BUSINESS SERVICES AGREEMENT VARIATION

VARIATION AGREEMENT 6

YOUR DETAILS

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

OUR DETAILS

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

A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014, as varied (**Agreement**).

B. The parties agree that from the date this Variation Agreement is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variations, the Agreement will continue in full force and effect.

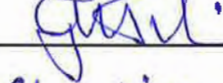C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.

AGREED BY YOU

Signed for you by your authorised representative:

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

AGREED BY US

Signed for us by our authorised representative:

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

The terms of the Agreement are varied as follows:

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

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

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

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

SERVICE DETAILS

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

SERVICE TERMS

1   SERVICE DESCRIPTION

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

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

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

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

2   ELIGIBILITY

TCC SERVICE

2.1   To be eligible for the TCC Service, you have to:

(a)   ensure that each of your sites is technically and physically ready for the TCC Service;

(b)   acquire the Access Services;

(c)   bring equipment, or rent or purchase it from us, which is accredited for use with the features you select; and

(d)   unless we agree in writing, make and maintain an initial commitment of at least 350 TCC Worker Type Packages.

2.2   If you don't do these things, we can't provide you with the TCC Service. In addition, there are other reasons why we may need to suspend or cancel your service during the Service Schedule Term, and these are set out in this Service Schedule.

IMMERSIVE VIDEO CONFERENCE ROOM

2.3   On request, we may agree to provide you with the Immersive Video Conference Room functionality on a stand-alone basis, without requiring you to take other elements of the TCC Service or to comply with the minimum commitment of TCC Worker Type Packages set out in clause 2.1 **(IVCR-Only Option)**.

2.4   To be eligible for the IVCR-Only Option, you have to:

(a)   have video-enabled devices at the locations where you would like the IVCR-Only Option to operate;

(b)   acquire a minimum of 20 Immersive Video Conference Room Shared Worker Type Packages; and

(c)   pay the monthly call control charge for video (as set out in Att 1 to Schedule 11),

2.5   If you don't do these things, we can't provide you with the IVCR-Only Option.

2.6   For the purposes of this Service Schedule, references to your TCC Service are a reference to the

IVCR-Only Option.

NETWORK READINESS

2.7   If you ask us to, we can provide a TCC Network Readiness Assessment which will assess the suitability of your network for a TCC Service and recommend any remedial action required. Details of the TCC Network Readiness Assessment you ordered are set out in Att 1 to Schedule 11.

2.8   You may order a TCC Service without ordering a TCC Network Readiness Assessment, in which case you are solely responsible for ensuring your networks are technically and physically ready for the TCC Service. If we reasonably determine that one or more of your networks is not ready for your TCC Service we will notify you. If you don't implement our recommendations to ensure your network is technically and physically ready for the TCC Service within the time we specify (or if none is specified, a reasonable time), we do not guarantee call quality and clauses 5.345.34 and 10.1310.13 will apply.

2.9   If we reasonably deem that your network or part of it is unsuitable for the TCC Service and you will not implement the changes that we recommend we may cancel the TCC Service either in whole or in part, in our discretion. If we cancel the TCC Service under this clause, you still have to pay for any other reasonable costs that we have incurred up to the date of cancellation.

ACCESS SERVICES

2.10   To be eligible for the:

(a)   TCC Service (other than the IVCR-Only Option), you have to take the following Access Services for the Service Schedule Term:

(i)   an eligible Telstra IP VPN data service, with sufficient bandwidth and class of service to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC Service; and

(ii)   an eligible Telstra voice service so that you pre-select us to provide your local, national, international and fixed-to-mobile voice services ,

(b)   IVCR-Only Option, you have to take the following Access Services for the Service Schedule Term:

(i)   an eligible Telstra IP VPN data service, with sufficient bandwidth and class of service to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC Service; and

(ii)   if you want to be able to make off-net calls from your video end points, an eligible Telstra voice service for those video end points (but you do not have to pre-select us to provide your other voice services).

2.11   We can provide you of details of appropriate Access Services on request.

2.12   If you don't comply with clause 2.10 for any reason (other than our material breach), the service you experience may be adversely affected and we may:

(a)   charge you for calls to our service desk which relate to service difficulties or poor performance that relate to insufficient bandwidth rather than the TCC Service;

(b)   terminate your TCC Service;

(c)   terminate any other Access Services still on foot; and

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

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

3   PRICING

3.1   The charges for the TCC Service are set out in Att 1 to Schedule 11 and in Att 3 to Schedule 11 (for Telstra Unified Communications). All charges set out in those attachments are GST exclusive unless otherwise stated and are subject to change during the Term if our vendor's charges increase (e.g. our vendor raises its handset prices). Additional terms relating to pricing may also be set out in those attachments.

3.2   The charges are based on the Service Schedule Term and the number of TCC Worker Type Packages you commit to having activated on the TCC platform. The number of committed TCC Worker Type Packages is set out in the table in Att 1 to Schedule 11.

3.3   You acknowledge that if you had not committed to activating the number of committed TCC Worker Type Packages in Att 1 to Schedule 11, we would have included higher charges for these Worker Type Packages. Therefore, if you have not activated at least 90% of the committed TCC Worker Type Packages set out in Att 1 to Schedule 11 within 6 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding list price (both set out in Att 1 to Schedule 11).

3.4   We won't increase the charges in Att 1 to Schedule 11 to the corresponding list price if we caused the delay in activating the TCC Worker Type Packages.

3.5   The TCC Worker Type Package pricing in Att 1 to Schedule 11 is applicable only to End Users who are based in Australia. End Users who are based in Australia may use the TCC Service overseas for short periods (for instance, an overseas trip), in our reasonable discretion. However, End Users based overseas are not eligible for Australian pricing. We will provide pricing for End Users based overseas on request.

4   TERM AND TERMINATION

TERM AND AUTOMATIC RENEWAL

4.1   This Service Schedule starts on the Service Start Date and continues for the Service Schedule Term unless terminated or renewed.

4.2   At the end of the Service Schedule Term, your TCC Service will continue on a quarter-by-quarter basis. If you wish to end your TCC Service effective at any time on or after the Service Schedule Term, you have to give us at least three months' prior written notice.

OUR TERMINATION RIGHTS

4.3   We may terminate your TCC Service if:

(a)   Cisco discontinues support for the Hosted Collaboration Service (HCS); or

(b)   Cisco no longer certifies us to provide the HCS product.

4.4   If we terminate your service under clause 4.3 we will provide you with at least 6 months' notice and will take reasonable steps to help you minimise any impacts to your business including proposing alternative solutions.

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

EARLY TERMINATION CHARGES

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

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

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

(c) Each TCC Worker Type Package:

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

where

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

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

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

(d) Call Control Charge for Video:

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

where

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

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

(e) TCC Add-ons: Intelligent Routing

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

(f) TCC Add-ons: Call Plans

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

where

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

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

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

(g) TCC Devices (Rental):

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

(h) TCC Repayment Option:

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

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

4.7   If you have activated at least 90% of the committed TCC Worker Type Packages set out in Att 1 to Schedule 11, the early termination charges for TCC Worker Type Packages set out in clause 4.6(a) do not apply to a cancellation in the 6 months immediately following the Service Start Date.

4.8   The early termination charges set out in clause 4.6 do not apply to a reduction in TCC Worker Type Packages expressly permitted under another clause of this Service Schedule.

4.9   The early termination charges set out in clause 4.6 are in addition to any charges that apply as a result of the early termination of your Additional Professional Services.

5   TCC WORKER TYPE PACKAGES

TYPES OF TCC WORKER TYPE PACKAGES

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

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

Notes:

a) Office Worker can be ordered with or without Voice Mail Box. When ordered without Voice Mail Box this will be set out in Att 1 to Schedule 11 as an Office Worker Lite worker type.

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

5.3   The TCC Worker Type Packages you have ordered and the pricing for which you are eligible are set out in Att 1 to Schedule 11.

5.4   The key UC features associated with each Worker Type Package are set out in the table below. A more detailed list of included and optional UC features associated with each Worker Type Package is available on request.

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

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

(a)   access to the range of UC capability that's available via the Cisco HCS applications hosted on the TCC Cloud Platform;

(b)   access to the UC features via approved TCC Devices connected to the TCC Cloud Platform;

(c)   where relevant, the ability to make calls to domestic and international phone numbers via the TCC Cloud Platform (but telephony usage charges are additional);

(d)   where relevant, the ability to make SIP URI calls;

(e)   TCC Service Management: Proactive Tier; and

(f)   Premium Availability.

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

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

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

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

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

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

(a) Upload changes to end user details

(b) Manage end user access to the end user portal

(c) Make non-billable changes to end users telephony features

COLLABORATION EDGE: SIP URI CALLING

5.11 We will provide all TCC worker types except Essential ordered as part of your TCC service with the capability to make and receive SIP URI calls via a shared instance of Cisco's Collaboration Edge infrastructure.

5.12 The shared infrastructure referred to in clause 5.11 allows eligible worker types to make 'on net' SIP URI calls to other eligible worker types plus make and receive 'off net' calls via the internet to other SIP URI enabled endpoints. There are no additional usage charges for these SIP URI calls.

5.13 The instance of Collaboration Edge supporting SIP URI dialling referred to in clause 5.11 is shared with other customers on the TCC Cloud Platform and has been designed to provide capacity to cater for typical calling patterns across our enterprise customers. We cannot guarantee that at all times there will be capacity available to complete your call. You can request a dedicated instance of Collaboration Edge with dedicated capacity for SIP URI calling but we will charge you additional charges for this.

5.14 SSL certificates are required to enable SIP URI dialling. We can provide these certificates with a Telstra provided domain name (e.g. @tcc.telstra.com). If you wish to use your own domain you will need to authorise Telstra to purchase SSL certificates on your behalf.

COLLABORATION EDGE: MOBILE WORKER

5.15 If you take a Mobile End User TCC Worker Type Package, you must also have an appropriate secure connection to the TCC Cloud Platform in place. There are 2 different options:

(a) Telstra Provided Collaboration Edge: all mobile workers under this option connect to the TCC Cloud Platform via a dedicated instance of Cisco's Collaboration Edge infrastructure (we manage this infrastructure as part of your Service Management Tier); and

(b) Customer Provided Firewall: you can utilise your own firewall assets provided it meets the security requirements to use the TCC Service.

5.16 You can only choose one option, not a combination of firewall solutions. Att 1 to Schedule 11 includes the details of the option you have chosen. There may be additional charges for configuration of the

Customer Provided Firewall option. We will inform you of these charges before we perform the work.

5.17 To take up the Telstra Provided Collaboration Edge option, you must initially order, and then maintain, a minimum of 200 Mobile End User Worker Types. There is no minimum order for the Customer Provided Firewall option.

PREMIUM AVAILABILITY

5.18 For your TCC Service, Telstra will provide and configure active redundancy between our data centres in Sydney and Melbourne for your Cisco applications managed in our cloud. The applications that will be managed in this way include:

    (a)   Cisco Unified Communications Manager

    (b)   Cisco Unified Presence Server

    (c)   Cisco Unity Unified Messaging

TELEPHONY

5.19 The TCC Service allows your End Users via a TCC Device associated with a TCC Worker Type Package to make calls to your other End Users on-net, and to public numbers off-net.

5.20 We treat calls made between your End Users as 'on net' and they do not attract additional call charges. All other calls are considered 'off-net' and are charged in accordance with the separate terms that apply to those calls.

5.21 We have set up your TCC Service connectivity for off-net calling to cater for the usage patterns of typical enterprise telephony users. We haven't designed it for telephony usage patterns found for users such as in inbound or outbound contact centres that have call queueing and/or large call handling times. You and your End Users must not use your Worker Type Packages in a contact centre-like way without a separate specific design and purchase of additional SIP Trunk Add-ons for your contact centre deployment. You can request us to do this at any time.

5.22 If you don't comply with clause 5.21 and use your TCC 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.

5.23 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 caller's location. This is done due to the nomadic nature of your service which allows users to make emergency calls from various locations or from a mobile device.

NUMBERING

5.24 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.

5.25 Subject to clause 5.26, 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.

5.26   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 5.25(b).

5.27   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.

5.28   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.

5.29   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.

5.30   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

5.31   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 5.32).

5.32   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.

(c)   If you want to port in telephone numbers from another provider to use with your TCC Service, the numbers must be ported in a single block or multiple blocks of 100 contiguous numbers. We don't accept ports in of blocks of fewer than 100 contiguous numbers for use with the TCC Service.

(d)   If you want to port in a block of fewer than 100 contiguous telephone numbers from another provider for use with your TCC Service, and before the port those numbers are used in connection with a rebilled or ported CustomNet service, the numbers must be ported in a single block or multiple blocks of 10 contiguous numbers.

(e)   We may require you to provide satisfactory authorisation before we let you port in telephone numbers to your TCC Service. We may also require further information from you, including information that proves your right to port the telephone numbers.

5.33   We don't charge you to use Local Number Portability to port in telephone numbers to your TCC Service from other providers. You should check with the other provider for any charges and terms that apply to porting of your number from that provider.

CALL QUALITY

5.34   You acknowledge that if you use your TCC Service via:

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

   (b)   a wireless access service,

   there may be temporary interruptions, packet loss, call disconnection, service degradation, decreased call quality or a loss of functionality. (For example, this may occur when mobile workers are calling via the Cisco Jabber Collaboration Client on their smart phone or information workers are remote calling from their laptop via a home broadband service.). We will use only best efforts to resolve any issues that arise due to these causes.

6   TCC WORKER TYPE CUSTOMISATION

TCC END USER CUSTOMISATION

6.1   You can ask us to customise your TCC End Users by adding optional features on top of the standard features incorporated into each TCC Worker Type Package. There may be additional charges for this work at initial deployment and when requested as a MAC. Any charges associated with your initial deployment will be set out in Att 1 to Schedule 11.

6.2   Optional End User features available for each worker type are set out in Att 2 to Schedule 11. The detail of the features that are available without charge as a MAC if ordered after initial deployment, are set out in Att 2 to Schedule 11. All others attract a MAC charge as set out in clause 10.

6.3   There is no change to the monthly TCC Worker Type charge as a result of End User Customisation.

TCC SOLUTION CUSTOMISATION

6.4   You can ask us to customise your total TCC Solution by adding optional features on top of the standard features already incorporated into the standard TCC Solution. There may be additional charges for this work at initial deployment and when requested as a MAC. Any charges associated with your initial deployment will be set out in Att 1 to Schedule 11.

6.5   Details on the optional TCC Solution Customisation features that are available without charge as a MAC are set out in Att 2 to Schedule 11. All others attract a MAC charge as set out in clause 10.

6.6   There is no change to the monthly TCC Worker Type charge as a result of TCC Solution Customisation.

7   TCC ADD-ONS

7.1   There are a number of optional Add-ons that you may choose to include in your TCC Service which are set out below. What you have ordered and the pricing of the Add-ons is included in Att 1 to Schedule 11.

7.2   Your Authorised Representative can deactivate TCC UC Add-ons. Each deactivation may incur a deactivation fee and/or early termination fee as set out in clause 10.

CISCO JABBER COLLABORATION CLIENT

7.3   You can choose the Cisco Jabber Collaboration Client as part of your TCC Service installed on an end user's desktop. It provides the following key features:

(a) IM and Presence: provides standard IM features such as One-to-One and Group Chat IM. It also provides a range of presence states ("Available," "Away," "Offline," "Do Not Disturb," and custom status);

(b) Rich UC Presence: integrate additional sources of presence including the telephony state of Cisco IP phone-enabled users ("On a call") or meeting status from Microsoft Exchange ("In a Meeting");

(c) Desk Phone Control: allows users who are configured for Cisco IP Telephony to also use their Cisco Jabber client to control their Cisco IP phone to make and answer calls;

(d) 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.

7.4   Any of your employees can subscribe to Cisco Jabber Collaboration Client add-on irrespective of whether they are linked to a Worker Type.

7.5   To take up the Cisco Jabber Collaboration Client, you must initially order, and then maintain, a minimum of 100 End Users using this TCC Add-on.

7.6   If you choose the Cisco Jabber Collaboration Client, you must install the necessary software on your End User devices.

INTELLIGENT ROUTING

7.7   You can choose from a number of options in the Intelligent Routing Add-on. These include:

(a) Attendant Console: 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.

(b) High availability: We will provide you with a single data centre design unless you choose the high availability option in which case we will provide a separate specific design and build for a redundant server.

(c) Installation and Training Services:

(i) Pro Bundle: Installation of applications plus onsite training and go live support. Includes after hours cut over support for up to 2 hours and testing for each site.

(ii) Lite Bundle: Web based training and web based go live support. Includes remote after hours cut over support and testing.

7.8   Intelligent Routing Add-on applications are based on ARC Premium Console software. Full product specifications are available on request.

7.9   We (or our authorised sub-contractors) will install the Intelligent Routing Add-on applications 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 depending upon the training package you have purchased

7.10 There will be additional charges if you require us to:

(a) perform installation and/or training services outside of the CBD areas of Sydney, Canberra, Melbourne, Brisbane and Perth;

(b) perform installations outside of business hours (9am – 5pm in those cities); or

(c) provide bespoke design documentation or directory imports.

7.11 During installation you must provide us with:

(a) safe access to your site to install the application;

(b) access to the personnel who are receiving training;

(c) a desktop PC with the appropriate specification (as advised by us), operating system and build (including antivirus) for installation of the application together with full administration rights for our installers; and

(d) access to end user directory data in the format we specify (and any changes that are required to the data or structure of the directory will be at your cost).

7.12 The management service includes:

(a) proactive monitoring of the application in our data centre and incident management of the application; and

(b) major and minor upgrades to the application to resolve faults and to retain currency of the application to the latest Telstra approved release of the Cisco HCS software on the TCC Cloud Platform.

7.13 Your Authorised Representative can deactivate TCC Attendant Console Add-ons. Each deactivation will incur a deactivation fee and/or early termination fee as set out in clause 10.

7.14 We will agree with you at what time the training for the Attendant Console will occur.

7.15 Unless otherwise agreed, we will provide the training on the same day, with back to back sessions, and it will comprise:

(a) a maximum of 3 End Users per session;

(b) two hours training per session; and

(c) a maximum of 4 hours training per day.

7.16 You may purchase additional training on request for an additional charge.

7.17 ARC supports integration into IPlanet (Netscape/Sun Microsystems), Active Directory (Microsoft), ESTOS, eDirectory (Novell), ADAM and CUCM. If integration into other directories is required we may charge you additional charges.

SIP TRUNKS

7.18 Your TCC service off-net calling capacity has been designed for the calling patterns of typical enterprise customers. If you require off-net calling capacity in excess of this standard design (e.g. you have TCC Worker Types who are contact centre agents) you can purchase additional SIP trunks for your TCC Service.

7.19 You must purchase SIP Trunks in multiples of 5 trunks.

CALL PLANS

7.20   Two TCC Complete Plans that allow a capped charge per month for your Worker Types are available:

TCC COMPLETE PLANS	INCLUDED CALLS	PRICE PER ACTIVE SERVICE PER MONTH (EXCL GST)
Complete Basic Plan	All local and national calls from your TCC Service.	$5.00
Complete Premium Plan	All local, national, and mobile calls in Australia from your TCC Service	$10.00

7.21   We will charge you for call types not included in your Plan at the usual rates applicable to your Fixed Voice Service.

7.22   To be eligible to receive the TCC Complete Plan:

(a)   you must continue to maintain an agreement with us for your TCC service and a minimum commitment as set out in clause 2.1 for the term of the Service Schedule ;

(b)   all Active Services on your TCC Service must be on the same Plan; and

(c)   you may make no more than 1,200 calls per month from any Active Service.

7.23   Customers acquiring TCC via the IVCR Only Option (see clause 2.3) are not eligible for the call plans.

7.24   An Active Service is a TCC Worker Type Package.

7.25   The TCC Complete Plan will apply to any Active Services connected after the commencement of your contract for a TCC Service.

7.26   If you cancel a TCC Complete Plan before the end of your term, the charges for your off-net calling will be the rates before the TCC Complete Plan was applied and early termination charges will apply. See clause 4.6(f) for details.

7.27   You may not change between different TCC Complete Plans during the Term.

7.28   If you materially breach any of your obligations relating to a TCC Service we provide you, in addition to any other rights we may have, we may cancel your TCC Complete Plan.

TELSTRA UNIFIED COMMUNICATIONS

7.29   TUC is a UC Telstra product based on Cisco UC technology. You can choose to buy Telstra Unified Communications (TUC) services integrated into your TCC Service.

7.30   The applications within TUC that are accredited to TCC are Cisco Unified Contact Centre Express 10.x.

7.31   The list of accredited TUC applications that can be integrated with TCC will change from time to time and we will provide it on request. Any changes to that list will be deemed to automatically amend clause 7.30.

7.32   The terms and conditions for this service are set out in the Telstra Unified Communications Solution section of Our Customer Terms found at http://www.telstra.com.au/customer-terms/business-government/other-voice-services/unified-comms-solutions/ .

7.33   The pricing and any additional terms and conditions for this service as it relates to your TCC Service is in Att 1 to Schedule 11.

VIRTUAL MEETING ROOM (VMR)

7.34   You can choose an optional VMR service as part of your TCC service. The VMR is a conferencing solution based on Cisco UC technology which enables End Users to host multiparty video and voice conferencing calls with other End Users on your network and with users outside your network.

7.35   The VMR packages you can choose from, the applicable TCC Worker Types and the applicable pricing models are set out in the table below:

VMR PACKAGE	APPLICABLE TCC WORKER TYPE	UPFRONT CHARGE	MONTHLY CHARGE
VMR8: supports up to 8 participants **VMR25**: supports up to 25 participants	Office, Information, Mobile, Meeting Room and Immersive Video Conference Room	YES	YES

7.36   The pricing for the VMR service and the number of VMR services you have ordered is set out in Att 1 to Schedule 11.

7.37   An End User must have compatible video equipment to participate in a video call using the VMR service. A list of compatible equipment can be provided on request.

7.38   Additional terms and conditions for this service as it relates to your TCC service is in Att 5 to Schedule 11.

7.39   We will design and activate the VMR services for you and provide you with a unique telephone number and security PIN which End Users can call and be connected to a video enabled conferencing bridge. Your VMR service is managed via a shared platform whereby multiple End Users can use the video bridging resources at any one time. The platform has been designed and is capacity managed to cater for typical calling patterns but we cannot guarantee that at all times there will be capacity available to complete your conference.

7.40   For calls made from another TCC Service within your organisation there will be no charge for these calls. For calls made to the bridge from outside your organisation call charges may apply.

7.41   Calls using the VMR service have a maximum duration of 300 minutes, after which they will be automatically disconnected. If your call is terminated there are no restrictions on when you can dial back and create a new VMR call.

8   TCC EQUIPMENT

TCC DEVICES

8.1   TCC Equipment comprises TCC Devices and TCC Additional Equipment.

8.2   To use the TCC Service, you have to use equipment accredited by Telstra for use with the TCC Worker Type Package(s) you've chosen ("TCC Devices").

8.3   The number and type of equipment that can be attached to the TCC Cloud Platform varies by TCC Worker Type Packages and are set out in the table below:

TCC WORKER TYPE PACKAGES	MAX NUMBER OF TCC DEVICES ALLOWED	SPECIFIC DEVICE RESTRICTIONS
Essential	1	Cisco 7821
Office	1	All Telstra accredited Cisco devices
Information	10	

Mobile	10	
Analogue & Basic	1	Telstra accredited Analogue packages (e.g. VG 2xx; ATA xx, Cisco 3905, Cisco 6901)
Meeting Room/ Shared Space	1	All Telstra accredited Cisco devices
Immersive Video Conference Room	1	Telstra accredited Video endpoint packages (e.g. EX/SX/MX range)

8.4   A list of the Telstra accredited Cisco TCC devices and detailed product specifications 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 set out 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 set out in the table below and the equipment you have purchased is set out in Att 1 to Schedule 11:

TCC ADDITIONAL EQUIPMENT CATEGORY	EQUIPMENT AVAILABLE
Headsets	Headsets that are compatible with the Cisco UC solution (e.g. Plantronics or Jabra headsets)
Cisco Accessories	Peripheral equipment to enhance Cisco Devices such as Expansion Modules, wall mount kits, power cords
Attendant Console	Specialised keyboard for use with your TCC Intelligent Routing Add-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 will 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.

BUY THE EQUIPMENT FROM US

8.12   The TCC Equipment that you have chosen to buy from us is set out in Att 1 to Schedule 11.

8.13   We will bill you for the purchased TCC Equipment at the time we place the order with the manufacturer.

8.14   Ownership of the TCC Equipment you buy from us only passes to you once you've paid us in full. Risk in the TCC Equipment passes from us to you on Delivery.

8.15   We will deliver any TCC Equipment that you purchase from us to your nominated address. We will try

to advise you of the delivery date in advance and try to align it to the expected date of deployment of your TCC Service. If there's a change in the original delivery date we will try to tell you. However, we don't promise that we will be able to meet any particular delivery date.

8.16   You acknowledge that:

(a)   you've examined the equipment before accepting delivery of the TCC Equipment and satisfied yourself as to its condition; and

(b)   you'll only use the TCC Equipment for internal business purposes.

8.17   We reserve the right to repossess the TCC Equipment or suspend your TCC Service (and reconnection fees may apply) if you don't pay the purchase price in full in accordance with this Service Schedule.

8.18   Without limiting any other rights at law, you may buy an extended warranty from us for your TCC Equipment. The benefit of that extended warranty includes that for any fault on covered TCC Equipment, shipment of a replacement will be initiated during the same Business Day (or the next Business Day if reported outside the hours of 9-5 on a Business Day), with next Business Day delivery. Full details are available from us on request. If you have purchased extended warranty from us this will be listed in Att 1 to Schedule 11.

RENT THE EQUIPMENT FROM US

8.19   You can choose to rent TCC Devices from us. The TCC Devices you have rented are set out in Att 1 to Schedule 11. You can't rent TCC Additional Equipment from us.

8.20   We will deliver any TCC Devices that you rent from us to your nominated address. We will try to advise you of the delivery date in advance and try to align it to the expected date of deployment of your TCC Service. If there's a change in the original delivery date we will try to tell you. However, we don't promise that we will be able to meet any particular delivery date.

8.21   For rented TCC Devices you have to:

(a)   make sure the rental equipment is kept in good order and repair;

(b)   not sell, dispose of or encumber the rental equipment; and

(c)   allow us (or our supplier) to inspect the rental equipment at any reasonable time.

8.22   We retain ownership of all rented TCC Devices. You have no right to alter equipment you rent from us without our written permission.

8.23   We may charge you an additional charge if you make modifications to the rented TCC Devices without our written consent and the modifications reduce the equipment's use or value of the equipment. This charge will reflect our costs in remedying the modifications you made or the reduction in value of the equipment.

8.24   If you remove a part of the rented TCC Devices, then you have to replace the removed part with a part of equal or better quality at your cost. Any part of the rental equipment that you replace forms part of 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 will 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 Telstra for use with the TCC Worker Type Package(s) you've chosen.

8.31   The list of accredited devices will change over time. 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

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))

(d)   on-site firewalls: if applicable, information on your firewalls to be used for Mobile TCC Worker Type Packages;

(e)   TCC Devices: if applicable, details on the Cisco devices that are planned to be used as part of your TCC Service; and

(f)   Network services: DHCP, DNS, NTP,

and any other information we reasonably request.

9.3   We will undertake a review of the data you provide and give you recommendations about what will be required to ensure your network is ready for your TCC Service. These recommendations will assist you to ensure you have:

   (a)   a properly configured LAN (with POE & CAT5 cabling to work with 802.1P, 802.3Q and 802.3AF standards);

   (b)   data infrastructure that supports, and has been configured for, Quality of Service standards for voice and video communications;

   (c)   sufficient bandwidth between sites and the Telstra data centre to enable high-quality voice and video communications; and

   (d)   sufficient space on your premises for the TCC Devices you have nominated.

9.4   A TCC Network Readiness Assessment is recommended to ensure network readiness. We may insist on a TCC Site Readiness Assessment if we find a site is not ready for your TCC Service.

TCC INSTALLATION SERVICES

9.5   We will perform all TCC Installation Services. The relevant charges are set out in Att 1 to Schedule 11.

9.6   The TCC Installation Services will include:

   (a)   designing, configuring and activating in our infrastructure, where relevant, the following elements of your TCC Service:

      (i)   TCC End User Worker Type Packages;

      (ii)   TCC Shared Worker Type Packages;

      (iii) TCC End User Customisation;

      (iv)   TCC Solution Customisation;

      (v)   TCC UC Add-ons; and

      (vi)   TCC Service Management Add-ons;

   (b)   connecting your TCC Service to your Access Services;

   (c)   installing TCC Devices and activating them to ensure that each TCC Device is connected to the correct End User profile. Please note that for the more complex video enable endpoints Telstra will:

      (i)   install desk based video endpoints (EX60, EX90) on a workstation table and connect to existing suitable LAN cable socket and 240V power at the workstation; and

      (ii)   install room based video endpoints (e.g. MX range) 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 reasonable 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. 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 and accommodation costs are not included in TCC Installation Services, and you must pay our additional costs in travelling to those areas and accommodating our representatives. We will let you know if your sites are Regional/Remote Sites.

9.11   Unless otherwise agreed, TCC Installation Services do not include:

(a)   installing cabling between equipment within your Communications Room;

(b)   installation of analogue devices associated with the Analogue & Basic Worker Type (e.g. installing fax machine into a TCC Device);

(c)   supplying any patching cables between the wall port and PC (we will provide a standard size CAT5 cable for use between the phone and the PC);

(d)   supplying or installing power, general purpose outlets or any UPS or battery backup unit;

(e)   providing any rack (rack unit), environment requirements or supporting structure to house the equipment;

(f)   supplying or installing any cabling frames including but not limited to Main Distribution Frame (MDF), Test Point Frame (TPF), Intermediate or Distribution Frames (IDF);

(g)   any horizontal or vertical (distribution) cabling;

(h)   re-design, upgrade and/or reconfiguration of existing LAN/WAN hardware;

(i)   design of your data networks;

(j)   any network rationalisation, upgrade or conditioning;

(k)   any system administration training unless specified;

(l)   any configuration or integration activity of your existing equipment, software or applications;

(m)   integration into third party applications;

(n)   integration of your TCC Service into your existing PBX during transition;

(o)   loading any software clients that form part of your TCC Service onto your devices (e.g. Jabber Client on PC);

(p)   any building works including electrical, air conditioning and any other environmental works required for provision of your TCC Service;

(q)   time to attend any induction training, site training or similar training that you may be require us to complete before undertaking deployment of your TCC Service;

(r)   decommissioning of old equipment; or

(s)   Specialised video conferencing features such as special audio microphones, screen mounting, room décor, cabling, lighting control, electronic blinds etc. Telstra is able to provide service on request.

9.12   We may agree to provide additional installation services, and if we do, they will be Additional Professional Services as set out in Att 1 to Schedule 11.

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

(a)   provide a project manager (or agreed level of support) to assist with the installation of your 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 corporate 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, configure and troubleshoot any software bought from us onto your existing equipment including but not limited to any personal computers (PC), servers and mobile phones, PDAs or smart phones;

(i)   load, install, configure and troubleshoot the TCC Devices that you have provided and not acquired from us (e.g. on-premises voice gateways will often require configuration to work with the TCC Cloud Platform);

(j)   provide a suitable LAN platform that preferably supports POE for handsets and must support Quality of Service (QoS) for IP Telephony;

(k)   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;

(l)   provide a suitable cable and termination for analogue gateways (such as a RJ-21 interface for a VG-224); and

(m)   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 will 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 set out 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.

9.18   You have to provide us with access to a suitable training facility for the number of people to be trained.

END USER TRAINING – HANDSET

9.19   End Users are trained on the main features of their handset and how to get the most out of the features of the TCC Service.

9.20   Training is conducted in training rooms for a small group of people each with access to a deployed IP phone within the training environment. You have to provide the LAN network infrastructure to ensure the phones are working. If training on the PC or mobile client is to be included in the solution, then the

facilities must include a PC/laptop or mobile device for each trainee and a data projector for the trainer's use.

9.21   Unless otherwise agreed, this training includes:

(a)   up to 10 users per session;

(b)   75 minutes per session; and

(c)   5 sessions per day per trainer.

9.22   The training includes the provision of user guides tailored to each type of handset and advice about our service desk as a source of additional assistance.

TRAIN THE TRAINER

9.23   Train the trainer training can provide you with the opportunity to develop a self-sustaining training approach and TCC competency base in house. Under this option, a number of onsite resources can be selected as TCC experts, responsible for continued in house training and familiarisation of new staff, contractors and third party resources.

9.24   Training is conducted in training rooms for a small group of people each with access to a deployed IP phone in the training room. You must provide the LAN network infrastructure to ensure the phones are operating. If training on the PC or mobile client is included, then the facilities must include a PC/laptop or mobile device for each trainee and a data projector for the trainer's use.

9.25   Train the Trainer training is conducted for up to 8 persons per session and, unless otherwise agreed, and will consist of a 1 day course per trainer.

10   TCC SERVICE MANAGEMENT

10.1   We offer two service tiers with the TCC Service, Proactive and Proactive Plus. A summary of the key features offered in each service tier is set out in the table below. These are detailed further in the 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	√	√
SERVICE IMPROVEMENT & REPORTING	Incident Management Performance Report	√	√
	Service Desk Performance Report	√	√
	Voice Performance Report	√	√
	Registered Device Report	√	√
	Stewardship reports	X	√

10.2   The Proactive service tier is included in the standard TCC Worker Type Package price. Proactive Plus is available at an additional monthly charge on top of the standard charge for each Worker Type.

10.3   The charges for your Proactive Plus service tier, if applicable, are set out in Att 1 to Schedule 11.

SERVICE DESK

10.4   The service desk is a single point of contact for End User support, incident and service request management in relation to your TCC Service. For each incident you raise, alarm detected via the Proactive service tier monitoring, or service request you submit, the service desk will:

(a)   provide job reference numbers to the person who logged the fault or request, or to the Authorised Representative in the event of a fault detected via our proactive management;

(b)   make an initial assessment of each incident and service request, attempt to resolve the incident or satisfy the service request if appropriate, or refer it to the next level of support;

(c)   provide updates on incidents and service requests to the person who logged the fault or request;

(d)   maintain a list of your Authorised Representatives who can contact the service desk on your behalf for billable MACs; and

(e)   close incidents or service requests after confirming that the person who logged the call or the Authorised Representative (as the case may be) is satisfied that the incident has been resolved or that the service request has been completed.

10.5   We will provide you with the following details to contact the service desk:

(a)   a shared 1800 telephone number;

(b)   an email address; and

(c)   access for Authorised Representatives to the TCC web portal.

10.6   The service desk is a single point of contact for the initial triage and diagnostics of all elements of the TCC Service. The service desk is available 24 hours a day, 7 days a week with limited support after hours for incident reporting; service request is only supported during business hours. Core business hours are Monday to Friday (excluding national public holidays) from 8:00am to 8:00pm AEST (Business Days).

10.7   We will use reasonable endeavours to meet the service level targets set out in the table below:

SERVICE LEVELS	PROACTIVE	PROACTIVE PLUS
Grade of Service	80% of calls in 20 seconds	85% of calls in 20 seconds
Call Abandonment Rate	≤ 5%	≤ 3%

INCIDENT MANAGEMENT

10.8   We will monitor your TCC Service continuously. The inclusions and exclusions for Proactive Monitoring are set out in the table below:

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

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

(a) originate a trouble ticket;

(b) investigate the incident or alarm; and

(c) assign a priority level.

10.10 The priority levels we apply to incidents that are included in proactive assurance (detailed in clause 10.8) are set out below:

PRIORITY LEVEL	DEFINITION
Priority 1 Critical Incident Extensive Widespread Outage	An incident or situation is causing a total major service outage, or you are in serious breach of a regulatory or licensing condition, for example: • your business operations cannot function through significant widespread loss of your TCC service; • the incident is affecting your business's ability to function; • regulatory or licensing conditions have been compromised; or • security or community health have been compromised.
Priority 2 High Impact Significant User Impact	An incident or situation where: • TCC Services are severely affected, to the extent that normal business operations have been compromised; • there is a severe impact on the TCC Services, but other services are functional. In essence this is a multi-point impact; or • regulatory or licensing conditions are likely to be compromised.
Priority 3 Medium Impact Moderate User Impact	The incident or situation is confined to one or a small number of End Users which is having an effect on normal business operations, and business deliverables are at risk of being compromised.
Priority 4 Low Impact Minor Localised User Impact	The incident or situation affects or degrades the TCC Service, but your normal business operations can continue. A service request or enquiry.

10.11 Once we have assigned a severity level, we will use reasonable endeavours to meet the service level targets set out in the table below:

PRIORITY LEVEL	PROACTIVE			PROACTIVE PLUS		
	Response	Restore	Report	Response	Restore	Report
Priority 1	4 hours	24 hours	1 hour	10 minutes	4 hours	1 hour

Priority 2	8 hours	2 Business Days	3 hours	30 minutes	1 Business Day	3 hours
Priority 3	36 hours	3 Business Days	Best efforts	60 minutes	2 Business Days	Best efforts
Priority 4	Best efforts	5 Business Days	Best efforts	Best efforts	4 Business Days	Best efforts

10.12   If we decide we need to come on-site to resolve an incident, the target restoration times described in the table above will only apply to incidents relating to your Metropolitan Sites. If we need to visit a Regional/Remote Site we will tell you our target restoration time at the time of the incident. We will advise you if a site is a Regional/Remote Site.

10.13   Incidents relating to call quality when the End User is on an access network not optimised for voice and video communications (see clause 5.34) will be managed on a best efforts basis.

10.14   We will manage and seek to resolve incidents related to the Cisco Jabber client in line with the service levels defined in this section but this support will not extend to the device that the client is installed on (e.g. smart phone, laptop).

10.15   If you have purchased TCC Devices with extend warranty or have rented TCC Devices from us, hardware faults with your handsets will be managed in line with the extended warranty set out in clause 8.18. Any hardware faults with TCC Devices you supply are your responsibility. Provided there is vendor support, we will remotely update software to TCC Devices to resolve faults if required.

10.16   If you have a TCC Device that has an Android operating system, our support and troubleshooting only extends to the Cisco telephony functions of these devices.

10.17   We may schedule maintenance outages and change management windows which may cause temporary loss of some or all functions of your TCC Service, or disable our Proactive Monitoring capability.

10.18   We will schedule maintenance outages wherever possible outside our standard business hours of 8am to 6pm Australian Eastern Standard Time, Monday to Friday (excluding public holidays). These outages may affect the operation of your solution or network and/or our ability to monitor your network and detect network issues during the outage.

10.19   You can ask for information about scheduled maintenance outages from our Service Desk.

RELEASE MANAGEMENT

10.20   We will perform all TCC release management services, for both our TCC Cloud Platform and your individual TCC Service.

10.21   The following release management elements are included in the Standard Worker Types:

(a)   upgrading TCC Cloud 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 will use reasonable efforts to work with you to schedule any updates to your TCC Service to minimise disruption. The standard hours for performing upgrades are set out below. We may agree

with you that we will 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 Cloud 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 set out 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 will charge you an additional amount based on our then-current standard labour rates. We will 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 will 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 will provide as much notice as reasonably possible of any upgrades, and will use reasonable endeavours to minimise disruptions to your TCC Service.

10.28   We can only provide the TCC Service if you maintain your on-premises 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:

(a)   any site visits required to deploy new versions of your TCC Service (unless related to a service fault);

(b)   any upgrades or testing required for integration of new releases into third party applications or equipment; and

(c)   deployment of any soft clients to PC or mobile devices.

MOVES, ADDS AND CHANGES (MACS)

10.31 End Users and your Authorised Representative can ask us to install, move, add, change, remove, upgrade, delete, reconfigure and/or relocate your relevant TCC Service elements (**MACs**) by contacting our service desk.

10.32 On receipt of a MAC request our service desk will:

    (a)   complete your MAC request if possible;

    (b)   quote your MAC costs if applicable;

    (c)   liaise with our other service areas;

    (d)   liaise with our technical areas, as needed;

    (e)   track progress of your request;

    (f)   confirm completion and close of your request; and

    (g)   update your records following completion of your request.

10.33 The types of MACs we perform are set out below:

MAC TYPE	DESCRIPTION	EXAMPLE
Soft Simple	Changes an End User's existing telephony features	Change call forward or auto answer settings
Soft Complex	Changes for a group of End Users or changes that will be applied solution-wide	Set up hunt group; change from office to information worker type packages
Hard Complex	Soft complex changes that also require new hardware and/or a site visit from us	Order new worker types with rental handsets
Professional Service	Ad hoc requests that require professional services from us	Move handsets from one floor to another
Projects	Change requests that are similar in nature to the initial order and require complex design and deployment	Add a new site

10.34 Subject to clauses 10.34 and 10.35, the prices for MACs as at the Service Start Date are set out below:

MAC TYPE	UPFRONT CHARGE	ON-GOING CHARGE
Soft Simple	• No Charge	• No Charge
Soft Complex		
Upgrade Worker Type package	• Activation Fee	• Worker Type Package Fee
Deactivate Worker Type Package	• Deactivation Fee or Early Termination Fee	• No Charge

Activate TCC Add-on	• Activation Fee	• As per TCC Add-on charges
Deactivate TCC Add-on	• Deactivation Fee or Early Termination Fee	• No Charge
TCC End User Customisation	• End User Customisation Fee	• No Charge
TCC Solution Customisation	• Solution Customisation Fee	• No Charge
Hard Complex		
Order new Worker Type Package with BYO TCC Device	• Activation and BYO Device Fee	• Worker Type Package Fee
Order & activate new TCC Device for existing Worker Type	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	
Order & activate new TCC Worker Type and Device	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	• Worker Type Package
Deactivate TCC Device Rental or TCC Repayment	• Early Termination Fee	• No Charge
New TCC Additional Equipment	• TCC Additional Equipment Charge	• No Charge
On-site visit / additional labour Charge	• Quoted as required as per Telstra rate card	• No Charge
Professional Services		
Move 'X' number of handsets	• Price on application	• Not applicable
End User &/or Train the Trainer Training	• Standard Training Packages Charge	• Not applicable
	• Regional/ Remote	

	Sites Surcharge (if applicable)	
Site Readiness Assessment	• Standard Site Readiness Assessment Charge	• Not applicable
	• Regional/ Remote Sites Surcharge (if applicable)	
Other services (e.g. Business Consultancy)	• Price on application	• Not applicable
Projects	• Price on application	• Price on application

10.35   The standard pricing for MAC is set out below :

CHARGE TYPE	PRICE (EXCL GST)	NOTES
Activation Fee	$50/ Worker Type	
Deactivation Fee – Worker Type	$50/ Worker Type up to a maximum of $500 per order	See Clause 5.6 for details of deactivation fee and early termination charges
Deactivation Fee – TCC UC Add-on	$50/ TCC Add-on up to a maximum of $500 per order	Deactivation of Intelligent Routing is subject to early termination charges, as set out in clause 4.6(e)
Early Termination Charge – Worker Types	See Clause 4.6	
Early Termination Charge – TCC Add-ons	See Clause 4.6	
End User Customisation Fee	$30/ user for each application feature to a maximum of $3000 per order	
Solution Customisation Fee	$3000 per application feature, or price on application for certain features	See Att 1 to Schedule 11 for those features which are priced on application
Worker Type Package Fee	Worker Type Pricing in Att 1 to Schedule 11	Pricing is subject to change as set out in clause
BYO Device Charge	$20/ Worker Type	
TCC Device Charge	As per current TCC Equipment price list.	See Clause 10.36

TCC Rental Fee	As per current TCC Equipment price list	See Clause 10.36
TCC Additional Equipment Charge	As per current TCC Equipment price list	See Clause 10.36
End User Training (Handset, Administrator Portal and Intelligent Routing)	$1600 /day	See Clauses 9.19 to 9.22 for details
Train the Trainer	$1600 /day	See Clauses 9.23 to 9.25 for details
Site Readiness Assessment	$2000 /site	See Clauses 9.1 to 9.4 for details
Regional / Remote Site Surcharge	$600 /day	
Price on Application	For MAC types marked Price on Application Telstra provide a quote to meet your specific requirements	

10.36   We may change the prices for the TCC Equipment ordered through MACs during the Service Schedule Term if there are changes in the prices manufacturers charge us, changes in the specific models of TCC Equipment we offer, and depending on the volume of TCC Equipment you order. We will tell you about any changes to the prices for TCC Equipment ordered through MACs at the time you request a MAC.

10.37   The prices for the Worker Type Packages ordered through MACs as at the Service Start Date are set out in Att 1 to Schedule 11. We may change those prices from time to time if our third party suppliers change their prices for the Worker Type Packages (including by withdrawing any promotional pricing). We tell you about any changes to the Worker Type Package pricing at the time you request a MAC.

10.38   The other MAC pricing set out 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

10.39   current amount; and C =is the Consumer Price Index for All Groups.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 will tell you at the time you request your MAC project if this clause applies and we will 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 via the Telstra.com portal:

REPORT	PROACTIVE	PROACTIVE PLUS
Service Level Report: report outlining Telstra's performance against the service level targets (e.g. response and restore times)	√	√
Voice Quality: report available from time to time on request outlining the quality of voice calling for the customer including MOS scores, jitter & packet loss	√	√
Call Performance: report outlining details on calling across your service (e.g. call failure rate, calls attempted, calls completed, etc.)	√	√
Alarm Report: report outlining the alarms raised on your service via our proactive monitoring	√	√
Registered Devices: report outlining the endpoints (e.g. IP Phones, gateways) registered against your service	√	√
Stewardship Report: An annual report that contains: • Year in review (summary of the year which includes business review, service impact assessment, service subscribed, service usage) • Avoidance Report (identify potential issue that can be avoided e.g. bandwidth saturation) • Service Impact Assessment (assess performance, availability and its impact) • Service description (services undertaken as an offering, e.g. L1 Service helpdesk call volumes and time to respond and resolve issues) • End of life equipment	X	√

11   TCC REPAYMENT OPTION

11.1   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)   MAC projects (but not Soft Complex MACs or Hard Complex MACs); and

(c)   TCC Professional Services.

11.2   The elements of your TCC Service that we have approved for the TCC Repayment Option, including your monthly repayments, are set out in Att 1 to Schedule 11.

11.3   You acknowledge and agree that, if you apply for the TCC Repayment Option, we will perform investigations of your credit worthiness.

11.4   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.

12   WARRANTIES

AUSTRALIAN CONSUMER LAW

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

12.2   The remainder of this clause does not limit your rights under clause 12.1.

12.3   Your use of the TCC Service is subject to the Express Warranty Terms set out in Att 2 to Schedule 11.

12.4   If you buy or rent from us any TCC Equipment, we will ensure you receive the benefit of the applicable manufacturer's express warranty (if any).

13   PERSONAL PROPERTY SECURITIES ACT

DEFINITIONS

13.1   In this clause 13, proceeds, security interest, purchase money security interest, financing statement and financing change statement have the respective meanings given to those terms by the PPSA.

13.2   You and we intend the retention of title arrangements in this agreement to secure the purchase price of the equipment you buy or rent from us. It may create a purchase money security interest in the equipment, and may also create a security interest in the equipment that is not a purchase money security interest.

13.3   Once you take possession of the equipment, you have to store it separately from other goods you own or rent, so that our equipment is not mixed with those other goods, and in such a way that the equipment is recognisable as our property.

13.4   You must not sell, lease, or otherwise dispose of the equipment you rent or buy from us, unless title has passed to you in full and you no longer need the equipment to use the Services.

13.5   While the equipment is our property, you are not allowed to grant or allow another person to hold a security interest in the equipment, the proceeds of sale of the equipment, or any goods the equipment is installed in or affixed to.

13.6   You must pay all costs, expenses and other charges we incur or have to pay for filing a financing statement or financing change statement on the Personal Property Securities Register in connection

with this agreement.

13.7 If you breach any of these obligations then in addition to any other rights we have, we may:

(a) require you to return the equipment on which there are outstanding amounts owing;

(b) enter premises where the equipment may be located to take possession of it; and

(c) retain, sell or otherwise dispose of the equipment.

13.8 You agree that, to the extent permitted under the PPSA, you have no right:

(a) to receive notice of removal of an accession under the PPSA;

(b) under Chapter 4 of the PPSA; or

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

13.9 You must unconditionally ratify any actions we take under this clause 13.

CONFIDENTIALITY

13.10 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.

13.11 We both have to keep the PPSA Information in the strictest confidence and not disclose that information.

13.12 Neither of us may request PPSA Information or authorise disclosure of the PPSA Information, except as set out below.

13.13 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.

14   SOFTWARE LICENCE TERMS

14.1 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 and those set out in the Cisco End User Licence Agreement in Att 6 to Schedule 11.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

15 CONTENT AND PRIVACY

15.1 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.

15.2 Telstra will maintain a data security policy that is certified (or working towards certification) with the ISO27001 standards for our data centres in Sydney and Melbourne. Telstra will take all steps that are reasonable in the circumstances to ensure that your data to which me may have access in the course of us providing the TCC Service is protected against accidental loss, destruction or alteration; unauthorised disclosure or access; or unlawful destruction. Subject to clause 15.3 below:

(a) In order to provide the TCC Service, you allow us to disclose Personal Information we collect from you and your users to third parties such as our suppliers, contractors and third party service providers (or their suppliers); and

(b) In some instances this will involve the transfer of such Personal Information to a country outside of Australia and you consent to this transfer, storage and use of personal information outside of Australia

15.3 We will:

(a) Comply with all Privacy Laws in relation to any Personal Information that we collect, use or disclose under this Service Schedule;

(b) Use the Personal Information only for the purposes of performing our obligations under this Service Schedule;

(c) Not do anything or omit to do anything with Personal Information that will cause you to breach any Privacy Laws;

(d) Take all steps that are reasonable in the circumstances to ensure that the Personal Information is protected against any misuse, loss, unauthorised access, modification or disclosure;

(e) Without limiting sub-clauses (a) to (d) above, use best endeavours to ensure that none of our sub-contractors who have access to any of your Personal Information use, disclose or retain such Personal Information except to the extent necessary to perform the services we have engaged them to provide; and

(f) Notify you as soon as practicable:

(i) Of any significant breach of this clause 17.3 in respect of Personal Information held by us: or

(ii) Where any Personal Information held by us is lost or subjected to any unauthorised access, use, modification, disclosure or other misuse.

15.4 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such

personal information in accordance with the Telstra Privacy Statement (at http://telstra.com.au/privacy/privacy-statement.index.htm) and these special additional privacy terms.

15.5 We acknowledge that from time to time you may be required to, or may wish to, audit the extent to which we are complying with any agreed security standards with respect to our provision of the TCC Service to you. Subject to you paying our reasonable expenses, and as long as there is no risk to, or detrimental impact upon, our security, privacy, OH&S or confidentiality requirements or any of our customers (including you), you may have your internal auditor, or an independent external auditor who is not our competitor, audit our performance in providing the TCC Service to you in accordance with the agreed standards.

15.6 On receiving reasonable notice from you of a request to audit, we will:

(a) Permit the auditor access, including pre-arranged on-site inspection of the TCC Service performed by us;

(b) Provide information requested by the auditor, acting reasonably, considered necessary in order to satisfy themselves of our compliance with the applicable standards; 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.

15.7 We may have our internal auditor or other representative(s) present at an audit.

15.8 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).

15.9 You may request no more than one audit per calendar year.

15.10 We acknowledge and agree that, subject to you paying our reasonable expenses, representatives or 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.

15.11 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 15.10 above..

15.12 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information in accordance with the Telstra Privacy Statement (at http://www.telstra.com.au/privacy/privacy-statement/index.htm) and these special additional privacy

terms.

16 DEFINITIONS

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

Access Services has the meaning given in clause 2.10.

Additional Professional Services means the relevant services set out in Att 1 to Schedule 11.

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 9.19 to 9.22.

MAC has the meaning given in clause 10.31.

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).

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

(a) whether the information or opinion is true or not; and

(b) whether the information or opinion is recorded in a material form or not

and sensitive information, as defined in the applicable Privacy Laws.

Privacy Laws means the Privacy Act 1988 (Cth), the Telecommunications Act 1997 (Cth) and any other legislation and binding industry codes relating to the handling of Personal Information.

Regulatory Body means any government body with jurisdiction over you or us.

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

Service Management Tier means the service tier you have chosen, either Proactive or Proactive Plus, as further described in clause 10.

Site Schedule means Att 1 to Schedule 11.

TCC Additional Equipment has the meaning given in clause 8.8.

TCC Add-ons means the add-ons described in clause 7.

TCC Cloud Platform means the platform that we use to provide the TCC Services.

TCC Devices has the meaning given in clause 8.2.

TCC Equipment has the meaning given in clause 8.1.

TCC Professional Services means the services described in clause 9.

TCC Repayment Option has the meaning given in clause 11.

TCC Service Management means the management services described in clause 10.

TCC Worker Type Packages means the packages described in clause 5.1.

TCC Worker Type Customisation means the customisation of the TCC Worker Type Packages contemplated in clause 6.

Train the Trainer Training means the training described in clauses 9.23 to 9.25.

UC means unified communications.

Att 1 to Schedule 11 – Site Schedule

1   SITE SCHEDULE

1.1   The charges for the TCC Service are set out in this Att 1 to Schedule 11. All charges set out in this Att 1 to Schedule 11 are GST exclusive unless otherwise stated.

INSTANCE 1 – PEOPLE'S CHOICE CREDIT UNION

PRICING IN DETAIL		Unit	Unit price per month $GST excl	Per Month $ GST excl
End User Worker Types:	Office Worker	590	19.74	11,646.60
	Information Worker	291	21.62	6,291.42
	Mobile Worker (Telstra Provided Cloud Firewall)	300	31.02	9,306.00
Shared Space Worker Types:	Immersive Video Room	5	88.36	441.80
End user customisation:	Hunt Groups	125		96.58
Solution customisation	Meet-me Conferencing	Yes		96.58
	Class of Service customisation	No		-
	Extension Mobility Cross Cluster	No		-
	Additional Multi-party Audio conferencing resources	No		-

PRICING IN DETAIL		Unit	Unit price per month $GST excl	Per Month $ GST excl
	Cloud-based Multi-party Audio Conferencing Customisation	Yes		96.58
	Hybrid Redundancy – Cloud Configuration	No		-
	SIP Trunk integration/configuration in cloud	Yes		96.58
	Solution Based Time of Day routing	No		-
	Webex	Yes		-
	Speech Auto Attendant	Yes		96.58
UC Clip Ons	Administrator Portal	1	-	-
	VMR (up to 8 attendees)	32	27.26	872.32
	VMR (up to 25 attendees)	15	50.26	753.90
	Cisco Jabber Collaboration Cisco Client	429	1.00	429.00
	WebEx	47	39.00	1,833.00
Devices:	Cisco Unified Phone 7841 Phantom Grey, Standard Handset	175	6.93	1,212.75
	Cisco Unified Phone 8945 Phantom Grey, Standard Handset	95	9.82	932.90
	Cisco UC Conference Phone 8831 (Base, Controller, Additional Wired Microphone)	18	39.99	719.82

PRICING IN DETAIL		Unit	Unit price per month $GST excl	Per Month $ GST excl
	Cisco Unified Wireless IP Phone 7925g, Phantom Grey, Wireless Handset	44	18.40	809.60
Installation:	Device installation	314	1.61	505.54
	BYO Device Activation	290	0.64	185.60
	Meeting Room Installation	18	2.58	46.44
	Worker Type Activation	1186	1.61	1,909.46
	Regional/Remote Surcharge	8	19.32	154.56
Training:	End User Training	4	51.51	206.04
	Train the Trainer	32	51.51	1,648.32
	Proactive Plus	1186	1.00	1,186.00
			Total:	41,573.97

Notes:

1. Any telephony usage will be charged in addition to the pricing above

2. All prices are GST exclusive.

TECHNOLOGY INCENTIVE FUND (TCC) – INSTANCE 1

(a)   Within 30 days of the date on which Variation Agreement 1 is signed by the last party. We will create a Telstra Cloud Collaboration – Cisco Powered (TCC) Technology Incentive Fund (TCC TIF) account for you. We will credit this account with a once-off migration rebate for the following TCC Worker Type Packages that you activate and keep activated on the TCC Service for the Service Schedule Term. These amounts will be credited to your TCC TIF account after complete deployment of all TCC Worker Type Packages in accordance with this Att 1 to Schedule 11:

End Users eligible for TCC rebate	Number of TCC Worker Type Packages	TCC rebate (per TCC Worker Type Package)	Total rebate
Existing End Users connected to Avaya, Nortel and NEC PABX systems	250	$80 (inc GST)	$20,000 (inc GST)
End User on existing Cisco Call Manager Express license with BYOD handsets	936	$100 (inc GST)	$93,600 (inc GST)

(b)   You may only use the TCC TIF to purchase eligible TCC related hardware or installation services. Your TCC TIF account is not transferable or redeemable as cash and cannot be used to pay any existing service or equipment charges. The above rebate is not available with any other one-off or non-standard Telstra offers unless we advise you otherwise. We will reduce the credit in your TCC TIF account by the full GST inclusive retail list price of the purchased Telstra product or service redeemed by you.

(c)   We may suspend or close your TCC TIF account at any time by notice to you:

(i)   If you do not pay any undisputed amounts due to us on time

(ii)   If you do not achieve any minimum commitments or Spend conditions set 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.

INSTANCE 2 – DATA ACTION

PRICING SUMMARY		Per Month $ GST excl	Upfront Price $GST excl
TCC Worker Type Packages:	End User Worker Types	$3,174.00	$
	Shared Space Worker Types	$544.00	$
TCC Customisation:	End User	$	$
	Solution	$	$3,000.00
TCC Clip-ons:	UC Clip-ons	$	$
	WebEx Clip-on	$	$
	Service Management	$	$
TCC Equipment:	Devices	$	$
	Additional Equipment	$	$
TCC Professional Services:	Site Readiness Assessment	$	$
	Installation Services	$	$12,040.00
	Training	$	$
TCC Service Management:	Proactive Plus	$	$

TCC Integrated Services	WebEx & Audio Conferencing	$	$
	Video Meeting Rooms	$	$
	TOTAL:	$3,718.00	$15,040.00

PRICING IN DETAIL		UNIT	LIST UNIT PRICE PER MONTH ($)	APPROVED UNIT PRICE PER MONTH ($)	APPROVED UNIT PRICE UPFRONT ($)	PER MONTH $ GST EXCL	UPFRONT PRICE $GST EXCL
END USER WORKER TYPES	ESSENTIAL WORKER	0	$17.00	$17.00	$	$	$
	OFFICE WORKER	0	$21.00	$21.00	$	$	$
	INFORMATION WORKER	138	$23.00	$23.00	$	$3,174.00	$
	MOBILE WORKER (WITH FIREWALL)	0	$33.00	$33.00	$	$	$
	MOBILE WORKER (WITHOUT FIREWALL)	0	$31.00	$31.00	$	$	$
SHARED SPACE WORKER TYPES	ANALOGUE & BASIC	0	$14.00	$14.00	$	$	$
	MEETING ROOM	34	$16.00	$16.00	$	$544.00	$
	IMMERSIVE VIDEO ROOM	0	$94.00	$94.00	$	$	$
END USER CUSTOMISATION:	BLOCK OFF-NET TO OFF-NET CALL TRANSFER	0					
	CLIENT MATTER CODES (CMC)	0					
	FORCED AUTHENTICATION CODES (FAC)	0					
	HUNT GROUPS	0					

	IP PHONE INTERCOM	0				
	IP PHONE PAGING	0				
	TOTAL	0			$	$
SOLUTION CUSTOMIS ATION:	MEET-ME CONFERENCING	NO			$	$
	CLASS OF SERVICE CUSTOMISATION	NO			$	$
	EXTENSION MOBILITY CROSS CLUSTER	NO			$	$
	ADDITIONAL MULTI-PARTY AUDIO CONFERENCING RESOURCES	NO			$	$
	CLOUD-BASED MULTI-PARTY AUDIO CONFERENCING CUSTOMISATION	NO			$	$3,000.00
	HYBRID REDUNDANCY - CLOUD CONFIGURATION	NO			$	$
	SIP TRUNK INTEGRATION / CONFIGURATION IN CLOUD	NO			$	$
	SOLUTION BASED TIME OF DAY ROUTING	NO			$	$
	SPEECH AUTO ATTENDANT	NO			$	$

	COMPLEX DESIGN CHARGE					$	$
UC CLIP-ONS:	ATTENDANT CONSOLE	0		$		$	$
	NO OF CONSOLES FOR SUPERVISOR	*0*					
	ADMINISTRATOR PORTAL	0		$	$	$	$
	CISCO JABBER COLLABORATION DESKTOP CLIENT	0		$1.00	$	$	$
WEBEX CLIP-ONS:	WEBEX & AUDIO CONFERENCING						
VIDEO MEETING ROOMS	VIDEO MEETING ROOMS (8)	0		$26.00	$35.00	$	$
	VIDEO MEETING ROOMS (25)	0		$49.00	$35.00	$	$
	CALL CONTROL CHARGE FOR VIDEO ONLY	NO		$	$	$	$
SERVICE MANAGEMENT CLIP-ONS:	PREMIUM AVAILABILITY	YES					
DEVICES:		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$

		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
ADDITIONAL EQUIPMENT:		0		$	$	$	$
		0		$	$	$	$
		0		$	$	$	$
NETWORK READINESS ASSESSMENT:	SITE READINESS	0		$	$2,000.00	$	$
	REGIONAL / REMOTE SURCHARGE	0		$	$600.00	$	$
INSTALLATI	DEVICE INSTALLATION	0		$	$50.00	$	$

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ON:	MEETING ROOM INSTALLATION	0		$	$80.00	$	$
	MX SERIES IMMERSIVE ROOM INSTALL	0		$	$900.00	$	$
	EX SERIES IMMERSIVE INSTALL	0		$	$350.00	$	$
	QSC20/SX20 IMMERSIVE ROOM INSTALL	0		$	$1,300.00	$	$
	BYO DEVICE ACTIVATION	172		$	$20.00	$	$3,440.00
	WORKER TYPE ACTIVATION	172		$	$50.00	$	$8,600.00
	REGIONAL / REMOTE SURCHARGE	0		$	$600.00	$	$
	ATTENDANT CONSOLE INSTALLATION (# OF SITES)	0		$	$	$	$
TRAINING:	END USER TRAINING	0		$	$1,600.00	$	$
	TRAIN THE TRAINER	0		$	$1,600.00	$	$
	REGIONAL / REMOTE SURCHARGE	0		$	$600.00	$	$
SERVICE MANAGEMENT:	PROACTIVE PLUS	0		$1.00	$	$	$
TOTAL						$3,718.00	$15,040.00

Notes:

1. Any telephony usage will be charged in addition to the pricing above

2. All prices are GST exclusive.

TCC MIGRATION REBATE

1.1   For the purposes of this Att 1 to Schedule 11 :

    (a)   **Eligible Worker Type Package Licences** means any of the following licences:

        (i)   Office;

        (ii)   Information;

        (iii)   Mobile;

        (iv)   Meeting Room; and

        (v)   Immersive Video Conference Room.

    (b)   **Maximum TCC Migration Rebate** has the meaning given in Table 1 of this Att 1 to Schedule 11; and

    (c)   **Terminating Licence** has the meaning given in clause 1.3 of this Att 1 to Schedule 11.

1.2   The TCC Migration Rebate is available only if you execute an agreement to acquire the TCC Service before 30 June 2016. If you do not comply you will not be eligible for the TCC Migration Rebate.

1.3   The TCC Migration Rebate is available only if you do all of the following:

    (a)   you warrant that:

        (i)   at the Service Schedule Start Date, you have the following Cisco Unified Communications licences:

            (A)   CUWL Pro Software bundle

            (B)   CUWL Standard Software bundle

            (C)   CUWL Entry Software bundle

(D)   UCL Enhanced Software bundle

(E)   UCL Basic Software bundle

(F)   Call Manager Express

(G)   Six (6) DLU Software bundles,

each of which is version 8.6 or earlier and was purchased before April 1, 2013 (each a **Terminating Licence**, and collectively **Terminating Licences**); and

(ii)   you are ordering a number of corresponding Eligible Worker Type Package Licences that is equal to or greater than the number of Terminating Licences;

(b)   you must terminate the Terminating Licences as at the Service Schedule Start Date, or such later time nominated by Cisco or us;

(c)   you must cooperate with Cisco and provide it with any assistance or information it requests regarding the Terminating Licences (including by providing satisfactory evidence of the number of Terminating Licences you have, and by signing necessary documentation); and

(d)   if Cisco asks you to, you must nominate us as the 'Channel Partner' eligible for the benefit of the Terminating Licences.

1.4   The total number of Terminating Licences that will be eligible for the rebate will be the lesser of:

(a)   the number of Terminating Licences set out in Table 1 of this Att 1 to Schedule 11; and

(b)   the number of Worker Type Package Licences deployed by 31 December 2015.

1.5   If you do not comply with clause 1.3 of this Att 1 to Schedule 11 you will not be eligible for the TCC Migration Rebate.

1.6   The TCC Migration Rebate will be paid as a credit to your Telstra Technology Incentive Fund at the end of the deployment of your TCC Service.

1.7   The TCC Migration Rebate must be spent on services and hardware related to your TCC Service (as reasonably determined by us) and may not be redeemed for cash, applied to your account or transferred to a third party. We will tell you whether the services or hardware you are seeking are approved for use with the TCC Migration Rebate. All funds must be used during your Service Schedule Term, and any outstanding funds at the end of the Service Schedule Term (or as at the date of earlier termination) will be forfeited.

1.8   You are responsible for modifying or terminating any software support arrangements that you have in place in respect of the Terminating Licences, as those arrangements will not be affected by termination of the Terminating Licences.

TABLE 1: MAXIMUM TCC MIGRATION REBATE

NO OF TERMINATING LICENCES	MIGRATION WORKER TYPE	CHARGE PER TERMINATING LICENCE (EXCL GST)	TCC REBATE (EXCL. GST)
138	Information/ Mobile Worker	$80	11040
34	Meeting Room	$50	1700
TOTAL REBATE			(excl GST)

Pricing for ARC Console & Agents/Contact Centre :

All ex GST		New Model each per month	New model total pa
Consoles	2	$220.00	$5280.00
Agents	10	$40.00	$4800.00
Server	1	$550.00	$6,600.00
Voice Connect	1	$80.00	$960.00
Total PA			$17,640.00
Installation		$10,500.00	

Att 2 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 set out in clause 10.34 (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
Call Forward	Call Forward allows a phone user to forward calls to a directory number.	N

Call Forward All	Call Forward All (CFA) allows a phone user to forward all calls to a directory number.	N
Call Forward Busy	The Call Forward Busy (CFB) feature forwards calls only when the line is in use and the busy trigger setting is reached.	N
Call Forward No Answer	The Call Forward No Answer (CFNA) feature forwards calls when the phone is not answered after the configured no answer ring duration timer is exceeded or if the destination is unregistered.	N
Call Forward on CTI Failure	Call Forward to a specific number when a CTI link has failed (Generally used for contact centres)	Y
Call Forward on Unregistered	The Call Forward No Answer (CFNA) feature forwards calls when the phone is not answered after the configured no answer ring duration timer is exceeded or if the destination is unregistered.	N
Call Park	The Call Park feature allows you to place a call on hold, so it can be retrieved from another phone in the system (for example, a phone in another office or in a conference room).	N
Call Pickup	Call Pickup and Group Call Pickup are features that allow a user to answer an incoming call that rings on a telephone other than the user's own.	N
Call-by-Call Calling Line ID Restriction (CLIR)	Cisco Unified Communications Manager uses calling line ID presentation (CLIP/CLIR) as a supplementary service to allow or restrict the originating caller phone number on a call-by-call basis.	N
Class of Service per user	Allow an end user to have a separate calling class of service than other users on the solution. I.E. allow some users to be able to call international numbers etc.	N
Click-to-call (Windows Plug-in)	Downloadable software that enables end users to initial a call from their desktop for numbers within Outlook, Internet Explorer, Office, etc.	N
Client Matter Codes (CMC)	Client Matter Codes (CMC) allow you to manage call access and accounting. 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.	Y
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
Local Directory services	Creation of local directory of end user details.	N
Malicious-call ID and trace	The malicious call identification (MCID) feature allows a user to report a call of a malicious nature by requesting that Cisco Unified Communications Manager identify and register the source of an incoming call in the network.	Y
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.	N
Message Waiting Audible Indicator (AMWI)	End users will receive a stutter dial tone when the phone goes off hook (on the line on which the voice message has been left) by enabling Audible Message Waiting Indicator Policy	N
Microsoft Calendar Integration	Via desktop client enables end users from their calendar to access their communications services. Some features include changing your presence based	N

	on calendar settings, initial soft phone calling from calendar, etc.	
Microsoft Lync Integration	Via desktop client enables end users from their Lync client to access their communications services. Some features include changing your presence based on calendar settings, initial soft phone calling from calendar, etc.	N
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

Visual Voicemail	The Cisco Visual Voicemail application is an alternative to the audio voicemail service, it is accessed via an IP Handset or Jabber Client.	N

SOLUTION CUSTOMISATION

1.4 The table below outlines the features that are able to be customised for your solution. The table also indicates whether there is any upfront charge for activating these features when ordered via the MAC process.

1.5 Charges associated with your initial deployment are shown in Att 1 to Schedule 11. If the request to customise your Solution features comes post-deployment via a MAC request, the Solution Customisation charge set out in clause 10.34 (if any) will apply. For those features marked Y (POA) the price for the change will be provided as part of the MAC process.

1.6 The list of features will vary over time. Updated lists can be provided on request.

SOLUTION CUSTOMISATION FEATURE	DESCRIPTION	CHARGE FOR MAC
3rd Party Computer Telephony Integration (CTI) Integration	3rd Party Computer Telephony Integration (CTI) Integration	Y (POA)
Additional Multi-party Audio Conferencing resources (software solution)	Extend default 64 resources capability of solution for audio conferencing.	Y
Class of Service Customisation	Allowing/blocking calls based on the class of service of the calling entity for the entire solution	Y
Cloud-based Multi-party Audio Conferencing Customisation	Enable capability in the Cisco Call Manager hosted in the cloud for end users to hold multi-party audio conferencing. Default position is for 64 resources to be available (i.e. Can support 1 conference of 64 users, or2 of 32 users, etc.). Additional resources see Cloud-based Multi-party Audio Conferencing Customisation.	Y
Extension Mobility Cross Cluster	Connect two Cisco Call Manager solutions together to allow users to roam between different call manager environments.	Y
Hybrid Redundancy - Cloud configuration (e.g. SRST)	Hybrid Redundancy includes adding an onsite voice gateway configured with survivable remote site telephony (SRST). To activate this service configuration is required in the call manager. This feature covers this element of hybrid redundancy only.	Y
LDAP / Directory Integration	LDAP integration of your TCC Service into your compliant customer directory, in accordance with the TCC Integration Guide;	Y (POA)
Meet-me Conferencing	Meet-me conferencing provides a bank of numbers for end users to dial into and form	Y

	a multi-party audio conference. Requires audio conferencing resources in cloud or on-site to connect the calls.	
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

Att 3 to Schedule 11 - TCC Integrated Services: Telstra Unified Communications (TUC)

Not Used

Att 4 to Schedule 11 Annexure 1 - Site Schedule

Not used

Att 5 to Schedule 11 : Virtual Meeting Room (VMR) Add-on

1 SERVICE DESCRIPTION

1.1 Your Virtual Meeting Room (**VMR**) is an IP-based video conferencing solution that will be managed and supported by us in accordance with the service levels set out in the Service Management section below.

1.2 The key product features of the VMR service are set out in the table below:

PRODUCT FEATURE	VMR 8	VMR25
Maximum concurrent End Users	8	25
Max length of meeting	After 300 minutes meetings will be automatically disconnected.	
Video quality	Up to High Definition 720p depending upon end point capability and bandwidth availability.	
Content	Dual streaming of video call and content is supported on compatible devices.	
Phone number ranges available	All VMR numbers will use the 03 xxxx xxx geographic number range	
Dialling options	End Users can dial in using the E.164 VMR number or URI dialling. The URI address will be in the form of 03xxxxxx@visionnet.com.au It is not possible to out dial from your VMR service	

2 SERVICE MANAGEMENT

SERVICE DESK

2.1 Only your Authorised Representative can contact the TCC Service Desk to raise faults and make service requests. There will be no End User support for your VMR service via the TCC Service Desk.

2.2 The TCC Service Desk will manage your requests in line with the service levels set out in clauses 10.4 to 10.7 of Schedule 11.

INCIDENT MANAGEMENT

2.3 Incident management for your VMR Solution will be managed to the service levels set out below (not the service levels defined for the remainder of your TCC Service):

2.4 Once we have created a ticket in our system and assigned a severity level, we will use reasonable endeavours to meet the VMR service level targets set out in the table below:

PRIORITY LEVEL	VMR SERVICE LEVEL TARGET	
	Response	Restore
Severity 1	Within 15 minutes from the initial report to the helpdesk	4 Hours
Severity 2	Within 15 minutes from the initial report to the helpdesk	24 Hours

| Severity 3 | Within 15 minutes from the initial report to the helpdesk | 72 Hours |

1.1

2.5 For the purposes of the VMR element of the TCC Service only (and not any other element of your TCC Service):

(a) **Severity 1** means a critical incident which requires immediate corrective action and has a direct and immediate customer impact;

(b) **Severity 2** means a high impact incident which requires prompt corrective action and has a direct customer impact; and

(c) **Severity 3** means a medium impact incident which requires managed restoration.

2.6 We may schedule maintenance outages and change management windows which may cause temporary loss of some or all functions of your VMR service.

2.7 We will use reasonable endeavours to:

(a) provide you with at least 2 Business Days' notice (via email or otherwise) prior to scheduled maintenance outages;

(b) schedule maintenance outages between 7pm and 6am (AEST) , Monday to Friday (excluding Public Holidays); and

(c) limit scheduled maintenance to 10 hours per quarter.

MOVES ADDS & CHANGES

2.8 Your Authorised Representative can ask us to modify, add or cancel your relevant VMR services by contacting the TCC Service desk or accessing our online portal subject to clause 2.9 of this Att 5 to Schedule 11. On receipt of a MAC request we will manage it in line with how MAC request for your TCC Service is managed as set in clause 10.32 of Schedule 11.

2.9 The response and completion targets for only MACs to your VMR service are set out below (not the service levels defined for the remainder of your TCC Service). We aim, but do not guarantee, to meet these response and completion targets.

1.2

SERVICE LEVEL	TARGET
Time to respond to the customer request (Action taken) via email, phone or web	1 Business Day
MAC completion	7 Business Days

2.10 Subject to clause 2.11 of this Att 8 to Schedule 11, the prices for MACs as at the Service Start Date are set out below:

MAC TYPE	UPFRONT CHARGE	ON-GOING CHARGE
Order New VMR	Activation Fee as set out in Att 1 to Schedule 11	VMR Monthly Fee as set out in Att 1 to Schedule 11
Cancel existing VMR	Deactivation Fee as set out in	No Charge

Cancel entire range of VMR services	Early Termination Charge of the sum of Deactivation Fee and twice the VMR monthly fee[1]	No Charge
Reset PIN/ Name Change	No Charge	No Charge

[1] Only applicable if cancelled within the first 12-months of the Service Start Date

2.11   MAC pricing set out above will be reviewed annually and may be increased. Any increases will be informed to you at the time of requesting the MAC.

Att 6 to Schedule 11 : Licence Terms

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER") HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER, YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE OBTAINED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

CISCO SYSTEMS, INC. OR ITS AFFILIATE LICENSING THE SOFTWARE ("**CISCO**") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU OBTAINED THE SOFTWARE FROM AN APPROVED SOURCE AND THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT PLUS ANY ADDITIONAL LIMITATIONS ON THE LICENSE SET FORTH IN A SUPPLEMENTAL LICENSE AGREEMENT ACCOMPANYING THE PRODUCT OR AVAILABLE AT THE TIME OF YOUR DOWNLOAD (COLLECTIVELY, THE "**AGREEMENT**"). BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU ARE REPRESENTING THAT YOU OBTAINED THE SOFTWARE FROM AN APPROVED SOURCE AND BINDING YOURSELF TO THE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT, THEN CISCO IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND YOU MAY NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE. FOR THE PURPOSES OF THIS END USER LICENSE AGREEMENT, AN "APPROVED SOURCE" MEANS (A) CISCO; OR (B) TELSTRA.

THE FOLLOWING TERMS OF THE AGREEMENT GOVERN CUSTOMER'S USE OF THE SOFTWARE (DEFINED BELOW), EXCEPT TO THE EXTENT THE SOFTWARE INCLUDES A SEPARATE "CLICK-ACCEPT" LICENSE AGREEMENT OR THIRD PARTY LICENSE AGREEMENT AS PART OF THE INSTALLATION OR DOWNLOAD PROCESS GOVERNING CUSTOMER'S USE OF THE SOFTWARE. TO THE EXTENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE FOREGOING DOCUMENTS, THE ORDER OF PRECEDENCE SHALL BE (1) THE CLICK-ACCEPT AGREEMENT OR THIRD PARTY LICENSE AGREEMENT, AND (2) THE AGREEMENT. FOR PURPOSES OF THE AGREEMENT, "SOFTWARE" SHALL MEAN COMPUTER PROGRAMS AS PROVIDED TO CUSTOMER BY AN APPROVED SOURCE, AND ANY UPGRADES, UPDATES, BUG FIXES OR MODIFIED VERSIONS THERETO (COLLECTIVELY, "**UPGRADES**").

LICENSE. CONDITIONED UPON COMPLIANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT, CISCO GRANTS TO CUSTOMER A NONEXCLUSIVE AND NONTRANSFERABLE LICENSE TO USE FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES THE SOFTWARE AND THE DOCUMENTATION IN CONNECTION WITH CUSTOMER'S PURCHASE OF HOSTED SERVICES FROM AN APPROVED SOURCE. "DOCUMENTATION" MEANS WRITTEN INFORMATION (WHETHER CONTAINED IN USER OR TECHNICAL MANUALS, TRAINING MATERIALS, SPECIFICATIONS OR OTHERWISE) PERTAINING TO THE SOFTWARE AND MADE AVAILABLE BY AN APPROVED SOURCE WITH THE SOFTWARE IN ANY MANNER (INCLUDING ON CD-ROM, OR ON-LINE). IN ORDER TO USE THE SOFTWARE, CUSTOMER MAY BE REQUIRED TO INPUT A REGISTRATION NUMBER OR PRODUCT AUTHORIZATION KEY AND REGISTER CUSTOMER'S COPY OF THE SOFTWARE ON-LINE AT CISCO'S WEB-SITE TO OBTAIN THE NECESSARY LICENSE KEY OR LICENSE FILE.

CUSTOMER'S LICENSE TO USE THE SOFTWARE SHALL BE LIMITED TO, AND CUSTOMER SHALL NOT USE THE SOFTWARE IN EXCESS OF A SINGLE MOBILE TELEPHONE, PERSONAL COMPUTER, OR OTHER HANDHELD DIGITAL DEVICES OR SUCH OTHER LIMITATIONS AS ARE SET FORTH IN THE APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT.

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THE DOCUMENTATION OR ANY APPLICABLE SUPPLEMENTAL LICENSE AGREEMENT, CUSTOMER SHALL USE THE SOFTWARE SOLELY FOR CUSTOMER'S INTERNAL BUSINESS PURPOSES. NO OTHER LICENSES ARE GRANTED BY IMPLICATION, ESTOPPEL OR OTHERWISE.

GENERAL LIMITATIONS. THIS IS A LICENSE, NOT A TRANSFER OF TITLE, TO THE SOFTWARE AND DOCUMENTATION, AND CISCO RETAINS OWNERSHIP OF ALL COPIES OF THE SOFTWARE AND

DOCUMENTATION. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE AND DOCUMENTATION CONTAIN TRADE SECRETS OF CISCO, ITS SUPPLIERS OR LICENSORS, INCLUDING BUT NOT LIMITED TO THE SPECIFIC INTERNAL DESIGN AND STRUCTURE OF INDIVIDUAL PROGRAMS AND ASSOCIATED INTERFACE INFORMATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THE AGREEMENT, CUSTOMER SHALL ONLY USE THE SOFTWARE IN CONNECTION WITH HOSTED SERVICES THAT CUSTOMER PURCHASED FROM AN APPROVED SOURCE AND CUSTOMER SHALL HAVE NO RIGHT, AND CUSTOMER SPECIFICALLY AGREES NOT TO:

TRANSFER, ASSIGN OR SUBLICENSE ITS LICENSE RIGHTS TO ANY OTHER PERSON OR ENTITY (OTHER THAN IN COMPLIANCE WITH ANY CISCO RELICENSING/TRANSFER POLICY THEN IN FORCE), OR USE THE SOFTWARE ON CISCO EQUIPMENT NOT PURCHASED BY THE CUSTOMER FROM AN APPROVED SOURCE OR ON SECOND-HAND CISCO EQUIPMENT, AND CUSTOMER ACKNOWLEDGES THAT ANY ATTEMPTED TRANSFER, ASSIGNMENT, SUBLICENSE OR USE SHALL BE VOID;

MAKE ERROR CORRECTIONS TO OR OTHERWISE MODIFY OR ADAPT THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE, OR PERMIT THIRD PARTIES TO DO THE SAME;

REVERSE ENGINEER OR DECOMPILE, DECRYPT, DISASSEMBLE OR OTHERWISE REDUCE THE SOFTWARE TO HUMAN-READABLE FORM, EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING THIS RESTRICTION OR EXCEPT TO THE EXTENT THAT CISCO IS LEGALLY REQUIRED TO PERMIT SUCH SPECIFIC ACTIVITY PURSUANT TO ANY APPLICABLE OPEN SOURCE LICENSE;

PUBLISH ANY RESULTS OF BENCHMARK TESTS RUN ON THE SOFTWARE;

USE OR PERMIT THE SOFTWARE TO BE USED TO PERFORM SERVICES FOR THIRD PARTIES, WHETHER ON A SERVICE BUREAU OR TIME SHARING BASIS OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF CISCO;

DISCLOSE, PROVIDE, OR OTHERWISE MAKE AVAILABLE TRADE SECRETS CONTAINED WITHIN THE SOFTWARE AND DOCUMENTATION IN ANY FORM TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF CISCO. CUSTOMER SHALL IMPLEMENT REASONABLE SECURITY MEASURES TO PROTECT SUCH TRADE SECRETS; OR

USE THE SOFTWARE AFTER YOUR AGREEMENT FOR THE HOSTED SERVICES TERMINATES OR EXPIRES.

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, CUSTOMER SHALL NOT MAKE ANY COPIES OR DUPLICATES OF ANY SOFTWARE WITHOUT THE PRIOR WRITTEN PERMISSION OF CISCO.

TERM AND TERMINATION. THE AGREEMENT AND THE LICENSE GRANTED HEREIN SHALL REMAIN EFFECTIVE UNTIL THE HOSTED SERVICES TERMINATE OR EXPIRE. CUSTOMER MAY TERMINATE THE AGREEMENT AND THE LICENSE AT ANY TIME BY DESTROYING ALL COPIES OF SOFTWARE AND ANY DOCUMENTATION. CUSTOMER'S RIGHTS UNDER THE AGREEMENT WILL TERMINATE IMMEDIATELY WITHOUT NOTICE FROM CISCO IF CUSTOMER FAILS TO COMPLY WITH ANY PROVISION OF THE AGREEMENT. UPON TERMINATION, CUSTOMER SHALL DESTROY ALL COPIES OF SOFTWARE AND DOCUMENTATION IN ITS POSSESSION OR CONTROL. ALL CONFIDENTIALITY OBLIGATIONS OF CUSTOMER, ALL RESTRICTIONS AND LIMITATIONS IMPOSED ON THE CUSTOMER UNDER THE SECTION TITLED "GENERAL LIMITATIONS" AND ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS AND RESTRICTIONS OF WARRANTY SHALL SURVIVE TERMINATION OF THIS AGREEMENT. IN ADDITION, THE PROVISIONS OF THE SECTIONS TITLED "U.S. GOVERNMENT END USER PURCHASERS" "LIMITED WARRANTY", "DISCLAIMER OF WARRANTY" AND "DISCLAIMER OF LIABILITIES" SHALL SURVIVE TERMINATION OF THE AGREEMENT.

CUSTOMER RECORDS. CUSTOMER GRANTS TO CISCO AND ITS INDEPENDENT ACCOUNTANTS THE RIGHT TO EXAMINE CUSTOMER'S BOOKS, RECORDS AND ACCOUNTS DURING CUSTOMER'S NORMAL BUSINESS HOURS TO VERIFY COMPLIANCE WITH THIS AGREEMENT. IN THE EVENT SUCH AUDIT DISCLOSES NON-COMPLIANCE WITH THIS AGREEMENT, CUSTOMER SHALL PROMPTLY PAY TO CISCO THE APPROPRIATE LICENSE FEES, PLUS THE REASONABLE COST OF CONDUCTING THE AUDIT.

EXPORT, RE-EXPORT, TRANSFER & USE CONTROLS. THE SOFTWARE, DOCUMENTATION AND TECHNOLOGY OR DIRECT PRODUCTS THEREOF (HEREAFTER REFERRED TO AS SOFTWARE AND TECHNOLOGY), SUPPLIED BY CISCO UNDER THE AGREEMENT ARE SUBJECT TO EXPORT CONTROLS UNDER THE LAWS AND REGULATIONS OF THE UNITED STATES (U.S.) AND ANY OTHER APPLICABLE COUNTRIES' LAWS AND REGULATIONS. CUSTOMER SHALL COMPLY WITH SUCH LAWS AND REGULATIONS GOVERNING EXPORT, RE-EXPORT, TRANSFER AND USE OF CISCO SOFTWARE AND TECHNOLOGY AND WILL OBTAIN ALL REQUIRED U.S. AND LOCAL AUTHORIZATIONS, PERMITS, OR LICENSES. CISCO AND CUSTOMER EACH AGREE TO PROVIDE THE OTHER INFORMATION, SUPPORT DOCUMENTS, AND ASSISTANCE AS MAY REASONABLY BE REQUIRED BY THE OTHER IN CONNECTION WITH SECURING AUTHORIZATIONS OR LICENSES. INFORMATION REGARDING COMPLIANCE WITH EXPORT, RE-EXPORT, TRANSFER AND USE MAY BE LOCATED AT THE FOLLOWING URL:
http://www.cisco.com/web/about/doing_business/legal/global_export_trade/general_export/contract_compliance.html.

U.S. GOVERNMENT END USER PURCHASERS. THE SOFTWARE AND DOCUMENTATION QUALIFY AS "COMMERCIAL ITEMS," AS THAT TERM IS DEFINED AT FEDERAL ACQUISITION REGULATION ("FAR") (48 C.F.R.) 2.101, CONSISTING OF "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" AS SUCH TERMS ARE USED IN FAR 12.212. CONSISTENT WITH FAR 12.212 AND DOD FAR SUPP. 227.7202-1 THROUGH 227.7202-4, AND NOTWITHSTANDING ANY OTHER FAR OR OTHER CONTRACTUAL CLAUSE TO THE CONTRARY IN ANY AGREEMENT INTO WHICH THE AGREEMENT MAY BE INCORPORATED, CUSTOMER MAY PROVIDE TO GOVERNMENT END USER OR, IF THE AGREEMENT IS DIRECT, GOVERNMENT END USER WILL ACQUIRE, THE SOFTWARE AND DOCUMENTATION WITH ONLY THOSE RIGHTS SET FORTH IN THE AGREEMENT. USE OF EITHER THE SOFTWARE OR DOCUMENTATION OR BOTH CONSTITUTES AGREEMENT BY THE GOVERNMENT THAT THE SOFTWARE AND DOCUMENTATION ARE "COMMERCIAL COMPUTER SOFTWARE" AND "COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION," AND CONSTITUTES ACCEPTANCE OF THE RIGHTS AND RESTRICTIONS HEREIN.

IDENTIFIED COMPONENTS; ADDITIONAL TERMS. THE SOFTWARE MAY CONTAIN OR BE DELIVERED WITH ONE OR MORE COMPONENTS, WHICH MAY INCLUDE THIRD-PARTY COMPONENTS, IDENTIFIED BY CISCO IN THE DOCUMENTATION, README.TXT_FILE, THIRD-PARTY CLICK-ACCEPT OR ELSEWHERE (E.G. ON WWW.CISCO.COM) (THE "**IDENTIFIED COMPONENT(S)**") AS BEING SUBJECT TO DIFFERENT LICENSE AGREEMENT TERMS, DISCLAIMERS OF WARRANTIES, LIMITED WARRANTIES OR OTHER TERMS AND CONDITIONS (COLLECTIVELY, "**ADDITIONAL TERMS**") THAN THOSE SET 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 "**PRODUC**T") (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 OF ANY CONDITIONS OR WARRANTIES WHICH MAY BE IMPLIED BY THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY SALE OF GOODS OR FAIR TRADING LEGISLATION.

DISCLAIMER OF LIABILITIES – LIMITATION OF LIABILITY. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, CANADA, JAPAN OR THE CARIBBEAN, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO

CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER TO ANY APPROVED SOURCE FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT TO THE CONTRARY, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS COLLECTIVELY, TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY CUSTOMER FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM OR IF THE SOFTWARE IS PART OF ANOTHER PRODUCT, THE PRICE PAID FOR SUCH OTHER PRODUCT. THIS LIMITATION OF LIABILITY FOR SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E. THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT). NOTHING IN THE AGREEMENT SHALL LIMIT (I) THE LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS TO CUSTOMER FOR PERSONAL INJURY OR DEATH CAUSED BY THEIR NEGLIGENCE, (II) CISCO'S LIABILITY FOR FRAUDULENT MISREPRESENTATION, OR (III) ANY LIABILITY OF CISCO WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

WAIVER OF CONSEQUENTIAL DAMAGES AND OTHER LOSSES. IF YOU ACQUIRED THE SOFTWARE IN THE UNITED STATES, LATIN AMERICA, THE CARIBBEAN OR CANADA, REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ITS SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE 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 APPLY TO YOU.

IF YOU ACQUIRED THE SOFTWARE IN JAPAN, EXCEPT FOR LIABILITY ARISING OUT OF OR IN CONNECTION WITH DEATH OR PERSONAL INJURY, FRAUDULENT MISREPRESENTATION, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF CISCO OR ANY APPROVED SOURCE OR THEIR SUPPLIERS OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ACQUIRED THE SOFTWARE IN EUROPE, THE MIDDLE EAST, AFRICA, ASIA OR OCEANIA, IN NO EVENT WILL CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, BE LIABLE FOR ANY LOST REVENUE, LOST PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING , INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF, IN EACH CASE, CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS AND LICENSORS, HAVE BEEN ADVISED OF THE 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 OF WHICH TERMS ARE EXCLUDED. THE AGREEMENT HAS BEEN WRITTEN IN THE ENGLISH LANGUAGE, AND THE PARTIES AGREE THAT THE ENGLISH VERSION WILL GOVERN.

PRODUCT WARRANTY TERMS AND OTHER INFORMATION APPLICABLE TO CISCO PRODUCTS ARE AVAILABLE AT THE FOLLOWING URL: http://www.cisco.com/go/warranty