

## Service Terms – IP Voice (SIP Line & SIP Trunk)

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## Introduction

These Service Terms are for the supply and operation of IP Voice services between the Public Switched Telephone Network and Customers premises located within Australia. Further it defines the metrics under which the product is supplied, operated and support services are offered.

This service schedule will apply to the first and any subsequent Service Order of IP Voice services.

## Definitions

### General

- **“Customer”** means a natural person or registered commercial entity that has entered into a commercial relationship with Telarus for the purpose of procuring services as identified upon a Service Order.
- **“Customer Specific Terms”** means an agreement between Telarus and customer specifying terms, conditions, metrics or deliverables over and above or in addition to those specified within the SFOA, SLA or Service Terms.
- **“Service Order”** means a form approved by Telarus, made by the customer for the provision of Services by Telarus.
- **“Standard Telephone Line”** means a Public Switched Telephony Service, upon which a dial tone is presented and provisioned upon a pair of metallic wires, originating from a Telephone exchange and delivered in a contiguous manner to a customer premises.
- **“Internet Protocol (IPv4) or (IPv6)”** refers to Internet Engineering Task Force (IETF) publication RFC 791 and RFC 2460 respectively.
- **“Voice over Internet Protocol (VoIP)”** means a voice communication between two or more parties, transmitted in part or in total by Internet Protocol.
- **“Session Initiation Protocol (SIP)”** refers to Internet Engineering Task Force (IETF) publication RFC 3261.
- **“Service Number”** means a sequence of digits used as a unique identifier for a telephony Service, often referred to as a “telephone number”.
- **“ENUM”** refers to Internet Engineering Task Force (IETF) publication RFC 3761 and RFC 6116.
- **“Integrated Public Number Database (IPND)”** refers to the telecommunications Amendment (Integrated Public Number Database) Act 2006.
- **“Local Number Portability (LNP)”** means a technical capability to move Service Numbers between service provider networks, permitting a Customer to retain a Service Number while changing service providers.
- **“Geographic Numbers”** means a Service Number associated to a specified Service Address.
- **“Area Code”** means the prefix to a Service Number as detailed within the Telecommunications Numbering Plan 1997.
- **“Virtual Private Network (VPN)”** means a logical routing and switching domain for the transmission of communications upon the IP Protocol.
- **“Quality of Service (QoS)”** means a technical capability to identify in a granular manner information encapsulated within Internet Protocol and to prioritise the transmissions of same.
- **“LSS (Line Share Service)”** means a co-existence of multiple telecommunication services upon a single standard telephone line.
- **“SoftPhone”** means a logical device in the form of software installed upon a Customers computing systems providing a human interface for the purpose of making and receiving telephone calls.

- **“IP Handset”** means a physical device connected to a Customers network providing a human interface for the purpose of making and receiving telephone calls.
- **“Call Tariff”** means a financial charge incurred by the Customer through the use, intentional or otherwise of an IP Voice service.
- **“Tolled Charges”** means the measurement of elapsed time initiated and terminated by the use of an IP Voice service to which a Call Tariff applies.
- **“Included Value”** means Tolled Charges of specific Call Tariffs, summed to a minimum pre defined financial value.
- **“Contention” or “Contended”** means that the sum off all service communication capabilities cannot be supplied simultaneously.
- **“Ready For Service (RFS)”** means the calendar date at which service identified upon the Service Order is completed and available for use.
- **“Estimated Ready For Service (eRFS)”** means the estimated calendar date upon which a service will become Ready For Service.
- **“Minimum Term”** means the number of elapsed calendar months after the Ready For Service date, identified upon the Service Order and for which a customer commits to procure the service.
- **“Service Cancellation Date”** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **“IP Voice Order Withdrawal”** means a service order withdrawn by the customer greater than three business days prior to the eRFS date.
- **“IP Voice Late Order Withdrawal”** means a service order withdrawn by the customer less than 3 business days prior to the eRFS date and no greater than 3 business days prior to the estimated eRFS date.
- **“Customer Nominated Contact”** means email and telephone contact details of an authorised customer representative, supplied to Telarus for the purpose of formal communication.
- **“Resource” or “Service Resource”** means a unique billing element identified within the Telarus IP Voice service description.
- **“Effort”** means technical, logistic or administrative activities performed by Telarus, its partners, suppliers and vendors.
- **“Service Issue”** means a service resource is not performing as expected however is not deemed to be unavailable.
- **“Unavailable” or “Unavailability”** means a service resource is failing to perform within a tolerance of 30% of its defined operating parameters.
- **“Service Request”** means a request for assistance, submitted by the customer through a Telarus service channel.
- **“Demarcation”** means the point at which responsibility for Effort transfers between Telarus and the Customer.
- **“Response Time”** means the elapsed time between a customer making contact through a Telarus Service Channel and the contact being both acknowledged and reciprocated.
- **“Restoration Target”** means the targeted elapsed time following the prescribed response time during which Telarus will provide effort for the purpose of returning a service resource to defined operating parameters.

### Technical Support

- **“Business Hours”** means Telarus will provide effort between the hours of 8:00am and 5:00pm, Melbourne Local time, Monday through Friday excluding national public holidays.
- **“Support Hours”** means Telarus will provide effort between the hours of 7:00am and 8:00pm, Melbourne local time, Monday to Friday excluding national public holidays.

- **“After Hours”** means any time other than those included in “Support Hours” .
- **“24 Hours”** means Telarus will provide continuous effort until resolution.
- **“Service Channel”** means a Telarus approved medium of communication as detailed below.

| Service Channel | Contact  | Hours of service       | Severity        |
|-----------------|--|------------------------|-----------------|
| Telephone - NOC | 1300 788 848   | Support Hours          | Severity 1 to 5 |
| Email – NOC     | <a href="mailto:support@telarus.com.au">support@telarus.com.au</a> | 7am – 8pm Melbourne AU | Severity 4 & 5  |
| Pager – NOC     | 1300 788 848   | After Hours            | Severity 1 to 5 |

## Severity

- **“Severity 1”** means the unavailability of multiple service resources and redundant capability is not available or has been exhausted.
- **“Severity 2”** means the unavailability of an individual resource and redundant capability is not available or exhausted.
- **“Severity 3”** means the unavailability of an individual resource and automated redundancy is fulfilling demand.
- **“Severity 4”** means a service issue that has resulted in degraded performance of a service resource.
- **“Severity 5”** means a detected or suspected technical issue that is not currently impacting service availability / performance or a technical enquiry.

## Maintenance

- **“Scheduled Maintenance”** means a planned activity performed with customer notice and having a minimum notice period.
- **“Emergency Maintenance”** means activities required at short or without notice to rectify fault or failure of infrastructure and or software where without timely action a service may be degraded or fail.
- **“Hazard Notification”** means the issuing of a customer notice, identifying maintenance activities that have potential to impact upon a service resource.
- **“Customer Notice”** means a communication in written electronic form, delivered via Electronic Mail (email) to the customer nominated contact followed by an elapsed period of four hours.
- **“Lead Time”** means the elapsed time between customer notice and the commencement of maintenance activities.
- **“Notice Period”** means the elapsed time following a customer notice before effort may begin.
- **“Maintenance Window”** means a period in time used for the purpose of maintaining the hardware and software used.

## Service Description

Telarus IP Voice services provide a traditional telephony featured services upon an IPv4 data network often referred to as VoIP or SIP. Telarus IP Voice may be used to replace Plain Old Telephone Service (POTS) and Integrated Services Digital Network (ISDN) technologies in most circumstance.

Telarus provides IP Voice in two forms;

- **SIP Line**, (Service Resource) is a replacement for a Plain Old Telephony Service. This service supports a single simultaneous call between two Service Numbers. Customers connect to this service using an analogue telephone connected to the Telarus CPE, a SoftPhone installed upon a Customer's computer or an IP Handset supplied by Telarus.
- **SIP Trunk**, (Service Resource) is a replacement for digital telephony services such as ISDN. SIP Trunks are supplied with a number of channels in increments of one and up to 240 channels. Each channel will provide one inbound or outbound call at any single point in time and requires SIP compatible Customer equipment to operate. This Customer equipment such as a PBX or IP Telephony system must be installed at the Service Address.

Telarus IP Voice services require a suitable communications service to be installed and operational at the Service Address and all IP Voice service levels are conditional upon the operation and performance of this communications service. This communications service must provide Internet Protocol connectivity between the Service Address and the Internet or a Telarus Virtual Private Network and have adequate available capacity to transport the IP Voice calls. The quality of IP Voice calls is highly dependent upon the communications network carrying the call hence restrictions and limits apply.

Communications service requirements;

- Each simultaneous call is allocated 100Kbps of network capacity.
- Where QoS features are available, IP Voice must be allocated the highest priority with a reservation of 100Kbps per SIP Trunk channel or SIP Line service and not be oversubscribed.
- QoS reservations and IP Protocol markings must be honoured by all network equipment including Customer owned and managed equipment.
- The operation of IP Voice services upon Contended communication services such as ADSL2+ is not recommended as call quality can not be warranted.
- Upon contended communications services such as ADSL2+ and NBN, a maximum of 4 SIP Line services or 4 SIP Trunk channels are supported.

### **Customer Premises Equipment (CPE)**

IP Voice services require the provision and installation of equipment within the customer's premises (CPE). Responsibility of this CPE is nominated upon the Service Order.

Where BYO CPE has been selected.

- It is the Customer's responsibility to supply, configure and maintain any CPE required for the operation of the IP Voice service.
- BYO equipment does not qualify as a Service Resource for the purpose of Service Levels.

Where the CPE is Customer owned but supplied by Telarus

- Telarus will supply the equipment configured to operate with the IP Voice service.
- Telarus will provide an advanced replacement warranty from the RFS date for a period of 12 calendar months.
- Upon expiry of the advanced replacement warranty period, Customer owned CPE is excluded as a Service Resource for the purpose of Service Levels.

Where the CPE is owned by Telarus

- Telarus will supply the equipment configured to operate with the IP Voice service.
- All CPE equipment qualifies as a Service Resource for the purpose of Service Levels.

The following Customer Premises Equipment does not constitute a Service Resource and is not included in any Service Levels regardless of ownership.

- SoftPhone
- IP PBX

### **Service Numbers**

- Telarus IP Voice Service Numbers are associated with the geographic location (Service Address) as specified upon the Service Order. While technical capabilities exist for these Service Numbers to be portable, Telarus requires at all times any Service Number supplied to remain at the Service Address as specified upon the Service Order. The relocation of Service Numbers by a Customer may result in the misdirection of emergency services and delays receiving assistance.
- A Customer acknowledges they have no right, title or interest in any Service Number allocated to them as part of the Telarus IP Voice service. Telarus complies with the National Numbering Plan and reserves the right to alter or replace any Service Number as a result of compliance with the National Numbering Plan or any direction from the ACMA.
- Where an IP Voice service includes the provision of a phone number, Telarus will mark the phone number as 'unlisted' in the IPND's directory listing.
- Unless requested a Customer's CLI may be sent whenever the IP Voice service is used. A Customer may request the CLI blocking of their IP Voice service. This may be requested upon the Service Order or at any time through a Telarus Service Channel. Request for CLI blocking will be handled as a Severity 5 Service Request.

### **Local Number Portability**

Local Number Portability facilitates the relocation of Service Numbers between service providers within a specific geographic region. Telarus IP Voice products support the porting of numbers from the following carriers subject to qualification and acceptance by both Telarus and the losing carrier.

- Telstra
- Optus
- AAPT
- Primus
- Verizon
- Soul/TPG
- GoTalk
- iiNet
- Symbio Networks

Porting of numbers between carriers requires qualification by Telarus. Telarus cannot guarantee that a particular number or number range can be ported prior to confirmation by Telarus.

Often when porting numbers between service providers a Customer's incumbent carrier (the losing carrier) will charge fees for this service in addition to any early termination fees if applicable. The Customer remains liable for any fees or charges invoiced by the incumbent carrier in addition to those charged by Telarus.

## Customer Service Guarantee Waiver

Part 5 of the Telecommunications (Customer Service Guarantee) Standard 2011 (CSG) permits Telarus to propose that a Customer waive the protections and rights provided for under the CSG. The CSG contains performance standards which carriage service providers such as Telarus are required to fulfill (unless the Customer has waived these performance standards). More information in relation to the CSG is available on the Australian Communications and Media Authority's website. [www.acma.gov.au](http://www.acma.gov.au).

IP Voice services provide significantly lower call costs in comparison to a Standard Telephony Line provided upon the public switched telephone network. Telarus is only able to provide this service on the basis that it is not required to meet the CSG performance standards. Telarus requires all IP Voice Customers to waive their rights under and in respect of the CSG. **However, in place of the CSG performance standards, Telarus offers commercial Service Levels as detailed in the relevant sections of this document.**

The protections and rights a Customer is required to waive are:

- The provision of written information. The CSG requires carriage service providers to at least every two years give written information to each Customer about:
  - The performance standards that apply to the supply of specific services;
  - The obligations of the provider under those standards;
  - The Customers entitlements to damages under the Telecommunications (Customer Protection and Service Standard) Act 1999 for contravention of the performance standards; and
  - On request, provide information to the Customer about a performance standard.
- Guaranteed maximum service connection periods.
- Guaranteed maximum fault rectification periods.
- Making and changing appointments.
  - Making appointments with Customers at times that are convenient for the Customer.
  - Make appointments with Customers that are either for a particular time of the day or to nominate a five hour period during which the appointment will occur; and
  - Change appointment by giving at least 24 hours notice or by obtaining the agreement of the Customer to the change.

If the Customer waives its rights under the CSG, it is not able to claim compensation from Telarus for any failure to meet the prescribed performance standards in relation to the supply of IP Voice Services.

This waiver will take effect upon the Ready For Service (RFS) date and continue until such time as the IP Voice service is cancelled by the Customer.

## Provision of Services

- The standard provisioning interval for IP Voice services is 20 business days, commencing on the business day following acceptance of the order by Telarus.
- IP Voice services bundled with a communications service will be subject to a provisioning interval of the communications service, with the IP Voice provisioning interval occurring in parallel.
- Telarus will use all reasonable endeavours to provide each IP Voice service on the customer requested date, specified in the service order. In many cases Telarus will rely upon third parties to provide or supply equipment, access, circuits or cross-connects and therefore Telarus will not be liable for any delay installing the service. Any dates specified in the service order relating to service provisioning

are targets only. Telarus will provide the customer an estimated Ready For Service date (eRFS) and keep the customer informed as to order progress throughout the provisioning process.

- IP Voice services bundled with a communications services do not include the provision of cabling beyond the Network Boundary Point at each customer location. Customers are advised to check the availability of cabling within the intended customer location between the Network Boundary Point and desired location of Customer Premises Equipment.
- The installation of bundled communications services are subject to their respective Service Terms. Ordering an IP Voice service with a bundled communications service constitutes acceptance of all Service Terms applicable to the bundled communications service.
- Where additional cabling from the Network Boundary Point is required, the customer accepts responsibility for these works; and:
  - Cabling work within NBP's/MDF's/IDF's, including installation of splitters/filters and cabling, must be performed by a registered cabling contractor (see <http://www.acma.gov.au>);
  - It is the customers responsibility to ensure compliance with all Australian cabling standards and guidelines;
  - To the extent permitted by law, Telarus excludes all liability to the customer howsoever caused, whether it be in contract, tort, statute or at general law, for any loss suffered by the customer in connection with the installation; and
  - The customer indemnifies Telarus for any loss or damage suffered by Telarus in connection with the installation activities.
- Customers are required to provide a suitable physical location within their premises for the installation of the IP Voice service. This location should be available at the time of submitting a Service Order with Telarus.
- The installation location should include the following;
  - A suitable location for the installation of customer premises equipment such as a shelf within a communications rack, clear bench top or ventilated cupboard with forced air ventilation.
  - Safe and clear access to the installation location.
  - Two - 240v AC mains power outlets in close proximity to the installation location.
- Cabling between this installation location and any connection to Customer owned equipment necessary to utilise the IP Voice service is the responsibility of the Customer.
- The configuration of any Customer equipment required to use the IP Voice service remains the responsibility of the Customer. Telarus will provide all technical information required to use the service no less than 2 business days prior to the RFS date.
- The customer may request a Service Qualification Check prior to submitting a Service Order to determine availability and or suitability of the Service Address for IP Voice services. Telarus reserves the right to reject a Service Order if the Service Address does not pass the Service Qualification Check.
- Each Service Order contains a number of information fields essential to the timely delivery of IP Voice services. These fields identified by an asterix "\*" symbol upon the Service Order are required information fields. Omission of these fields may delay the issuing of an eRFS date until such time the required information is provided by the customer. Telarus is not liable for service provisioning delays caused by the omission or inaccuracy of required information fields upon a Service Order.

## Fees and Charges

Telarus IP Voice services are subject to Upfront, Fixed Monthly and Tolled Charges. All Upfront and Fixed Monthly charges are detailed upon each Service Order. Tolled Charges are incurred by the Customer through



use of the IP Voice service, are in addition to Upfront and Fixed Monthly charges, and are divided into six Call Tariffs.

#### Call Tariffs

- **On Net**, calls are those within a Customers allocation of IP Voice Service Numbers.
  - **Local**, calls are those made within a single Area Code between Geographic Numbers.
  - **National** calls, are those between Area Codes of Geographic Numbers. These calls are timed calls
  - **Calls to Mobile**, are those initiated from a Telarus IP Voice service and terminating upon a “digital mobile service” as defined in Schedule 4 of the Telecommunications Numbering Plan 1997.
  - **International** all calls outside the Australia access by the International access codes as defined in Schedule 4, Part 2, Telecommunications Numbering Plan 1997 call region. These calls are timed per second charged dependant upon the geographic destination. All International call tariffs are available upon the Telarus web site at [www.telarus.com.au/terms.html](http://www.telarus.com.au/terms.html) and update from time to time.
  - **Service & Information**, calls are those to a destination within Australia but to a Service Number other than described above. Ie those beginning with 13xxxx & 1300 xxx xxx
- All Tolled Charges are measured per seconds with a minimum duration of 30 seconds, rounded the nearest full cent per call, at the applicable Call Tariff.

Each IP Voice service may also be subject to service charges in addition to the monthly re-occurring charges. The customer must pay all fees detailed in the IP Voice Service Order, applicable to each service unless otherwise agreed by means of Customer Specific Terms.

#### Schedule of Fees – Service Charges

| Description                                    | Service Charge – Ex GST |
|--|-------------------------|
| SIP Line – Setup Charge                        | \$ 20.00                |
| SIP Trunk – Setup Charge – 12 Month Contract   | \$ 199.00               |
| SIP Trunk – Setup Charge – 24 Month Contract   | \$ 99.00                |
| SIP Trunk – Setup Charge – 36 Month Contract   | \$ 0.00                 |
|  |                         |
| Number Porting – Single Number                 | \$ 5.00                 |
| Number Porting – 2 to 5 Numbers                | \$ 140.00               |
| Number Porting – 6 to 20 Numbers               | \$ 175.00               |
| Number Porting – 21 to 100 Numbers             | \$ 355.00               |
| Number Porting – 101 to 200 Numbers            | \$ 500.00               |
| Number Porting – greater than Numbers          | \$ 1100.00              |
| Number Porting – Cutover scheduled After Hours | \$ 360.00               |
|  |                         |
| Service Order Withdrawal                       | \$ 120.00               |

#### Included Value call bundles

- Where a Customer has an IP Voice Included Value call bundle, all active IP Voice services under this account will automatically be associated with this Included Value call bundle and those Call Tariffs applied replacing the Default Call Tariffs.
- All Included Value Service Orders expire after the Minimum Term has elapsed.
- Upon expiry of the Minimum Term, Default Call Tariffs will resume for all IP Voice services upon a Customers account.
- A Customer can have only one Included Value call bundle at any point in time.

- If a Customer discontinues an Included Value call bundle, from that time forward the Default Call Tariffs identified upon the Service Order will apply. These Default Call Tariffs will continue until such time a new Included Value call bundle is undertaken by the Customer or until the IP Voice Service Order cancelled.
- Included Value bundles apply to the following Call Tariffs only
  - OnNet
  - Local
  - National
  - Calls to Mobile
- All other Call Tariffs are charged in addition to the Included Value call bundle at the published Call Tariffs available at [www.telarus.com.au/terms.html](http://www.telarus.com.au/terms.html) as amended from time to time.
- Usage in excess of the Included Value call bundle are charged at the Call Tariff shown upon the IP Voice, Included Value Service Order.
- A Customers Notice will be issued via email to the Customer Nominated Contact within 24 hours of a Customer reaching each below threshold of their Included Value call bundle.
  - 50%
  - 85%
  - 100%

## Term and Commencement

- Each IP Voice service will be supplied for the term specified in the Service Order, which may not be less than 1 Month.
- Once Telarus confirms that an IP Voice service is Ready For Service, Telarus will notify the customer contact identified upon the Service Order via email.
- The term for each IP Voice service commences on the RFS date unless otherwise agreed in writing by both parties.

## Service Order Cancellation

A customer may request the cancellation of a Service Order at any time. Such requests must be communicated in writing by way of email communication to [customer.service@telarus.com.au](mailto:customer.service@telarus.com.au). A request for Service Cancellation is deemed to have been received upon written acknowledgement of the request from Telarus.

For each discrete Service Order the Minimum Term nominated will be upheld. Where the cancellation of a Service Order is requested prior to the elapsed Minimum Term identified upon the Service Order, the customer will be required to pay all remaining monthly reoccurring charges and any incurred once off charges.

Where the cancellation of a Service Order is requested after the elapsed Minimum Term identified upon the Service Order, the cancellation date will be 30 calendar days from receipt of the request for Service Order Cancellation.

Customers will remain liable for all service charges identified upon the Service Order and within this service schedule until and including Service Cancellation Date.

## Service Order Withdrawal

A customer may request the withdrawal of a Service Order no later than 3 business day prior to the Estimated Ready For Service (eRFS) date. Any request after this time may be accepted or declined at the sole discretion of Telarus. Such requests must be communicated in writing by way of email to "[customer.service@telarus.com.au](mailto:customer.service@telarus.com.au)". A request for IP Voice Service Order Withdrawal or IP Voice Late Service Order Withdrawal is deemed to have been received upon written acknowledgement of the customer's request from Telarus.

A fee is chargeable for each Service Order withdrawn as indicated within the Schedule of Fees.

## Service Levels

Telarus VoIP services are supplied with 24 \* 7 technical support. In the event a customer requires technical assistance the following targets apply.

### Response Time

In the event a customer requires technical assistance, customers must contact the Telarus Network Operations Centre (NOC) via one of the defined service channels appropriate to the severity and current time of day.

| Time of Day   | Service Channel | Response Time     |
|---------------|-----------------|-------------------|
| Support Hours | Telephone - NOC | 5 Minutes         |
| After Hours   | Pager – NOC     | 30 Minutes        |
| Support Hours | Email – NOC     | 60 Minutes        |
| After Hours   | Email – NOC     | Next Business Day |

### Technical Support

Technical support services are prioritised by severity and performed upon the basis of the below defined targets. Following the appropriate response time, Telarus effort is provided inline with customer nominated severity.

#### SIP Line

| Severity   | Effort        | Restoration Target |
|------------|---------------|--------------------|
| Severity 1 | 24 Hours      | Not Applicable     |
| Severity 2 | 24 Hours      | Not Applicable     |
| Severity 3 | 24 Hours      | Not Applicable     |
| Severity 4 | 24 Hours      | Best Effort        |
| Severity 5 | Support Hours | Best Effort        |

#### SIP Trunk

| Severity   | Effort        | Restoration Target |
|------------|---------------|--------------------|
| Severity 1 | 24 Hours      | 8 Hours            |
| Severity 2 | 24 Hours      | 8 Hours            |
| Severity 3 | 24 Hours      | 8 Hours            |
| Severity 4 | 24 Hours      | 8 Hours            |
| Severity 5 | Support Hours | 24 Hours           |

Where the severity of a technical support request is ambiguous, Telarus will provide support on a 24 Hour Basis until such time a severity is agreed by both Telarus and the Customer. If the nominated severity is deemed to be inappropriate, Telarus may downgrade or upgrade the nominated severity.

In the event multiple technical support requests are received in parallel, effort will be prioritised in order of severity. Multiple technical support requests of like severity will be addressed in parallel.

Technical support is provided for each of the service resources, being physical, logical or both. Refer to the product description for definition and description of each service resource. Technical support beyond that of the service resource may be provided at the discretion of Telarus.

## Escalation

A customer may at any time request that a service request be escalated to Telarus management. This request may be verbal or in writing through a specified Telarus service channel. All requests for escalation will be responded to without delay.

## Service Maintenance

Maintenance and upgrades are essential to the ongoing reliability and security of any technology service. Maintenance activities will be required from time to time, some of which will be service impacting. Where possible, Telarus will perform these activities within scheduled maintenance windows after customer notice has been provided.

Maintenance activities will be performed by Telarus under the three defined criteria.

- Hazard Notification
- Scheduled Maintenance
- Emergency Maintenance

| Maintenance Type | Minimum Notice Period |
|------------------|-----------------------|
| Hazard           | 12 Hours              |
| Scheduled        | 7 Days                |
| Emergency        | Best Effort           |

All maintenance activities are performed under the Telarus change control processes.

## Service Availability & Rebates

The Service Level Availability target represents the percentage of time the VoIP service is expected to be available to the customer during a given month.

The following time periods are excluded from the unavailable time calculation: (Excluded Hours)

- Scheduled Maintenance
- Any remediation activities to provide a safe work environment.
- Unavailable time caused by force majeure;
- Unavailable time caused by suspension or termination of the service as required by law or as otherwise permitted in the Standard Form of Agreement;
- Unavailable time resulting from a customer request for scheduled maintenance.
- Unavailable time resulting from an electrical failure at the customers premises.

Telarus offers a service availability target of 99.9% within any given calendar month for VoIP services.

Service availability rebates are calculated in accordance with the formula defined below:

- Service Hours = Total Hours in Calendar Month – Excluded Hours
- Measured Availability = Service Hours – Unavailable Hours
- Service Level Availability = Measured Availability / Service Hours \* 100

### Rebates Due To Service Unavailability

When service level availability falls below 99.9% for each discrete service resource, a rebate will be calculated as a proportion of the monthly recurring charge and will be applied as a credit to the account that the service resides upon. Such rebates will be calculated according to the following:

| Total Unavailable hours in any month    | % rebate of the Monthly Recurring Charge |
|---|--|
| More than 1 hours but less than 4 hours | 10%                                      |
| More than 4 hours                       | 30%                                      |

Claims under this SLA must be made within twenty (20) business days of restoration of the fault. Customers should submit claims in writing to their Account Executive.

## Customer Agreement

- The Customer agrees to the Customer Service Guarantee Waiver.
- Where a customer has or is acquiring an Alarm or Medical Monitoring Service the customer may need to install additional equipment to be able to use these services upon an IP Voice service. The supply, installation and maintenance of any such equipment is not at the cost of Telarus.
- Telarus may at any time change the delivery method or supplier of IP Voice services.
- IP Voice services are provided by way of third-party networks from multiple tier one and two carriers.
- IP Voice services are not guaranteed to always be available, a Service Level Agreement for availability, fault response and resolution is included in this service schedule.
- During the porting of Service Numbers to Telarus there may be a brief period when the service may be interrupted. Telarus and its suppliers are not liable for any interruption or delay in the Service Number porting process.
- Neither Telarus nor its suppliers are liable to the customer in any circumstances, including negligence, in relation to any service supplied to the customer, any delay in supplying the service or any failure to supply the service.
- The customer agrees to comply with the Telarus “Acceptable Use Policy” available from [www.telarus.com.au/terms.html](http://www.telarus.com.au/terms.html)
- Where an IP Voice service is bundled with a communications service, the Customer by signing the IP Voice Service Order, also accepts the Service Terms applicable to the bundled communications service.
- Telarus or its suppliers may suspend or re-configure an IP Voice service if any of the events specified in this agreement occur, and whether or not this occurs, the customer remains liable for use of the service.
- The customer releases Telarus from all liability and indemnifies Telarus against all loss suffered by the customer in connection with any claims made or actions brought against Telarus (including 3<sup>rd</sup> parties) arising from:
  - Unavailability, suspension or cancellation of any customer service;
  - Cancellation of, or refusal to provide all incompatible products; or
  - Possible breaches of the Telecommunications Standard 2011 in respect to an “End User” to the extent that the loss is caused by the provision, transfer or cancellation of all or in part of the IP Voice service.
- The customer acknowledges that Telarus and or its suppliers have certain obligations to assist law enforcement and other government agencies, including a requirement to ensure it is capable of intercepting a communication passing over its network of facilities.