



Telarus Hosted Voice

Service Terms

Version 1.0

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1. Introduction

1.1 This section defines the Service Terms of the Telarus Hosted Voice product provided by Telarus to the Customers. This document forms part of our Standard Form of Agreement (SOFA), which includes the following:

- (a) General Terms and Conditions
- (b) Service Terms

2. Definitions

- **“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. Hereinafter it is referred to as “Customer”, “you”, “your”.
- **“Customer Data”** means all data or intellectual property which is owned by Customer and transferred into the Telarus environment for the purpose of using Telarus Service.
- **“Customer Nominated Contact”** means an email and telephone contact detail of an authorized customer representative, supplied to Telarus for the purpose of formal communication. (including system integrators)
- **“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.
- **“DMZ”** refers to the Demilitarized Zone: a physical or logical subnetwork that contains and exposes an organization's external-facing services to a larger and untrusted network (e.g.: Internet).
- **“Force majeure”** means an event or circumstance beyond the reasonable control of Telarus.
- **“Integrated Public Number Database (IPND)”** refers to the telecommunications Amendment (Integrated Public Number Database) Act 2006.
- **“Minimum contract period”** means the period specified in your Service Order that starts from the Service Commencement Date.
- **“MPLS VPN”** is a family of methods for using multiprotocol label switching (MPLS) to create virtual private networks (VPNs). MPLS VPN is a flexible method to transport and route several types of network traffic using an MPLS backbone.
- **“Nominal bandwidth”** means the bandwidth specified in your Service Order, the theoretical maximum bandwidth.
- **“Private Branch Exchange (PBX)”** is a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
- **“Ready For Service (RFS)”** means the calendar date at which service identified upon the Service Order is completed and available for use.

- **“Scheduled Maintenance”** means a planned activity performed with customer notice and having a minimum notice period.
- **“Service Cancellation Date”** means the calendar date upon which Telarus has provisioned and starts to provide the service identified upon a Service Order.
- **“Service Commencement Date”** means the calendar date upon which Telarus will cease to provide the service identified upon a Service Order.
- **“Service Level”** means the percentage of time within a calendar month when the service is available to the Customer.
- **“Service Level Rebate”** means the available refund to Customer for a service due to specific duration of service outage.
- **“Session Initiation Protocol (SIP)”** refers to Internet Engineering Task Force (IETF) publication RFC 3261.
- **“Telarus”** means Telarus Pty Ltd ABN 56 099 202 721 Level 8, 473 Bourke Street, Melbourne, Victoria trading as Telarus. Hereinafter it is referred to as “Telarus”, “we”, “us”, “our”.
- **“TMS”** refers to Telarus Managed Security, a centralised solution applied at the public gateway to protect customer sites and resources on their managed private network from external security threats.
- **“Unavailability”** means a service resource is failing to perform within a tolerance of 30% of its defined operating parameters.
- **“VDC”** Virtual Data Centre, consisting of a hyper-convergent solution of Dell (hardware) and Nutanix (software) where Compute and Storage resources are contained in a single silo with intelligent software over the top to administer and manage the solution.

3. Telarus Hosted Voice Offerings and Service

3.1 Telarus Hosted Voice provides customers with a tailored solution which integrates your data and voice services into a single managed-cloud platform with the protection from Telarus Managed Security. Customers will apply for an allocation of the following components:

- (a) Telarus Virtual Data Centre (VDC);
- (b) Hosted Voice PBX Package: including handset, collaboration tools, and ongoing support;
- (c) SIP channels;
- (d) Telarus Managed Security or TMS-Voice;
- (e) Telarus managed network connection.

3.2 For all components except (b), check the corresponding Service Terms to see detailed offerings for each service.

3.3 For the component PBX package, customer may choose to:



- (a) Pay in full as an upfront cost, and then you will own all the hardware at the Service Commencement Date. There are no charges on hardware in case of an early termination; or
- (b) Pay a monthly recurring charge for the whole contract term, the monthly recurring charge is a rental arrangement. And then Telarus will own all the hardware which shall be returned to Telarus upon Service Termination Date. Hardware charges apply in case of an early termination, see Clause 9.5 for details.

3.4 Telarus reserve the right to change the Hosted Voice offerings with 15 calendar days' notice to Customers at any time.

4. Contract and Payment

4.1 Telarus Hosted Voice solution has a minimum contract term of 12 months, or as shown in your Service Order. Customers can either select a fixed time contract of 12/24/36 months.

4.2 Payment for the Hosted Voice service is required to be in advance. Customers are required to pay for the service monthly.

5. Billing

5.1 Billing of the base services is issued monthly in advance at the beginning of each calendar month.

5.2 Call charges and any other variable service costs are billed monthly in arrears.

5.3 Customer adjustment of service are billed monthly in arrears.

5.4 Invoice can be delivered electronically to Customer Nominated Contact.

6. Service Provisioning

6.1 The standard provisioning time for Hosted Voice PBX package is 10 business days. For the provisioning time for other components of the solution, see corresponding Telarus Service Terms for details.

6.2 The overall provisioning time will depend on that of the component which takes the longest period.



- 6.3 You may request a Service Qualification Check prior to submitting a Service Order to determine availability and or suitability of the Service Address for Telarus Hosted Voice solution. Telarus reserve the right to reject a Service Order if the Service Address does not pass the Service Qualification Check.
- 6.4 The provisioning period starts when Telarus acknowledge your sign-off of Telarus Hosted Voice design document. Telarus will provide you an estimated Ready For Service (eRFS) date after finishing the design phase and keep you informed as to order process throughout the provisioning period.
- 6.5 Each Service Order contains a number of information fields essential to the timely provisioning of the Telarus Hosted Voice service. These fields identified by an asterisk "*" 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.
- 6.6 Telarus will engage the services from more than one carrier to fulfil the Hosted Voice solution. However, Telarus will act as the Single Point of Responsibility in the service provisioning process, including the installation and configuration of all devices.
- 6.7 Customers are required to provide a suitable physical location within their premises for the installation of the Hosted Voice solution. This location should be available at the time of submitting a Service Order with Telarus. Telarus will not be liable for any delays in provisioning should customer does not provide an adequate physical location for installation.
- 6.8 The requirement for a suitable installation location should include, but not limit to the following:
 - (a) A suitable location for the installation of customer premises equipment such as a PoE switch or power point at the desk;
 - (b) Safe and clear access to the installation location.

7. Security

- 7.1 Telarus assumes that any access to the Hosted Voice service is authorized by the customer. You are responsible for preventing any unintended access to your service. Customers will still be charged for usages of services if the service is used by a third party.
- 7.2 Telarus TMS will protect Customer data on the best-effort basis through DMZ port for the Hosted Voice solutions.

7.3 We reserve the right to suspend or terminate the Hosted Voice service if we reasonably believe there is a breach of security or a misuse of the service.

8. Service Numbers

8.1 Telarus Hosted 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.

8.2 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 comply with the National Numbering Plan and reserve 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.

8.3 Where a Hosted Voice service includes the provision of a phone number, Telarus will mark the phone number as 'unlisted' in the IPND's directory listing.

8.4 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.

- (a) Telstra
- (b) Optus
- (c) AAPT
- (d) Primus
- (e) Verizon
- (f) Soul/TPG
- (g) GoTalk
- (h) iiNet
- (i) Symbio Networks

8.5 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.

8.6 Customers acknowledge that during the porting process of service numbers, there may be a brief period when the service may be interrupted. Telarus are not liable for any interruption or delay in the Service Number porting process.

9. Service Changes

- 9.1 You can apply for changes of each component except PBX package at any time. You can apply for increase of PBX package at any time.
- 9.2 The service change application will need to be analysed and approved by Telarus on a case-by-case basis. Telarus reserve the right to reject a service change application.
- 9.3 There is a minimum requirement for the VDC and network connection components of Telarus Hosted Voice solution. The change request must meet these requirement, otherwise Telarus will reject the service changes.
- 9.4 Upon approving customer's service change request, Telarus will provide you an estimated Ready For Service (eRFS) date for the changed Hosted Voice solution.
- 9.5 For any early termination or cancellation of the Hosted Voice solution, customer is liable to pay Telarus the following:
 - (a) All outstanding balances for the PBX package; and
 - (b) All items listed in Clause 12 and 75 of Telarus Business Terms.
- 9.6 Telarus Hosted Voice service will not operate should Customer terminate any single component of the solution.
- 9.7 Telarus Hosted Voice equipment and hardware may only be used at Service Address specified in the Service Order. You need to follow the standard change request process by notifying Telarus in written form should there be an address relocation to your Hosted Voice solution. It would be considered as an agreement violation if you move the Hosted Voice service to another location without notifying Telarus in advance.

10. Demarcation

- 10.1 Customer acknowledges and agrees that Telarus Hosted Voice solution may not be compatible with any or all ancillary services and systems, including but not limited to, alarm and security systems, medical monitoring devices, fax machines, "dial-up" modems and overhead paging systems. Customer's attempt to use any such ancillary services and systems in connection with Telarus Hosted Voice solution is solely at its own risk and we shall not be liable for any losses or damages whatsoever for any non-operation or damage to such ancillary services or systems.
- 10.2 Customer must comply with Telarus Acceptable Use Policy (AUP), as shown in <http://www.telarus.com.au/legal/>. Telarus reserve the right to suspend or terminate your Hosted



Voice service if we reasonably believe there is a violation to the AUP in your use of the service.

This includes but not limited to the following:

- (a) High-volume auto-dialling
- (b) Continuous or extensive call forwarding
- (c) High-volume telemarketing

10.3 Telarus will provide a Single Point of Contact (SPoC) for your reporting of faults and/or incidents relating to the Hosted Voice service.

10.4 Telarus may, at any time by giving reasonable prior notice to Customers, make any changes to the Service which are either necessary to comply with any applicable safety or other statutory or regulatory requirements, or which do not materially affect the nature or quality of the Service.

10.5 Customer agrees to the Customer Service Guarantee Waiver, as specified in Telarus IP Voice Service Terms found at <http://www.telarus.com.au/legal/>.

10.6 Telarus will not be responsible for the service outage or unavailability caused by force majeure of data centres.

10.7 Telarus is not responsible for any loss, theft or damage to customer device or data other than as a direct consequence of our negligence.

11. Data Retention

11.1 After service cancellation date, Customer Data relating to the Hosted Voice service will be irretrievable and Telarus takes no responsibility for keeping them once a service is cancelled.

11.2 Telarus may keep the meta data relating to Hosted Voice service for an indefinite period of time, according to **Telecommunications (Interception and Access) Amendment (Data Retention) Act**

2015. This includes but is not limited to the following:

- (a) Customer account data and contact information
- (b) Customer contract information
- (c) Payment and billing information
- (d) Service usage
- (e) Call source and destination
- (f) Call duration

12. Service Levels and Rebates



- 12.1 Telarus provides a Service Level Target of 99.9% for Hosted Voice service.
- 12.2 The Service Level Availability (SLA) represents the percentage of time Telarus Hosted Voice service is expected to be available during calendar month. It is calculated as: $(\text{Service hours} - \text{Unavailable hours}) / \text{Service Hours} * 100\%$. Telarus is only responsible for the guarantee of SLA on the connection that is provided and managed by Telarus.
- 12.3 Service unavailability is when a network path is considered to be inaccessible if either:
 - (a) Network traffic or calls fail to pass permitted communications for a period in excess of 5 minutes;
 - (b) The performance of the service is severely degraded to an extent that the service is effectively unavailable. Severe degradation occurs where in excess of 20% of the packets transmitted on the path are lost during a period of 15 minutes.
- 12.4 The following activities by Telarus will be excluded from the calculation of Service Hours:
 - (c) Scheduled Maintenance or planned outage. E.g.: software upgrade.
 - (d) Remediation activities to provide a safe work environment
 - (e) Unavailability caused by force majeure
 - (f) Unavailability caused by suspension or termination of service as required by law or as otherwise permitted in the Telarus Business Terms
 - (g) Unavailability caused by maintenance from Customer request
- 12.5 The following service rebate applies when the service level availability falls below a certain level for each discrete service resource:

Service Unavailability in any month	% Rebate of Monthly Recurring Charge
Less than 1 hour	Not Available
More than 1 hour but less than 4 hours	10%
More than 4 hours	30%

- 12.6 Claims under this SLA must be made within 20 business days of restoration of the fault. Customer should submit claims in writing to their Account Executive.

13. Commencement and Termination of Service

- 13.1 Service period starts as soon as it is provisioned and Customer is connected to Telarus Hosted Voice service.
- 13.2 Telarus may terminate the Hosted Voice service upon any of the following cases:
 - (a) We reasonably confirmed Customer's attempts to access or modify unauthorized system information, or to interfere with Telarus environment normal operations.



- (b) We reasonably believe there is excessive or unusual use of the service.
- (c) We reasonably believe Customer is unlawfully using the service.
- (d) We reasonably believe Customer's use of the service infringe any third party's intellectual property rights.

14. Update of Service Terms

- 14.1 This Service Terms may be modified and updated from time to time based on business requirements. Telarus will provide a 10 business days' notice in advance of the actual implementation of any changes by Customer nominated contact to Customers.
- 14.2 When we change the Service Terms and notify the Customer, the Customer's continued use of the service signifies the automatic acceptance of the latest version service terms.