

# BUSINESS SERVICES AGREEMENT VARIATION

## VARIATION AGREEMENT 1

### YOUR DETAILS

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

### OUR DETAILS

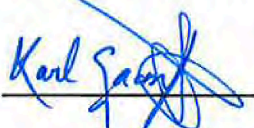
**Name** Telstra Corporation Limited (ABN 33 051 775 556) (we, us or our)  
**Address for Notices** General Manager, Contract Management  
 Locked Bag 6502, Sydney NSW 2001  
**Fax Number** 1300 886 281

### RECITALS

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014 (**Agreement**).
- B. The parties agree that from the date this Variation Agreement (**Variation Agreement 1**) is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variation, 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.

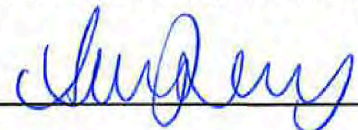
### AGREED BY YOU

Signed for you by your authorised representative:

Signature  Date 30/4/15  
 Print Name Karl Grant Position Chief Executive Officer

### AGREED BY US

Signed for us by our authorised representative:

Signature  Date 5/5/2015  
 Print Name ADRIANA COTTER Position Acting Enterprise GM

## Annexure A

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

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

**SERVICE SCHEDULE TERM:** Co-terminous with Schedule 1 (Fixed Voice Services).

### 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
<b>TCC Worker Type Packages</b>	<p><b>TCC End User Worker Type Packages:</b> a bundle of UC functionality that is designed for individual End Users.</p> <p><b>TCC Shared Space Worker Type Packages:</b> a bundle of UC functionality designed for multiple End Users.</p>
<b>TCC Worker Type Customisation</b>	<p><b>TCC End User Customisation:</b> optional UC features for individual End Users.</p> <p><b>TCC Solution Customisation:</b> optional UC features that apply across your organisation.</p>
<b>TCC Clip-ons</b>	<p><b>TCC UC Clip-ons:</b> optional extra services offered to End Users in addition to the core TCC Worker Type Packages.</p> <p><b>TCC Attendant Console Clip-on:</b> desktop application that enables management of incoming calls.</p> <p><b>TCC Service Management Clip-ons:</b> service providing additional redundancy.</p>
<b>TCC Equipment</b>	<p><b>TCC Devices:</b> accredited hardware and/or software End Users need to use their UC services (e.g. IP phone) that we supply.</p> <p><b>TCC Additional Equipment:</b> peripheral hardware and software that we can supply for End Users to enhance their TCC Service (e.g. DECT headset).</p>
<b>TCC Professional Services</b>	<p><b>TCC Network Readiness Assessment:</b> a technical audit and analysis of your network infrastructure to make sure they're ready for a TCC Service.</p> <p><b>TCC Installation Services:</b> activities required to design, install and activate the TCC Worker Type Packages.</p>

discretion. If we cancel the TCC Service under this clause, you still have to pay for the TCC Network Readiness Assessments plus any other reasonable costs that we have incurred up to the date of cancellation.

## ACCESS SERVICES

- 2.6 To be eligible for the TCC Service you have to take the following Access Services for the Service Schedule Term:
- (a) an eligible Telstra IP VPN data service, with sufficient bandwidth to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC 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.
- 2.7 We can provide you with details of appropriate Access Services on request.
- 2.8 If you don't comply with clause 2.6 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 2.6.
- 2.9 The charges for the Access Services are additional to the charges for the TCC Service.

## 3 PRICING

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- 3.1 The charges for the TCC Service are set out in Att 1 to Schedule 11 and (for Telstra Unified Communications) in Att 4 to Schedule 11. All charges set out in Att 1 to Schedule 11 and Att 4 to Schedule 11 are GST exclusive unless otherwise stated. Additional terms relating to pricing may also be set out in Att 1 to Schedule 11 and (for Telstra Unified Communications) in Att 4 to Schedule 11.
- 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 may have included higher charges in Att 1 to Schedule 11. Therefore, if you have not activated at least 90% of the committed TCC Worker Type Packages outlined in Att 1 to Schedule 11 within 12 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding List Price (both outlined 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'll provide pricing for End Users based overseas on request.

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 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 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 SPACE WORKER TYPE PACKAGES
Essential	Analogue & Basic
Office	Meeting Room
Information	Immersive Video Conference Room
Mobile	

**Note:**

We will not accept orders for Shared Space Worker Type packages for individual users inside your organisation. We have designed and priced Shared Space Worker Type packages to cater only for shared environments (e.g. lift phones, meeting rooms, FAX machines).

- 5.2 The TCC Worker Type Packages you have ordered and the pricing tier to which you are eligible are set out in Att 1 to Schedule 11.
- 5.3 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); and
  - (d) TCC Service Management: Proactive Tier
  - (e) TCC Service Management Clip-on: Premium Availability.
- 5.4 A more detailed outline of the UC features associated with each Worker Type Package is included in Att 2 to Schedule 11.
- 5.5 Your Authorised Representative can ask us to move End Users between the TCC Worker Type

requirements.

- 5.15 If any of your End Users moves locations, you are responsible for updating their geographic details for emergency services purposes. Notwithstanding this, all calls made from your TCC 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 callers 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**

- 5.16 If you ask us to, we provide telephone numbers to use with your TCC Service in a single block or multiple blocks of 100 contiguous numbers.
- 5.17 Subject to clause 5.18, if you want to cancel an existing Telstra service to take up the TCC Service and you want to keep your current numbers:
- (a) you can transfer your block or blocks of 100 contiguous numbers; or
  - (b) if you are transferring from CustomNet and currently have a block of less than 100 contiguous numbers - you can transfer your block or blocks of 10 contiguous numbers,
- to your TCC service.
- 5.18 We don't transfer your existing numbers if it isn't technically feasible, and we don't accept transfers of blocks of less than 100 contiguous numbers for use with the TCC service except as set out in clause 5.17(b).
- 5.19 You don't have to have working services on all of the numbers that you transfer. The remainder can be left vacant for use at a later date.
- 5.20 You can increase or decrease the number of working services 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.
- 5.21 You can apply to share numbers within a block of 100 contiguous numbers across one or more sites in blocks of 10 contiguous numbers. Sharing numbers across sites is only allowed where the sites are within one exchange service area, and if it is technically feasible.
- 5.22 If you transfer your existing telephone service to your TCC Service, you may experience outages to your existing service during the transfer process.

## **LOCAL NUMBER PORTABILITY**

- 5.23 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 numbers from Telstra to another provider if you choose to end your TCC Service, or port in numbers from another provider to Telstra to use as part of your TCC Service (subject to the limits set out in clause 5.24).
- 5.24 The following limitations apply to Local Number Portability for the TCC Service.
- (a) The group of telephone numbers you want ported for your TCC Service must be ported out at the same time. Numbers cannot be ported out in blocks of fewer than 100 contiguous numbers.
  - (b) 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 TCC group if it's technically feasible.

## 7 TCC CLIP-ONS

### TCC UC CLIP-ONS

- 7.1 You can choose optional TCC Clip-ons as part of your TCC Service. The TCC Clip-ons you can choose from, the applicable TCC Worker Types and the applicable pricing models are outlined in the table below:

TCC UC CLIP-ON	APPLICABLE WORKER TYPE	UPFRONT CHARGE	MONTHLY CHARGE
<b>Administrator Portal:</b> portal accessible from your internal network to make changes to your TCC Service.  Access to the Administrator Portal for up to 5 End Users is included in the Worker Type price.	All End User Worker Types	NO	NO
<b>Cisco Jabber Collaboration Client:</b> Desktop client to enable instant messaging and end user presence	Any of your employees can subscribe to this clip-on, irrespective of whether they are linked to a Worker Type.  This functionality is included in the Information and Mobile End User Worker Types	NO	YES

- 7.2 More detailed features of each TCC Clip-on are set out in Att 4 to Schedule 11.
- 7.3 Your Authorised Representative can deactivate TCC UC Clip-ons. Each deactivation will incur a deactivation fee and/or early termination fee as set out in clause 10.
- 7.4 If you choose the Cisco Jabber Collaboration Client, you must install the necessary software on your End User devices.

### TCC ATTENDANT CONSOLE CLIP-ON

- 7.5 You can choose the optional TCC Attendant Console Clip-on as part of your service. The TCC Attendant Console Clip-on is a desktop application that provides an advanced reception console interface. It is available with all End Users Worker types in either a 'Standard' or 'Supervisor' configuration. More detailed specifications are set out in Att 4 to Schedule 11.
- 7.6 The pricing for the TCC Attendant Console Clip-on is set out in Att 1 to Schedule 11.
- 7.7 We (or our authorised sub-contractors) will install the application for you. The charges for the installation services include:
- (a) the design of your application to an agreed configuration;
  - (b) build of the application within our data centre;
  - (c) on-site installation and activation; and
  - (d) training for your End Users on the Standard and/or Supervisor configuration, depending on their licence type, and generally in accordance with section 9.
- 7.8 If you ask us to perform installation services outside those described in clause 7.7, or your site is outside what we deem to be a metro area, there will be additional charges.

TCC WORKER TYPE PACKAGES	MAX NUMBER OF TCC DEVICES ALLOWED	SPECIFIC DEVICE RESTRICTIONS
Essential	1	Cisco 7821,
Office	1	All accredited Cisco devices
Information	10	All accredited Cisco devices
Mobile	10	All accredited Cisco devices
Analogue & Basic	1	Analogue packages ( VG 2xx; ATA xx, Cisco 3905, Cisco 6901)
Meeting Room	1	All accredited Cisco devices
Immersive Video Conference Room	1	Video endpoint packages (EX/SX/MX range)

- 8.4 Detailed product specifications for the TCC Devices are available on request.
- 8.5 The list of accredited devices and packages are available on request. The list will change from time-to-time and any changes to that list will be deemed to automatically amend clause 8.3.
- 8.6 There are three options for acquiring the TCC Devices you need for your TCC Service:
- (a) buy it from us;
  - (b) rent it from us; or
  - (c) supply your own.
- 8.7 The TCC Devices associated with your TCC Service are outlined in Att 1 to Schedule 11.

#### TCC ADDITIONAL EQUIPMENT

- 8.8 In addition to the TCC Devices you may choose to purchase additional peripheral equipment from us to support your TCC Service ("**TCC Additional Equipment**"). The TCC Additional Equipment available is outlined in the table below and the equipment you have purchased is outlined in Att 1 to Schedule 11:

TCC ADDITIONAL EQUIPMENT CATEGORY	EQUIPMENT AVAILABLE
<b>Headsets</b>	Plantronics branded headsets
<b>Cisco Accessories</b>	Peripheral equipment to enhance Cisco Devices such as Expansion Modules, wall mount kits, power cords
<b>Attendant Console</b>	Specialised keyboard for use with your TCC Attendant Console Clip-on

- 8.9 Detailed product specifications for the TCC Additional Equipment are available on request.
- 8.10 The list of TCC Additional Equipment will change from time-to-time and we'll provide it on request. Any changes to that list will be deemed to automatically amend clause 8.8.
- 8.11 TCC Additional Equipment is only available for outright purchase; you can't rent it from us.

the rented TCC Device.

- 8.25 We may increase your rental charges if we supply additional parts or provide any upgrade to the rented TCC Devices. We'll consult with you about the rental charge if this happens.
- 8.26 If you notify us that a TCC Device you have rented from us is faulty, we will usually initiate shipment of a replacement TCC 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.
- 8.27 You have to pay the applicable equipment rental charges even if there's a defect, breakdown, accident, loss, theft or damage to the equipment, or the equipment is unavailable, unless we caused it.
- 8.28 If any item of the rented TCC Devices 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 TCC Devices
- 8.29 Billing for the TCC Devices you rent from us will commence from activation of the Worker Types Packages associated with the particular TCC Device.

#### **SUPPLY YOUR OWN EQUIPMENT**

- 8.30 You can choose to supply your own TCC Devices for use with the TCC Service. If you do, you have to make sure all TCC Devices you use are accredited by Cisco for use with the TCC Worker Type Package(s) you've chosen.
- 8.31 The list of accredited devices will change over time and will be provided annually. You have to update any TCC Devices that are no longer accredited. We may not be able to provide the TCC 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 TCC Service (in whole or in part) without liability to you, and impose early termination charges in accordance with clause 4.6.
- 8.32 You have to make sure any TCC Device you supply is well maintained and in good working order. You have to undertake any necessary maintenance promptly, including for example, installing software or firmware upgrades, patches and fixes in accordance with the manufacturer's recommendations or instructions.
- 8.33 There is an upfront charge for activating your own equipment to your TCC Service, as set out in Att 1 to Schedule 11.

### **9 TCC PROFESSIONAL SERVICES**

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#### **TCC NETWORK READINESS ASSESSMENT**

- 9.1 As part of the TCC Network Readiness Assessment, we will identify any issues associated with your network that may impede the planned TCC deployment, allow for the remediation of identified issues and then allocate responsibilities for remediation tasks.
- 9.2 You have to provide the following details to support the TCC Network Readiness 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))



- (ii) install room based video endpoints (MX200, MX300, Profile) on the standard floor mount provided with the equipment. The installation will include connection to existing suitable LAN cable socket and 240V power at the location, and deployment of one control touchpad and one table microphone (when included in standard equipment) installed on a conference room table with floor anti-trip covering over cables.
  - (d) activating the TCC Devices that you have provided and not acquired from us (but you are still responsible for installing them on your data network);
  - (e) set up of your customer portal, accessible via your internal network; and
  - (f) set up of your secure access to the TCC Services available via the Telstra.com internet portal.
- 9.7 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 best endeavours, we do not guarantee that we will be able to map all your current telephony features to your TCC service.
- 9.8 You and we will agree a project management plan for deployment of your TCC Service which will be provided after the date on which Variation Agreement 1 is executed by both parties. 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 TCC Services described in this Service Schedule;
  - (c) Negotiating the impact of any agreed written changes to the Service Schedule 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;
    - (ii) activities planned for the next reporting period;
    - (iii) project change control summary;
    - (iv) problems, concerns, and recommendations; and
    - (v) issue management and tracking.
- 9.9 Installation 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. TCC installation includes, if applicable, migration of your existing telephony services to the TCC platform. During this migration you acknowledge that there may be periods of service disruption.
- 9.10 Unless otherwise agreed and expressly noted in Att 1 to Schedule 11, travel to Regional/Remote Sites

- (a) provide a project manager (or agreed level of support) to assist with the installation of your TCC 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 the equipment to you and perform the 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 TCC Devices have been delivered to you before installation, make sure that the TCC Devices are made available to us for installation and securely stored beforehand;
  - (f) provide us read only access to your customer directory;
  - (g) provide any required hardware or software, including the installation, configuration and integration of that hardware or software that is not identified in the Site Schedule (you have to perform any equipment or application integration activity that is not specifically identified in the Site Schedule);
  - (h) load, install and configure any software bought from us eg Jabber onto your existing equipment including but not limited to any personal computers (PC), servers and mobile phones, PDAs or smart phones;
  - (i) provide a suitable LAN platform that preferably supports POE for handsets and must support Quality of Service (QoS) for IP Telephony;
  - (j) provide power sockets as required such as for non-power over Ethernet devices such as ATA's or for handsets if you have non-POE network;
  - (k) provide a suitable cable and termination for analogue gateways (such as a RJ-21 interface for a VG-224); and
  - (l) provide sufficient space and logical and physical resources to accommodate the TCC Service at your site.
- 9.14 If you do not do any of the things we ask you to, the installation of your TCC Devices may be delayed, and we may have to 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 schedule.
- 9.15 You can ask us to carry out a site audit of your environment to determine whether your site has sufficient space and resources to accommodate your TCC Service, and if it doesn't, what changes are required. If we agree to do so, an additional charge will apply and we'll tell you what that charge is before we conduct the audit.

#### TCC TRAINING

- 9.16 You may ask us to provide training services as part of your TCC Service. The standard training packages available from us are End User Training and Train the Trainer Training. Details of each are set out below. Customised training packages can be provided on request.
- 9.17 The number of days of training you have purchased is outlined in Att 1 to Schedule 11. The pricing for training is for Metropolitan Sites, and Regional/Remote Sites involve additional costs. We tell you if your sites are Regional/Remote Sites, and any additional charges are set out in Att 1 to Schedule 11. If all of the training days outlined in Att 1 to Schedule 11 are not utilised, the monthly fee for those services will

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
<b>Priority 1</b> 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"> <li>• your business operations cannot function through significant widespread network loss;</li> <li>• the incident is affecting your business's ability to function;</li> <li>• regulatory or licensing conditions have been compromised; or</li> <li>• security or community health have been compromised.</li> </ul>
<b>Priority 2</b> High Impact Significant User Impact	An incident or situation where: <ul style="list-style-type: none"> <li>• TCC Services are severely affected, to the extent that normal business operations have been compromised;</li> <li>• there is a severe impact on the TCC Services, but other services are functional. In essence this is a multi-point impact; or</li> <li>• regulatory or licensing conditions are likely to be compromised.</li> </ul>
<b>Priority 3</b> 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.
<b>Priority 4</b>	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
<b>Hard Complex</b>		
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
<b>Professional Services</b>		
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
<b>Projects</b>	• Price on application	• Price on application

10.35 The standard pricing for MAC is outlined below :

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

## 12 OTHER TCC SERVICES

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### 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

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- 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**

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- 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**

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- 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

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- 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
<b>End User Worker Types:</b>				
	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
<b>Shared Space Worker Types:</b>	Immersive Video Room	5	88.36	441.80
<b>End User Customisation:</b>	Hunt Groups	125		96.58
<b>Solution Customisation:</b>	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
<b>UC Clip-ons</b>	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
<b>Devices:</b>	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.

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	Call Back	O	O	O	O	x	x	x
	Call-by-Call Calling Line ID Restriction (CLIR)	O	O	O	O	x	x	x
	Class of Service per user	√	√	√	√	x	x	x
	Disable Audible/Visual Indication of Ringing Line	O	O	O	O	O	O	O
	Distinctive Ring (Internal vs. External Call)	√	√	√	√	x	√	x
	Enhanced Hook Switch		O*	O*	O*	O*	x	x
	Message Waiting Audible Indicator (AMWI)	O	O	O	O	O	x	x
	Multiple Calls Per Line	O*	O*	O*	O*	O*	x	x
	Multiple Call Per Shared Line	O*	O*	O*	O*	x	x	x
	Multiple Line Appearances per Phone	x	O	O	O	x	x	x
	IP Pagingx	O	O	O	x	x	x	O
	Privacy	O	O	O	O	x	x	x
	Shared/Bridged Line Appearance	x	O	O	O	x	x	x
	Time of Day Access	√	√	√	√	x	x	x
	Time of Day Routing	√	√	√	√	x	x	x

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COLLABORATION CLIENT	Instant Messaging	x	x	√	√	O	x	x
	Presence	x	x	√	√	O	x	x
	File Transfer	x	x	√	√	x	x	x
	Group Chat	x	x	√	√	x	x	x
	Soft phone	x	x	√	√	x	x	x
	Soft Phone over WIFI	x	x	√	√	x	x	x
	Screen Sharing	x	x	√	√	x	x	x
	Screen Sharing	O	O*	√	√	x	x	x
	Policy and Compliance Assurance	x	x	√	√	x	x	x
VIDEO	Video soft client	x	x	√	√	x	x	x
	Room Based HD Video	x	x	x	x	x	x	√
MOBILITY	Voice Over Wi-Fi	x	x	x	√	x	x	x
	Call back/Remote Office	x	x	x	√	x	x	x
	Jabber Mobile client	x	x	x	√	x	x	x
	Jabber Tablet Client	x	x	x	√	x	x	x
	Jabber Mobile Video Calling	x	x	x	√	x	x	x
3RD PARTY INTEGRATION	Microsoft Lync Integration	x	x	O	O	x	x	x
	Integration with Receptionist Console	O	O	O	O	x	x	x
	LDAP Integration	O	O	O	O	O	O	O
	3rd Party Integration	O	O	O	O	O	O	O
SERVICE	Proactive	√	√	√	√	√	√	√

## Att 3 to Schedule 11 - TCC Worker Type Package Customisation

### 1 END USER CUSTOMISATION

- 1.1 The table below outlines the features that are able to be customised for the applicable Worker Type packages. The table also indicates whether there is any upfront charge for activating these features when ordered via the MAC process.
- 1.2 Charges associated with your initial deployment are shown in Att 1 to Schedule 11. If the request to customise your End User features comes post-deployment via a MAC request, the End User Customisation charge outlined in 10.32 (if any) will apply.
- 1.3 The list of features will vary over time. Updated lists can be provided on request.

END USER CUSTOMISATION FEATURE	DESCRIPTION	CHARGE FOR MAC
Abbreviated Speed Dial	Configure settings for the speed-dial numbers via which the end user can access with abbreviated dialling. When the user configures part of the speed-dial entries can get assigned to the speed-dial buttons on the IP phone; the remaining speed-dial entries get used for abbreviated dialling.	N
Adhoc Conferencing	Using the capability inherent in the phone to create a 3-way audio conference.	N
Auto Answer to Speakerphone/Headset/etc	A phone set to automatically answer an inbound call. Use the Auto Answer feature in Cisco Unified Communications Manager. Activating this option or button causes the speaker phone to go off hook automatically when an incoming call is received.	N
Barge	Barge adds a user to a call that is in progress. Pressing a soft key automatically adds the user (initiator) to the shared-line call (target), and the users currently on the call receive a tone.	N
Block Off-Net to Off-Net Call Transfer	The Cisco Unified Communications Manager cluster wide service parameter Block Off Net to Offset Transfer allows a customer to prevent users from transferring external calls to another external number.	Y
Call Back	The Cisco Call Back feature allows you to receive call back notification on your Cisco IP phone when a called party line becomes available.	N

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	CMC assists with call accounting and billing for billable clients. Client matter codes force the user to enter a code to specify that the call relates to a specific client matter. You can assign client matter codes to customers, students, or other populations for call accounting and billing purposes.	
Disable Audible/Visual Indication of Ringing Line	Change setting so that there is no indications that the phone is ringing	N
Distinctive Ring (Internal vs. External Call)	Change the ringtone on a handset for internal vs. external calls	N
Do Not Disturb	Enable Do Not Disturb soft key on profile	N
Enable Enhanced Hook Switch	Enable Enhanced Hook Switch (EHS) for compatible Headsets	N
Extension Mobility	Enable user to log in to another handset on the network and have this end point act according to the end users profile.	N
Forced Authentication Codes (FAC)	Forced Authorization Codes (FAC) allow you to manage call access and accounting. This feature regulates the types of calls that certain users can place by forcing the user to enter a valid authorization code before the call completes.	Y
Hunt Groups	A Hunt Group lists a set of Line groups in a specific order. A hunt group then associates with one or more hunt pilots and determines the order in which those line groups are accessed. The order controls the progress of the search for available directory numbers for incoming calls. A hunt group comprises a collection of directory numbers as defined by line groups. After Cisco Unified Communications Manager determines a call that is to be routed through a defined hunt group, Cisco Unified Communications Manager finds the first available device on the basis of the order of the line group(s) that a hunt group defines.	Y
Immediate Divert	Immediate divert to a specific number	N
Immediate divert to voicemail	Button on selected handsets that allows end user to divert an incoming call to voice mail.	N
IP Phone Intercom	Intercom, a type of phone line, combines the functionality of a traditional line and a speed dial. With an intercom line, a user can call the intercom line of another user, which auto-answers to one-way audio whisper. The recipient	Y



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Multiple Calls per Line	Setting the maximum number of calls that can be routed to an endpoint. The number is limited by the capability of the IP phone.	N
Multiple Calls per Shared Line	Setting the maximum number of calls that can be routed to an endpoint that is shared by a number of end users. The number is limited by the capability of the IP phone.	N
Multiple Line Appearances per Phone	Setting the maximum number of lines (i.e. End users) that can have their calls routed to a single phone. The number is limited by the capability of the IP phone.	N
Privacy	With Privacy, administrators can enable or disable the capability of users with phones that share the same line (DN) to view call status and to barge the call. Administrators enable or disable Privacy for each phone or for all phones in the cluster.  By default, the system enables Privacy for all phones in the cluster.	N
Shared/Bridged Line Appearance	Setting up the sharing of a phone between multiple end users	N
Single Number Reach	The Single Number Reach feature allows users to answer incoming calls to their extension on either their desktop IP phone or at a remote destination, such as a mobile phone. Users can pick up active calls on the desktop phone or the remote phone without losing the connection. This enables callers to dial a single number to reach the phone user. Calls that are not answered can be forwarded to voice mail.	N
Time of Day Access	An access list determines whether a call should be extended to a remote destination that is enabled for single-number reach. With the addition of time-based control, the Time-of-Day-Based Access List feature adds time as another determination factor. The feature allows administrators and users to determine whether a call should reach a remote destination based on the time of day when the call is received.	N
Time of Day Routing	Time-of-day routing routes calls to different locations for an End User based on the time of day when a call is made. For example, during business hours, calls can route to an office, and after hours, calls can go directly to a voice-messaging system or to a home number or another location.	N

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	accordance with the TCC Integration Guide;	
Meet-me Conferencing	Meet-me conferencing provides a bank of numbers for end users to dial into and form a multi-party audio conference. Requires audio conferencing resources in cloud or on-site to connect the calls.	Y
SIP trunk Integration / Configuration in Cloud	Customers often require on-site SIP trunk integration to support integration with 3rd party applications and devices. To activate this service configuration is required in the call manager. This feature covers this element of solution only.	Y
Solution Based Time of Day Routing	Time-of-day routing routes calls applicable to the whole organisation to different locations based on the time of day when a call is made. For example, during business hours, calls can route to an office, and after hours, calls can go directly to a voice-messaging system or to a home number or another location.	Y
Speech Auto Attendant	Cisco Call Manager Auto Attendant, a simple automated attendant, allows callers to locate people in your organization without talking to a receptionist. You can customize the prompts that are played for the caller, but you cannot customize how the software interacts with the customer.	Y

	<p>to also use their Cisco Jabber client to control their Cisco IP phone to make and answer calls</p> <ul style="list-style-type: none"> <li>• Visual Voicemail -- If you have Cisco Unity Connection deployed, you can add the ability to view, play, sort and delete voicemail messages from Cisco Jabber</li> </ul>
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**TCC ATTENDANT CONSOLE CLIP-ONS**

<b>TCC ATTENDANT CONSOLE CLIP-ON</b>	<b>DESCRIPTION</b>
<b>Overview</b>	The TCC Attendant Console Clip-on provides the attendant console operator with the tools to answer and transfer incoming calls to individuals across the organisation.
<b>Key features</b>	<p>The features included in the standard pricing for Attendant Console include:</p> <ul style="list-style-type: none"> <li>• Telephony features such as serial calling, queue indicators, queue overflow rules, time of day routing management and call retrieval</li> <li>• Presence status information</li> <li>• Intuitive, customisable, windows-based interface</li> <li>• Support for a large number of queues and queuing engine to enable management of queues in line with agreed business rules</li> <li>• In queue messages and out-of-office information</li> <li>• Supervisor module which provides reporting and flexibility to manage queues in real time to maintain service levels</li> </ul> <p>A full product specification can be provided on request.</p>
<b>Exclusions</b>	<p>You will be provided with the single data centre design. If geographical redundancy is required a separate specific design and pricing for your deployment will be provided. You can request us to do this at any time.</p> <p>Reporting is limited to that available to the Supervisor module of the application.</p>

**TCC SERVICE CLIP-ONS**

<b>TCC SERVICE CLIP-ON</b>	<b>DESCRIPTION</b>
<b>Premium Availability</b>	<p>For customer's selecting this clip-on Telstra will install and configure their TCC deployment such that there is active-active redundancy for their Cisco applications managed in our cloud environment between our data centres in Sydney and Melbourne.</p> <p>Thus in the event of an incident in the say Sydney data centre that results in an outage of the customer's TCC applications there will be automatic failover to the Melbourne centre with no loss of service for the customer.</p> <p>The applications that will be managed in this way include:</p> <ul style="list-style-type: none"> <li>• Cisco Unified Communications Manager</li> <li>• Cisco Unified Presence Server</li> <li>• Cisco Unity Unified Messaging</li> </ul>

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TO THE EXTENT REQUIRED BY LAW, AND AT CUSTOMER'S WRITTEN REQUEST, CISCO SHALL PROVIDE CUSTOMER WITH THE INTERFACE INFORMATION NEEDED TO ACHIEVE INTEROPERABILITY BETWEEN THE SOFTWARE AND ANOTHER INDEPENDENTLY CREATED PROGRAM, ON PAYMENT OF CISCO'S APPLICABLE FEE, IF ANY. CUSTOMER SHALL OBSERVE STRICT OBLIGATIONS OF CONFIDENTIALITY WITH RESPECT TO SUCH INFORMATION AND SHALL USE SUCH INFORMATION IN COMPLIANCE WITH ANY APPLICABLE TERMS AND CONDITIONS UPON WHICH CISCO MAKES SUCH INFORMATION AVAILABLE.

**SOFTWARE, UPGRADES AND ADDITIONAL COPIES.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO MAKE OR USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF MAKING OR ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE TO AN APPROVED SOURCE FOR THE UPGRADE OR ADDITIONAL COPIES; AND (2) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

**PROPRIETARY NOTICES.** CUSTOMER AGREES TO MAINTAIN AND REPRODUCE ALL COPYRIGHT, PROPRIETARY AND OTHER NOTICES ON ALL COPIES, IN ANY FORM, OF THE SOFTWARE IN THE SAME FORM AND MANNER THAT SUCH COPYRIGHT AND OTHER PROPRIETARY NOTICES ARE INCLUDED ON THE SOFTWARE. EXCEPT AS EXPRESSLY AUTHORIZED IN THE AGREEMENT,

FORTH HEREIN. YOU AGREE TO THE APPLICABLE ADDITIONAL TERMS FOR ANY SUCH IDENTIFIED COMPONENT(S).

**LIMITED WARRANTY.** SUBJECT TO THE LIMITATIONS AND CONDITIONS SET FORTH HEREIN, CISCO WARRANTS THAT COMMENCING FROM THE DATE OF SHIPMENT TO CUSTOMER (BUT IN CASE OF RESALE BY AN APPROVED SOURCE OTHER THAN CISCO, COMMENCING NOT MORE THAN NINETY (90) DAYS AFTER ORIGINAL SHIPMENT BY CISCO), AND CONTINUING FOR A PERIOD OF THE LONGER OF (A) NINETY (90) DAYS OR (B) THE WARRANTY PERIOD (IF ANY) EXPRESSLY SET FORTH AS APPLICABLE SPECIFICALLY TO SOFTWARE IN THE WARRANTY CARD ACCOMPANYING THE PRODUCT OF WHICH THE SOFTWARE IS A PART (THE "PRODUCT") (IF ANY): (A) THE MEDIA ON WHICH THE SOFTWARE IS FURNISHED WILL BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE; AND (B) THE SOFTWARE SUBSTANTIALLY CONFORMS TO THE DOCUMENTATION. THE DATE OF SHIPMENT OF A PRODUCT BY CISCO IS SET FORTH ON THE PACKAGING MATERIAL IN WHICH THE PRODUCT IS SHIPPED. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS". THIS LIMITED WARRANTY EXTENDS ONLY TO THE SOFTWARE PURCHASED FROM AN APPROVED SOURCE BY A CUSTOMER WHO IS THE FIRST REGISTERED END USER. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF CISCO AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY WILL BE (I) REPLACEMENT OF DEFECTIVE MEDIA AND/OR (II) AT CISCO'S OPTION, REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE OF THE SOFTWARE, IN BOTH CASES SUBJECT TO THE CONDITION THAT ANY ERROR OR DEFECT CONSTITUTING A BREACH OF THIS LIMITED WARRANTY IS REPORTED TO THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER WITHIN THE WARRANTY PERIOD. CISCO OR THE APPROVED SOURCE SUPPLYING THE SOFTWARE TO CUSTOMER MAY, AT ITS OPTION, REQUIRE RETURN OF THE SOFTWARE AND/OR DOCUMENTATION AS A CONDITION TO THE REMEDY. IN NO EVENT DOES CISCO WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTIONS. IN ADDITION, DUE TO THE CONTINUAL DEVELOPMENT OF NEW TECHNIQUES FOR INTRUDING UPON AND ATTACKING NETWORKS, CISCO DOES NOT WARRANT THAT THE SOFTWARE OR ANY EQUIPMENT, SYSTEM OR NETWORK ON WHICH THE SOFTWARE IS USED WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

**RESTRICTIONS.** THIS WARRANTY DOES NOT APPLY IF THE SOFTWARE, PRODUCT OR ANY OTHER EQUIPMENT UPON WHICH THE SOFTWARE IS AUTHORIZED TO BE USED (A) HAS BEEN ALTERED, EXCEPT BY CISCO OR ITS AUTHORIZED REPRESENTATIVE, (B) HAS NOT BEEN INSTALLED, OPERATED, REPAIRED, OR MAINTAINED IN ACCORDANCE WITH INSTRUCTIONS SUPPLIED BY CISCO, (C) HAS BEEN SUBJECTED TO ABNORMAL PHYSICAL OR ELECTRICAL STRESS, ABNORMAL ENVIRONMENTAL CONDITIONS, MISUSE, NEGLIGENCE, OR ACCIDENT; OR (D) IS LICENSED FOR BETA, EVALUATION, TESTING OR DEMONSTRATION PURPOSES. THE SOFTWARE WARRANTY ALSO DOES NOT APPLY TO (E) ANY TEMPORARY SOFTWARE MODULES; (F) ANY SOFTWARE NOT POSTED ON CISCO'S SOFTWARE CENTER; (G) ANY SOFTWARE THAT CISCO EXPRESSLY PROVIDES ON AN "AS IS" BASIS ON CISCO'S SOFTWARE CENTER; (H) ANY SOFTWARE FOR WHICH AN APPROVED SOURCE DOES NOT RECEIVE A LICENSE FEE; AND (I) SOFTWARE SUPPLIED BY ANY THIRD PARTY WHICH IS NOT AN APPROVED SOURCE.

**DISCLAIMER OF WARRANTY.** EXCEPT AS SPECIFIED IN THIS WARRANTY SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT RESTRICTS THE EFFECT

POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT FULLY APPLY TO YOU. THE FOREGOING EXCLUSION SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH: (I) DEATH OR PERSONAL INJURY, (II) FRAUDULENT MISREPRESENTATION, OR (III) CISCO'S LIABILITY IN CONNECTION WITH ANY TERMS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CISCO HAS SET ITS PRICES AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS), AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**CONTROLLING LAW, JURISDICTION.** IF YOU ACQUIRED, BY REFERENCE TO THE ADDRESS ON THE PURCHASE ORDER ACCEPTED BY THE APPROVED SOURCE, THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, OR THE CARIBBEAN, THE AGREEMENT AND WARRANTIES ("**WARRANTIES**") ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN CANADA, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE PROVINCE OF ONTARIO, CANADA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE COURTS OF THE PROVINCE OF ONTARIO SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA (EXCLUDING AUSTRALIA), UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF ENGLAND, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE ENGLISH COURTS SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IN ADDITION, IF THE AGREEMENT IS CONTROLLED BY THE LAWS OF ENGLAND, NO PERSON WHO IS NOT A PARTY TO THE AGREEMENT SHALL BE ENTITLED TO ENFORCE OR TAKE THE BENEFIT OF ANY OF ITS TERMS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999. IF YOU ACQUIRED THE SOFTWARE IN JAPAN, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF JAPAN, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE TOKYO DISTRICT COURT OF JAPAN SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN AUSTRALIA, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW SOUTH WALES, AUSTRALIA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF NEW SOUTH WALES SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES. IF YOU ACQUIRED THE SOFTWARE IN ANY OTHER COUNTRY, UNLESS EXPRESSLY PROHIBITED BY LOCAL LAW, THE AGREEMENT AND WARRANTIES ARE CONTROLLED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA, NOTWITHSTANDING ANY CONFLICTS OF LAW PROVISIONS; AND THE STATE AND FEDERAL COURTS OF CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY CLAIM ARISING UNDER THE AGREEMENT OR WARRANTIES.

FOR ALL COUNTRIES REFERRED TO ABOVE, THE PARTIES SPECIFICALLY DISCLAIM THE APPLICATION OF THE UN CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK INTERIM INJUNCTIVE RELIEF IN ANY COURT OF APPROPRIATE JURISDICTION WITH RESPECT TO ANY ALLEGED BREACH OF SUCH PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. IF ANY PORTION HEREOF IS FOUND TO BE VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THE AGREEMENT AND WARRANTIES SHALL REMAIN IN FULL FORCE AND EFFECT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE LICENSE OF THE SOFTWARE AND DOCUMENTATION AND SUPERSEDES ANY CONFLICTING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR ELSEWHERE, ALL

## **Att 6 to Schedule 11 - TCC Integrated Services: Telstra Unified Communications (TUC)**

Not Used