

remainder of clause 10.

SERVICE MANAGEMENT CAPABILITY		MANAGEMENT TIER	
		PROACTIVE	PROACTIVE PLUS
SERVICE DESK	Agreed Service Level Management	√	√ (enhanced)
	Escalation & fault management	√	√
	Priority Incident Management	√	√
	Service Request Management	√	√
	How to support	√	√
	Installs, adds, moves and changes (IMACs)	√	√
	End User Self Service Portal	√	√
	Customer Group Administration Self Service	√	√
SOLUTION OPERATIONS	Asset and Configuration Management	√	√
	Problem Management	√	√
	Incident Management	√	√
	Capacity Management	√	√
	Service Improvement Planning	√	√
	Release and Deployment	√	√
TECHNICAL SUPPORT & MAINTENANCE	Proactive Service Monitoring	√	√
	Hardware Maintenance (in data centre)	√	√
	Software Maintenance (in data centre)	√	√
	Asset and Configuration Management	√	√
	Service Labour - remote	√	√
	Service Labour - on site	O	O
	Release Management Lifecycle (Customer Instance)	√	√
	Release Management (Platform)	√	√
	Problem Management	√	√
	Availability Management	√	√
	Security Management	√	√
	Incident Management Performance Report	√	√
SERVICE IMPROVEMENT & REPORTING	Service Desk Performance Report	√	√

INCIDENT MANAGEMENT

- 10.8 We'll monitor your TCC Service continuously. The inclusions and exclusions for Proactive Monitoring are outlined in the table below:

INCLUDED IN PROACTIVE ASSURANCE	EXCLUDED FROM PROACTIVE ASSURANCE
All Cisco UC applications hosted in the TCC Cloud Platform (calling, presence, IM, voice mail, etc)	TCC Devices – such as IP Phones, desktop clients, mobile clients
Attendant Console	TCC Additional Equipment
Administrator and End User web portals	On-premise customer data network and devices including voice gateways (although we can provide this separately on request)
All hardware and software in the TCC Cloud Platform	

- 10.9 If you raise an incident with the service desk, or we detect an alarm through proactive monitoring, our service desk will:

- (a) originate a trouble ticket;
- (b) investigate the incident or alarm; and
- (c) assign a priority level.

- 10.10 The priority levels we apply to incidents that are included in proactive assurance (detailed in Clause 10.8) 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; • 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"> • TCC Services are severely affected, to the extent that normal business operations have been compromised; • there is a severe impact on the TCC 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	The incident or situation affects or degrades the TCC Service, but

- (a) upgrading TCC platform software and hardware required to support future releases of Cisco HCS software;
- (b) upgrading your specific customer instance of the Cisco HCS software for both minor and major releases which we determine are required to support your TCC Service; and
- (c) remotely deploying any new software that we determine may be required for TCC Devices to work with your TCC Service.

10.22 We'll use best efforts to work with you to schedule any updates to your TCC Service to minimise disruption. The standard hours for performing upgrades are outlined below. We may agree with you that we'll schedule upgrades outside of these hours, but if we do there may be an additional charge to you (which we will advise you of at the time):

RELEASE TYPE	STANDARD RELEASE WINDOW
Major Upgrade to TCC Platform	Saturday 12am – 5am Sunday 12am – 5am
Major Upgrade to your instance of HCS software	Mon-Fri: 12am – 5am
Minor Upgrades to fix faults	Mon-Fri: 12am – 5am

10.23 We will schedule your upgrades over a single release window outlined above. If we are required to schedule upgrades over a longer period (either because your TCC Service is unusually complex, or you make particular requests of us), we'll charge you an additional amount based on our then-current standard labour rates. We'll advise you of those rates at the time. We won't impose additional charges if we are responsible for any delay in deployment of your major release.

10.24 Your obligations during a major release are to:

- (a) provide a resource on site to assist with upgrade and sign-off that it has been completed; and
- (b) if applicable, schedule any third party application upgrades within the same release window as your TCC Service.

10.25 During installation windows there might be some interruption to your TCC Service.

10.26 We'll carry out upgrades, or choose not to carry out upgrades, to our TCC Cloud Platform in our discretion.

10.27 The TCC Cloud Platform is currently designed to support only 2 versions of the Cisco UC applications. As such, all your software related to the TCC Service must be kept within N-1 of the most current product release and we may be required to upgrade your software from time to time. We'll provide as much notice as reasonably possible of any upgrades, and will use best endeavours to minimise disruptions to your TCC Service.

10.28 We can only provide the TCC Service if you maintain your on-premise equipment and any integrated applications to the standard and level of currency required by Cisco, as set out by Cisco from time to time.

10.29 If you don't let us carry out an upgrade, or you don't maintain your equipment and applications to the standard and level of currency required by Cisco, you are in material breach of this Service Schedule and we may terminate your TCC Service immediately by written notice to you.

EXCLUSIONS

10.30 The following release management tasks are not included in your TCC Service Management Tiers:

Upgrade Worker Type package	• Activation Fee	• Worker Type Package Fee
Deactivate Worker Type Package	• Deactivation Fee or Early Termination Fee	• No Charge
Deactivate TCC Clip-on	• Deactivation Fee or Early Termination Fee	• No Charge
TCC End User Customisation	• End User Customisation Fee	• No Charge
TCC Solution Customisation	• Solution Customisation Fee	• No Charge
Hard Complex		
Order new Worker Type Package with BYO TCC Device	• Activation and BYO Device Fee	• Worker Type Package Fee
Order & activate new TCC Device for existing Worker Type	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	
Order & activate new TCC Worker Type and Device	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	• Worker Type Package
Deactivate TCC Device Rental or TCC Repayment	• Early Termination Fee	• No Charge
New TCC Additional Equipment	• TCC Additional Equipment Charge	• No Charge
On-site visit / additional labour Charge	• Quoted as required as per Telstra rate card	• No Charge
Professional Services		
Move 'X' number of handsets	• Price on application	• Not applicable
End User &/or Train the Trainer Training	• Standard Training Packages Charge	• Not applicable
	• Regional/ Remote Sites Surcharge (if applicable)	
Site Readiness Assessment	• Standard Site Readiness Assessment Charge	• Not applicable
	• Regional/ Remote Sites Surcharge (if applicable)	
Other services (e.g. Business Consultancy)	• Price on application	• Not applicable
Projects	• Price on application	• Price on application

10.35 The standard pricing for MAC is outlined below :

CHARGE TYPE	PRICE	NOTES
-------------	-------	-------

- 10.38 The other MAC pricing outlined above will be reviewed annually and may be increased by the amount or percentage arrived at by the application of the following formula:

$$X = (A \times B)/C$$

Where:

X = is the increased amount; A = is the current amount; B = is the Consumer Price Index for All Groups [Average 8 Capital Cities] published for the quarter immediately prior to the preceding anniversary of the Service Start Date, provided that if X is calculated to be less than A, then there will be no change to the current amount; and C = is the Consumer Price Index for All Groups.

- 10.39 Any increases will be informed to you at the time of requesting the MAC and will be limited to CPI. If you order a MAC project, this may affect the pricing we are able to offer for all of your Worker Type Packages, including for existing users. We'll tell you at the time you request your MAC project if this clause applies and we'll advise you of the revised pricing before implementing your MAC project.
- 10.40 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	PROACTIVE	PROACTIVE PLUS
Time to respond to the customer request (Action taken) via email, phone or web	1 Business Day	2 hours during Business Days
Simple Soft MAC completion	3 Business Days	2 Business Days
Complex Soft MAC completion	5 Business Days	5 Business Days
Complex Hard MAC completion	Best Efforts	Best Efforts

For Complex Hard MACs we will inform you of the expected delivery time when the order is placed. Delivery times vary based on the availability of the TCC Device ordered.

REPORTING

- 10.41 The table below outlines the reporting available to TCC customers. Unless otherwise stated, these reports will be made available on a monthly basis by the third business day of the following months, via the Telstra.com portal:

REPORT	PROACTIVE	PROACTIVE PLUS
Service Level Report: outlines Telstra's performance against the service level targets (e.g. MTTN customer faults, MAC response times)	√	√
Voice Quality: outlines the quality of voice calling for the customer including MOS scores, jitter & packet loss	√	√
Call Performance: report outlining details on calling across your service (e.g. call failure rate, active calls, call attempted, calls completed, etc)	√	√
Alarm Report: report outlining the alarms raised on your service via our proactive monitoring	√	√
Utilisation Report: report outline the key utilisation statistics across your service (total DSP channels, active DSP channels, DSP utilisation, etc)	√	√
Registered Devices: report outlining the endpoints (e.g. IP Phones, gateways) registered against your	√	√

12 OTHER TCC SERVICES

3RD PARTY EQUIPMENT & SOFTWARE

- 12.1 You may ask us to sell you and/or integrate third party hardware and software into your TCC Service. We'll endeavour to comply with your requests, but are not required to.
- 12.2 If we agree, we'll 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.
- 12.3 If applicable, the relevant pricing is in Att 1 to Schedule 11.

ADDITIONAL PROFESSIONAL SERVICES

- 12.4 You can ask us to perform Additional Professional Services.
- 12.5 If we're willing to perform those services, we'll give you with a quote for the work involved, including the estimated cost and time frame for carrying out the work.
- 12.6 If applicable the pricing for the Additional Professional Services is in Att 1 to Schedule 11.
- 12.7 You may cancel any professional services at any time by giving us 14 days' notice in writing. We'll stop work in accordance with that notice, and we'll charge you for all work performed up to when your termination takes effect.

13 TCC REPAYMENT OPTION

- 13.1 The TCC Repayment Option allows you to repay upfront charges over the Service Schedule Term. It may be available for the upfront charges associated with the following elements of your TCC Service, if we agree:
 - (a) TCC Worker Type Customisation;
 - (b) TCC UC Clip-ons and TCC Service Management Clip-ons;
 - (c) the purchase of TCC Devices and the supply of your own TCC Devices (but not for TCC Additional Equipment);
 - (d) MAC projects (but not Soft Complex MACs or Hard Complex MACs); and
 - (e) TCC Professional Services.
- 13.2 The elements of your TCC Service that we have approved for the TCC Repayment Option, including four monthly repayments, are set out in Att 1 to Schedule 11.
- 13.3 Title to any equipment supplied to you under the TCC Repayment Option will not pass to you until you have made all of the repayments set out in Att 1 to Schedule 11.
- 13.4 You must enter into an appropriate maintenance service for all TCC Devices purchased under the TCC Repayment Option. We'll advise you of eligible services at the time of purchase.
- 13.5 You acknowledge and agree that, if you apply for the TCC Repayment Option, we'll perform investigations of your credit worthiness.
- 13.6 If this Service Schedule is terminated for any reason, or you do not pay any monthly instalment of the TCC Repayment Option charge in accordance with your agreement with us, you must pay us the TCC Repayment Option early termination charge as set out in clause 4.6.

- (c) under the PPSA to receive a copy of any verification statement or financing change statement.

15.9 You must unconditionally ratify any actions we take under this clause 15.

CONFIDENTIALITY

- 15.10 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.
- 15.11 We both have to keep the PPSA Information in the strictest confidence and not disclose that information.
- 15.12 Neither of us may request PPSA Information or authorise disclosure of the PPSA Information, except as set out below.
- 15.13 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.

16 SOFTWARE LICENCE TERMS

- 16.1 You agree to comply with the licence conditions that relate to the hardware and software supplied to you as a part of the TCC Service notified to you in advance (including those set out in Att 5 to Schedule 11).
- 16.2 If you do not comply with these licence conditions, we may immediately terminate this Service Schedule for your material breach and impose early termination charges in accordance with clause 4.6.
- 16.3 You must not:
 - (a) resell, assign or transfer your TCC Service to anyone;
 - (b) use or attempt to use the software components of the TCC Service on a stand-alone basis (that is, other than as part of the TCC Service we provide you); or
 - (c) use the TCC Service for any purpose other than your internal business purposes.
- 16.4 If this Service Schedule expires or is terminated for any reason, or we terminate or suspend any part of your TCC Service as permitted by this Service Schedule, you must not use any of the software components of the TCC Service without first obtaining a valid licence from Cisco.
- 16.5 If this Service Schedule expires or is terminated for any reason, you must return or destroy any copies of the software components of the TCC Service that exist on your networks or systems. We may require you to provide written evidence that you have complied with this clause.

17 CONTENT AND PRIVACY

- 17.1 If we host or store your data as part of the TCC Service, or you enter data as part of your use of the TCC 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 TCC Service. You warrant that you have the right to provide us with the licence set out in this clause.
- 17.2 Telstra will maintain a data security policy that is certified (or working towards certification) with the ISO

- (b) provided information requested by the auditor, acting reasonably, considered necessary in order to satisfy themselves of our compliance with the applicable standard; and
 - (c) allow the auditor to inspect such information held by us as the auditor, acting reasonably, considers necessary in order to satisfy themselves of the adequacy of our compliance with the applicable standard, subject to compliance by the auditor with our standard site requirements (including as to security, privacy, OH&S and confidentiality). For the avoidance of doubt, the intention of this clause is to provide the auditor with the same rights as you, but not more.
- 17.7 We may have our internal auditor or other representative(s) present at an audit.
- 17.8 Any access and information provided to the auditor is subject to compliance by the auditor with our standard requirements (including as to security, privacy, OH&S and confidentiality).
- 17.9 You may request no more than one audit per calendar year.
- 17.10 We acknowledge and agree that, subject to you paying our reasonable expenses, representatives of a Regulatory Body, on reasonable written notice, may be permitted to:
- (a) request access to us and that such access will not be unreasonably withheld; and
 - (b) pre-arrange on site inspections if the Regulatory Body considers this necessary in its role as prudential supervisor and we will not disclose or advertise that the Regulatory Body has conducted such visits, except as necessary to coordinate with other institutions regulated by the Regulatory Body which are our existing clients or customers; and/or
 - (c) request any information the Regulatory Body, acting reasonably, considers necessary to satisfy itself as to the adequacy of the risk management systems used by us; and/or
 - (d) to inspect such information held by us as the Regulatory Body, acting reasonably, considers necessary in order to satisfy themselves of the adequacy of our risk management systems.
- 17.11 You agree to take reasonable steps to ensure that the Regulatory Body will comply with our standard requirements (including as to security, privacy, OH&S and confidentiality) when exercising any of its rights set out in clause 17.10 above.

18 DEFINITIONS

- 18.1 In this Service Schedule, the following terms have the assigned meanings:

Access Services has the meaning given in clause 2.6.

Additional Professional Services means the things contemplated by clauses 11.4 and 11.5.

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.

Business Day has the meaning given in clause 10.6.

End User means any of your individual End Users with an individual end point.

End User Training means the training described in clauses 9.18 to 9.21.

MAC has the meaning given in clause 10.28.

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

Att 1 to Schedule 11 - Site Schedule

The charges for your TCC Service are outlined below.

CONTRACT TERM (months): Co-terminous with Schedule 1 (Fixed Voice Services)

PRICING IN DETAIL		Unit	Unit Price per month \$ GST excl	Per Month \$ GST excl
End User Worker Types:				
	Office Worker	590	19.74	11,646.60
	Information Worker	291	21.62	6,291.42
	Mobile Worker (Telstra Provided Cloud Firewall)	300	31.02	9,306.00
Shared Space Worker Types:	Immersive Video Room	5	88.36	441.80
End User Customisation:	Hunt Groups	125		96.58
Solution Customisation:	Meet-me Conferencing	Yes		96.58
	Class of Service Customisation	No		-
	Extension Mobility Cross Cluster	No		-
	Additional Multi-party Audio Conferencing resources	No		-
	Cloud-based Multi-party Audio Conferencing Customisation	Yes		96.58
	Hybrid Redundancy - Cloud configuration	No		-
	SIP trunk Integration / Configuration in Cloud	Yes		96.58
	Solution Based Time of Day Routing	No		-
	Webex	Yes		
	Speech Auto Attendant	Yes		96.58
UC Clip-ons	Administrator Portal	1	-	-
	VMR (up to 8 attendees)	32	27.26	872.32
	VMR (up to 25 attendees)	15	50.26	753.90
	Cisco Jabber Collaboration Desktop Client	429	1.00	429.00
	WebEx	47	39.00	1,833.00
Devices:	Cisco Unified Phone 7841, Phantom Grey, Standard Handset	175	6.93	1,212.75
	Cisco Unified Phone 8945, Phantom Grey, Standard Handset	95	9.82	932.90
	Cisco UC Conference Phone 8831 (Base, Controller, Additional Wired Microphone)	18	39.99	719.82
	Cisco Unified Wireless IP Phone 7925g, Phantom Grey, Wireless Handset	44	18.40	809.60

- (ii) if you do not achieve any minimum commitments or Spend conditions set out or referred to in this Agreement; or
 - (iii) if an administrator, receiver, liquidator or provisional liquidator is appointed to you, or you resolve to enter into any settlement, moratorium or similar arrangement for the benefit of your creditors, or you are unable to pay your debts when they are due.
- (d) If the Agreement or Schedule 11 - Telstra Cloud Collaboration – Cisco Powered (TCC) is terminated for any reason other than for our material breach, you must reimburse us any TCC TIF amount which has been used. Upon expiry or termination of this Agreement or Schedule 11 - Telstra Cloud Collaboration – Cisco Powered (TCC) (whichever occurs earlier), your TCC TIF account will be closed.
- (e) If we close your TCC TIF account for any reason, any balance remaining will be extinguished.