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Our Customer Terms

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1 ABOUT THE TELSTRA CALLING FOR OFFICE 365 SECTION

OUR CUSTOMER TERMS

- 1.1 This is the Telstra Calling for Office 365 (**TCO365**) (**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 or your separate agreement with us is inconsistent with a term in this section, then this section applies instead to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate all or part of your Service, that right is in addition to our rights to suspend or terminate your Service under the General Terms or your separate agreement with us.

2 SERVICE DESCRIPTION

- 2.1 TCO365 is a Telstra-provided a cloud-based PSTN voice calling service provided by us for use with your Microsoft Office 365 (which may be purchased through us).
- 2.2 The Service is designed to enable you to make and receive voice calls from your Office 365 environment using our PSTN network where necessary, and includes the following features:
- (a) voice calling connectivity between your Office 365 tenancy (using Microsoft Skype for Business or Microsoft Teams) and Telstra's PSTN voice calling network;
 - (b) PSTN phone numbers to make and receive voice calls to/from the PSTN;
 - (c) voice calling plan for allocation by you to your End Users' Microsoft Skype for Business or Microsoft Teams clients within your Office 365 tenancy; and
 - (d) a customer service helpdesk concerning Service faults.
- 2.3 The available packages are set out in the table below.

PLANS & PACKAGES	DESCRIPTION
TCO365 Calling Plan	A TCO365 Calling Plan enables End Users to make and receive voice calls using the Service. A TCO365 Calling Plan includes a PSTN phone number. Each customer may only choose one TCO365 Calling Plan for use for all End Users within their organization.
TCO365 Customer Experience Package	If you have 50 or more End Users on the Service, we will provide you with a complimentary TCO365 Customer Experience Package, which may be used once every

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	year after the first 3 months from the Service Start Date. The type of package we will provide you with will depend on the number of Service End Users.
TCO365 Professional Service Package	<p>A range of professional services (mandatory and optional) that support the implementation of the Service within your organisation. These take the form of planning, design, deployment, installation, and training scopes of work including technical audits and analysis of your infrastructure to achieve the best possible End User experience of the Service.</p> <p>For the avoidance of doubt, some TCO365 Professional Service Packages are mandatory for some customers and are a required purchase as part of your Service. Further details will be provided on request.</p>
Optional purchase: TCO365 Equipment	TCO365 Devices: Microsoft accredited hardware and/or software required for the Service, which you can buy or rent TCO365 Additional Equipment: peripheral hardware and software that we can supply for enhancing the Service (e.g. headsets).

3 ELIGIBILITY

- 3.1 You must meet the eligibility criteria set out in this clause 3 for the Term of your Service. If you fail to comply with the requirements set out in clause 3.2 we may suspend or terminate the Service and apply the applicable Early Termination Charges.
- 3.2 To be eligible for the Service you must:
- (a) purchase any mandatory TCO365 Professional Service Package from us for an additional fee. We will provide you the package details on application;
 - (b) have the required Office 365 licences for each End User, for us to allocate a PSTN number in accordance with your chosen TCO365 Calling Plan (such Office 365 licence will need to be purchased separately or you can purchase from us) (**Pre-requisite License**). We will advise you of the required Office 365 licences at the time of your application for the Service and we may on reasonable notice notify you if the Office 365 license requirements change during the Term;
 - (c) have your Office 365 tenancy located in Australia. We cannot provide the Service to Office 365 tenancies outside of Australia;
 - (d) either:
 - (i) have a Cloud Service Provider (CSP) tenancy and:
 - (A) if your Office 365 agreement for the required Office 365 licences is with another CSP provider and not with us, you must transfer your required Office 365 licences to us. We will advise you on the process of transferring your Office 365 licenses to us;

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- (B) you must not transfer your required Office 365 licences to another CSP while you are receiving the Service from us;
 - (C) if your organization adds End Users that have the required Office 365 licences with another CSP and you wish for these End Users to receive the Service, then you must move these End Users to the required Office 365 licences with us; and
 - (D) you must, at all times, make us an Administrator of your Office365 tenancy by enabling Delegated Admin Privileges (DAP) with Telstra as your Microsoft partner in the CSP program. This means we can provision the Service into your Office 365 tenancy and provide the necessary support for the Service; or
- (ii) have a Microsoft Enterprise Agreement and either:
- (A) at all times make us an Administrator of your Office365 tenancy by enabling DAP with Telstra as your Microsoft partner in the CSP program. This means we can provision the Service into your Office 365 tenancy and provide the necessary support for the Service; or
 - (B) if you only purchase TCO365 from the Telstra Apps Marketplace and no other applications (including Office 365 subscriptions), you may optionally remove DAP. You may only remove DAP once we notify you that your TCO365 licences have been activated. If you remove DAP, you are no longer eligible to purchase any other products other than TCO365 from the Telstra Apps Marketplace (including Office 365). Please also refer to clauses 14.5 and 14.12 for additional limitations associated with removing DAP.
- (e) have a data service that meets the minimum bandwidth requirements as determined by us. You may need to purchase additional access services separately from us.

3.3 You must also:

- (a) comply with the Telstra Apps Marketplace Our Customer Terms;
- (b) comply with the terms of your relevant Office 365 licence;
- (c) not resell the Service to a third party;
- (d) not use the Service for outbound contract centre functions;
- (e) only connect equipment that complies with relevant technical standards and other relevant industry standard requirements. For these standards, see the Australian Communications and Media Authority site at www.acma.gov.au; and
- (f) make any changes we reasonably request you to make to your TCO365 Equipment to avoid any danger or interference it may cause for our network equipment or services.

3.4 Wholesale customers are not eligible to receive the Service.

4 PRICING

4.1 The charges for the Service are set out in your Application Form, Our Customer Terms, or your separate agreement with us. All charges are GST exclusive unless otherwise stated. Additional terms relating to pricing may also be set out in the aforementioned.

4.2 The charges for any outgoing calls from your organisation that you and your End Users make from your Services, depending on your eligibility are:

- (a) the Business Line Complete charges set out in the Basic Telephone Service section of Our Customer Terms and the ISDN section of Our Customer Terms.
- (b) the charges set out in any separate agreement you have with us.

4.3 Any discounted charges may be based on the Term and/or the number of TCO365 Calling Plans you commit to having activated on your Office 365 tenancy.

4.4 If you do not activate and maintain at least 90% of the committed discounted TCO365 Calling Plans set out in the Application Form, we may on 7 days' notice decrease or withdraw any discounted pricing for the relevant Service for any subsequent Quarters until you achieve in a subsequent Quarter 100% of the committed amounts.

4.5 The TCO365 Calling Plan pricing is applicable only to End Users who are based in Australia. In our reasonable discretion, End Users who are based in Australia may use the Service overseas for short periods (for instance, an overseas trip). We do not guarantee the performance of the Service when it is accessed via the overseas Internet or any overseas carrier network.

5 TERM AND TERMINATION

TERM AND AUTOMATIC RENEWAL

5.1 This Service has a minimum contract term of 12 month unless we have agreed otherwise in writing (**Term**). A separate minimum contract term as agreed by us in writing will apply in relation to any rented Equipment.

5.2 The Service starts on the Service Start Date and continues for the Term unless terminated or renewed.

5.3 At the end of the initial Term, your Service will renew for successive 12 month terms (**Renewal Terms**), unless either party gives the other party notice in writing of its intention not to renew at least one month prior to the expiry of the initial Term or then current Renewal Term. Subject to clause 5.5, if you wish to end your Service at any time during the initial Term or Renewal Term, you must give us at least one months' prior written notice.

OUR TERMINATION RIGHTS

5.4 We can cancel, suspend, or restrict the Service at any time if you:

- (a) use the Service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or network capability or is illegal or likely to

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be found illegal; or

- (b) commit a material breach of Our Customer Terms or your other agreement with us; or
- (c) are in breach of any of the terms set out in clause 3 above.

5.5 We may cancel, suspend or restrict the Service by telling you with as much warning as we reasonably can if:

- (a) providing the Service becomes illegal or we believe on reasonable grounds that it may become illegal;
- (b) if Microsoft discontinues support for the Service either in Office 365 or generally;
- (c) there is an emergency that affects our ability to continue to provide the Service; or
- (d) we are not able to provide the Service due to an event outside Telstra's reasonable control (such as a failure in equipment that is not owned or operated by Telstra, an industrial strike or an act of God).

EARLY TERMINATION CHARGES

5.6 If your Service is terminated in part or in whole before the end of the Term or Renewal Term for any reason other than our material breach or our termination under clause 5.5, we may charge you the following Early Termination Charges:

- (a) Each TCO365 Calling Plan:

Early Termination Charge (ETC) = 50% x A x B x C

where

A = the lesser of: (a) the remaining months in the Term; and (b) 6 months

B = the agreed monthly charge for that TCO365 Calling Plan Package

C = the number of End Users being terminated in whole or in part

- (b) TCO365 Devices (rental):

Early Termination Charge = the full amount remaining to be paid in respect of each TCO365 Device at the date of termination

5.7 Other Early Termination charges may apply in relation to TCO365 Professional Service Packages.

5.8 If you add additional End Users after the commencement of the initial Term, each individual TCO365 Calling Plan will be contracted for a minimum period of 12 months from activation on the terms set out in this section of Our Customer Terms or your other agreement with us and, if terminated before the end of that 12 month term, may incur Early Termination charges, calculated in accordance with clause 5.6.

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6 NUMBERING PLAN

- 6.1 You acknowledge and agree that the Telecommunications Numbering Plan made under sub-section 455(1) of the Telecommunications Act 1997 (Cth) (**Numbering Plan**) contains obligations relating to the use of telephone numbers (such as rules for issuing, transferring, recovering and changing telephone numbers). You must, and we shall, comply with the Numbering Plan.

7 TCO365 CALLING PLAN PACKAGES

TCO365 CALLING PLANS

- 7.1 The following TCO365 Calling Plan Packages are available as part of your Service:

TCO365 CALLING PLAN PACKAGE	PLAN PACKAGE DETAILS
Standard Calling	All outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.
Essentials Calling	Includes unlimited local and national long distance calls within Australia. All other outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.
Premium Calling	Includes unlimited local and national long distance calls within Australia, as well as calls to mobile numbers within Australia. All other outgoing calls to the PSTN are usage rated and billed according to the rates set out in Our Customer Terms or separate agreement as outlined in clause 4.

Notes:

1. IDD and premium calling numbers will be rated and billed in addition to the calling plan monthly fee and included calls as outlined in clause 4.
 2. Fair play policy of up to 1,200 calls per user per month applies.
- 7.2 For a monthly charge each TCO365 Calling Plan includes:
- (a) access to the full range of unified communications and collaboration capability available via the Office 365 service (sold separately through Telstra); and
 - (b) TCO365 Calling Plan Service Management.

TELEPHONY

- 7.3 The Service allows End Users, via an Office 365 soft client (Skype for Business or Teams) or Device associated with a TCO365 Calling Plan Package, to make calls to public numbers off-net.

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- 7.4 Calls made between your End Users (organisation or Federated calls as defined in clause 7.5 below) are 'on net' and they do not attract additional call charges. All other calls are considered 'off-net' and will utilise the PSTN network and are charged in accordance with the TCO365 Calling Plan selected. On-net calls are not chargeable and will not be itemised on your monthly invoice.
- 7.5 Federated calls are calls made between two organizations that have established a security realm between the two parties using the Microsoft Federation solution. This allows calls to be made directly between the two parties without the use of the Telstra PSTN network.
- 7.6 Conference calls to the PSTN are not part of the Services.
- 7.7 We've set up your TCO365 connectivity for off-net calling to cater for the usage patterns of typical enterprise telephony users. We haven't designed it for telephony usage patterns found for users in inbound or outbound contact centres. You and your End Users must not use your TCO365 Calling Plans in a contact centre role.
- 7.8 If any of your End Users move locations, you are responsible for updating their geographic details for emergency services purposes. You can do this by raising a request via the service desk. Notwithstanding this, all calls made from your Service to emergency services (i.e. 000) will be flagged to the operator as 'location unreliable' which will prompt the operator to seek verbal confirmation of the caller's location. This is done due to the nomadic nature of your service which allows users to make emergency calls from various locations or from a mobile device.

NUMBERING

- 7.9 If you ask us to, we will provide telephone numbers to use with your Service in a block of single numbers or a block of one or more 100 contiguous numbers.
- 7.10 Subject to clause 7.11, if you want to cancel an existing Telstra service to take up the Service and you want to keep your current numbers:
- (a) you can transfer your block or blocks of 100 contiguous numbers; or
 - (b) you can transfer your single numbers,
- to your Service.
- 7.11 We will not transfer your existing numbers if it is not technically feasible.
- 7.12 You can increase or decrease the number of TCO365 Calling Plans within your number block allocations. You can't reduce the size of any number block to fewer than 100 telephone numbers by cancelling a proportion of your numbers. We can vary the numbers in accordance with any national regulatory policy on numbering.
- 7.13 If you transfer your existing telephone service from another service provider to your Service, you will experience outages to your existing service during the transfer process.

LOCAL NUMBER PORTABILITY

- 7.14 Local Number Portability lets you keep your existing telephone numbers even if you change your service provider. This process is known as porting. You can port out



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numbers from Telstra to another provider if you choose to end your Service, or port in numbers from another provider to Telstra to use as part of your Service (subject to the limits set out in clause 7.15).

7.15 The following limitations apply to Local Number Portability for the Service.

- (a) If you want to port in telephone numbers from another provider to use with your Service, we will use reasonable endeavours to confirm these arrangements once we have undertaken our network assessment of these telephone numbers;
- (b) The group of telephone numbers you want ported out from your Service must be ported out at the same time. Numbers cannot be ported out in blocks of fewer than 100 contiguous numbers.
- (c) Partial number ranges may be ported out if the services are re-organised into separate groups before porting and those groups have a minimum size of 100 contiguous telephone numbers. We only let you re-organise the numbers within your TCO365 group if it's technically feasible.
- (d) If you want to port in telephone numbers from another provider to use with your Service, the numbers must be ported in a block of single numbers or a block of single or multiple 100 contiguous numbers. We don't accept port in of a 100 block in blocks of fewer than 100 contiguous numbers for use with the Service.
- (e) We will require you to provide satisfactory authorisation, in a form approved by us, before we let you port in telephone numbers to your Service. We may also require further information from you, including information that proves your right to port the telephone numbers.
- (f) During the port out process, we may be requested by the gaining carrier to restore the numbers back into our network (this is the Emergency Return process), we will restore the numbers back into our network so calls can be made and received by you. All of your numbers will be returned back to your Office 365 tenancy but it is your responsibility to reassign the individual numbers to users i.e. user profiles.

7.16 We do not charge you to use Local Number Portability to port in telephone numbers to your Service from other providers, but we will charge you professional services to manage the transfer of numbers into your new Service. You should check with the other provider for any charges and terms that apply to porting of your number from that provider.

CALL QUALITY

7.17 You acknowledge that if you use your Service via:

- (a) an access method, network configuration or bandwidth allocation that isn't consistent with our recommendations (or otherwise expressly authorised by us); or
- (b) a wireless access service,

there may be temporary interruptions, packet loss, call disconnection, service degradation, decreased call quality or a loss of functionality. We aim to resolve any

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issues that arise due to these causes, but can't promise that we will be able to do so. (For example, this may occur when mobile workers are calling via the mobile client on a smart phone or collaboration workers are remote calling from their laptop via a home broadband service.)

8 CALLING LINE IDENTIFICATION (CLI)

- 8.1 The Service supports call line identification (**CLI**) as implemented in Office 365. Any request for CLI capabilities such as blocking and overriding will be implemented through the capability offered by Office 365.
- 8.2 We will not charge you for the use of CLI capability as offered by Office 365.
- 8.3 Even where the End User has activated CLI blocking, the CLI will be presented:
- (a) for calls to the emergency call service (000, 112, etc);
 - (b) to other carriers and carriage service providers where CLI is used for the purposes of billing, call management or credit control;
 - (c) on an itemised bill of one of our customers who has called your number;
 - (d) on an itemised bill of one of our customers who has accepted a reverse charge or third party charge call from your service;
 - (e) for us to perform malicious call trace or malicious caller identification services;
or
 - (f) when a law enforcement agency lawfully requests it.

9 CUSTOMER EXPERIENCE PACKAGES

TCO365 CUSTOMER EXPERIENCE

- 9.1 Subject to clause 9.3, after your Service has been provisioned, and if you qualify, you may request a complimentary TCO365 Customer Experience Package to assist you to gain maximum value from your communication and collaboration solution. You will have an option to purchase additional packages as required.
- 9.2 You may receive TCO365 Customer Experience Packages on an annual basis for the duration of the contract and any Renewal Terms.
- 9.3 The scope of TCO365 Customer Experience Packages is dependent on the amount of TCO365 Calling Plans you have purchased at the time you invoke the use of the package for that year. We will advise you on request of the included packages at the time of the purchase, although this may change depending on any changes in calling plans you have made since the original purchase.
- 9.4 We reserve the right to change the scope of these TCO365 Customer Experience Packages and the right to remove the packages.
- 9.5 The TCO365 Customer Experience Packages will each have set standard hours to deliver each of the packages and we can charge a fee if the consultancy hours go over the standard hours. We will advise you of the standard hours at the time of application.

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10 TCO365 EQUIPMENT

- 10.1 TCO365 Equipment comprises TCO365 Devices and TCO 365 Additional Equipment.
- 10.2 To use the Service, you must use equipment accredited by Microsoft for use with Office 365.

DEVICES

- 10.3 TCO365 Devices refer to Microsoft accredited handsets, video devices, and Surface Hubs.
- 10.4 Detailed product specifications for the Microsoft Office 365 accredited TCO365 Devices are available on Microsoft TechNet.
- 10.5 There are three options for acquiring the TCO365 Devices you need for your Service:
- (a) buy it from us;
 - (b) rent it from us; or
 - (c) supply your own.

ADDITIONAL EQUIPMENT

- 10.6 Additional Equipment is only available from us for outright purchase, you cannot rent it from us.
- 10.7 Additional Equipment refers to headsets, S/W licences, and handset accessories.

BUY THE EQUIPMENT FROM US

- 10.8 We will bill you for the purchased TCO365 Equipment at the time we place the order with the manufacturer.
- 10.9 Ownership of the TCO365 Equipment you buy from us only passes to you once you have paid us in full. Risk in the TCO365 Equipment passes from us to you on Delivery.
- 10.10 We will deliver any TCO365 Equipment that you purchase from us to your nominated address. We will try to advise you of the delivery date in advance and try to align it to the expected date of deployment of your Service. If there is a change in the original delivery date we will use reasonable endeavours to inform you. However, we do not promise that we will be able to meet any particular delivery date.
- 10.11 You acknowledge that you have examined the equipment before accepting delivery of the TCO365 Equipment and satisfied yourself as to its condition.
- 10.12 We reserve the right to repossess the TCO365 Equipment or suspend your Service (and reconnection fees may apply) if you do not pay the purchase price in full in accordance with the Application Form.

RENT THE EQUIPMENT FROM US

- 10.13 You can choose to rent TCO365 Devices from us. You cannot rent Additional

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Equipment from us.

- 10.14 We will deliver any TCO365 Devices that you rent from us to your nominated address. We will try to advise you of the delivery date in advance and try to align it to the expected date of deployment of your Service. If there is a change in the original delivery date we will try to tell you. However, we do not promise that we will be able to meet any particular delivery date.
- 10.15 For rented TCO365 Devices you must:
- (a) make sure the rented TCO365 Devices is kept in good order and repair;
 - (b) not sell, dispose of or encumber the rented TCO365 Devices and
 - (c) allow us (or our supplier) to inspect the rented TCO365 Devices at any reasonable time.
- 10.16 We retain ownership of all rented Devices. You have no right to alter equipment you rent from us without our written permission.
- 10.17 We may charge you an additional charge if you make modifications to the rented TCO365 Devices without our written consent and the modifications reduce the TCO365 Device's use or value of the TCO365 Device. This charge will reflect our costs in remedying the modifications you made or the reduction in value of the TCO365 Device.
- 10.18 If you remove a part of the rented TCO365 Devices, then you must replace the removed part with a part of equal or better quality at your cost. Any part of the rental TCO365 Device that you replace forms part of the rented TCO365 Device.
- 10.19 We may increase your rental charges if we supply additional parts or provide any upgrade to the rented TCO365 Devices. We will consult with you about the rental charge if this happens.
- 10.20 If you notify us that a TCO365 Device you have rented from us is faulty, we will usually initiate shipment of a replacement TCO365 Device during the same Business Day (or the next Business Day if reported outside the hours of 9-5 on a Business Day), with targeted next Business Day delivery. Full details are available from us on request.
- 10.21 You must pay the applicable TCO365 Device rental charges even if there is a defect, breakdown, accident, loss, theft or damage to the equipment, or the TCO365 Device is unavailable, unless we caused it.
- 10.22 If any item of the rented TCO365 Device is lost, stolen or damaged beyond economic repair (except where we caused it by our breach or negligence), then you will promptly notify us and pay us the early termination fee for the affected TCO365 Device.
- 10.23 Billing for TCO365 Devices you rent from us will commence from activation of the TCO365 Device with the particular Service.
- 10.24 At the end of the rental period, you may elect to purchase the TCO365 Device for an agreed purchase price at that time.
- 10.25 If you buy or rent from us any TCO365 Equipment, we will ensure you receive the benefit of the applicable manufacturer's express warranty (if any).

SUPPLY YOUR OWN EQUIPMENT

- 10.26 You can choose to supply your own equipment for use with the Service. If you do, you must make sure all equipment you use is accredited by Microsoft for use with Office 365.
- 10.27 The list of accredited equipment will change over time. You must update any equipment that is no longer accredited. We may not be able to provide the Service (in whole or in part) if you don't use equipment that's accredited, and if that is the case, we may terminate your Service (in whole or in part) without liability to you, and impose Early Termination Charges in accordance with clause 5.6.
- 10.28 You must make sure any equipment you supply is well maintained and in good working order. You must undertake any necessary maintenance promptly including, for example, performing software updates in accordance with the manufacturer's recommendations or instructions.
- 10.29 If you supply your own equipment for use with the Service, you will be responsible for hardware maintenance and warranty issues concerning those devices.

11 TCO365 PROFESSIONAL SERVICES

TCO365 SERVICE ASSESSMENT

- 11.1 As part of the Service readiness assessment or Skype operational framework (SOF) plan phase, we will identify any issues associated with your network that may impede the planned Service deployment, and then make recommendations for the remediation of identified issues and then allocate responsibilities for remediation tasks (**Service Assessment**).
- 11.2 You must provide the following details to support the Service Assessment:
- (a) voice services: existing voice services including analogue services (e.g. fax, modem, eftpos), existing voice gateways, location of future gateways and in dial ranges;
 - (b) data services: existing data services, IP addressing schema, quality of service policy;
 - (c) LAN topology: details on speeds, interconnections, port capabilities, PoE capabilities, VLAN structure, LAN infrastructure, cabling infrastructure, internet connectivity, wireless infrastructure, demilitarized zones and security policies in place (firewalls, ACLs, NAC (e.g. port security)
 - (d) number of End Users per site;
 - (e) on-site firewalls: if applicable, information on your firewalls to be used for your TCO365 Calling Plan Packages;
 - (f) equipment: if applicable, details on the equipment that are planned to be used as part of your Service;
 - (g) Network services: DHCP, DNS, NTP; and

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any other information we reasonably request.

- 11.3 We will undertake a review of the data you provide and give you recommendations about what will be required to help ensure your network is ready for your Service. These recommendations will assist you to ensure that you have:
- (a) data infrastructure that supports, and has been configured for, Quality of Service standards for voice and video communications; and
 - (b) sufficient bandwidth between sites and the Telstra data centre to enable high-quality voice and video communications.
- 11.4 A Service Assessment is mandatory for deployments of over 500 TCO365 Calling Plans, and is to ensure your service readiness.
- 11.5 We may conduct a TCO365 network media readiness assessment prior to the time of contract signing. This assessment is a deep technical audit and analysis of your network environment to assess the performance of media calls through the infrastructure resulting in a report on media impact diagnosis and remediation pathways. Any remediation required on your network will be at your extra cost.
- 11.6 A TCO365 network media readiness assessment is at an additional charge to the TCO365 Calling Plans, and is needed to ensure your network readiness.
- 11.7 In the initial phases of your deployment we will conduct one or more high level design workshops to understand your requirements. You must provide appropriate qualified staff to assist in this process. The intended outcome of the workshops will be a design specific to your requirements that you will be required to sign off. While we will use reasonable endeavours, we do not guarantee that we will be able to map all your current telephony features to your Service.
- 11.8 You and we will agree a project management plan for deployment of your Service. The project management services we provide may include some or all of the following:
- (a) managing the project, directing and coordinating project staff;
 - (b) responsibility for the delivery of all Services described in this section of Our Customer Terms;
 - (c) negotiating the impact of any agreed written changes to your Service with you;
 - (d) establishing and maintaining the project schedule;
 - (e) monitoring the project status and resolving issues in a timely manner;
 - (f) escalating issues to you for resolution where a decision from you is required;
 - (g) establishing agreed documentation and procedural standards;
 - (h) conducting project status meetings;
 - (i) preparing and submitting status reports, including, as appropriate:
 - (i) activities performed during the reporting period;

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- (ii) activities planned for the next reporting period;
 - (iii) project change control summary;
 - (iv) problems, concerns, and recommendations; and
 - (v) issue management and tracking.
- 11.9 Any installation services of your Service will occur Monday – Friday (excluding public holidays) between 8am and 6pm. If required we will perform installation services outside of these hours but this will incur additional charges. We will agree any additional charges with you before we commence the relevant work.
- 11.10 Unless otherwise agreed, any required travel to Regional/Remote Sites and accommodation costs are not included in any Service charges, and you must pay our additional costs in travelling to those areas and accommodating our representatives. We will let you know if your sites are Regional/Remote Sites.
- 11.11 Unless otherwise agreed, Service installation do not include:
- (a) installing cabling between equipment within your communications room;
 - (b) installation of analogue devices supplying any patching cables between the wall port and PC (we will provide a standard size CAT5 cable for use between the phone and the PC);
 - (c) supplying or installing power, general purpose outlets or any UPS or battery backup unit;
 - (d) providing any rack (rack unit), environment requirements or supporting structure to house the equipment;
 - (e) supplying or installing any cabling frames including but not limited to Main Distribution Frame (**MDF**), Test Point Frame (**TPF**), Intermediate or Distribution Frames (**IDF**);
 - (f) any horizontal or vertical (distribution) cabling;
 - (g) re-design, upgrade and/or reconfiguration of existing LAN/WAN hardware;
 - (h) design of your data networks;
 - (i) any network rationalisation, upgrade or conditioning;
 - (j) any system administration training unless specified;
 - (k) any configuration or integration activity of your existing equipment, software or applications;
 - (l) IVR menu programming;
 - (m) custom music-on-hold;
 - (n) routing to voice mail;

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- (o) integration of your Service into your existing PBX during transition;
- (p) loading any software clients that form part of your Service onto your devices (e.g. Lync PC or Mobile Client);
- (q) any building works including electrical, plastering, painting, joinery, wood and other cutting, slab penetrations including core holes and concrete chasing, installation and certification of support structures for displays, air conditioning and any other environmental works required for provision of your Service;
- (r) time to attend any induction training, site training or similar training that you may require us to complete before undertaking deployment of your Service;
- (s) decommissioning of old equipment; or
- (t) specialised video conferencing features such as special audio microphones, screen mounting, room décor, cabling, lighting control, electronic blinds etc. Telstra may be able to provide such services on request.

11.12 We may agree to provide additional installation services for your Services, and if we do, they will be Additional Professional Services provided in accordance with clause 17.

11.13 If we ask you to, you must do the following:

- (a) provide a project manager (or agreed level of support) to assist with the installation of your Service;
- (b) provide accurate user information and other user requirements to successfully configure the system and devices, including End User data stored in active directory, at least 10 days in advance of deployment;
- (c) let us or our sub-contractors access your site (on reasonable notice) to deliver any required equipment to you and perform any required installation;
- (d) provide us and our subcontractors with a safe working environment, reasonable access to your network, systems and personnel and all reasonable assistance;
- (e) if your TCO365 Devices have been delivered to you before installation, make sure that the TCO365 Devices are made available to us for any required installation and securely stored beforehand; and
- (f) load, install, configure and troubleshoot the equipment that you have provided and not acquired from us.

11.14 If you do not do any of the things we ask you to, any required installation of your TCO365 Devices may be delayed, and we may reschedule the installation. You must pay us any additional costs we incur (including internal labour costs) as a result of being unable to perform the installation as originally scheduled.

TCO365 TRAINING

11.15 You may ask us to provide training services as part of your Service. The standard training packages available from us is Train the Trainer Training. Customised training



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packages can be provided on request.

- 11.16 You must provide us with access to a suitable training facility for the number of people to be trained.

TRAIN THE TRAINER

- 11.17 Train the trainer training can provide you with the opportunity to develop a self-sustaining training approach and TCO365 competency base in house. Under this option, a number of onsite resources can be selected as TCO365 experts, responsible for continued in house training and familiarisation of new staff, contractors and third party resources.
- 11.18 Train the Trainer training is conducted for up to 8 persons per session and, unless otherwise agreed, and will consist of a 1 day course per trainer.

12 TCO365 SERVICE MANAGEMENT

- 12.1 A summary of the key services offered in the management of Services are set out in the table below. TCO365 Service Management includes any associated management of the PSTN calling access and calling plan. The TCO365 Service Management does not include Devices or Office 365 and required licences, such as Microsoft Phone System subscription and associated capabilities/features. These may be provided under a separate service management agreement.
- 12.2 The below TCO365 Service Management tier is included in the standard Telstra Calling for Office 365 price-

SERVICE MANAGEMENT CAPABILITY		MANAGEMENT TIER INCLUSIONS
SERVICE DESK	Agreed Service Level Management	√
	Escalation and fault management	√
	Priority Incident Management	√
	Service Request Management	√
	“How-to” support	Best effort
	Adds, moves and changes (MACs)	√
	Office 365 Configuration Management	X
	CPE Device or Soft Client support	Best effort
NETWORK OPERATIONS	Problem Management	√
	Incident Management	√
	Capacity Management	√
	Capacity Planning	√
SERVICE IMPROVEMENT	Incident Management Performance Report	√
	Service Desk Performance Report	√

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and REPORTING	Voice Performance Report	X
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13 CUSTOMER PREMISE EQUIPMENT (CPE) SERVICE MANAGEMENT

- 13.1 A summary of the key services offered in the management of qualified TCO365 Devices is set out in the table below. TCO365 Devices include desk phones, conference phones, video conferencing solutions, and Surface Hub.
- 13.2 The CPE Service Management tier is included in the price of supported TCO365 Devices purchased from us with the Service, or migrated from another of our approved service for use with the Service.
- 13.3 TCO365 Service Management and CPE Service Management tier will not be provided for devices and equipment not provided by us.

CPE SERVICE MANAGEMENT CAPABILITY		CPE MANAGEMENT TIER INCLUSIONS
SERVICE DESK	Agreed Service Level Management	√
	Escalation and fault management	√
	Service Request Management	X
	How to support	Best effort
	Adds, moves and changes (MACs)	X
	Office 365 Configuration Management	X
	BYO CPE support	Best effort
	Soft Client support	Best effort
SOLUTION OPERATIONS	Asset and Configuration Management	X
	Incident Management	√
	Capacity Management	X
	Release and Deployment	X
TECHNICAL SUPPORT and MAINTENANCE	Proactive Service Monitoring	X
	Hardware Maintenance	√
	Software Maintenance	X



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	Service Labour – remote	√
	Service Labour - on site	X
	Release Management	X
	Security Management	X
SERVICE IMPROVEMENT and REPORTING	Incident Management Performance Report	√
	Service Desk Performance Report	√
	Voice Performance Report (unless included in a customer experience package)	X
	Registered Device Report	X

14 SERVICE DESK

- 14.1 We will provide a service desk as part of the Service. You acknowledge that we may provide service desk services from within Australia or from overseas. The service desk is a single point of contact for administration support, incident and service request management in relation to your Service. For each incident you raise, alarm detected via the managed service tier monitoring, or service request you submit, the service desk will:
- (a) provide job reference numbers to the person who logged the fault or request, or to the Authorised Representative in the event of a fault detected via our proactive management;
 - (b) make an initial assessment of each incident and service request, attempt to resolve the incident or satisfy the service request if appropriate, or refer it to the next level of support;
 - (c) provide updates on incidents and service requests to the person who logged the fault or request;
 - (d) maintain a list of your Authorised Representatives who can contact the service desk on your behalf for billable MACs; and
 - (e) close incidents or service requests after confirming that the person who logged the call or the Authorised Representative (as the case may be) is satisfied that the incident has been resolved or that the service request has been completed.
- 14.2 Without limiting anything else in Our Customer Terms, you acknowledge that Customer Data (including Personal Information as defined in the *Privacy Act 1988 (Cth)*) collected through a Microsoft Cloud Service may be transferred and stored and processed in the United States, Australia, Singapore or any other country in which Microsoft or its service providers and their subcontractors maintain facilities.
- 14.3 We will provide you with the following details to contact the service desk:



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- (a) a shared 1800 telephone number;
 - (b) an email address; and
 - (c) access for Authorised Representatives to the service desk web portal.
- 14.4 The service desk is a single point of contact for the initial triage and diagnostics of all elements of the Service. The service desk is available 24 hours a day, 7 days a week with limited support after hours for incident reporting; service request is only supported during business hours. Core business hours are Monday to Friday (excluding national public holidays) from 8:00am to 8:00pm AEST (**Business Days**).
- 14.5 The service desk's ability to support the Service is dependent on the service desk having Administrator access to your Office365 tenancy. If you have:
- (a) a CSP tenancy:
 - (i) you must notify us if you remove this access at a future date ; and
 - (ii) if this occurs, we will not be able to support your Service, which will compromise our ability to meet the service level targets set out in clause 14.7 below; and
 - (iii) we reserve the right to terminate the Service on reasonable notice if Administrator access is not reinstated.
 - (b) a Microsoft Enterprise Agreement:
 - (i) you may only remove DAP once we have notified you that you can; and
 - (ii) you must have a technical resource who has Global Administrator privileges who will be available to us for remote support if required in order to troubleshoot incidents; and
 - (iii) if you do not make this resource available, we may not be able to support your Service, which will compromise our ability to meet the service level targets set out in clause 14.7 below.
- 14.6 The service desk's ability to support the Service is dependent on your Pre-requisite Licence being with our CSP or under a Microsoft Enterprise Agreement. If you change this arrangement at a future date you must notify us of this change within 5 Business Days. We will not be able to support your Service if this occurs and will compromise our ability to meet the service level targets set out in clause 14.7 below. We reserve the right to terminate the Service on reasonable notice if the Pre-requisite Licence is not transferred back to our CSP or a Microsoft Enterprise Agreement.
- 14.7 Subject to clause 14.5 and 14.6, we will use reasonable endeavours to meet the service desk service level targets set out in the table below:

SERVICE LEVELS	PROACTIVE
Grade of Service	80% of calls in 20 seconds
Call Abandonment Rate	≤ 5%



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- 14.8 We will use reasonable endeavours to meet the service availability targets for the Services set out in the table below. This does not apply to a required Data Network or associated CPE, or any Microsoft Office 365 component.

SERVICE LEVELS	AVAILABILITY
Telstra Calling for Office 365	99.999%

INCIDENT MANAGEMENT

- 14.9 We will monitor your Service continuously for incident management (**Assurance Monitoring**). The inclusions and exclusions for Assurance Monitoring are set out in the table below:

INCLUDED IN ASSURANCE MONITORING	EXCLUDED FROM ASSURANCE MONITORING
Our network connectivity between Microsoft Office 365 and the Telstra PSTN	Network connectivity provided from your site or device to Office 365 for the purpose of making voice calls
Capacity management of voice calling between Microsoft Office 365 and the our PSTN	Network capacity from your site or device to Office 365 for the purpose of making voice calls.
Voice calling quality between the Microsoft Office 365 and the our PSTN	Microsoft Office 365 and associated features
	Managed CPE is not alarmed, and faults must be raised by the authorised representative

- 14.10 If you raise an incident with the service desk, or we detect an alarm through Assurance Monitoring, our service desk will:
- originate a trouble ticket;
 - investigate the incident or alarm; and
 - assign a priority level.

- 14.11 The priority levels we apply to incidents that are included in Assurance Monitoring (detailed in clause 14.10) are set out below:

PRIORITY LEVEL	DEFINITION
Priority 1 Critical Incident Extensive Widespread Outage	An incident or situation is causing a total major service outage, or you are in serious breach of a regulatory or licensing condition, for example: <ul style="list-style-type: none"> your business operations cannot function through significant widespread network loss;

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	<ul style="list-style-type: none"> the incident is affecting your business's ability to function; regulatory or licensing conditions have been compromised; or security or community health have been compromised.
Priority 2 High Impact Significant User Impact	An incident or situation where: <ul style="list-style-type: none"> Services are severely affected, to the extent that normal business operations have been compromised; there is a severe impact on the Services, but other services are functional. In essence this is a multi-point impact; or regulatory or licensing conditions are likely to be compromised.
Priority 3 Medium Impact Moderate User Impact	The incident or situation is confined to one or a small number of End Users which is having an effect on normal business operations, and business deliverables are at risk of being compromised.
Priority 4 Low Impact Minor Localised User Impact	The incident or situation affects or degrades the Service, but your normal business operations can continue. A service request or enquiry.

14.12 Once we've assigned a severity level, we will use reasonable endeavours to meet the service level targets set out in the table below, subject to the following conditions:

- resolution times do not include incidents that involve escalation to Microsoft support for resolution; and
- If you have a Microsoft Enterprise Agreement and have removed DAP, restore/resolution times exclude the time taken to establish contact with and set up screen sharing or other remote support with your nominated technical resource with Global Administrator privileges.

PRIORITY LEVEL	TELSTRA CALLING FOR OFFICE 365 INCIDENT MANAGEMENT	
	Response	Restore/Resolution
Priority 1	20 Min	4 hours
Priority 2	1 hours	12 hours
Priority 3	2 hours	4 Business Days
Priority 4	4 hours	6 Business Days

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- 14.13 If we decide we need to come on-site to resolve an incident, the target restoration times described in the table above will only apply to incidents relating to your Metropolitan Sites. If we need to visit a Regional/Remote Site we will tell you our target restoration time at the time of the incident. We will advise you if a site is a Regional/Remote Site.
- 14.14 Incidents relating to call quality when the Admin User is on an access network not optimised for voice and video communications (see clause 11.3) will be managed on a best efforts basis.
- 14.15 We will manage and seek to resolve incidents related to the Office 365 client in line with the service levels defined in this clause but this support will not extend to the device that the client is installed on (e.g. smart phone, laptop).
- 14.16 If you have purchased TCO365 Devices or have rented TCO365 Devices from us, hardware faults with your handsets will be managed in line with the applicable warranty. Any hardware faults with equipment you supply is your responsibility including vendor support to resolve faults if required.
- 14.17 We may schedule maintenance outages and change management windows which may cause temporary loss of some or all functions of your Service, or disable our assurance monitoring capability.
- 14.18 We will schedule maintenance outages wherever possible outside our standard business hours of 8am to 6pm Australian Eastern Standard Time, Monday to Friday (excluding public holidays). These outages may affect the operation of your solution or network and/or our ability to monitor your network and detect network issues during the outage.
- 14.19 You can ask for information about scheduled maintenance outages from our service desk.

RELEASE MANAGEMENT

- 14.20 We will perform all TCO365 release management services such as the upgrading of the TCO365 calling access software and hardware required to support future releases of the Microsoft Office 365.
- 14.21 The standard hours for performing upgrades are set out below.

RELEASE TYPE	STANDARD RELEASE WINDOW
Major upgrade to TCO365 Cloud Platform	Saturday 12am – 5am Sunday 12am – 5am
Major upgrade to your Skype for Business instance software	Any day: 12am – 5am
Minor upgrades to fix faults	Any day: 8PM – 5am

- 14.22 During release windows there might be some interruption to your Service.
- 14.23 In most cases upgrades during these windows will not lead to any service outage.
- 14.24 We can only provide the Service if you maintain your on premise devices and any

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integrated applications to the standard and level of currency required by Microsoft, as set out by time to time.

EXCLUSIONS

- 14.25 The following release management tasks are not included in your TCO365 Service Management Tiers:
- (a) any site visits required to deploy new software versions;
 - (b) deployment of any soft clients to PC or mobile devices.
 - (c) any equipment you have purchased that needs to be updated in connection with a major upgrade will be your responsibility (including cost). We will provide as much notice as reasonably possible of any upgrades that may impact your equipment and will use reasonable endeavours to minimise disruptions to your Service.

NOTES ON UPGRADES

- 14.26 Major Microsoft software upgrades may impact add-on services. We will attempt to provide as much notice as reasonably possible of any upgrades that may impact add on services and will use reasonable endeavours to minimise disruptions to your Service.
- 14.27 Any equipment you have purchased that needs to be updated in connection with a major Microsoft upgrade will be your responsibility (including cost). We will attempt to provide as much notice as reasonably possible of any Microsoft upgrades that may impact your equipment and will use reasonable endeavours to minimise disruptions to your Service.

SERVICE STANDARDS

- 14.28 You acknowledge and agree that we will not be able to meet the Service standards set out in this clause 14 if you fail to comply with provisions of clause 3 of this section of Our Customer Terms, if you remove us as your Administrator as under clause 14.5 and/or if you transfer your Office365 tenancy from us to another CSP as under clause 14.6.

15 MOVES, ADDS, CHANGES AND REPORTING

MOVES, ADDS AND CHANGES (MACS)

- 15.1 Your Authorised Representative can ask us to install, move, add, change, remove, upgrade, delete, reconfigure and/or relocate your relevant Service elements by contacting our service desk.
- 15.2 On receipt of a MAC request our service desk will:
- (a) complete your MAC request if possible;
 - (b) quote your MAC costs if applicable;
 - (c) liaise with our other service areas;
 - (d) liaise with our technical areas, as needed;

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- (e) track progress of your request;
- (f) confirm completion and close of your request; and
- (g) update your records following completion of your request.

15.3 Unless we have specified otherwise, the prices for MACs as at the Service Start Date are set out below:

MAC TYPE	UPFRONT CHARGE	ON-GOING CHARGE
Simple MAC		
Enable new TCO365 Calling Plan subscription	No charge	TCO365 Calling Plan monthly subscription fee
Deactivate TCO365 Calling Plan subscription	No charge, although an Early Termination Fee may apply depending on contract	No Charge
Order new green field number range	No Charge	n/a
Change in emergency address of number range	No Charge	n/a
Change TCO365 Calling Plan type for all users	No Charge	n/a
Change User numbers to Service numbers in Office 365 (and vice versa)	No Charge	n/a
Add a new site with new number range	Professional Service charges may apply	n/a
Complex MAC		
Order new number migration or new number port into Office 365	Price on application for Professional Services Fee	n/a
Move an existing site to a new site location	Price on application for Professional Services Fee	n/a
On-site visit / additional labour charge	Price on application	n/a
Order new green field 100 block number range with specific suffix request	No charge	n/a

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Handset re-configuration for Office 365	Price on application	n/a
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- 15.4 We will tell you what price we charge for TCO365 Equipment on request, and we may change the prices for the TCO365 Equipment ordered through MACs during the Term if there are changes in the prices manufacturers charge us, changes in the specific models of TCO365 Equipment we offer, and depending on the volume of TCO365 Equipment you order. We will tell you about any changes to the prices for TCO365 Equipment ordered through MACs at the time you request a MAC.
- 15.5 The prices for the TCO365 Calling Plans ordered through MACs will be as stated in the Telstra Apps Market place. We may change those prices from time to time. We will tell you about any changes to the pricing at the time you request a MAC.
- 15.6 The other MAC pricing set out above will be reviewed annually and may be increased. Any increases will be informed to you at the time of requesting the MAC.
- 15.7 The response and completion targets for MACs are set out below. We aim, but do not guarantee, to meet these response and completion targets:

SERVICE LEVELS	TARGET
Simple MAC completion	3 Day
Complex MAC completion	To be advised on application

REPORTING

- 15.8 The table below outlines the reporting available to you. Unless otherwise stated, these reports will be made available on a monthly basis

REPORT	PROACTIVE
Voice Quality: report available from time to time on request outlining the quality of voice calling for the customer including MOS scores, jitter and packet loss	X – Available via Office 365 Administrator portal
Call Performance: report outlining details on calling across your service (e.g. call failure rate, calls attempted, calls completed, etc)	X – Available via Office 365 Administrator portal
Registered Devices: report outlining the endpoints (e.g. IP Phones, gateways) registered against your service (provided on request)	X – Available via Office 365 Administrator portal

SERVICE STANDARDS

- 15.9 You acknowledge and agree that we will not be able to meet the Service standards set out in this clause 15 if you breach the provisions of clause 3 of this section of Our Customer Terms; if you remove us as your Administrator as under clause 14.5 and or if you transfer your Office365 tenancy from us to another CSP as under clause 14.6.

16 TELSTRA PORTAL TERMS OF USE

WHAT IS THE PORTAL?

- 16.1 We will provide you access to an online web portal (Portal).
- 16.2 The Portal allows you to place service requests, log incidents, and other features that we will add (and advise you) from time to time.

USE OF THE PORTAL

- 16.3 You must not appoint or allow a third party, without our express written permission to act on your behalf in relation to the Portal.
- 16.4 You may only appoint a person within your organisation to access the portal on your behalf (**User**).

ACCESS BY A USER

- 16.5 A User may access your online account in every way available to you. A User may access and operate your online account in one or more of the following ways:
- (a) as a User:
- (i) placing service requests in relation to the Service;
 - (ii) log faults and incidents in relation to the Service;
 - (iii) view service information and knowledge articles in relation to the Service;
and
 - (iv) accessing any other feature that we advise you of and add to the Portal from time to time.
- 16.6 You are responsible for ensuring that the person accessing your online account as a User is authorised to do so in the manner authorised by you. You acknowledge and agree:
- (a) any person accessing your online account as a User is authorised by you to do so; and
- (b) any action, instruction, representation, or information made or given by a person accessing your online account as a User is an action, instruction, representation or information made or given by you;
- 16.7 A person accesses your online account as a User if that person does so using a User username and password. You acknowledge that we cannot verify whether access by a person quoting a User username and password is access by a person authorised by you to do so.

YOUR DETAILS AND ONLINE ACCOUNT

- 16.8 You must notify us as soon as reasonably practicable when providing or changing your details (inclusive of User details) for the purposes of using the Portal.

- 16.9 Information on your online account available through the Portal may not always be completely up to date, although, in most cases should reflect the transactions and balances up to the close of business on the previous Business Day.

17 OTHER TCO365 SERVICES

3RD PARTY EQUIPMENT AND SOFTWARE

- 17.1 You may ask us to sell you and/or integrate third party hardware and software into your Service. We will endeavour to comply with your requests, but are not required to.
- 17.2 If we agree, we will provide you with a written statement of work, list of equipment and software, cost, and any additional terms that apply to that hardware, software or integration work.

ADDITIONAL PROFESSIONAL SERVICES

- 17.3 You can ask us to perform additional professional services. Unless we agree otherwise, the terms set out in the professional services section of Our Customer Terms will apply. You may cancel any such professional services at any time by giving us 14 days' notice in writing. We will stop work in accordance with that notice, and we will charge you for all work performed up to when termination takes effect.

18 WARRANTIES

- 18.1 If you are a consumer as defined in the Australian Consumer Law, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

19 PERSONAL PROPERTY SECURITIES ACT

DEFINITIONS

- 19.1 In this clause 19, proceeds, security interest, purchase money security interest, financing statement and financing change statement have the respective meanings given to those terms by the PPSA.
- 19.2 You and we intend the retention of title arrangements in this agreement to secure the purchase price of the equipment you buy or rent from us. It may create a purchase money security interest in the equipment, and may also create a security interest in the equipment that is not a purchase money security interest.
- 19.3 Once you take possession of the equipment, you must store it separately from other goods you own or rent, so that our equipment is not mixed with those other goods, and in such a way that the equipment is recognisable as our property.
- 19.4 You must not sell, lease, or otherwise dispose of the equipment you rent or buy from us, unless title has passed to you in full and you no longer need the equipment to use the Services.
- 19.5 While the equipment is our property, you are not allowed to grant or allow another

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person to hold a security interest in the equipment, the proceeds of sale of the equipment, or any goods the equipment is installed in or affixed to.

- 19.6 You must pay all costs, expenses and other charges we incur or must pay for filing a financing statement or financing change statement on the Personal Property Securities Register in connection with this agreement.
- 19.7 If you breach any of these obligations then in addition to any other rights we have, we may:
- (a) require you to return the equipment on which there are outstanding amounts owing;
 - (b) enter premises where the equipment may be located to take possession of it; and
 - (c) retain, sell or otherwise dispose of the equipment.
- 19.8 You agree that, to the extent permitted under the PPSA, you have no right:
- (a) to receive notice of removal of an accession under the PPSA;
 - (b) under Chapter 4 of the PPSA; or
 - (c) under the PPSA to receive a copy of any verification statement or financing change statement.
- 19.9 You must unconditionally ratify any actions we take under this clause 19.

CONFIDENTIALITY

- 19.10 In the following clauses, PPSA Information means any information or documents of the kind mentioned in section 275(1) PPSA in relation to a security interest in the equipment or the proceeds of the equipment.
- 19.11 We both must keep the PPSA Information in the strictest confidence and not disclose that information.
- 19.12 Neither of us may request PPSA Information or authorise disclosure of the PPSA Information, except as set out below.
- 19.13 However, if a party is required to disclose PPSA Information, that party must give all available notice to the other party to allow the other party to:
- (a) legally challenge the required disclosure; and
 - (b) take all available steps to keep that PPSA Information confidential.

20 SOFTWARE LICENCE TERMS

- 20.1 You must strictly comply with all the terms and conditions regarding use of Microsoft software, including those set out in Our Customer Terms.
- 20.2 You agree to comply with the licence conditions that relate to the hardware and

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software supplied to you as a part of the Service notified to you in advance. If you do not comply with these licence conditions, we may immediately terminate this Service for your material breach and impose Early Termination Charges in accordance with clause 5.6.

- 20.3 You acknowledge that you may have to purchase additional licences from Microsoft for services that do not form part of our core Service.
- 20.4 You must not:
- (a) resell, assign or transfer your Service to anyone;
 - (b) use or attempt to use the software components of the Service on a stand-alone basis (that is, other than as part of the Service we provide you); or
 - (c) use the Service for any purpose other than your internal business purposes.
- 20.5 If this Service expires or is terminated for any reason, or we terminate or suspend any part of your Service as permitted by this section of Our Customer Terms, you must not use any of the software components of the Service without first obtaining a valid licence from Microsoft.
- 20.6 If this Service expires or this section of Our Customer Terms is terminated for any reason, you must return or destroy any copies of the software components of the Service that exist on your networks or systems. We may require you to provide written evidence that you have complied with this clause.

21 CONTENT AND PRIVACY

- 21.1 If we host or store your data as part of the Service, or you enter data as part of your use of the Service, you retain all intellectual property rights in that data, but you grant us a non-exclusive, worldwide, royalty-free licence to host, store, reproduce and otherwise use your data for all purposes required for or related to our provision of the Service. You warrant that you have the right to provide us with the licence set out in this clause.
- 21.2 In order to provide the Service, you allow us to disclose customer data including personal information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers) including without limitation Microsoft. You agree to the transfer, storage and use of personal information outside of Australia, including without limitation transferring, storing, and processing in the United States, Australia, Singapore or any other country in which Microsoft or its service providers and their subcontractors maintain facilities. You agree to obtain the consent of each person who provides data in relation to the Service for the aforementioned.
- 21.3 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Privacy Statement (available on the Telstra website) and these special additional privacy terms.
- 21.4 You indemnify us against any claim, cost, loss or liability which may arise in connection with your breach of this clause 21.

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- 21.5 You acknowledge that we may archive and store your data to fulfil Telstra's carrier obligations under applicable laws. We will store archived data in accordance with Telstra's privacy policy and will disclose it only in accordance with this agreement or law.

22 DEFINITIONS

- 22.1 In this section of Our Customer Terms, the following terms have the assigned meanings:

Authorised Representative means the person you nominate as your authorised representative, who has authority to contact our service desk and place orders on your behalf.

Additional Equipment or TCO365 Additional Equipment has the meaning set out in clause 2.3.

Additional Professional Services means those services provided in accordance with clause 17.3 of this Schedule.

Assurance Monitoring has the meaning given in clause 14.9.

Application Form for the purposes of this Schedule means the Telstra application form used to order the TCO365 Services.

Business Days has the meaning given in clause 14.4 of this Schedule.

CSP means Cloud Service Provider. A Microsoft CSP is a company who can provide Microsoft cloud services such as Office 365 to a defined market.

Device means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, "smart phone," or other electronic device.

End User means any of your individual end users with an individual end point who are allocated a TCO365 Calling Plan.

Local Number Portability has the meaning set out in clause 7.14.

MAC has the meaning given in clause 15.1.

Metropolitan Sites means sites which are located in a metropolitan area (being any area within 50 kilometres of a capital city in any Australian state or territory).

Microsoft TechNet means a Microsoft web portal containing documentations and technical resources for Microsoft products.

Surface Hub means an all in one Microsoft developed multi-touch screen solution that empowers people, groups and organisations to connect and collaborate effortlessly.

PSTN means the public switched telephone network.

Pre-requisite Licence has the meaning set out in clause 3.2(b).

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Quarter means a full 3 calendar month period commencing on 1 July, 1 October, 1 January and 1 April in any year.

Regional/Remote Sites: sites located outside of a metropolitan area.

Service Start Date means the date the first End User is activated or such other date as agreed between us in writing.

TCO365 Additional Equipment has the meaning set out in clause 2.3.

TCO365 Calling Plan has the meaning set out in clause 2.3.

TCO365 Calling Plan Packages means the packages described in clause 7.1.

TCO365 Customer Experience Package has the meaning set out in clause 2.3.

TCO365 Devices has the meaning set out in clause 2.3.

TCO365 Equipment has the meaning set out in clause 2.3.

TCO365 Network Assessment has the meaning set out in clause 11.5.

TCO365 Professional Service Package has the meaning set out in clause 2.3.

TCO365 Service Management means the management services described in clause 12.

Term has the meaning set out in clause 5.1.

Train the Trainer Training means the training described in clauses 11.17 to 11.18.