

# BUSINESS SERVICES AGREEMENT VARIATION

## VARIATION AGREEMENT 1

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### YOUR DETAILS

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

### OUR DETAILS

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

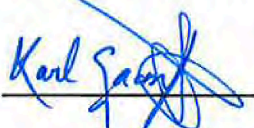
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### RECITALS

- A. The parties entered into a Business Services Agreement for the provision of telecommunication services dated 30 June 2014 (**Agreement**).
  - B. The parties agree that from the date this Variation Agreement (**Variation Agreement 1**) is signed by the last party, the Agreement will be varied in accordance with the terms of this Variation Agreement. Subject to the variation, the Agreement will continue in full force and effect.
  - C. Terms used in this Variation Agreement have the same meaning as terms defined in the Agreement.
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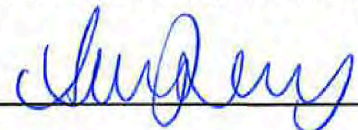
### AGREED BY YOU

Signed for you by your authorised representative:

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

### AGREED BY US

Signed for us by our authorised representative:

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

## Annexure A

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

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

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

## SERVICE DETAILS

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

## SERVICE TERMS

### 1 SERVICE DESCRIPTION

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

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

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

## ACCESS SERVICES

- 2.6 To be eligible for the TCC Service you have to take the following Access Services for the Service Schedule Term:
- (a) an eligible Telstra IP VPN data service, with sufficient bandwidth to support the TCC Service (as reasonably determined by us based on recognised industry guidelines), for each site connected to your TCC Service; and
  - (b) an eligible Telstra voice service so that you pre-select us to provide your local, national, international and fixed-to-mobile voice services.
- 2.7 We can provide you with details of appropriate Access Services on request.
- 2.8 If you don't comply with clause 2.6 for any reason (other than our material breach), the service you experience may be adversely affected and we may:
- (a) charge you for calls to our service desk which relate to service difficulties or poor performance that relate to insufficient bandwidth rather than the TCC Service;
  - (b) terminate your TCC Service;
  - (c) terminate any other Access Services still on foot; and
  - (d) apply any relevant early termination charges that apply to your TCC Service and each of the Access Services referred to in clauses 2.6.
- 2.9 The charges for the Access Services are additional to the charges for the TCC Service.

## 3 PRICING

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- 3.1 The charges for the TCC Service are set out in Att 1 to Schedule 11 and (for Telstra Unified Communications) in Att 4 to Schedule 11. All charges set out in Att 1 to Schedule 11 and Att 4 to Schedule 11 are GST exclusive unless otherwise stated. Additional terms relating to pricing may also be set out in Att 1 to Schedule 11 and (for Telstra Unified Communications) in Att 4 to Schedule 11.
- 3.2 The charges are based on the Service Schedule Term and the number of TCC Worker Type Packages you commit to having activated on the TCC platform. The number of committed TCC Worker Type Packages is set out in the table in Att 1 to Schedule 11.
- 3.3 You acknowledge that if you had not committed to activating the number of committed TCC Worker Type Packages in Att 1 to Schedule 11, we may have included higher charges in Att 1 to Schedule 11. Therefore, if you have not activated at least 90% of the committed TCC Worker Type Packages outlined in Att 1 to Schedule 11 within 12 months from the Service Start Date we may, at our sole discretion, increase any charges to the corresponding List Price (both outlined in Att 1 to Schedule 11).
- 3.4 We won't increase the charges in Att 1 to Schedule 11 to the corresponding List Price if we caused the delay in activating the TCC Worker Type Packages.
- 3.5 The TCC Worker Type Package pricing in Att 1 to Schedule 11 is applicable only to End Users who are based in Australia. End Users who are based in Australia may use the TCC Service overseas for short periods (for instance, an overseas trip), in our reasonable discretion. However, End Users based overseas are not eligible for Australian pricing. We'll provide pricing for End Users based overseas on request.

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

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

- 4.7 The early termination charges for TCC Worker Type Packages set out in clause 4.6(a) do not apply to a cancellation in the 6 months immediately following the Service Start Date.
- 4.8 The early termination charges set out in clause 4.6 do not apply to a reduction in TCC Worker Type Packages expressly permitted under another clause of this Service Schedule.
- 4.9 The early termination charges set out in clause 4.6 are in addition to any charges that apply as a result of the early termination of your Additional Services.

## 5 TCC WORKER TYPE PACKAGES

### TYPES OF TCC WORKER TYPE PACKAGES

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

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

**Note:**

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

- 5.2 The TCC Worker Type Packages you have ordered and the pricing tier to which you are eligible are set out in Att 1 to Schedule 11.
- 5.3 For a monthly charge each TCC Worker Type Package includes:
- (a) access to the range of UC capability that's available via the Cisco HCS applications hosted on the TCC Cloud Platform;
  - (b) access to the UC features via approved TCC Devices connected to the TCC Cloud Platform;
  - (c) where relevant, the ability to make calls to domestic and international phone numbers via the TCC Cloud Platform (but telephony usage charges are additional); and
  - (d) TCC Service Management: Proactive Tier
  - (e) TCC Service Management Clip-on: Premium Availability.
- 5.4 A more detailed outline of the UC features associated with each Worker Type Package is included in Att 2 to Schedule 11.
- 5.5 Your Authorised Representative can ask us to move End Users between the TCC Worker Type

requirements.

- 5.15 If any of your End Users moves locations, you are responsible for updating their geographic details for emergency services purposes. Notwithstanding this, all calls made from your TCC service to emergency services (i.e. 000) will be flagged to the operator as location unreliable which will prompt the operator to seek verbal confirmation of the callers location. This is done due to the nomadic nature of your service which allows users to make emergency calls from various locations or from a mobile device.

## **NUMBERING**

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

## **LOCAL NUMBER PORTABILITY**

- 5.23 Local Number Portability lets you keep your existing telephone numbers even if you change your service provider. This process is known as porting. You can port out numbers from Telstra to another provider if you choose to end your TCC Service, or port in numbers from another provider to Telstra to use as part of your TCC Service (subject to the limits set out in clause 5.24).
- 5.24 The following limitations apply to Local Number Portability for the TCC Service.
- (a) The group of telephone numbers you want ported for your TCC Service must be ported out at the same time. Numbers cannot be ported out in blocks of fewer than 100 contiguous numbers.
  - (b) Partial number ranges may be ported out if the services are re-organised into separate groups before porting and those groups have a minimum size of 100 contiguous telephone numbers. We only let you re-organise the numbers within your TCC group if it's technically feasible.

## 7 TCC CLIP-ONS

### TCC UC CLIP-ONS

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

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

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

### TCC ATTENDANT CONSOLE CLIP-ON

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

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

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

#### TCC ADDITIONAL EQUIPMENT

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

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

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

the rented TCC Device.

- 8.25 We may increase your rental charges if we supply additional parts or provide any upgrade to the rented TCC Devices. We'll consult with you about the rental charge if this happens.
- 8.26 If you notify us that a TCC Device you have rented from us is faulty, we will usually initiate shipment of a replacement TCC Device during the same Business Day (or the next Business Day if reported outside the hours of 9-5 on a Business Day), with targeted next Business Day delivery. Full details are available from us on request.
- 8.27 You have to pay the applicable equipment rental charges even if there's a defect, breakdown, accident, loss, theft or damage to the equipment, or the equipment is unavailable, unless we caused it.
- 8.28 If any item of the rented TCC Devices is lost, stolen or damaged beyond economic repair (except where we caused it by our breach or negligence), then you will promptly notify us and pay us the early termination fee for the affected TCC Devices
- 8.29 Billing for the TCC Devices you rent from us will commence from activation of the Worker Types Packages associated with the particular TCC Device.

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

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

### **9 TCC PROFESSIONAL SERVICES**

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

- 9.1 As part of the TCC Network Readiness Assessment, we will identify any issues associated with your network that may impede the planned TCC deployment, allow for the remediation of identified issues and then allocate responsibilities for remediation tasks.
- 9.2 You have to provide the following details to support the TCC Network Readiness Assessment:
  - (a) voice services: existing voice services including analogue services (e.g. fax, modem, eftpos), existing voice gateways, location of future gateways and in dial ranges;
  - (b) data services: existing data services, IP addressing schema, quality of service policy;
  - (c) LAN topology: details on speeds, interconnections, port capabilities, PoE capabilities, VLAN structure, LAN infrastructure, cabling infrastructure, internet connectivity, wireless infrastructure, demilitarized zones and security policies in place (firewalls, ACLs, NAC (e.g. port security))



- (ii) install room based video endpoints (MX200, MX300, Profile) on the standard floor mount provided with the equipment. The installation will include connection to existing suitable LAN cable socket and 240V power at the location, and deployment of one control touchpad and one table microphone (when included in standard equipment) installed on a conference room table with floor anti-trip covering over cables.
  - (d) activating the TCC Devices that you have provided and not acquired from us (but you are still responsible for installing them on your data network);
  - (e) set up of your customer portal, accessible via your internal network; and
  - (f) set up of your secure access to the TCC Services available via the Telstra.com internet portal.
- 9.7 In the initial phases of your deployment we will conduct one or more high level design workshops to understand your requirements. You must provide appropriate qualified staff to assist in this process. The intended outcome of the workshops will be a design specific to your requirements that you will be required to sign off. While we will use best endeavours, we do not guarantee that we will be able to map all your current telephony features to your TCC service.
- 9.8 You and we will agree a project management plan for deployment of your TCC Service which will be provided after the date on which Variation Agreement 1 is executed by both parties. The project management services we provide may include some or all of the following:
- (a) managing the project, directing and coordinating project staff;
  - (b) responsibility for the delivery of all TCC Services described in this Service Schedule;
  - (c) Negotiating the impact of any agreed written changes to the Service Schedule with you;
  - (d) establishing and maintaining the project schedule;
  - (e) monitoring the project status and resolving issues in a timely manner;
  - (f) escalating issues to you for resolution where a decision from you is required;
  - (g) establishing agreed documentation and procedural standards;
  - (h) conducting project status meetings;
  - (i) preparing and submitting status reports, including, as appropriate:
    - (i) activities performed during the reporting period;
    - (ii) activities planned for the next reporting period;
    - (iii) project change control summary;
    - (iv) problems, concerns, and recommendations; and
    - (v) issue management and tracking.
- 9.9 Installation of your service will occur Monday – Friday (excluding public holidays) between 8am and 6pm. If required we will perform installation services outside of these hours but this will incur additional charges. We will agree any additional charges with you before we commence the relevant work. TCC installation includes, if applicable, migration of your existing telephony services to the TCC platform. During this migration you acknowledge that there may be periods of service disruption.
- 9.10 Unless otherwise agreed and expressly noted in Att 1 to Schedule 11, travel to Regional/Remote Sites

- (a) provide a project manager (or agreed level of support) to assist with the installation of your TCC Service;
  - (b) provide accurate user information and other user requirements to successfully configure the system and devices, including End User data stored in active directory, at least 10 days in advance of deployment;
  - (c) let us or our sub-contractors access your site (on reasonable notice) to deliver the equipment to you and perform the installation;
  - (d) provide us and our subcontractors with a safe working environment, reasonable access to your network, systems and personnel and all reasonable assistance;
  - (e) if your TCC Devices have been delivered to you before installation, make sure that the TCC Devices are made available to us for installation and securely stored beforehand;
  - (f) provide us read only access to your customer directory;
  - (g) provide any required hardware or software, including the installation, configuration and integration of that hardware or software that is not identified in the Site Schedule (you have to perform any equipment or application integration activity that is not specifically identified in the Site Schedule);
  - (h) load, install and configure any software bought from us eg Jabber onto your existing equipment including but not limited to any personal computers (PC), servers and mobile phones, PDAs or smart phones;
  - (i) provide a suitable LAN platform that preferably supports POE for handsets and must support Quality of Service (QoS) for IP Telephony;
  - (j) provide power sockets as required such as for non-power over Ethernet devices such as ATA's or for handsets if you have non-POE network;
  - (k) provide a suitable cable and termination for analogue gateways (such as a RJ-21 interface for a VG-224); and
  - (l) provide sufficient space and logical and physical resources to accommodate the TCC Service at your site.
- 9.14 If you do not do any of the things we ask you to, the installation of your TCC Devices may be delayed, and we may have to reschedule the installation. You must pay us any additional costs we incur (including internal labour costs) as a result of being unable to perform the installation as originally schedule.
- 9.15 You can ask us to carry out a site audit of your environment to determine whether your site has sufficient space and resources to accommodate your TCC Service, and if it doesn't, what changes are required. If we agree to do so, an additional charge will apply and we'll tell you what that charge is before we conduct the audit.

#### TCC TRAINING

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