

Global and Cloud PABX Service Schedule

From 1 September 2017



These Product Terms are part of, and supplemental to, the Master Services Agreement between Telegate (us, we, our) and the Customer (you, your).

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1. Service Description

- a. Our Global PABX and/or Cloud PABX service can include design, implementation, management and support services for your solution.
- b. Our Global PABX solution is for customers with international locations/offices/sites.
- c. Our Cloud PABX solution is for customers with region-only locations/offices/sites.
- d. The service may include some or all of the following components:
 - i. site audit and planning services (as described in [section 2a](#));
 - ii. solution design services (as described in section 2b);
 - iii. equipment and software supply services (as described in section 2c);
 - iv. equipment delivery and installation services (as described in section 2d);
 - v. ongoing solution management services (as described in sections 8 to 17);

2. Service Features

- a. Site Audit and Planning
 - i. We will audit your sites to determine whether they are suitable for a Global PABX or Cloud PABX service.

- ii. We will conduct a site audit during our standard Business Hours unless we agree otherwise with you. Additional charges will apply if you require us to conduct the site audit outside of our standard Business Hours.
 - iii. You must provide us with all information, cooperation and assistance that we reasonably request to enable us to perform your site audit (including, for example, a description of your sites, site access, any existing network diagrams and details of any existing communications equipment).
 - iv. Once your site audit has been completed and you have provided us with all necessary information, we will plan the design and implementation of your solution.
 - v. At a minimum, we will provide you with a plan which provides a general overview of your solution architecture. This plan will include:
 - 1. a description of the software, equipment, configuration and network required to implement your solution;
 - 2. an estimate of the costs that we will charge for the design and implementation of your solution; and
 - 3. a description of any changes to your existing network or sites that you must complete before we can implement your solution.
 - vi. Before implementing your solution, we will assess your sites to verify that all tasks that we require you to complete before we can implement your solution have been completed. We will provide you with written notice of the tasks we require you to complete before we conduct such an assessment. We will not implement your solution until we are satisfied that you have completed all of these tasks.
- b. Solution Design
- i. We will design your solution based on:
 - 1. the plan described in 2(e) above;
 - 2. the information we collect during the site audit;
 - 3. the information you provide us or we otherwise collect relating to how end-users will use your solution (including end-users' names and phone numbers); and
 - 4. the information you otherwise provide.
 - ii. We will provide you with a site schedule which describes your solution at each site based on our design of your solution.
 - iii. We may make changes to the design of your solution. We will advise you about any such changes before we implement your solution.
 - iv. If you request any major adds, moves or changes at any time after the installation of your solution at your sites, we will provide you with an updated site schedule. You should review any updated site schedules as

soon as you receive them. You must tell us within 7 business days of receiving any site schedule if you consider that it does not accurately describe your solution, otherwise you will be deemed to have accepted the site schedule as an accurate description of your solution.

c. Equipment & Software

- i. We will only provide a Global PABX or Cloud PABX service in connection with approved equipment that has been purchased or rented from us. We can provide you with a list of what this equipment is on your request.
- ii. As part of our design of your solution, we will assess your existing equipment and tell you whether any changes to your existing equipment are necessary to enable us to provide a Global PABX or Cloud PABX service to you. We will also tell you whether we are able to support your existing equipment as part of the Global PABX or Cloud PABX solution.
- iii. We will procure the right for you to use any software that is supplied with the equipment you purchase or rent from us. We will provide you with details of the license terms at (or before) the time of delivery.
- iv. You are solely responsible for the use of:
 1. the services we supply to you in connection with the Global PABX or Cloud PABX service;
 2. the equipment you purchase or rent from us in connection with the Global PABX or Cloud PABX service; and
 3. any other equipment or services connected to that equipment, whether you authorised such use or not.

d. Equipment Delivery and Installation Services

- i. We will deliver any equipment that you rent or purchase from us to your nominated address.
- ii. We will endeavour to advise you of the delivery date in advance. If there is a change in the original delivery date we will endeavour to advise you of this. However, we do not guarantee that we will be able to meet any particular delivery date.
- iii. Risk of loss of, or damage to, the equipment passes to you at the time of delivery. Installation
- iv. As part of the Global PABX or Cloud PABX service, we will install your equipment at each of your sites we have identified as requiring equipment. Installation of your equipment includes:
 1. linking your equipment to your IP WAN or IP MAN or voice carriage service;
 2. activating each handset and ensuring that each handset is connected to the correct end-user profile; and

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3. configuring the equipment or software identified in your site schedule and the interconnection of that equipment; and
 4. ensuring that each handset and the installed equipment operates correctly.
- v. Unless we agree otherwise with you, installation of your equipment does not include:
1. installation of cabling between equipment;
 2. supply of any patching cables;
 3. supply or installation of power, general purpose outlets or any UPS or battery backup unit;
 4. provision of any rack (rack unit) or supporting structure to house the equipment;
 5. the supply or installation of any cabling frames including but not limited to Main Distribution Frame (MDF), Test Point Frame (TPF), Intermediate or Distribution Frames (IDF);
 6. any horizontal or vertical (distribution) cabling;
 7. any MAN, WAN or LAN cabling or equipment upgrades;
 8. any network rationalisation, upgrade or conditioning;
 9. any system administration training unless specified; or
 10. any configuration or integration activity of your existing equipment, software or application
- vi. We are not responsible for any problem that occurs during installation unless we cause the problem. If a problem occurs which we did not cause, and you ask us to fix it, there may be extra charges which we will advise you of.
- vii. We will notify you when the installation of the equipment is complete. We will test the equipment following installation, and you must provide us with all reasonable assistance necessary to enable us to perform our testing.
- viii. We will install the equipment at your sites during our standard Business Hours unless we agree otherwise with you. Additional charges will apply if you require us to install the equipment at your sites outside of our standard Business Hours. Equipment commissioning
- ix. At commissioning, we will install and commission the equipment described in your site schedule, deploy handsets and test whether your solution operates in accordance with our design of your solution.
- x. When we have determined that the equipment can be remotely monitored, we will tell you that the equipment has been satisfactorily commissioned.
- xi. We will only provide the commissioning services described in this section

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during our standard Business Hours unless we agree otherwise with you. Additional charges may apply if you require us to commission the equipment outside of our standard Business Hours. We will notify you of any such additional charges.

e. Local Number Portability

- i. The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.
- ii. You expressly acknowledge and agree that:
 1. you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and
 2. you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Contract and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

f. Direct Indial Numbers

- i. Direct Indial lets callers contact a person they wish to speak to directly without going through an operator. Direct Indial is used in conjunction with phone systems, our Global PABX or Cloud PABX services.
- ii. We have a separate number range for Direct Indial operations.
- iii. For our standard Direct Indial operation:
 1. we allocate you a number range in 100-number blocks;
 2. we program our network to route calls to you; and
 3. we allow you to reserve number ranges (where available) in 100-number blocks for future use.

g. Customer or Site Changes

- i. You can request an add, move or change involving minor work on equipment that cannot be completed by the Customer Group Administrator. This includes for example,
 1. adding additional licenses,
 2. registering existing spare devices and
 3. adding users or altering the number range at a site.
- ii. You can request complex equipment configuration file changes via your help desk or by web access. We will not implement any complex equipment configuration file changes until you have agreed to those changes (including any applicable charges) in writing. Complex equipment configuration file

changes may include:

1. network wide changes requiring project management;
 2. requesting us to make more than five simple configuration file changes; and
 3. performing minor software upgrades.
- iii. You may request a major add, move or change via our help desk. All requests for a major add, move or change must be provided in writing. On receipt of your written request, we will contact you to discuss your request. We will not implement any major add, move or change until you have agreed to the add, move or change (including any applicable charges) in writing. We will also estimate the time required to complete your request and any associated charges. Major adds, moves and changes include:
1. adding a new device or site to Global PABX or Cloud PABX solution;
 2. replacing your equipment;
 3. relocating Global PABX or Cloud PABX equipment;
 4. upgrading software or hardware;
 5. altering Global PABX or Cloud PABX service tiers;
 6. altering equipment maintenance support arrangements;
 7. altering equipment rental arrangements;
 8. altering Global PABX or Cloud PABX service options; and
 9. cancelling some or all your managed services.
- iv. Changes can be requested via our technical help desk or web access.
- v. Unless we agree otherwise with you, we will perform any minor add, move or change between our standard Business Hours.
- vi. We will aim to complete a simple equipment configuration file change within one business day from our receipt of your request (provided we receive your request during our standard Business Hours).
- vii. Unless otherwise agreed with you, we will aim to complete a complex equipment configuration file change within seven business day from our receipt of your request.
- viii. The charges that are payable by you for any add, move or change will be set out in your agreement with us.
- ix. If you require us to perform any add, move or change outside of our standard Business Hours additional charges will apply.
- x. All configuration changes and their associated charge (if applicable) will appear on your monthly help desk activity report.

- xi. All complex equipment configuration file changes and their associated charge (if applicable) will appear on your monthly help desk activity report.

3. Coverage

- a. We have 22 points of presence in 15 different countries.
- b. We work with carrier partners in all regions that can supply local numbers, porting and communications services.

4. Fees and Charges

The Service Charges are specified in the Customer Agreement and our webpages listing detailed call rates for different countries.

- a. The pricing structure is broken down as follows:
 - i. Service Charges consisting of:
 - 1. Non-recurring charges
 - a. Service Installation charges
 - b. Service Relocation charges
 - c. Local Number Portability
 - d. Service Redirection charges
 - 2. Monthly recurring charges
 - a. Service monthly recurring charges
 - b. Feature monthly recurring charges
 - 3. Usage based charges as described in clause 5, Call Plan and Charges
 - ii. Other charges
 - 1. Cancellation charges
 - 2. Call-out charges
 - 3. You may incur an additional charge if you withdraw a Order Confirmation Form prior to completion of delivery of that Service.

5. Call Plan and Charges

- a. We will monitor call usage against your Call Plan on a monthly basis and you agree and accepts that we monitor call type and duration.
- b. Call usage is calculated based on the rates applicable to the Call Plan as set out in the Order Confirmation Form, Pricing Appendix or webpage.
- c. You agree and accept that we may amend the rates at any time by giving you 14 days' written notice.

- d. Call charges are billed per second and rounded up to \$0.01 for individual timed calls that are rated less than \$0.01.
- e. You are responsible for ensuring that all Customer Equipment is secure and that we are not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to you.

6. Reasonable Use

- a. Customers must not use the Services unreasonably. Unreasonable use includes (without limitation):
 - i. re-supplying or reselling any Service without our written consent;
 - ii. wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on our network without our written consent;
 - iii. using the Service in a way which unreasonably affects other customers' access to the network;
 - iv. setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service;
- b. In the event that you use the Service unreasonably as described in clause 6(a), we may, at our discretion, notify you that call charges apply to all calls and you must pay those call charges.

7. Minimum Period

The minimum period for each individual Service is 12 months commencing from the Service Start Date or as specified in the Order Confirmation Form.

8. Connecting PABX Service

- a. After we accept your Order Confirmation Form for a Global PABX or Cloud PABX service, we will order communications services (Business Grade Internet or SD WAN Service Schedules).
- b. Depending on the underlying technology, there could be different lead times for activation. We will advise you of these once we order the services with our partners.
- c. Where you request a Global PABX or Cloud PABX service after 5:00 pm, we treat this as if you had requested it the following working day.

9. Service Levels

- a. Service Levels are set out in our Service Level Agreement ("SLA") document.

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- b. Failure to achieve a Service Level target does not automatically entitle you to a rebate.
- c. Service rebates and how to apply for them, are described in the SLA document.

10. Service Assurance

- a. We will monitor your IP telephony network continuously.
- b. In the event of an incident or an alarm, we will originate a trouble ticket, investigate the incident and assign a severity level based on the table below.
- c. If we are providing the underlying access technology, once we have assigned a severity level, we will then aim to meet the service assurance targets outlined in the table below.

Severity Level	Target Response Time	Target Restoration Time	Target Status Reports
Severity Level 1 - Your solution is unavailable or is very seriously impaired; and - There is a critical impact on your business with all or greater than 60% of end users unable to make or receive calls.	30 Minutes	12 Hours	Every Hour
Severity Level 2 - Your solution is seriously impaired; and - There is a major impact on your business with more than 25% of end-users impacted.	30 Minutes	12 Hours	Every 3 Hours
Severity Level 3 - Your solution has an issue that requires attention; and - There is an impact on your business with less than 25% of end-users unable to make or receive calls.	30 Minutes	24 Hours	Every 8 Hours
Information - You require technical information or assistance in relation to your solution.	2 Hours	N/A	N/A

- d. Restoration time targets apply on the basis that a site visit is not required to rectify the fault. If an engineer is required to visit a client's premises, a local exchange or street cabling pits longer restoration times can be expected.
- e. No restoration target applies to VPN or IPSEC Tunnel based products since connectivity is provided by a third party.

11. Solution Management

We will provide you with the following solution management services:

- a. a technical help desk for the duration of your contract term;
- b. remote repair and on-site backup services;
- c. service assurance described in section 11; and
- d. software update services.

12. Technical Help Desk

- a. We will operate a help desk for your solution 24 hours a day, 7 days a week. Your authorised personnel can report incidents to our help desk at any time.
- b. The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution. The help desk will record and manage all reported incidents to resolution.
- c. You may nominate up to ten authorised personnel who may contact the help desk at any time. You may change your nominated personnel at any time by telling us in writing.
- d. The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users. We can, at your request, provide end-user support at an additional charge.

13. Faults

- a. Fault reporting
 - i. You can report faults with your Global PABX or Cloud PABX service to us 24 hours a day.
 - ii. Where you report a fault with a Global PABX or Cloud PABX service after 5:00 pm, we treat this as if you had reported it the following working day.
- b. Repair
 - i. We aim generally to repair a Global PABX or Cloud PABX service within the following timeframes after you tell us of the fault:
 1. where we can repair a Global PABX or Cloud PABX service without external or internal plant work or the need to attend your premises – within one working day;
 2. where the fault is that a Global PABX or Cloud PABX service has been incorrectly disconnected because of an administrative error – within one working day;

3. where the Global PABX or Cloud PABX service is in an urban area – within one working day;
 4. where the Global PABX or Cloud PABX service is in a major or minor rural area – within two working days; or
 5. where the Global PABX or Cloud PABX service is in a remote area – within three working days.
- c. Faults You Cause

We can charge you for repairing a fault, if it is caused by something you or someone else using your Global PABX or Cloud PABX service do (or do not do) willfully, recklessly or negligently.

14. Your Responsibilities

In addition to any Customer responsibilities set forth under this Agreement in the MSA or Addendum, or any other documents incorporated herein by reference, you shall, at your sole cost and liability, be responsible for:

- a. Providing all equipment (including proxy servers), software, facilities and IP connectivity (including connectivity to End Users) necessary for the service to operate with our SIP Trunk service,
- b. Providing and ensuring the successful installation of all equipment and software necessary for End Users to use services;
- c. Providing the IP address(es) for the proxy server and/or any other applicable hardware/software solution;
- d. for all End User Tier 1 support.

15. Acknowledgements

You acknowledge that, to the extent permitted by law, that we make no representations or warranties as to the effectiveness or fitness for purpose of our network's security. You shall make no claim against us concerning our network security.