

OUR CUSTOMER TERMS

CLOUD SERVICES – TELSTRA PURECLOUD

CONTACT CENTRE - GENESYS POWERED

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Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#).

1 ABOUT THE CONTACT CENTRE PURECLOUD POWERED BY GENESYS SECTION

- 1.1 This is the Contact Centre PureCloud Genesys powered (**PureCloud Service**) section of Our Customer Terms. Depending on the nature of the products and services you are receiving under this Cloud Services section, provisions in other parts of the Cloud Services section may apply.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms also applies.
- 1.3 See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.4 See section one of the General Terms part of the Cloud Services section of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more details on how the various parts of the Cloud Services section of Our Customer Terms are to be read together.

2 PURECLOUD SERVICE

What is the PureCloud Service?

- 2.1 The PureCloud Service is an omni-channel cloud-based contact centre enabling voice, chat, email and social channels.
- 2.2 The PureCloud Service is comprised of hosted software, support and Professional Services, each of which is described more fully below.

AppFoundry

- 2.3 Our third party supplier for the PureCloud Service offers AppFoundry. Telstra does not offer AppFoundry solutions directly. You have discretion in deciding whether you wish to purchase any AppFoundry solutions from our third party supplier directly, in which case such purchases would be billed by our third party supplier separately. For the avoidance of doubt, you are not required to purchase any AppFoundry solutions, and the PureCloud Service through Telstra does not require AppFoundry solutions.

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3 ELIGIBILITY

What you need to acquire

- 3.1 The following items are not part of your PureCloud Service. You will need to acquire these items separately to be able to use your PureCloud Service:
- (a) a Telstra IN-Control or IN-Control Call Direct service;
 - (b) one or more Telstra Inbound Services (as this is required for callers to access your PureCloud Service PureCloud- Genesys);
 - (c) for each of your users, a computer that meets the minimum technical requirements (we will notify you of minimum technical requirements from time to time and provide reasonable notice of any changes to these); and
 - (d) for each of your users, a telephone service in Australia that can be directly dialled.
- 3.2 If you are using the PureCloud Service via:
- (a) a cloud (shared) voice network, then you will require access to the public internet and PSTN access; or
 - (b) a dedicated voice network model, then you will require Telstra IP MAN or IP WAN, Telstra SIP Connect, internet access and PureCloud Edge devices.

Your Application Form or your separate agreement with us will state whether you access the PureCloud Service via a cloud (shared) voice network or dedicated voice network model.

- 3.3 The terms (including pricing) on which we provide:
- (a) Telstra Inbound Services, IN-Control and IN-Control Call Direct services are set out in the Inbound Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services/inbound-services>);
 - (b) Telstra IP MAN and Telstra IP WAN services are set out in the IP Solutions section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/data-services/ip-solutions>); and
 - (c) Telstra SIP Connect are set out in the Other Voice Services section of Our Customer Terms (<https://www.telstra.com.au/customer-terms/business-government/other-voice-services>).

What happens if your Inbound Service is transferred or cancelled?

- 3.4 If your eligible Inbound Service is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or

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permanently), you must tell us as soon as possible and nominate an alternative eligible Inbound Service for your Services.

- 3.5 If you do not nominate an alternative eligible Inbound Service within two business days, we can immediately suspend or cancel your PureCloud Service.

Dependencies

- 3.6 You acknowledge that we do not support all devices, platforms or browsers (**Dependencies**), and it is your responsibility to acquire and maintain supported Dependencies. We can provide you with details of supported Dependencies on request. If you do not maintain supported Dependencies, you may not be able to use your PureCloud Service, or we may be limited in the support that we can provide to you, and you will still be liable for all fees and charges payable in relation to your PureCloud Service.

4 RESTRICTIONS AND USE

- 4.1 The PureCloud Service is not available to Telstra Wholesale customers or for resale.
- 4.2 You must not provide or assist with the provision of the PureCloud Service to any other person.
- 4.3 In using your PureCloud Service, you must comply with any applicable laws, standards or codes (including, for the avoidance of doubt, in relation to the ACMA Do Not Call Register).
- 4.4 You must only use the PureCloud Service (or any part of it) for your own internal business purposes (which can include to provide call centre services to your customers). You may allow your contractors to use the PureCloud Service to provide services to you. You must not provide access to the Genesys Service to any other person unless we agree otherwise.

5 TELEPHONE NUMBERS

- 5.1 Your PureCloud Service must not use any service other than a Telstra Inbound Service to receive incoming telephone calls. If you wish your PureCloud Service to receive calls on any other telephone number, that telephone number must be redirected to a Telstra Inbound Service, which may then connect to your PureCloud Service.
- 5.2 Telstra Inbound Services will be redirected to pilot numbers. Each pilot number can be managed separately, and may use different rules for call redirection and other services. These pilot numbers will then be redirected by your PureCloud Service where interactive voice response prompts can be played and the call is queued while routing decisions are made.
- 5.3 Your pilot numbers will be allocated based on 1 nominated location of either your head office or at least 1 physical address of your

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PureCloud contact centre The area code will be based on the nominated state or territory location and will correspond to an area code as follows

State or Territory of Site Address	Nominated Home Location	Area Code
Northern Territory	Northern Territory	(08)
New South Wales ACT	New South Wales	(02)
Tasmania Victoria	Victoria	(03)
Queensland	Queensland	(07)
Western Australia	Western Australia	(08)
South Australia	South Australia	(08)

- 5.4 The nominated home location and area code will be used to calculate any associated call costs for calls made using your PureCloud Service. If you are using the Shared Voice Network model, call costs for local and national fixed line calls are included in the shared network user license fee.
- 5.5 If your site address is in the Northern Territory, New South Wales, Tasmania, Victoria, Queensland, Western Australia or South Australia and is not located in an urban area, your pilot numbers will be allocated a telephone number matched to your nearest telephone exchange. This will allow your Telstra Inbound Service to be redirected to pilot numbers at local call rates rather than long distance call rates.
- 5.6 Whether your site address is located outside of an urban area is based on the place's population. For more detail, see our Universal Service Plan or the ACMA's Customer Service Guarantee.
- 5.7 Answer point telephone numbers are used by your users to make and receive calls using your PureCloud Service. Each of your answer point telephone numbers must be a telephone number in Australia that can be directly dialled. User answer points may be mobile or international endpoints.
- 5.8 If you are using the Shared Voice Network model Standard call charges will apply to calls made by the PureCloud Service to your user answer points where the answer point used by your user is a mobile or international number and for calls made by your user answer points from the PureCloud Service to Mobile and International numbers.
- 5.9 If you are using a dedicated voice network model call charges will apply to calls to your user answer points and calls made from your

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user answer points at your standard negotiated call rates for your SIP Connect Service.

5.10 Without limiting our other rights, we may charge you any interconnection or similar charges incurred by us as a result of the use of answer point telephone numbers not provided by us on a retail basis, together with our reasonable administration costs.

5.11 The pilot numbers must be used only with your PureCloud Service, and must not be used to receive calls other than through your PureCloud Service. If you:

- (a) directly dial pilot numbers; or
- (b) allow or encourage any person to directly dial pilot numbers,

we may (at our option):

- (c) revoke the pilot number; or
- (d) modify your Service so that your pilot numbers cannot be directly dialled.

6 CAPACITY

6.1 If you expect that your Genesys PureCloud shared network Service will receive call traffic in excess of 1000 calls per hour, you must tell us at the time of your application. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.

6.2 If you schedule an event that is likely to result in call traffic in excess of 1000 calls per hour, you must tell us at least one week before the event begins. At our request, you must also provide us with any information we reasonably require regarding your anticipated call traffic.

6.3 We will try to ensure, but do not guarantee that your PureCloud Service has sufficient capacity to deal with the volume of calls agreed with you.

6.4 If your PureCloud Service does not have sufficient capacity to deal with the volume of your calls, we may divert your calls to a recorded voice announcement. You will not be charged for these unsuccessful call attempts.

6.5 You understand that any peak in calls above the agreed capacity may affect the availability and quality of your PureCloud Service and the PureCloud Service we provide to our other customers.

6.6 We may shed your calls at any time if we consider this action necessary to protect our networks and other services.

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7 CLOUD CONTACT CENTRE SERVICE PACKAGES

- 7.1 When you order a PureCloud Service from us you must select one Plan from the list of Plans below:
- (a) PureCloud 1;
 - (b) PureCloud 2
 - (c) PureCloud 3
- 7.2 You may only select one Plan for each PureCloud Service. You cannot have a blend of Plans.
- 7.3 You must choose one license type for your plan from either a named user or concurrent user. You cannot have a blend of license types.
- 7.4 The details of each Plan are available on request, and the Plan you have chosen is set out in your Application Form or your separate agreement with us.

8 CHARGES

Service charges

- 8.1 The minimum spend for the PureCloud service is \$1,000 plus GST per Month on Licenses fees. This includes PureCloud license Plan fees and CRM add on and Virtual Edge license fees. Hardware, network services, telephony, other add-ons, Professional Services and training do not count towards the minimum spend
- 8.2 The billing for your PureCloud Service first commences when you log in any billable user. This may be in advance of your term commencement. Any logins prior to your term commencement will be charged retrospectively after the term commencement.
- 8.3 The charges for your PureCloud Service are comprised of:
- (a) the relevant subscription charges for your PureCloud Service Plan, which will include a minimum monthly commitment based on user licenses either named or concurrent users charged in advance;
 - (b) charges for extra usage, which will be charged in arrears;
 - (c) fees for Professional Services charged in arrears; and
 - (d) charges for hardware if your service is a dedicated network model, which will be charged in arrears,

as set out in your Application Form or in your separate agreement with us.

- 8.4 As well as the charges for your PureCloud Service, you must pay us for the other telecommunications services we provide in connection

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with your PureCloud Service (such as your inbound telephony, internet, SIP or IP VPN service).

What defines a billable named user for the Genesys PureCloud services?

- 8.5 A billable named user is anyone that has logged in to the PureCloud service at least once during the billing period. The user type billed is the highest level license they were assigned during the billing period. To allow for mistakes, the user must have the license type assigned for a minimum of 4 hours during the billing period.

What defines a billable concurrent user for Genesys PureCloud services?

- 8.6 Concurrent users are only supported for PureCloud 1, 2, or 3. If a concurrent license model is selected, all PureCloud users are licensed as concurrent. PureCloud does not support a mix of named and concurrent user types. A billable concurrent PureCloud user is anyone that has logged into the PureCloud service at least once during the billing period AND has elected to go "On Queue" to receive ACD interactions. The user type billed is the highest PureCloud level license they were assigned during the billing period. In a concurrent licensing model, we count the maximum number (peak) of concurrent (simultaneous) users during a billing period. To support shift changes, usage peaks shorter than 30 minutes in duration are disregarded.
- 8.7 If you increase your subscription plan for the PureCloud Service, the changes to the charges for the PureCloud Service will be effective from implementation in our billing systems. You cannot decrease your subscription plan or number of licenses during your contract term.

Call charges

- 8.8 If you are using the PureCloud Shared Voice Network we do not charge you for calls made between your logged in users or to PureCloud Service user answer points that use a Australian fixed line. Call Charges will apply for user answer points that are mobile or international numbers. Call charges to outbound calls to fixed local and national lines are included in your plan, this excludes calls made by the PureCloud outbound dialler. Outbound calls to mobiles and international calls will be charged at standard rates.
- 8.9 If you are using the outbound dialler, additional call charges apply. A separate calling package is available for purchase. You must tell us at time of order if you plan to use the outbound dialler or during the use of the service if you plan to introduce using the outbound dialler, a change request will be required to implement the new call package if your service is already operational.
- 8.10 If you are using a dedicated voice network model, standard negotiated call charges will apply to all calls from your SIP service

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connected to the PureCloud Service this includes calls to your user answer points.

- 8.11 The charges payable by people calling your Telstra Inbound Service are specified in other sections of Our Customer Terms.

Equipment

- 8.12 You may request us to rent to you or sell you equipment for your PureCloud Service and if we agree, we will set out the relevant terms in a separate agreement.

9 MINIMUM TERM, TERMINATION AND VARIATIONS

Minimum Term

- 9.1 The Minimum Term for a PureCloud Service can be chosen from either 12, 24, or 36 months as set out in the Application form or your separate agreement with us.
- 9.2 The Minimum Term begins ninety (90) days after order provision or when you go live using the PureCloud Service, whichever comes first. The 90 days allows you to implement the PureCloud Services.
- 9.3 At the end of the Minimum Term of your PureCloud Service, we will continue to provide your PureCloud Service on a month-to-month basis until either you or we cancel the PureCloud Service.

Early termination

- 9.4 You may cancel your PureCloud Service at any time by giving us 45 days' written notice.
- 9.5 If, during the Minimum Term for your PureCloud Service:
- (a) you cancel your PureCloud Service for any reason other than our material breach; or
 - (b) we cancel your PureCloud Service for your breach of this Cloud Contact Centre Genesys section of Our Customer Terms,

we may charge you an early termination charge calculated as 70% of the total of your remaining minimum financial commitment at the date you notify us of the termination, multiplied by the number of remaining months in the Minimum Term, plus any setup charges.

- 9.6 If the PureCloud Service is cancelled:
- (a) there is no refund of pre-paid and partly-used subscription amounts; and
 - (b) if we have given you any discounts, our standard charges for the PureCloud Service disregarding discounts will be used in the calculation of the applicable early termination charges.

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Expiry or termination of our supply agreements

- 9.7 If we are unable to supply your PureCloud Service due to the expiry or termination of any agreement between us and any of our suppliers, we may cancel your PureCloud Service (or any part of it) without liability to you. We will give you much notice as possible in the circumstances.

10 SERVICE LIMITATIONS

10.1 You acknowledge and agree that:

- (a) the Internet is not secure and not subject to performance standards. Data sent across the Internet may be delayed or lost, and we cannot guarantee application response times of, or stability of connections to, your PureCloud Service;
- (b) the PureCloud Service voice is accessible through a dedicated voice network or a cloud (shared) voice network, and therefore it may not be continuously accessible due to reliance on the Internet;
- (c) the software used to provide the PureCloud Service is located on servers that are controlled by third parties and availability of the PureCloud Service may vary as a result of the actions of the third parties; and
- (d) you are solely responsible for any data or recordings you place in your PureCloud Service, including the quality, accuracy and completeness of that data.

10.2 You acknowledge that the applicable online guides contain important information relating to the use of your PureCloud Service. Failure to follow the relevant online guides may impair the PureCloud Service

10.3 You are solely responsible for the use (or attempted use) of your PureCloud Service by you and/or any third party whether authorised or not.

10.4 You must comply with our instructions regarding your use of your PureCloud Service.

10.5 You must keep your passwords or other identification codes for your PureCloud Service secure.

11 CONTENT

Responsibility for Content

11.1 You are solely responsible for all the information, announcements, materials and other content associated with your PureCloud Service (**Content**) and for arrangements with any third parties to access that Content.

11.2 It is your responsibility to:

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- (a) prepare and maintain the Content unless we have specifically agreed otherwise in writing;
- (b) deliver the Content to us in the format we require;
- (c) pay all costs associated with the Content;
- (d) obtain all consents and licences required for use of the Content as part of your PureCloud Service (for example, if you wish to provide music as part of your PureCloud Service you may need a licence from the Australian Performing Rights Association); and
- (e) ensure the Content is accurate, is up-to-date, is not misleading, is not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe any third party rights, and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.

No obligation on us to review Content

- 11.3 We are not required to review or edit your Content. However, if we choose to do so, we can delete any Content that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).

You must keep all Content for at least 6 months

- 11.4 You must keep all Content for at least 6 months after the last date it was used as part of your PureCloud Service and must provide us with a copy of that Content if we ask during that period.

Licence of Content

- 11.5 You grant us a licence to use, disclose and reproduce all Content and all other information you provide us for the purpose of us providing your PureCloud Service.

Content Indemnities

- 11.6 You indemnify us against (and must pay us for) any loss, damage, liability, claim and expense (including, but not limited to, all legal costs and defence and settlement costs) we incur or suffer directly or indirectly in connection with:
- (a) any claim that any rights of, or claimed or the subject of an application by, any other person may be, or if granted may be, infringed by the Content or use of the Content except to the extent that claim is due to our negligent or wrongful act or failure to act; and
 - (b) any breach of clause 11.2(e) of this GenesysPureCloud Service section of Our Customer Terms.

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12 SUPPORT

12.1 We provide a service desk as part of the PureCloud Service. You can call the service desk or use the assurance support portal (see clause 12.6) to:

- (a) report incidents; or
- (b) make service requests.

12.2 Our target support services are as follows:

	Support Service
Proactive Monitoring	Every Day
Coverage Hours	Service Desk: Every Day Incident Response: Business Days
Response Targets	Severity 1: 15 Minutes Severity 2: 60 Minutes Severity 3: 120 Minutes Severity 4: 1 Business Day
Restoration Targets	Severity 1: 4 Hours Severity 2: 72 Hours Severity 3: 5 Business Days

The service desk does not provide support for other Telstra products or services, even if they are related to your PureCloud Service (for example, your inbound voice service, internet service or IP VPN service or Dedicated SIP Service). If you require support in relation to other Telstra products, you should use the service desks provided for those products.

12.3 We aim to respond to and resolve service desk requests as per the table set out in clause 12.2 above. We do not guarantee to respond to or resolve issues within these time frames.

12.4 If we determine that we need to change your PureCloud Service in order to fix a fault, we will not make the change until we have agreed that change with you. You acknowledge that some changes may incur additional charges, be subject to extra terms, or both.

12.5 We may modify, enhance or update the PureCloud Services from time to time, provided that we must not make any modifications, enhancements or updates that would have the effect of materially prejudicing or materially reducing your use of, or the functionality of, your PureCloud Services.

12.6 If you use the assurance support portal to report incidents or make service requests, the portal terms and conditions set out section 24 will apply.

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13 AVAILABILITY

- 13.1 We will provide your PureCloud Service in accordance with the service levels set out in this clause 13.
- 13.2 In this section 13:
- (a) **Available or Availability** means the extent to which the PureCloud Service is able to process Cloud Interactions for you;
 - (b) **Cloud Interactions** means interactions including voice, chat, email, web , WFM,
 - (c) **Minimum Period Fees** means the minimum fees for the Services that you must pay to us in connection with this Cloud Contact Centre Genesys section of Our Customer Terms, for either the Minimum Term or, if the Minimum Term has passed, the calendar month at issue (or where there are additional fees billed monthly in arrears, this will include the month following the month at issue);
 - (d) **Planned Outage** means any planned work which requires the unavailability of the PureCloud Service or key functionalities of the PureCloud Service; and
 - (e) **Unplanned Outage** means any interruption of 90 seconds or more in the Availability or key functionalities of the PureCloud Service which is not a Planned Outage.
- 13.3 We aim for the PureCloud Service to be Available to process Cloud Interactions for you 99.95% of the time measured on a monthly basis (**Availability Service Level**). We will make the PureCloud Service available 24 hours a day, 7 days a week, and use reasonable efforts to meet the Availability Service Level, except for the following exclusions:
- (a) occasional planned outages at non-peak hours (for which we will provide advance notice); or
 - (b) any unavailability caused by circumstances beyond our reasonable control, including failure or delay of your Internet connection, misconfiguration by you or any third party acting on your behalf, issues on your network, or telecommunications services contracted directly by you; actions of a third party provider.
- 13.4 Calculation of Availability excludes Planned Outages (provided we notify you of each Planned Outage prior to the Planned Outage), but includes Unplanned Outages.
- 13.5 If we fails to meet the Availability Service Level in any calendar month, you will be entitled to a Service Level Rebate as set out in the table below:

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Actual Availability	Service Level Rebate (% of the aggregate Minimum Period Fees)
99.90% to 99.95%	0% Minimum Period Fees
99.50% to 99.89%	10% Minimum Period Fees
<99.49%	30% Minimum Period Fees

- 13.6 Variable fees (for example, fees for usage in excess of a committed amount, fees for Professional Services) are excluded from the calculation of the Service Level Rebate.
- 13.7 Our liability for Service Level Rebates is subject to the following:
- (a) You must place a written request to us for the Service Level Rebate within 15 days after the end of the applicable calendar month;
 - (b) Your request for the Service Level Rebate must contain a description of the service incident including the date and approximate beginning and ending time and such other reasonably requested facts to enable our investigation and verification of the incident;
 - (c) We are not liable for service incidents caused by services, equipment, networks and the like that we do not control, incidents caused by any carriage services (including network services) and cloud data centre services (including infrastructure or platform as a service services), your software, services, computers, facilities, power failures, or integrations of the PureCloud Services with any integration;
 - (d) Where failure to meet the Availability Service Level is, in whole or in part, due to the failure of another service provided to you by Telstra (for example, one of the services described in clause 3.3 of this Schedule), then your remedy will be as set out in the agreement governing your use of that service and we will not be required to provide Service Level Rebates under this Cloud Contact Centre Genesys section of Our Customer Terms;
 - (e) We are also not responsible for incidents arising in connection with modifications made by you, internet connectivity, or Force Majeure events. No Service Level Rebate is owed if you are in breach of the terms of this Cloud Contact Centre Genesys section of Our Customer Terms;
 - (f) You will be responsible and liable to us if you use any tool or ability to modify the Service in a manner otherwise than permitted by us;
 - (g) The Service Level Rebate is based solely on the Minimum Period Fees for you; and
 - (h) If we fail to meet the Availability Service Level for any three or more months (consecutive or otherwise) in any calendar year, you have the right to immediately terminate Genesys Service by written notice to us.

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- 13.8 The Service Level Rebates set out our entire liability for failure to meet the Availability Service Level.

14 ADDS, MOVES AND CHANGES

- 14.1 You have to nominate at least one person as an authorised administrator contact, and provide contact details for that person. Only your authorised administrator contact can request changes to your PureCloud Service.
- 14.2 We carry out adds, moves and changes during the hours of 8am and 5pm Australian Eastern Standard Time Monday to Friday (excluding public holidays in the State or Territory where our staff are located).
- 14.3 If you ask us to perform any adds, moves or changes additional charges may apply. We will tell you what the charges are when you ask us to carry out the work.

15 PROFESSIONAL SERVICES

- 15.1 We have on-site Professional Services available on Business Days to train you to configure, maintain, manage and operate your PureCloud Service yourself.
- 15.2 The terms on which we provide Professional Services are set out in the Professional Services section of Our Customer Terms (www.telstra.com.au/customer-terms/business-government/other-services/professional-services). Pricing will be set out in your application form, change request form, or separate agreement with us.
- 15.3 Travel costs are included in the charges for Professional Services if the relevant travel is within 50kms of the CBD of Sydney, Melbourne or Brisbane. In all other cases, we will charge you for travel and other reasonable expenses and we will provide you with a quotation. Details of any travel charges will be set out in your Application Form or in your separate agreement with us.
- 15.4 You must work with our Professional Services team to determine any start-up and training requirements for your PureCloud Service.
- 15.5 Start-up and training Professional Services time may be allocated amongst the following Professional Services:
- (a) administration consulting and configuration;
 - (b) user training; and
 - (c) training the trainer.
- 15.6 We will give you a quotation for start-up and training Professional Services.

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Additional Professional Services

- 15.7 Additional on-site Professional Services and remote Professional Services we can provide include:
- (a) project management;
 - (b) design;
 - (c) consulting;
 - (d) training;
 - (e) documentation advice and production; and
 - (f) ongoing management of your PureCloud Service.
- 15.8 We will give you a quotation if you request additional Professional Services.
- 15.9 The Professional Services will be set out in your Application Form or your separate agreement with us.

16 LICENCE TERMS

- 16.1 We grant you a non-exclusive, non-transferable right during the Term to use the PureCloud Service as provided by us, only for your internal business purposes.
- 16.2 You must comply with the licence terms set out at <https://help.mypurecloud.com/articles/partner-passthrough-terms-conditions/>. To the extent of any inconsistency between those terms and those set out in Our Customer Terms, the terms set out in Our Customer Terms will apply to the extent of the inconsistency.
- 16.3 Your licence terminates immediately if your Service is cancelled for any reason.
- 16.4 We or our supplier own and reserve all right, title, and interest in and to the PureCloud Service.
- 16.5 You or any of your end users may not or attempt to:
- (i) license, sell, lease or otherwise make the PureCloud Service, or any like service, available to non-subscribers;
 - (ii) use the PureCloud Service in a way that violates any law, regulation or mandate, or the terms of this Agreement; or
 - (iii) take any action that jeopardizes our or our supplier's confidential or proprietary information or acquire any right in the PureCloud Service or in anything else shared with or made available to you.
- 16.6 Unusually high usage of the PureCloud Service may impair our ability to provide high quality services and/or indicate unauthorized

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use of the PureCloud Services, in which case, acting reasonably, we may suspend or terminate your use.

17 YOUR RESPONSIBILITIES

General

- 17.1 In order to provide the PureCloud Services to you (including any Professional Services), we may need input or assistance from you.
- 17.2 You understand that the PureCloud Service may be unsuitable, may have errors and/or may be delayed if you do not give us the assistance we ask for.
- 17.3 We may charge you an additional fee for any delay or additional work we are required to perform because you have not give us the assistance we needed, or if you gave us inaccurate or incomplete information.
- 17.4 You:
- (a) must maintain any reasonable and appropriate administrative, physical, and technical security regarding the account ID, password, antivirus and firewall protections, and connectivity with the Services;
 - (b) must maintain strict security over all VoIP Services lines.
 - (c) acknowledge that the PureCloud Service does provide you with the ability to reach 000 , however the cloud service will not provide your location. You acknowledge you will inform any individuals who may be present where the Services are used;
 - (d) acknowledge that you are aware of and understand the Security Features associated with the PureCloud Services and will use such Security Features in all instances when Sensitive Information may be captured and used;
 - (e) accept sole responsibility for the method and manner of performing Recordings, such that it is compliant with all applicable laws;
 - (f) will undertake Recordings only for diagnostic, quality assurance, archival, and/or support purposes, and in any event only for purposes required and in compliance with, all applicable laws;
 - (g) must ensure that:
 - (i) recordings do not include any bank account number, credit card number, authentication code, Social Security number, or other personal or Sensitive Information, except as allowed or required by all applicable laws; or
 - (ii) recordings are encrypted at all times. To the extent Recordings are encrypted or where encryption is electable by you as part of the PureCloud Service, you must elect to

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implement such encryption. You must not modify, disable, or circumvent the Recording encryption feature within the Services and must otherwise ensure that it will use the Services in compliance with the encryption feature;

- (h) must implement the necessary controls to ensure that you do not use the PureCloud Service for any of the following:
 - (i) to store, process, or transmit material (including Your Data) that is tortious or in violation of any applicable laws ;
 - (ii) to transmit malicious code;
 - (iii) to interfere with, unreasonably burden, or disrupt the integrity or performance of the PureCloud Services or third-party data contained therein;
 - (iv) to attempt to gain unauthorized access to systems or networks; or
 - (v) to provide the PureCloud Services to non-user third parties, including, by resale, license, loan or lease; and
 - (vi) must use commercially reasonable efforts to prevent and/or block any use prohibited under this Cloud Contact Centre Genesys section of Our Customer Terms by your personnel or users.
- 17.5 You must not, and must ensure that your employees, contractors or agents do not, attempt to gain unauthorised access to the PureCloud Service, accounts, computer systems or networks connected to the PureCloud Service, through hacking, password mining or by any other means.
- 17.6 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the PureCloud Service.
- 17.7 It is your responsibility to prepare and maintain the location where the hardware is installed so as to conform to any utility, climate control, wiring, networking and communication interface specifications and to perform all regular maintenance on the PureCloud Edge Devices.
- 17.8 17.8 Its your responsibility to ensure your environment complies with the PureCloud environment checklist prior to service commencement and ensure your environment is maintained in line with the PureCloud environment requirements.

Suspension

- 17.9 We may suspend or cancel your PureCloud Service if you breach, or we suspect that you may have breached, the terms of this Cloud Contact Centre Genesys section of Our Customer Terms. During

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suspension, all fees remain payable. We may impose a re-start fee as set out in your Application Form or separate agreement if a suspension of your Genesys Service is wholly required because of your breach of this this Cloud Contact Centre Genesys section of Our Customer Terms.

- 17.10 We may deactivate and block your access to the Genesys Service and retain Your Data (as required) if either you or we are:
- (a) served with any court order, judgment, decree, determination or otherwise by any Competent Body that the Customer Data is illegal, offensive, objectionable or in breach of a third party's rights; or
 - (b) directed to do so by a Competent Body.

Assistance

17.11 You must:

- (a) ensure that all the information you give us is accurate and complete;
- (b) give us all assistance that we reasonably request or that is otherwise necessary to perform equipment testing, Professional Services or the Genesys Services generally (including by making staff available to answer questions);
- (c) perform your own user acceptance end-to-end testing of the solution if we tell you to;
- (d) give us access to your network and premises on reasonable notice; and
- (e) provide us with a safe working environment.

Keeping your contact details up to date

17.12 From time-to-time we will need to get in contact with you regarding your Genesys Service, so it's important that you keep your organisation's details up-to-date.

17.13 To use the Genesys Service, you also need to ensure that your authorised administrator contact details are correct and kept up-to-date.

17.14 You can update your contact details via the managed service desk.

Your Data

17.15 Where you provide us any information or data of any kind in connection with the Services, you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to provide the PureCloud Genesys Service to you, including by providing it to third party service providers (to whom we may grant the same rights as you grant us). You warrant that you have the

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right to give us any information or data provided in connection with your Genesys Service.

17.16 You are solely responsible for the content of your and your customer data.

17.17 PureCloud Service data is stored and processed in Australia.

18 IVR USAGE INCLUSIONS

18.1 PureCloud Service includes a basic IVR minute allocation (**Basic IVR Allocation**), calculated by counting the number of billable users of each license type during the period, and applying the allowance shown in the table below for each license type to determine the total amount of allocated IVR minutes for your organisation during the period. Usage in excess of the Basic IVR Allocation is billed per minute per month. Unused Basic IVR allocation does not carry over to the next month.

License	Basic IVR allocation (calculated on the basis of minutes per license)
PC1 (Named)	1750
PC2 (Named)	2500
PC3 (Named)	3250
PC1 (Concurrent)	2275
PC2 (Concurrent)	3250
PC3 (Concurrent)	4225

For the purposes of illustration only, if you have (20) PureCloud 2 Named seats active in a certain month, you will receive 50,000 Basic IVR minutes that month.

18.2 IVR basic included features are:

- Dual tone multi frequency (DTMF)
- Set language
- Transfer to queue
- Play audio
- Decision trees
- Switch statements
- Menus, transfers, disconnects
- External data dips
- Genesys native ASR

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- Genesys native TTS

19 IVR CHARGES

- 19.1 Per minute charges apply for any usage above the Basic IVR Allocation in accordance with clause 18 above. **These charges will apply to new PureCloud Services and PureCloud Service renewals customers from 1 May 2018.** Charges are billed retrospectively for the month in which the usage occurred. These charges are not related to the PureCloud IVR self Service offer. Please refer to your Telstra Sales Executive
- 19.2 The per minute rate for IVR minutes consumed over the Basic IVR Allocation are 0.013 AUD.

20 PURECLOUD SERVICE DATA STORAGE

- 20.1 This clause 20 shall apply to new and renewing PureCloud Service customers from 1 May 2018.
- 20.2 PureCloud Service provides flexible data storage for calls, emails, chats and screen recordings.
- 20.3 PureCloud Service is subject to a fair use policy for data storage as set out in this clause 20. Customers can use data storage up to the allocated amounts without charge. The fair use allocations are provided for your organisation by counting the number of billable users of each license type during the period, and applying the allowance shown in 20.4 for each user to determine the total amount of allocated data storage for your organisation during the period
- 20.4 The monthly data storage allotment for your PureCloud Service is based on the following calculation:
- PureCloud 1 (Named): 17.5GB per billable agent
 - PureCloud 2 (Named): 25GB per billable agent
 - PureCloud 3 (Named): 32.5GB per billable agent
 - PureCloud 1 (Concurrent): 22.75GB per billable agent
 - PureCloud 2 (Concurrent): 32.5GB per billable agent
 - PureCloud 3 (Concurrent): 42.25GB per billable agent
- 20.5 For the purposes of illustration only, if company A purchases a PureCloud 2 Named user plan for 20 agents, they would have a combined data allowance of 500GB for their PureCloud Service. The combined data allowance is a result of the 25GB per billable agent and the number of agents. The company is billed for all gigabytes of data storage over 500GB each month.
- 20.6 Additional storage capacity can be purchased on a per GB basis. This will also be retrospectively charged where you exceed the included storage allocation in any given month.

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20.7 Overusage charges for PureCloud Service data storage are detailed below

Interaction Storage	Description	Per GB per mth (\$AUD ex GST)
Additional Interaction Storage	1GB Storage per month	0.325 AUD

20.8 You can refer to <https://help.mypurecloud.com/articles/storage-calculator/> to assist in understanding storage model and usage requirements

21 EDGE LICENCE AND WARRANTIES

- 21.1 The warranties and your licence obligations relevant to PureCloud Edge are set out in the document at <https://help.mypurecloud.com/articles/purecloud-edge-warranty/>.
- 21.2 You acknowledge these warranties and must comply with your obligations set out in that document.

22 OWNERSHIP

- 22.1 You understand that we (or our licensors) own all rights (including intellectual property rights) in or related to the PureCloud Service.
- 22.2 You must not take any action that jeopardises our (or our licensors') rights in or related to the PureCloud Service.
- 22.3 We (or our licensors) will own all rights in any copy, translation, modification, adaptation or derivation of the PureCloud Service, including any improvement or development of the PureCloud Service.
- 22.4 You must promptly do anything that we reasonably ask from time to time (such as obtaining consents and signing documents) to assign these rights to us or our licensors or perfect these rights in our (or our licensors') name.
- 22.5 You are not entitled to receive a copy of or own any part of the solution design of your PureCloud Service, dialogue call flows associated with your PureCloud Service and/or the source code of any software associated with your PureCloud Service.

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23 COMPLIANCE

- 23.1 You can ask us to comply with particular standards when we provide the PureCloud Service.
- 23.2 If we agree to comply with standards in the provision of your PureCloud Service, we will provide the standards as an additional Professional Services engagement at additional cost and subject to additional terms, as described in clause 15 (Professional Services) above.

24 ASSURANCE SUPPORT PORTAL

What is the Portal?

- 24.1 On and from the date that you take up the PureCloud Service, we will provide you access to an online web portal (**Portal**).
- 24.2 The Portal allows you to place service requests, log incidents, place purchase orders and other features that we will add (and advise you) from time to time for selected services that we advise you can be used with the Portal (**Eligible Services**) contracted under your customer agreement with us (**Agreement**) from a Telstra hosted application.

Use of the Portal

- 24.3 You must not appoint or allow a third party without our express written permission to act on your behalf in relation to the Portal.
- 24.4 You may only appoint a person within your organisation to access the portal on your behalf (**User**).

Access by a User

- 24.5 A User may access your online account in every way available to you. A User may access and operate your online account in one or more of the following ways:
 - (a) placing orders for Eligible Services via the web interface on your behalf for any of your employees by sending orders directly through to us;
 - (b) placing orders on your account and saving orders as a quote;
 - (c) accessing and editing information about orders made by the User;
 - (d) placing service requests in relation to the Eligible Services;
 - (e) log faults and incidents in relation to the Eligible Services;
 - (f) view service information and knowledge articles in relation to the Eligible Services; and

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- (g) accessing any other feature that we advise you of and add to the Portal from time to time.
- 24.6 You are responsible for ensuring that the person accessing your online account as a User is authorised to do so in the manner authorised by you. You acknowledge and agree that:
- (a) any person accessing your online account as a User is authorised by you to do so;
 - (b) any action, instruction, representation, or information made or given by a person accessing your online account as a User is an action, instruction, representation or information made or given by you; and
 - (c) you are liable to pay for all orders placed using your account except if such requests or orders are placed as a result of our negligence or error.
- 24.7 A person accesses your online account as a User if that person does so using a User username and password. You acknowledge that we cannot verify whether access by a person quoting a User username and password is access by a person authorised by you to do so.

Orders and Confirmation

- 24.8 You are responsible for the accuracy and completeness of order details (including delivery) provided to us. We will not be responsible or liable for any incorrect orders placed by you, or a User using the Portal.
- 24.9 You acknowledge that any prices we display on the Portal together with the charges for Eligible Services set out in your Agreement with us at the time you place an order are the prices that you will be charged for the Eligible Services that you order.
- 24.10 You agree that by submitting an order, we do not guarantee that we will supply the products or services to you. The provision of some products or services will be subject (amongst other things) to its availability.
- 24.11 You acknowledge that there may be delays in the provision of Eligible Services) to you which are ordered via the Portal.
- 24.12 You must keep a copy of the Telstra Reference Number generated by submitting your order and you must quote the Telstra Reference Number to us if we ask you to do so.
- 24.13 You must notify us immediately if you wish to change any information provided to us in your order. Subject to clause 24.10 above, we will endeavour to supply the Eligible Services ordered by you in accordance with the updated order, where possible.
- 24.14 You may cancel your order at any time by notification to us, however we may charge you any costs we incur in preparing to

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provide the Portal to you as a reasonable estimate of the loss suffered by us as a result of your cancellation of the order.

Your Details and Online Account

- 24.15 You must notify us as soon as reasonably practicable when providing or changing your details for the purposes of using the Portal.
- 24.16 Information on your online account available through the Portal may not always be completely up to date, although, in most cases should reflect the transactions and balances up to the close of business on the previous Business Day.

Terms of purchases unaffected

- 24.17 The terms of any agreement between you and us relating to purchases of Eligible Services generally, will continue to apply to any purchases you make using the Portal, except as modified by the terms of this clause 24.

25 ELECTRONIC CARD PAYMENTS

- 25.1 If you utilise the PureCloud Service in connection with processing electronic card payments, you must comply with the customer responsibilities set out at <https://help.mypurecloud.com/articles/pci-dss-customer-responsibility-matrix/>.

26 NOTICES

- 26.1 We may provide any notice(s) to you under this Agreement or in connection with your use of our services by: (i) posting a notice on the PureCloud Website; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the PureCloud Website will be effective upon posting and notices we provide by email will be effective when we send the email.

27 SECURITY

- 27.1 Genesys PureCloud Service Security information can be found at: <https://help.mypurecloud.com/articles/purecloud-security-compliance/>

28 eMITE ADD ON

- 28.1 The eMite reporting and dashboard is an optional add on service to PureCloud. eMite provides out of the box functionality to connect our service directly into the API of Genesys PureCloud. No development is required. This connector enables both real time and historical reporting. eMite provides a data handling and indexing layer that enables large amounts of contact centre data to be consumed and indexed to enable reporting and analytics.

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- 28.2 eMite platform is hosted in data centres within Australia.
- 28.3 eMite licenses are billed monthly in advance and are charged based on the number of PureCloud named or concurrent users that are actively generating data for the service to consume. Your user license number for the eMite service is required to be equal to the number of PureCloud user licenses for your service.
- 28.4 eMite excess license usage will be charged in arrears for any additional contact centre users that are actively generating data for the service to consume.
- 28.5 You must comply with the licence terms for your use of the eMite platform found at <https://emite.com/wp-content/uploads/2017/03/eMite-Agreement-24-March-2017>.

29 DEFINITIONS

- 29.1 In this Cloud Contact Centre Genesys of Our Customer Terms unless otherwise indicated:

Business Day means a day between the hours of 8am and 5pm that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in the State or Territory where our staff are located.

Competent Body means any court, government, semi-government authority, administrative or judicial body with the relevant jurisdiction.

Edge Device means a device for handling telephony events and media at the "edge" of the cloud network. It provides media processing, SIP, and telephony services for the PureCloud platform.

Every Day means 24 hours a day, 7 days a week, 365 days per year.

Minimum Term means the minimum term for your PureCloud Service as described in clause 9.1 and set out in your Application Form or separate agreement with us.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, or about the affairs or personal particulars of any person, and which is received or learnt by us from any source as a consequence of or in the performance of its rights and obligations under this Cloud Contact Centre Genesys section of Our Customer Terms.

Recording means the recorded inbound or outbound VOIP transmission, performed you, via the PureCloud Service.

Security Features means the features and functionality associated with the PureCloud Service used to help secure transmitted data. Security Features may include secure SIP/RTP, voice connection encryption, private variables,

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log masking, or other similar features as described in the applicable user guide.

Sensitive Information means all your data of any kind that we may access, store or handle in the course of providing the PureCloud Service that consists of sensitive or Confidential Information used in connection or transmitted by the PureC Service including but not limited to personal health information, Personal Information and Card Data.

Service Start Date means 90 days from when we process your PureCloud Service application form or from when you commence to use your PureCloud Service which ever is earlier.

Severity 1 Your PureCloud Service is experiencing a severe problem resulting in an inability to perform a critical business function such as inbound voice routing and outbound dialling ,email, or web chat. There is no workaround.

Severity 2 means your PureCloud Service Your service is operational and you are able to perform job functions but performance is degraded or severely limited.

Severity 3 means Your PureCloud Service is operational the ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use. A workaround is available.

Severity 4 means an Incident that is not a Severity 1, 2 or 3 incident.

Universal Service Plan means a plan that sets out the equipment, goods or services that Telstra will supply in fulfilment of the Universal Service Obligation throughout Australia.

User means your service representatives, Supervisors or Administrators that use the PureCloud Service.

Your Data means all your data of any kind that we may access, store or handle in the course of providing the PureCloud Service and includes your customers' data.