

WHOLESALE VOICE SERVICE SCHEDULE

1 DEFINITIONS AND INTERPRETATION

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:

Business Hours means 0800 hrs to 1700hrs on any Business Day in the region in which the Services are provided.

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

CPE means Supplied Equipment purchased outright from Vocus or rented from Vocus which is located at the Customer's premises.

Incident means any issue that affects the normal operation of the Service.

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

Scheduled Maintenance means the planned periods when Vocus or its suppliers perform maintenance activities, e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.

Services means the supply of voice origination and termination minutes and geographic 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>

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

2 THE SERVICES

General

2.1 This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Service Orders for Services executed by the Customer and Vocus.

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 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, any third party end user agreements 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.

Provision of Service

2.4 The Customer and Vocus will agree on a standards based interconnect for delivery of the Service. The delivery of the Service will be SIP as per RFC3264 over an IP service.

2.5 Services delivered as packetised Voice over IP (**VoIP**) are to be delivered on a Vocus approved access port, unless otherwise agreed by Vocus.

2.6 A Service delivered as VoIP requires a logical voice access port (**VAP**). The VAP includes the capability to make a specific number of concurrent calls. A VAP Service Order needs to be completed for all SIP customers.

2.7 The Service is delivered by default as bi-directional.

2.8 The Service is supplied as a single Trunk Routing Group per Point of Interconnect (**POI**) unless otherwise specified in the Service Order.

2.9 The Service will accept the following CODECs. More codecs may be supported in future. All codecs are transcoded in the Vocus core to be G711alaw for termination.

- G711alaw - mandatory
- G.711ulaw
- G729
- G.723
- G.726-16
- G.726-32
- G.722

2.10 The IP Service will allow CODEC selection to be performed on a per call basis, with CODEC selection performed during call setup (as per RFC3265 – SDP Offer/Answer).

2.11 The Customer is responsible for the provision and maintenance of any switching infrastructure required for it to use the Services.

Pre-Initial Term

- 2.12 Where the Service Order specifies a Pre-Initial Term:
- (a) the Pre-Initial Term commences on the RFS Date; and
 - (b) the Initial Term commences after the expiry of the Pre-Initial Term.

3 SERVICE INCREMENTS

- 3.1 The Services are orderable in 30 channel increments unless otherwise agreed.

4 VOCUS NUMBER ALLOCATION

National numbering plan

- 4.1 The Customer must comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (ACMA).

Caller Line Identification

- 4.2 Where the Customer is classified as Carrier / Carriage Service Provider (C/CSP) under the Telecommunications Act, the Customer will be permitted to pass any valid originating number where that number is a valid Local Service Number (as defined by the ACMA) in either ONSN, NSN or E.164 format and where that service is completely within the administrative domain of the Customer or the Customer's end user.
- 4.3 Vocus reserves the right to immediately over-stamp the originating number (with a standard Vocus number) should Vocus receive a call with a non-valid originating number. Over-stamping of originating number will continue until the customer has proven to Vocus that it has rectified the fault.

IPND

- 4.4 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.

Number Porting

- 4.5 If the Customer applies to port geographic service numbers from another supplier's service to the 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.

- 4.6 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.

5 RATES AND CHARGES

- 5.1 Subject to clause 5.2, the Customer must pay the call rates and charges in accordance with the rate plans provided with the Service Order. If the Customer does not receive this rate plan with the Service Order, the Customer must pay the call rates and charges as determined by Vocus from time to time, which is available upon request.
- 5.2 Call charges are billed per second and rounded up to 3 decimal places. Minimum call charge is \$0.01.
- 5.3 Vocus by providing 5 Business Days' notice to the Customer may amend (including increase) the call rates and charges from time to time for Services under this Service Schedule by issuing the Customer an updated rate plan if:
- (a) the rates and charges are not fixed by any agreement; or
 - (b) the rates and charges are fixed by agreement but there is a change in Vocus' cost of supply as a result of any additional costs, imposts, penalties or taxes imposed by any governmental, regulatory body or third party supplier.

In such circumstances, the Customer must pay the call rates and charges in accordance with the updated rate plan.

Minimum Call Volume Commitment

- 5.4 Where the Service Order specifies a Minimum Call Volume Commitment, the following clauses apply:
- (a) During the Pre-Initial Term, the Customer must pay the call rates and charges in accordance with the rate plan provided with the Service Order for the minutes of traffic on a monthly basis;
 - (b) During the Initial Term, the Customer must pay to Vocus the higher of:
 - (i) The Minimum Call Volume Commitment specified in the Service Order; or
 - (ii) The call charges calculated based on the rates set out in the Service Order for the volume of voice traffic used on a monthly basis.

Security

- 5.5 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.

Reasonable use

- 5.6 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 more than 200 calls per user per calendar month, or more than 500 calls per channel per calendar month;
- (b) using the Service in a way which unreasonably affects other customers' access to the network; or
- (c) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service.

- 5.7 In the event that the Customer uses the Services unreasonably as described in clause 5.6, 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.

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 the Internet or a third party communications network.
- 7.3 Vocus may charge for Service Requests in accordance with its then current Professional Services Rate Card.

8 CUSTOMER OBLIGATIONS

- 8.1 The Customer represents and warrants that:
- (a) it has received all necessary permits, licenses, and approvals necessary to provide or use the Services; and
 - (b) it has complied with and does comply with all laws, regulations, orders and statutes which may be applicable to the Customer.

9 PASSWORDS AND ACCOUNT SECURITY

- 9.1 Where applicable, Vocus will assign to the Customer secure passwords.
- 9.2 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.

10 UNAUTHORISED MODIFICATION OF EQUIPMENT

- 10.1 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.
- 10.2 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.

11 CONFIGURATION

- 11.1 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.

12 DISCLAIMERS

- 12.1 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.