

## **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:

<b>MAC TYPE</b>	<b>DESCRIPTION</b>	<b>EXAMPLE</b>
<b>Soft Simple</b>	Changes an End User's existing telephony features	Change call forward or auto answer settings
<b>Soft Complex</b>	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
<b>Hard Complex</b>	Soft complex changes that also require new hardware and/or a site visit from us	Order new worker types with rental handsets
<b>Professional Service</b>	Ad hoc requests that require professional services from us	Move handsets from one floor to another
<b>Projects</b>	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:

<b>MAC TYPE</b>	<b>UPFRONT CHARGE</b>	<b>ON-GOING CHARGE</b>
<b>Soft Simple</b>	• No Charge	• No Charge
<b>Soft Complex</b>		
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
<b>Hard Complex</b>		
Order new Worker Type Package with BYO TCC Device	• Activation and BYO Device Fee	• Worker Type Package Fee
Order & activate new TCC Device for existing Worker Type	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	
Order & activate new TCC Worker Type and Device	• Activation and Installation Fee	• TCC Device Rental Fee (if applicable)
	• TCC Device Charge	• Worker Type Package
Deactivate TCC Device Rental or TCC Repayment	• Early Termination Fee	• No Charge
New TCC Additional Equipment	• TCC Additional Equipment Charge	• No Charge
On-site visit / additional labour Charge	• Quoted as required as per Telstra rate card	• No Charge
<b>Professional Services</b>		
Move 'X' number of handsets	• Price on application	• Not applicable
End User &/or Train the Trainer Training	• Standard Training Packages Charge	• Not applicable
	• Regional/ Remote	

	Sites Surcharge (if applicable)	
Site Readiness Assessment	<ul style="list-style-type: none"> <li>Standard Site Readiness Assessment Charge</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
	<ul style="list-style-type: none"> <li>Regional/ Remote Sites Surcharge (if applicable)</li> </ul>	
Other services (e.g. Business Consultancy)	<ul style="list-style-type: none"> <li>Price on application</li> </ul>	<ul style="list-style-type: none"> <li>Not applicable</li> </ul>
<b>Projects</b>	<ul style="list-style-type: none"> <li>Price on application</li> </ul>	<ul style="list-style-type: none"> <li>Price on application</li> </ul>

10.35 The standard pricing for MAC is set out below :

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

<b>TCC Rental Fee</b>	As per current TCC Equipment price list	See Clause 10.36
<b>TCC Additional Equipment Charge</b>	As per current TCC Equipment price list	See Clause 10.36
<b>End User Training (Handset, Administrator Portal and Intelligent Routing)</b>	\$1600 /day	See Clauses 9.19 to 9.22 for details
<b>Train the Trainer</b>	\$1600 /day	See Clauses 9.23 to 9.25 for details
<b>Site Readiness Assessment</b>	\$2000 /site	See Clauses 9.1 to 9.4 for details
<b>Regional / Remote Site Surcharge</b>	\$600 /day	
<b>Price on Application</b>	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 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:

<b>SERVICE LEVELS</b>	<b>PROACTIVE</b>	<b>PROACTIVE PLUS</b>
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
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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
<b>Service Level Report:</b> report outlining Telstra's performance against the service level targets (e.g. response and restore times)	√	√
<b>Voice Quality:</b> report available from time to time on request outlining the quality of voice calling for the customer including MOS scores, jitter & packet loss	√	√
<b>Call Performance:</b> report outlining details on calling across your service (e.g. call failure rate, calls attempted, calls completed, etc.)	√	√
<b>Alarm Report:</b> report outlining the alarms raised on your service via our proactive monitoring	√	√
<b>Registered Devices:</b> report outlining the endpoints (e.g. IP Phones, gateways) registered against your service	√	√
<b>Stewardship Report:</b> An annual report that contains: <ul style="list-style-type: none"> <li>• Year in review (summary of the year which includes business review, service impact assessment, service subscribed, service usage)</li> <li>• Avoidance Report (identify potential issue that can be avoided e.g. bandwidth saturation)</li> <li>• Service Impact Assessment (assess performance, availability and its impact)</li> <li>• Service description (services undertaken as an offering, e.g. L1 Service helpdesk call volumes and time to respond and resolve issues)</li> <li>• End of life equipment</li> </ul>	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**

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### **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**

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### **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**

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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**

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- 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 we 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

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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.