

SIP Voice Connect Product Terms

From 1 July 2017



These Product Terms are part of, and supplemental to, the Master Services Agreement between Telegate and the Customer.

1. Service Description

The SIP Voice Connect service enables inbound and outbound delivery of fixed voice calls and mobile calls to users.

2. Service Features

Our VoIP Call Termination Service uses IP peer-to-peer trunking. It supports traffic from your soft switch or voice gateway to the Telegate Network.

Traffic includes voice, in band fax/modem, and dual-tone multi-frequency signalling tones (there's no data)

- a. National coverage, wherever you have IP access
- b. Support for Ethernet access (E2B) and EoSDH access
- c. Voice and transparent dual-tone multifrequency signalling/fax/modem support via G.711 code
- d. SIP and H.323 signalling.

3. Service Coverage

- a. CTS is provided on Telegate's voice infrastructure in the following countries

Australia	Brazil	Canada
China	France	Germany
Hong Kong	Indonesia	India
Ireland	Japan	New Zealand
Philippines	Singapore	United Kingdom
United States of America		

4. Fees and Charges

The Service Charges are specified in the NVM Pricing Appendix 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

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- 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 Telegate Order Form prior to completion of delivery of that Service.

5. Call Plan and Charges

- a. Telegate will monitor call usage against the Call Plan on a monthly basis and the Customer agrees and accepts that Telegate monitors call type and duration.
- b. Call usage is calculated based on the rates applicable to the Call Plan as set out in the NVM Pricing Appendix or which are otherwise made available by Telegate to the Customer.
- c. The Customer agrees and accepts that Telegate may amend the rates at any time by giving the Customer 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. The Customer is responsible for ensuring that all Customer Equipment is secure and Telegate 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

- a. This applies to Customers who have included calls as part of their Call Plan.
- b. Customers must not use the Services unreasonably. Unreasonable use include (without limitation):
 - i. running a telemarketing business or call centre;
 - ii. re-supplying or reselling any Service;

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- iii. wholesale of any Service (e.g. transit, refile or aggregate domestic or international traffic) on Telegate network;
 - iv. using the Service in a way which unreasonably affects other customers' access to the network;
 - v. setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service;
 - vi. more than 200 calls per IP Tel user per calendar month, or more than 500 calls per SIP channel per calendar month
- c. In the event that the Customer uses the Services unreasonably as described in clause 6(b), Telegate may at its discretion notify the Customer that call charges apply to all calls and the Customer 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 Telegate Order Form.

8. Service Levels

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

9. 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, Customer shall, at its sole cost and liability, be responsible:

- a. Providing all equipment (including proxy servers), software, facilities and IP connectivity (including connectivity to End Users) necessary for the service to operate with Telegate CTS service,
- b. Providing and ensuring the successful installation of all equipment and software Telegate necessary for End Users to use services sold to it by Customer;
- c. Providing the IP address(es) for the proxy server, the Customer application and/or any other applicable hardware/software solution;
- d. for all End User Tier 1 support, and,
- e. for all Class 5 features, such as dial tone, call waiting and call forwarding

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functionality.

10. Acknowledgements

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