



BUSINESS SERVICES AGREEMENT VARIATION

VARIATION AGREEMENT 13

YOUR DETAILS

Name Data Action Pty Ltd **(you or your)**
ABN 32 008 102 690
Address Level 3/55 Currie Street, Adelaide SA 5001

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

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- 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 Andrew Mauer Date 26/6/19
Print Name Andrew Mauer Position Company SECRETARY

AGREED BY US

Signed for us by our authorised representative:

Signature Adam Oliver Date 27/6/19
Print Name Adam Oliver Position Head of Telstra Enterprise
SA/NT

The terms of the Agreement are varied as follows:

CLAUSE	VARIATION
New Schedule 14 - Additional Cloud Collaboration Services (Telstra Collaboration with Cisco)	Insert new "Schedule 14 - Telstra Collaboration with Cisco Services" as set out in Annexure A to this Variation Agreement.

Annexure A

SCHEDULE 14 – TELSTRA COLLABORATION WITH CISCO SERVICES

SERVICE START DATE: The date Variation Agreement 8 is signed by the last party.

SERVICE SCHEDULE TERM: 36 months

This Service Schedule sets out the service description and terms that apply to the Telstra Collaboration with Cisco Service.

1 SERVICE DESCRIPTION

1.1 Our Telstra Collaboration with Cisco Service (including Cisco Webex Cloud and Webex Teams) (**Service**) is a cloud-based UC service based on the Cisco Hosted Collaboration Service (**HCS**) platform. The Service comprises of:

- (a) Features;
- (b) User Licenses;
- (c) Telstra Services;
- (d) Value-Added Services;
- (e) Integration Services;
- (f) Professional Services; and/or
- (g) the Equipment.

The full description of items (a)-(g) above are set out in the Service Guide and Product Guide.

Not all features are available (or available without use restrictions) in all jurisdictions, and we specify the limitations in the Product Guide or Service Guide (where appropriate).

1.2 This Service Schedule is subject to the Service Guide and Product Guide provided to you. You must, and must procure and ensure your End Users, comply with the Service Guide and Product Guide which form part of this Service Schedule. We will revise the Service Guide and Product Guide from time to time. In the event of any conflict between the following:

- (a) Service Schedule;
- (b) Service Guide; and
- (c) Product Guide,

the document in the descending order will prevail (only to the extent of the inconsistency).

1.3 The Service is not available to Telstra wholesale or reseller customers for resale without our prior written consent.

2 NETWORK READINESS, ELIGIBILITY, ACCESS SERVICES, TELEPHONY AND CALL QUALITY

NETWORK READINESS

2.1 A network readiness assessment may be conducted with you to ensure that your network is compatible with the Service. We will notify you of the minimum requirements for the Service and the network requirements prior to or during the network readiness assessment.

ELIGIBILITY

2.2 To be eligible for:

- (a) the Service, you have to:
 - (i) ensure that each of your sites is technically and physically ready for the Service in accordance with clause 2.1 above;
 - (ii) acquire at least the minimum Access Services as set out in clause 2.6 to clause 2.11 below;
 - (iii) bring Equipment, or rent or purchase it from us, which is compatible with your Service and approved by us; and
 - (iv) unless we agree otherwise in writing, meet the minimum initial commitment set out in the Product Guide.

- 2.3 If you do not comply with clause 2.2 above, we will not provide you with the Service.
- 2.4 If you do not comply with clause 2.2 and clauses 2.6 to 2.17 for any reason (other than for our material breach), the Service you experience may be adversely affected and we may:
 - (a) charge you for calls to our service desk that relate to service difficulties or poor performance that relate to insufficient bandwidth rather than the Service;
 - (b) terminate your Service;
 - (c) terminate any other on-going Access Services; and
 - (d) apply any relevant Early Termination Charges that apply to your Service in accordance with clause 6.3 or clause 6.4 and each of the Access Services referred to in clause 2.6 to clause 2.11.

- 2.5 The charges for the Access Services are additional to the charges for the Service.

ACCESS SERVICES

AUSTRALIA

- 2.6 To be eligible for the Service, you must have the following:
 - (a) an eligible Telstra IPVPN data service with sufficient bandwidth to support the Service for each site connected to your Service; and
 - (b) an eligible Telstra voice service so that you pre-select us to provide your local, national, international and fixed-to-mobile voice services.

OUTSIDE OF AUSTRALIA

- 2.7 To be eligible for the Service, you must have the following:
 - (a) an eligible Telstra IPVPN data service with sufficient bandwidth to support the Service for each site connected to your Service; or
 - (b) any other third party provided WAN data service provided:
 - (i) it is compatible with the Service; and
 - (ii) you acquire at your own cost, a management point to point circuit between the Telstra node and your network to allow us to manage the Service over a third party platform.

- 2.8 If you use a third party service provider for your Access Services (where permitted), you:
 - (a) must also acquire a compatible Telstra interconnect data service in order to connect directly to our VPN that connects to the Service; and
 - (b) are solely responsible for:
 - (i) ensuring your Access Services has the minimum technical capability for us to supply the Service; and
 - (ii) configuration and managing the interconnection of your Access Services to our Telstra interconnect data service (e.g. routing and switching solution).

We are not liable for your third party Access Services, nor for any service difficulties or other issues (including a failure to meet any service levels) with the Service caused or contributed to by those third party Access Services.

- 2.9 The terms relating to your Access Services and where applicable the Telstra interconnect data service are set out in your separate agreement with us for those services. The terms in relation to your third party IPVPN data service (if any) are between you and that third party.
- 2.10 If security issues including intrusions, viruses, Trojan horses, worms, time bombs and other similar harmful software which may affect our Service or network, as well as vulnerabilities which may expose our equipment or network to the risk of intrusion or attack are identified in the interconnect between your third party provided IPVPN Access Services and your Service, we may suspend or cancel the interconnection between your third party provided IPVPN Access Services and your Service. We are relieved from meeting our obligations in respect of the Service during the period of any suspension or cancellation. Where provision of the Service has been suspended or cancelled under this clause, we may require you to pay a re-connection charge when the Service is reconnected.
- 2.11 You understand and agree that if at any time you terminate the management point to point circuit, we will not be able to provide the Service and we may terminate your Service without further notice to you. Early Termination Charges may apply in accordance with clause 6.3 or clause 6.4.

TELEPHONY

- 2.12 The telephony features of the Service are set out in the Product Guide. We will specify in the Product Guide where there are territorial restrictions to the telephony component.
- 2.13 The Service allows your End Users to make calls via the Service:
 - (a) to your other End Users on-net; and
 - (b) to public members off-net for certain territories.
- 2.14 We treat calls made between your End Users as 'on net' where both users' end points are on your VPN, and they do not attract additional call charges. All other calls (for instance, if you call an End User who is using their mobile telephone or receive the call from a home phone that is not connected to your VPN) are considered 'off-net' and are charged in accordance with the separate terms that apply to those calls. In jurisdictions where 'off-net' calling is not available, it is not possible to call anyone other than on-net End Users using the Service.
- 2.15 In relevant jurisdictions, we have set up your Service connectivity for off-net calling to cater for the usage patterns of typical enterprise telephony users. We have not designed it for telephony usage patterns found for users in inbound or outbound contact centres. You and your End Users must not use your Service in a contact centre role without a separate specific design and pricing for your contact centre deployment. You can request us to do this at any time.
- 2.16 If you do not comply with clause 2.15 and use your Service for contact centre purposes without first obtaining specific design and pricing amendments, the Service you experience may be adversely affected and we will charge you for the additional resources required to cater for your contact centre requirements.
- 2.17 If you choose to purchase Telstra SIP Connect Service from us to cater for off-net calling, you may do so on separate terms and conditions from us. For Australia, you will have to comply with additional numbering terms as set out in Attachment 1.

CALL QUALITY

- 2.18 You acknowledge that if you use your Service via:
 - (a) an access method, network configuration or bandwidth allocation that is not consistent with our recommendations (or otherwise expressly authorised by us);
 - (b) a third party service provider for your IPVPN Access Services; or
 - (c) a wireless access service,

there may be temporary interruptions, packet loss, call disconnection, service degradation, decreased call quality, impacted call routing or a loss of functionality. We aim to resolve any issues that arise due to these causes, but cannot promise that we will be able to do so.

3 CHARGES

- 3.1 The charges for your Service are set out in the Service Order Form. The charges are subject to change during deployment if our third party vendors increase their costs to us (for example, if Cisco raises its handset prices). We will notify you if this occurs.
- 3.2 Charges for the Service are listed in:
 - (a) Australian dollars if you are purchasing the Service in Australia; and

- (b) United States dollars or the applicable local currency if you are purchasing the Service outside Australia.

4 CHARGING MODELS FOR USER LICENSES, PROFESSIONAL SERVICES, EQUIPMENT AND VALUE-ADDED SERVICES

CHARGING MODELS

4.1 Unless indicated otherwise in the Service Order Form or SOW, your charges consist of the following:

- (a) monthly recurring charges for:
 - (i) each User License;
 - (ii) Telstra Services;
 - (iii) Value-Added Services; and/or
 - (iv) Equipment rented; and/or
- (b) non-recurring charges for:
 - (i) any calling costs associated with the Service;
 - (ii) premium assurance;
 - (iii) Professional Services;
 - (iv) any installation fees;
 - (v) Equipment purchased from us; and/or
 - (vi) MACs.

USER LICENSES

4.2 The charges are based on the Service Schedule Term and the number of User Licenses you commit to having activated on the HCS platform or Webex Teams. The number of committed User Licenses is set out in your Service Order Form.

For a monthly charge each User License includes:

- (a) access to the range of UC capability that is available via the HCS applications (including Cisco Webex Cloud and Webex Teams) hosted on the HCS platform;
- (b) access to the UC features via approved Equipment connected to the HCS platform or Webex Teams;
- (c) if available in your jurisdiction (as set out in this Service Schedule or the Service Guide), the ability to make calls to domestic and international phone numbers via the HCS platform or Webex Teams (telephony usage charges are extra); and
- (d) Service Assurance (Platinum) (as defined in clause 9).

4.3 Where applicable, if you had not committed to activate the number of committed User Licenses in the Service Order Form, we may have included higher charges in the Service Order Form. Therefore, if you have not activated at least 90% of the committed User Licenses outlined in the Service Order Form within 6 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding list price set out in the Service Order Form.

4.4 The pricing for the User Licenses will vary according to the jurisdiction of the End User and will be set out in the Service Order Form. We will determine, acting reasonably, which jurisdiction an End User is based in. End Users may use the Service in other jurisdictions for short periods (for instance, if travelling on an overseas trip) but must be primarily based in one jurisdiction.

4.5 Your invoice will be calculated based on the total active services you activated on a certain date (which will be notified to you separately) of the relevant month during the Service Schedule Term.

4.6 Active services are determined by:

- (a) the total amount of End User accounts; and/or
- (b) the total amount of non-assigned End User devices.

PROFESSIONAL SERVICES

- 4.7 Charges for Professional Services will be set out in the SOW.

EQUIPMENT

- 4.8 Billing for the Equipment you rent from us will commence from activation of the User Licenses associated with the particular Equipment.
- 4.9 If you choose to buy Equipment from us, you agree to pay to us the purchase price as set out in the invoice. We will invoice you upon placement of the order with the manufacturer and you agree to pay to us within 30 days from the date of the invoice. We reserve the right to repossess the Equipment or suspend your Service (and reconnection fees may apply) if you do not pay the purchase price in full in accordance with this Service Schedule.

VALUE-ADDED SERVICES

- 4.10 You will be invoiced in advance monthly for the Value-Added Services.

5 TERM

- 5.1 This Service Schedule starts on the date it is added to your agreement. The term of your Service then starts on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed. You are permitted to terminate the Service for convenience during the Service Schedule Term provided you pay to us the Early Termination Charges in accordance with clause 6.3 or clause 6.4.
- 5.2 After the Initial Period, the Service Schedule Term will automatically extend on a quarter-to-quarter basis on the existing terms, unless either party notifies the other (at least 3 months before any automatic extension) that it does not wish the Initial Period to extend automatically.

6 TERMINATION RIGHTS AND EARLY TERMINATION CHARGES

TERMINATION RIGHTS

- 6.1 We may terminate your Service if:
- (a) Cisco discontinues support for HCS (including Cisco Webex Cloud and Webex Teams); or
 - (b) Cisco no longer certifies us to provide the HCS (including Cisco Webex Cloud and Webex Teams) product.

If we terminate your service under (a) above, we will continue to support your Service for as long as possible based on Cisco's end of support arrangements (which may extend beyond your Service Schedule Term in any event), and will take reasonable steps to help you minimise any operational impacts to your business, including by proposing alternative solutions.

- 6.2 If the Cisco end of support arrangements do not extend beyond your Service Schedule Term, or we terminate your service under (b) in clause 6.1 above, we will take reasonable steps to migrate you to a reasonably equivalent solution for the remainder of your Service Schedule Term.

EARLY TERMINATION CHARGES

USER LICENSES

- 6.3 If you cancel or downgrade a Service for any reason other than our material breach of this Agreement at any time:
- (a) prior to the Service Start Date for that Service, you must pay us an Early Termination Charge in the amount of the costs reasonably incurred by us as a result of the termination (including any amounts payable by us to our Service Provider as a result of the cancellation of the Service); or
 - (b) during the Initial Period for that Service, you must pay us an Early Termination Charge for the remaining months in the Initial Period.

PERPETUAL USER LICENSES (WORKER TYPE PACKAGES)

- 6.4 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, we may charge you the following Early Termination Charges (to the extent they are relevant to your Service):

Each Worker Type Package:

Early Termination Charge (ETC) = A * B * C

where:

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

B = the monthly charge set out in the Service Order Form for that Worker Type Package

C = the number of End Users activated for that Worker Type Package at the date of termination

7 EQUIPMENT

7.1 You may:

- (a) rent Equipment from us;
- (b) purchase Equipment from us; and/or
- (c) supply your own Equipment.

The details related to the Equipment are set out in the Product Guide.

7.2 The terms related to this clause 7 are set out in Attachment 2.

8 PROFESSIONAL SERVICES

8.1 You may ask us to perform Professional Services.

8.2 If we are willing to perform those services, we will give you a quote for the work involved, including the estimated cost and time frame for carrying out the work. Both parties will enter into a SOW for the Professional Services.

8.3 You may cancel any 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 the termination date.

[The rest of this page is intentionally left blank. Clause 9 follows]

9 SERVICE ASSURANCE, SERVICE MANAGEMENT, SERVICE DESK AND SERVICE LEVEL

SERVICE ASSURANCE, SERVICE MANAGEMENT AND SERVICE DESK

- 9.1 Service assurance, management, service desk and service level target terms and any other related terms are set out in the Service Guide.

SERVICE LEVEL

- 9.2 We will aim to meet the following Service Availability for the HCS platform:

Description	Gold	Platinum
Service Availability	99.99%	99.999%

Service Availability means the total number of minutes in a monthly reporting cycle minus Outage Time. Service Availability is calculated in accordance with the following formula:

$$HCS\ Service\ Availability = \frac{\text{Total Minutes in monthly reporting cycle} - \text{Outage Time}}{\text{Total Minutes in monthly reporting cycle}}$$

Outage Time is calculated on a calendar month basis as the interval between a ticket being raised and closed for cumulative trouble tickets reported by you for an outage.

- 9.3 If we fail to meet the Service Availability mentioned in clause 9.2 above, you may claim a service level credit in accordance with the table below:

Service Management Level	Duration of Outage Time	Service level credit (% of MRC associated with the User Licenses for the affected site(s)).
Gold	0-5 minutes	0
	6-240 minutes	5
	241-480 minutes	7.5
	481 minutes and above	10
Platinum	0-1 minute	0
	2-6 minutes	5
	7-240 minutes	7.5
	241 minutes and above	10

Charges associated with professional services, calling, carriage, Equipment or any other charges as reasonably determined by us are not included in the calculation of the service level credit. Service level credit will be paid to you in the subsequent billing cycle.

10 WARRANTIES AND AUSTRALIAN CONSUMER LAW

WARRANTIES

- 10.1 Your use of the Service is subject to the terms set out in Attachment 3.
- 10.2 If you buy or rent from us any Equipment, we will ensure you receive the benefit of the applicable manufacturer's express warranty (if any).

AUSTRALIAN CONSUMER LAW

- 10.3 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.

11 SOFTWARE LICENSE TERMS

- 11.1 You agree to comply with the licence conditions that relate to the hardware and software supplied to you as a part of the Service notified to you in advance (including those set out in Attachment 3).
- 11.2 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 6.3 or clause 6.4.
- 11.3 You must not resell, assign or transfer your Service to anyone, 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 use the Service for any purpose other than your internal business purposes.
- 11.4 If this Service Schedule expires or is terminated for any reason or we terminate or suspend any part of your Service as permitted by this Service Schedule, you must not use any of the software components of the Service without first obtaining a valid licence from Cisco.
- 11.5 If this Service Schedule expires or is terminated for any reason, you must return or destroy any copies of the software components of the Service that exist on your networks or systems. We may require you to provide written evidence that you have complied with this clause.

12 END USER TERMS FOR WEBEX SERVICE AND WEBEX TEAMS FEATURES

WEBEX SERVICE FEATURE

- 12.1 If you purchase the Webex Service Feature from us, you agree:
 - (a) to comply with the terms of service and the offer description located at http://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf (collectively, the **End User Terms** for the purposes of this clause 12.1) applicable to you and your End Users;
 - (b) that the End User Terms govern your and your End Users' use of, and access to, the Webex Service Feature and any usage of the Webex Service Feature constitutes your agreement to the End User Terms; and
 - (c) to comply with any other terms notified by us to you.

WEBEX TEAMS FEATURE

- 12.2 If you purchase the Webex Teams Feature from us, you agree:
 - (a) to comply with the Universal Cloud Agreement and the Spark Supplemental Legal Terms set out at https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf and https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Cisco-Spark-Offer-Description.pdf (collectively, the **End User Terms** for the purposes of this clause 12.2) that apply to you and your End Users; and
 - (b) to ensure that your End Users are aware that:
 - (i) the End User Terms govern the End User's use of, and access to, the Webex Teams Feature; and
 - (ii) use of Webex Teams by the End User constitutes its agreement to the End User Terms.
- 12.3 If you breach clauses 12.1 or 12.2, we will terminate the Service without any prior notice to you.
- 12.4 If we notify you of any revisions to the End User Terms set out in clause 12.1 and clause 12.2, you agree to comply with such revisions.
- 12.5 You agree to comply with any other end user terms relating to the Service as notified to you from time to time.

13 CONTENT AND PRIVACY

- 13.1 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.
- 13.2 In order to provide the Service, you allow us to disclose personal information or data we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers). In some instances this will involve the transfer of such personal information or data to a country outside your jurisdiction and you consent to this transfer, storage and use of personal information or data outside of your jurisdiction.