

OUR CUSTOMER TERMS

PART B – TELSTRA MANAGED VOICE SERVICE (NON-CURRENT PLANS)



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Certain words are used with the specific meanings set out under clause 6 and in the General Terms of our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

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1 ABOUT THE TELSTRA MANAGED VOICE SERVICE SECTION

Our Customer Terms

- 1.1 This is Part B – Telstra Managed Voice Service (Non-current plans) 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 this Telstra Managed Voice Service section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this 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.

Availability

- 1.5 This Part B applies to customers who signed up to their managed voice service prior to 14 October 2009. If you acquired a Telstra Managed Voice service on or after 14 October 2009, [Part A – Telstra Managed Voice Service](#) section of Our Customer Terms will apply to your Telstra Managed Voice service.

2 MANAGED VOICE SERVICE

- 2.1 The Managed Voice Service provides:

- (a) for the Telstra IP Telephony ("TIPT") service, end-to-end management and support for TIPT;
- (b) for the Managed IP Telephony ("MIPT") service, reactive service support for your Telecommunications Services and Equipment; and
- (c) otherwise – end-to-end management and support for your Telecommunications Services and Equipment,

at your Premises within Australia.

- 2.2 The Managed Voice Service comprises the following services (described below):

- (a) Incident Management;
- (b) Problem Management;
- (c) "How to" Support;
- (d) Configuration Management;

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- (e) Provisioning and Activation;
- (f) Liaising with your Suppliers;
- (g) Standard Invoicing;
- (h) Service Level Management;
- (i) Reporting; and
- (j) Installs, Adds, Moves and Changes ("IMACs").

2.3 If you ask us to, we may provide you with the following optional services (as described in clauses 3 and 4) for an additional charge to be agreed:

- (a) Equipment Maintenance;
- (b) Equipment Supply and Installation.

2.4 The following services are not included in the Managed Voice Service:

- (a) management and support for mobile telephones;
- (b) management and support for conferencing services;
- (c) running of call centres;
- (d) maintenance of telephone handsets that we do not maintain under these terms or any other agreement;
- (e) applications/scripting on peripheral devices that are connected to the equipment/software located on your Premises (such as voicemail, Interactive Voice Response, ACD management platforms and call accounting systems);
- (f) procurement of hardware and software or equipment unless you have chosen to receive Equipment Supply and Installation;
- (g) building cabling plant;
- (h) equipment management and support of hardware and software and equipment (other than for the Equipment);
- (i) provision of utility services, such as electricity;
- (j) maintenance of external batteries and power devices that are not attached to equipment we maintain under these terms;
- (k) system integration except where Equipment Supply and Installation is available and you have chosen to receive it;
- (l) any network rationalisation, upgrade or conditioning (including, but not limited to, QoS, PoE, VLAN or network redesign);
- (m) provisioning or support for any desktop application;

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- (n) LAN, WAN or MAN cabling or maintenance;
- (o) security management;
- (p) for MIPT - patch management and application of patches; and
- (q) for MIPT - proactive service monitoring and alarming.

How will we provide the Managed Voice Service?

2.5 You may order the Managed Voice Service from us. We will provide you with the Managed Voice Service according to these terms and the Procedures Manual for each Premises for the agreed term ("Managed Voice Service Term") from the applicable Managed Voice Start Date.

Transition Planning and Management

2.6 We will plan and manage:

- (a) for TIPT - the implementation of the Managed Voice Service at each of your Premises; and
- (b) otherwise - the migration of each of your Premises to the Managed Voice service, as set out below.

2.7 At our request, you will provide us with:

- (a) network diagrams;
- (b) information relevant to your Telecommunications Services, Premises and Equipment, including the number of Standard Ends which are to be migrated, and you will ensure that this disclosure does not put you in breach of any duty of confidentiality that you owe to any third party; and
- (c) all necessary assistance to enable us to collect the information we require to create a transition plan and provide the Managed Voice Service.

2.8 Once you have supplied us with all the necessary information and assistance referred to above, we will provide you with a transition plan that includes:

- (a) a description of the equipment and operations being transitioned;
- (b) the transition procedures;
- (c) a detailed description of our and your roles and responsibilities during the transition;
- (d) key milestones and dates; and
- (e) the acceptance procedure to confirm that the migration is complete.

2.9 When the transition plan has been agreed, we will migrate the management of your voice services according to the transition plan.

2.10 As part of transition planning and management we will:

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- (a) carry out an assessment of your telecommunications lines and network connections, equipment, software, tapes and infrastructure records; and
- (b) try to minimise disruption to services being migrated.

- 2.11 If the transition plan shows a positive or negative variation in the number of Standard Ends in your Network, equal to or greater than 15% from the number of Standard Ends you notified to us prior to transition, we will change the scope of your Managed Voice Service and the charges, accordingly. If you dispute our change to the scope or pricing of your Managed Voice Service under this clause, the parties will use best endeavours to resolve the dispute according to these terms.
- 2.12 During the period in which we provide transition planning and management for the first Premises, we will provide you with a Procedures Manual for your review. We will incorporate your reasonable comments to finalise an agreed Procedures Manual. For any subsequent Premises, we will make any required amendments to the Procedures Manual relating to the additional Premises for your review, and incorporate your reasonable comments.
- 2.13 We will not provide or purchase any equipment, software or hardware upgrades as part of the transition planning and management, unless Equipment Supply and Installation is available and you have chosen to receive it.
- 2.14 Transition planning and management for each Premises will end when the acceptance procedure, set out in the Procedures Manual, is completed for that Premises.

Dispute Resolution

- 2.15 You and we agree to use best endeavours to resolve in good faith any dispute concerning these terms. Each party must follow the procedures in these terms before starting arbitration or court proceedings (except for urgent injunctive or declaratory relief).
- 2.16 If a dispute arises between you and us that cannot be resolved promptly between our contact person and your contact person, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within seven days of the notice (or another agreed period) to try and resolve the dispute.
- 2.17 If the dispute remains unresolved, the parties must try to resolve it by mediation administered by the Australian Commercial Disputes Centre according to its Mediation Guidelines.

Service Desk

- 2.18 We will provide you with the following to contact the Service Desk:
- (a) a dedicated 1800 telephone number, which we will answer as the Service Desk of your organisation's name;
 - (b) at your request, an email address and/or a fax number; and
 - (c) access to our Managed Voice Service web portal if we make such a portal available.
- 2.19 Our Service Desk is your first point of contact for reporting Incidents and making Service Requests.
- 2.20 Our Service Desk will:

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- (a) provide job reference numbers to Authorised Users;
- (b) make an initial assessment of each Incident and Service Request and, if appropriate, attempt to resolve the Incident or satisfy the Service Request, or refer it to the next level of support, as set out in the Procedures Manual;
- (c) provide Authorised Users with updates on Incidents and Service Requests;
- (d) maintain a list of your representatives authorised to contact the Service Desk on your behalf; and
- (e) close Incidents or Service Requests after confirming that the Authorised User is satisfied that the Incident has been fixed or that the Service Request has been completed.

2.21 The Service Desk will operate during Business Hours, except that Incidents may be reported at any time (24 x 7 x 365). Matters reported outside of Business Hours which are not Incidents will be actioned on the next Business Day.

2.22 Any Managed Voice Service you require to be performed outside of the applicable Service Desk coverage hours will be subject to agreement and additional charges.

Incident Management

2.23 We will:

- (a) receive and record Incidents reported by Authorised Users to the Service Desk;
- (b) either co-ordinate or conduct the detection, investigation and diagnosis of Incidents;
- (c) assign the priority level of Incidents according to the levels set out below;
- (d) co-ordinate the restoration and recovery of your Network for the resolution of Incidents;
- (e) liaise with you and, to the extent applicable, our Suppliers and your Suppliers;
- (f) close Incidents; and
- (g) create Incident history reports, (“Incident Management”).

2.24 The Service Desk will assess the Incident and assign the appropriate Priority Level, as follows:

PRIORITY LEVEL ONE	PRIORITY LEVEL TWO	PRIORITY LEVEL THREE
A critical service is unavailable to you or it is very seriously impaired by the Incident. The impact on your business is severe with many Authorised Users unable to perform their	A critical service is impaired by the Incident. There is a major impact on your business.	All Incidents other than Priority Level One Incidents or Priority Level Two Incidents.

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<p>normal work.</p> <p>You have no readily available alternative way of performing normal work.</p>	<p>Many Authorised Users have difficulty performing their normal work.</p>	
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- 2.25 We may conduct Incident Management either remotely or by attending your Premises.
- 2.26 If you retain your own Suppliers for the provision of Telecommunications Services or Equipment maintenance, and Incidents relate to the services provided by that Supplier, the Service Desk may, where possible, liaise with and assist your Supplier according to these terms, until the Incident is resolved.
- 2.27 If resolution of the Incident requires maintenance of your Equipment, we will provide Equipment Maintenance, if you have chosen to receive that service, or we will liaise with your Supplier according to these terms.

Problem Management

- 2.28 We will:
 - (a) investigate Incident patterns;
 - (b) classify Problems by cause, type, category and impact;
 - (c) identify root causes of Problems and diagnose Problems;
 - (d) use diagnostic aids to search for Problem resolution;
 - (e) initiate, or recommend, corrective action for the Problem, as appropriate;
 - (f) notify you of Problems being investigated;
 - (g) notify you of the corrective actions taken by us to address Problems; and
 - (h) maintain Problem histories and action reports, (“Problem Management”).
- 2.29 For:
 - (a) TIPT - we are only responsible for Problems that related to your TIPT service;
 - (b) MIPT - we are only responsible for Problems that related to your MIPT service; and
 - (c) otherwise - we are not responsible for:
 - (i) Problems that relate to Equipment (excepted as provided for in clauses 3 or 4) or Premises; or
 - (ii) implementation of hardware or software upgrades, or other major infrastructure work, even if they are identified as the appropriate corrective action for a Problem, unless we agree in writing to do this.

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2.30 If we identify a Problem relating to intrinsic deficiencies in your infrastructure, we may advise you of our findings and any recommendations for your consideration. On your request, we will provide a scope of work that will be subject to your agreement.

“How to” Support

- 2.31 The Service Desk will respond to inquiries from Authorised Users relating to use of the functionality and performance of the relevant voice service and any Supported Equipment (“How to” Support).
- 2.32 If our Service Desk cannot provide an immediate response to an inquiry for “How to” Support, the Service Desk will try to address the inquiry within one complete Business Day.
- 2.33 “How to” Support excludes handsets and other equipment that is not Supported Equipment.

Configuration Management

2.34 We will identify, track and record changes in:

- (a) for TIPT - your TIPT service;
- (b) for MIPT - your MIPT service; or
- (c) otherwise - your Equipment,

by collecting and updating the configuration information relating to:

- (d) your Network, including Network diagrams and dial plan;
- (e) (other than for TIPT or MIPT) your Equipment, including make, model and number of your Equipment (excluding handsets) and Equipment Maintenance support hours; and
- (f) your Telecommunications Services supplied by us, including:
 - (i) each Telecommunications Service by its Full National Number (“FNN”);
 - (ii) Telecommunications Service type;
 - (iii) Premises details for the Telecommunications Service; and
 - (iv) ACD configuration and Interactive Voice Response menu structures, if applicable,

(“Configuration Management”).

Provisioning and Activation

- 2.35 The Service Desk will manage and coordinate your Service Requests to order, change and disconnect your Telecommunication Services supplied by us, by:
- (a) providing end-to-end management of your request;
 - (b) administering and lodging our order forms on your behalf or referring you directly to our service area responsible for provisioning your order;

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- (c) liaising with our other service areas to schedule appointments with you;
- (d) liaising with our technical areas, as needed;
- (e) tracking progress of your request;
- (f) providing you with updates on status of your request;
- (g) confirming completion and close of your request; and
- (h) updating your configuration records following completion of your request.

Liaising with your Suppliers

2.36 At our discretion, we agree to liaise with your Suppliers, to the extent reasonably required by us, to provide the Managed Voice Service, including co-ordination of your Suppliers that provide any of your Telecommunications Services and maintenance of Equipment, provided that:

- (a) you have notified us in writing that you require us to liaise with those Suppliers;
- (b) you have notified your Suppliers of our role as provider of the Managed Voice Service; and
- (c) each of your Suppliers provides us with their reasonable co-operation and assistance to enable us to provide the Managed Voice Service.

2.37 Liaising with and assisting your Suppliers is at our discretion, and management of your Suppliers' performance remains your responsibility.

Standard Invoicing

2.38 We will invoice you for the charges for the Managed Voice Service from the First Managed Voice Start Date.

2.39 We will include the charges for the Managed Voice Service on the invoices for your Telecommunications Service, or we may invoice you for the Managed Voice Service separately. However, Managed Voice Service charges may not always be included in the consolidated invoices for other services provided by us.

Service Level Management

2.40 From the First Managed Voice Start Date, we will:

- (a) try to meet the Service Levels;
- (b) identify and monitor the performance of the Managed Voice Service against the Service Levels;
- (c) escalate any failure to meet the Service Levels according to the Procedures Manual; and
- (d) assess the effect of infrastructure changes on performance of the Managed Voice Service against the Service Levels.

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2.41 We will participate in meetings with you to:

- (a) review our provision of the Managed Voice Service against the Service Levels;
- (b) identify areas for improvement in our provision of the Managed Voice Service; and
- (c) agree actions to improve our provision of the Managed Voice Service and review our performance against those actions.

Service Levels

2.42 The Service Levels are measured over each billing month, during the Service Desk hours of operation. All Service Levels are targets only.

2.43 The Service Levels for Telecommunications Services are as set out in the applicable agreement or section of Our Customer Terms. The Service Levels for Equipment are as set out below.

Service Desk Incidents

2.44 The Service Levels for Service Desk Incidents, for Equipment, are as set out in the following table:

AREA	RESPONSE TIME		
	PRIORITY LEVEL ONE	PRIORITY LEVEL TWO	PRIORITY LEVEL THREE
Metro	1 hour	2 hours	4 hours
Regional	1 hour	2 hours	4 hours
Remote	1 hour	2 hours	4 hours

Soft IMAC Completion Times

2.45 The Service Levels for Soft IMAC Completion Times, for Equipment, are as set out in the following table:

Simple Soft IMACs	Two (2) complete Business Days
Complex Soft IMACs	Five (5) complete Business Days

2.46 Soft IMAC completion time is measured from the time the Service Desk records your complete IMAC request to the time the Service Desk closes the IMAC request (as set out in these terms) or to the time the Service Desk has made reasonable efforts to close the IMAC request (whichever happens first).

2.47 A request containing a mix of Simple Soft IMACs, Complex Soft IMACs, Hard IMACs and IMACs will be logged as separate requests, for the purpose of managing and tracking the Service Levels, unless service interdependencies exist, in which case:

- (a) for TIPT - the Service Levels applicable to the IMAC (if any); or
- (b) otherwise - the Complex Soft IMACs Service Level,

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will apply to the total request.

Hard IMAC Completion Times

2.48 The Service Levels for Hard IMAC completion times are as set out in the relevant section of Our Customer Terms.

2.49 Hard IMAC completion times are measured from:

- (a) the time Service Desk records your complete IMAC request for Hard IMACs in Metro areas; or
- (b) the time you agree to the additional travel and accommodation charges for Hard IMACs in Regional or Remote areas,

to the time the Service Desk closes the IMAC request, as set out in these terms or to the time the Service Desk has made reasonable efforts to close the IMAC request (whichever happens first).

2.50 A request for a Hard IMAC with different Service Levels options nominated will be logged as individual requests, for the purpose of managing and tracking the Service Levels, unless service interdependencies exist, in which case, the Service Desk and the Authorised User will agree to a single Service Level option.

2.51 For your Telecommunications Service (if we provide a Telecommunications Service to you), the applicable service level set out in the applicable agreement or Our Customer Terms will apply.

Service Level Exclusions

2.52 The following events are excluded from the calculation of the Service Levels:

- (a) Incidents and Service Requests that are not notified to the Service Desk as the first point of contact;
- (b) Priority Level One Incidents notified to the Service Desk by email, fax, or web portal, rather than by telephone;
- (c) scheduled down times for the Telecommunications Services;
- (d) our scheduled maintenance down times for our Managed Voice Service including Service Desk maintenance and down time of the Network to conduct IMACs;
- (e) any action or inaction by us at your direction, against our reasonable advice, such as a failure to refresh or upgrade software or equipment;
- (f) where you have not complied with your obligations under these terms or the Procedures Manual;
- (g) delays caused by you or a third party, including any delay caused by us seeking your or a third party's approval or authorisation;
- (h) work undertaken by your Suppliers or a third party;

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- (i) IMACs;
- (j) additional work, whether carried out these terms or otherwise;
- (k) any Incident or Problem relating to your Network infrastructure or equipment, unless we:
 - (i) provide your Telecommunications Service; and
 - (ii) maintain your Network infrastructure or equipment for you; and
- (l) any events not within our reasonable control.

Reporting

2.53 We will provide you with:

- (a) a standard monthly report that sets out our Service Level performance and your use of the Service Desk; and
- (b) a monthly inventory report detailing the number of Standard Ends in operation.

2.54 At your request, we agree to provide you with non-standard reports, with the scope agreed between you and us, at your additional cost.

Installs, Moves, Adds, and Changes (IMACs)

2.55 We will manage your Authorised Users' Service Requests to install, move, add, change, remove, upgrade, delete, reconfigure and relocate your Equipment ("IMACs").

2.56 We may provide IMACs:

- (a) for TIPT - as follows:
 - (i) "Simple Soft IMACs" (as set out below);
 - (ii) Hard IMACs" (as set out below); and
 - (iii) IMACs which include:
 - (A) "Major Changes"; and
 - (B) "Minor Changes",as set out below; and
- (b) otherwise:
 - (i) remotely ("Soft IMACs"), incorporating:
 - (A) "Simple Soft IMACs"; and
 - (B) "Complex Soft IMACs",

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as set out below;

- (ii) by attending your Premises (“Hard IMACs”); and
- (iii) by IMACs which includes:
 - (A) “Soft IMAC Projects”, set out below; and
 - (B) “Hard IMACs”.

Simple Soft IMACs

2.57 A Simple Soft IMAC is an addition, modification or deletion of any of the features listed in the table below. It excludes changes to ACD, Group Hunt, UCD and Group Intercom features. All charges for Simple Soft IMACs are included in the Managed Voice Service charges.

SIMPLE SOFT IMACs		
Auto Handsfree	Call Transfer	Key Set Music on Hold
Auto Line	Call Waiting	Last Number Redial - Analogue
Autodial	Call Waiting Delay	Last Number Redial - Digital
Busy Lamp Field	Call Waiting Exempt	Make Set Busy
Call Fwd Busy	Call Waiting Intragroup	Make Set Busy Intragroup
Call Fwd Busy Block External	Call Waiting Originating	Malicious Call Hold - Digital
Call Fwd Busy Block Internal	Calling Line Identification	Message Waiting
Call Fwd Busy Universal	Cancel Call Waiting	Message Waiting Indication
Call Fwd Don't Answer	Change of Class of Service at station level	Message Waiting Query
Call Fwd Don't Answer External	Conference	Name Display on Digital Set
Call Fwd Don't Answer Internal	Cut Off on Disconnect	No Double Connect
Call Fwd Don't Answer Universal	Denied Incoming Calls IBN	Originating Line Select
Call Fwd Don't Answer Variable Time	Denied Origination	Query Time and Date
Call Fwd Fixed	Directed Call Park	Ring Again
Call Fwd Intragroup	Directed Call Pickup Barge-in	Speed Call - Long List
Call Fwd per Key	Directed Call Pickup Barge-in Exempt	Speed Call - Short List
Call Fwd Universal	Directed Call Pickup Non Barge-in	Speed Call User
Call Hold	Executive Busy Override	Terminating Line Select
Call Park	Executive Busy Override Exempt	Three Way Conference
Call Pick Up	Executive Message Waiting	

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Complex Soft IMACs

2.58 A Complex Soft IMACs is an addition, modification or deletion of any of the features listed in the table below. It excludes route changes, queue scripting, establishment of new groups and addition of new queue slots.

COMPLEX SOFT IMACS		
ACD Night Service Key	Directory Number Hunt	Key Short Hunt
ACD Not Ready	Display Agent Status Key	Line Hunt Overflow on DN
ACD Supervisor	Display Que Status	Line Hunt Overflow to Route
Agent Status Lamp	Display Que Threshold	Line of Business
Answer Agent	Distinctive Ringing Line Option	MDN Ring Fwd
Answer Emergency Key	Emergency Key (ACD Agent)	Multiple Appearance Directory Number
Business Set Camp On	Forced Agent Availability	Multiple Line Hunt
Call Agent	Group Intercom	Mute
Call Supervisor	Group Intercom All Calls	Observ Agent
Call Fwd Simultaneous	Intercom	Softkey
Circular Hunt	Handsfree	Softkey Display
Controlled Interflow	Handsfree Mute	Stop Hunt
Directory Line Hunt	Hold	

2.59 We may charge you a fee-for-service for any Complex Soft IMACs performed by us (as set out in the "Other work we do for you" section of the Basic Telephone Service Section of Our Customer Terms at <http://telstra.com.au/customer-terms/business-government/fixd-line/bus-general/>).

Soft IMAC Projects

2.60 A Soft IMAC Project includes any of the changes listed in the table below:

ACD parameter at customer group or PIN number level	Additional Supplementary numbers for existing ACD group	New Automatic Call Distribution Group
Additional ACD/UCD group for existing Customer Group	Additional features to existing Groups	Simplified Message Desk Interface
Additional codes to existing group	Any change to existing Customer Group dial plan	Station Specific Authcode
Additional login code to existing Groups	Any Customer Group/handset audit	Uniform Call Distribution
Additional Queue Slots for existing ACD/UCD groups	Change of Class of Service at Customer Group level	Uniform Call Distribution Login Key
Additional routes for existing	Establish night service routing and overflow destination for	Voicemail configurations affecting more than one

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ACD/UCD groups or consoles	ACD/UCD and Consoles	Standard End or call flows mimicking ACD functionality
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2.61 If you request IMACs, our Service Desk will:

- (a) receive and record Service Requests for IMACs from Authorised Users;
- (b) check the Service Request and if it is a Service Request for a Hard IMAC, ensure it has the appropriate authorisation;
- (c) engage our delivery teams and those of our Suppliers, as required;
- (d) coordinate all infrastructure changes;
- (e) set up appointment times with you and the relevant technicians;
- (f) track the Service Request from initiation to completion;
- (g) keep the Authorised User informed of the progress in carrying out the IMAC; and
- (h) close the Service Request, after confirming that the Authorised User is satisfied that the IMAC has been completed.

2.62 After completion of an IMAC we will:

- (a) update your configuration information; and
- (b) provide full testing and ensure that back up procedures are in place. (This paragraph does not apply for MIPT.)

2.63 If you or a third party perform an unauthorised change to the Network (for TIPT, to your TIPT service or network) and an IMAC is required to remedy the unauthorised change we may provide the IMAC at your expense and without your consent. Unauthorised changes include, but are not limited to, the following actions where they are carried out without our prior authorisation:

- (a) a change to the Network (for TIPT, to your TIPT service or network) which does not comply with the Procedures Manual;
- (b) installation of hardware or software which is not:
 - (i) for TIPT - approved by us; or
 - (ii) otherwise - Supported Equipment;
- (c) installation of non-standard versions of the supported software in your Equipment;
- (d) alteration of operating parameters, such as configuration changes; and
- (e) (not applicable for TIPT) hardware upgrades or removal or swapping of hardware components in your Equipment.

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IMACs requiring project coordination

- 2.64 An IMAC will require project coordination if:
- (a) the IMAC request requires ten (10) or more actions;
 - (b) we determine that it has service dependencies or is complicated;
 - (c) it is subject to your timeframes;
 - (d) it requires system wide changes;
 - (e) it requires networking;
 - (f) it requires pre-sales or design;
 - (g) it involves contact centre configuration changes; or
 - (h) it is listed in these terms as a "Soft IMAC Project".
- 2.65 Where we believe an IMAC requires project coordination:
- (a) we will provide you with a quotation for the IMAC; and
 - (b) we will not proceed with the IMAC without your agreement.

Soft IMACs

- 2.66 All Soft IMACs are pre-approved, so that any Authorised User may request a Soft IMAC, unless it is set out in the Procedures Manual as an exception which requires further approval.
- 2.67 We may charge you for the provision of Soft IMACs according to these terms.
- 2.68 All requests for Soft IMAC Projects must be approved according to the Procedures Manual before scheduling and starting work.

Hard IMACs

- 2.69 All requests for Hard IMACs must be approved according to the Procedures Manual before scheduling and starting work.
- 2.70 We will schedule and coordinate the performance of Hard IMACs at your Premises.
- 2.71 Provision for Hard IMACs includes costs for jumper wire, handset installation (if applicable) and testing. Call out fees, travel and accommodation charges may apply and we will inform you of these charges before we attend your premises.

Your obligations

- 2.72 You agree:
- (a) to keep the Equipment secure;
 - (b) to maintain the Equipment according to the manufacturer's instructions;

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- (c) not to make, or allow to be made, any alterations, modifications, adjustments or repairs to the Equipment or servicing of the Equipment;
- (d) to ensure that any labels fixed to the Equipment are not removed, covered, altered or otherwise tampered with;
- (e) to provide us with copies of software licences for the Equipment, at our request;
- (f) to notify us of any damage to the Equipment;
- (g) to ensure that we, and our Suppliers, have safe access to the Equipment, with the appropriate authorisation levels to access the Premises, as we, and our Suppliers, require to deliver the Managed Voice Service;
- (h) to ensure that the Authorised Users and end-users use the Equipment appropriately and exercise due care towards the Equipment; and
- (i) to train the Authorised Users on the appropriate use of the Service Desk and to ensure Authorised Users comply with the Procedures Manual.

2.73 You agree to inform us of:

- (a) any activity that may affect our delivery of the Managed Voice Service, including any interruption to the electricity supply to the Premises and changes to your Telecommunications Services; and
- (b) any changes to your Authorised Users who are authorised to approve Hard IMACs or IMACs, or internal procedures which may affect our provision of the Managed Voice Service.

2.74 You must not directly or indirectly solicit, employ or contract any Service Desk staff member until at least 6 months after the end of the Managed Voice Service Term, unless:

- (a) you have obtained our prior written consent; or
- (b) the relevant Service Desk staff member has ceased employment with us for a period of at least three months.

Amendments

2.75 You and we may agree in writing to:

- (a) for TIPT - decrease by 20% or more the number of Feature Packages at your Premises from the number at the Managed Voice Start Date or the last written variation to these terms as applicable; and
- (b) for MIPT or otherwise:
 - (i) add any of the optional Managed Voice Services after the Managed Voice Start Date; and
 - (ii) remove or change existing Managed Voice Service options that have already been priced and included in your Managed Voice Service.

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- 2.76 Any increase or decrease to the number of Standard Ends at your Premises will not require written agreement. However, you understand that this will affect the amount you are required to pay under these terms.
- 2.77 If the Managed Voice Service is amended under clause 2.75 or the following paragraphs, we will:
- (a) provide you with transition management and planning, as set out in these terms, except that clauses 2.12 and 2.14 will not apply; and
 - (b) send you a single invoice for the charges for the transition management and planning (as amended).

Changes to your Premises, Equipment and/or Software

- 2.78 At any time during the Service Term, you may request a change to:
- (a) the equipment and/or software managed and supported by us as part of your Managed Voice Service; or
 - (b) your Premises (including, but not limited to, a request to decommission a Premises of the provision of the Managed Voice Service),
- by notifying us in writing of the change(s) you require.
- 2.79 We will liaise with you to determine if we can deliver your Managed Voice Service according to your proposed changes.
- 2.80 If you and we agree in principle to the proposed changes requested by you, we will provide you with a change request which describes:
- (a) the changes you require to the Premises, equipment or software; and
 - (b) any resulting changes to the charges.
- 2.81 Within five Business Days of receiving a change request from us, you must:
- (a) accept the change request by signing and dating the change request and returning it to us at the address nominated by us from time to time; or
 - (b) reject the change request by notifying us in writing.
- 2.82 If you:
- (a) accept a change request - these terms will be amended from the date of your acceptance to incorporate the changes described in that change request; and
 - (b) reject a change request provided by us - these terms will continue in full force and effect without amendment.

Additional Work

- 2.83 At any time during the Managed Voice Service Term, you may request that we provide consultancy, project, technology refreshes, training or other unforeseen work, in relation to

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the Managed Voice Service. We will provide you with a written specification quotation for such services for your approval prior to undertaking any work.

Intellectual Property

- 2.84 We grant you a non-exclusive, non-transferable, royalty-free licence to use, reproduce, copy, add to and modify any Intellectual Property provided by us to you under these terms, during the Managed Voice Service Term solely for the purposes of meeting your obligations under these terms.
- 2.85 You grant us a Broad Licence to any Intellectual Property provided by you to us under these terms. To avoid doubt, the Broad Licence survives the expiry of the Managed Voice Service Term, or termination of the service for any reason.
- 2.86 Each party warrants that the use (as permitted or necessitated by these terms) of any Intellectual Property licensed to the other party under these terms will not infringe any person's rights in that Intellectual Property or constitute a misuse of any person's confidential information. Each party indemnifies the other party against all loss, damage, injury, claim, demand, cost or expense (including legal fees and expenses) that it suffers or incurs as a result of any breach of any warranty in this clause.

3 EQUIPMENT MAINTENANCE FOR MANAGED VOICE SERVICE

- 3.1 If you have chosen to receive Equipment Maintenance from us in association with your Managed Voice Service, this clause 3 sets out the terms on which we will provide Equipment Maintenance to you.
- 3.2 We will provide Equipment Maintenance for the Initial Maintenance Period as agreed between you and us, commencing on the Maintenance Start Date.
- 3.3 You understand that the services described in this clause 3 may come from a third party supplier.
- 3.4 If we choose, the third party supplier may enjoy any or all of our rights or perform any or all of our obligations under this clause 3.

Charges

- 3.5 We will provide Equipment Maintenance in relation to the Maintained Equipment during Maintenance Hours from the Maintenance Start Date for the Initial Maintenance Period unless terminated earlier.
- 3.6 At least 30 days before the Initial Maintenance Period is due to end, either party may notify the other that it does not wish to extend the Maintenance Term. If neither party has given notice, the Maintenance Term automatically extends for a further 12 months ("Maintenance Renewal Period") on the existing terms and conditions (including pricing) or on any amended terms. The Maintenance Term will not be longer than the Managed Voice Service Term (including any Maintenance Renewal Periods) unless otherwise agreed between you and us.
- 3.7 You may add items of equipment to your Equipment Maintenance under these terms on three months' written notice, subject to our written agreement and subject to the parties agreeing an appropriate amendment to the Maintenance Price.
- 3.8 After the Initial Maintenance Period, you may remove Maintained Equipment from the scope of

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your Equipment Maintenance on 10 months' written notice.

Equipment Maintenance

- 3.9 Equipment Maintenance is designed to ensure that your Maintained Equipment is maintained or restored as quickly as reasonably possible.
- 3.10 Equipment Maintenance may include:
- (a) maintaining the Maintained Equipment by remote access;
 - (b) attending your Premises, if your Maintained Equipment cannot be maintained by remote access or if remote access is unavailable;
 - (c) provision of replacement parts; and
 - (d) provision of software Updates or patches where they are required to maintain your Maintained Equipment.
- 3.11 Our Service Desk is your first point of contact for reporting Incidents or requesting Equipment Maintenance.

Replacement Parts

- 3.12 Title to a replacement part passes to you on installation, unless there is a separate charge for the replacement part, in which case title only passes once you have paid us in full for the replacement part.
- 3.13 Risk of loss of or damage to a replacement part passes to you on installation.
- 3.14 A replacement part will be considered part of the Maintained Equipment once title has passed to you.
- 3.15 Title to and risk of loss of, or damage to, a replaced part passes to us on its removal from the Maintained Equipment.

What if the Equipment is unserviceable?

- 3.16 If any of your Maintained Equipment ceases to be Supported Equipment or if we think any of your Maintained Equipment can no longer be kept in good working order, or if it becomes uneconomic to service, we will notify you.
- 3.17 We reserve the right, at our choice, to:
- (a) provide Equipment Maintenance for that Maintained Equipment at an increased price subject to your approval; or
 - (b) exclude that Maintained Equipment from the Equipment Maintenance (and we will stop invoicing you for Equipment Maintenance for that Maintained Equipment).

What Equipment Maintenance does not cover

- 3.18 Equipment Maintenance does not include:

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- (a) maintenance of any equipment not listed in the Service Details;
- (b) maintenance of anything attached to the Maintained Equipment including Third Party Equipment (unless we agreed in writing to it);
- (c) IMACs (which are an additional optional Managed Voice Service);
- (d) fixing any Faults in the Maintained Equipment other than those caused by normal fair wear and tear;
- (e) subject to our obligations in relation to other services we provide, taking responsibility for lines or network terminations on the Maintained Equipment;
- (f) fixing any Faults in the Maintained Equipment caused in our reasonable opinion by:
 - (i) the incorrect use, negligent use, misuse or abuse of the Maintained Equipment or software;
 - (ii) a person not authorised by us re-installing, moving, removing, changing, maintaining or servicing the Maintained Equipment or any other actions of a person not authorised by us;
 - (iii) connecting the Maintained Equipment to any devices or other equipment not recommended by the Maintained Equipment's manufacturer or authorised by us;
 - (iv) your failure to follow our or the third party supplier's installation, operation or maintenance instructions as advised by us from time to time;
 - (v) environmental factors including (without limitation) the failure of electrical power, air conditioning or humidity control, or lightning, electrostatic interference, electromagnetic interference or power surges of any type;
 - (vi) an event beyond our reasonable control;
 - (vii) your failure to permit us remote access to the Maintained Equipment;
 - (viii) the Maintained Equipment not being compatible with or working in combination with hardware or applications software products provided by third parties; or
 - (ix) the failure of anything attached to the Maintained Equipment including Third Party Equipment;
- (g) maintenance of any Maintained Equipment where the serial numbers have deliberately been removed or altered;
- (h) providing or maintaining consumables or disposable items (such as patch cords, batteries, headsets, telephone cords, floppy disks, tapes or standby batteries), or other items associated with the Maintained Equipment; and
- (i) maintenance of the Maintained Equipment or repair of Faults outside of the agreed maintenance level coverage hours.

3.19 We are not responsible for any loss or damage to software, firmware, information or memory

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data of yours contained in, stored on, or integrated with the Maintained Equipment while it is the subject of the Equipment Maintenance.

- 3.20 We are not responsible for any toll fraud, fraudulent intrusion, unauthorised use or disclosure or loss of proprietary information associated with your equipment. We do not warrant or represent that the Maintained Equipment or our Equipment Maintenance will prevent or is immune from such activity.

Third Party Equipment

- 3.21 If during the provision of Equipment Maintenance we become aware of a problem with parts provided by a third party which are attached to the Maintained Equipment (for example headsets or line isolation units) ("Third Party Equipment") we will let you know. However, such notification does not form part of the Equipment Maintenance.

Your obligations

- 3.22 You must provide us with:
- (a) reasonable and safe access to (and use of) the Maintained Equipment and the Premises at all times during the agreed maintenance level coverage hours;
 - (b) accurate and complete information about the Maintained Equipment and access to it;
 - (c) communication access to the equipment to perform maintenance functions, such as internet (IP) connectivity, or direct PSTN access. The means of access (IP or PSTN) may be determined by the technology deployed;
 - (d) adequate heat, light, ventilation, telephone and electrical outlets reasonably close to the Maintained Equipment; and
 - (e) all cooperation and assistance that we reasonably request or that is otherwise necessary to enable us to perform the Equipment Maintenance.
- 3.23 You must take all reasonable steps to anticipate and avoid creating conditions that threaten the health or safety of any person performing Equipment Maintenance.
- 3.24 You must designate a primary contact and up to three alternatives to be the primary interface with us for Equipment Maintenance. It will be the responsibility of your primary contact to cooperate in providing a complete description of any Faults or Incidents.
- 3.25 Unless you first get our written consent, you must not change or repair the Maintained Equipment or attach anything to it.
- 3.26 When using the Maintained Equipment you must comply with any guidelines of ours and of the third party supplier or manufacturer of the Maintained Equipment in relation to the proper use of the Maintained Equipment.
- 3.27 You must tell us immediately if you no longer have the Maintained Equipment.
- 3.28 If a Fault occurs wholly or partly because of something done or not done contrary to this clause 3 we do not have to fix it.

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Payment

- 3.29 You must pay us the Maintenance Price monthly in advance according to the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.

4 EQUIPMENT SUPPLY AND INSTALLATION

- 4.1 If you have chosen to receive Equipment Supply and Installation from us in association with your Managed Voice Service, this clause 4 sets out the terms on which we will supply and install the Supplied Equipment and Software at your Premises.
- 4.2 You understand that the Supplied Equipment, the Software and the services described in this clause 4 may come from a third party supplier.
- 4.3 If we choose, the third party supplier may enjoy any or all of our rights or perform any or all of our obligations under this clause 4.

Delivery

- 4.4 We will deliver and install the Supplied Equipment and the Software at each Premises. You understand that our obligation to supply the Supplied Equipment and Software is subject to availability from the third party supplier.
- 4.5 We will try to advise you of the delivery date in advance. However, we do not guarantee that we will be able to meet any particular delivery date or installation date (including without limitation any date we notify you of or any date you request).

Installation

- 4.6 We will provide you with a project plan for the installation of the Supplied Equipment and Software at your Premises.
- 4.7 We will try to install the Supplied Equipment and Software according to the project plan. However, we do not guarantee that we will be able to do so. Installation will be performed during Business Hours. If you want us to install the Supplied Equipment and Software outside of Business Hours, extra charges will apply.
- 4.8 Unless otherwise agreed between you and us in writing, installation does not include:
- (a) provision of system tails (system cabling to frame) or interconnection to switches/data server greater than 10 metres in length;
 - (b) supply of any patching cables;
 - (c) supply of any UPS or battery backup unit;
 - (d) provision of any rack (rack unit) or supporting structure to house Supplied Equipment;
 - (e) the supply or installation of any cabling frames including but not limited to Main Distribution Frame ("MDF"), Test Point Frame ("TDF"), Intermediate or Distribution Frames;
 - (f) any horizontal or vertical (distribution) cabling;

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- (g) any MAN, WAN or LAN cabling or equipment upgrades
 - (h) any network rationalisation, upgrade or conditioning; or
 - (i) any system administration training.
- 4.9 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, of which we will advise you.
- 4.10 Your use of the Software is subject to the parties entering into the Software Licence Agreement specified by us and any and all additional licence restrictions imposed by the third party supplier. We will provide you with details of the additional licence restrictions at (or before) the time of delivery.
- 4.11 We will notify you when the installation is complete.
- 4.12 We may test the Supplied Equipment and Software following installation. You must provide us with all assistance that we reasonably request or that is otherwise necessary to enable us to perform our testing.

Your obligations

- 4.13 You must ensure that each Premises is fully prepared as required to enable us to deliver and install the Supplied Equipment and Software.
- 4.14 Without limiting this obligation, at each Premises you must provide site maps in a timely manner, all necessary cabling and racking space, a clean, dry operating environment with appropriate power and climate control facilities and all information necessary for us to configure the Supplied Equipment. You must provide us with appropriate facilities and equipment in order to facilitate training, if required in the agreed work detail. You must also remove any existing equipment situated on or near where the Supplied Equipment is to be installed.
- 4.15 We may also conduct a site survey ("Site Survey") at your Premises and provide you with guidance on the steps we recommend you take to ensure the Premises is fully prepared. However, you understand that we are not obliged to do so.
- 4.16 You must provide us with all cooperation and assistance that we reasonably request or that is otherwise necessary to enable us to deliver and install the Supplied Equipment or perform our other obligations under this clause 4.
- 4.17 You must provide us with safe access to the Premises and Supplied Equipment on request.
- 4.18 You must ensure that the working environment at each Premises is safe.
- 4.19 If you fail to meet your obligations under this clause 4, we may delay or suspend or cancel the delivery and/or installation of the Supplied Equipment and Software and charge you for any resulting reasonable expenses.

Payment

- 4.20 We will invoice you the Equipment Purchase Price on delivery and the Installation Price on completion of installation (unless otherwise agreed on a case by case basis).

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- 4.21 You must pay the invoices according to the General Terms of Our Customer Terms at http://www.telstra.com.au/customer-terms/business-government/?red=/customerterms/bus_government.htm.
- 4.22 If you do not pay us the Equipment Purchase Price and the Installation Price on time, then without limiting our rights under these terms or at law, we may require you to promptly return the Supplied Equipment and Software to us in "as new" condition at your expense.
- 4.23 If you do not return the Supplied Equipment and Software as required, we may enter any premises where we believe the Equipment may be located and repossess the Supplied Equipment. You grant to us (or at our request must procure for us) such licences as may be required for us to do so.
- 4.24 We are not liable for any loss or damage suffered directly or indirectly by you or any other person as a result of actions taken by us or our employees, agents or contractors under this clause 4.

Risk of Loss and Title

- 4.25 Risk of loss of, or damage to, the Supplied Equipment passes to you at the time of delivery.
- 4.26 Title to the Supplied Equipment only passes to you once you have paid us in full for the Supplied Equipment. Until that time, you hold the Supplied Equipment on our behalf and must return the Supplied Equipment if we ask you to.

Your Acknowledgment

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

Warranties and use of the Supplied Equipment

- 4.28 So as far as we are able to, we assign to you the benefit of all supplier, manufacturer, assembler and maintainer warranties and guarantees ("Warranties") in relation to the Supplied Equipment.
- 4.29 If the Warranties cannot be assigned, we will, at your request, use our reasonable endeavours to enforce the Warranties on your behalf.
- 4.30 The Warranties will not apply if the Supplied Equipment has:
- (a) been altered, repaired or maintained by a person other than us;
 - (b) not been operated in a suitable environment according to its specifications; or
 - (c) been subjected to abnormal physical or electrical stress, misuse, negligence, or

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accident.

- 4.31 You are solely responsible for any use of the Supplied Equipment or any Services connected to the Supplied Equipment, by you or any third party, whether authorised or not.

5 FEES AND CHARGES

- 5.1 You agree to pay all the applicable fees and charges incurred in respect of your Managed Voice Service. The fees and charges for your Managed Voice service are as set out in the Price List as notified to you. These charges do not include any charges for the underlying Telecommunications Services which are managed under these terms.
- 5.2 All fees and charges in this Managed Voice Service section and in the Price List are exclusive of GST unless otherwise stated.

6 SPECIAL MEANINGS

The following words have the following special meanings, unless otherwise indicated in this section of Our Customer Terms:

ACD means Automatic Call Distribution.

Authorised User means your nominated representatives authorised to use the Telstra Managed Voice service.

Broad Licence means a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free licence to:

- (a) use, reproduce, copy, add to and modify in any manner, anywhere in the world, for any purpose;
- (b) permit any person to assist the licensee to do any of the things referred to in (a); and
- (c) sublicense any of the rights described in (a) and (b) to any person.

Business Day means any day other than a Saturday, Sunday or recognised public holiday in the State or Territory of the Premises to which the transition planning and management or Managed Voice Service is provided.

Business Hours means the hours between:

- (a) for MIPT – 8.30 am and 5.30 pm; and
- (b) otherwise - 8.00 am and 6.00 pm,

on Business Days.

Equipment means the telecommunications hardware and software located in your Premises that we manage on your behalf, as set out in the Service Details, as amended during the Term.

Equipment Maintenance means our obligations under clause 3.

Equipment Purchase Price means the price as specified in our Price List.

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Equipment Supply and Installation means the optional Managed Voice Service provided under these terms.

Faults mean faults, damage, operational errors to, and problems with the Maintained Equipment or if the Maintained Equipment does not perform or function materially as designed.

Feature Package has the meaning given in the Telstra IP Telephony section of OCT.

First Managed Voice Start Date means the date on which we start to provide the Managed Voice Service for the first Premises where we provide the Managed Voice Service.

Hard IMAC means IMACs where we have to attend your Premises.

IMAC means Installs, Adds, Moves and Changes.

Incident means an event that is not part of the standard or expected operation of your Network that causes, or may cause, an interruption to, or a reduction in the quality of, the Network or which affects your ability to use the Network.

Installation Price means the price as specified in our Price List as amended by agreement between you and us following a Site Survey.

Intellectual Property means all rights in relation to patents, copyright, registered designs, registered and unregistered trademarks, trade secrets, know-how and confidential information and all other intellectual property as defined in article 2 of the Convention establishing the World Intellectual Property Organisation of July 1967, including any right to register those rights, whether created before or after the Managed Voice Start Date, whether existing in Australia or any other country and in all cases for the duration of those rights.

Interactive Voice Response means an automated customer service or an information selection service based on pre recorded voice prompts controlled by a touch tone phone or a voice recognition system.

LAN means Local Area Network.

Maintenance Hours means Business Hours, unless otherwise agreed between you and us.

Maintenance Price is as specified in our Price List.

Maintenance Start Date means the date agreed between you and us and specified in the Service Details.

Maintenance Term means the Initial Maintenance Period and any Maintenance Renewal Period.

Maintained Equipment means the equipment and software described as such in the Service Details.

MAN means Metropolitan Area Network.

Managed Voice Service means the Telstra Managed Voice Service as described in these terms and includes any optional Managed Voice Services selected in the Service Details.

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Managed Voice Start Date means for each Premises, the date when we have completed the transition planning and management for that Premises.

Metro means where your Premises are located up to or less than 60 km radius from the State or Territory Capital City General Post Office.

Network means your Equipment and Telecommunications Services.

Premises means the land, building, structure, vehicle or vessel which is owned, leased or occupied by you, to which a Managed Voice Service is supplied, and as specified in the Service Details, as amended from time to time.

Price List means the Managed Voice Service price list as notified to you.

Problem means an unknown underlying cause of one or more Incidents.

Procedures Manual means the procedures manual that sets out:

- (a) how we deliver the Managed Voice Service to you;
- (b) how you and the Authorised Users contact the Service Desk;
- (c) your requirements for authorising Service Requests, where applicable;
- (d) your requirements for our liaising with your Suppliers, where applicable; and
- (e) any of your relevant procedures,

as updated to reflect any changes in our operations or procedures, or changes to your Premises or your procedures.

PSTN means Public Switched Telephone Network.

Regional means where your Premises are located more than 60 km radius from the State or Territory Capital City, General Post Office, in an area within Australia with a population of more than 20,000 people.

Remote means where your Premises are located more than 60 km away from the State or Territory Capital City General Post Office, in an area within Australia with a population of less than 20,000 people.

Response Time means the time during the Service Desk hours, from when we first receive notice of an Incident, to the time we take the first action towards resolving the Incident.

Service Desk is our single point of contact for all your incident notifications, requests, and, if applicable, Authorised User support and general inquiries, in relation to the Managed Voice Service.

Service Details are as agreed between you and us.

Service Levels means the service levels set out in these terms.

Service Request means any request or enquiry made by an Authorised User relating to the Managed Voice Service other than a request or enquiry relating to an Incident.

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Site means the premises to which a site service is provided.

Software means the software described in the Service Details.

Standard End means a configured working telephone handset consisting of an extension socket and/or a telephone.

Supplied Equipment means the equipment as specified in the Service Details or as otherwise agreed between you and us.

Supplier means a supplier of goods or services to either you or us.

Supported Equipment means the equipment we approve as equipment that we are able to manage and/or maintain through the Managed Voice Service, as updated from time to time.

Telecommunications Services means telecommunications services used to provide voice services, whether provided by third parties or us, including any of the following telecommunications services we provide, as described in Our Customer Terms:

- (a) Public Switched Integrated Services Digital Network;
- (b) Public Switched Telephone Network;
- (c) CustomNet Price per Point service;
- (d) Telstra IP Telephony;
- (e) Managed IP Telephony; and
- (f) Connect IP.

Update means software produced primarily to overcome defects in the software installed on the Maintained Equipment. To avoid doubt, Update does not include an upgrade, new release or software provided primarily to provide an extension, alteration, improvement or additional functionality to the software installed on the Maintained Equipment.

Urban area means an area with a population of at least 10,000.

VLAN means Virtual Local Area Network.

WAN means Wide Area Network.