

SERVICE SCHEDULE – GLOBAL VOICE OVER IP OUTBOUND



1 SERVICE DESCRIPTION

- 1.1 The Global Voice Over IP (**GVoIP**) Outbound service provides outbound international voice, fax or modem calls via our VoIP platform (**GVoIP Outbound Service**).
- 1.2 Subject to the Service Order Form, the GVoIP Outbound Service is comprised of:
- (a) Direct Inward Dialling (DID), which must be either a:
 - (i) Valid number that is allocated to you, in relation to which you have provided us evidence of such allocation in advance; or
 - (ii) Direct Inward Dialling (DID) Number that is provided to you by Telstra for GVoIP;
 - (b) **GVoIP Outbound Service**, which is an outbound GVoIP service for outbound international voice, fax or modem calls originating from an IP Phone, IP PBX, or your unified communication system at your Site using only permitted Telephone Number types provided in clause 1.2(a) above. The GVoIP Outbound Service transmits signals from your Site over your Associated Service utilising our VoIP PoP's, routed to our direct interconnections and premium quality suppliers terminating as an international direct dial call on the PSTN or local mobile network in a Destination Country; and
 - (c) **Call records**, for the GVoIP Outbound Service via a secure web portal.
- 1.3 The GVoIP Outbound Service does not include:
- (a) GVoIP Inbound Service (which is separately available);
 - (b) your Associated Service;
 - (c) your IP telephony equipment including your IP phone system, PBX infrastructure or unified communications systems; or
 - (d) any other CPE including routers, session border controllers, call managers and call servers required to generate voice calls on your Associated Service.

2 CHARGES

- 2.1 The charges for your GVoIP Outbound Service are set out in your Service Order Form and include:
- (a) non-recurring charges (**NRC**);
 - (b) monthly recurring charges (**MRC**); and
 - (c) variable call usage charges as set out in the rate card attached to your Service Order Form (**Rate Card**). The minimum duration charges for each call are applied for the first 30 seconds (or lesser time period). After the first 30 seconds, usage is calculated and charged in six (6) second blocks. Partial use of a six (6) second block will be charged as a six (6) second block. Invoices will show the charge for each call calculated to two decimal places.
- 2.2 In the event that you terminate a call in a country that is not included on the Rate Card, those calls will be charged according to our standard rates as at the date of the call.
- 2.3 We may change the rates in the Rate Card, but we must provide you with seven (7) days' notice prior to any change. If the change to the rates would cause more than minor detriment to you, you may cancel the Service without payment of any Early Termination Charges by providing us with written notice within 30 days of our notice to you under this clause.
- 2.4 Upon termination of your Service, in addition to any Early Termination Charges or outstanding charges payable, you will pay the disconnection charges imposed by our Service Providers, as set out in the Service Order Form.
- 2.5 If fraudulent calls originate from your network, we will charge you for such calls in accordance with the rates in the Rate Card or our standard rates and you agree to pay such charges. You may request for a waiver of the charges mentioned in this clause 2.5 by providing us with a written request and sufficient evidence of the fraudulent calls (such as a national police report) to demonstrate that:

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- (a) you were not responsible for the fraudulent calls;
- (b) you notified us of such fraudulent or illegal calls;
- (c) you reasonably attempted to have your Service disconnected and we failed to disconnect; or
- (d) we had reasonable grounds to suspect that the calls were illegal or fraudulent.

The grant of such waiver is at our sole discretion.

2.6 We will use best efforts to block all suspicious calls which we receive on our network to protect you from malicious fraud traffic. This does not relieve you from payment for calls which you send to us..

3 TERM AND TERMINATION

3.1 The Service Term for your GVoIP Outbound Service commences on the date that the GVoIP Outbound Service is made available for you to use (**Service Start Date**) and continues for the Initial Period unless terminated or renewed in accordance with the Agreement Terms.

3.2 The Initial Period for the GVoIP Outbound Service is specified in the Service Order Form, or if no period is specified then the Initial Period is 12 months (**Initial Period**).

3.3 If an Early Termination Event occurs during:

- (a) the Installation Period for your GVoIP Outbound Service, the early termination charge is a sum equal to:
 - (i) the costs reasonably incurred by us up to the date of the Early Termination Event; and
 - (ii) a sum equal to any reasonable amounts payable by us to our Service Provider for termination of your GVoIP Outbound Service prior to the end of the Initial Period,which will not exceed an amount equal to 30% of MRC multiplied by the number of months in the Initial Period; or
- (b) the Initial Period for your GVoIP Outbound Service, the early termination charge is a sum equal to 30% of MRC multiplied by the number of remaining months in the Initial Period if the Early Termination Event had not occurred

4 SERVICE PROVISIONING

4.1 After acceptance of a Service Order Form, we will carry out a feasibility assessment for the GVoIP Outbound Service. If the assessment reveals that the GVoIP Outbound Service is unavailable or additional costs (including costs arising from capital works) are required to deliver the GVoIP Outbound Service, we may propose an amendment to the GVoIP Outbound Service and the charges for the GVoIP Outbound Service by notice to you. If you do not accept the amended GVoIP Outbound Service or the amended charges, you may cancel the GVoIP Outbound Service provided that you reimburse us of any third-party costs that we reasonably incur in relation to your termination of the GVoIP Outbound Service.

4.2 All delivery dates noted within the Service Order Form are indicative.

4.3 We will provide you with a test period of three (3) Business Days, commencing on the date we notify you that the GVoIP Outbound Service is ready for testing (**Test Period**). If, prior to the conclusion of the Test Period:

- (a) you notify us of a suspected provisioning fault, we will investigate and rectify any fault before re-delivering the GVoIP Outbound Service to you. A new Test Period will begin on the date of re-delivery. If we are able to certify through test that there is no fault, you will be deemed to have accepted the GVoIP Outbound Service on completion of the Test Period and we will make the GVoIP Outbound Service available to you from that date; or
- (b) you do not notify us of a suspected provisioning fault, you are deemed to have accepted the GVoIP Outbound Service and we will make the GVoIP Outbound Service available to you from that date.

5 SERVICE RESTORATION TARGETS

Mean time to restoration (MTTR)

5.1 We will aim to meet a MTTR target depending on the severity of the incident as listed in the table below.

Priority	Impact	Urgency	Definition
1	Down	Critical	<ul style="list-style-type: none"> Critical link/site down or network outage affecting more than one link/site Incidents which render a system and / or critical functionality unusable Requires immediate corrective action and technical escalation
2	Down or Degraded / Unusable	High	<ul style="list-style-type: none"> An active service is hard down resulting in critical impact to the end user's business operations Repeated / chronic case Requires prompt corrective action
3	Degraded / Usable	Medium	<ul style="list-style-type: none"> The operation of an active service is degraded Incidents which do not significantly impair the service to individual customers
4	Up	Low	<ul style="list-style-type: none"> Non-real time request; may or may not be fault related (RFO) Information only - could include network changes, maintenance and planned outages. Incidents with no or minimal impact to system functionality or service to customers Any minor condition having no immediate effect upon customer service Remote hands request

5.2 If the actual MTTR of a service exceeds four (4) hours for a month, you may claim the following credit:

Mean Time to Restore	Credit
Between 241 minutes and 480 minutes	5% of MRC
Between 481 minutes to 960 minutes	6% of MRC
Between 961 minutes and 1440 minutes	8% of MRC
In excess of 24 hours	10% of MRC

Call Quality

5.3 We do not guarantee that the call quality on calls made through your GVoIP Outbound Service will meet or exceed a certain level.

5.4 Temporary interruptions and packet loss may occur from time to time. There may be variable delay and data throughput rates, which will directly affect the availability and quality of your GVoIP Outbound Service. We are not able to prevent these from occurring on your GVoIP Outbound Service and that this may result in call disconnection, corrupt audio or video calls or delayed audio calls. You should also be aware that we are not able to prevent these from occurring on your and that this may result in call disconnection, corrupt audio or video calls or delayed audio calls.

5.5 For information purposes only, the service availability target for the GVoIP Outbound Service core platform is 99.95% with dual SBC PoP connection for redundancy. We aim to, but do not promise to, meet this target. This does not include the IP VPN/MPLS and Internet connection. For the avoidance of doubt, this is not a service level and you are not entitled to any credit if availability does not meet this target other than as expressly set out in this clause 5.

Call Line Identification Number

5.6 We will try (but do not promise) to provide the call line identification information for the incoming call over your GVoIP Outbound Service. In some countries, the CLI may be modified or dropped by country regulators. You are not

permitted to request us to change, alter or hide the call line identification information. You must ensure that for all outbound calls the CLI data provided is a valid, dialable number in +E164 format which uniquely identify the caller.

- 5.7 You must comply with local regulations of the Destination Countries with respect to the caller line identification.
- 5.8 We will take all reasonable steps to ensure we only connect calls in relation to which the CLI data is in accordance with clause 5.6 above and the permitted Telephone Number types provided in clause 1.2(a) above.

6 MAXIMUM CREDIT ENTITLEMENTS

- 6.1 The aggregate rebate payable in a month under these MTTR in respect of your GVoIP Outbound Service is subject to a maximum of 10% of the monthly recurring charges in that month.

7 YOUR OBLIGATIONS

- 7.1 You must:
- (a) comply at all times with all Applicable Laws, including and not restricted to spam, fraud, robo-calling or repeated marketing calls;
 - (b) ensure that you complete all tests (including any installation tests) that we request you to do;
 - (c) ensure that the country of GVoIP Outbound Service origination of calls from your Site including its call line identification number, and the Destination Country, are **not the same country**;
 - (d) ensure that CPE is compatible with our GVoIP Outbound Service configuration requirements;
 - (e) provide us with at least 45 days' written notice if you wish to cancel your GVoIP Outbound Service;
 - (f) provide us with at least 30 days' written notice if you wish to add or remove any call routing;
 - (g) ensure that the required call prefix, call distribution, VoIP protocols and configuration requirements, as notified by us, are implemented and operated between your call process devices (such as PBX or call manager) and our VoIP Gateways;
 - (h) provide us with at least five (5) Business Days' prior written notice if you wish to conduct any maintenance work at your Site (including, without limitation, changing your servers or redirecting your current connection to another connection) and you require our assistance during this period (**Maintenance Period**). We may charge you in accordance with our standard rates and you agree to pay such charges for our assistance during the Maintenance Period or for any assistance related to your maintenance work. We are not responsible or liable for any losses you may incur during the Maintenance Period if you fail to provide us with the stipulated notice period in this clause or fail to provide sufficient instructions or requests relating to the assistance required from us;
 - (i) not perform, allow or procure interconnection between an IP network provided by us and any other network (including the local PSTN), without our prior written consent; and
 - (j) not resell the GVoIP Outbound Service without our prior written consent which we may give or withhold in our absolute discretion.
- 7.2 You are solely responsible for selecting, providing, setting up, configuring and maintaining any CPE required to receive and make calls on your GVoIP Outbound Service, and all physical connections (including devices such as a call manager) and configuration of software, unless we agree to provide or manage it for you.
- 7.3 You agree that the GVoIP Outbound Service must traverse our VoIP Gateway, and any conversion from PSTN to VoIP must be affected by our VoIP Gateway.
- 7.4 You agree that the GVoIP Outbound Service may only be used for termination of international outbound voice, fax and modem calls sent to us in standard E.164 format (e.g. country code, area code and number). Unless advised and agreed by us in writing, you may not use this GVoIP Outbound Service to terminate any other types of calls (such as local calls, national long-distance calls, international and domestic toll-free calls, informational calls or emergency calls).
- 7.5 **Emergency Calling.** GVoIP Outbound Service is not a traditional telephone service or a replacement for traditional telephone service. There are important differences between traditional telephone services and GVoIP Outbound

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Service, including that GVoIP Outbound Service does not support or carry emergency calling to any emergency services personnel or public safety answering points (**Emergency Services**) such as 911. You and your end users understand and agree that it is your responsibility to:

- (a) make alternative arrangements for you and your end users using GVoIP Outbound Service to access Emergency Services; and
- (b) inform all end users that may use GVoIP Outbound Service of these limitations and how they may access Emergency Services via other means, including the alternative arrangements that you have made available.

7.6 Neither Telstra nor its affiliates are liable for any damages resulting from any Emergency Services call or any inability to place or complete an Emergency Services call utilizing GVoIP Outbound Service. You agree to indemnify and hold Telstra harmless from and against any and all loss, damages, liability, claims, costs and expenses (including reasonable attorney's fees) (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with your failure to comply with the provisions of this clause 7.5 or related to your or your end users referring or relating to any Emergency Services call or any inability to place or complete an Emergency Services call utilizing GVoIP Outbound Service. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of this clause 7.5. You may only use the GVoIP Outbound Service in conjunction with an Associated Service.

7.7 Your Associated Service must be:

- (a) a Global IP VPN Service provided by us;
- (b) Global Internet Direct Service provided by us;
- (c) any other carriage services provided by us.
- (d) Any internet carriage service in United States of America, United Kingdom, Singapore, Hong Kong and Australia

7.8 We may cancel or suspend your GVoIP Outbound Service if your Associated Service ends for any reason.

7.9 The GVoIP Outbound Service may only be used for origination of calls from your Site in any country unless notified by us to you. If we notify you that you are not permitted to make outbound calls from a particular country, then you must cease to use the GVoIP Outbound Service to originate calls from that country from the date specified in the notice. To the extent legally permissible, we will provide you with reasonable prior written notice of this change and if the change causes you more than a minor detriment, you may cancel the Service without payment of any early termination charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 7.9.

7.10 You must not use the GVoIP outbound service to terminate fraudulent or illegal calls from your network. You are responsible for using the Service in a lawful manner that is consistent with all applicable international, federal and state laws, including, but not limited to, telemarketing and consumer. If we determine, in our sole discretion, that your use of the GVoIP Service violates any applicable laws, then we reserve the right to immediately terminate and discontinue providing your GVoIP Service. In addition, if we determine that your use of the GVoIP Service is not that of a typical business user or for the purposes as set out in the Service Order Form, then we reserve the right to discontinue providing the GVoIP Service or to move you to an alternative plan if such exists, and we will charge you for any additional costs that we incur or additional resources that we have to dedicate as a result of your failure to comply with this Schedule.

8 DEFINITIONS

8.1 In this Service Schedule, unless otherwise stated:

Applicable Law means any law in force in a jurisdiction where the GVoIP Outbound Service is being supplied or used or which regulates the supply or use of the GVoIP Outbound Service and includes:

- (a) any applicable determination, obligation, code, licence condition, decision or direction of any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency; and
- (b) any applicable international convention or agreement.

Approved Origination Country means those countries which are identified as approved origination countries in your

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Service Order Form, and any other country that we notify you is an Approved Origination Country.

Associated Service means the service that supports GVoIP Outbound Service.

CPE means customer premises equipment and includes any hardware, software (including a call manager device) routers or other equipment that you may need at your Site to access the GVoIP Outbound Service.

Destination Country means the country in which calls are terminated.

Direct Inward Dialling means local telephone numbers for calling into a PBX system.

Early Termination Event means the downgrade or cancellation of a GVoIP Outbound Service for any reason other than our material breach.

GVoIP Inbound Service, which is an inbound GVoIP service for international voice, fax or modem calls which originates from an Approved Origination Country using a toll free or local number provided by us and which transmits via our transit carrier partner to our VoIP Gateways.

Initial Period has the meaning given in clause 3.2.

Installation Period for the GVoIP Outbound Service means the period between the execution date of any order and the Service Start Date for that GVoIP Outbound Service.

PBX means a private branch exchange which is located in an office or building that provides voice and data extension lines and an access point to the public network; including IP Centrix hosted PBX and Time Division Multiplex (TDM) based PBXs, either managed by us or you.

Public Switched Telephone Network or **PSTN** means, any public switched telephone network used to carry circuit switched voice data, whether provided by us or another carriage service provider.

Rate Card has the meaning given in clause 2.1.

Service Order Form has the meaning given in the Global Business Service Agreement.

Service Provider means a service provider from whom we acquire any GVoIP Outbound Service for the purpose of reselling the GVoIP Outbound Service to you.

Service Term means the Initial Period and any subsequent renewal period for that GVoIP Outbound Service.

Site means each of your sites that are connected to the GVoIP Outbound Service using an Associated Service.

Toll Free Number means telephone numbers with distinct codes that can be dialled from landlines with no charge to the person placing the call. **Voice over Internet Protocol** or **VoIP** means a technology developed to set up, convert, compress, transport, and tear down telephone calls over a data backbone which could be your private data network (IP VPN) or Internet network.

VoIP Gateways means our PSTN to IP gateways used to provide the GVoIP Outbound Service.

Attachment - Available Country Special Terms

This Attachment sets out the special terms and conditions that apply to GVOIP Services in specific Available Countries. If there is an inconsistency between the terms of this Attachment and clauses 1 to 8 of this Schedule, this Attachment shall apply to the extent of the inconsistency.

1 SINGAPORE

Connection

- 1.1 GVOIP Service via Internet is not available for Critical Information Infrastructure as defined by the Singapore telecommunications regulator, the Infocomm Media Development Authority.

2 USA

- 2.1 In the course of providing a Service in the United States, we may obtain and possess certain usage-related information about the quantity and type of such services that is referred to as customer proprietary network information under U.S. federal law (CPNI). Under U.S. federal law, you have the right, and we have the duty, to protect the confidentiality of your CPNI. We agree to use CPNI only in accordance with U.S. law. We currently provide you a dedicated account representative assigned to your account. You agree that the Telstra dedicated account representative or its delegate may use any means to provide CPNI (including Call Detail Records) to any of your representatives. You authorize us to share CPNI (including Call Detail Records) with other Telstra Affiliates for any lawful purpose, including without limitation for provisioning, supporting billing and collecting charges for the Services and to develop, identify, offer, and provide products and services that may benefit you; provided those Affiliates first agree to observe the confidentiality of the information in accordance with the Agreement.

3 UNITED KINGDOM

- 3.1 We will comply with applicable United Kingdom law with respect to calling line identification (CLI) filtering. We will take all reasonable steps to ensure we only connect calls in relation to which:

for all calls:

- (a) the CLI data provided is a valid, dialable number which uniquely identifies the caller; and

for outbound calls:

- (b) the call displays a Telstra-provided UK direct inward dialling (DID) number as the CLI; and
(c) the presentation number is the same as the underlying CLI.