

# OUR CUSTOMER TERMS

## PART A - TELSTRA MANAGED VOICE SERVICE



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Certain words are used with the specific meanings set out under clause 8 and in the General Terms of our Customer Terms at [http://www.telstra.com.au/customer-terms/businessgovernment/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/businessgovernment/?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 A - Telstra Managed Voice Service 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 section of Our Customer Terms applies if you acquired a Telstra Managed Voice service on or after 14 October 2009. If you acquired a Telstra Managed Voice service prior to 14 October 2009, Part B – Telstra Managed Voice Service (Non-current plans) of Our Customer Terms will apply to your Telstra Managed Voice service.
- 1.6 Despite any provision to the contrary in this section of Our Customer Terms, on and from 18 April 2017, MVS Essentials Carriage and MVS Essentials Hosted (or any part of them) are not available:
  - (a) to new customers; or
  - (b) to existing customers seeking to recontract for MVS Essentials Carriage and MVS Essentials Hosted (or any part of them).
- 1.7 the 27<sup>th</sup> of October 2025 PABX Hardware, Telstra Managed Voice Services Essentials, Telstra Managed Voice Services Enhanced and Telstra Managed Voice Services Complete are no longer available for purchase by new customers. Existing customers may continue to use these services with no change until further notice.

### 2 TELSTRA MANAGED VOICE SERVICE

#### What is the Telstra Managed Voice Service?

- 2.1 The Telstra Managed Voice service provides end-to-end management and support for your relevant telecommunications services and equipment located at your Australian premises, identified in your agreement with us.
- 2.2 You may apply for the Telstra Managed Voice service in the following service packages:
  - (a) MVS Essentials - PABX Onsite;
  - (b) MVS Essentials - PABX Remote;

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- (c) MVS Essentials - Carriage;
- (d) MVS Essentials - Hosted;
- (e) MVS Enhanced; and
- (f) MVS Complete.

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2.3 Each package consists of the following features:

PACKAGE	FEATURES
MVS Essentials - PABX Onsite	<p>The MVS Essentials - PABX Onsite package consists of the following features:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your PABX system, as set out below;</li> <li>• investigation and diagnosis of incidents reported by you with your PABX system (which we may do by attending your premises);</li> <li>• if you request and at additional cost, management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your PABX equipment (IMACs);</li> <li>• service targets (but no rebates) for incident management and IMACs in respect of your PABX system; and</li> <li>• remote diagnosis, technical support, replacement parts and onsite labour for your equipment.</li> </ul> <p>The MVS Essentials - PABX Onsite package does not include:</p> <ul style="list-style-type: none"> <li>• equipment purchase, supply or installation;</li> <li>• support for your carriage services;</li> <li>• software upgrades for your PABX; or</li> <li>• management and coordination of service requests for your carriage services.</li> </ul>
MVS Essentials - PABX Remote	<p>The MVS Essentials - PABX Remote package consists of the following features:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your PABX system, as set out below;</li> <li>• investigation and diagnosis of incidents reported by you with your PABX system (which we will do remotely and not by attending your premises);</li> <li>• if you request and at additional cost, management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your PABX equipment (IMACs);</li> <li>• service targets (but no rebates) for incident management and IMACs in respect of your PABX system; and</li> <li>• remote diagnosis and technical support for your PABX equipment.</li> </ul>

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	The MVS Essentials - PABX Remote package
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PACKAGE	FEATURES
	<p>does not include:</p> <ul style="list-style-type: none"><li>• equipment purchase, supply or installation;</li><li>• support for your carriage services;</li><li>• replacement hardware parts and onsite labour for your PABX equipment; or</li><li>• management and coordination of service requests for your carriage services.</li></ul>

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MVS Essentials - Carriage	<p>The MVS Essentials - Carriage package consists of:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your PSTN carriage services, as set out below;</li> <li>• liaising with you regarding incidents reported by you with your PSTN carriage services;</li> <li>• service desk support for inquiries from your users relating to the functionality and performance of your PSTN carriage services;</li> <li>• tracking and recording of changes that you notify to us regarding your PSTN carriage services;</li> <li>• monthly reporting which sets out your use of the service desk;</li> <li>• if you request and at additional cost, coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your PSTN carriage services (IMACs); and</li> <li>• service targets (but no rebates) for incident management and IMACs in respect of your carriage services.</li> </ul> <p>The MVS Essentials - Carriage package does not include:</p> <ul style="list-style-type: none"> <li>• equipment purchase, supply or installation;</li> <li>• support for IP carriage services (such as Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution);</li> <li>• support for PABX equipment;</li> <li>• management and coordination of service requests for PABX equipment; or</li> <li>• equipment maintenance services.</li> </ul>
MVS Essentials - Hosted	<p>The MVS Essentials - Hosted package consists of:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution), as set out below;</li> </ul>

PACKAGE	FEATURES
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	<ul style="list-style-type: none"> <li>• investigation and diagnosis of incidents reported by you with your IP carriage services;</li> <li>• service desk support for inquiries from your users relating to the functionality and performance of your IP carriage services;</li> <li>• tracking and recording of changes that you notify to us regarding your IP carriage services;</li> <li>• monthly reporting which sets out your use of the service desk;</li> <li>• coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your IP carriage services (IMACs); and</li> <li>• service targets (but no rebates) for incident management and IMACs in respect of your IP carriage services.</li> </ul> <p>The MVS Essentials - Hosted package does not include:</p> <ul style="list-style-type: none"> <li>• equipment purchase, supply or installation;</li> <li>• support for PSTN carriage services;</li> <li>• support for PABX equipment;</li> <li>• management and coordination of service requests for PABX equipment;</li> <li>• proactive service monitoring and alarming;</li> <li>• patch management and application of patches; and</li> <li>• equipment maintenance services.</li> </ul>
MVS Enhanced	<p>The MVS Enhanced package consists of:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your PABX system and PSTN carriage services, as set out below;</li> <li>• investigation and diagnosis of incidents reported by you with your PABX equipment and PSTN carriage services, either remotely or onsite (as determined by us);</li> <li>• service desk support for inquiries from your users relating to the functionality and performance of your PABX system and PSTN carriage services;</li> <li>• tracking and recording of changes you notify to us regarding your PSTN carriage services;</li> <li>• coordination with your external third party suppliers (but we are not obliged to do this);</li> <li>• monthly reporting which sets out your use of the service desk and a monthly inventory report detailing the number of standard ends in operation;</li> </ul>



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PACKAGE	FEATURES
	<ul style="list-style-type: none"><li>• if you request and at additional cost, management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your PABX system and PSTN carriage services (IMACs);</li><li>• service targets (but no rebates) for incident management and IMACs in respect of your PABX equipment and PSTN carriage services;</li><li>• remote diagnosis, technical support, replacement parts and onsite labour for your PABX equipment;</li><li>• if the vendor of your equipment provides software assurance, software upgrades; and</li><li>• annual preventive maintenance of your PABX equipment.</li></ul> <p>The MVS Enhanced package does not include:</p> <ul style="list-style-type: none"><li>• equipment purchase, supply or installation; or</li><li>• support for IP carriage services.</li></ul>

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MVS Complete	<p>The MVS Complete package consists of:</p> <ul style="list-style-type: none"> <li>• transition planning and management to allow our service desk to manage your PABX system and PSTN carriage services, or your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution), as set out below;</li> <li>• investigation and diagnosis of incidents reported by you with your PABX system and PSTN carriage services, or your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution), either remotely or onsite (as determined by us);</li> <li>• investigation and analysis of incident patterns with respect to your PABX system and PSTN carriage services, or your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution);</li> <li>• service desk support for inquiries from your users relating to the functionality and performance of your PABX system and PSTN carriage services, or your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution);</li> <li>• identification, tracking and recording of changes to your PSTN carriage services, or your IP carriage services (i.e Telstra IP</li> </ul>
<b>PACKAGE</b>	<b>FEATURES</b>

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	<p>Telephony, Connect IP Telephony, Telstra Unified Communications solution);</p> <ul style="list-style-type: none"> <li>• coordination of provisioning and activation requests;</li> <li>• coordination with your external third party suppliers (but we are not obliged to do this);</li> <li>• tailored reporting which we will separately agree with you;</li> <li>• management and coordination of your service requests to install, add, change, remove, upgrade, delete, reconfigure and relocate your PABX system and carriage services, or your IP carriage services (i.e Telstra IP Telephony, Connect IP Telephony, Telstra Unified Communications solution) (IMACs);</li> <li>• service targets (but no rebates) for incident management and IMACs in respect of your IP carriage services; and</li> <li>• remote diagnosis, technical support, replacement parts and onsite labour for your PABX equipment;</li> <li>• if the vendor of your equipment provides software assurance, software upgrades; and</li> <li>• annual preventive maintenance of your PABX equipment.</li> </ul> <p>The MVS Complete package does not include:</p> <ul style="list-style-type: none"> <li>• unless otherwise agreed, proactive service monitoring and alarming.</li> </ul>
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2.4 The following table sets out a summary of the applicable features of each Telstra Managed Voice service (as described above):

FEATURES (AS DESCRIBED BELOW)	PACKAGE					
	MVS ESSENTIALS - PABX ONSITE	MVS ESSENTIALS - PABX REMOTE	MVS ESSENTIALS - CARRIAGE	MVS ESSENTIALS - HOSTED	MVS ENHANCED	MVS COMPLETE
Transition Planning and Management	Yes	Yes	Yes	Yes	Yes	Yes
Incident management	Yes	Yes	Yes	Yes	Yes	Yes
Problem management	No	No	No	No	No	Yes
"How to" support	Yes	Yes	Yes	Yes	Yes	Yes

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FEATURES (AS DESCRIBED BELOW)	PACKAGE					
	MVS ESSENTIALS - PABX ONSITE	MVS ESSENTIALS - PABX REMOTE	MVS ESSENTIALS - CARRIAGE	MVS ESSENTIALS - HOSTED	MVS ENHANCED	MVS COMPLETE
Configuration management	Yes	Yes	Yes	Yes	Yes	Yes
Provisioning and activation	No	No	No	No	No	Yes
Supplier support	No	No	No	No	No	Yes
Service level management	Yes	Yes	Yes	Yes	Yes	Yes
Reporting	Yes	Yes	Yes	Yes	Yes	Yes
Installs, adds, moves and changes ("IMACS")	Additional Charges apply in all cases	Additional Charges apply in all cases	Additional Charges apply in all cases	Additional Charges apply in some cases	Additional Charges apply in all cases	Additional Charges apply in some cases
Equipment Supply and Installation	No	No	No	No	No	Optional
Equipment maintenance and software assurance	Yes	Yes	No	No	Yes	Yes

2.5 The following features are not included in the Telstra Managed Voice service:

- (a) unless we expressly agree otherwise, management and support for mobile telephones;
- (b) management and support for conferencing services;
- (c) running of call centres;
- (d) maintenance of telephone handsets that are not expressly listed as being maintained in your separate agreement with us;
- (e) procurement of hardware and software or equipment unless you have a MVS Complete package and have chosen to receive equipment supply and installation;
- (f) building cabling plant;
- (g) provision of utility services, such as electricity;

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- (h) maintenance of external batteries and power devices that are not attached to equipment we maintain under these terms;
- (i) system integration (unless you have a MVS Complete package and have chosen to receive equipment supply and installation);
- (j) any network rationalisation, upgrade or conditioning (including, but not limited to, QoS, PoE, VLAN or network redesign);
- (k) provisioning or support for any desktop application; (l) LAN, WAN or MAN cabling or network maintenance; and
- (m) security management.

### Minimum Term

- 2.6 You must take the Telstra Managed Voice service for the term set out in your agreement with us.

### Terms

- 2.7 We provide the Telstra Managed Voice service as set in this section of Our Customer Terms and your agreement with us. If you apply for a MVS Complete package, we will also provide the Telstra Managed Voice service in accordance with the procedures manual that we provide to you as updated from time to time.

### Charges

- 2.8 You agree to pay all the applicable fees and charges incurred in respect of your Telstra Managed Voice service. The fees and charges for your Telstra Managed Voice service are as set out your agreement with us. For the avoidance of doubt, these charges do not include any charges for the underlying telecommunications services which are managed under these terms.

### Eligibility

- 2.9 Telstra Managed Voice service is not available to Telstra Wholesale customers or for resale.

## 3 FEATURES

- 3.1 The following terms apply to the features of your package.

### Transition Planning and Management – MVS Essentials and MVS Enhanced

- 3.2 If you acquire a MVS Essentials package or MVS Enhanced package, we will migrate the management of your voice services to your MVS Essentials or MVS Enhanced package. We will capture and input your configuration data into our systems.
- 3.3 If you require us to perform any additional transition planning and management work, we may agree to provide that work at additional cost which we will agree with you before performing the work.

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### Transition Planning and Management – MVS Complete package

- 3.4 We will use reasonable endeavours to plan and manage the migration of your relevant carriage services and equipment to the Telstra Managed Voice service, as set out below.
- 3.5 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 Telstra Managed Voice service.
- 3.6 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.
- 3.7 When we have agreed the transition plan with you, we will migrate the management of your voice services according to the transition plan.
- 3.8 As part of transition planning and management we will:
- (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.
- 3.9 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 Telstra Managed Voice service and the charges, accordingly. If you dispute our change to the scope or pricing of your Telstra Managed Voice service under this clause, the parties will use best endeavours to resolve the dispute according to these terms. We are under no obligation to provide the Managed Voice Service until we agree with you the charges for that service.
- 3.10 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

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premises, we will make any required amendments to the procedures manual relating to the additional Premises for your review, and incorporate your reasonable comments.

- 3.11 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 for your selected package and you have chosen to receive it.
- 3.12 Transition planning and management for each premises will end when the acceptance procedure, set out in the procedures manual, is completed for that premises.

### Incident Management

- 3.13 We will:
- (a) receive and record incidents reported by you (but if you acquire a MVS Complete package, from your authorised users only) 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) close incidents; and
  - (f) create incident history reports.
- 3.14 The service desk will assess the incident and assign the appropriate priority level, as follows:

PRIORITY LEVEL 1 (MAJOR)	PRIORITY LEVEL 2 (MINOR)
<ul style="list-style-type: none"><li>Requires immediate action – has critical impact</li><li>Fault affecting 25% or more extensions</li><li>Fault affecting 25 % or more of data peripherals connected to PABX equipment</li><li>Fault affecting total system operations</li><li>Controller or processor outage</li><li>Operator console outage (ie. Switchboard)</li></ul>	<ul style="list-style-type: none"><li>Requires action – has no critical impact</li><li>An extension is dead</li><li>Incoming calls are intermittently dropping out</li><li>Intermittently not receiving incoming calls</li><li>Outgoing calls dropping out intermittently</li><li>Intermittent noise on outgoing calls</li><li>Unable to transfer from extension</li><li>Intermittent calls dropping out on automatic call distribution</li><li>Voice paging not operating</li><li>Loud/high pitch noise on transit calls</li><li>Alarm flashing</li><li>Call logging/accounting not operating</li><li>Intermittent external talking on internal calls</li></ul>

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|--|---|
|  | <ul style="list-style-type: none"><li>• Intermittent external talking on external calls</li><li>• Music on hold not operating</li></ul> |
|--|---|

3.15 We may conduct incident management remotely or by attending your premises.

3.16 If:

- (a) you acquire a MVS Enhanced or MVS Complete package; and
- (b) you retain your own suppliers for the provision of telecommunications services or equipment maintenance; and
- (c) the incident relates to the services provided by that supplier,

the service desk may, but is not obliged to, liaise with and assist your supplier, until the incident is resolved.

3.17 If resolution of the incident requires equipment maintenance, we will only provide you with that service if equipment maintenance is a feature of your package. If equipment maintenance is not a feature of your package, you may request, and we may agree, to provide the service for you at additional charge.

#### Problem Management

3.18 If you acquire a MVS Complete package, we will use reasonable endeavours to:

- (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) create problem histories and action reports, in respect of your PABX equipment only.

3.19 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 (including applicable charges) to rectify those deficiencies that will be subject to your agreement.



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### "How to" Support

- 3.20 Our service desk will respond to inquiries (but if you acquire a MVS Complete package, only from your authorised users) relating to use of the functionality and performance of the relevant voice service and any supported equipment.
- 3.21 If our service desk cannot provide an immediate response to an inquiry for "How to" Support, the service desk will try to (but we do not guarantee to) address the inquiry within one complete business day.
- 3.22 "How to" Support excludes handsets and other equipment that is not supported by us (either because it is at a site we do not support, or because the equipment is not listed in your separate agreement with us).

### Configuration Management

- 3.23 We will use reasonable endeavours to track and record changes in your relevant carriage service and/or equipment by collecting and updating the configuration information relating to:
- (a) your network, including network diagrams and dial plan;
  - (b) (other than for Telstra IP Telephony, the Telstra Unified Communications solution or Connect IP Telephony) your equipment, including make, model and number of your equipment (excluding handsets) and equipment maintenance support hours; and
  - (c) your telecommunications services supplied by us, including:
    - (i) each telecommunications service by its Full National Number ("FNN");
    - (ii) telecommunications service type;
    - (iii) the premises where your telecommunications service are located; and
    - (iv) ACD configuration and interactive voice response menu structures, if applicable,

### Provisioning and Activation

- 3.24 If you acquire a MVS Complete package, our 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) if you acquire a MVS Complete package, administering and lodging our order forms on your behalf or referring you directly to our service area responsible for provisioning your order;
  - (c) liaising with our other service areas to schedule appointments with you;
  - (d) liaising with our technical areas, as needed;

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- (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.

#### Supplier Support

- 3.25 If you acquire a MVS Complete package, we may, but are not required to, liaise with your suppliers to the extent required by us to provide the Telstra Managed Voice service. This includes co-ordination of your suppliers that provide any of your telecommunications services and equipment maintenance, 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 Telstra Managed Voice service; and
  - (c) each of your suppliers provides us with their reasonable co-operation and assistance.
- 3.26 Your suppliers' performance remains your responsibility.

#### Service Target Management

- 3.27 We aim (but do not guarantee) to:
- (a) meet the service targets;
  - (b) identify and monitor the performance of the Telstra Managed Voice service against the service targets;
  - (c) escalate any failure to meet the service targets (if you acquire a MVS Complete package, the escalation will be in accordance with the procedures manual); and
  - (d) assess the effect of infrastructure changes on performance of the Telstra Managed Voice service against the service targets.
- 3.28 If you acquire a MVS Complete package, we will participate in meetings with you to:
- (a) review our provision of the Telstra Managed Voice service against the service targets;
  - (b) identify areas for improvement in our provision of the Telstra Managed Voice service; and
  - (c) agree actions to improve our provision of the Telstra Managed Voice service and review our performance against those actions.
- 3.29 The applicable service targets are set out below.

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### Reporting

- 3.30 We will provide the reports to you as part of the Telstra Managed Voice service as identified in the features of your selected package (as set out above).
- 3.31 For all MVS Essentials packages and the MVS Enhanced package, you may apply for nonstandard reports. We may (but are not obliged to) provide you with these reports with the scope agreed between you and us, at your additional cost.

### Installs, Moves, Adds, and Changes (IMACs)

- 3.32 We will manage your service requests to install, move, add, change, remove, upgrade, delete, reconfigure and relocate your relevant carriage service and/or equipment ("IMACs"). The types of IMACs we provide depend on your telecommunications services, equipment and your selected package. We identify below what types of IMACs are included in the charges for your package. Those IMACs that are not included in your package will be provided at additional cost (in accordance with our then-current schedule of costs, as made available by us on request from time to time).

#### 3.33 Table

IMACS (AS DESCRIBED BELOW)	PACKAGE					
	MVS ESSENTIALS - PABX ONSITE	MVS ESSENTIALS - PABX REMOTE	MVS ESSENTIALS - CARRIAGE	MVS ESSENTIALS - HOSTED	MVS ENHANCED	MVS COMPLETE
Simple Soft IMAC	No	No	No	Yes	No	Yes
Complex Soft IMACs	No	No	No	No	No	No
Soft IMAC Projects	No	No	No	No	No	No
Hard IMACs	No	No	No	No	No	Yes

### Soft IMACs

- 3.34 There are three types of Soft IMACs:
- (a) Simple Soft IMACs;
  - (b) Complex Soft IMACs; and (c) Complex Soft IMAC Projects, as further detailed below.
- 3.35 Simple Soft IMACs and Complex Soft IMACs are pre-approved, so that you (but if you acquire a MVS Complete package, your authorised users only) may request an IMAC. However, if we have given you a procedures manual, and the Soft IMAC is set out in the procedures manual as an exception which requires further approval, then that approval must be provided before we will perform the Soft IMAC.

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3.36 We may charge you for the provision of Soft IMACs according to these terms.

#### Simple Soft IMACs

3.37 For carriage services, 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. For PABX equipment, we will advise you at the time of request if your IMAC is a Simple Soft IMAC. We will also advise you whether your Simple Soft IMAC request relates to carriage services or PABX equipment.

SIMPLE SOFT IMACS - CARRIAGE		
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 Bargein	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

3.38 For carriage services, 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. For PABX equipment, we will advise you at the time of request if your IMAC is a Complex Soft IMAC. We will advise you whether your Simple Soft IMAC relates to carriage services or PABX equipment.

COMPLEX SOFT IMACS - CARRIAGE		
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	

### Soft IMAC Projects

3.39 We will let you know at the time of request if your change is a Soft IMAC Project for PABX equipment. A Soft IMAC Project for carriage 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

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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 ACD/UCD groups or consoles	Establish night service routing and overflow destination for ACD/UCD and Consoles	Voicemail configurations affecting more than one Standard End or call flows mimicking ACD functionality

#### Hard IMACs

- 3.40 All requests for Hard IMACs must be approved by us on a case by case basis.
- 3.41 We will schedule and coordinate the performance of Hard IMACs at your premises.
- 3.42 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.
- 3.43 We will bill you for all charges monthly in arrears where Hard IMACs are not included in your package.

#### How we perform IMACs

- 3.44 If you request IMACs, our service desk will:
- (a) liaise with our other service areas;
  - (b) liaise with our technical areas, as needed;
  - (c) track progress of your request;
  - (d) confirm completion and close of your request; and
  - (e) update your configuration records following completion of your request.
- 3.45 If you or a third party perform a change to your equipment, carriage network or IP carriage service or network that is not expressly authorised by us, and an IMAC is required to remedy the unauthorised change, we may charge you for providing the IMAC.

#### IMACs requiring project coordination

- 3.46 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; or
  - (c) it is listed above as a "Soft IMAC Project".
- 3.47 Where we believe an IMAC requires project coordination:

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- (a) we will provide you with a quotation for the IMAC; and
- (b) we will not proceed with the IMAC without your agreement.

### 4 SERVICE TARGETS

- 4.1 Our service targets are measured over each billing month, during our service desk hours of operation. We aim, but do not guarantee, to meet the service targets.
- 4.2 The service targets for your telecommunications services are as set out in the applicable agreement or section of Our Customer Terms for your service. The service targets for the Telstra Managed Voice service are as set out below.

#### IMAC Completion Times

- 4.3 We aim (but do not guarantee) to meet the following service targets for IMAC completion times, for your equipment:

Simple Soft IMACs	Two (2) complete business days
Complex Soft IMACs and Hard IMACs	Five (5) complete business days

- 4.4 We measure the Soft IMAC completion time 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).
- 4.5 We measure the Hard IMAC completion times 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,
- 4.6 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). 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 targets, unless service interdependencies exist, in which case the Complex Soft IMACs Service Target will apply to all interdependent requests.

#### Service Target Exclusions

- 4.7 The following events are excluded from the calculation of the service targets:
  - (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;

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- (c) our scheduled maintenance down times for the Telstra Managed Voice service including service desk maintenance and down time of the network to conduct IMACs;
- (d) any action or inaction by us at your direction, against our reasonable advice, such as a failure to refresh or upgrade software or equipment;
- (e) where you have not complied with your obligations under these terms or the procedures manual (where applicable);
- (f) delays caused by you or a third party, including any delay caused by us seeking your or a third party's approval or authorisation;
- (g) work undertaken by your suppliers or a third party;
- (h) additional work, whether carried out on these terms or otherwise;
- (i) any incident or problem relating to your network infrastructure or equipment, unless you acquire a MVS package that includes maintenance for your PSTN network or IP carriage network; and
- (j) any events not within our reasonable control.

#### PABX equipment maintenance faults

4.8 If you acquire a MVS Essentials – PABX Onsite, PABX Remote, MVS Enhanced or MVS Complete package, and we provide PABX equipment maintenance services to you under this section of Our Customer Terms, the following service targets apply:

		STANDARD	BUSINESS DAY	EXTENDED	24 HOUR
<b>Response Times</b>	Priority Level One	Max 4 Hours	Max 2 Hours	Max 2 Hours	Max 2 Hours
	Priority Level Two	Best Effort	Max 8 Hours	Max 8 Hours	Max 8 Hours
<b>Coverage Hours</b>		8am- 5pm Mon- Fri (excl public holidays)	8am-5pm Mon-Fri (excl public holidays)	8am-10pm Mon – Sun (inc public holiday)	24 hours; Mon – Sun (inc. public holidays)

4.9 Service faults are classified into two categories, Priority Level One and Priority Level Two, as described below, to determine response time targets.

PRIORITY LEVEL ONE (MAJOR)	PRIORITY LEVEL TWO (MINOR)
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<ul style="list-style-type: none"> <li>• Requires immediate action – has critical impact</li> <li>• Fault affecting 25% or more extensions</li> <li>• Fault affecting 25% or more of data peripherals connected to PABX</li> <li>• Fault affecting total system operations</li> <li>• Controller or processor outage</li> <li>• Operator console outage (i.e. Switchboard)</li> </ul>	<ul style="list-style-type: none"> <li>• Requires action – has no critical impact</li> <li>• An extension is dead</li> <li>• Incoming calls are intermittently dropping out</li> <li>• Intermittently not receiving incoming calls</li> <li>• Outgoing calls dropping out intermittently</li> <li>• Intermittent noise on outgoing calls</li> <li>• Unable to transfer from extension</li> <li>• Intermittent calls dropping out on automatic call distribution</li> <li>• Voice paging not operating</li> <li>• Loud/high pitch noise on transit calls</li> <li>• Alarm flashing</li> <li>• Call logging/accounting not operating</li> <li>• Intermittent external talking on internal calls</li> <li>• Intermittent external talking on external calls</li> <li>• Music on hold not operating</li> </ul>
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- 4.10 The response time is the time taken during the coverage hours set out above to locate and commence rectifying a reported fault. We are deemed to have responded to a fault when:
- you are contacted by us and informed that the fault has been identified by remote diagnostics and that work has commenced to rectify the fault;
  - you are contacted and we attempt identification and restoration of the fault with your assistance; or
  - if we are unable to contact you due to the fault or if remote assistance is not possible, the call will be deemed to be "on hold" until one of our representatives is able to attend the site.
- 4.11 If we are unable to make contact with you and it is deemed necessary to make contact with you to enable onsite access for the attending technician, then the call will be deemed to be "on hold" until contact can be made with you at which point the elapsed time on the response time will recommence.
- 4.12 Restoration applies only if you acquire a MVS Complete package and have chosen "restoration" as an optional part of your package in your separate agreement with us. In those circumstances, "restoration" of service means that the service difficulty has been resolved to the extent that you are able to continue the use of the relevant system in accordance with its usual business practice. In some cases, the restoration of service may involve a temporary solution which enables you to continue the use of the relevant system until such time as we are able to effect a full repair.

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### 5 GENERAL

#### Service Desk

5.1 We will provide you with the following means of contacting the service desk:

PACKAGE	SERVICE DESK
MVS Essentials - PABX Onsite	<ul style="list-style-type: none"><li>• a shared 13 or 1300 number; and</li><li>• an email address and/or fax number, at your request.</li></ul>
MVS Essentials - PABX Remote	<ul style="list-style-type: none"><li>• a shared 13 or 1300 number; and</li><li>• an email address and/or fax number, at your request.</li></ul>
MVS Essentials - Carriage	<ul style="list-style-type: none"><li>• a shared 1800 number;</li><li>• an email address and/or fax number, at your request; and</li><li>• access to the Telstra Managed Voice web portal if we make such a portal available.</li></ul>
MVS Essentials - Hosted	<ul style="list-style-type: none"><li>• a shared 1800 number;</li><li>• an email address and/or fax number, at your request; and</li><li>• access to the Telstra Managed Voice web portal if we make such a portal available.</li></ul>
MVS Enhanced	<ul style="list-style-type: none"><li>• a shared 1800 number;</li><li>• an email address and/or fax number, at your request; and</li><li>• access to the Telstra Managed Voice web portal if we make such a portal available.</li></ul>
MVS Complete	<ul style="list-style-type: none"><li>• a dedicated 1800 telephone number, which we will answer as the service desk of your organisation's name;</li><li>• an email address and/or fax number, at your request; and</li><li>• access to the Telstra Managed Voice web portal if we make such a portal available.</li></ul>

5.2 Our service desk is your first point of contact for reporting incidents and making service requests.

5.3 Our service desk will:

- (a) provide job reference numbers to the person who logged the fault (but if you acquire a MVS Complete package, those job reference numbers will only be provided to your authorised users);

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- (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 (if you acquire a MVS Complete package, the support levels are set out in the procedures manual);
- (c) provide updates on incidents and service requests to the person who logged the fault (or if you acquire a MVS Complete package, to your authorised users);
- (d) if you acquire a MVS Complete package, 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 person who logged the call, or the authorised user (as the case may be) is satisfied that the incident has been fixed or that the service request has been completed.

5.4 The service desk will operate during the coverage hours set out above, except that incidents may be reported at any time (24 x 7 x 365).

#### Your obligations

5.5 If we maintain PABX equipment for you as part of your package, you agree:

- (a) to keep the equipment secure;
- (b) to maintain the equipment according to the manufacturer's instructions;
- (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 your premises, as we, and our suppliers, require to deliver the Telstra Managed Voice service;
- (h) to ensure that your authorised users (if relevant) and end-users use the equipment appropriately and exercise due care towards the equipment; and
- (i) if you acquire a MVS Complete package, to train the authorised users on the appropriate use of the service desk and to ensure they comply with the procedures manual where available.

5.6 You agree to inform us of:

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- (a) any activity that may affect our delivery of the Telstra 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 Telstra Managed Voice service.

5.7 If you acquire a MVS Complete package, 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 date we cease providing the Telstra Managed Voice service to you, 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.

#### Your warranties

5.8 You warrant that:

- (a) you own or lease the equipment;
- (b) have obtained and will maintain, all necessary licences (including those relating to software), permits, consents, authorisations and approvals necessary to operate the equipment and permit us to perform our obligations under this section of Our Customer Terms.

#### Amendments

5.9 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.

#### Changes to your Premises, Equipment and/or Software

5.10 You may request a change to:

- (a) the equipment and/or software managed and supported by us as part of your Telstra Managed Voice service; or
- (b) your premises (including, but not limited to, a request to decommission a premises of the provision of the Telstra Managed Voice service),

by notifying us in writing of the change(s) you require.

5.11 We will liaise with you to determine if we can deliver your Telstra Managed Voice service according to your proposed changes.

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### **MVS Essentials – Carriage, MVS Essentials - Hosted and MVS Enhanced (carriage aspects)**

- 5.12 For MVS Essentials – Carriage, MVS Essentials – Hosted and the carriage aspect of your MVS Enhanced package, 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.
- 5.13 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.
- 5.14 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.

### **MVS Essentials – PABX Onsite, PABX Remote and MVS Enhanced (PABX aspects)**

- 5.15 For MVS Essentials - PABX Onsite and PABX Remote, and PABX aspects of MVS Enhanced packages, 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 requesting us to complete a maintenance contract variation form specifying the change(s) you require.
- 5.16 The charges in respect of the changes will be our then-current commercial charges for the relevant equipment, software and/or services.

### **Additional Work**

- 5.17 You may request that we provide consultancy, project, technology refreshes, training or other unforeseen work, in relation to the Telstra 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**

- 5.18 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, while we

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provide the Telstra Managed Voice service to you solely for the purposes of meeting your obligations under these terms.

- 5.19 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 your Telstra Managed Voice service, or termination of the service for any reason.
- 5.20 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.
- 5.21 Each party (**Indemnifying Party**) indemnifies the other party (**Indemnified Party**) against all loss, damage, injury, claim, demand, cost or expense (including legal fees and expenses) (**Loss**) that the Indemnified Party suffers or incurs and that arises naturally (that is, according to the usual course of things) as a result of the Indemnifying Party's breach of clause 5.20, except to the extent the Indemnifying Party's breach of clause 5.20 is caused or contributed to by the Indemnified Party. The Indemnified Party will take reasonable steps to mitigate the Loss suffered or incurred as a result of the Indemnifying Party's breach of clause of 5.20.

### 6 EQUIPMENT SUPPLY AND INSTALLATION – MVS COMPLETE

- 6.1 If you:
- (a) acquire a MVS Complete package; and
  - (b) have chosen to receive equipment supply and installation from us in association with your Telstra Managed Voice service,
- we will supply and install the equipment and software at your premises (as described in your agreement with us) on the terms set out in section 11 of Part B of this Managed Voice Services section of Our Customer Terms.

### 7 EQUIPMENT MAINTENANCE AND SOFTWARE ASSURANCE

- 7.1 This section applies to your Telstra Managed Voice service if you acquire any of the following packages:
- (a) MVS Essentials - PABX Onsite;
  - (b) MVS Essentials – PABX Remote;
  - (c) MVS Enhanced; and
  - (d) (MVS Complete (for which you must have selected PABX equipment maintenance as your maintenance option)).
- 7.2 There are two types of maintenance that we provide under this section:
- (a) PABX equipment maintenance; and
  - (b) software assurance services for PABX equipment (where available).

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- 7.3 We may (but are not obliged to) use third party suppliers in providing the PABX equipment maintenance to you.
- 7.4 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 section.

#### **PABX Equipment Maintenance**

- 7.5 PABX equipment maintenance is designed to ensure that your PABX equipment is maintained or restored as quickly as reasonably possible. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we cannot and do not warrant or guarantee:
- (a) uninterrupted or error-free operation of the equipment we maintain for you; or
  - (b) our maintenance services will achieve or result in a solution to any problem affecting the equipment.
- 7.6 PABX equipment maintenance may include:
- (a) performing remote diagnosis on your PABX equipment;
  - (b) attending your premises, if we cannot remotely access your PABX equipment (if you acquire a PABX Remote package, physical attendance is at additional charge which we will notify to you at the time);
  - (c) providing replacement parts (if you acquire a MVS Essentials – PABX Remote package, this is at additional charge which we will notify to you at the time); and
  - (d) providing you with any free-of-charge patches or hot fixes provided to us by the vendor of your PABX equipment.
- 7.7 Our service desk is your first point of contact for reporting incidents or requesting maintenance on your PABX equipment.

#### **Old Equipment**

- 7.8 You acknowledge that where your PABX equipment includes items which are not at their current version or the version prior to the current version, or are no longer actively supported by the manufacturer (in that the manufacturer has classified them as “sale end of life” or “service end of life”), we may:
- (a) agree with you to provide PABX equipment maintenance services on a “best efforts” basis only (and you acknowledge that we cannot provide any services which rely on vendor support); or
  - (b) not be able to provide maintenance services to you and will notify you in writing.

#### **Replacement Parts**

- 7.9 As part of our maintenance services, we will replace any component parts, assemblies and sub-assemblies in the equipment that we consider require replacement due to normal wear

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and tear. We will use new or "as new" component parts, assemblies and sub-assemblies (as the case may be).

- 7.10 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.
- 7.11 Risk of loss of or damage to a replacement part passes to you on installation.
- 7.12 A replacement part will be considered part of the equipment that we maintain once title has passed to you.
- 7.13 Title to and risk of loss of, or damage to, a replaced part passes to us on its removal from the equipment.

#### **Additional Equipment**

- 7.14 We may maintain additional equipment (including any upgrades) if:
  - (a) we have received (from you or from one of our dealers, agents or subcontractors) a request for us to complete a maintenance contract variation form specifying the additional equipment; and
  - (b) we have agreed to perform that maintenance contract variation.
- 7.15 If it comes to our attention that new equipment:
  - (a) has been located with the existing equipment that we maintain such that we, acting reasonably and in a professional manner, have performed maintenance services in respect of the new equipment, then:
    - (i) we may, give you written notice that the new equipment has been maintained by us under this section; and
    - (ii) you must pay the relevant fees for the maintenance services performed on the new equipment, based on our then-current rates; and
  - (b) is or will be located with the existing equipment that we maintain, then we may give you written notice that the new equipment will be maintained by us under this section of Our Customer Terms at our then-current rates. You may notify us within 5 Business Days that you do not want us to perform maintenance services in relation to the new equipment, in which case we will not maintain the new equipment and, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not liable or responsible to you in connection with any loss or damage you suffer or incur in connection with the new equipment or us not providing maintenance services in connection with the new equipment, except to the extent caused by our (or our contractors') negligence. If you do not notify us that you do not want us to perform maintenance services in relation to the new equipment in accordance with the previous sentence, we will perform maintenance services in relation to the new equipment and charge you for such maintenance services at our then-current rates.



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### Software Assurance Services for PABX equipment (where applicable)

- 7.16 To enable us to provide the software assurance services, you must:
- (a) maintain your PABX equipment build at the current major release (N) or one major release prior (N-1);
  - (b) allow our (and our vendors') licence and configuration management systems to perform site audits and to access your PABX equipment via VPN or dial-up connections, or as otherwise specified by us; and
  - (c) not make or allow any changes to or affecting your PABX equipment without our prior written consent.
- 7.17 The following services are not included:
- (a) fault resolution relating to issues within your network or network capacity;
  - (b) resolution of issues relating to interoperability of your PABX equipment's software with other operating systems, network management software or other software applications;
  - (c) maintenance for software platform versions which are older than N-1; and
  - (d) installation services relating to software updates and new releases.
- 7.18 If you do not accept an update or new release of the software that we support, or do not arrange for installation of an update or new release of the software within a reasonable time (but in any event no later than 3 months from the date of release), we may cease to provide the maintenance services.
- 7.19 You may ask us to provide installation of software updates and new releases to you. If we agree, we will perform those services at our commercial rates current at the time we perform the services.

### Relocation of Equipment

- 7.20 You must give us prior written notice if you intend to relocate any of the PABX equipment we maintain under this section.
- 7.21 You may ask us to relocate existing PABX equipment for you. If we agree, we will perform those services at our commercial rates current at the time we perform the services.
- 7.22 If any of the PABX equipment we maintain is relocated (whether or not by us under this section or by a third party):
- (a) we will increase the charges applicable to the provision of maintenance services in respect of that PABX equipment to the extent that the relocation results in any cost increases to us;

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- (b) the maintenance services will not include the repair of any faults or errors arising from relocation of the PABX equipment; and
- (c) where you have IP-compatible PABX equipment, we may require that you submit your data network to a network readiness assessment. We will conduct the network readiness assessment at our commercial rates current at the time of the assessment.

#### Site Audits

7.23 We may, at our choice, perform site audits at 12 monthly intervals to check all telecommunications equipment and associated peripherals and software on your premises. We will use the audit to verify equipment configuration and may adjust the charges for the maintenance services if we determine that we have not been charging you for maintenance of all of the PABX equipment we maintain.

#### What if the PABX equipment is unserviceable?

7.24 If we cease support for any of your PABX equipment or if we think any of your PABX equipment:

- (a) can no longer be kept in good working order (including because, in our opinion, works have been conducted on all or part of the maintained PABX equipment by persons not accredited by us to perform those works);
- (b) is uneconomic to service (including because it has been damaged or destroyed to the extent it is uneconomic to repair or restore);
- (c) parts necessary to maintain the whole or part of the maintained PABX equipment are no longer readily available or manufactured; or
- (d) support software in respect of the software necessary to operate the whole or part of the maintained PABX equipment is no longer readily available,

we will notify you.

7.25 Subject to clause 7.24, we reserve the right, at our choice, to:

- (a) increase the charges for the equipment maintenance services subject to your approval;  
or
- (b) cease providing maintenance services on that PABX equipment (and we will notify you in writing).

7.26 If we cease providing maintenance on any of your PABX equipment and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

#### What PABX equipment maintenance does not cover

7.27 PABX equipment maintenance does not include:

- (a) maintenance of any equipment not set out in your agreement with us;

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- (b) maintenance of anything attached to the equipment including third party equipment (unless we agreed in writing to it);
- (c) for all packages other than MVS Complete, IMACs (which are an additional option in the Telstra Managed Voice service);
- (d) fixing any faults in the PABX 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 PABX equipment;
- (f) fixing any faults in the PABX equipment caused in our reasonable opinion by:
  - (i) the incorrect use, negligent use, misuse or abuse of the equipment or software;
  - (ii) a person not authorised by us re-installing, moving, removing, changing, maintaining or servicing the equipment or any other actions of a person not authorised by us;
  - (iii) connecting the equipment to any devices or other equipment not recommended by the 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 equipment;
  - (viii) the 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 equipment including third party equipment;
- (g) maintenance of any 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 equipment;
- (i) maintenance of the equipment or repair of faults outside of the agreed maintenance level coverage hours;

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- (j) the repair of damage or malfunction caused by an act of God, lightning, flood, electrostatic interference, power surge, or failure in electrical power, air conditioning or humidity control;
- (k) the replacement, transposition or repair of backbone and external cabling other than system integral interconnecting cables;
- (l) the servicing of software that has been customised after initial installation, except where the customisation has been performed under a software maintenance agreement existing between you and us;
- (m) remedial software maintenance for software platform versions which are older than the current release minus 1 (N-1);
- (n) backup and storage of configuration data and program data;
- (o) removal, relocation and reinstallation of PABX equipment, devices or attachments;
- (p) remedial maintenance of external power supply equipment which is not PABX equipment; and
- (q) repair of damage or errors arising from the relocation, reinstallation or removal of the PABX equipment, devices or attachments by anyone other than us.

#### Special Requirements

- 7.28 The provision of specialised equipment or labour, including a cherry picker, or professional rigger, are not included in the maintenance services. Where such equipment or labour is required to enable access to the PABX equipment or to perform any of the maintenance services, we will notify you of the relevant charges, and if you agree to pay those charges, we will utilise the relevant specialised equipment or labour to perform the maintenance services. If you do not agree to pay those charges, we will not perform the maintenance services which require that specialised equipment or labour.
- 7.29 Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we are not responsible for any loss or damage to software, firmware, information or memory data of yours contained in, stored on, or integrated with the PABX equipment.
- 7.30 We are not responsible for any toll fraud, fraudulent intrusion, unauthorised use or disclosure or loss of proprietary information associated with your equipment. Subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, we do not warrant or represent that the equipment or our equipment maintenance will prevent or is immune from such activity.

#### Third Party Equipment

- 7.31 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 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 services.

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### Your obligations

- 7.32 You must ensure all equipment is used properly in accordance with operating manuals (including materials which can be downloaded from the manufacturer's website) and provide us with:
- (a) reasonable and safe access to (and use of) the equipment and the premises at all times during the agreed maintenance level coverage hours;
  - (b) accurate and complete information about the 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. If you do not provide this access, we will charge you our additional costs actually incurred in performing our maintenance functions;
  - (d) all cooperation and assistance that we reasonably request or that is otherwise necessary to enable us to perform the equipment maintenance;
  - (e) a suitable environment for the effective servicing of the equipment;
  - (f) conditions which are consistent with the equipment specifications;
  - (g) auxiliary services necessary for the correct operation of the equipment;
  - (h) adequate air-conditioned and dust-free storage for spare parts (including consumable parts) packaged in electrostatic (ESD) packaging and held on site;
  - (i) protection for the equipment from electrostatic interference and power surges; and
  - (j) sufficient stocks of consumable items to ensure that a satisfactory level of service can be maintained.
- 7.33 You must take all reasonable steps to anticipate and avoid creating conditions that threaten the health or safety of any person performing maintenance.
- 7.34 You must designate a primary contact and up to three (3) 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.
- 7.35 When using PABX equipment you must comply with any guidelines of ours and of the third party supplier or manufacturer of the PABX equipment in relation to the proper use of the PABX equipment.
- 7.36 You must tell us immediately if you no longer have the PABX equipment.
- 7.37 If a fault occurs wholly or partly because of something done or not done contrary to this section we will not be responsible for the repair of any damages caused.

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### Warranties and use of the replacement equipment

7.38 We warrant that:

- (a) our PABX equipment maintenance services (other than materials and replacement parts) will, for a period of 90 days from the date we provide the maintenance services to you, meet our published performance specifications applicable as at the date on when we provide the equipment services to you; and
- (b) any materials and replacement parts provided in connection with the maintenance services will be new or in "as new" condition.

These warranties do not apply:

- (c) to any other equipment except the equipment we maintain under this section of Our Customer Terms;
- (d) if the equipment is not maintained or used by properly trained users; or
- (e) if the equipment is not interfaced in accordance with the specifications that we notify to you.

7.39 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 replacement equipment.

7.40 If the warranties cannot be assigned, we will, at your request, use our reasonable endeavours to enforce the warranties on your behalf.

7.41 The warranties will not apply if the replacement 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 accident.

7.42 You are solely responsible for any use of the replacement equipment or any services connected to the equipment, by you or any third party, whether authorised or not.

### Payment

7.43 You must pay us the charges monthly according to the General Terms of Our Customer Terms at [http://www.telstra.com.au/customer-terms/businessgovernment/?red=/customerterms/bus\\_government.htm](http://www.telstra.com.au/customer-terms/businessgovernment/?red=/customerterms/bus_government.htm).

7.44 Any warranty rights expressly set out under this section of Our Customers Terms do not arise until we have received payment for the equipment maintenance services.

### Price review of equipment maintenance

7.45 We may review and change the charges by notice in writing to you:

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- (a) where the term set out in your agreement is less than or equal to 12 months, we may increase the charges to a level which does not result in the charges being greater than our then current commercial rates. The increased charges will take effect on the date specified in the notice, which will be no less than 21 days after the date of the notice. We may increase the charges like this only once during the term;
- (b) where term set out in your agreement is more than 12 months (or is renewed for more than 12 months), the charges will be reviewed and changed with effect from each anniversary of the date we commenced providing the service to you (Adjustment Date) in accordance with the following formula (unless the formula results in a decrease to the Services Charge):

$$\text{Adjusted Service Charge} = \frac{SC \times C2}{C1}$$

where:

*SC = the charges payable during the year immediately preceding the relevant Adjustment Date;*

*C1 = the Index Number for the quarter ending immediately prior to the date we commenced providing the service to you or, where a charges review has taken place, the Adjustment Date immediately preceding the relevant Adjustment Date;*

*C2 = the Index Number for the quarter ending immediately prior to the Adjustment Date; and*

*Index Number means the Consumer Price Index (All Groups), Weighted Average of Eight Capital Cities, published from time to time by the Australian Bureau of Statistics ([www.abs.gov.au](http://www.abs.gov.au)).*

- 7.46 If we change the charges in accordance with 7.45(a) and this has more than a minor detrimental impact on you, you may cancel your service without having to pay any early termination charges for that service.

#### Price review of software assurance

- 7.47 We may review and change the charges, with effect from the anniversary of the date we commenced providing the service to you, to cover our additional costs and expenses associated with an increase in the cost of the manufacturer's software assurance program.

#### Travel and Living Expenses

- 7.48 We may charge you for travel and living expenses for maintenance services we provide at a site more than 40 kilometres from our nearest customer service centre. Charges will be based on our standard travel policy at the relevant time and will be invoiced monthly in arrears.

#### General conditions

- 7.49 We will respond to faults reported by you outside the standard hours of coverage as set out in your agreement with us. Such responses will be charged to you at our then current commercial rates for out of hours services which we tell you beforehand.
- 7.50 Listed below are examples of components that will be serviced, but not replaced, by us under our equipment maintenance services:
- (a) batteries (visual inspections only);

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- (b) cabinets and shelves;
- (c) stand alone power rectifier units;
- (d) wiring and cabling; (e) backplane wiring; and
- (f) peripheral CPE.

7.51 Examples of work that will not be conducted include:

- (a) electrical work external to the CPE;
- (b) hardware or software designs or modifications to the CPE;
- (c) software upgrades; and
- (d) virus protection.

7.52 Labour, parts and materials for faults caused by weather conditions (e.g. lightning, temperature extremes, flooding); power surges or power failures, and wilful, negligent or accidental damage caused by you or third parties are not included as part of our maintenance services.

## 8 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.

**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 the Telstra Managed Voice service is provided.

**Hard IMAC** means IMACs where we have to attend your premises.

**IMAC** means Installs, Adds, Moves and Changes.

**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



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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.

**LAN** means Local Area Network.

**MAN** means Metropolitan Area Network.

**Managed Voice Service** means the Telstra Managed Voice service as described in these terms and includes any optional features that you take up.

**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.

**Premises** means the land, building, structure, vehicle or vessel which is owned, leased or occupied by you, to which a Telstra Managed Voice service is supplied, and as specified in your separate agreement with us.

**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.

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

**VLAN** means Virtual Local Area Network.

**WAN** means Wide Area Network.