



BUSINESS SERVICES AGREEMENT VARIATION

VARIATION AGREEMENT 6

YOUR DETAILS

Name Data Action Pty Ltd (you or your)
ABN 32 008 102 690
Address Level 1, 151 South Terrace Adelaide SA 5000


OUR DETAILS

Name Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)
Address for Notices General Manager, Contract Management
Locked Bag 6502, Sydney NSW 2001
Fax Number 1300 886 281

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014, as varied (**Agreement**).
- B. The parties agree that from the date this Variation Agreement is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variations, the Agreement will continue in full force and effect.
- C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.

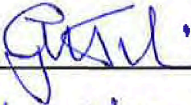
AGREED BY YOU

Signed for you by your authorised representative:

Signature  Date 22/4/16
Print Name Karl Grant Position Chief Executive Officer

AGREED BY US

Signed for us by our authorised representative:

Signature  Date 28/4/16
Print Name Glen Wicker Position General Manager SA/NT

The terms of the Agreement are varied as follows:

CLAUSE	VARIATION
Schedule 11 – Telstra Cloud Collaboration Cisco Powered (TCC)	Replace Schedule 11 – Telstra Cloud Collaboration Cisco Powered (TCC) with the attached Schedule 11 – Telstra Cloud Collaboration Cisco Powered (TCC).

SCHEDULE 11 - TELSTRA CLOUD COLLABORATION – CISCO POWERED (TCC)

SERVICE START DATE: The date the first End User is activated.

SERVICE SCHEDULE TERM: Until 29 June 2017 (the Service Schedule term must be at least 36 months).

SERVICE DETAILS

The details of your service are set out in the Site Schedule.

SERVICE TERMS

1 SERVICE DESCRIPTION

- 1.1 The TCC Service is a cloud-based UC service based on the Cisco Hosted Collaboration Service (HCS) platform. The TCC Service lets you choose from the following communications functionality and associated professional services.

FEATURE	DESCRIPTION
TCC Worker Type Packages	TCC End User Worker Type Packages: a bundle of UC functionality that is designed for individual End Users. TCC Shared Worker Type Packages: a bundle of UC functionality designed for multiple End Users.
TCC Worker Type Customisation	TCC End User Customisation: optional UC features for individual End Users. TCC Solution Customisation: optional UC features that apply across your organisation.
TCC Add-ons	Jabber Collaboration Client: downloadable collaboration application for PC/MAC. Intelligent Routing: application that enables management of incoming calls. SIP Trunks: additional SIP connect lines if you require more off-net calling capacity. Call Plans: option of fixed per user tariffs for your off-net calling. Telstra Unified Communications: Cisco collaboration services integrated into your TCC Service. Virtual Meeting Room (VMR): a cloud-based video conferencing solution integrated into your TCC Service.
TCC Equipment	TCC Devices: accredited hardware and/or software End Users need to use their UC services (e.g. IP phone) that we supply for you to buy or rent or you can supply your own. TCC Additional Equipment: peripheral hardware and software that we can supply for End Users to enhance their TCC Service (e.g. DECT headset).

FEATURE	DESCRIPTION
TCC Professional Services	<p>TCC Network Readiness Assessment: a technical audit and analysis of your network infrastructure to make sure they're ready for a TCC Service.</p> <p>TCC Installation Services: activities required to design, install and activate the TCC Worker Type Packages.</p> <p>TCC Training: end user and 'train the trainer' services to enable you to better utilise your TCC Service.</p>
TCC Service Management	<p>TCC Proactive Management: 24x7 management of your TCC Service.</p> <p>TCC Proactive Plus Management: extra service management features available in addition to TCC Proactive Management.</p>

- 1.2 The TCC Service is not available to Telstra Wholesale customers or for resale. Except as expressly permitted under Attachment 1 (Resale Service Terms) to the Agreement, you cannot resell the TCC Service or re-supply the TCC Service to a third party.

2 ELIGIBILITY

TCC SERVICE

- 2.1 To be eligible for the TCC Service, you have to:
- (a) ensure that each of your sites is technically and physically ready for the TCC Service;
 - (b) acquire the Access Services;
 - (c) bring equipment, or rent or purchase it from us, which is accredited for use with the features you select; and
 - (d) unless we agree in writing, make and maintain an initial commitment of at least 350 TCC Worker Type Packages.
- 2.2 If you don't do these things, we can't provide you with the TCC Service. In addition, there are other reasons why we may need to suspend or cancel your service during the Service Schedule Term, and these are set out in this Service Schedule.

IMMERSIVE VIDEO CONFERENCE ROOM

- 2.3 On request, we may agree to provide you with the Immersive Video Conference Room functionality on a stand-alone basis, without requiring you to take other elements of the TCC Service or to comply with the minimum commitment of TCC Worker Type Packages set out in clause 2.1 (**IVCR-Only Option**).
- 2.4 To be eligible for the IVCR-Only Option, you have to:
- (a) have video-enabled devices at the locations where you would like the IVCR-Only Option to operate;
 - (b) acquire a minimum of 20 Immersive Video Conference Room Shared Worker Type Packages; and
 - (c) pay the monthly call control charge for video (as set out in Att 1 to Schedule 11),
- 2.5 If you don't do these things, we can't provide you with the IVCR-Only Option.
- 2.6 For the purposes of this Service Schedule, references to your TCC Service are a reference to the

IVCR-Only Option.

NETWORK READINESS

- 2.7 If you ask us to, we can provide a TCC Network Readiness Assessment which will assess the suitability of your network for a TCC Service and recommend any remedial action required. Details of the TCC Network Readiness Assessment you ordered are set out in Att 1 to Schedule 11.
- 2.8 You may order a TCC Service without ordering a TCC Network Readiness Assessment, in which case you are solely responsible for ensuring your networks are technically and physically ready for the TCC Service. If we reasonably determine that one or more of your networks is not ready for your TCC Service we will notify you. If you don't implement our recommendations to ensure your network is technically and physically ready for the TCC Service within the time we specify (or if none is specified, a reasonable time), we do not guarantee call quality and clauses 5.345.34 and 10.1310.13 will apply.
- 2.9 If we reasonably deem that your network or part of it is unsuitable for the TCC Service and you will not implement the changes that we recommend we may cancel the TCC Service either in whole or in part, in our discretion. If we cancel the TCC Service under this clause, you still have to pay for any other reasonable costs that we have incurred up to the date of cancellation.

ACCESS SERVICES

- 2.10 To be eligible for the:
- (a) TCC Service (other than the IVCR-Only Option), you have to take the following Access Services for the Service Schedule Term:
 - (i) an eligible Telstra IP VPN data service, with sufficient bandwidth and class of service to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC Service; and
 - (ii) an eligible Telstra voice service so that you pre-select us to provide your local, national, international and fixed-to-mobile voice services ,
 - (b) IVCR-Only Option, you have to take the following Access Services for the Service Schedule Term:
 - (i) an eligible Telstra IP VPN data service, with sufficient bandwidth and class of service to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC Service; and
 - (ii) if you want to be able to make off-net calls from your video end points, an eligible Telstra voice service for those video end points (but you do not have to pre-select us to provide your other voice services).
- 2.11 We can provide you of details of appropriate Access Services on request.
- 2.12 If you don't comply with clause 2.10 for any reason (other than our material breach), the service you experience may be adversely affected and we may:
- (a) charge you for calls to our service desk which relate to service difficulties or poor performance that relate to insufficient bandwidth rather than the TCC Service;
 - (b) terminate your TCC Service;
 - (c) terminate any other Access Services still on foot; and

- (d) apply any relevant early termination charges that apply to your TCC Service and each of the Access Services referred to in clauses 2.10.

2.13 The charges for the Access Services are additional to the charges for the TCC Service.

3 PRICING

- 3.1 The charges for the TCC Service are set out in Att 1 to Schedule 11 and in Att 3 to Schedule 11 (for Telstra Unified Communications). All charges set out in those attachments are GST exclusive unless otherwise stated and are subject to change during the Term if our vendor's charges increase (e.g. our vendor raises its handset prices). Additional terms relating to pricing may also be set out in those attachments.
- 3.2 The charges are based on the Service Schedule Term and the number of TCC Worker Type Packages you commit to having activated on the TCC platform. The number of committed TCC Worker Type Packages is set out in the table in Att 1 to Schedule 11.
- 3.3 You acknowledge that if you had not committed to activating the number of committed TCC Worker Type Packages in Att 1 to Schedule 11, we would have included higher charges for these Worker Type Packages. Therefore, if you have not activated at least 90% of the committed TCC Worker Type Packages set out in Att 1 to Schedule 11 within 6 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding list price (both set out in Att 1 to Schedule 11).
- 3.4 We won't increase the charges in Att 1 to Schedule 11 to the corresponding list price if we caused the delay in activating the TCC Worker Type Packages.
- 3.5 The TCC Worker Type Package pricing in Att 1 to Schedule 11 is applicable only to End Users who are based in Australia. End Users who are based in Australia may use the TCC Service overseas for short periods (for instance, an overseas trip), in our reasonable discretion. However, End Users based overseas are not eligible for Australian pricing. We will provide pricing for End Users based overseas on request.

4 TERM AND TERMINATION

TERM AND AUTOMATIC RENEWAL

- 4.1 This Service Schedule starts on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed.
- 4.2 At the end of the Service Schedule Term, your TCC Service will continue on a quarter-by-quarter basis. If you wish to end your TCC Service effective at any time on or after the Service Schedule Term, you have to give us at least three months' prior written notice.

OUR TERMINATION RIGHTS

- 4.3 We may terminate your TCC Service if:
 - (a) Cisco discontinues support for the Hosted Collaboration Service (HCS); or
 - (b) Cisco no longer certifies us to provide the HCS product.
- 4.4 If we terminate your service under clause 4.3 we will provide you with at least 6 months' notice and will take reasonable steps to help you minimise any impacts to your business including proposing alternative solutions.

- 4.5 We may also terminate your TCC Service by notice in writing if you commit a material breach of this Service Schedule, or as otherwise expressly set out in this Service Schedule.

EARLY TERMINATION CHARGES

- 4.6 If this Service Schedule is terminated in part or in whole before the end of the Service Schedule Term for any reason other than our material breach or our termination under clause 4.3, we may charge you the following early termination charges:

- (a) If this Service Schedule is terminated in part or in whole between the date the last party signs this Agreement and the Service Start Date:

- (b) Early Termination Charge (ETC) = our costs reasonably incurred in connection with the Agreement; otherwise,

- (c) Each TCC Worker Type Package:

Early Termination Charge (ETC) = $A \times B \times C$

where

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

B = the monthly charge set out in Att 1 to Schedule 11 for that TCC Worker Type Package

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

- (d) Call Control Charge for Video:

Early Termination Charge (ETC) = $A \times B$

where

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

B = the monthly charge set out in Att 1 to Schedule 11 for the Call Control Charge for Video.

- (e) TCC Add-ons: Intelligent Routing

ETC = The full amount remaining to be paid in respect of the Intelligent Routing Add-on element(s) being terminated at the date of termination (as set out in Att 1 to Schedule 11).

- (f) TCC Add-ons: Call Plans

Early Termination Charge (ETC) = $A \times B \times C$

where

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

B = the monthly charge set out in Att 1 to Schedule 11 for that TCC Call Plan

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

- (g) TCC Devices (Rental):

ETC = The full amount remaining to be paid in respect of each TCC Device at the date of termination (as set out in Att 1 to Schedule 11)

- (h) TCC Repayment Option:

ETC = the full amount remaining to be paid under the TCC Repayment Option at the date of termination (as set out in Att 1 to Schedule 11)

The parties acknowledge that as at the date the last party signs Variation Agreement 1, you have selected a device rental option as outlined in Att 1 to Schedule 11.

- 4.7 If you have activated at least 90% of the committed TCC Worker Type Packages set out in Att 1 to Schedule 11, the early termination charges for TCC Worker Type Packages set out in clause 4.6(a) do not apply to a cancellation in the 6 months immediately following the Service Start Date.
- 4.8 The early termination charges set out in clause 4.6 do not apply to a reduction in TCC Worker Type Packages expressly permitted under another clause of this Service Schedule.
- 4.9 The early termination charges set out in clause 4.6 are in addition to any charges that apply as a result of the early termination of your Additional Professional Services.

5 TCC WORKER TYPE PACKAGES

TYPES OF TCC WORKER TYPE PACKAGES

- 5.1 The following TCC Worker Type Packages are available as part of your TCC Service:

END USER WORKER TYPE PACKAGES	SHARED WORKER TYPE PACKAGES
Essential	Analogue and Basic
Office	Meeting Room
Information	Immersive Video Conference Room
Mobile	Shared Space

Notes:

- a) Office Worker can be ordered with or without Voice Mail Box. When ordered without Voice Mail Box this will be set out in Att 1 to Schedule 11 as an Office Worker Lite worker type.
- 5.2 We will not accept orders for any Shared Worker Type packages for individual users inside your organisation. We have designed and priced Shared Worker Type packages to cater only for shared environments (e.g. lift phones, meeting rooms, Fax machines, supermarket checkout phones).
- 5.3 The TCC Worker Type Packages you have ordered and the pricing for which you are eligible are set out in Att 1 to Schedule 11.
- 5.4 The key UC features associated with each Worker Type Package are set out in the table below. A more detailed list of included and optional UC features associated with each Worker Type Package is available on request.

KEY FEATURES	ESSENTIAL	OFFICE	INFORMATION	MOBILE	ANALOGUE & BASIC	MEETING / SHARED	IMMERSIVE VIDEO
Max No.of Devices	1	1	10	10	1	1	1
Device Limitations	See Clause 8.3: TCC Equipment						
Dial Tone	✓	✓	✓	✓	✓	✓	✓
Local Directory Services	✓	✓	✓	✓	X	✓	✓
Single Number Reach	X	✓	✓	✓	X	X	X
Extension Mobility	X	✓	✓	✓	X	X	X
Messaging & Voice Mailbox	X	O	✓	✓	X	X	X
Jabber Collaboration Client	X	X	✓	✓	X	X	X
Mobile Device Collaboration	X	X	X	✓	X	X	X
Room Based HD Video	X	X	X	X	X	X	✓

5.5 For a monthly charge each TCC Worker Type Package includes:

- (a) access to the range of UC capability that's available via the Cisco HCS applications hosted on the TCC Cloud Platform;
- (b) access to the UC features via approved TCC Devices connected to the TCC Cloud Platform;
- (c) where relevant, the ability to make calls to domestic and international phone numbers via the TCC Cloud Platform (but telephony usage charges are additional);
- (d) where relevant, the ability to make SIP URI calls;
- (e) TCC Service Management: Proactive Tier; and
- (f) Premium Availability.

5.6 The UC features associated with each Worker Type Package are more fully set out in Att2 to Schedule 11.

5.7 Your Authorised Representative can ask us to move End Users between the TCC Worker Type Packages as part of the MAC process set out in clause 10. Early termination charges as set out in clause 4.6 will apply for movements between End User and Shared Worker types and movements of End User Workers to End User Worker Type packages with a lower monthly charge.

5.8 Your Authorised Representative can ask us to deactivate TCC Worker Type Packages as part of the MAC process set out in clause 10. The fees charged to deactivate TCC Worker Type Packages depend upon your Service Management Tier, and are set out below:

ANNUAL REDUCTION IN COMMITTED WORKER TYPES	SERVICE MANAGEMENT TIER	
	Proactive	Proactive Plus
≤10%	ETC per Worker Type as set out in clause 4.6	Deactivation fee per order as set out in MAC charges under clause 10
>10%	ETC per Worker Type as set out in clause 4.6	ETC per Worker Type as set out in clause 4.6

5.9 **Note:** The calculation of annual reduction commences on the Service Start Date.

5.10 We will provide your Authorised Representatives with access to a Telstra provided Administrator Portal which will be accessible from your internal network and will allow the self-management of changes including:

- (a) Upload changes to end user details
- (b) Manage end user access to the end user portal
- (c) Make non-billable changes to end users telephony features

COLLABORATION EDGE: SIP URI CALLING

- 5.11 We will provide all TCC worker types except Essential ordered as part of your TCC service with the capability to make and receive SIP URI calls via a shared instance of Cisco's Collaboration Edge infrastructure.
- 5.12 The shared infrastructure referred to in clause 5.11 allows eligible worker types to make 'on net' SIP URI calls to other eligible worker types plus make and receive 'off net' calls via the internet to other SIP URI enabled endpoints. There are no additional usage charges for these SIP URI calls.
- 5.13 The instance of Collaboration Edge supporting SIP URI dialling referred to in clause 5.11 is shared with other customers on the TCC Cloud Platform and has been designed to provide capacity to cater for typical calling patterns across our enterprise customers. We cannot guarantee that at all times there will be capacity available to complete your call. You can request a dedicated instance of Collaboration Edge with dedicated capacity for SIP URI calling but we will charge you additional charges for this.
- 5.14 SSL certificates are required to enable SIP URI dialling. We can provide these certificates with a Telstra provided domain name (e.g. @tcc.telstra.com). If you wish to use your own domain you will need to authorise Telstra to purchase SSL certificates on your behalf.

COLLABORATION EDGE: MOBILE WORKER

- 5.15 If you take a Mobile End User TCC Worker Type Package, you must also have an appropriate secure connection to the TCC Cloud Platform in place. There are 2 different options:
- (a) Telstra Provided Collaboration Edge: all mobile workers under this option connect to the TCC Cloud Platform via a dedicated instance of Cisco's Collaboration Edge infrastructure (we manage this infrastructure as part of your Service Management Tier); and
 - (b) Customer Provided Firewall: you can utilise your own firewall assets provided it meets the security requirements to use the TCC Service.
- 5.16 You can only choose one option, not a combination of firewall solutions. Att 1 to Schedule 11 includes the details of the option you have chosen. There may be additional charges for configuration of the