplied by the Customer, the End User, in such form as Vocus may require, for the Port to occur);

- (b) Porting must only be performed in accordance with the Local Number Portability Code and may not be able to be performed if not permitted

by the Local Number Portability Code;

- (c) it must comply with any reasonable procedure that Vocus may have in respect of Porting a phone number, as may be notified to the Customer by Vocus from time to time;
- (d) the Customer does not receive any legal interest in or any goodwill in any phone number that is provided to the Customer in connection with the Network Service;
- (e) the Customer is only entitled to use any phone number that is provided to the Customer in connection with the Service;
- (f) Vocus may, to the extent permitted by the Telecommunications Numbering Plan 1997, recover from the Customer any phone number that is provided to the Customer in connection with the Service; and
- (g) certain types of services and lines cannot be Ported (for example, 'Securitel' security lines cannot be Ported).

14.2. Any request by the Customer to Port a phone number to or from Vocus may incur fees and charges which Vocus will pass through to the Customer.

15. FEATURES

15.1. Unless the Customer notifies Vocus to the contrary, the Customer acknowledges and agrees that any phone number provided to the Customer may be by way of default:

- (a) listed in a public telephone directory; and
- (b) delivered or otherwise made available to person to whom a phone call is made (or available or displayed on that person's handset or other equipment).

15.2. 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.

16. ACTIVATIONS AND DEACTIVATIONS

16.1. In addition to the clauses above, this clause 16 apply to Customers who re-supply the Services.

Procedure for Activation and Deactivation

16.2. The Customer must:

- (a) only request an End User Activation or End User Deactivation in strict accordance with the instructions of the End User, Vocus Documentation and any reasonable direction of Vocus;
- (b) obtain authorisation from the End User for the supply of the Service to the End User, in such form and specifying such particulars as set out in the Vocus Documentation or as otherwise reasonably required by Vocus from time to time;
- (c) ensure that all information provided to Vocus in connection with a request for an End User Activation or End User Deactivation (including, without limitation the information included on such application form as Vocus may require from time to time in connection with the request) is true, correct and complete; and
- (d) promptly notify Vocus of any and all changes in the End User Details in such form and specifying such particulars as may be requested by Vocus from time to time in its sole and absolute discretion.

Deactivation, Suspension and Refusal

16.3. Without limiting Vocus' rights under any other clause of the Agreement to suspend the Service (whether supplied to the Customer or resupplied to an End User), the Customer acknowledges and agrees that Vocus may:

- (a) refuse any request by the Customer for an End User Activation or End User Deactivation for any reason in its sole and absolute discretion;
- (b) give effect to an End User Deactivation or suspend a Service (or part of a Service) in respect of any End User:
 - (i) to perform system and network management and maintenance determined by Vocus to be necessary from time to time; or
 - (ii) for reasons related to credit and debt management (including for historical reasons) from time to time; or

- (iii) if Vocus reasonably suspects that the Service (or part thereof) has been used:
 - (A) in breach of any applicable Laws; or
 - (B) unreasonably or in breach of any 'Fair Use Policy' or 'Acceptable Use Policy' of Vocus, or Supplier; or
 - (C) in connection with fraud (whether or not that fraud has been proven in a court of competent jurisdiction); or
- (iv) if there has been an unusually high use of the Services.

Integrated Public Number Database

- 16.4. 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.

Additional costs

- 16.5. The Customer acknowledges and agrees that Vocus will not be liable to pay the cost of any equipment or additional infrastructure or services that are required in connection with the activation or use of the Service by the End User (such as cabling or other infrastructure).
- 16.6. The Customer must ensure that the End User has all necessary equipment, infrastructure and services to access and use the Service and that such equipment, infrastructure and services are compatible with the Service resupplied to the End User by the Customer.

General Acknowledgements

- 16.7. Without limiting the acknowledgements provided by the Customer in any other clause of this Agreement, the Customer acknowledges and agrees that:
- (a) the Customer is responsible for managing, and must manage, the relationship between the Customer and its End Users which includes, but is not limited to, providing technical support to the End Users. To the maximum extent permitted by law, Vocus or a relevant Supplier is not required to provide any technical support to any End User; and
 - (b) the Customer must ensure that an End User does not contact Vocus or a relevant Supplier in connection with technical support or any other issues in connection with the Service.