

Telstra Unified Communications Solution Section

Contents

Click on the section that you are interested in.

1	Telstra Unified Communications formerly known as Managed IP Telephony	4
	About the Telstra Unified Communications section	4
	Inconsistencies	4
2	Telstra Unified Communications Solution	4
	What is Telstra Unified Communications Solution?	4
	Service Exclusions	5
	Eligibility	5
2A	Jabber mobile and desktop client	5
	What is Jabber® client?	5
	Eligibility	6
	Service Tiers and Equipment Management Services	6
	Special terms for Jabber® client	6
3	Site Audit and Planning Services	6
	Performing a Site audit	6
	Design and Implementation Planning	7
4	Solution Design Services	7
	Solution Design	7
	Changes to your Solution Design	8
	Your responsibility for the information you provide	8
5	Equipment	8
	Supported equipment	8
	Your existing equipment	8
	Licence to use related software	8
	Use of the equipment	9
	Your obligations	9
	Charges	9
6	Rental Equipment	10
	Eligibility	10
	Title to Rental Equipment	10
	Use of Rental Equipment	10
	Replacement, alterations and addition of parts	10
	Lost, stolen or damaged equipment	11
	Insurance	11
7	Purchasing Equipment	11
8	Equipment Delivery, Installation and Commissioning Services	11
	Delivery	11
	Installation	12
	Equipment commissioning	13

Telstra Unified Communications Solution Section

	Your obligations and acknowledgements	13
9	Solution Management Services	14
	Service Tiers	14
10	Proactive Managed Service Tier	15
	Eligibility	15
	Your Obligations	16
	Technical Help Desk	16
	Service Assurance	16
	Minimum Requirements for Service Assurance	18
	Configuration file management services	19
	Reporting Services	20
11	Reactive Managed Service Tier	22
	Eligibility	22
	What you need to provide to us	22
	Your Obligations	22
	Technical Help Desk	22
	Service Assurance	22
	Minimum Requirements for Service Assurance	24
	Software Updates and Software Upgrades	24
12	Self Managed Service Tier	25
	What you need to provide to us	25
	Your Obligations	26
	Technical Help Desk	26
	Service Assurance	26
13	Equipment Maintenance Services	27
	When you must acquire equipment maintenance services from us	27
	Service Description	28
	Equipment Maintenance Support Levels	29
	Equipment Maintenance Coverage Hours	30
14	Adds, Moves and Changes	30
	Minor adds, moves and changes – no design impact	30
	Minor Network Alterations – complex equipment configuration file changes	31
	Major adds, moves and changes	31
	General	32
15	Security of the equipment and network	32
	Level of security provided	32
	When we are not responsible	33
16	Ownership	33
	Intellectual Property	33
	Confidential Information	34
17	Minimum Contract Term	34
	Minimum contract term	34
	Term of your equipment rental agreement	34
	Cancelling your Telstra Unified Communications Solution	35

Telstra Unified Communications Solution Section

	When your contract ends	35
18	Limitations on performance	36
19	Charges	36
20	Special meanings	36

Telstra Unified Communications Solution Section

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

1 Telstra Unified Communications formerly known as Managed IP Telephony

About the Telstra Unified Communications section

- 1.1 This is the Telstra Unified Communications section of Our Customer Terms.
- 1.2 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

- 1.3 If the [General Terms of Our Customer Terms](#) are inconsistent with something in the Telstra Unified Communications section, then the Telstra Unified Communications section applies instead of the General Terms, to the extent of the inconsistency.
- 1.4 If a provision of the Telstra Unified Communications section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.
- 1.5 **Telstra Unified Communications Solution is not available for purchase by new customers from 31 October 2017. Existing customers may continue to receive the Telstra Unified Communications Solution on existing terms until further notice.**

2 Telstra Unified Communications Solution

What is Telstra Unified Communications Solution?

- 2.1 Telstra Unified Communications Solution can include design, implementation, management and support services for your solution.
- 2.2 Telstra Unified Communications Solution may include some or all of the following components:
- (a) site audit and planning services (as described in section 3);
 - (b) solution design services (as described in section 4);
 - (c) equipment supply services (as described in sections 5 to 7);
 - (d) equipment delivery, installation and commissioning services (as described in

Telstra Unified Communications Solution Section

section 8);

- (e) ongoing solution management services (as described in sections 9 to 11); and
- (f) equipment maintenance services (as described in section 13); and
- (g) Jabber® client, provided that all the eligibility criteria for Jabber® client in clause 2A.2 are satisfied.

Service Exclusions

2.3 Telstra Unified Communications Solution does not include any software not expressly listed in our solution design, and does not include any of the following, unless otherwise agreed by us in writing:

- (h) third-party security certificates;
- (i) anti-virus software; or
- (j) other add-on software (such as SQL).

Eligibility

2.4 A Telstra Unified Communications Solution is not available to Telstra Wholesale customers or for resale. You cannot assign or resupply the Telstra Unified Communications Solution to a third party.

2A Jabber mobile and desktop client

What is Jabber® client?

2A.1 Jabber® client is a Cisco Unified Communications application that allows a user to:

- (k) make voice calls;
- (l) make video calls;
- (m) see a third party's presence;
- (n) send and receive instant messages;
- (o) retrieve voicemail;
- (p) conduct multi-party conferences; and
- (q) share documents,

Telstra Unified Communications Solution Section

using a compatible type of computer, tablet and smart phone.

Eligibility

2A.2 To be eligible for Jabber® client, you must:

- (a) have a telecommunications service with us necessary to access Jabber® client;
- (b) have and maintain an agreement with us for Telstra Unified Communications;
- (c) have version 7 or later of Cisco Unified Communications Manager;
- (d) have the Jabber® client application;
- (e) have and maintain a Jabber® licence from Cisco Systems appropriate to the functionality you require, which licence we will advise you of on request; and
- (f) have and use compatible hardware and operating systems, which we will advise you of on request.

Service Tiers and Equipment Management Services

2A.3 In addition to any relevant term of this section of Our Customer Terms, the provisions of clauses 9 – 13 and clause 15 apply to the Jabber® client.

Special terms for Jabber® client

2A.4 Except where we have made a special offer to you to the contrary, the charges for Jabber® client do not include charges to access and use the Internet or any telecommunications charges associated with your use of Jabber® client.

2A.5 Jabber® client may not be available for use during any scheduled maintenance period.

3 Site Audit and Planning Services

Performing a Site audit

- 3.1 We will audit your sites to determine whether they are suitable for a Telstra Unified Communications Solution. If we determine your sites are unsuitable for a Telstra Unified Communications Solution, we will also tell you what changes we believe are required.
- 3.2 We will conduct a site audit during our standard Business Hours unless we agree otherwise with you. Additional charges will apply if you require us to conduct the site audit outside of our standard Business Hours.
- 3.3 You must provide us with all information, cooperation and assistance that we reasonably

Telstra Unified Communications Solution Section

request to enable us to perform your site audit (including, for example, a description of your sites, site access, any existing network diagrams and details of any existing communications equipment).

Design and Implementation Planning

- 3.4 Once your site audit has been completed and you have provided us with all necessary information, we will plan the design and implementation of your solution.
- 3.5 At a minimum, we will provide you with a plan which provides a general overview of your solution architecture. This plan will include:
- (a) a description of the software, equipment, configuration and network required to implement your solution;
 - (b) an estimate of the costs that we will charge for the design and implementation of your solution; and
 - (c) a description of any changes to your existing network or sites that you must complete before we can implement your solution.
- 3.6 Before implementing your solution, we will assess your sites to verify that all tasks that we require you to complete before we can implement your solution have been completed. We will provide you with written notice of the tasks we require you to complete before we conduct such an assessment. We will not implement your solution until we are satisfied that you have completed all of these tasks.

4 Solution Design Services

Solution Design

- 4.1 We will design your solution based on:
- (a) the plan described in 3.5 above;
 - (b) the information we collect during the site audit;
 - (c) the information you provide us or we otherwise collect relating to how end-users will use your solution (including end-users' names and phone numbers); and
 - (d) the information you otherwise provide.
- 4.2 We will provide you with a site schedule which describes your solution at each site based on our design of your solution.

Telstra Unified Communications Solution Section

Changes to your Solution Design

- 4.3 We may make changes to the design of your solution. We will advise you about any such changes before we implement your solution.
- 4.4 If you request any major adds, moves or changes (as described in section 14.10 below) at any time after the installation of your solution at your sites, we will provide you with an updated site schedule. You should review any updated site schedules as soon as you receive them. You must tell us within 7 business days of receiving any site schedule if you consider that it does not accurately describe your solution, otherwise you will be deemed to have accepted the site schedule as an accurate description of your solution.

Your responsibility for the information you provide

- 4.5 You must ensure that all the information you provide us is accurate and complete.
- 4.6 You understand that your solution may be unsuitable, may have errors and/or may be delayed if you provide us with inaccurate or incomplete information.
- 4.7 We may charge you an additional fee for any delay or additional work we are required to perform because of your inaccurate or incomplete information.

5 Equipment

Supported equipment

- 5.1 Unless we agree otherwise with you, we will only provide a Telstra Unified Communications Solution in connection with approved equipment that has been purchased or rented from us.

Your existing equipment

- 5.2 As part of our design of your solution, we will assess your existing equipment and tell you whether any changes to your existing equipment are necessary to enable us to provide a Telstra Unified Communications Solution to you. We will also tell you whether we are able to support your existing equipment as part of Telstra Unified Communications Solution.

Licence to use related software

- 5.3 We will procure the right for you to use any software that is supplied with the equipment you purchase or rent from us. We will provide you with details of the licence terms at (or before) the time of delivery.

Telstra Unified Communications Solution Section

Use of the equipment

- 5.4 You are solely responsible for the use of:
- (a) the services we supply to you in connection with the Telstra Unified Communications Solution;
 - (b) the equipment you purchase or rent from us in connection with the Telstra Unified Communications Solution; and
 - (c) any other equipment or services connected to that equipment,
- whether you authorised such use or not.

Your obligations

- 5.5 If you select the proactive or reactive managed service tier (described in section 9), you must not repair or service the equipment you purchase or rent from us without first obtaining our written permission to do so.
- 5.6 We may charge you an additional fee to repair any damage you cause to your equipment and/or solution when servicing or repairing your equipment (even if we have given you prior permission to do such repair or servicing work).
- 5.7 You understand that any change to your telecommunications services, IP WAN or IP MAN access service may impact our ability to provide the Telstra Unified Communications Solution to you and/or our ability to meet our service assurance commitments.
- 5.8 You must not alter the labels or other identifying marks on any equipment that we provide to you.
- 5.9 If you subscribe to the proactive managed service tier you must maintain a Telstra link to your equipment to allow equipment monitoring.
- 5.10 If you subscribe to the reactive managed service tier you must ensure that we can connect to your network via a method that we approve and that will provide remote access to the managed equipment.
- 5.11 If you have elected the self managed service tier you must ensure that we can connect to your network via a method that we approve and that will provide remote access to the installed equipment for the installation and assurance period.

Charges

- 5.12 We will provide you with details of the charges payable by you for your equipment at the

Telstra Unified Communications Solution Section

time of your order. The charges are dependent on our supplier of the equipment and the charges may vary from time to time.

- 5.13 You must pay for purchased equipment on delivery from the supplier.
- 5.14 If we incur any delivery charges for equipment ordered for you, we may pass those charges on to you (including any taxes or levies imposed). We will inform you of any applicable delivery charges before we order any equipment for you.

6 Rental Equipment

Eligibility

- 6.1 You may only rent equipment from us if you have selected the proactive or reactive managed service tiers (as described in section 9 below).

Title to Rental Equipment

- 6.2 You do not have any title to any equipment that you rent from us.

Use of Rental Equipment

- 6.3 You must:
- (a) ensure that the rental equipment is kept in good order and repair;
 - (b) not sell, dispose of or encumber the rental equipment; and
 - (c) allow us (or our supplier) to inspect the rental equipment at any reasonable time.

Replacement, alterations and addition of parts

- 6.4 You have no right to alter equipment you rent from us without our written permission.
- 6.5 We may charge you an additional charge if you make modifications to the rental equipment without our written consent and the modifications reduce the equipment's use or value of the equipment. This charge will be a genuine pre-estimate of our loss.
- 6.6 If you remove a part of the rental equipment, then you must at your own cost, replace the removed part with a part that is of equal or better quality. Any part of the rental equipment that you replace forms part of the rental equipment.
- 6.7 You may remove any part of the rental equipment that you have added provided that:
- (a) it is not a part that you are required to replace in accordance with 6.6 above; and

Telstra Unified Communications Solution Section

- (b) the addition and subsequent removal of any such part does not reduce the equipment's use or value.

6.8 We may increase your rental charges if we supply additional parts or provide any upgrade to the rental equipment. We will consult with you about the rental charge if this happens.

Lost, stolen or damaged equipment

6.9 You understand that your obligation to pay the applicable equipment rental charges continues notwithstanding any event including a defect, breakdown, accident, loss, theft or damage to the equipment or any unavailability of the equipment, unless the event or unavailability of the equipment is caused by us.

6.10 If any item of the rental equipment is lost, stolen or damaged beyond economic repair (except where it was caused by our breach or negligence), then you will promptly notify us and pay us the present value of the rental equipment. If this occurs prior to the expiry of the applicable rental term, early termination charges may also be payable.

Insurance

6.11 You must obtain and maintain adequate insurance for the value of the rental equipment and for your ability to pay all rental charges. You must make this insurance policy available to us on our reasonable request.

7 Purchasing Equipment

7.1 If you purchase equipment from us, title to that equipment only passes to you once you have paid us in full. Until that time, you hold the equipment on our behalf and must return the equipment if we ask you to.

8 Equipment Delivery, Installation and Commissioning Services

Delivery

8.1 We will deliver any equipment that you rent or purchase from us to your nominated address.

8.2 We will endeavour to advise you of the delivery date in advance. If there is a change in the original delivery date we will endeavour to advise you of this. However, we do not guarantee that we will be able to meet any particular delivery date.

8.3 Risk of loss of, or damage to, the equipment passes to you at the time of delivery.

Telstra Unified Communications Solution Section

Installation

- 8.4 As part of the Telstra Unified Communications Solution, we will install your equipment at each of your sites we have identified as requiring equipment. Installation of your equipment includes:
- (a) linking your equipment to your IP WAN or IP MAN or voice carriage service;
 - (b) activating each handset and ensuring that each handset is connected to the correct end-user profile; and
 - (c) configuring the equipment or software identified in your site schedule and the interconnection of that equipment; and
 - (d) ensuring that each handset and the installed equipment operates correctly.
- 8.5 Unless we agree otherwise with you, installation of your equipment does not include:
- (a) installation of cabling between equipment;
 - (b) supply of any patching cables;
 - (c) supply or installation of power, general purpose outlets or any UPS or battery backup unit;
 - (d) provision of any rack (rack unit) or supporting structure to house the equipment;
 - (e) the supply or installation of any cabling frames including but not limited to Main Distribution Frame (MDF), Test Point Frame (TPF), Intermediate or Distribution Frames (IDF);
 - (f) any horizontal or vertical (distribution) cabling;
 - (g) any MAN, WAN or LAN cabling or equipment upgrades;
 - (h) any network rationalisation, upgrade or conditioning ;
 - (i) any system administration training unless specified; or
 - (j) any configuration or integration activity of your existing equipment, software or application
- 8.6 We are not responsible for any problem that occurs during installation unless we cause the problem. If a problem occurs which we did not cause, and you ask us to fix it, there may be extra charges which we will advise you of.
- 8.7 We will notify you when the installation of the equipment is complete. We will test the

Telstra Unified Communications Solution Section

equipment following installation, and you must provide us with all reasonable assistance necessary to enable us to perform our testing.

- 8.8 We will install the equipment at your sites during our standard Business Hours unless we agree otherwise with you. Additional charges will apply if you require us to install the equipment at your sites outside of our standard Business Hours.

Equipment commissioning

- 8.9 At commissioning, we will install and commission the equipment described in your site schedule, deploy handsets and test whether your solution operates in accordance with our design of your solution.
- 8.10 When we have determined that the equipment can be remotely monitored, we will tell you that the equipment has been satisfactorily commissioned.
- 8.11 We will only provide the commissioning services described in this section during our standard Business Hours unless we agree otherwise with you. Additional charges may apply if you require us to commission the equipment outside of our standard Business Hours. We will notify you of any such additional charges.

Your obligations and acknowledgements

- 8.12 You must:
- (a) ensure that each site is fully prepared as required to enable us to deliver and install the equipment (including ensuring that all changes set out in the plan described in 3.5 are completed);
 - (b) permit us or our sub-contractors to access your site (on reasonable notice) to deliver the equipment to you and perform the installation;
 - (c) provide us and our subcontractors with a safe working environment, reasonable access to your network, systems and personnel and all reasonable assistance;
 - (d) if your equipment has been delivered to you prior to installation, ensure that the equipment is made available to us for installation.
 - (e) provide any required hardware or software, including the installation, configuration and integration of that hardware or software that is not identified in the site schedule. You understand that it is your responsibility to perform any equipment or application integration activity that is not specifically identified in the site schedule; and
 - (f) load, install and configure any software purchased from us onto your existing equipment including but not limited to any personal computers (PC), servers and, in respect of mobility products first acquired on or after 30 June 2010, mobile

Telstra Unified Communications Solution Section

phones, PDAs or smart phones..

8.13 You understand that the installation of your equipment may be delayed if you fail to comply with any of your obligations described in this section. We may also charge you an additional fee if we are required to reschedule the installation of your equipment as a result of your failure to comply with any of your obligations.

8.14 You acknowledge that:

- (a) you have examined the equipment before accepting delivery of the equipment and satisfied yourself as to its condition and you are not relying on any representation or warranty regarding the equipment that we may have made;
- (b) you will look to the supplier, and not us, for any collateral warranty you may require in relation to the equipment; and
- (c) you will only use the equipment for business purposes.

9 Solution Management Services

Service Tiers

9.1 Following the installation and commissioning of your solution, we will transition your solution to your selected service tier.

9.2 You may select one of the following two service tiers:

9.3 We offer three service tiers:

- (a) self managed service tier;
- (b) reactive managed service tier; and
- (c) proactive managed service tier.

Self managed service tier

9.4 If you select the self managed service tier, we will provide you with:

- (a) a technical help desk for the first 21 days after we commission your solution;
- (b) remote repair services for the first 21 days after we commission your solution; and
- (c) service assurance commitment for the first 21 days after we commission your solution as described in section 12.

Telstra Unified Communications Solution Section

Reactive managed service tier

9.5 If you select the reactive managed service tier, we will provide you with the following solution management services:

- (a) a technical help desk for the duration of your contract term;
- (b) remote repair and on-site backup services;
- (c) service assurance described in section 11; and
- (d) software update services.

Proactive managed service tier

9.6 If you select the proactive managed service tier, we will provide you with the following solution management services:

- (a) a technical help desk for the duration of your contract term;
- (b) service assurance commitments described in 10;
- (c) pro-active performance monitoring;
- (d) remote repair services;
- (e) configuration file management services;
- (f) software update services; and
- (g) reporting services.

10 Proactive Managed Service Tier

Eligibility

10.1 You may only select the proactive managed service tier if you acquire the following services directly from us in respect of each of your relevant IP telephony sites:

- (a) an IP WAN service or IP MAN service;
- (b) maintenance services (described in section 13);
- (c) an eligible access service approved by us; and
- (d) our Managed WAN or Managed Data Network service (in each case, with, at a

Telstra Unified Communications Solution Section

minimum, our "standard" or "comprehensive" service tier for Managed WAN or our "proactive" service tier for Managed Data Network).

- 10.2 You may also need to increase the size of your network management link in order to receive all of the services offered by us under the proactive managed service tier. You understand that additional charges may apply to any increase in the size of your network management link. We will tell you if any increase in the size of your network management link is required.
- 10.3 If your IP WAN, IP MAN, Managed WAN, Managed Data Network or access service is transferred, cancelled, disconnected or suspended for any reason (whether temporarily or permanently), we can immediately suspend or cancel your Telstra Unified Communications Solution.

Your Obligations

- 10.4 You must tell us before you make any changes to your equipment or network (including if you want to install new software, vary your equipment configuration or change your network in any other way). You understand that any of these changes may impact our ability to provide the Telstra Unified Communications Solution to you and/or our ability to meet our service assurance commitments.
- 10.5 You understand that we may charge you an additional fee if we are required to repair any fault or damage to your equipment or solution which is caused by a change you make.

Technical Help Desk

- 10.6 We will operate a help desk for your solution 24 hours a day, 7 days a week. Your authorised personnel can report incidents to our help desk at any time.
- 10.7 The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution. The help desk will record and manage all reported incidents to resolution.
- 10.8 You may nominate up to ten authorised personnel who may contact the help desk at any time. You may change your nominated personnel at any time by telling us in writing.
- 10.9 The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users. We can, at your request, provide end-user support at an additional charge.

Service Assurance

- 10.10 We will monitor your IP telephony network continuously if you choose the proactive management service tier.

Telstra Unified Communications Solution Section

10.11 In the event of an incident or an alarm, we will originate a trouble ticket, investigate the incident and assign a severity level based on the table below.

10.12 Once we have assigned a severity level, we will then aim to meet the service assurance targets outlined in the table below.

Severity Level	Target Response Time	Target Restoration Time	Target Status Reports
<p>Severity 1 *</p> <ul style="list-style-type: none"> Your solution is unavailable or is very seriously impaired; and There is a critical impact on your business with all or greater than 60% of end-users unable to make or receive calls. 	30 minutes	6 hours	Every hour
<p>Severity 2 **</p> <ul style="list-style-type: none"> Your solution is seriously impaired; and There is a major impact on your business with more than 25% of end-users unable to make or receive calls. 	30 minutes	12 hours	Every 3 hours
<p>Severity 3 **</p> <ul style="list-style-type: none"> Your solution has an issue that requires attention; and There is an impact on your business with less than 25% of end users impacted. 	30 minutes	24 hours	Every 8 hours
<p>Information</p> <ul style="list-style-type: none"> You require technical information or assistance in relation to your solution. 	2 hours	Not applicable	Not applicable
<p>NOTES:</p> <p>1) * Severity 1 incident target times commence from the time the trouble ticket is initiated in our systems.</p> <p>2) ** Severity 2 and 3 Incident target times commence from the time the trouble ticket is initiated in our systems with the understanding that the incident target times for Severity 2 and 3 incidents are based on Business Hours and do not apply outside of Business hours.</p>			

Telstra Unified Communications Solution Section

- 10.13 If we determine that an on-site visit is required to resolve an incident, the target restoration times described in the table above will only apply to incidents relating to your metropolitan sites. Your metropolitan sites are sites which are either:
- (a) located in a metropolitan area (being any area within 50 kilometres of a capital city in any Australian state or territory); or
 - (b) located outside a metropolitan area but located within 50 kilometres of a Telstra data service centre. We will tell you where our relevant Telstra data service centres are located when we prepare your site schedule.
- 10.14 If you have any sites which are not metropolitan sites (as described in 10.13 above) and we determine that an on-site visit to one of those sites is required in order to resolve an incident, the target restoration time that will apply will be listed in your site schedule (or we may tell you our target restoration time at the time of the incident or otherwise).
- 10.15 You understand that we will not be able to meet our target restoration times unless the server platforms and on-site configuration files are readily available.
- 10.16 Telstra Unified Communications Solution may have scheduled maintenance outages which may cause temporary loss of some or all of the functions of the Telstra Unified Communications Solution. We will wherever possible schedule maintenance outages to occur after our standard Business Hours on an as-needs basis. These outages may affect the operation of your solution or network and/or our ability to monitor your network and detect network issues during the outage. You can request information about scheduled maintenance outages from our help desk.
- 10.17 While we use reasonable care in providing the Telstra Unified Communications Solution, emergency outages may occur and may be scheduled at any time (for example, due to a power outage at an exchange or if there are deficiencies in the software that cause security risk). We may not always be able to provide you with prior notice of these before they occur but will do so where we reasonably can. Emergency outages may affect the operation of your solution or network and/or our ability to monitor your network and detect network issues during the outage.

Minimum Requirements for Service Assurance

- 10.18 You must acquire equipment maintenance services (described in section 13) with the following maintenance support level and equipment maintenance coverage hours for each item of equipment you purchase or rent from us in connection with Telstra Unified Communications Solution:
- (a) for critical equipment you must select our on-site 2 hour maintenance support level with 24x7 equipment maintenance coverage hours (as described in 13.12 below); and

Telstra Unified Communications Solution Section

- (b) for non-critical equipment you may select an on-site or back-to-base maintenance support level of 2 hours, 4 hours or next business day with 8x5 or 24x7 equipment maintenance coverage hours.

10.19 It is your responsibility to tell us which services or area of your business is critical to your business operations. If:

- (a) you do not tell us that a service or area of your business is critical to your business operations during our design of your solution; and
- (b) a fault or technical difficulty associated with that equipment results in a severity level 1 or severity level 2 incident (as described in 10.12 above),

you understand that we may not be able to meet our service assurance commitments.

Configuration file management services

10.20 We will provide you with an on-site back-up copy of your equipment configuration. If there is any change to the software used in connection with your equipment, we will store the latest version of the configuration file and log it with the current version number. We will take control of the configuration file of managed equipment in your network (except during commissioning) and you cannot make any changes to or load other applications on that equipment.

10.21 If you acquired your Service prior to 18 March 2014, we will also store an off-site back-up copy of your equipment configuration. We will endeavour to update the off-site back-up copy once a month.

10.22 We will restore the most recent configuration file that was stored to any device (that we manage as part of Telstra Unified Communications Solution) that needs replacing.

10.23 We will perform configuration file management services between our standard Business Hours unless we agree otherwise with you. You understand that additional charges may apply if you require us to perform services outside our standard Business Hours.

10.24 Software Updates and Software Upgrades. From time to time, the equipment manufacturer will provide software updates in the form of patches. We will assess any patches provided by the equipment manufacturer and we may apply them to your equipment at our discretion.

10.25 It is your responsibility to assess whether any new software upgrades or versions provided by the equipment manufacturer are suitable for your business. However, you must (at your cost) maintain current software versions on your equipment at all times. Current software versions include the most recent general release version of the software that has been accredited by us and the two previous general release versions of that software that have been accredited by us. A list of software versions that have been accredited by us

Telstra Unified Communications Solution Section

can be [provided](#) on request.

10.26 If you fail to maintain current software versions on your equipment, you understand that:

- (a) we may not be able to provide all aspects of Telstra Unified Communications Solution to you;
- (b) we may be unable to meet our service assurance commitments; and
- (c) we may increase the charges you are required to pay us for Telstra Unified Communications Solution. We will tell you before this happens.

10.27 You understand that we will charge you an additional amount to install new software versions. We will agree the additional amount with you before we do so.

10.28 In addition to any on-site visits we require to install any new software versions as described in section 10.27, we may at our discretion attend your sites up to four times each year to perform software updates. We will agree an appropriate time with you and notify you of the applicable additional on-site charges before we attend your sites.

10.29 You understand that the implementation of a software update may result in a service outage. We will notify you in advance of any planned service outage. Any service outage which results from a planned software update is excluded from the service assurance target calculation.

10.30 We will perform software updates services during our standard Business Hours unless we agree otherwise with you. You understand that additional charges may apply if you require us to perform services outside our standard Business Hours.

Reporting Services

10.31 If you subscribe to our proactive management service tier we will provide you with web-based reporting services which provide access to:

- (a) monthly reports which detail the activities of our help desk (including details of your closed trouble tickets, closed system alarms, closed planned interruptions and completed minor service changes and any applicable charges);
- (b) regular scheduled voice quality reports; and
- (c) regular scheduled equipment health reports relating to the performance of your solution.

10.32 You will be assigned a username and a password by the help desk to enable you to access the web-based reporting services.

10.33 Our web-based reporting services do not include an analysis or interpretation service.

Telstra Unified Communications Solution Section

However, these services are available as an optional subscription service at an additional charge as described in 10.34.

- 10.34 At your request, if you subscribe to our proactive management service tier, we can provide you with a monthly predictive management report which analyses and interprets the reports provided to you as part of Telstra Unified Communications Solution. Your monthly predictive management report will analyse the status of your solution and will classify your solution according to categories described in the table below. You understand that additional charges will apply to this service.

	Green	Blue	Orange
Network status (“health”)	Performing within normal operational parameters. No issues of concern identified.	Average performance within normal operational parameters. Minor issues of concern apparent.	Performance affected significantly. Issues identified where changes are recommended.
Report format	1-2 page summary showing performance statistics in a tabular form based on the top 20 elements by volume.	1-2 page summary. showing performance statistics in a tabular form based on the top 20 elements by volume	Written analysis and evaluation.
Executive summary	x	x	✓
Purpose	x	x	✓
Scope	x	x	✓
IP-VPN access	✓	✓	✓
PSTN/ISDN network access	✓	✓	✓
Server performance and status	x	✓	✓
Recommendations, including dimensioning, traffic classification	x	x	✓
Other Actions	N/A	Our reporting team will liaise internally with our assurance team managers in relation to any appropriate action or monitoring.	We will recommend IP telephony and network changes or methods of coping with current performance concerns.

Telstra Unified Communications Solution Section

11 Reactive Managed Service Tier

Eligibility

- 11.1 You may only select a reactive managed service tier if you acquire directly from us maintenance services (described in section 13) in respect of each of your relevant IP telephony sites.

What you need to provide to us

- 11.2 You may only select the reactive managed service tier if you provide us with a remote access method that provides connection to the equipment being managed. The remote access method must be approved by us and be capable of access by us at any time.

Your Obligations

- 11.3 You must tell us before you make any changes to your equipment or network (including if you want to install new software, vary your equipment configuration or change your network in any other way). You understand that any of these changes may impact our ability to provide the Telstra Unified Communications Solution to you and/or our ability to meet our service assurance commitments.
- 11.4 You understand that we may charge you an additional fee if we are required to repair any fault or damage to your equipment or solution which is caused by a change you make.

Technical Help Desk

- 11.5 We will operate a help desk for your solution 24 hours a day, 7 days a week. Your authorised personnel can report incidents to our help desk at any time.
- 11.6 The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution. The help desk will record and manage all reported incidents to resolution.
- 11.7 You may nominate up to five authorised personnel who may contact the help desk at any time. You may change your nominated personnel at any time by telling us in writing.
- 11.8 The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users. We can, at your request, provide end-user support at an additional charge.

Service Assurance

- 11.9 If you notify us of an incident or an alarm after we commission your solution, we will:

Telstra Unified Communications Solution Section

- (a) originate a trouble ticket;
- (b) investigate the incident and assign a severity level based on the table below;
- (c) respond to the incident in accordance with the service assurance target outlined in the table below; and
- (d) endeavour to resolve the incident remotely.

Severity Level	Reactive Managed Target Response Time
<p>Severity 1*</p> <ul style="list-style-type: none"> • Your solution is unavailable or is very seriously impaired; and • There is a critical impact on your business with all or greater than 60% of end-users unable to make or receive calls. 	30 minutes
<p>Severity 2**</p> <ul style="list-style-type: none"> • Your solution is seriously impaired; and • There is a major impact on your business with more than 25% of end-users unable to make or receive calls. 	60 minutes
<p>Severity 3**</p> <ul style="list-style-type: none"> • Your solution has an issue that requires attention; and • There is an impact on your business with less than 25% of end users impacted. 	90 minutes
<p>NOTES:</p> <p>1) * Severity 1 incident target times commence from the time the trouble ticket is initiated in our systems.</p> <p>** Severity 2 and 3 incident target times commence from the time the trouble ticket is initiated in our systems with the understanding that the incident target times for Severity 2 and 3 incidents are based on Business Hours and do not apply outside of Business Hours.</p>	

Telstra Unified Communications Solution Section

- 11.10 If we determine that an on-site visit is required to resolve an incident, we will manage the incident to resolution.
- 11.11 You understand that we will not be able to resolve the incident unless the server platforms and on-site configuration files are readily available. We will endeavour to update the on-site back-up copy of the configuration files once a month.
- 11.12 Telstra Unified Communications Solution may have scheduled maintenance outages which may cause temporary loss of some or all of the functions of Telstra Unified Communications Solution. We will wherever possible schedule maintenance outages to occur after our standard Business Hours on an as-needs basis. You can request information about scheduled maintenance outages from our help desk.
- 11.13 While we use reasonable care in providing the Telstra Unified Communications Solution, emergency outages may occur and may be scheduled at any time (for example, due to a power outage at an exchange or if there are deficiencies in the software that cause security risk). We may not always be able to provide you with prior notice of these before they occur but will do so where we reasonably can. Emergency outages may affect the operation of your solution or network.

Minimum Requirements for Service Assurance

- 11.14 You must acquire equipment maintenance services (described in section 13) with an agreed maintenance support level and equipment maintenance coverage hours for each item of equipment you purchase or rent from us in connection with Telstra Unified Communications Solution.
- 11.15 You understand that our ability to offer service assurance may rely on third party suppliers. If a third party supplier withdraws or discontinues support (end of support) we will notify you and give you an opportunity to purchase equipment that we can support.
- 11.16 It is your responsibility to tell us which services or area of your business is critical to your business operations. If:
- (a) you do not tell us that a service or area of your business is critical to your business operations during our design of your solution; and
 - (b) a fault or technical difficulty associated with that equipment results in a incident you understand that we may not be able to meet our service assurance commitments.

Software Updates and Software Upgrades

- 11.17 From time to time, the equipment manufacturer will provide software updates in the form of patches. We will assess any patches provided by the equipment manufacturer and we may apply them to your equipment at our discretion.

Telstra Unified Communications Solution Section

- 11.18 It is your responsibility to assess whether any new software upgrades or versions provided by the equipment manufacturer are suitable for your business. However, you must (at your cost) maintain current software versions on your equipment at all times. Current software versions include the most recent general release version of the software that has been accredited by us and the two previous general release versions of that software that have been accredited by us. A list of software versions that have been accredited by us can be provided on request. If you fail to maintain current software versions on your equipment, you understand that:
- (a) we may not be able to provide all aspects of Telstra Unified Communications Solution to you;
 - (b) we may be unable to meet our service assurance commitments; and
 - (c) we may increase the charges you are required to pay us for Telstra Unified Communications Solution. We will tell you before this happens.
- 11.19 You understand that we will charge you an additional amount to install new software versions. We will agree the additional amount with you before we do so.
- 11.20 In addition to any on-site visits we require to install any new software versions as described in section 11.19, we may at our discretion attend your sites up to four times each year to perform software updates. We will agree an appropriate time with you and notify you of the applicable additional on-site charges before we attend your sites.
- 11.21 You understand that the implementation of a software update may result in a service outage. We will notify you in advance of any planned service outage. Any service outage which results from a planned software update is excluded from the service assurance target calculation.
- 11.22 We will perform software updates services during our standard Business Hours unless we agree otherwise with you. You understand that additional charges may apply if you require us to perform services outside our standard Business Hours. If we determine that an on-site visit is required to resolve an incident we will tell you if we are unable to diagnose and/or resolve any difficulty or fault associated with your solution remotely.

12 Self Managed Service Tier

What you need to provide to us

- 12.1 You may only select the self managed service tier if you provide us with a remote access connection (that is approved by us) to your equipment during deployment and for the first 21 days after we commission your solution.

Telstra Unified Communications Solution Section

Your Obligations

- 12.2 During the first 21 days after we commission your solution, you must not make any changes to your equipment, your network or your solution. You understand that we may charge you an additional fee if we are required to repair any fault or damage to your equipment or solution because you have failed to comply with this obligation.

Technical Help Desk

- 12.3 We will operate a help desk for your solution for a period of 21 days after the date we complete the commissioning of your equipment. For additional site deployments the 21 day support period applies only to the new site equipment and does not extend to previously installed core infrastructure. Your authorised personnel can report an incident to our help desk at any time during this period.
- 12.4 The help desk will be your single point of contact for reporting technical difficulties and faults that are associated with your solution during the first 21 days after we commission your solution. The help desk will record and manage all reported incidents during this time. The help desk will operate between the hours of 8am to 5pm Australian Eastern Standard time, Monday to Friday (excluding public holidays). Additional charges will apply if you require assistance outside these hours.
- 12.5 You may nominate up to three authorised personnel who may contact the help desk during the first 21 days after we commission your solution. You may change your nominated personnel at any time by telling us in writing.
- 12.6 The help desk will not provide end-user support and you must ensure that your end-users do not contact the help desk. It is your responsibility to ensure that you provide support to your end-users.
- 12.7 The help desk will not provide adds, moves and changes during the 21 day support period unless expressly agreed by us on a case by case basis. If we agree to provide any adds, moves or changes, we will advise you of the applicable charges.
- 12.8 The help desk will not provide reporting during the 21 day support period.

Service Assurance

- 12.9 If you notify us of an incident or an alarm during the first 21 days after we commission your solution, we will:
- (a) originate a trouble ticket;
 - (b) investigate the incident and assign a severity level based on the table below;
 - (c) respond to the incident in accordance with the service assurance target outlined in

Telstra Unified Communications Solution Section

the table below; and

- (d) endeavour to resolve the incident remotely.

Severity Level	Self Managed Target Response Time
<p>Severity 1</p> <ul style="list-style-type: none"> Your solution is unavailable or is very seriously impaired; and There is a critical impact on your business with all or greater than 60% of end-users unable to make or receive calls 	30 minutes
<p>Severity 2</p> <ul style="list-style-type: none"> Your solution is seriously impaired; and There is a major impact on your business with more than 25% of end-users unable to make or receive calls. 	60 minutes
<p>Severity 3</p> <ul style="list-style-type: none"> All incidents other than Severity 1 or Severity 2 incidents. 	90 minutes

- 12.10 You understand that we will not support your solution after the 21 day period described in 12.9 above has expired.
- 12.11 We will tell you if we are unable to diagnose and/or resolve any difficulty or fault associated with your solution remotely.
- 12.12 We do not provide equipment maintenance (described in section 13 below) with the self managed service tier. If we tell you we are unable to diagnose or resolve a difficulty or fault remotely, you understand it is your responsibility to arrange on-site maintenance.

13 Equipment Maintenance Services

When you must acquire equipment maintenance services from us

- 13.1 If you have selected the proactive or reactive managed service tiers, you must acquire equipment maintenance services from us in relation to the equipment you purchase or rent from us as part of Telstra Unified Communications Solution (excluding IP telephony handsets) and software maintenance services (which we will describe in the solution

Telstra Unified Communications Solution Section

design we provide you under section 4 above).

- 13.2 You may also acquire equipment maintenance services from us in relation to your IP telephony handsets.

Service Description

- 13.3 You may choose either on-site maintenance services or back-to-base maintenance services. You understand that we only offer back-to-base maintenance for IP telephony handsets.

- 13.4 If you choose on-site maintenance services, we will provide:

- (a) on-site maintenance for your IP telephony equipment (excluding IP telephony handsets) where we are unable to resolve a difficulty or fault associated with your solution by remote access; and
- (b) on-site equipment part replacement and installation (where necessary) for your IP telephony equipment (excluding IP telephony handsets).

- 13.5 To enable us to provide on-site maintenance services, you must provide us or our suppliers with:

- (a) the access to your sites we require;
- (b) a safe working environment;
- (c) reasonable access to your equipment, network, systems, and personnel; and
- (d) all other reasonable assistance.

- 13.6 To enable us to provide on-site maintenance services, you must agree to comply with any customer obligations outlined by the supplier.

- 13.7 You understand that we may not be able to meet our service assurance targets described in 10 and 11 above if you fail to comply with your obligations described in 13.5 and 13.6 above.

- 13.8 If you choose back-to-base maintenance services:

- (a) we will deliver replacement equipment to your site(s) provided that we agree that your IP telephony equipment is faulty. You understand that it is your responsibility to install and commission the replacement equipment; and
- (b) you must promptly return your faulty IP telephony equipment to us (or our supplier) in accordance with our instructions.

Telstra Unified Communications Solution Section

- 13.9 You understand that our on-site maintenance services and back-to-base maintenance services do not support or provide replacement equipment for IP telephony equipment that has been altered, modified, mishandled, destroyed or damaged by:
- (a) natural causes;
 - (b) environmental failures;
 - (c) any failure by you to take any action required;
 - (d) your negligent or wilful acts or omissions;
 - (e) use of your IP telephony equipment other than as specified in any documentation provided by us or our supplier; or
 - (f) the act or omission of a third party.
- 13.10 We may charge you an additional fee if you request on-site maintenance services or back-to-base maintenance services and we determine that your equipment has been altered, modified, mishandled, destroyed or damaged because of an event described in 13.9 above.
- 13.11 We will give you at least 30 days notice if we are no longer able to provide equipment maintenance services for your model of equipment. We will give you an opportunity to purchase equipment that we are able to support.

Equipment Maintenance Support Levels

- 13.12 The maintenance support levels that you can select are described in the tables below.

On-site Maintenance Support Level	Description
2 hours	2 hour target on-site response time
4 hours	4 hour target on-site response time
NBD	Next Business Day target on-site response time
Back-to-Base Maintenance Support Level	Description
2 hours	2 hour target on-site delivery time
4 hours	4 hour target on-site delivery time
NBD	Next Business Day target on-site delivery time

Telstra Unified Communications Solution Section

- 13.13 The maintenance support levels that you select will be set out in your site schedule.
- 13.14 The target on-site response times and on-site delivery times described in the tables above will only apply to your metropolitan sites. Your metropolitan sites are sites which are either:
- (a) located in a metropolitan area (being any area within 50 kilometres of a capital city in any Australian state or territory); or
- a) located outside a metropolitan area but located within 50 kilometres of a Telstra data service centre. We will tell you where our relevant Telstra data service centres are located when we prepare your site schedule.
- 13.15 If you have any sites which are not metropolitan sites (as described in 13.13 above), we will notify you of the target on-site response times and on-site delivery times that will apply to those sites at the time that you request equipment maintenance services.
- 13.16 If you have selected the next business day maintenance support level and you do not purchase or rent on-site spare equipment (or include a standby in your network design requirements), we may not be able to meet our service assurance restoration targets (in sections 10 and 11).

Equipment Maintenance Coverage Hours

- 13.17 The equipment maintenance coverage hours that you can select are described in the table below:

Equipment Maintenance Coverage Hours	Description
24x7	Equipment maintenance services will be provided 24 hours a day, 7 days per week
8x5 Mon-Fri	Equipment maintenance services will be provided between 9am and 5pm, Monday to Friday (excluding public holidays) in the state or territory where your site is located

- 13.18 You understand that we will only provide equipment maintenance services to you during the equipment maintenance coverage hours you select (as set out in your site schedule).

14 Adds, Moves and Changes

Minor adds, moves and changes – no design impact

- 14.1 If you have selected the proactive or reactive managed service tier, you can request an

Telstra Unified Communications Solution Section

add, move or change involving minor work on equipment that cannot be completed by the Customer Group Administrator (or EUS). This includes for example, adding additional licences, registering existing spare devices and adding users or altering the number range at a site. Equipment configuration file changes can be requested via our technical help desk or web access.

- 14.2 Unless we agree otherwise with you, we will perform any add, move or change between our standard Business Hours. The charges that are payable by you for any minor add, move or change will be set out in your agreement with us. If you require us to perform any add, move or change outside of our standard Business Hours additional charges will apply.
- 14.3 We will aim to complete a simple equipment configuration file change within one business day from our receipt of your request (provided we receive your request during our standard Business Hours).
- 14.4 All configuration changes and their associated charge (if applicable) will appear on your monthly help desk activity report.

Minor Network Alterations – complex equipment configuration file changes

- 14.5 You can request complex equipment configuration file changes via your help desk or by web access. We will not implement any complex equipment configuration file changes until you have agreed to those changes (including any applicable charges) in writing.
- 14.6 Complex equipment configuration file changes may include:
- (a) network wide changes requiring project management;
 - (b) requesting us to make more than five simple configuration file changes; and
 - (c) performing minor software upgrades.
- 14.7 All complex equipment configuration file changes and their associated charge (if applicable) will appear on your monthly help desk activity report.
- 14.8 Unless otherwise agreed with you, we will aim to complete a complex equipment configuration file change within seven business day from our receipt of your request.

Major adds, moves and changes

- 14.9 You may request a major add, move or change via our help desk. All requests for a major add, move or change must be provided in writing. On receipt of your written request, we will contact you to discuss your request. We will also estimate the time required to complete your request and any associated charges. We will not implement any major add, move or change until you have agreed to the add, move or change (including any

Telstra Unified Communications Solution Section

applicable charges) in writing.

14.10 Major adds, moves and changes include:

- (d) adding a new device or site to Telstra Unified Communications Solution;
- (e) replacing your equipment;
- (f) relocating Telstra Unified Communications Solution equipment;
- (g) upgrading software or hardware;
- (h) altering Telstra Unified Communications Solution service tiers;
- (i) altering equipment maintenance support arrangements;
- (j) altering equipment rental arrangements;
- (k) altering Telstra Unified Communications Solution service options; and
- (l) cancelling some or all of your managed services.

General

14.11 We will perform an add, move or change during our standard Business Hours unless we agree otherwise with you. You understand that additional charges may apply if you require us to perform services outside our standard Business Hours.

15 Security of the equipment and network

Level of security provided

- 15.1 We will take reasonable care to control electronic access to the equipment by any third party. You are responsible for all other equipment and network security.
- 15.2 Unless otherwise agreed in writing, we will have exclusive access to the login and password for all the equipment we manage.
- 15.3 You may provide us with specific instructions in writing regarding the security of your equipment. We will consider your instructions, but will only be required to implement those instructions if we believe that your instructions are likely to increase security and are reasonable.
- 15.4 You will notify us of any vulnerability scanning and security assessment of your network.

Telstra Unified Communications Solution Section

When we are not responsible

- 15.5 You understand that we are not responsible for any security risk caused by deficiencies in the equipment or the software. However, to reduce your security risk, we may schedule installation of software patches provided by our suppliers.

16 Ownership

Intellectual Property

- 16.1 You understand that we own all intellectual property rights connected with our design of your solution including in any diagrams, management IP addresses and equipment configurations.
- 16.2 We grant you a licence to use any of the items described in 16.1 above solely for the purpose of your use of Telstra Unified Communications Solution and, after the expiry or termination of your minimum contract term, for continuing to manage your IP telephony network.
- 16.3 If you first acquire your Telstra Unified Communications Solution on or after 30 June 2010, you are solely responsible for all Content accessible via or connected to your Telstra Unified Communications Solution, and for arrangements with any third parties to access the Content. For example, you will need to:
- (m) obtain all consents, approvals, licences and permissions required for use of the Content as part of your Telstra Unified Communications Solution, 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; and
 - (n) ensure 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.
- 16.4 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).
- 16.5 You grant us a non-exclusive, royalty-free licence to use, disclose, reproduce and modify

Telstra Unified Communications Solution Section

any Content you provide to us for the purpose of providing your Telstra Unified Communications Solution.

Confidential Information

- 16.6 You understand that any information we supply to you in connection with Telstra Unified Communications Solution is confidential information. You must ensure that you keep any information we supply to you in connection with Telstra Unified Communications Solution confidential. You may only disclose any such information where you are required to do so by law or where it is necessary to enable you to use Telstra Unified Communications Solution (unless you have our prior written consent to do otherwise).

17 Minimum Contract Term

Minimum contract term

- 17.1 If you select the proactive or reactive managed service tier, the minimum contract term for Telstra Unified Communications Solution is 24 months unless otherwise set out in your agreement with us. Your minimum contract term will begin on the date that we begin providing solution management services to you.

Term of your equipment rental agreement

- 17.2 If you rent equipment from us, the term of your rental agreement with us must be the same as the minimum contract term for Telstra Unified Communications Solution. The term of your rental agreement with us must not exceed 36 months.
- 17.3 You may terminate your rental agreement with us on 30 days written notice. If you terminate your rental agreement with us before the expiry of the term of your rental agreement, we may charge you the early termination fee described in section 17.10.
- 17.4 At the expiry of your rental agreement, you must (unless otherwise agreed with us):
- (a) at your cost, return the rental equipment to an address specified by us and provide us with written notice that you have done so (including the address the equipment was delivered to, the date of delivery, the serial number of the equipment, the courier company name and the consignment note number); or
 - (b) purchase the applicable equipment at an agreed purchase price (if we specify that this is possible).
- 17.5 We will continue to charge you for the equipment rental until you either return or purchase the rental equipment.

Telstra Unified Communications Solution Section

Cancelling your Telstra Unified Communications Solution

- 17.6 You may cancel your agreement with us for Telstra Unified Communications Solution at any time. However, you understand that we may require you to pay cancellation fees in accordance with the sections below.
- 17.7 If your agreement with us for Telstra Unified Communications Solution is cancelled or terminated for any reason (other than our material breach) before the commissioning of the equipment at one or more of your sites and we have already ordered the equipment from our supplier, we may require you to pay for any equipment that has been ordered on your behalf. If this happens, you will be entitled to keep any equipment that you pay for.
- 17.8 If your solution management services or equipment maintenance services are cancelled or terminated for any reason (other than our material breach) during your agreement's minimum contract term but after the commissioning of the equipment, we may charge you an early cancellation fee calculated as follows:
- (a) 15% of your solution management services fee multiplied by the number of months (or part of a month) in the remainder of your minimum contract term; and
 - (b) your total equipment maintenance service fees in the previous month multiplied by the number of months (or part of a month) remaining until the next anniversary of the start date of your agreement with us.
- 17.9 You acknowledge that the amounts described in 17.8 above are genuine pre-estimates of the losses we are likely to suffer.
- 17.10 If the equipment rental component of your agreement with us is terminated before the expiry of the applicable minimum contract term for any reason (other than our material breach), we may charge you an early termination charge which is the total rent that would have been payable to us had the equipment rental agreement not been terminated. You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

When your contract ends

- 17.11 At the end of your minimum contract term, we will continue to provide Telstra Unified Communications Solution to you on a month by month basis until:
- (a) you cancel your Telstra Unified Communications Solution by giving us 30 days written notice; or
 - (b) we cancel your Telstra Unified Communications Solution by telling you (in writing).

Telstra Unified Communications Solution Section

18 Limitations on performance

18.1 If you first acquire your Telstra Unified Communications Solution on or after 30 June 2010, you acknowledge that if you use your Telstra Unified Communications Solution with:

- a) an access method or bandwidth allocation that is not specifically included in our solution design (or otherwise expressly authorised by us); or
- b) a wireless service, (wireless services are subject to varying signal strength, congestion, variable delay and data throughput rates and lack voice prioritisation),

this may impact on the availability and quality of your Telstra Unified Communications Solution. You further acknowledge that we are unable to control this degradation in service, which may result in temporary interruptions and packet loss causing possible call disconnection, service degradation, decreased call quality or a loss of functionality.

19 Charges

19.1 The charges for Telstra Unified Communications Solution will be set out in your agreement with us.

20 Special meanings

20.1 The following words have the following meanings:

Business Hours means Monday to Friday (excluding national public holidays) from 8:00am to 6:00pm AEST

Content means data, recordings, music, advertising and information (including opinion).

critical equipment is equipment that we determine is critical to the operation of your solution and any other equipment that you tell us in writing is critical to your business operations. We will agree with you what equipment is critical to your business operations during our design of your solution.

non-critical equipment is any equipment which is not critical equipment.

on-site delivery time is the target time it will take for us to deliver replacement equipment to your site if you have selected a back-to-base maintenance support level. The applicable on-site delivery time starts from the time that we (or our supplier) agrees that replacement equipment is necessary.

on-site response time is the target time it will take for our field engineer to arrive at your

Telstra Unified Communications Solution Section

site to perform on-site maintenance services. The on-site response time starts from the time that we (or our supplier) agrees that on-site maintenance is required to fix a fault.

software updates are software patches applied to correct faults, software bugs or security vulnerabilities, but do not include upgrades to the functionality or features of the software.

software upgrades refer to an upgrade to the features or functionality of the software and are normally referred to as system version upgrades.

target response time is the target time it will take us to advise you that an incident has occurred and that we have commenced action to resolve it. The response time starts from the time we originate a trouble ticket for that incident.

target restoration time is the target time it will take us to resolve an incident either by enacting a permanent solution, workaround or informing you that the incident is not able to be fixed by us. The restoration time starts from the time the time we originate a trouble ticket for that incident.

target status reports is the target frequency with which we will endeavour to provide you status reports on our progress in resolving an incident.

Telstra Unified Communications Solution may include the supply of equipment, software, services, deployment and solution management, as set out in this Telstra Unified Communications Section of Our Customer Terms.