Service Terms

Adaptive Collaboration

# About this document

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| Where this document fits into our agreement with you  |
| * + 1. Thank you for choosing Telstra. Our Digital Services Agreement (**Agreement**) with you is made up of the following parts:
* If different parts of this Agreement conflict, the part listed earlier in the table applies to the extent of the inconsistency.

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|  | About the parts of this Agreement  |
|  | Overview | You sign this part of the Agreement when your first agree to buy Services from us. It includes your key Agreement details.  |
|  | Price Schedule | This part of the Agreement outlines the prices and pricing conditions of the Services you buy from us.  |
|  | Order Request | This part of the Agreement is a record of the orders you submit to us, including changes you’ve requested to your Services that incur a charge.  |
|  | The two below parts make up our standard form of agreement terms with our customers for the purposes of [Part 23 of the Telco Act](https://www.legislation.gov.au/Details/C2020C00037). We update these terms from time to time in line with our agreement with you.  |
| Play | **Service Terms** | This part of the Agreement contains the specific conditions for each Service you buy from us.  |
|  | General Terms | This part of the Agreement contains the conditions that apply to all our Services unless we agree otherwise with you.  |

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| * + 1. This document, the Service Terms for Adaptive Collaboration, has **6 sections.** At the top of each page, you can see which section you are in:
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# SERVICE SUMMARY

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| What is Adaptive Collaboration? |
|  About this Service | * + 1. Adaptive Collaboration is a scalable unified communications platform that gives you access to the solutions outlined in 2.1(b) as chosen by you.
		2. Adaptive Collaboration provides two service options:

 Telstra Cloud Calling, providing the ability to make and receive voice and video calls, and send and receive messages, over a hosted IP Telephony service provided by Telstra, and; Microsoft Operator Connect, providing the ability to make and receive calls for Microsoft Teams Users (User). These Service Terms apply to both options unless otherwise stated.* + 1. Adaptive Collaboration gives you access to:

a web-based Adaptive Collaboration management portal; a voice calling plan licence and associated features for allocation by you to your End Users;a Service Desk for support requests;a range of optional features, such as a soft client that allows you to make and receive calls; anda catalogue of compatible IP telephony equipment available for purchase, either outright or on a Hardware Repayment Option (HRO). * + 1. Upon request, we can provide new telephone numbers for use with your Adaptive Collaboration service.
		2. We will manage your Adaptive Collaboration service to the service levels described in these Service Terms.
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| Exclusions |
| What's not included with your Service | * + 1. The Adaptive Collaboration service:

does not include any installation or configuration or other professional services, which are charged separately under a statement of work agreed with you where applicable;does not include an underlying internet access service or IP-VPN service; anddoes not include calls from your Adaptive Collaboration service other than the call types included in your nominated calling plan, as set out in your Order Form (calls not included with your calling plan are charged separately). |
| Compatibility and Dependencies |
| What you need to be able to use your Service | * + 1. If you are transitioning to Adaptive Collaboration from another Telstra service, we can advise you, on request, which Telstra services are compatible for transition to Adaptive Collaboration.
		2. In order for us to provide the Adaptive Collaboration service to you, you must have a compatible internet access service as defined in 2.4.
		3. To make and receive voice and video calls with Adaptive Collaboration using handsets or other telephony devices or hardware, you must use compatible IP telephony equipment (e.g. handsets, conference phones, integrated access devices etc). The range of devices will change from time to time and we can advise you of the compatibility when requested. We will provide you with reasonable notice if your equipment will no longer be compatible with our Adaptive Collaboration service.
		4. Some handsets available for use with Adaptive Collaboration are powered by Power over Ethernet (e.g. VVX handsets) and are not supplied with AC power packs. If your router/switch does not support Power over Ethernet devices you must separately order additional power packs to power those handsets for use with Adaptive Collaboration.
		5. If your Adaptive Collaboration service includes Telstra Cloud Calling, you may also use a compatible Telstra IP-VPN service. The charges and terms of use for your internet access service or Telstra IP-VPN service, and any data usage charges incurred through your use of Adaptive Collaboration, are separate from and in addition to the charges and terms of use for your Adaptive Collaboration service.
		6. For Telstra Cloud Calling if you use a Telstra IP-VPN with your Adaptive Collaboration service we recommend that you partition your IP-VPN into separate voice and data VLANs, with Adaptive Collaboration voice traffic carried in the voice VLAN and voice prioritisation enabled.
		7. For Microsoft Operator connect:

there are Microsoft 365 licence dependency requirements that must be met. We can advise you of these requirements when requested. These licences are not included as part of the Adaptive Collaboration offer and may need to be acquired separately by you.You must accept Telstra as your preferred carrier from within the Microsoft Teams Administrator portal and accept the Microsoft terms of use.All Microsoft Teams service capacity and performance reporting is from your Microsoft Teams Administrator portal |
| Limitations  |
| There are some restrictions when using your Service. | * + 1. The Adaptive Collaboration service is not available to Telstra Wholesale customers or for resale. You cannot re-supply the Adaptive Collaboration service to a third party.
		2. If you use Telstra Cloud Calling Adaptive Collaboration via an internet access service, the quality of voice traffic delivered over your internet access service may vary, as further described in clause 2.5(b). It is recommended where possible to use an internet access service that supports prioritisation with a minimum of 100Kbps uncontended bandwidth per voice line in each direction. and to configure your network to prioritise voice traffic.
		3. Capacity for concurrent calls at a site using the Adaptive Collaboration service will be limited by the available bandwidth at that site.
		4. Other than the requirements specified in these Service Terms, it is your responsibility to ensure you have enough concurrent calling capacity on your network to avoid any calling or quality limitations, even if this increases over time. This also includes having enough Individual Line and Shared-Line licences for your needs.
		5. We are not responsible for and do not provide any internal building cabling or infrastructure diversity.
		6. For Microsoft Operator connect, Individual Line licence type includes one dedicated calling line per assigned user, plus a fair use buffer of ten concurrent calls for small deployments to cover Microsoft calling features such as Call Hold, Call Forward, Call Transfer, Call Queue and Auto Attendant. Any usage requirement above this will require additional Line licencing.
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| Business Critical and Emergency Service Use |
| Your Service may not work during a power failure | * + 1. During a power failure, you won’t be able to use your Adaptive Collaboration service for fixed line calls including to Emergency ‘000’ 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. Adaptive Collaboration is not compatible with Priority Assist or silent line (unlisted number) features.
		2. Subject to the Australian Consumer Law provisions in the General Terms of this Agreement, we do not guarantee that the call quality on calls made through your Adaptive Collaboration service will meet or exceed a certain level. As a unified communications service, the quality of voice calls may be impacted by the end to end connectivity, including:

packet loss;variable delay; andvariable data throughput rates.* + 1. 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 service provider for any purpose, including to ascertain the address of a User who calls Emergency ‘000’ 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.
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| Telephone Numbers |
| **Choosing geographic zones for your telephone numbers** | * + 1. When choosing the telephone number(s) for your Adaptive Collaboration service, please be aware that if you choose a number that is in a different zone to the standard telephone zone in which you are located:

callers to your telephone number will be charged as if you are located in the zone applicable to the number; * for example, if you are located in the zone 07, and you choose a number commencing with 02, callers will be charged call rates as if you were located in the 02 zone; and

you may not be able to port the number to another carriage service provider. |
|  Telstra Cloud Calling Soft client and meeting/collaboration application |
| There is an optional app to use with your Service | * + 1. We may make available to you a soft client and meeting/collaboration application for use in connection with your Adaptive Collaboration Telstra Cloud Calling service.
		2. By using the soft client and meeting/collaborationapplication you accept the terms of:

the Cisco End User Licence Agreement (Cisco EULA), a copy of which can be found at <http://www.cisco.com/go/eula>; andthe Cisco Privacy Data Sheets for the soft client and meeting/collaborationapplication, a copy of which can be found at <https://trustportal.cisco.com/c/r/ctp/trust-portal.html#/customer_transparency>. * + 1. You agree that:

 The Cisco EULA governs the relationship between you and Cisco Systems, Inc. acceptance of the above terms is a condition of your use of the Adaptive Collaboration Telstra Cloud Calling service. |
| Telstra Cloud Calling Music On Hold |
| You are responsible for content you upload to Music On Hold | * + 1. Music On Hold is an optional group service that allows the group administrator to set up an audio source (music, advertising) that can be broadcast to calling parties who have been put on hold.
		2. You are solely responsible for all content (data, recordings, music, advertising or information) (**Content**) accessible via your Adaptive Collaboration service, and for arrangements with any third parties to access the Content. For example, you will need to:

obtain all consents, approvals, licences and permissions required for use of the Content as part of your Adaptive Collaboration service, including but not limited to any licences required for music, such as any required by the Australasian Performing Right Association, the Australasian Mechanical Copyright Owners' Society, the Phonographic Performance Company of Australia or any record label; andensure that the Content is up-to-date, not misleading, not defamatory, does not contain offensive language or material, does not breach any applicable laws, standards, content requirements or codes, does not infringe the rights of, or duties owed to, any person whether arising under statute, common law or otherwise and does not and will not expose us to the risk of any claim, legal or administrative action or prosecution.* + 1. We are not required to review or edit the Content you provide to us. However, if we choose to do so, we can delete or require you to delete any information 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).
		2. You grant us a non-exclusive, royalty-free licence to use, disclose, reproduce, and modify any Content you provide to us for the purpose of providing your Adaptive Collaboration service.
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| Telstra Enterprise Plus Fund |
|  | Telstra Enterprise Plus Fund is available for Adaptive Collaboration solutions. See [Service Terms for Telstra Enterprise Plus Fund](https://www.telstra.com.au/customer-terms/digitalterms). |

# Your Obligations

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| Your responsibilities |
| What you need to do | * + 1. You are responsible for:

self-installation of the equipment you use with your Adaptive Collaboration Service; building and configuring the Adaptive Collaboration service according to your requirements; detailing all of your user and group features and equipment (e.g. handsets); maintaining sufficient back-up configuration data for your Adaptive Collaboration service; establishing end user and administration logins; andensuring you have enough licence and on-site network capacity for your needs.except where you have requested us to perform any of the above on your behalf under a statement of work for professional services in relation to your Adaptive Collaboration service. |
| Administrator |
| You need to nominate an administrator | * + 1. You must nominate an administrator to perform configurations for your Adaptive Collaboration service using the web-based management portal and to report any incidents or faults to the Service Desk on behalf of end users. You are responsible for the actions of your administrator in relation to your Adaptive Collaboration service, which includes the appointment of other administrators and the actions of the subsequent administrators.
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| Privacy and security |
| You need to keep your account secure | * + 1. You are responsible for the security and privacy of your Adaptive Collaboration service and equipment and you must:

take steps to prevent unauthorised access to your Collaboration service and equipment, including by varying any default passwords provided to you;not disclose or transfer any security credentials or user identification details that we provide you for your Adaptive Collaboration service (except as required by the service); andcomply with our reasonable directions regarding the use and access of your Adaptive Collaboration service. |

# Charges

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| List Prices |
| How we charge you | * + 1. The List Prices in the table below apply to the features listed, which you may request via the Adaptive Collaboration management portal.
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| **Recurring Monthly Price (excl GST)** |
|  | Volume Tiers (users): | **1-10** | **11-20** | **21-50** | **51-200** | **201-500** | **501+** |
| Phone numbers | Phone number | $0 | $0 | $0 | $0 | $0 | $0 |
|  Features: |  Telstra Cloud Calling service: |
| Line type | Individual Lines - Premium  | $20.00 | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Shared Lines - Premium  | $40.00 | $40.00 | $40.00 | $40.00 | $40.00 | $40.00 |
| User types | Cloud user | $8.00 | $8.00 | $8.00 | $8.00 | $8.00 | $8.00 |
| Cloud user add-ons | Unified communications | $6.00 | $6.00 | $6.00 | $6.00 | $6.00 | $6.00 |
| Call Centre Basic | $5.00 | $5.00 | $5.00 | $5.00 | $5.00 | $5.00 |
| Receptionist client | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 | $150.00 |
| Webex Basic | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 | $1.00 |
| Webex Standard upgrade | $9.00 | $9.00 | $9.00 | $9.00 | $9.00 | $9.00 |
| Webex Premium upgrade | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Group features | Hunt group | $0 | $0 | $0 | $0 | $0 | $0 |
| Auto attendant | $0 | $0 | $0 | $0 | $0 | $0 |
| Virtual Business Number | $4.00 | $4.00 | $4.00 | $4.00 | $4.00 | $4.00 |
|  Features: |  Microsoft Operator Connect service: |
| Line type | Individual Lines - Premium  | $18.00 | $18.00 | $18.00 | $18.00 | $18.00 | $18.00 |
| Shared Lines - Premium  | $63.00 | $63.00 | $63.00 | $63.00 | $63.00 | $63.00 |
| Teams user add-on | Business Continuity | $4.00 | $2.80 | $2.60 | $2.40 | $2.20 | $2.00 |
|  | * + 1. The number of each Feature activated on your Service subscription at the start of the billing cycle is the baseline from which we track changes. You may add and remove Features during the month but we will charge you for the highest number of each Feature activated for each of your Service subscriptions during that month for the whole month.
* For example: If you start the month with 50 cloud users, add 10 cloud users and remove 25 cloud users in the same month, we will charge you for 60 cloud users for that month. Your baseline for the following month is 35 cloud users.
	+ 1. To satisfy the number of simultaneous calls you require you may choose Individual Lines for one calling line for each allocated User and allocated Microsoft Teams Voice App (Voice App), or Shared Lines for call sharing across multiple allocated Users and Voice Apps. It is your responsibility to ensure that you have enough calling capacity to meet your needs.
* By way of a guide only, we have observed that a ratio of at least 1 shared line for every 4 users is prudent.
	+ 1. You must choose the line type per Service subscription, for example, one Premium calling plan for individual lines. Once provided, the Line Type applicable to that Service subscription cannot be changed, but you can increase or decrease the number of lines. It is possible to have multiple Service subscriptions with different line types, provided they are compatible as specified in these Service Terms.
		2. For the Telstra Cloud Calling service, if you select the Individual line type, we will charge you the Individual Line fee multiplied by the number of configured users in the Adaptive Collaboration management portal plus the Cloud User fee for each Cloud User activated on your Subscription.
		3. For the Microsoft Operator Connect service, if you select Individual line type, we will charge you the Individual Line fee multiplied by the number of Users and Voice Apps that have an allocated phone number from within your Microsoft tenancy.
		4. If you select the Shared Line type, we will charge you the Shared Line fee for each Shared Line licence. You will only be able to make or receive as many concurrent calls as you have Shared Lines per Service subscription. For Telstra Cloud Calling we will also charge you the Cloud User fee for each Cloud User activated on your Service subscription.
		5. You will receive a digital invoice for your Adaptive Collaboration service. You may receive a separate invoice for other products provided by Telstra.
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| Calling Plan Inclusions |
| Which types of calls are included in your plan | **Call Type**  | **Premium Calling Plan** |
| On net | Included |
| Calls to Australian landline numbers | Included |
| Calls to Australian mobile numbers | Included |
| Calls to 13/1300 numbers | 40c per call |
| Calls to international numbers | Standard international rates apply | Charges for these call types can be found at: <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/business-a-full/bg-fixed-bps.pdf> * + 1. <https://www.telstra.com.au/content/dam/tcom/personal/consumer-advice/pdf/consumer/fixed-operator.pdf>
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| Calls to mobile satellite services | * + 1. Standard mobile satellite rates apply
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| Calls to a directory service | Standard directory service rates apply |

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# Term and Termination

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| Term |
| Month to Month terms | * + 1. Adaptive Collaboration is available on a month to month basis with no additional minimum service term commitment, other than any agreed minimum terms for equipment rentals or purchases under a Hardware Repayment Option (HRO).
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| Consequences of Termination |
| What happens if you cancel your Service | * + 1. If you cancel your Adaptive Collaboration services for any reason:

you will be billed for the cancelled service up to the end of the monthly billing cycle following the date of cancellation;the date of cancellation will be the date we receive notification of the cancellation from you in writing; andyou may need to separately cancel other services that you use in conjunction with those Adaptive Collaboration services.* + 1. We may cancel, suspend or restrict the Service immediately, giving you notice as soon as is practicable, if:

providing the Service becomes illegal or we believe on reasonable grounds that it may become illegal;there is an emergency that affects our ability to continue to provide the Service; we are not able to provide the Service due to an event outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God); orIn the case of Microsoft Operator Connect, if Microsoft discontinues support for the Service either in Microsoft Office 365 or generally. We may also 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. |
| Equipment HRO and Lease |
| Equipment repayment options | * + 1. If you cancel your Adaptive Collaboration service and have purchased equipment under an HRO, you may be required to repay us the remainder of the outstanding HRO payments for that equipment when your associated service ends.
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| Porting Out Numbers |
| We may charge you to port out numbers | * + 1. We may charge you an administrative charge if you wish to port out numbers from an Adaptive Collaboration group to another provider. We will advise you of these charges on request.
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# Service Management

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| Service Desk  |
| How to contact us | * + 1. We will provide a service desk as part of your Adaptive Collaboration service. The Service Desk is a single point of contact for administration support and incident management in relation to your Service.
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| **Attribute** |  | **Options** |
| Online Access |  | You may visit <https://connectapp.telstra.com> to access an online portal (24x7) to lodge a service request or fault with your Adaptive Collaboration service with the Service Desk. |
| Phone Support |  | You may call **1800 370 430** to speak to the Service Desk about your Adaptive Collaboration service. |
| Phone Support Hours of Operation |  |  |
| Logging Faults and Incidents | 24 x 7 x 365 |
| Core Business Hours | Monday to Friday from 9am to 5pm on business days in Melbourne Victoria. |
| Availability may be impacted by unusual call volumes. |
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| **How we support you** | For each incident you raise the service desk will:only accept service requests and fault reports from your Adaptive Collaboration administrator (or any other authorised person).provide job reference numbers to the person who logged the fault or request;make an initial assessment of each incident, attempt to resolve the incident or satisfy the service request if appropriate, or refer it to the next level of support;provide updates on incidents to the person who logged the fault or request;close incidents after confirming that the person who logged the call is satisfied that the incident has been resolved or that the service request has been completed. Whilst you can log a fault or incident online or over the phone at any time, the Service Desk has limited support outside of the Core Business Hours and we will only respond and restore your Adaptive Collaboration service during the Core Business Hours.For example, if you log a call at 4pm on a Tuesday, we may not be able to start working to resolve the issue with your Service until after 9am on the Wednesday. |
| Incident Management  |
| **How we manage incidents** | * + 1. If you raise an incident with the service desk, or we detect an alarm through assurance monitoring, our service desk will:

originate a trouble ticket;investigate the incident or alarm; andassign a priority level.* + 1. The priority levels we apply to incidents are set out below:
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|  | **Priority Level** | **Definition**  |
| **Priority 1** Critical Incident Extensive Widespread Outage | 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: your business operations cannot function through significant widespread service outage; the incident is affecting your business’s ability to function; orsecurity or community health have been compromised. |
| **Priority 2**High Impact Significant User Impact | An incident or situation where:Services are severely affected, to the extent that normal business operations have been compromised; or there is a severe impact on some Service aspects, but other services are functional; |
| **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. |
|  | * + 1. Once we’ve assigned a severity level, we will use reasonable endeavours to meet the service level targets set out in the table below subject to clause 6.2 (d) – 6.2 (h).
 |
|  | **Priority Level** | **Response** | **Restore/Resolution**  |
| Priority 1 | 20 mins | 4 hours |
| Priority 2 | 1 hours | 12 hours |
| Priority 3 | 2 hours | 4 business days |
| Priority 4 | 4 hours | 6 business days |
| * + 1. Incidents relating to call quality when the end user is on an access network not optimised for voice and video communications will be managed on a best efforts basis.
		2. We will manage and seek to resolve incidents related to the Service soft clients in line with the service levels defined in this clause 6.2 but this support will not extend to the device that the client is installed on (e.g. smart phone, laptop).
		3. If you have purchased devices from us, hardware faults with these devices will be managed in line with the applicable warranty or maintenance included with the device purchase.
		4. Any hardware or software faults with devices you supply is your responsibility including vendor support to resolve these faults if required.
		5. For Microsoft Operator Connect the restore/resolution times exclude the time taken to establish contact with and set up screen sharing or other remote support with your nominated technical resource with global Microsoft Teams administrator privileges.
		6. We will use reasonable endeavours to meet the service availability targets for the Service set out in the table below. This does not apply to your data network or associated devices, or any Microsoft 365 component.

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| **SERVICE LEVEL TARGET** | **AVAILABILITY** |
| Adaptive Collaboration | 99.99% |

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| Service Maintenance  |
| When we maintain your Service | * + 1. From time to time we need to conduct maintenance on our platform. Generally, these maintenance activities will not impact the use of your Adaptive Collaboration service, but in some situations, it is possible that you may have a short interruption to your Adaptive Collaboration service. These maintenance activities can happen at any time, but typically we would perform the work between the hours of 12.00am-6.00am (AEST).
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| Equipment Maintenance |
| When we maintain your equipment | * + 1. In addition to any maintenance we conduct on the Adaptive Collaboration service, the devices that you use with your Adaptive Collaboration service may automatically check for and perform software upgrades on a regular basis, at any time but typically between the hours of 12.00am-6.00am (AEST), depending on the device type. Use of your Adaptive Collaboration service may be impacted for up to 15 minutes when the maintenance or upgrade occurs.
		2. Devices that are used in conjunction with the Microsoft Operator Connect service may require software updates from time to time as advised by the manufacturers recommendations. It is your responsibility to ensure your handsets are kept up to date.
		3. If you supply your own devices for use with Microsoft Operator Connect you must use devices that are accredited by Microsoft, and you will be responsible for any hardware maintenance and warranty issues concerning them.
		4. If you have purchased equipment from us, hardware faults with these devices will be managed in line with the applicable warranty and maintenance included with the device purchase or as required by Australian Consumer Law.
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| Service Assurance Exclusions |
| What our support doesn't include | * + 1. We do not support or provide a service assurance target in relation to:

any internet service that you may choose to use (for example your underlying internet access service to a site or a Mobile); any third party software or additional items of equipment that you use with the equipment you purchase from us for use with your Adaptive Collaboration service; andunregistered end users that are not part of the number range for your Adaptive Collaboration service. * + 1. For Telstra Cloud Calling, if you use the service via an internet access service without a Telstra IP-VPN:

we do not offer service levels related to such internet access or provide support in relation to incidents or faults with your equipment or applications that relate to such internet access; andsupport services are limited to user help and troubleshooting for equipment, applications and the platform.* + 1. For Microsoft Operator Connect, we do not support your Microsoft 365 Teams environment or the configuration of Teams users or service features provided by that environment.
 |