

- 13.3 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.
- 13.4 You indemnify us against any claim, cost, loss or liability which may arise in connection with your breach of this clause.

14 DEFINITIONS

In this Service Schedule, unless otherwise stated:

Access Services means the service described in clauses 2.6 to 2.11.

End Users means your end users using the Service.

Equipment means (a) the equipment or devices rented or purchased by you from us on the terms of this Service Schedule and set out in the Service Order Form in order for you to use the Service; and/or (b) the equipment supplied by you to use with the Service.

Features means (i) the worker type packages; and (ii) the different features for the Service set out in the Service Guide and Product Guide.

Integration Services (if any) means the integration services described in the Service Guide.

MACs means the move(s), add(s), change(s) described in the Service Guide.

SOW means the statement of work for Professional Services.

Product Guide means the document describing the Service, as amended by us from time to time.

Professional Services means the professional services described in the Service Guide, Product Guide or the SOW.

Service Guide means the documents setting out: (a) the design and delivery of the Service; (b) the solution implementation; (c) service management, service level, service desk; (d) product features and inclusions; and (e) any other matters related to the Service, as amended by us from time to time.

Telstra Services means the services provided by us to you as set out in the Service Guide and Product Guide.

User Licenses means the licenses set out in the Service Guide and Product Guide.

Value-Added Services means the services described in the Product Guide and the Service Order Form when you purchase such services from us.

ATTACHMENT 1 TO SCHEDULE 11 – PRICING

1 PRICING – TELSTRA COLLABORATION WITH CISCO

Item Description		Unit Price / mth (Ex GST)	Qty	Total Once-off	Total / Mth (Ex GST)
Flex Plan: NU Calling					
Knowledge Worker - Hosted Calling License	A-FLEX-EAHL1-AUM	\$18.80	250	-	\$4,700.14
TCC Service - Knowledge Worker	Includes VM, IM&P & Jabber calling				
Common Area - Hosted Calling	A-FLEX-H-COMMON11X	\$7.56	23	-	\$173.90
TCC Service - Common Area (HCS)	Includes shared space hosted calling	\$8.49	6	-	\$50.92
Sub-Total: Calling					\$4,924.96
Flex Plan: AU Meetings					
Knowledge Worker - Meetings License	A-FLEX-AUCM1-EAL	\$28.55	40	-	\$1,141.99
TCC Service - Webex Meetings		\$2.43	40	-	\$97.36
Sub-Total: Meetings					\$1,239.35
Hybrid Services					
Hybrid Calling		\$1.98	250	-	\$495.07
Hybrid Directory		\$0.50	250	-	\$125.33
SubTotal					\$620.40
Equipment					
Rental				Purchase Option	Rental Option
Type	SKU	Unit price	Qty	Once-off (Ex GST)	/ Mth (Ex GST)
		\$0.00	0	\$0.00	-
SubTotal				\$0.00	\$0.00
Installation & Activation Services					
Standard Device Installation		\$50.00			
BYO Device On-boarding		\$20.00			
Meeting Room Installation		\$80.00			
MX Series Installation		\$1,100.00			
Standard Activation		\$50.00			
Hunt Group		\$30.00			
Training: Train the Trainer		\$1,600.00			
SubTotal				\$0.00	
Total				\$0.00	\$6,784.71
Total Contract Value				(36 mths):	\$244,249.56

ATTACHMENT 2 TO SCHEDULE 11 – AUSTRALIAN NUMBERING TERMS



16 NUMBERING

- 16.1 If you ask us to, we provide telephone numbers to use with your Service in a single block or multiple blocks of 100 contiguous numbers.
- 16.2 Subject to clause 1.5 below, if you want to cancel an existing Telstra service to take up the 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 Service.
- 16.3 We do not transfer your existing numbers if it is not technically feasible and we do not accept transfers of blocks of less than 100 contiguous numbers for use with the Service except as set out in clause 1.2(b).
- 16.4 You do not 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.
- 16.5 You can increase or decrease the number of working services within your number block allocations. You cannot 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.
- 16.6 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.
- 16.7 If you transfer your existing telephone service to your Service, you may experience outages to your existing service during the transfer process.

17 NUMBER PORTABILITY

- 17.1 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 Service, or port in numbers from another provider to Telstra to use as part of your Service (subject to the limits notified by us to you).
- 17.2 The following limitations apply to local number portability for the Service:
- (a) The group of telephone numbers you want ported for your 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 group if it is technically feasible.
 - (c) If you want to port in telephone numbers from another provider to use with your Service, the numbers must be ported in a single block or multiple blocks of 100 contiguous numbers. We do not accept ports in of blocks of fewer than 100 contiguous numbers for use with the Service.
 - (d) If you want to port in a block of fewer than 100 contiguous telephone numbers from another provider for use with your 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 Service. We may also require further information from you, including information that proves your right to port the telephone numbers.

CONFIDENTIAL

ATTACHMENT 2 TO SCHEDULE 11 – AUSTRALIAN NUMBERING TERMS



- 17.3 We do not charge you to use local number portability to port in telephone numbers to your 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.

ATTACHMENT 3 TO SCHEDULE 11 – EQUIPMENT TERMS

1 EQUIPMENT

- 1.1 The Equipment you choose to purchase or rent from us is set out in the Service Order Form. This Attachment 2 sets out:
- (a) the terms of the supply of Equipment by purchase or rent to you;
 - (b) the terms on which you supply your own Equipment; and
 - (c) delivery, installation and configuration of your Equipment.
- 1.2 We will procure a license for you to use any software for the Equipment on the same terms that the relevant third party supplier grants us such rights. You must comply with that licence.

2 DELIVERY, INSTALLATION AND CONFIGURATION

- 2.1 We will deliver any 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 Service. If there is a change in the original delivery date we will try to tell you. However, we do not promise that we will be able to meet any particular delivery date.
- 2.2 You acknowledge that:
- (a) you have examined the equipment before accepting delivery of the Equipment and satisfied yourself as to its condition; and
 - (b) you will only use the Equipment for internal business purposes.
- 2.3 Unless otherwise agreed, we are not responsible for:
- (a) any customisation or installation of software other than the operating system software; or
 - (b) resolving problems with your Equipment which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

1.1 YOUR RESPONSIBILITIES

- 2.4 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.
- 2.5 You are responsible for the preparation of your sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.

1.2 INSTALLATION DATE

- 2.6 If both parties have agreed for us to install the Equipment and if we are unable to install the Equipment by a date agreed with you (**Installation Date**) for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
 - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by our Service Provider to reschedule the Installation Date.

3 RESTRICTIONS ON USE

- 3.1 You must not:
- (a) disassemble, decompile or otherwise reverse engineer the Equipment or software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Equipment or software;

ATTACHMENT 3 TO SCHEDULE 11 – EQUIPMENT TERMS

- (b) copy or modify the Equipment or software;
 - (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment or software; or
 - (d) allow others to do any of the above.
- 3.2 You must:
- (a) install and use the latest operating system software update if required by us to correct a reported fault; and
 - (b) promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or fault detection.

4 EXPORT REGULATIONS AND WARRANTY

EXPORT REGULATIONS

- 4.1 You acknowledge that the Equipment (including the operating system software) and technology or direct products thereof, supplied by us under this Service Schedule are subject to export controls under the laws and regulations of the United States (U.S.).
- 4.2 You must comply and must ensure that users of the Equipment (and separately the operating system software) comply, to the extent required by law to do so, with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions and regulations of any United States or foreign agency or authority and not to export or re-export, or allow the export or re-export of, any product, technology or information it obtains or learns pursuant to this Service Schedule (or any direct product thereof) in violation of any such laws, restrictions or regulations by you or the user to the extent you are subject to and required by law to comply with such laws, restrictions or regulations.
- 4.3 You indemnify us against all loss, damage, liability, costs or expenses incurred by us as a result of a claim against us arising from or in connection with any breach of clause 4.2 above by you.

WARRANTY

- 1.3
- 1.4 4.4 Without limiting any other rights at law, you may buy an extended warranty from us for your Equipment. The benefit of that extended warranty includes that for any fault on covered Equipment in Australia, 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 the Service Order Form or notified by us to you separately. You may also refer to the CISCO SmartNet Term & Conditions which sets out terms on the extended warranty (which is available upon request).

ANNEXURE 1 TO ATTACHMENT 3 – EQUIPMENT PURCHASE TERMS



1 TITLE AND RISK

- 1.1 Title to the Equipment passes to you once you have paid us in full for the Equipment. Until that time, you hold the Equipment on our behalf.
- 1.2 Risk of loss or damage to the Equipment passes to you on delivery.

2 INSURANCE

- 2.1 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under this Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment or suspend your Service.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

ANNEXURE 2 TO ATTACHMENT 3 – EQUIPMENT RENTAL TERMS

1 TITLE AND RISK

- 1.1 Title to the Equipment remains with us and does not pass to you at any time.
- 1.2 Risk of loss or damage to the Equipment transfers to you on delivery.

2 INSURANCE

- 2.1 You must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

3 RECOVERY OF EQUIPMENT

- 3.1 Without limiting our rights under this Agreement or at law, if this Agreement is cancelled or terminated for any reason, at our request, you must provide us with access to the Site(s) where the Equipment is located so that we can recover the Equipment.
- 3.2 If we are unable to recover the Equipment within 14 days of our request under clause 3.1, you must pay us for any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

4 USE OF EQUIPMENT

- 4.1 You must:
 - (a) keep the Equipment in good working order, condition and repair;
 - (b) not sell, dispose of or encumber the Equipment in any way; and
 - (c) allow us (or our Personnel or our supplier) to inspect the Equipment at any time on reasonable notice.

5 ALTERATIONS, MODIFICATIONS AND REPAIRS

- 5.1 You must not alter, modify or repair the Equipment without our prior written consent. If you make any alterations, modifications or repairs to the Equipment and it impairs the condition of the Equipment or diminishes its use or value, we may charge you an additional repair fee.
- 5.2 If you replace any part of the Equipment, you must ensure that the replacement part is of equal or better quality than the removed part, and is compatible with the Equipment.
- 5.3 You may remove any part of the Equipment which you have added, provided that:
 - (a) the new part was in addition to, and did not replace, any original part of the Equipment; and
 - (b) you do not cause any damage to the Equipment or diminish its use or value by removing the part.
- 5.4 If you do not remove any part which you have added to the Equipment, that part will become part of the Equipment at the end of the Initial Period, and we may charge you an additional fee to remove the additional part.
- 5.5 You are responsible for all costs relating to any alteration, modification or repair which you make to the Equipment, including any loss or damage which you may suffer as a result of that alteration, modification or repair.

ANNEXURE 3 TO ATTACHMENT 3 – SUPPLY YOUR OWN EQUIPMENT TERMS



1 TERMS

- 1.1 You can choose to supply your own Equipment for use with the Service. If you do, you have to make sure all Equipment you use are accredited by us.
- 1.2 The list of accredited devices will change over time. You have to update any Equipment that are no longer accredited. We may not be able to provide the Service (in whole or in part) if you do not use equipment that is accredited, and if that is the case, we may terminate your Service (in whole or in part) without liability to you, and impose Early Termination Charges in accordance with clause 6.3 or clause 6.4 above.
- 1.3 You have to make sure any Equipment 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.
- 1.4 There is an upfront charge for activating your own equipment to your Service, as set out in the Service Order Form.

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