

OUR CUSTOMER TERMS TCCS SOLUTIONS

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1 ABOUT THIS SECTION

Our Customer Terms

- 1.1 This is the Telstra Collaboration and Customer Contact Solutions (TCCS) 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 that 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 section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 Any right for us to suspend or terminate your TCCS service in this section is in addition to our rights to suspend or terminate your TCCS service under the General Terms.

2 GENERAL

Availability

- 2.1 The TCCS services are not available to Telstra Wholesale Customers or for resale.

Prerequisites

- 2.2 In order to take the TCCS services, you have to fulfil any obligation or provide any input described in this section of Our Customer Terms or in your Application Form or separate agreement with us.
- 2.3 If you do not comply with section 2.2, we will not be able to provide your Service and we may cancel it by giving you written notice. Early termination charges may apply.

3 THE TELSTRA COLLABORATION AND CUSTOMER CONTACT SOLUTIONS

What are the Telstra Collaboration and Customer Contact Solutions services?

- 3.1 The TCCS services provide management and integration of unified communications and contact centre technology.
- 3.2 The TCCS services you can ask us to provide, and a summary of their features, are set out below:

Service	Features
1. Telstra Collaboration and Customer Contact Solutions	<ul style="list-style-type: none">• Equipment Supply Services• Installation Services• Support & Maintenance Services

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- 3.3 You can request the TCCS services by completing an Application Form or entering into a separate agreement with us. The scope and specific details of your TCCS services are set out in your Application Form or separate agreement with us.

PART A: GENERAL TERMS FOR TCCS SERVICES

4 TERM

- 4.1 The Term of your Service is set out in your Application Form or separate agreement with us. You must take the Service for the Minimum Term we specify.
- 4.2 The Service will be automatically renewed for successive 12 month terms (Renewal Term), at the then-current charges, unless either party gives the other party notice in writing of its intention not to renew, at least thirty (30) days prior to the expiration of the Minimum Term or then-current Renewal Term. We will provide you with reasonable advance notice that your service is about to be renewed. After your service has renewed, you can terminate your service at any time in which case we will not charge you the standard early termination charges for your service (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your service at any time after your service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

5 SITE AUDIT AND DESIGN SERVICES

Preliminary matters

- 5.1 Before providing you with the Services, we will audit your Sites to determine whether they are suitable for the proposed Services, and ensure that any tasks we require you to complete in order to implement the Services have been completed.
- 5.2 If you have requested design services, these will be implemented once your site audit has been completed and you have provided us with all necessary information.
- 5.3 We may make changes to the design of your Solution at any time prior to implementation, and if we do we will notify you in writing.

Assumptions

- 5.4 The site audit and design services are based on the user profiles nominated by you and other existing users of your unified communications solution, with a tolerance for your future use, based on your forecasts provided to us. We use this information to decide what equipment and software you need as part of your Service.

Information you provide

- 5.5 You must ensure that all the information you provide us is accurate and complete. You must provide us in a timely manner with information:
- (a) about any works that may impact our activities; or
 - (b) that we reasonably request for the purposes of us providing the Services.
- 5.6 You understand that your Services may be unsuitable, may have errors and/or may be delayed if you provide us with inaccurate or incomplete information.

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- 5.7 We may charge you an additional fee for any delay or additional work we are required to perform because of your inaccurate or incomplete information.

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6 INSTALLATION SERVICES

Installation of Equipment

- 6.1 We will install the Supplied Equipment and Supplied Software at each of your Sites.
- 6.2 The installation services will be conducted as a separate project and will be further detailed in your Application Form or separate agreement with us.

Exclusions

- 6.3 Unless we otherwise agree with you in writing we are not responsible for:
 - (a) installation of cabling between equipment;
 - (b) supply of any patching cables;
 - (c) hardware preparation;
 - (d) supply or installation of power, general purpose outlets or any UPS or battery backup unit;
 - (e) loading software onto servers you are responsible for or providing;
 - (f) provision of any rack (rack unit) or supporting structure to house the equipment;
 - (g) the supply or installation of any cabling frames including but not limited to Main Distribution Frame (MDF), Test Point Frame (TPF), Intermediate or Distribution Frames (IDF);
 - (h) any horizontal or vertical (distribution) cabling;
 - (i) any MAN, WAN or LAN cabling or equipment upgrades;
 - (j) any network rationalisation, upgrade, conditioning or otherwise ensuring that your network is suitable for the installation;
 - (k) backup, external storage or archival of media (audio or screen capture) files;
 - (l) any system administration training unless specified;
 - (m) any configuration or integration activity of your existing equipment, software or application;
 - (n) site survey;
 - (o) carriage services;
 - (p) management, support, configuration and maintenance of your existing infrastructure;
 - (q) decommissioning, removal and disposal, including power equipment and batteries, of existing equipment;
 - (r) software or hardware problems resulting from your equipment or services or problems beyond our control, including major software upgrades; or
 - (s) VoIP Network Assessment (VNA).

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- 6.4 We are not responsible for any problem that occurs during installation unless we cause the problem. If a problem occurs which we did not cause, and you ask us to fix it, there may be extra charges which we will advise you of. For clarity, this applies to any damage you cause to your equipment or Service when you service or repair your equipment (even if we have given you prior approval to do such repair or servicing work).

Site access and preparation

- 6.5 In order for us to provide the installation services to you, you must:
- (a) ensure that each Site is fully prepared as required by us to enable us to deliver and install the Equipment (including ensuring that all changes set out in the design plan are completed);
 - (b) ensure that any data collection questionnaire we provide is completed and returned before any of our resources attend at your Site;
 - (c) permit us or our sub-contractors to access your Site (on reasonable notice) to deliver the Equipment to you and perform the installation Service;
 - (d) provide us and our subcontractors with a safe working environment, reasonable access to your network, systems and personnel and all reasonable assistance;
 - (e) ensure that we can connect to your network via a method that we approve and that will provide remote access to the Equipment we manage as part of the Service; and
 - (f) if your Equipment has been delivered to you prior to installation, ensure that the Equipment is made available to us for installation.
- 6.6 If any failure or delay by you in performing any of your obligations under this Section affects the installation services, then we will be entitled to an extension of time to perform the installation services, and you will compensate us for any costs incurred by us from the failure including costs associated with down time and re-scheduling of resources.
- 6.7 You must provide all required assistance, information, facilities, resources and access to personnel, systems and documentation, third party consents and licences required to enable us to provide the installation services.
- 6.8 We will install the Supplied Equipment at your sites during our standard business hours of 8am to 5pm, Monday to Friday (excluding public holidays) unless we agree otherwise with you. Additional charges will apply if you require us to install the Supplied Equipment at your sites outside of our standard business hours.

Testing following installation

- 6.9 We will notify you when the installation of the Supplied Equipment is complete. We will test the Supplied Equipment following installation, and you must provide us with all reasonable assistance necessary to enable us to perform our testing.
- 6.10 You must provide a project manager, architect liaison and appropriate resources for user acceptance testing (if relevant).

Use of the Equipment

- 6.11 You are solely responsible for all use of the Services as well as all Equipment and related services and equipment supplied in the course of providing you with the Services, irrespective of whether such use is authorised by you.

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7 WARRANTY

Equipment warranty

- 7.1 We warrant that the Equipment will operate in all material respects with the applicable instructions and specifications made available with the Equipment. If the Equipment does not comply with the warranty, at our option we will:
- (a) repair or replace the relevant item of Equipment; or
 - (b) provide you with a refund for the relevant item of Equipment.
- 7.2 Replacement Equipment (including parts) may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. We warrant replacement equipment as above for the remainder of the original applicable Equipment warranty period.
- 7.3 Unless a different period is specified in your Application Form or separate agreement with us, the warranty periods for Equipment are as follows:
- (a) for Supplied Equipment: twelve (12) months, beginning on the date we deliver the Equipment; and
 - (b) For Supplied Software and software media: ninety (90) days, beginning on the cutover Date for software we install and on the date we deliver the software for all other software.

Services warranty

- 7.4 We warrant to you that Services will be carried out with due care and skill, in a professional, workmanlike and timely manner by suitably qualified personnel. If the services have not been so performed and you notify us in writing in reasonable detail within thirty (30) days after the performance of the service, then we will, at our option re-perform the Services, correct the deficiencies or render a prorated refund based on the original charge for the deficient services.

Third Party Component warranties

- 7.5 To the extent legally possible, we will transfer the Third Party Components warranties to you, from the time title passes to you.
- 7.6 If we cannot assign the benefit of any Third Party Component manufacturer warranties to you and the Third Party Component is faulty and under warranty, we will liaise with the Third Party Component manufacturer on your behalf to attempt to procure that you receive the benefit of any applicable warranty.
- 7.7 To the extent permitted by law and subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, you are liable for all costs and repairs to the Third Party Component for faults that are not covered by the Third Party Component manufacturer warranties.

Exclusions and disclaimers

- 7.8 The warranties do not extend to any loss, damage or failures caused by:
- (a) your use of Equipment in breach of this Section or in a manner inconsistent with the operating documentation;
 - (b) using any equipment, software, or facilities not provided by us with the Equipment (except to the extent provided in any documentation we provide to you);

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- (c) your failure to follow our installation, operation or maintenance instructions;
- (d) your failure to permit us timely access, remote or otherwise, to Equipment;
- (e) failure to implement all new updates to software provided as part of the Services;
- (f) Equipment that has had original manufacturer's serial numbers altered, defaced or deleted; or
- (g) Equipment that has been serviced or modified by a party other than us.

8 EQUIPMENT

Passing of property, title and risk

- 8.1 You will be deemed to have accepted the Equipment if you do not reject it within 5 Business Days from the date it is delivered to your Site.
- 8.2 Risk in any Equipment passes to you at delivery. Title passes when we receive payment in full from the Equipment. You do not receive title to rented Equipment (unless you separately purchase it from us at the end of the rental term).
- 8.3 Pursuant to the *Personal Property Security Act 2009* (Cth) (PPSA) property in and title to any Supplied Equipment shall pass upon your payment in full of all monies due in relation to the Supplied Equipment in accordance with the terms of this Section.
- 8.4 You and we agree that pursuant to the PPSA, that we shall have a Security Interest in all Supplied Equipment purchased by you under the Agreement until you pay us all monies due in relation to the Supplied Equipment in accordance with the terms of this Agreement.
- 8.5 You agree to do all things that we reasonably request, including executing all documents and providing all information which we may require and co-operating fully with us, to ensure that at all times we have a protected Security Interest in relation to all Security Interests in the Supplied Equipment and with the priority available to and sought by us and including, if applicable, a Purchase Money Security Interest in respect of the Supplied Equipment supplied by us to you pursuant to this Agreement.

Delivery

- 8.6 We will deliver any Equipment that you purchase or rent from us to your nominated address.
- 8.7 We will aim but do not promise to deliver the Equipment in accordance with any agreed timetable for delivery specified in your application form or separate agreement with us, and, if no timetable for delivery is specified, then in a reasonable time.
- 8.8 If we consider that a failure by you to meet an obligation is likely to prevent us from meeting an agreed timetable for delivery, we will notify you of the delay and, the timetable for delivery will be extended by such period as is reasonable in the circumstances.

Contract change order

- 8.9 Changes to your Service will only be effective if signed by both parties. We are not required to agree to any requested change to the Service.

9 INTELLECTUAL PROPERTY

- 9.1 You acknowledge that we or our licensors own all relevant rights in:

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- (a) the Intellectual Property in the Third Party Components;
- (b) all Materials we provide to you as part of the Third Party Components; and
- (c) the Intellectual Property connected with our design of your Solution including in any diagrams and Equipment configurations.

Third Party Component restrictions

9.2 You must not:

- (a) disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the Third Party Components;
- (b) adapt, modify, or prepare derivative works based on any of our or our licensor's Intellectual Property, or use any such Intellectual Property to create any computer program or other material that performs, replicates, or utilises the same or substantially similar functions as the Third Party Components;
- (c) disclose the Third Party Components or its operation to third parties, or use the Third Party Components in a service bureau or time sharing environment;
- (d) alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on Third Party Components, or fail to ensure that all such notices and legends appear on all full or partial copies of Third Party Components or any related material; or
- (e) sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any of the Third Party Components or any of the rights or obligations granted to or imposed on you in connection with the Services.

Licence

9.3 We grant you a non-exclusive, non-transferable, non-assignable, licence during the term of your Service to use the Intellectual Property to the extent necessary for you to use the Services and as described in your application form or separate agreement with us related to this Section.

Licence obligations

9.4 You must not:

- (a) make any copies of the Intellectual Property or its contents other than additional copies of the Intellectual Property solely for back-up or archival purposes;
- (b) sublicense, reproduce, distribute, market, sell, transfer, or disclose the Intellectual Property to any other party;
- (c) translate, modify, disassemble, or reverse engineer the Intellectual Property;
- (d) create derivative works based on any portion of the Intellectual Property;
- (e) obtain possession of any source code or other technical material relating to the Intellectual Property;
- (f) use the Intellectual Property in an environment for the operation of a service bureau or otherwise directly or indirectly commercially exploit the Intellectual Property;

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- (g) remove, alter, or obscure any copyright notice(s) or proprietary legend(s) contained on the media or included in the Intellectual Property; or
 - (h) breach Intellectual Property rights of any party.
- 9.5 Your right to use the Intellectual Property is subject to making all payments on time, and complying with your obligations under this section of Our Customer Terms.
- 9.6 We may, with immediate effect, terminate the Intellectual Property licenses granted in this Section and exercise all available rights and remedies if you have breached any license limitations or restrictions.

Your content

- 9.7 You are solely responsible for all content accessible via or connected to your Service, and for arrangements with any third parties to access the content.
- 9.8 We are not required to review or edit the content you provide to us. However, if we choose to do so, we can delete or require you to delete any information that we reasonably believe is (or is likely to be) illegal, inappropriate or expose us to the risk of any claim, legal or administrative action or prosecution. We will tell you before we do this (where reasonably possible).
- 9.9 You grant us a non-exclusive, royalty-free licence to use, disclose, reproduce and modify any content you provide to us for the purpose of providing your Service.
- 9.10 You acknowledge and agree that any information we supply to you in connection with the Service is confidential information and that you will treat it accordingly.

10 CHARGES AND INVOICING

- 10.1 The charges for the Service are set out in your Application Form or separate agreement with us.
- 10.2 The charges will be effective from implementation into our billing systems.
- 10.3 All charges are GST exclusive unless otherwise stated.
- 10.4 After the minimum term of the relevant Service has expired the charges may be increased in accordance with the Consumer Price Index published by the Reserve Bank of Australia.
- 10.5 All charges are subject to the pricing assumptions specified in your Application Form or separate agreement with us. To the extent those assumptions are incorrect, we may increase the charges by notifying you in writing.
- 10.6 Early termination charges apply to your Service in certain circumstances, as set out elsewhere in this section of Our Customer Terms.

11 DEFINITIONS

In this Part A, unless otherwise stated:

Equipment means Supplied Equipment and Supplied Software.

Intellectual Property means all current and future registered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, domain names, database rights, patents, know-how and confidential information and any other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967.

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Materials means material related to the Services in whatever form and includes data, documents, reports, diagrams, business process and software.

Service means the TCCS service.

Sites means your sites in relation to which we provide the Service, as set out in your Application Form or separate agreement with us.

Supplied Equipment means equipment supplied by us to you, as set out in your Application Form or separate agreement with us.

Supplied Software means software supplied by us to you, as set out in your Application Form or separate agreement with us.

Third Party Components means third party products, equipment and software used to provide the Service and may include any third party Supplied Equipment and third party Supplied Software.

PART B: TCCS SOLUTION: TELSTRA COLLABORATION AND CUSTOMER CONTACT SOLUTIONS OVERVIEW

12 OVERVIEW

12.1 This Service comprises:

- (a) equipment services (as set out in Part A);
- (b) installation services (as set out in Part A);
- (c) support and maintenance services (as set out in this Part B).

12.2 The elements you elect to receive are set out in your Application Form or separate agreement with us.

13 SERVICES AND EQUIPMENT

13.1 We will provide the Service you have requested in the Application Form as well as the Equipment listed in the Application Form

14 EQUIPMENT CHARGES AND INVOICING

14.1 The current charges for the Equipment are set out in our pricebook and will be recorded in your Application Form or separate agreement with us.

14.2 If we incur any delivery charges for Equipment ordered for you, we may pass those charges on to you (including any taxes or levies imposed). We will inform you of any applicable delivery charges before we order any Equipment for you.

Invoicing

14.3 If your request for Equipment and/or Services exceeds \$50,000 in value (excluding GST), we will invoice you as follows unless otherwise agreed:

- (a) For Equipment:
 - (i) 30% on submitting an application; and
 - (ii) 70% upon delivery of Equipment.

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- (b) For Services:
 - (i) 30% on submitting an application;
 - (ii) 60% upon commissioning of Equipment or completion of work, whichever comes first; and
 - (iii) 10% upon final acceptance.

14.4 For Equipment and/or Services orders less than \$50,000 (excluding GST) in total value, payment for Equipment is 100% on the Delivery Date of Equipment to your Site, and payment for Services is 100% on completion of work.

Financing

14.5 You agree that the payment milestones in clause 14.3 (a), (b) are an essential term of this section and you must do all things necessary to expedite payment including (if relevant) engagement directly between us and your financier. You are responsible for any additional costs we incur as a result of delays in payment.

15 EARLY TERMINATION

- 15.1 If Your Service is cancelled for any reason (other than our material breach) before the expiry of your minimum term and we have already ordered Equipment from our supplier, we may require you to pay for any Equipment that has been ordered on your behalf. If this happens, title to that Equipment will pass to you when you have fully paid for the Equipment.
- 15.2 If the Equipment rental component of your Service with us is terminated before the expiry of your minimum term for any reason (other than our material breach), we may charge you an early termination fee which is 50% of the total rental charges that would have been payable to us had the equipment rental component not been terminated.
- 15.3 You acknowledge that the amounts payable in clause 15.1 and clause 15.2 are genuine pre-estimates of the loss we are likely to suffer in connection with the early termination.

16 PROJECT ASSUMPTIONS

- 16.1 In addition to project assumptions listed in the Application Form, the provision and pricing of the Equipment and Services are subject to the assumptions below. Any failure or delay in meeting these assumptions may result in an increase in the price we charge you:
 - (a) items listed in the Application Form are considered deliverables, and any deliverable which is not included within the Application form is considered excluded from scope;
 - (b) remote access will be required for configuration, programming and support works;
 - (c) all supporting infrastructure, such as cable plant, equipment cabinets, power and air conditioning is in place ready to accommodate the Equipment and Services;
 - (d) all carrier infrastructure is in place, commissioned and suitably dimensioned to accommodate the proposed Services;
 - (e) sufficient LAN and WAN bandwidth is in place and that this supporting network infrastructure is appropriately configured to accommodate the Equipment and Services;
 - (f) all testing is to be conducted contiguously (single phase) as outlined in the agreed, base-lined project schedule;

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- (g) any end user training is to be conducted contiguously as outlined in an agreed, base-lined project schedule;
- (h) any training courses will be provided in standard form (that is, training is not customised for you);
- (i) you will review all documentation we provide and respond to as outlined in the agreed, base-lined project schedule;
- (j) in the event of outstanding documentation sign-offs, accepting our resources onsite for cutover activities will deem documentation provided as accepted unless otherwise communicated to us in writing;
- (k) all documentation will be provided in electronic format only; and
- (l) Supplied Software will be installed on a "clean" installation of Windows OS (or other OS as appropriate) with the correct service pack levels and/or revisions. Any issues caused by other software (including your SOE) will not be supported, unless expressly agreed and we are not required to investigate or assist in the investigation of the causes of any such software interoperability issues.

17 PROJECT CONSTRAINTS, EXCLUSIONS AND PRE-REQUISITES

- 17.1 In addition to any constraints listed in your Application Form or separate agreement with us, the following limitations apply to the Services. If extra work is required because these limitations are exceeded, additional charges will apply:

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- (a) work will be performed between 8am and 5pm on weekdays, excluding public holidays (unless otherwise agreed by us in writing);
 - (b) the pricing is calculated for a single solution at one Site (as specified in your Application Form or separate agreement with us);
 - (c) we will perform the work in accordance with the agreed project schedule (as specified in your Application Form or separate agreement with us);
 - (d) the network assessment service is performed on Site with a report of outcomes prepared by us. You must ensure the target network is in its final state, and subject to a configuration change freeze, before running this tool;
 - (e) we may use subcontractors to perform our obligations;
 - (f) we may perform some or all of the development and testing remotely or from your work locations; and
 - (g) our personnel may attend meetings remotely.
- 11.2 In addition to other exclusions listed in your Application Form or separate agreement with us, the following items are excluded from the Services:
- (a) any task, service or deliverable not specifically defined as part of the Services or expressly included in your Application Form or separate agreement with us is excluded, except as an agreed change request;
 - (b) headset deployment is specifically excluded, unless otherwise specified in the scope;
 - (c) delays due to missing record books, record entries or errors due to incorrect cabling or labelling (and we recommend a cable plan audit);
 - (d) data network remedial work as identified in the VoIP Readiness Assessment;
 - (e) execution of any SOE deployments;
 - (f) provision of voice announcements;
 - (g) definition of UAT documentation;
 - (h) provision of Works Method Statement (WMS) and/or Safety Plans;
 - (i) performance guarantees of any type for any network, server or desktop and/or notebook PC unless specifically included in other documentation;
 - (j) data network re-configuration works of any kind unless specifically included in other documentation; and
 - (k) provision of test tools.
- 11.3 Project pre-requisites are set out in your Application Form or separate agreement with us, and if any of them are not met due to you, or a third party, then the Services may be delayed and the work, and charges, may increase. We will tell you if this occurs.

18 SUPPORT AND MAINTENANCE SERVICES

- 18.1 We will provide you with the Support and Maintenance Services described in the Application Form or separate agreement with us.

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Support responsibilities

- 18.2 If required by this section of Our Customer Terms or the Australian Consumer Law, we will provide replacement Equipment if your existing Equipment fails during your Service term, which replacement Equipment may be new, remanufactured, used or refurbished. Replacement Equipment is provided on an exchange basis. We own all Equipment so removed, and you own the Equipment so replaced (unless you are renting the Equipment from us, in which case we continue to own it).
- 18.3 You must observe the reasonable Site environment conditions notified to you by us in writing, and any such written amendments that may be necessary (as notified by us). We are not obliged to maintain the Equipment where the Equipment is located in an environment assessed by us as not complying with the site environment conditions. We shall not be responsible for the compatibility of Equipment not supplied by us and installed at your Site.
- 18.4 If you subsequently purchase from us further Equipment, products, upgrades, additional features or peripheral devices or request certification or connection of Equipment similar to the Equipment covered under the Services, we will provide such additional Equipment at the then current rate of charge for such purchased Equipment, as set out in your Application Form or separate agreement with us.
- 18.5 You must advise us promptly of any material change in location or modification to any Equipment covered under the Services. If such change or modification increases the cost of the Services, including Equipment, testing or repairs, then we may, subject to your prior written consent (not to be unreasonably withheld), increase the Service charge by a reasonable amount.
- 18.6 If the change creates a safety hazard (Hazard) or is likely to cause Equipment or product malfunctions, we may with your consent and at your expense, correct the condition and continue to perform the Services or, if you do not correct the Hazard within a reasonable time of us notifying you of the Hazard, we may without prejudice terminate all or part of the Service.
- 18.7 We are not obliged to provide support where a change in your networking environment has caused or brought about degradation in your network service either being supplied or maintained by us.

What you need to provide to us

- 18.8 You must provide us with a remote access method that provides connection to the Equipment. The remote access method must be approved by us and be capable of access by us at any time.
- 18.9 You must tell us before you make any changes to the Equipment or your network (including if you want to install new software, vary the Equipment configuration or change your network in any way). You acknowledge that any of these changes may impact our ability to provide the Service to you.
- 18.10 You acknowledge that we may charge you an additional fee if we are required to repair any fault or damage to the Equipment or Service which is caused by a change you make.

Support warranty

- 18.11 The Support Services are subject to the warranty terms set out in clause 7.4 and clause 7.8.

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18.12 With respect to Equipment that is at the end of manufacturer's support, we will make reasonable commercial efforts to supply Services on this Equipment. However, replacement Equipment is likely to be difficult to source, and the manufacturer will not process any fixes or enhancements on this Equipment. We therefore do not promise, subject to the Australian Consumer Law provisions in the General Terms of Our Customer Terms, that this Equipment can be fully restored to a normal, operable condition if a fault occurs.

Support limitations and exclusions

18.13 The following services are not included in the Support and Maintenance Services unless we agree otherwise in writing:

- (a) batteries, UPS and handsets;
- (b) repair of attachments, devices or any other peripheral equipment not specified in the Application Form;
- (c) electrical work which is external to the Equipment;
- (d) repair of any malfunction or damage whatsoever caused by lightning electrostatic interference, electromagnetic interference or power surges of any type however caused;
- (e) repair or support due to failure or fluctuation of electrical power, air conditioning or humidity control, your error or omission, accident, misuse, vandalism, fault or negligence;
- (f) attendance to incidents caused by operating of the Equipment outside our or the manufacturer specifications;
- (g) specification changes, additions or removal of accessories, attachments and other devices;
- (h) training your staff in the operation of the Equipment;
- (i) provision of Services outside the Coverage Hours;
- (j) repairs to Equipment modified or changed without prior written consent by us;
- (k) repairs caused by failure to observe or perform the obligations required to be observed or performed on your part;
- (l) any changes which may become necessary due to changes in the main electricity supply; and
- (m) relocation of Equipment including removal, de-installation, re-installation and transportation of the Equipment, devices and attachments and any Support or repairs due to moving or relocating the Equipment.

Service desk

18.14 We will provide service desk support 24 hours a day, 7 days a week for technical assistance and break/fix support.

18.15 We will charge you for technical assistance and break/fix support outside of the support coverage hours that you have selected on the basis of our then-current time and material rates.

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18.16 The service desk will be your single point of contact for reporting technical difficulties and faults that are associated with your Service. The service desk will record and manage all reported incidents to resolution.

Phone support

18.17 All Incidents reported by phone to the service desk are dealt with remotely in the first instance by our engineers or, if we consider it necessary, we will send an engineer to attend to the Incident on site.

Email support

18.18 During our standard hours of operation, you may email requests for non-urgent service requests, or queries to our service desk.

18.19 We will respond to email contacts during our standard hours of operation only. All responses to email requests or queries will be responded to by email unless you request another response method.

Standard operating hours

18.20 While we provide service desk support 24 hours a day, 7 days a week for technical assistance and break/fix support, our standard hours of operation are from 8.00am to 6.00pm AEST Monday to Friday. All calls outside the standard operating hours to the service desk are directed to an automated response system, which offers the option to be transferred to our after hours Service Desk or to leave a voicemail message requesting a return call the following business day.

18.21 We will charge you for support that you request to be performed outside of contracted coverage hours on the basis of our then – current time and material rates.

Self service

18.22 We will provide a Self Service Web Portal, accessible by visiting our website and logging in with a unique customer number and password.

18.23 The Self Service Web Portal enables you to:

- (a) view your support history, including closed tickets and notes;
- (b) track all open tickets, allowing you to follow the status of your job in real-time; and
- (c) view notes from our engineers.

18.24 You may also make requests and escalate issues through the Self Service Web Portal including:

- (a) update the service system with your own notes; and
- (b) confirm your current support information.

Support service coverage

18.25 We provide the following coverage options under as part of the Service. The coverage type you have chosen is set out in your Application Form or separate agreement with us:

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Coverage type	Code	Coverage Hours	Response Times (see note below)
Standard	5x10x04	8.00am to 6.00pm Monday to Friday (excluding Pub. Hol.)	Major incident – 4 hours Minor incident – Next Business Day
Standard Plus	5x10x02	8.00am to 6.00pm Monday to Friday (excluding Pub. Hol.)	Major Incident – 2 hours Minor Incident – Next Business Day
Bronze	5x14x02	6.00am to 8.00pm Monday to Friday (excluding Pub. Hol.)	Major Incident – 2 hours Minor Incident – Next Business Day
Silver	5x24x02	24 hours Monday to Friday (excluding Pub.Hol)	Major Incident – 2 hours Minor Incident – Next Business Day
Gold	6x24x2	24 hours Monday to Saturday (excluding Pub. Hol.)	Major Incident – 2 hours Minor Incident – Next Business Day
Platinum	7x24x02	24 hours 365 Days per Year	Major Incident – 2 hours Minor Incident – Next Business Day
Platinum Plus	7x24x01	24 hours 365 days Per Year	Major Incident – 1 hour Minor Incident – Next Business Day

Moves, Adds and Changes (MACS)

- 18.26 Where you require our assistance, MACS are charged based on our then-current labour rates.
- 18.27 Additional charges will apply for any hardware or software. We will include a quote for these items with the quote for MACS (if required).

19 TERMINATING THE SERVICE

Terminating support services for convenience

- 19.1 You may terminate the Support and Maintenance Services after giving us thirty (30) days written notice and paying an early termination charge. The early termination charge will be an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the service to you and that cannot be reasonably avoided by us as a result of the cancellation, which will not exceed an amount equal to the sum of the support charges that would have been payable for the remainder of the support services term.

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Terminating support services for cause

- 19.2 If we continuously fail to perform or observe any of our material obligations for thirty (30) days (except if caused by a Force Majeure event) you may terminate the support services by providing written notice of our failure to perform, without penalty and without having to pay for any charges due for the remaining term of the support services.
- 19.3 If you fail to perform or observe any of your material obligations and such failure continues for thirty (30) days (except if caused by a Force Majeure event) we may terminate the support services and exercise any other rights.

Charges for adds, moves and changes

- 19.4 The monthly Service charge includes 12 minor adds, moves and changes per month, and travel by us to and from sites in an Urban Area. Travel by us to and from a site in a non-Urban Area will incur an additional charge which we will advise you of at the time.
- 19.5 Additional minor changes beyond the first 12 in each month will be charged based on our then-current labour rates plus travel charges which we will advise you of at the time. Additional charges will apply for any hardware or software. We will include a quote for these items with the quote for major adds, moves or changes (if required).
- 19.6 All major adds, moves and changes are charged based on our then-current labour rates.

20 DEFINITIONS

20.1 In this Part C, unless otherwise stated:

Coverage Hours means the hours set out in clause 18.25.

Delivery Date means the date on which we deliver:

- (a) Equipment that we will install to your premises; or
- (b) other Equipment to a carrier for shipment.

Incident means a Major Incident or a Minor Incident.

Major Incident means system failure affecting more than 20% of the system or the failure affects a major system feature that will impact call handling by the Customer; or the Customer designates the call as urgent and it is approved as urgent by the Telstra Service Team Leader.

Minor Incident means all other fault conditions which are not Major Incident.

Response Time means the period measured from the time authorised personnel contact the service desk until they receive either a phone call or email in response.

Temporary Fix means a work-around that enables the continued operation of the Services but that does not permanently resolve the incident.

Urban Area means an area within 80 kms of a capital city of a State or Territory.