



Our Customer Terms

Other Voice Services - Telstra Calling for Office 365

Our Customer Terms

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Certain words are used with the specific meanings set in Part A – General of the Telstra Mobile section, or in [the General Terms of Our Customer Terms](#).

1 ABOUT THE TELSTRA CALLING FOR OFFICE 365 SECTION

On and from 31 August 2023, Telstra Calling for Office 365 (TCO365) is not available to new Telstra Enterprise customers. Existing Telstra Enterprise customers can continue to use the service and make moves, adds, and changes, but will not be able to recontract their services.

OUR CUSTOMER TERMS

- (a) This is the Telstra Calling for Office 365 (**TCO365**) (**Service**) section of Our Customer Terms.
- (b) The [General Terms of Our Customer Terms](#) apply unless you have entered into a separate agreement with us which excludes the General Terms of Our Customer Terms.

INCONSISTENCIES

- (c) If the General Terms of Our Customer Terms or your separate agreement with us is inconsistent with a term in this section, then this section applies instead to the extent of the inconsistency.
- (d) If a provision of this section gives us the right to suspend or terminate all or part of your Service, that right is in addition to our rights to suspend or terminate your Service under the General Terms or your separate agreement with us.

2 SERVICE DESCRIPTION

- (a) TCO365 is a Telstra-provided cloud-based PSTN voice calling service provided by us for use with your Microsoft Office 365 (which may be purchased through us).
- (b) The Service is designed to enable you to make and receive voice calls from your Office 365 environment using our PSTN network where necessary, and includes the following features:
 - (i) voice calling connectivity between your Office 365 tenancy (using Microsoft Skype for Business or Microsoft Teams) and Telstra's PSTN voice calling network;
 - (ii) PSTN phone numbers to make and receive voice calls to/from the PSTN;
 - (iii) voice calling plan licence for allocation by you to your End Users' Microsoft Skype for Business or Microsoft Teams clients within your Office 365 tenancy; and
 - (iv) a customer service helpdesk concerning Service faults.
- (c) The available packages are set out in the table below.



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PLANS & PACKAGES	DESCRIPTION
TCO365 CALLING PLANS	<p>A TCO365 Calling Plan enables End Users to make and receive voice calls using the Service.</p> <p>A TCO365 Calling Plan includes a PSTN phone number.</p> <p>Each customer may only choose one TCO365 Calling Plan for use for all End Users within their organisation.</p> <p>There are different TCO365 Calling Plans for Enterprise and Small Business customers, as set out in clause 7.</p>
TCO365 CUSTOMER EXPERIENCE PACKAGE	<p>Note: withdrawn from sale to new customers from 8 May 2019</p> <p>If you have 50 or more End Users on the Service, we will provide you with a complimentary TCO365 Customer Experience Package, which may be used once every year after the first 3 months from the Service Start Date. The type of package we will provide you with will depend on the number of Service End Users.</p>
TCO365 PROFESSIONAL SERVICE PACKAGE	<p>A range of professional services (mandatory and optional) that support the implementation of the Service within your organisation. These take the form of planning, design, deployment, installation, and training scopes of work including technical audits and analysis of your infrastructure to achieve the best possible End User experience of the Service.</p> <p>For the avoidance of doubt, some TCO365 Professional Service Packages are mandatory for some customers and are a required purchase as part of your Service. Further details will be provided on request.</p>
OPTIONAL PURCHASE: TCO365 DEVICES	<p>TCO365 Devices: refers to Telstra accredited handsets, conference phones and video devices supplied by Telstra under a separate agreement for use with the Service.</p>

3 ELIGIBILITY

3.1 You must meet the eligibility criteria set out in this clause **Error! Reference source not found.** If you fail to comply with the requirements set out in clause 3.2 we may suspend or terminate the Service.

3.2 To be eligible for the Service you must meet the following requirements:

a) TCO365 Professional Service Package	You need to buy any mandatory TCO365 Professional Service Package from us for an additional fee. We will provide you the package details on application.
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<p>b) Pre-requisite Microsoft 365 licences</p>	<p>You need to buy separately ONE of the required Microsoft 365 licences (Pre-requisite Licence) for each End User. Each Pre-requisite Licence must be allocated to the same End User as the TCO365 licence.</p> <p>We can confirm to you the Pre-requisite Licence requirements at the time of your application for the Service. We may change the Pre-requisite Licence requirements from time to time and we will give you reasonable notice if those changes impact your existing services.</p> <p>The current list of Pre-requisite Licences are:</p> <ul style="list-style-type: none">a) Common Area Phoneb) Meeting Roomc) Microsoft 365 Business Voice ^{1,2,3,4}d) Microsoft 365 Business Phone System^{1,2,3,4}e) Microsoft 365 Phone System^{1,2,3} <p>Note 1: You must purchase the Pre-requisite Licence from us under the Telstra Cloud Service Provider agreement or the Microsoft Enterprise Agreement (EA), except for Education and Nonprofit subscriptions which need to be purchased directly from Microsoft.</p> <p>Note 2: If you choose Microsoft 365 Business Voice, Microsoft 365 Business Phone System, or Microsoft 365 Phone System, you will also need to buy from Telstra at least one Microsoft 365 or Office 365 subscription.</p> <p>Note 3: Some Pre-requisite Licence options have limits on the maximum number of licences which can be purchased. E.g. Microsoft 365 Business Phone System and Microsoft 365 Business Voice are each limited to 300 licences.</p> <p>Note 4: Some Pre-requisite Licence options may only be available via the Telstra Apps Marketplace through the Telstra Cloud Service Provider agreement e.g. Microsoft 365 Business Phone System and Microsoft 365 Business Voice.</p>
<p>c) Microsoft Office 365 tenancy location</p>	<p>Your Microsoft Office 365 tenancy needs to be located in Australia or other supported locations (as advised by us at time of your application).</p>
<p>d) Cloud Service Provider (CSP) tenancy</p>	<p>If your Microsoft agreement for the Pre-requisite Licences is with another CSP provider and not with us or under Microsoft Enterprise Agreement, you must transfer your required Pre-requisite Microsoft 365 licences to us. We will advise you on the process of transferring your Microsoft 365 licences to us.</p> <p>You must not transfer your Pre-requisite Licences to another CSP while you are receiving the Service from us.</p> <p>If your organization adds End Users that have Pre-requisite Licences with another CSP and you wish for these End Users to</p>



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	receive the Service, then you must move these End Users to the Pre-requisite Licences with us.
e) Data service	You must have a data service that meets the minimum bandwidth requirements as determined by us. You may need to purchase additional access services separately from us.

3.3 You must also:

- (a) comply with the Telstra Apps Marketplace Our Customer Terms;
- (b) comply with the terms of your relevant Microsoft 365 licence;
- (c) not resell the Service to a third party;
- (d) not use the Service for outbound or inbound contact centre functions;

3.4 Wholesale customers are not eligible to receive the Service.

4 PRICING

4.1 The charges for the Service are set out in your Application Form, Telstra Apps Marketplace, or your separate agreement with us. All charges are GST exclusive unless otherwise stated. Additional terms relating to pricing may also be set out in the aforementioned.

4.2 The charges for any outgoing calls from your organisation that you and your End Users make from your Services, depending on your eligibility are:

- (a) the Business Line Complete charges set out in the Basic Telephone Service section of Our Customer Terms and the ISDN section of Our Customer Terms.
- (b) the charges set out in any separate agreement you have with us.

4.3 If you do not activate and maintain at least 90% of any committed discounted TCO365 Calling Plans set out in the Application Form or separate agreement with us, we may, unless agreed separately in writing, on 7 days' notice decrease or withdraw any discounted pricing for the relevant Service for any subsequent Quarters until you achieve in a subsequent Quarter 100% of the committed amounts.

4.4 The TCO365 Service is applicable only to End Users who are based in Australia. In our reasonable discretion, End Users who are based in Australia may use the Service overseas for short periods (for instance, an overseas trip). Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not guarantee the performance of the Service when it is accessed via the Internet overseas or any overseas carrier network.



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- 4.5 If you disable DAP within your Microsoft tenancy, it is important to acknowledge that orders placed through the Telstra Apps Marketplace:
- (a) will see billing commence straight away regardless of any delay caused by Microsoft with the service being provisioned; and
 - (b) If the Services are not provisioned but you are being billed through the Telstra Apps Marketplace for those Services, it is your responsibility to raise this with our services desk for remediation.

5 TERMINATION

OUR TERMINATION RIGHTS

- 5.1 We can cancel, suspend, or restrict the Service at any time if you:
- (a) use the Service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal or likely to be found illegal; or
 - (b) commit a material breach of Our Customer Terms or your other agreement with us; or
 - (c) are in breach of any of the terms set out in clause **Error! Reference source not found.** above.
- 5.2 We may cancel, suspend or restrict the Service by telling you with as much warning as we reasonably can if:
- (a) providing the Service becomes illegal or we believe on reasonable grounds that it may become illegal;
 - (b) if Microsoft discontinues support for the Service either in Office 365 or generally;
 - (c) there is an emergency that affects our ability to continue to provide the Service; or
 - (d) we are not able to provide the Service due to an event outside Telstra's reasonable control (such as a failure in equipment that is not owned or operated by Telstra, an industrial strike or an act of God).
- 5.3 If we cancel the Service because Microsoft discontinues support for the Service either in Office 365 or generally, we may transfer you to a reasonably comparable alternative service. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.
- 5.4 You can cancel your Telstra Calling for O365 service via the Telstra Apps Marketplace portal.

6 NUMBERING PLAN

- 6.1 You acknowledge and agree that the Telecommunications Numbering Plan made under sub-section 455(1) of the Telecommunications Act 1997 (Cth) (**Numbering Plan**) contains obligations relating to the use of telephone numbers (such as rules for issuing, transferring, recovering and changing



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telephone numbers). You must, and we shall, comply with the Numbering Plan.

7 TCO365 CALLING PLAN PACKAGES

Enterprise TCO365 CALLING PLANS

7.1 For Telstra Enterprise customers, the following TCO365 Calling Plan Packages are available as part of your Service:

TCO365 CALLING PLAN PACKAGE	PLAN PACKAGE DETAILS
Standard Calling	All outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.
Essentials Calling	Includes unlimited local and national long distance calls within Australia. All other outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.
Premium Calling	Includes unlimited local and national long distance calls within Australia, as well as calls to mobile numbers within Australia. All other outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.

7.2 Small Business TCO365 CALLING PLANS For Telstra Small Business customers, the following TCO365 Calling Plan Package is available as part of your Service:

TCO365 CALLING PLAN PACKAGE	PLAN PACKAGE DETAILS
Business Calling	Includes unlimited local and national long distance calls within Australia, as well as calls to mobile numbers within Australia. All other outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.

Notes:

1. IDD and premium calling numbers will be rated and billed in addition to the calling plan monthly fee and included calls as outlined in clause 4.
2. Fair play policy of up to 1,200 calls per user per month applies.

7.3 For a monthly charge each TCO365 Calling Plan includes access to the TCO365 Service Management set out in clause 12.

TELEPHONY

7.4 The Service allows End Users, via an Office 365 soft client (Skype for Business or Teams) or Device associated with a TCO365 Calling Plan Package, to make calls to public numbers off-net.



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- 7.5 Calls made between your End Users (organisation or Federated calls as defined in clause 7.6 below) are 'on net' and they do not attract TCO365 Calling Plan call charges. All other calls are considered 'off-net' and will utilise the PSTN network and are charged in accordance with the TCO365 Calling Plan selected. On-net calls are not chargeable and will not be itemised on your monthly invoice.
- 7.6 Federated calls are calls made between two organizations that have established a security realm between the two parties using the Microsoft Federation solution. This allows calls to be made directly between the two parties without the use of the Telstra PSTN network.
- 7.7 Microsoft's Office 365 PSTN audio conferencing service is not part of the Service.
- 7.8 We've set up your TCO365 connectivity for off-net calling to cater for the usage patterns of typical telephony users. We haven't designed it for telephony usage patterns found for users in inbound or outbound contact centres. You and your End Users must not use your TCO365 Calling Plans in a contact centre role.

NUMBERING

- 7.9 We will provide telephone numbers to use with your Service as single numbers or a block of one or more 100 contiguous numbers.
- 7.10 Subject to clause 7.11, if you want to cancel an existing Telstra service to take up the Service and you want to keep your current numbers:
 - (a) you can transfer your block or blocks of 100 contiguous numbers; or
 - (b) you can transfer your single numbers,to your Service.
- 7.11 We will not transfer your existing numbers from an existing Telstra service if it is not technically feasible.
- 7.12 You can increase or decrease the number of TCO365 Calling Plans within your number block allocations. You can't reduce the size of any 100 contiguous number block to fewer than 100 telephone numbers by cancelling a proportion of your numbers.
- 7.13 We can only vary numbers in accordance with any national regulatory policy on numbering.
- 7.14 You will need to engage Telstra or an affiliated Partner to raise orders for new number ranges, number migrations, or number ports on your behalf.

LOCAL NUMBER PORTABILITY

- 7.15 Local Number Portability lets you keep your existing telephone numbers even if you change your service provider. This process is known as porting. You can port out numbers from Telstra to another provider if you choose to end your Service, or port in numbers from another provider to Telstra to use as part of your Service (subject to the limits set out in clause 7.16).
- 7.16 The following limitations apply to Local Number Portability for the Service.



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- (a) If you want to port in telephone numbers from another provider to use with your Service, we will use reasonable endeavours to confirm these arrangements once we have undertaken our network assessment of these telephone numbers;
 - (b) The group of telephone numbers you want ported out from your Service must be ported out at the same time. Numbers cannot be ported out in blocks of fewer than 100 contiguous numbers.
 - (c) Partial number ranges may be ported out if the services are re-organised into separate groups before porting and those groups have a minimum size of 100 contiguous telephone numbers. We only let you re-organise the numbers within your TCO365 group if it's technically feasible.
 - (d) We will not transfer your existing numbers from another service provider if it is not technically feasible.
 - (e) If you want to port in telephone numbers from another provider to use with your Service, the numbers must be ported in a block of single numbers or a block of single or multiple 100 contiguous numbers. We don't accept port in of a 100 block in blocks of fewer than 100 contiguous numbers for use with the Service.
 - (f) We will require you to provide satisfactory authorisation, in a form approved by us, before we let you port in telephone numbers to your Service. We may also require further information from you, including information that proves your right to port the telephone numbers.
 - (g) During the port out process, we may be requested by the gaining carrier to restore the numbers back into our network (this is the Emergency Return process), we will restore the numbers back into our network so calls can be made and received by you. All of your numbers will be returned back to your Office 365 tenancy but it is your responsibility to reassign the individual numbers to users i.e. user profiles.
 - (h) During the port in process, it is your responsibility to unassign the porting numbers from your Teams Administration Portal in the cutover timeframe allocated to allow the numbers to be moved.
 - (i) If you want to port out telephone numbers to another service provider, it is your responsibility to unassign the porting numbers from your Teams Administration Portal at the time of porting cutover so they can be allocated to the Gaining Service Provider. You will need to work with your Gaining service provider to confirm the date and time of the porting cutover. Once the port out is complete, it is your responsibility to reassign the telephone numbers to Teams Administration Portal.
- 7.17 We do not charge you to use Local Number Portability to port in telephone numbers to your Service from other providers, but we will charge you professional services to manage and implement the transfer of numbers into your new Service. You should check with the other provider for any charges and terms that apply to porting of your number from that provider.
- 7.18 If you transfer your existing telephone service from another service provider to your Service, you will experience calling outages of up to 40 minutes to your existing service during the transfer process.

CALL QUALITY



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7.19 You acknowledge that if you use your Service via:

- (j) an access method, network configuration or bandwidth allocation that isn't consistent with our recommendations (or otherwise expressly authorised by us); or
- (k) a wireless access service; or
- (l) an internet service; or
- (m) an overseas carrier network

there may be temporary interruptions, call disconnection, service degradation or decreased call quality. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we aim to help you resolve any issues that arise due to these causes, but can't promise that we will be able to do so. (For example, this may occur when mobile workers are calling via the mobile client, or remote calling from their laptop via a home broadband service.)

8 CALLING LINE IDENTIFICATION (CLI)

- 8.1 The Service supports call line identification (CLI) as implemented in Office 365. Any request for CLI capabilities such as blocking and overriding will be implemented through the capability offered by Office 365.
- 8.2 We will not charge you for the use of CLI capability as offered by Office 365.
- 8.3 Even where the End User has activated CLI blocking, the CLI will be presented:
 - (a) for calls to the emergency call service (000, 112, etc);
 - (b) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control;
 - (c) on an itemised bill of one of our customers who has called your number;
 - (d) on an itemised bill of one of our customers who has accepted a reverse charge or third party charge call from your service;
 - (e) for us to perform malicious call trace or malicious caller identification services; or
 - (f) when a law enforcement agency lawfully requests it.

9 CUSTOMER EXPERIENCE PACKAGES

- 9.1 As of 8 May 2019, the Customer Experience Packages have been withdrawn from the product construct for new customers. This means that if you sign up for TCO365 on or after this date, the customer experience packages will not be part of the service delivered as part of your purchase of TCO365.

TCO365 CUSTOMER EXPERIENCE

- 9.2 Subject to clause 9.4, after your Service has been provisioned, and if you qualify, you may request a complimentary TCO365 Customer Experience Package to assist you to gain maximum value from your communication and collaboration solution. You will have an option to purchase additional packages as required.



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- 9.3 You may receive TCO365 Customer Experience Packages on an annual basis for the duration of the contract and any Renewal Terms.
- 9.4 The scope of TCO365 Customer Experience Packages is dependent on the amount of TCO365 Calling Plans you have purchased at the time you invoke the use of the package for that year. We will advise you on request of the included packages at the time of the purchase, although this may change depending on any changes in calling plans you have made since the original purchase.
- 9.5 We reserve the right to change the scope of these TCO365 Customer Experience Packages and the right to remove the packages.
- 9.6 The TCO365 Customer Experience Packages will each have set standard hours to deliver each of the packages and we can charge a fee if the consultancy hours go over the standard hours. We will advise you of the standard hours at the time of application.

10 BUSINESS CRITICAL AND EMERGENCY SERVICE USE

- 10.1 During a power failure, you won't be able to use your TCO365 service for fixed line calls including to emergency call services or alarm services. If you wish to use a medical alarm or security alarm service at your location, please verify it is compatible before proceeding with this order, as your alarm may not work. TCO365 is not compatible with Priority Assist or silent line (unlisted number) features.
- 10.2 When you include an emergency address in the Microsoft Teams administrator portal of your Microsoft tenancy (Emergency Address), this information is not provided to any emergency address service provider for any purpose, including to ascertain the address of a User who calls emergency call services. For the avoidance of doubt, any updates to the Emergency Address will not be reflected as a change to your service address in the Integrated Public Number Database (IPND). Your billing address and billing contact are used for the service address details. Emergency call services will always ask the caller for their location in the first instance.

11 DEVICES

Note: TCO365 Rental Devices and Additional Equipment have been withdrawn from sale to new customers from 30 June 2019

DEVICES

- 11.1 To use the Service, you must use equipment accredited by Microsoft for use with Microsoft Office 365.
- 11.2 Detailed product specifications for the Microsoft Office 365 accredited TCO365 Devices are available on Microsoft TechNet.
- 11.3 You may choose to purchase Telstra accredited TCO365 Devices from us under a separate agreement with us or supply your own devices. Telstra accredited Devices will also be Microsoft accredited Devices.

SUPPLY YOUR OWN DEVICES

- 11.4 You can choose to supply your own devices for use with the Service. If you do, you must make sure all equipment you use is accredited by Microsoft for use with Microsoft Office 365.



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- 11.5 The list of Microsoft accredited devices will change over time. You must update any devices that are no longer accredited.
- 11.6 We may not be able to provide the Service (in whole or in part) if you don't use devices that are accredited by Telstra (TCO365 Devices).
- 11.7 You must make sure any device you supply is well maintained and in good working order. You must undertake any necessary maintenance promptly including, for example, performing software updates in accordance with the manufacturer's recommendations or instructions.
- 11.8 If you supply your own devices for use with the Service, you will be responsible for hardware maintenance and warranty issues concerning those devices.

12 TCO365 PROFESSIONAL SERVICES

TCO365 SERVICE ASSESSMENT

- 12.1 As part of a Service assessment, we will identify any issues associated with your network that may impede the planned Service deployment, and then make recommendations for the remediation of identified issues and then allocate responsibilities for remediation tasks (Service Assessment).
- 12.2 You must provide the following details to support the Service assessment:
 - (a) voice services: existing voice services including analogue services (e.g. fax, modem, eftpos), existing voice gateways, location of future gateways and in dial ranges;
 - (b) data services: existing data services, IP addressing schema, quality of service policy;
 - (c) LAN topology: details on speeds, interconnections, port capabilities, PoE capabilities, VLAN structure, LAN infrastructure, cabling infrastructure, internet connectivity, wireless infrastructure, demilitarized zones and security policies in place (firewalls, ACLs, NAC (e.g. port security)
 - (d) number of End Users per site;
 - (e) on-site firewalls: if applicable, information on your firewalls to be used for your TCO365 Calling Plan Packages;
 - (f) equipment: if applicable, details on the equipment that are planned to be used as part of your Service;
 - (g) Network services: DHCP, DNS, NTP; andany other information we reasonably request.
- 12.3 We will undertake a review of the data you provide and give you recommendations about what will be required to help ensure your network is ready for your Service. These recommendations will assist you to ensure that you have:
 - (a) data infrastructure that supports, and has been configured for, Quality of Service standards for voice and video communications; and
 - (b) sufficient bandwidth between sites and the Telstra data centre to enable high-quality voice and video communications.



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- 12.4 A minor Service Assessment statement of work engagement is a mandatory requirement for all Small Business customer deployments. The scope is tailored by customer need, but will always include the following work items:
 - (a) Business needs assessment
 - (b) Network solution and readiness assessment
 - (c) Project management of service implementation
 - (d) User and feature configuration
 - (e) Service support phase
- 12.5 A detailed Service assessment statement of work engagement is mandatory for all deployments of over 500 TCO365 Calling Plans, and is to ensure your service readiness for high volume deployments.
- 12.6 We may conduct a TCO365 network media readiness assessment prior to the time of contract signing. This assessment is a deep technical audit and analysis of your network environment to assess the performance of media calls through the infrastructure resulting in a report on media impact diagnosis and remediation pathways. Any remediation required on your network will be at your extra cost.
- 12.7 A TCO365 Service assessment, network media readiness assessment, and project management implementation services are at an additional charge to the TCO365 Calling Plans, and is needed to ensure your network readiness and Service implementation.

13 TCO365 SERVICE MANAGEMENT

- 13.1 A summary of the key services offered in the management of Services are set out in the table below. TCO365 Service Management includes any associated management of the PSTN calling access interconnect and the calling plan. The TCO365 Service Management does not include Devices or Microsoft Office 365 and required pre-requisite licences, such as Microsoft Phone System subscription and associated capabilities/features. These may be provided under a separate service management agreement.
- 13.2 The below TCO365 Service Management tier is included in the standard Telstra Calling for Office 365 price-

SERVICE MANAGEMENT CAPABILITY	SERVICE MANAGEMENT CAPABILITY	TCO365 SERVICE MANAGEMENT TIER INCLUSIONS
SERVICE DESK	Agreed Service Level Management	✓
SERVICE DESK	Escalation and fault management	✓
SERVICE DESK	Priority Incident Management	✓
SERVICE DESK	Service Request Management	✓
SERVICE DESK	"How-to" support	Best effort
SERVICE DESK	Adds, moves and changes (MACs)	✓



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SERVICE MANAGEMENT CAPABILITY	SERVICE MANAGEMENT CAPABILITY	TCO365 SERVICE MANAGEMENT TIER INCLUSIONS
SERVICE DESK	Microsoft 365 Configuration Management	X
SERVICE DESK	CPE Device or Soft Client support	Best effort
NETWORK OPERATIONS	Problem Management	√
NETWORK OPERATIONS	Incident Management	√
NETWORK OPERATIONS	Capacity Management	√
NETWORK OPERATIONS	Capacity Planning	√

14 TCO365 DEVICES SERVICES MANAGEMENT

- 14.1 The TCO365 Device Service Management tier is included in the price of supported TCO365 Devices purchased from us with the Service, or migrated from another of our approved service for use with the Service.
- 14.2 TCO365 Device Service Management will not be provided for devices not provided by us.
- 14.3 A summary of the key services offered in the management of Telstra accredited TCO365 Devices provided by us is set out in the table below-

TCO365 DEVICE SERVICE MANAGEMENT CAPABILITY	TCO365 DEVICE SERVICE MANAGEMENT CAPABILITY	TCO365 DEVICE MANAGEMENT TIER INCLUSIONS
SERVICE DESK	Agreed Service Level Management	√
SERVICE DESK	Escalation and fault management	√
SERVICE DESK	Service Request Management	X
SERVICE DESK	How to support	Best effort
SERVICE DESK	Adds, moves and changes (MACs)	X
SERVICE DESK	Microsoft 365 Configuration Management	X
SERVICE DESK	BYO Device support	Best effort
SERVICE DESK	Soft Client support	Best effort
SOLUTION OPERATIONS	Asset and Configuration Management	X
SOLUTION OPERATIONS	Incident Management	√



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TCO365 DEVICE SERVICE MANAGEMENT CAPABILITY	TCO365 DEVICE SERVICE MANAGEMENT CAPABILITY	TCO365 DEVICE MANAGEMENT TIER inclusions
SOLUTION OPERATIONS	Capacity Management	X
SOLUTION OPERATIONS	Release and Deployment	X
TECHNICAL SUPPORT AND MAINTENANCE	Proactive Service Monitoring	X
TECHNICAL SUPPORT AND MAINTENANCE	Hardware Maintenance	√
TECHNICAL SUPPORT AND MAINTENANCE	Software Maintenance	X
TECHNICAL SUPPORT AND MAINTENANCE	Service Labour – remote	√
TECHNICAL SUPPORT AND MAINTENANCE	Service Labour - on site	X
TECHNICAL SUPPORT AND MAINTENANCE	Release Management	X

15 SERVICE DESK

15.1 We will provide a service desk as part of the Service. You acknowledge that we may provide service desk services from within Australia or from overseas. The service desk is a single point of contact for administration support, incident and service request management in relation to your Service. For each incident you raise, alarm detected via the managed service tier monitoring, or service request you submit, the service desk will:

- (a) provide job reference numbers to the person who logged the fault or request, or to the Authorised Representative in the event of a fault detected via our proactive management;
- (b) make an initial assessment of each incident and service request, attempt to resolve the incident or satisfy the service request if appropriate, or refer it to the next level of support;
- (c) provide updates on incidents and service requests to the person who logged the fault or request;
- (d) maintain a list of your Authorised Representatives who can contact the service desk on your behalf for billable MACs; and
- (e) close incidents or service requests after confirming that the person who logged the call or the Authorised Representative (as the case may be) is



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satisfied that the incident has been resolved or that the service request has been completed.

- 15.2 We will provide you with the following details to contact the service desk:
- (a) a shared 1800 telephone number;
 - (b) an email address; and
 - (c) access for Authorised Representatives to the service desk web portal.
- 15.3 The service desk is a single point of contact for the initial triage and diagnostics of all elements of the Service. The service desk is available 24 hours a day, 7 days a week with limited support after hours for incident reporting; service request is only supported during business hours. Core business hours are Monday to Friday (excluding national public holidays) from 7:00am to 7:00pm AEST (Business Days).
- 15.4 The service desk’s ability to support the Service is dependent on the service desk having Administrator access to your Office365 tenancy. If you have removed DAP:
- (a) you must have a technical resource who has Global Administrator privileges who will be available to us for remote support if required in order to troubleshoot incidents; and
 - (b) if you do not make this resource available, we may not be able to support your Service, which will compromise our ability to meet the service level targets set out in clause 15.6 below.
- 15.5 The service desk’s ability to support the Service is dependent on your Pre-requisite Licence being with Telstra CSP or under a Microsoft Enterprise Agreement. If you change this arrangement at a future date you must notify us of this change within 5 Business Days. We will not be able to support your Service if this occurs and will compromise our ability to meet the service level targets set out in clause 15.6 below. We reserve the right to terminate the Service on reasonable notice if the Pre-requisite Licence is not transferred back to Telstra CSP or a Microsoft Enterprise Agreement.
- 15.6 Subject to clause 15.4 and 15.5, we will use reasonable endeavours to meet the service desk service level targets set out in the table below:

SERVICE LEVELS	PROACTIVE
Grade of Service	80% of calls in 20 seconds
Call Abandonment Rate	≤ 5%

- 15.7 We will use reasonable endeavours to meet the service availability targets for the Services set
- 15.8 out in the table below. This does not apply to a required Data Network or associated Devices, or any Microsoft Office 365 component.

SERVICE LEVELS	AVAILABILITY
Telstra Calling for Office 365	99.999%

INCIDENT MANAGEMENT



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15.9 We will monitor your Service continuously for incident management (**Assurance Monitoring**). The inclusions and exclusions for Assurance Monitoring are set out in the table below:

INCLUDED IN ASSURANCE MONITORING	EXCLUDED FROM ASSURANCE MONITORING
Our network connectivity between Microsoft Office 365 and the Telstra PSTN	Network connectivity provided from your site or device to Microsoft Office 365 for the purpose of making voice calls
Capacity management of voice calling between Microsoft Office 365 and the our PSTN	Network capacity from your site or device to Microsoft Office 365 for the purpose of making voice calls.
Voice calling quality between the Microsoft Office 365 and the our PSTN	Microsoft Office 365 and associated features
	Devices are not alarmed, and faults must be raised by the authorised representative

15.10 If you raise an incident with the service desk, or we detect an alarm through Assurance Monitoring, our service desk will:

- (a) originate a trouble ticket;
- (b) investigate the incident or alarm; and
- (c) assign a priority level.

15.11 The priority levels we apply to incidents that are included in Assurance Monitoring (detailed in clause 0) are set out below:

PRIORITY LEVEL	DEFINITION
<p>PRIORITY 1</p> <p>Critical Incident</p> <p>Extensive Widespread Outage</p>	<p>An incident or situation is causing a total major service outage, or you are in serious breach of a regulatory or licensing condition, for example:</p> <ul style="list-style-type: none"> • your business operations cannot function through significant widespread network loss; • the incident is affecting your business’s ability to function; • regulatory or licensing conditions have been compromised; or • security or community health have been compromised.



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PRIORITY LEVEL	DEFINITION
PRIORITY 2 High Impact Significant User Impact	An incident or situation where: <ul style="list-style-type: none"> Services are severely affected, to the extent that normal business operations have been compromised; there is a severe impact on the Services, but other services are functional. In essence this is a multi-point impact; or regulatory or licensing conditions are likely to be compromised.
PRIORITY 3 Medium Impact Moderate User Impact	The incident or situation is confined to one or a small number of End Users which is having an effect on normal business operations, and business deliverables are at risk of being compromised.
PRIORITY 4 Low Impact Minor Localised User Impact	The incident or situation affects or degrades the Service, but your normal business operations can continue. A service request or enquiry.

15.12 Once we've assigned a severity level, we will use reasonable endeavours to meet the service level targets set out in the table below:

PRIORITY LEVEL	TELSTRA CALLING FOR OFFICE 365 INCIDENT MANAGEMENT: Response	TELSTRA CALLING FOR OFFICE 365 INCIDENT MANAGEMENT: Restore/Resolution
PRIORITY 1	20 Min	4 hours
PRIORITY 2	1 hours	12 hours
PRIORITY 3	2 hours	4 Business Days
PRIORITY 4	4 hours	6 Business Days

15.13 Incidents relating to call quality when the Admin User is on an access network not optimised for voice and video communications (see clause 12.3) will be managed on a best efforts basis.

15.14 We will manage and seek to resolve incidents related to the Microsoft Office 365 client in line with the service levels defined in this clause but this support will not extend to the device that the client is installed on (e.g. smart phone, laptop).

15.15 If you have purchased TCO365 Devices from us, hardware faults with these devices will be managed in line with the applicable warranty or maintenance included with the device purchase. Any hardware faults with equipment you supply is your responsibility including vendor support to resolve faults if required.

RELEASE MANAGEMENT



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15.16 We will perform all TCO365 release management services such as the upgrading of the TCO365 calling access software and hardware required to support future releases of the Microsoft Office 365.

15.17 The standard hours for performing upgrades are set out below:

RELEASE TYPE	STANDARD RELEASE WINDOW
Major upgrade to TCO365 Cloud Platform	Saturday 12am – 5am
	Sunday 12am – 5am
Major upgrade to your Skype for Business instance software	Any day: 12am – 5am
Minor upgrades to fix faults	Any day: 8PM – 5am

15.18 During release windows there might be some interruption to your Service.

15.19 In most cases upgrades during these windows will not lead to any service outage.

15.20 We can only provide the Service if you maintain your on-premise devices and any integrated applications to the standard and level of currency required by Microsoft, as set out by time to time.

EXCLUSIONS

15.21 The following release management tasks are not included in your TCO365 Service Management Tiers:

- (a) any site visits required to deploy new software versions;
- (b) deployment of any soft clients to PC or mobile devices.
- (c) any equipment you have purchased that needs to be updated in connection with a major upgrade will be your responsibility (including cost). We will provide as much notice as reasonably possible of any upgrades that may impact your equipment and will use reasonable endeavours to minimise disruptions to your Service.

Notes on upgrades

15.22 Major Microsoft software upgrades may impact add-on services. We will attempt to provide as much notice as reasonably possible of any upgrades that may impact add on services and will use reasonable endeavours to minimise disruptions to your Service.

15.23 Any equipment you have purchased that needs to be updated in connection with a major Microsoft upgrade will be your responsibility (including cost). We will attempt to provide as much notice as reasonably possible of any Microsoft upgrades that may impact your equipment and will use reasonable endeavours to minimise disruptions to your Service.

SERVICE STANDARDS

15.24 You acknowledge and agree that we will not be able to meet the Service standards set out in this clause 155 if you fail to comply with provisions of clause **Error! Reference source not found.** of this section of Our Customer Terms, if you remove us as your Administrator as under clause 15.4 and/ or if you remove your Microsoft Office365 tenancy from us to another CSP as under clause 15.5.



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MAC TYPE	UPFRONT CHARGE	ON-GOING CHARGE
Simple MAC		
Enable new TCO365 Calling Plan subscription	No charge	TCO365 Calling Plan monthly subscription fee
Deactivate TCO365 Calling Plan subscription	No charge	No Charge
Order new green field number range	No Charge	n/a
Change TCO365 Calling Plan type for all users	No Charge	n/a
Change User numbers to Service numbers in Office 365 (and vice versa)	No Charge	n/a
Add a new site with new number range	Professional Service charges may apply	n/a
Complex MAC		
Order new number migration or new number port into Office 365	Price on application for Professional Services Fee	n/a
Move an existing site to a new site location	Price on application for Professional Services Fee	n/a
On-site visit / additional labour charge	Price on application	n/a
Order new green field 100 block number range with specific suffix request	No charge	n/a
Handset re-configuration for Office 365	Price on application	n/a

16 MOVES, ADDS, CHANGES AND REPORTING

MOVES, ADDS AND CHANGES (MACS)

- 16.1 Your Authorised Representative can ask us to install, move, add, change, remove, upgrade, delete, reconfigure and/or relocate your relevant Service elements by contacting our service desk.
- 16.2 On receipt of a MAC request our service desk will:
- (a) complete your MAC request if possible;
 - (b) quote your MAC costs if applicable;



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- (c) liaise with our other service areas;
 - (d) liaise with our technical areas, as needed;
 - (e) track progress of your request;
 - (f) confirm completion and close of your request; and
 - (g) update your records following completion of your request.
- 16.3 Unless we have specified otherwise, the prices for MACs as at the Service Start Date are set out below:
- 16.4 The prices for the TCO365 Calling Plans ordered through MACs will be as stated in the Telstra Apps Market place. We may change those prices from time to time. We will tell you about any changes to the pricing at the time you request a MAC.
- 16.5 The other MAC pricing set out above will be reviewed annually and may be increased. Any increases will be informed to you at the time of requesting the MAC.
- 16.6 The response and completion targets for MACs are set out below. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we aim, but do not guarantee, to meet these response and completion targets:

SERVICE LEVELS	TARGET
Simple MAC completion	5 Day
Complex MAC completion	To be advised on application

REPORTING

- 16.7 All reporting is via your Microsoft Office 365 Administrator portal. Telstra can provide separate Call Data Record reporting when requested. Any changes to the report can take up to 10 days to take effect.

17 TELSTRS PORTAL TERMS OF USE

What is the Portal?

- 17.1 We will provide you access to an online web portal (Portal).
- 17.2 The Portal allows you to place service requests, log incidents, and other features that we will add (and advise you) from time to time.

Use of the Portal

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

Access by a user

- 17.5 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:



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(a) as a User:

- (i) placing service requests in relation to the Service;
- (ii) log faults and incidents in relation to the Service;
- (iii) view service information and knowledge articles in relation to the Service; and
- (iv) accessing any other feature that we advise you of and add to the Portal from time to time.

17.6 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:

(a) any person accessing your online account as a User is authorised by you to do so; and

(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;

17.7 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.

Your Details and Online Account

17.8 You must notify us as soon as reasonably practicable when providing or changing your details (inclusive of User details) for the purposes of using the Portal.

17.9 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.

18 OTHER TCO365 SERVICES

3RD PARTY EQUIPMENT and SOFTWARE

18.1 You may ask us to sell you and/or integrate third party hardware and software into your Service. We will endeavour to comply with your requests, but are not required to.

18.2 If we agree, we will provide you with a written statement of work, list of equipment and software, cost, and any additional terms that apply to that hardware, software or integration work.

ADDITIONAL PROFESSIONAL SERVICES

18.3 You can ask us to perform additional professional services. Unless we agree otherwise, the terms set out in the professional services section of Our Customer Terms will apply. You may cancel any such professional services at any time by giving us 14 days' notice in writing. We will stop work in accordance with that notice, and we will charge you for all work performed up to when termination takes effect.

19 WARRANTIES



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- 19.1 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

20 PERSONAL PROPERTY SECURITIES ACT

DEFINITIONS

- 20.1 In this clause 19, proceeds, security interest, purchase money security interest, financing statement and financing change statement have the respective meanings given to those terms by the PPSA.
- 20.2 You and we intend the retention of title arrangements in this agreement to secure the purchase price of the equipment you buy or rent from us. It may create a purchase money security interest in the equipment, and may also create a security interest in the equipment that is not a purchase money security interest.
- 20.3 Once you take possession of the equipment, you must store it separately from other goods you own or rent, so that our equipment is not mixed with those other goods, and in such a way that the equipment is recognisable as our property.
- 20.4 You must not sell, lease, or otherwise dispose of the equipment you rent or buy from us, unless title has passed to you in full and you no longer need the equipment to use the Services.
- 20.5 While the equipment is our property, you are not allowed to grant or allow another person to hold a security interest in the equipment, the proceeds of sale of the equipment, or any goods the equipment is installed in or affixed to.
- 20.6 You must pay all costs, expenses and other charges we incur or must pay for filing a financing statement or financing change statement on the Personal Property Securities Register in connection with this agreement.
- 20.7 If you breach any of these obligations then in addition to any other rights we have, we may:
- (a) require you to return the equipment on which there are outstanding amounts owing;
 - (b) enter premises where the equipment may be located to take possession of it; and
 - (c) retain, sell or otherwise dispose of the equipment.
- 20.8 You agree that, to the extent permitted under the PPSA, you have no right:
- (a) to receive notice of removal of an accession under the PPSA;
 - (b) under Chapter 4 of the PPSA; or
 - (c) under the PPSA to receive a copy of any verification statement or financing change statement.
- 20.9 You must unconditionally ratify any actions we take under this clause 20.



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CONFIDENTIALITY

- 20.10 In the following clauses, PPSA Information means any information or documents of the kind mentioned in section 275(1) PPSA in relation to a security interest in the equipment or the proceeds of the equipment.
- 20.11 We both must keep the PPSA Information in the strictest confidence and not disclose that information.
- 20.12 Neither of us may request PPSA Information or authorise disclosure of the PPSA Information, except as set out below.
- 20.13 However, if a party is required to disclose PPSA Information, that party must give all available notice to the other party to allow the other party to:
- (a) legally challenge the required disclosure; and
 - (b) take all available steps to keep that PPSA Information confidential.

21 SOFTWARE LICENSE TERMS

- 21.1 You must strictly comply with all the terms and conditions regarding use of Microsoft software, including those set out in Our Customer Terms.
- 21.2 You agree to comply with the licence conditions that relate to the software supplied to you as a part of the Service notified to you in advance. If you do not comply with these licence conditions, we may immediately terminate this Service for your material breach.
- 21.3 You acknowledge that you may have to purchase additional licences from Microsoft for services that do not form part of our core Service.
- 21.4 You must not:
- (a) resell, assign or transfer your Service to anyone;
 - (b) use or attempt to use the software components of the Service on a stand-alone basis (that is, other than as part of the Service we provide you); or
 - (c) use the Service for any purpose other than your internal business purposes.
- 21.5 If this Service expires or is terminated for any reason, or we terminate or suspend any part of your Service as permitted by this section of Our Customer Terms, you must not use any of the software components of the Service without first obtaining a valid licence from Microsoft.
- 21.6 If this Service expires or this section of Our Customer Terms is terminated for any reason, you must return or destroy any copies of the software components of the Service that exist on your networks or systems. We may require you to provide written evidence that you have complied with this clause.

22 CONTENT AND PRIVACY

- 22.1 If we host or store your data as part of the Service, or you enter data as part of your use of the Service, you retain all intellectual property rights in that data, but you grant us a non-exclusive, worldwide, royalty-free licence to host, store, reproduce and otherwise use your data for all purposes required for or related to our provision



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of the Service. You warrant that you have the right to provide us with the licence set out in this clause.

- 22.2 In order to provide the Service, you allow us to disclose customer data including personal information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers) including without limitation Microsoft. You agree to the transfer, storage and use of personal information outside of Australia, including without limitation transferring, storing, and processing in the United States, Australia, Singapore or any other country in which Microsoft or its service providers and their subcontractors maintain facilities. You agree to obtain the consent of each person who provides data in relation to the Service for the aforementioned.
- 22.3 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third-party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Privacy Statement (available on the Telstra website) and these special additional privacy terms.
- 22.4 You indemnify us against any claim, cost, loss or liability (**Loss**) which may arise naturally (that is, according to the usual course of things) in connection with your breach of this clause 222, except to the extent the Loss is caused or contributed to by us. We must also take reasonable steps to mitigate our Loss in connection with the breach.
- 22.5 You acknowledge that we may archive and store your data to fulfil Telstra's carrier obligations under applicable laws. We will store archived data in accordance with Telstra's privacy policy and will disclose it only in accordance with this agreement or law.

23 DEFINITIONS

- 23.1 In this section of Our Customer Terms, the following terms have the assigned meanings:

Authorised Representative means the person you nominate as your authorised representative, who has authority to contact our service desk and place orders on your behalf.

Additional Equipment or TCO365 Additional Equipment has the meaning set out in clause 2(c).

Additional Professional Services means those services provided in accordance with clause 18.3 of this Schedule.

Assurance Monitoring has the meaning given in clause 15.99.

Application Form for the purposes of this Schedule means the Telstra application form used to order the TCO365 Services.

Business Days has the meaning given in clause 15.3 of this Schedule.

CSP means Cloud Service Provider. A Microsoft CSP is a company who can provide Microsoft cloud services such as Office 365 to a defined market.

Device means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.



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End User means any of your individual end users with an individual end point who are allocated a TCO365 Calling Plan.

Gaining Service Provider means the operator who a customer requests a transfer of services to.

Local Number Portability has the meaning set out in clause 7.15.

MAC has the meaning given in clause 16.1.

Metropolitan Sites means sites which are located in a metropolitan area (being any area within 50 kilometres of a capital city in any Australian state or territory).

Microsoft TechNet means a Microsoft web portal containing documentations and technical resources for Microsoft products.

Surface Hub means an all in one Microsoft developed multi-touch screen solution that empowers people, groups and organisations to connect and collaborate effortlessly.

PSTN means the *public switched telephone network*.

Pre-requisite Licence has the meaning set out in clause 3.

Quarter means a full 3 calendar month period commencing on 1 July, 1 October, 1 January and 1 April in any year.

Regional/Remote Sites: sites located outside of a metropolitan area.

Service Start Date means the date the first End User is activated or such other date as agreed between us in writing.

TCO365 Additional Equipment has the meaning set out in clause 2(c).

TCO365 Calling Plan has the meaning set out in clause 2(c).

TCO365 Calling Plan Packages means the packages described in clause 7.1.

TCO365 Customer Experience Package has the meaning set out in clause 2(c).

TCO365 Devices has the meaning set out in clause 2(c).

TCO365 Network Assessment has the meaning set out in clause 12.6.

TCO365 Professional Service Package has the meaning set out in clause 2(c).

TCO365 Service Management means the management services described in clause 133.

Teams Administration Portal means the Microsoft interface that provides tools for managing and monitoring the Teams service, and for managing the users in your organisation.

Train the Trainer Training means the training described in clauses 2 and 3.