

# SERVICE SCHEDULE – GLOBAL VOICE OVER IP OUTBOUND



## 1 SERVICE DESCRIPTION

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- 1.1 The Global Voice Over IP (**GVoIP**) Outbound service provides outbound international voice, fax or modem calls via our VoIP platform (**GVoIP Outbound Service**).
- 1.2 Subject to the Service Order Form, the GVoIP Outbound Service is comprised of:
- (a) **Telephone Numbers**, which may be a:
    - (i) Toll-Free Number; and/or
    - (ii) Direct Inward Dialling (DID) Number;
  - (b) **GVoIP Outbound Service**, which is an outbound GVoIP service for outbound international voice, fax or modem calls originating from an IP Phone, IP PBX, or your unified communication system at your Site. The GVoIP Outbound Service transmits signals from your Site over your Associated Service utilising our VoIP PoP's, terminating via our transit carrier partner as an international direct dial call on the PSTN or local mobile network in a Destination Country; and
  - (c) **Call records**, for the GVoIP Outbound Service via a secure web portal.
- 1.3 The GVoIP Outbound Service does not include:
- (a) GVoIP Inbound Service (which is separately available);
  - (b) your Associated Service;
  - (c) your IP telephony equipment including your IP phone system, PBX infrastructure or unified communications systems; or
  - (d) any other CPE including routers, session border controllers, call managers and call servers required to generate voice calls on your Associated Service.
- 1.4 Your GVoIP Outbound Service can be configured with either Premium Routing or Gold Routing (for which additional charges may apply) as specified in the Service Order Form.

## 2 CHARGES

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- 2.1 The charges for your GVoIP Outbound Service are set out in your Service Order Form and include:
- (a) non-recurring charges (**NRC**);
  - (b) monthly recurring charges (**MRC**); and
  - (c) variable call usage charges as set out in the rate card attached to your Service Order Form (**Rate Card**). The minimum duration charges for each call are applied for the first 30 seconds (or lesser time period). After the first 30 seconds, usage is calculated and charged in six (6) second blocks. Partial use of a six (6) second block will be charged as a six (6) second block. Invoices will show the charge for each call calculated to two decimal places.
- 2.2 In the event that you terminate a call in a country that is not included on the Rate Card, those calls will be charged according to our standard rates as at the date of the call.
- 2.3 We may change the rates in the Rate Card, but we must provide you with seven (7) days' notice prior to any change.
- 2.4 If you cancel a GVoIP Outbound Service we may charge you a fixed number cancellation charge as set out in the Rate Card.
- 2.5 If fraudulent calls originate from your network, we will charge you for such calls in accordance with the rates in the Rate Card or our standard rates and you agree to pay such charges. You may request for a waiver of the charges mentioned in this clause 2.5 by providing us with a written request and sufficient evidence of the fraudulent calls (such as a national police report). The grant of such waiver is at our sole discretion.
- 2.6 We will block all suspicious calls which we receive on our network to protect you from malicious fraud traffic. This

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does not relieve you from payment for calls which you send to us.

## 3 TERM AND TERMINATION

- 3.1 The Service Term for your GVoIP Outbound Service commences on the date that the GVoIP Outbound Service is made available for you to use (**Service Start Date**) and continues for the Initial Period unless terminated or renewed in accordance with the Agreement Terms.
- 3.2 The Initial Period for the GVoIP Outbound Service is specified in the Service Order Form, or if no period is specified then the Initial Period is 12 months (**Initial Period**).
- 3.3 If an Early Termination Event occurs during:
- (a) the Installation Period for your GVoIP Outbound Service, the early termination charge is a sum equal to:
    - (i) the costs reasonably incurred by us up to the date of the Early Termination Event; and
    - (ii) a sum equal to any amounts payable by us to our Service Provider for termination of your GVoIP Outbound Service prior to the end of the Initial Period; or
  - (b) the Initial Period for your GVoIP Outbound Service, the early termination charge is a sum equal to the charges that would have been payable by you for your GVoIP Outbound Service for the remainder of that Initial Period, if the Early Termination Event had not occurred.

## 4 SERVICE PROVISIONING

- 4.1 After acceptance of a Service Order Form, we will carry out a feasibility assessment for the GVoIP Outbound Service. If the assessment reveals that the GVoIP Outbound Service is unavailable or additional costs (including costs arising from capital works) are required to deliver the GVoIP Outbound Service, we may propose an amendment to the GVoIP Outbound Service and the charges for the GVoIP Outbound Service by notice to you. If you do not accept the amended GVoIP Outbound Service or the amended charges, you may cancel the GVoIP Outbound Service provided that you reimburse us of any third-party costs that we reasonably incur in relation to your termination of the GVoIP Outbound Service.
- 4.2 All delivery dates noted within the Service Order Form are indicative.
- 4.3 We will provide you with a test period of three (3) Business Days, commencing on the date we notify you that the GVoIP Outbound Service is ready for testing (**Test Period**). If, prior to the conclusion of the Test Period:
- (a) you notify us of a suspected provisioning fault, we will investigate and rectify any fault before re-delivering the GVoIP Outbound Service to you. A new Test Period will begin on the date of re-delivery. If we are able to certify through test that there is no fault, you will be deemed to have accepted the GVoIP Outbound Service on completion of the Test Period and we will make the GVoIP Outbound Service available to you from that date; or
  - (b) you do not notify us of a suspected provisioning fault, you are deemed to have accepted the GVoIP Outbound Service and we will make the GVoIP Outbound Service available to you from that date.

## 5 SERVICE RESTORATION TARGETS

### Mean time to restoration (MTTR)

- 5.1 We will aim to meet a MTTR target depending on the severity of the incident as listed in the table below.
- 5.2 If the actual MTTR of a service exceeds four (4) hours for a month, you may claim the following credit:

| Mean Time to Restore                 | Credit     |
|--------------------------------------|------------|
| Between 241 minutes and 480 minutes  | 5% of MRC  |
| Between 481 minutes to 960 minutes   | 6% of MRC  |
| Between 961 minutes and 1440 minutes | 8% of MRC  |
| In excess of 24 hours                | 10% of MRC |

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## Call Quality

- 5.3 We do not guarantee that the call quality on calls made through your GVoIP Outbound Service will meet or exceed a certain level.
- 5.4 Temporary interruptions and packet loss may occur from time to time. There may be variable delay and data throughput rates, which will directly affect the availability and quality of your GVoIP Outbound Service. We are not able to prevent these from occurring on your GVoIP Outbound Service and that this may result in call disconnection, corrupt audio or video calls or delayed audio calls. You should also be aware that we are not able to prevent these from occurring on your and that this may result in call disconnection, corrupt audio or video calls or delayed audio calls.
- 5.5 For information purposes only, the service availability target for the GVoIP Outbound Service core platform is 99.95% with dual SBC PoP connection for redundancy. We aim to, but do not promise to, meet this target. This does not include the IP VPN/MPLS and Internet connection. For the avoidance of doubt, this is not a service level and you are not entitled to any credit if availability does not meet this target other than as expressly set out in this clause 5.

## Call Line Identification Number

- 5.6 We will try (but do not promise) to provide the call line identification information for the incoming call over your GVoIP Outbound Service. You are not permitted to request us to change, alter or hide the call line identification information.
- 5.7 You must comply with local regulations of the Destination Countries with respect to the caller line identification.

## Proactive Monitoring

- 5.8 We will provide you with proactive monitoring of the necessary voice platform systems which enable escalation and identification of any platform faults.

## 6 MAXIMUM CREDIT ENTITLEMENTS

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- 6.1 The aggregate rebate payable in a month under these MTTR in respect of your GVoIP Outbound Service is subject to a maximum of 10% of the monthly recurring charges in that month.

## 7 YOUR OBLIGATIONS

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- 7.1 You must;
- (a) comply at all times with all Applicable Laws;
  - (b) ensure that you complete all tests (including any installation tests) that we request you to do;
  - (c) ensure that the country of GVoIP Outbound Service origination of calls from your Site, and the Destination Country, are not the same country;
  - (d) ensure that CPE is compatible with our GVoIP Outbound Service configuration requirements;
  - (e) provide us with at least 45 days' written notice if you wish to cancel your GVoIP Outbound Service;
  - (f) provide us with at least 30 days' written notice if you wish to add or remove any call routing;
  - (g) ensure that the required call prefix, call distribution, VoIP protocols and configuration requirements, as notified by us, are implemented and operated between your call process devices (such as PBX or call manager) and our VoIP Gateways;
  - (h) provide us with at least five (5) Business Days' prior written notice if you wish to conduct any maintenance work at your Site (including, without limitation, changing your servers or redirecting your current connection to another connection) and you require our assistance during this period (**Maintenance Period**). We may charge you in accordance with our standard rates and you agree to pay such charges for our assistance during the Maintenance Period or for any assistance related to your maintenance work. We are not responsible or liable for any losses you may incur during the Maintenance Period if you fail to provide us with the stipulated notice period in this clause or fail to provide sufficient instructions or requests relating to the assistance required from us;
  - (i) not perform, allow or procure interconnection between an IP network provided by us and any other network (including the local PSTN), without our prior written consent; and

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(j) not resell the GVoIP Outbound Service without our prior written consent which we may give or withhold in our absolute discretion.

7.2 You are solely responsible for selecting, providing, setting up, configuring and maintaining any CPE required to receive and make calls on your GVoIP Outbound Service, and all physical connections (including devices such as a call manager) and configuration of software, unless we agree to provide or manage it for you.

7.3 You agree that the GVoIP Outbound Service must traverse our VoIP Gateway, and any conversion from PSTN to VoIP must be effected by our VoIP Gateway.

7.4 You agree that the GVoIP Outbound Service may only be used for termination of international outbound voice, fax and modem calls sent to us in standard E.164 format (e.g. country code, area code and number). Unless advised and agreed by us in writing, you may not use this GVoIP Outbound Service to terminate any other types of calls (such as local calls, national long-distance calls, international and domestic toll-free calls, informational calls or emergency calls).

7.5 Emergency Calling. GVoIP Outbound Service is not a traditional telephone service or a replacement for traditional telephone service. There are important differences between traditional telephone services and GVoIP Outbound Service, including that GVoIP Outbound Service does not support or carry emergency calling to any emergency services personnel or public safety answering points (**Emergency Services**) such as 911. You and your end users understand and agree that it is your responsibility to:

(a) make alternative arrangements for you and your end users using GVoIP Outbound Service to access Emergency Services; and

(b) inform all end users that may use GVoIP Outbound Service of these limitations and how they may access Emergency Services via other means, including the alternative arrangements that you have made available.

Neither Telstra nor its affiliates are liable for any damages resulting from any Emergency Services call or any inability to place or complete an Emergency Services call utilizing GVoIP Outbound Service. You agree to indemnify and hold Telstra harmless for any claims related to your or your end users referring or relating to any Emergency Services call or any inability to place or complete an Emergency Services call utilizing GVoIP Outbound Service.

7.6 You may only use the GVoIP Outbound Service in conjunction with an Associated Service.

7.7 Your Associated Service must be:

(a) a Global IP VPN Service provided by us;

(b) Global Internet Direct Service provided by us; or

(c) any other carriage services provided by us.

7.8 We may cancel or suspend your GVoIP Outbound Service if your Associated Service ends for any reason.

7.9 The GVoIP Outbound Service may only be used for origination of calls from your Site in any country unless notified by us to you. If we notify you that you are not permitted to make outbound calls from a particular country, then you must cease to use the GVoIP Outbound Service to originate calls from that country from the date specified in the notice.

## 8 DEFINITIONS

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8.1 In this Service Schedule, unless otherwise stated:

**Applicable Law** means any law in force in a jurisdiction where the GVoIP Outbound Service is being supplied or used or which regulates the supply or use of the GVoIP Outbound Service and includes:

(a) any applicable determination, obligation, code, licence condition, decision or direction of any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency; and

(b) any applicable international convention or agreement.

**Approved Origination Country** means those countries which are identified as approved origination countries in your Service Order Form, and any other country that we notify you is an Approved Origination Country.

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**Associated Service** means the service that supports GVoIP Outbound Service.

**CPE** means customer premises equipment and includes any hardware, software (including a call manager device) routers or other equipment that you may need at your Site to access the GVoIP Outbound Service.

**Destination Country** means the country in which calls are terminated.

**Direct Inward Dialling** means local telephone numbers for calling into a PBX system.

**Early Termination Event** means the cancellation of a GVoIP Outbound Service for any reason other than our material breach.

**Gold Routing** means routing in which the call will be routed to our direct interconnections with the end terminating network.

**GVoIP Inbound Service**, which is an inbound GVoIP service for international voice, fax or modem calls which originates from an Approved Origination Country using a toll free or local number provided by us and which transmits via our transit carrier partner to our VoIP Gateways.

**Initial Period** has the meaning given in clause 3.2.

**Installation Period** for the GVoIP Outbound Service means the period between the execution date of any order and the Service Start Date for that GVoIP Outbound Service.

**PBX** means a private branch exchange which is located in an office or building that provides voice and data extension lines and an access point to the public network; including IP Centrix hosted PBX and Time Division Multiplex (TDM) based PBXs, either managed by us or you.

**Premium Routing** means routing in which the call will be routed via a transit supplier who has a direct interconnection in the destination country.

**Public Switched Telephone Network** or **PSTN** means, any public switched telephone network used to carry circuit switched voice data, whether provided by us or another carriage service provider.

**Rate Card** has the meaning given in clause 2.1.

**Service Order Form** has the meaning given in the Global Business Service Agreement.

**Service Provider** means a service provider from whom we acquire any GVoIP Outbound Service for the purpose of reselling the GVoIP Outbound Service to you.

**Service Term** means the Initial Period and any subsequent renewal period for that GVoIP Outbound Service.

**Site** means each of your sites that are connected to the GVoIP Outbound Service using an Associated Service.

**Toll Free Number** means telephone numbers with distinct codes that can be dialled from landlines with no charge to the person placing the call.

**Voice over Internet Protocol** or **VoIP** means a technology developed to set up, convert, compress, transport, and tear down telephone calls over a data backbone which could be your private data network (IP VPN) or Internet network.

**VoIP Gateways** means our PSTN to IP gateways used to provide the GVoIP Outbound Service.