

SERVICE SCHEDULE – TELSTRA CALLING FOR MICROSOFT OFFICE TEAMS



This Schedule sets out the service description that applies to Telstra Calling for Microsoft Teams.

1 SERVICES

- 1.1 Telstra Calling for Microsoft Teams (**TCMT**) is a cloud-based telephony product that enables telephony services with Microsoft Teams. End users will receive a telephone number inside their Microsoft Teams client which they can use to make and receive calls to the Public Switched Telephone Network (**PSTN**).
- 1.2 We offer the following TCMT services:
- (a) TCMT with SIP Connect is a Telstra-provided cloud-based PSTN voice calling service for use with your Microsoft Office 365 subscriptions utilising the Telstra SIP Connect service for telephony carriage (**TCMT with SIP Connect**); and
 - (b) TCMT with Bring Your Own Carrier is a service uses either a physical Session Border Controller (**SBC**) sent to your site/datacentre, or a virtual appliance available in Microsoft Azure. We assist you to connect the SBC to a carrier that you have service with, and we will manage the connectivity into Office 365 (**TCMT with BYO Carrier**).

2 ELIGIBILITY

- 2.1 You must meet the eligibility criteria set out in this clause 6. If you fail to comply with the requirements set out in this clause 2, we may suspend or terminate the TCMT service.
- 2.2 To be eligible for TCMT with BYO Carrier, you must have a TCMT with SIP Connect service.
- 2.3 To be eligible for the TCMT service you must have, or plan to have, the required Office 365 licences for each End User, for us to allocate a PSTN number to that user for (such Office 365 licence will need to be purchased separately). The license must include Microsoft Phone System. Microsoft Phone System is:
- (a) available with Office 365 F1, A1, A3, E1 and E3, as an add-on subscription; and
 - (b) included with Office 365 E5, Office 365 A5 Microsoft 365 E5 and Business Voice.

Subscription compatibility may change from time to time and is up to the sole discretion of Microsoft of which plans must be used with Microsoft Phone System. More information about Microsoft Phone System can be found below. <https://docs.microsoft.com/en-us/microsoftteams/here-s-what-you-get-with-phone-system>

- 2.4 You need to ensure:
- (a) your End Users have connectivity to Office 365 and Microsoft Teams services across broadband connectivity supplied by others; and
 - (b) the network design and bandwidth available to your End Users is appropriately sized to run a voice workload on the network, in accordance with Microsoft recommendations at the following link: <https://docs.microsoft.com/en-us/microsoftteams/prepare-network>; or
 - (c) You engage us for Professional Services to ensure your network design and bandwidth is appropriately sized and configured.
- 2.5 Your Devices must meet certain minimum technical requirements, as defined by Microsoft, to connect to Office 365 running the Microsoft Teams client. Requirements for Microsoft Teams can be found at the following links.
- (a) <https://docs.microsoft.com/en-us/microsoftteams/get-clients>
 - (b) <https://docs.microsoft.com/en-us/microsoftteams/hardware-requirements-for-the-teams-app>
- 2.6 You must:
- (a) provide us and our Personnel with access to your Office 365 tenancy, with a Microsoft Teams Administrator account, for us to extract details for billing purposes, on a regular basis, of all users

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which have a telephone number assigned; and

- (b) provide us with access to Microsoft Teams for assurance purposes, including up to two licensed users as stated in the SOF.

2.7 The TCMT service must not to be used for mass calling, robotic/automated dialling or involving high volume outbound call centres or similar use cases.

2.8 The TCMT service is only for use with the Microsoft Teams software client supplied by Microsoft. The TCMT service is not intended or supported for use with the Microsoft Skype for Business or older clients.

3 TCMT WITH SIP CONNECT

Service Description

3.1 The TCMT with SIP Connect service is designed to enable you to make and receive voice PSTN calls from your Office 365 environment using Telstra's PSTN network where necessary, and includes the following features:

- (a) Voice calling connectivity between your Office 365 tenancy (using Microsoft Teams) and Telstra's PSTN voice calling network;
- (b) Telephone numbers to make and receive voice calls to and from the PSTN;
- (c) Voice calling capability by allocating telephone numbers to your End Users in Microsoft Teams within your Office 365 tenancy; and
- (d) A customer service helpdesk concerning Service incidents and requests.

3.2 The SIP Connect service allows you to connect a voice system accredited by us and located in an Available Country to the PSTN in that Available Country via Telstra's Voice over IP platform.

3.3 We will provide you with the following as part of your TCMT with SIP Connect service:

- (a) Access to Microsoft certified SBCs which are hosted in the Telstra Cloud, which will be configured to work with your Microsoft Office 365 tenancy;
- (b) IP connectivity between the Telstra hosted SBCs and Microsoft Office 365;
- (c) Telephone numbers to use with your SIP Connect Service in multiple Number Blocks of either 10 or 100 contiguous numbers in accordance with applicable regulations, that will be charged to you as per rates outlined in the Service Order Form (SOF);
- (d) Technical assistance to configure your Office 365 tenancy with the correct configuration for the initial provisioning of the TCMT with SIP Connect service;
- (e) Technical guidance to assign telephone numbers to end users;
- (f) A help desk to report problems with your TCMT with SIP Connect service that will operate 24 hours a day, 7 days a week;
- (g) A user identification and password for a person you nominate as the Administrator for your TCMT with SIP Connect service;
- (h) The functionality to enable you to allow users of your TCMT with SIP Connect service to make and receive voice calls to other users on the TCMT with SIP Connect service; and
- (i) The functionality to enable you to allow users of your TCMT with SIP Connect service to make and receive voice calls to local, national, mobiles and international telephone calls to the PSTN.

3.4 Telephone numbers are not provisioned as part of the initial activation. After the TCMT with SIP Connect service is initially provisioned, you must order telephone numbers from us in a separate Moves Adds

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Changes form (**MAC Form**) that will be provided to you.

3.5 The TCMT with SIP Connect service does not include:

- (a) Dedicated or private connectivity between your network environment and the Telstra Cloud; or
- (b) Microsoft's Office 365 PSTN Audio Conferencing service. This service can be procured from Microsoft or approved Microsoft Reseller.

Office 365 licensing

(c) If your Office 365 tenancy is:

- (i) located within Australia, we can provide Office 365 licensing under a separate agreement;
- (ii) not located within Australia, you need to purchase Office 365 licensing from another provider.

3.6 The TCMT with SIP Connect service is only available in the Available Countries. If we notify you that a particular country is no longer an Available Country, then you must cease to use the TCMT with SIP Connect service in that particular country from the date specified in the notice. Failure to do so may require us to suspend or terminate your service.

Emergency Calling

3.7 We recommend that you acquire and maintain alternative means of placing emergency calls and inform your users of emergency calling alternatives for PSTN Services which Telstra provide. Emergency services calling is not available in all Available Countries, including in, but not limited to, the following circumstances:

- (a) During electrical power outages affecting your location;
- (b) If your broadband connection service has been disrupted and not restored;
- (c) If your service has been discontinued for any reason;
- (d) Due to network congestion or other problems affecting the network;
- (e) Your Equipment is relocated, or improperly configured or installed; or
- (f) Delays occur in making your registered location available in the domestic location information database.

3.8 You are responsible for providing us with, and keeping updated, the geographic details of the End User locations connected to the TCMT with SIP Connect Service for emergency services and law enforcement purposes. Additionally, all calls made from your TCMT with SIP Connect Service to emergency services will be flagged to the Operator as location unreliable which will prompt the operator to seek verbal confirmation of the caller's location.

3.9 Please refer to Attachment 1 for the special terms that apply to your Available Country for additional terms regarding emergency calling services. You must comply with the emergency calling procedures applicable to your Available Country.

Call Detail Records

3.10 We will provide you with Call Detail Records (**CDR**)s for your TCMT with SIP Connect Service via a web portal provided by Telstra.

Working Services

3.11 You cannot reduce the size of any Number Block associated with your TCMT with SIP Connect Service by cancelling a portion of your numbers within the standard allocated block(s). You may only increase or decrease the number of working services within your subscribed Number Block allocations. We can vary the numbers in accordance with any regulatory requirements including national numbering policies.

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Local Number Portability

- 3.12 Local Number Porting is available for this TCMT with SIP Connect Service unless excluded for an Available Country in Attachment 1.
- 3.13 Local Number Portability enables you to change your existing service provider whilst retaining your existing telephone number (**Porting**). Porting in from another provider to us or Porting out from us to another provider is available in some but not all Available Countries. If permitted and technically feasible, limitations apply including the following:
- (a) Porting out a portion of numbers in a number block; and
 - (b) Porting in telephone numbers from another provider to us for use with your SIP Connect Service must be ported in multiple Number Blocks of either 10 or 100 contiguous numbers.

We will let you know if other local number portability limitations apply to your TCMT with SIP Connect Service.

- 3.14 We may require authorisation or verification information from you, in the form of a Letter of Authority which we will supply to you, before we allow you to port in telephone numbers to your SIP Connect Service. We may also require additional information from you to allow us to port telephone numbers to your SIP Connect Service, including information which validates your right to port the telephone numbers. We are not responsible for any delay in the port of any number.
- 3.15 We may charge you an additional charge as set out in your SOF if you wish to use Local Number Portability.

Call Quality

- 3.16 We do not guarantee the call quality on calls made through your TCMT with SIP Connect service will meet or exceed a certain user experience level.
- 3.17 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 TCMT with SIP Connect Service. We are not able to prevent these from occurring on your TCMT with SIP Connect Service and that this may result in call disconnection, corrupt audio or video calls or delayed audio calls.

4 TCMT WITH BYO CARRIER

Service Description

- 4.1 If you choose to purchase the TCMT with BYO Carrier service, we will provide you with:
- (a) a physical or virtual SBCs:
 - (i) If you elect to purchase a physical SBC, it will be shipped to your location and installed by us or a designated partner; or
 - (ii) If you elect to purchase a virtual SBC, we will provide licensing and/or virtual software for you to install into Microsoft Azure.
 - (b) A help desk to report problems with your TCMT with BYO Carrier service that will operate 24 hours a day, 7 days a week;
 - (c) Management of the SBC, including patching, monitoring, alarming and incident management;
 - (d) Management of the Phone System component of your Office 365 tenant;
 - (e) Assurance services associated with any physical or virtual SBCs supplied by us (as described in the Hardware Maintenance and Incident Management and Monitoring clauses below).
- 4.2 The SBC will be a Microsoft certified SBC and available from a list of pre-approved appliances provided by us.

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- 4.3 The SBC will allow termination of third party PSTN services supplied by you covering countries outside the TCMT with SIP Connect Available Countries.
- 4.4 We are not responsible for and have no liability in respect of:
- (a) calls not delivered on a Telstra SIP Connect Service; and
 - (b) resolving problems with the TCMT with BYO Carrier service which are caused by the acts or omissions of any third party or matters beyond our reasonable control.

You are responsible for any regulatory requirements associated with third party PSTN services terminated upon any Telstra Managed SBC and we will have no liability in respect of any such requirements, including for the avoidance of doubt regulations relating to emergency calling. You indemnify us from and against any and all damages, claims, allegations, losses, liabilities, penalties, fines, costs, and expenses, including reasonable attorney's fees (**Loss**) which arise naturally (that is, according to the usual course of things) in connection with your failure to comply with the provisions of this clause or any applicable law or regulation associated with third party PSTN services terminated upon any Telstra Managed SBC, except to the extent the Loss is caused or contributed by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of this clause 4.5.

- 4.5 Country dial plan creations within your Office 365 instance for any associated country which we provide a hardware or software SBC solution to terminate 3rd party PSTN services upon. The application of associated user usage policies within Office 365 is the responsibility of your Administrators.

Title and Risk in Equipment

- 4.6 For Equipment purchased with the Upfront Payment Plan for delivery to a location that is a Listed Jurisdiction, title to the Equipment passes to you once you have paid us in full for the Equipment.
- 4.7 For Equipment purchased with either the Upfront Payment Plan or the Instalment Payment Plan for delivery to a location that is not a Listed Jurisdiction, title to the Equipment passes to you on delivery.
- 4.8 Risk of loss or damage to the Equipment passes to you on delivery.

Insurance of Equipment

- 4.9 On delivery and until you have paid in full for the Equipment, you must, at your cost, obtain and maintain adequate insurance for the full value of the Equipment. If requested by us, you must provide us with written evidence of the currency of such insurance.

Recovery of Equipment

- 4.10 Without limiting our rights under the Agreement or at law, if you do not pay us for the Equipment on time, at our request, you must provide us with access to the Site(s) where the Equipment is located so we can recover the Equipment.
- 4.11 If we are unable to recover the Equipment within 14 days of our request under clause 4.10, you must pay us any reasonable costs we incur in attempting to recover the Equipment, including the cost of replacing it.

Delivery and Installation of Equipment

- 4.12 We will:
- (a) deliver and install the Equipment at a time and location we have agreed in advance with you (**Installation Date**); and
 - (b) test the Equipment against ready-for-use criteria agreed with you.

Hardware Maintenance

- 4.13 If set out in your SOF, we will provide hardware maintenance services in respect of your Equipment.

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4.14 We will aim to meet the following target Response Times depending on what Hardware Maintenance Grade you acquire, subject to any Exclusion Events.

Hardware Maintenance Grade	Description
24x7x4	Remote software maintenance software support 24x7
8x5xNext Business Day (Hardware replacement)	Onsite maintenance support 8 hours per Business Day Next Business Day target Response Time for hardware related issues

4.15 If we determine that the Fault is outside of our hardware maintenance responsibilities, we may charge you an additional fee if we attend a Site to fix a Fault.

4.16 Upon the expiry of the Initial Period for the hardware maintenance services, the Service Term for the hardware maintenance services will automatically renew for a period equal to the Initial Period on existing terms. We will provide you with reasonable advance notice that your hardware maintenance services are about to be renewed. After your hardware maintenance service has renewed, you can terminate your hardware maintenance service at any time in which case we will not charge you the standard early termination charges for your hardware maintenance service (if any), but we may charge you an amount equal to the actual third-party costs and expenses that we have incurred or committed to in anticipation of providing the hardware maintenance service to you, and that cannot be reasonably avoided by us as a result of the termination. If we fail to provide you with reasonable advance notice, you may terminate your hardware maintenance service at any time after your hardware maintenance service has renewed without having to pay any early termination charges (including the charges contemplated in the previous sentence).

Incident Management and Monitoring

4.17 Telstra will provide monitoring and proactive and reactive incident management of the SBC 24 hours a day, 7 days a week.

4.18 Incidents will be raised remotely and triaged, categorized and assigned to staff for investigation into technical issues.

4.19 Incidents directly related to the TCMT BYO Carrier SBC that will be received typically include:

- (a) Call processing or feature failure
- (b) License expiration
- (c) Interface / module failure
- (d) SIP trunk failure
- (e) Node switchovers

4.20 You will be alerted if any of these monitored incidents occur.

Your Responsibilities

4.21 You must provide a suitable physical environment for the Equipment in accordance with the Equipment specifications and operating guidelines.

4.22 You are responsible for the preparation of your Sites so they can accommodate the Equipment, including carrying out any room remediation work and acquiring any building services that may be required before we install the Equipment.

4.23 You must satisfy the additional requirements that may be applicable to the Service, as notified by us from time to time. If the additional requirements under this clause would cause more than minor

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detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 4.24.

- 4.24 If we are unable to install the Equipment on the Installation Date for any reason other than as a result of our own acts or omissions, we may charge you a rescheduling fee equal to:
- (a) 50% of the non-recurring charge payable for the installation of the Equipment; or
 - (b) if no non-recurring charge is payable for the installation of the Equipment, an amount equal to the fee charged to us by the relevant third party supplier to reschedule the Installation Date.
- 4.25 If we are unable to install the Equipment on the Installation Date as a result of our own acts or omissions, you may claim a credit equal to 5% of the non-recurring charge payable for the installation of the Equipment (Relevant Rebate Charge) for each Business Day of delay past the Installation Date up to a maximum of 30% of the Relevant Rebate Charge.

Cross Border Carrier Terminations

- 4.26 Cross Border Terminations are defined as PSTN carrier SIP or ISDN services provided by you and sourced from a country and terminated on the SBC appliance or software virtual instance supplied by Telstra in another country.
- 4.27 You are responsible for ensuring the provided carrier SIP services which you source from your own carrier conforms to any local carrier telecommunications regulations by utilising their associated carrier licence. It is your responsibility to consult with your supplying carrier and inform them the physical location of the PSTN termination and they must advise you this service is not contravening any carrier regulations. You indemnify us against any loss, damage, liability, cost or expense (**Loss**) incurred by us that arise naturally (that is, according to the usual course of things) as a result of a claim or proceedings by a third party arising from any illegal Cross Border Terminations. We will take reasonable steps to mitigate our Loss arising from any such claim or proceedings.
- 4.28 You may not terminate ISDN services using alternative technologies such as but not limited to TDMoIP (Time Division Multiplexing over Internet Protocol) equipment, which allows ISDN (a TDM) service to be retransmitted over an Ethernet service in a remote location. ISDN services are designed to be geographically assigned and must terminate onto a SBC in the same PSTN catchment area as it is delivered from your carrier.
- 4.29 You are not allowed under any circumstances to utilise Cross Border Terminations in the following countries:
- (a) China
 - (b) India
 - (c) United Arab Emirates
- the SIP or ISDN terminations must be in the same geographical exchange area or country.
- 4.30 You are prohibited from using Toll Bypass to generate a call from India and send it to a remote PSTN service outside India as a local call at the remote SBC location thereby bypassing the Indian PSTN. All PSTN calls generated in India must be delivered via the Indian PSTN provider.

Restrictions on Use

- 4.31 You must not:
- (a) disassemble, decompile or otherwise reverse engineer any Equipment or Software or otherwise attempt to learn the source code, structure, algorithms or ideas underlying any Equipment or Software;
 - (b) copy or modify any Equipment or Software;

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- (c) publish or provide to any third party, results of any benchmark or comparison tests of the Equipment; or
- (d) allow others to do any of the above.

4.32 You must promptly notify us of anything in the configuration of the Equipment or connected systems which may affect the functioning of the Equipment or Fault detection or rectification by us.

Export Regulations

4.33 You and we each acknowledge that the SBCs are subject to export control, import, and economic sanctions laws and regulations and agree to comply with all such applicable laws and regulations, including the U.S. Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774) and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC, 31 C.F.R. § 500, et seq.).

4.34 You represent and warrant that:

- (a) you are eligible to receive items regulated by the EAR; and
- (b) neither you nor any of your direct or indirect owners, officers, directors, employees, affiliates, agents, representatives, or subcontractors are subject to U.S. or other applicable sanctions or export restrictions, including being designated on or pursuant to the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Non-Proliferation Sanctions Determinations; the U.S. Department of the Treasury's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List; or sanctions-related U.S. Executive Orders.
- (c) if you are located in Burma, China, Russia or Venezuela, you are not part of the national armed services (army, navy, marine, air force, or coast guard), the national guard, the national police, or a government intelligence or reconnaissance organization; nor do you otherwise qualify as a military end user or military-intelligence end user, as those terms are defined in Sections 744.21 and 744.22 of the EAR and related U.S. government guidance, such as by being designated on the EAR's Military End-User List or by developing, producing, maintaining, or using military items.

You must immediately notify us, in writing, of any change that may impact the representations above.

4.35 You understand and agree that:

- (a) the direct or indirect export, reexport, transfer (in-country), sale, lease, or supply, or any other access to or use of the SBCs to or in another country or to, by, or for a different end user or end use may require a license or other authorization, including from the Government of the United States;
- (b) you will comply with any such license or authorization requirements; and
- (c) you will not transfer (in-country), reexport, or otherwise divert the SBCs to any sanctioned or prohibited country/region or person or for any prohibited end use, which can include military-intelligence end uses/end users, military end uses/end users, and end uses related to weapons proliferation.

It is your sole responsibility to screen for sanctioned and prohibited countries/regions, persons, and end uses and to obtain any necessary licenses or other governmental authorizations. We make no warranty that any such licenses or other authorizations will be granted and will have no liability for your inability to obtain such licenses or other authorizations or for any violation by you of any applicable export control, import, and/or economic sanctions law or regulation.

4.36 Notwithstanding any other provision in this Agreement, we have the right to terminate the TCMT Service or stop performance immediately if we determine, in our sole discretion, that you have breached, intend to breach, or insist upon breaching any of the provisions in clauses 4.33 to 4.36. Under such circumstances, we will be released from responsibility for fulfilling our obligations

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under this Schedule and will not be subject to any penalties for lack of performance or breach of this Schedule.

- 4.37 You indemnify us from and against any and all damages, claims, allegations, losses, liabilities, penalties, fines, costs, and expenses, including attorney's fees (**Loss**), which arise naturally (that is, according to the usual course of things) in connection with, relating to, or resulting from your failure to comply with the provisions of clauses 4.33 to 4.36 or any applicable export control, import, or sanctions law or regulation, except to the extent the Loss is caused or contributed to by us. We will take reasonable steps to mitigate our Loss suffered in connection with your failure to comply with the provisions of clauses 4.34 to 4.37 or any applicable export control, import, or sanctions law or regulation.

5 OTHER OPTIONAL SERVICES

- 5.1 You may request us to supply the following optional service features as part of your TCMT Service:
- (a) TCMT hardware including Microsoft Teams certified devices, such as IP handsets, headsets or audio and video conference equipment registered to your Microsoft Office 365 instance.
 - (b) Professional Services, including:
 - (i) standardised deployment; and
 - (ii) customised engagements.

6 CHARGES

Charges for TCMT with SIP Connect

- 6.1 The charges for your TCMT with SIP Connect Services are set out in your SOF and include:
- (a) Non-recurring charges related to telephone numbers, port-in or migration;
 - (b) Monthly recurring charges for telephone numbers;
 - (c) Variable charges based on the number of users you have on the platform (User Subscription); and
 - (d) Variable charges based on the call usage rates set out in the rate card at Attachment 2.
- 6.2 We will begin billing you for telephone numbers within 5 days of us receiving the MAC Form and the numbers becoming available in accordance with the rates set out in the SOF.
- 6.3 The User Subscription charge is calculated by the total of all users within your Office 365 tenancy that are enabled for outbound calling by having a Telstra telephone number assigned, and multiplying that number by the agreed User Subscription Rate outlined in the SOF.
- 6.4 You may optionally commit to enabling a minimum number of users onto the TCMT with SIP Connect Service. This is called the User Subscription Commitment outlined on your SOF.
- 6.5 If you commit to a User Subscription Commitment, you must commit to a "**Committed Onboarding Date**". This is the date that the number of users in the User Subscription Commitment must be onboarded by.
- 6.6 If the number of Users on the TCMT with SIP Connect Service does not equal or exceed the User Subscription Commitment amount by the Committed Onboarding Date, we will begin charging you based on the Committed User amount multiplied by the User Subscription price from the month following the Committed Onboarding Date.
- 6.7 Except as otherwise set out in the rate card (e.g. directory calls), there is no set up charge for calls connected with usage.
- 6.8 The minimum duration charged for each call is thirty (30) seconds. The minimum that will be charged for

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each call is one (1) US cent. After the first thirty (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 whole six (6) second block.

- 6.9 Calls made to unidentifiable numbers or locations will be rated to the closest call type as reasonably determined by us.
- 6.10 We may change the rates in the SOF. We will provide in writing to you 7 days' notice prior to any change. If the updated charges cause more than a minor detriment to you, you may cancel the Service without payment of any Early Termination Charges by providing us with written notice delivered within 30 days from our notice to you under this clause 6.10.
- 6.11 You will pay the charges payable for each TCMT with SIP Connect Service by the due date(s) (in accordance with an Upfront Payment Plan or Instalment Payment Plan where applicable) as set out in the relevant SOF.
- 6.12 If fraudulent calls originate from your network, we will charge you for such calls in accordance with the rates in the Rate Card or its standard rates and you agree to pay such charges. You may request for a waiver of the charges mentioned in this clause by providing us with a written request and sufficient evidence of the fraudulent calls (such as a national police report) to demonstrate that:
- (a) you were not responsible for the fraudulent calls;
 - (b) you notified us of such fraudulent or illegal calls;
 - (c) you reasonably attempted to have your Service disconnected and we failed to disconnect; or
 - (d) we had reasonable grounds to suspect that the calls were illegal or fraudulent.

The grant of such waiver is at our sole discretion.

- 6.13 Upon termination of your Service, in addition to any Early Termination Charges or outstanding charges payable, you will pay the disconnection charges imposed by our Service Providers, as set out in the Service Order Form.
- 6.14 International call usage rates will be provided to you for each country; however, these may change from time to time without notice.
- 6.15 The Billing Commencement Date will be the date that your order is finished provisioning through Telstra's internal systems and may not reflect the actual date that you begin consuming the TCMT with SIP Connect Service.
- 6.16 Your Microsoft Office 365 portal may display CDRs based on the usage on the TCMT with SIP Connect Service. In the event the CDRs on the Office 365 portal differ from the Telstra provided portal, the Telstra provided portal will be considered the correct source for charges to be calculated from.

Charges for TCMT with BYO Carrier

- 6.17 The charges for your TCMT with BYO Carrier Services are set out in your SOF and include:
- (a) Non-recurring charges related to the purchase of Equipment;
 - (b) Monthly recurring charges related to the rental of Equipment, if a rental option is selected; and
 - (c) Monthly recurring charges related to the management of your Equipment.
- 6.18 You will pay the charges payable for each TCMT with BYO Carrier Service by the due date(s) (in accordance with an Upfront Payment Plan or Instalment Payment Plan where applicable) as set out in the relevant SOF.
- 6.19 The Billing Commencement Date will be the date that your order is finished provisioning through Telstra's internal systems and may not reflect the actual date that you begin consuming the TCMT with BYO Carrier Service.

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7 TERM AND TERMINATION

Term

- 7.1 The Service Term commences on the Service Start Date and continues for the Initial Period agreed in the relevant SOF unless terminated or renewed in accordance with the Agreement Terms.
- 7.2 The Service Term for any hardware or software is co-terminus with the TCMT Service.
- 7.3 If an Early Termination Event occurs, Early Termination Charges (ETCs) may be applicable for Telephone Numbers, User Subscriptions components of the Service and any hardware or software elements including support.

Termination

- 7.4 We can cancel, suspend, or restrict the Service at any time if you:
- (a) are in breach of any of the terms in this Service Schedule or misuse the Service in such a way that it constitutes a breach of applicable law or regulatory requirement; or
 - (b) commit a material breach of your other agreements with us.
- 7.5 We may cancel, suspend or restrict the Service :
- (a) by giving you at least 30 days prior written notice if Microsoft discontinues support for the Service either in Office 365 or generally; or
 - (b) if there is an emergency that affects our ability to continue to provide the Service or is a threat to the security of the Service or our network. Where possible, we will:
 - (i) provide advance notice before suspending the Service unless we or Microsoft reasonably believe an immediate suspension is required; and
 - (ii) only suspend the minimum portion of the Service necessary and only for as long as is necessary to resolve the emergency or security threat.
- 7.6 If we cancel the Service because Microsoft discontinues support for the Service either in Office 365 or generally, we may transfer you to a reasonably comparable alternative service. If we transfer you to a reasonably comparable alternative service and this has more than a minor detrimental impact on you, you may cancel your Service without having to pay any Early Termination Charges for that Service.

ETC for Telephone Numbers

- 7.7 The minimum term for new Telephone Numbers purchased through us is 12 months. This will be outlined on the New Telephone Number Order section of the MAC Form that will be provided to you. At the end of the minimum term, you may continue to use the Telephone Numbers on a month to month basis until you cancel or renew your Service. The Early Termination Charge is an amount equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the services to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to the charges which would have been payable by you for the Telephone Numbers for the remainder of the minimum term if the Early Termination Event had not occurred.

ETC for User Subscriptions

- 7.8 If the Early Termination Event occurs within the first six (6) months of the service activation date, no ETCs for the User Subscription component of the Service will be incurred.
- 7.9 If the stated contract term within the SOF is 12 months or longer, you will be charged 30% of the charges based on your Committed User Subscription amount multiplied against the User Subscription Price for the remainder of the contract term calculated from the Committed Onboarding Date.
- 7.10 The Initial Period for a Service is specified in the SOF for that Service, or if no period is specified then the Initial Period is 12 months (Initial Period).

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ETC for Hardware or Software Customer Premise Equipment (CPE)

- 7.11 If an Early Termination Event occurs within the Service Term, we may charge you an ETC equal to the actual costs and expenses that we have incurred or committed to in anticipation of providing the services to you and that cannot be reasonably avoided by us as a result of the termination, which will not exceed an amount equal to a 100% of the monthly support and rental/leasing charges for the remaining Service Term.

8 YOUR OBLIGATIONS

- 8.1 You must:
- (a) Configure your Office 365 tenancy in accordance with the directions and guidelines we provide you;
 - (b) Ensure that your network, and the network of your End Users, has sufficient capacity, quality and the appropriate configuration to support enterprise telephony voice services for Microsoft Teams;
 - (c) Not modify or replace any of the Direct Routing configuration that is required for the TCMT Service;
 - (d) Ensure you complete all tests (including any installation tests) which we reasonably request of you; and
 - (e) Notify us if you no longer meet the minimum technical requirements as set out under clause 2.5.
- 8.2 You are solely responsible for the use of your TCMT Service.
- 8.3 You must not change any voice routing profile configuration in your Office 365 tenancy used with your TCMT Service unless you have prior consent from us.
- 8.4 You acknowledge if you transfer your existing public telephone access to the TCMT Service, you may experience outages to your existing service during the transfer process. We are not liable for any loss you may suffer as a result of such outages and these should be scheduled at an agreed operational change window.
- 8.5 We will set up your TCMT Service connectivity for off-net calling to cater for the usage patterns of typical enterprise telephony users. We have not designed the service for telephony usage patterns found for users in inbound or outbound contact centres. You and your End Users must not use your TCMT Service for such purposes. If you don't comply with this clause without first obtaining specific design and pricing amendments, the TCMT Service you experience may be adversely affected, and we will charge you for the additional resources required to cater for your contact centre requirements, which shall be advised to you.
- 8.6 If we determine, in our sole discretion, your use of TCMT Service is not that of a typical business user, or if the TCMT Service is being used for a prohibited purpose, then we reserves the right to discontinue providing the TCMT Service or to move you to an alternative usage plan, and we will charge you for any additional costs we incur or additional resources that we have to dedicate as a result of your failure to comply with this Schedule.
- 8.7 If we provide telephone numbers to you, we may need to publish the telephone numbers we allocate to you and your name and address in a telephone directory (in any medium) and for directory services provided in an Available Country, to the extent required by the applicable regulations (subject to your right under those regulations to ask us not to publish).
- 8.8 You do not have any rights to telephone numbers we allocate to you for the TCMT Service, and for commercial, technical or regulatory reasons we may withdraw or change any telephone number allocated to you, with the prior notice we reasonably can give. If such withdrawal or change would cause more than minor detriment to you, you may cancel this Service without the payment of any Early Termination Charges by providing us with written notice delivered within 45 days from our written notice to you under this clause 8.8.
- 8.9 Other restrictions may apply to your TCMT Service and we will notify you of these from time to time.

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9 SERVICE PROVISIONING TIME

- 9.1 We will take all reasonable efforts to provision your service by the target service delivery completion date (**Customer Required Date**) after the signed SOF has been submitted.
- 9.2 A new Customer Required Date will be provided if there is a change in the TCMT Service configuration or order or other issues that impact the delivery.
- 9.3 We will provide you with an acceptance test period of three (3) Business Days, commencing on the date we notify you that the Service is ready for user acceptance 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 TCMT Service to you. A new Test Period will begin on the date of re-delivery. If we are able to certify through testing that there is no fault, you will be deemed to have accepted the Service on completion of the original Test Period; or
 - (b) You do not notify us of a suspected provisioning fault within the Test Period, you are deemed to have accepted the TCMT Service immediately upon expiry of the Test Period.

10 SERVICE MANAGEMENT

- 10.1 We will use reasonable endeavors to meet the service availability targets for the TCMT Services set out in the table below. This applies to the hosted Telstra Cloud Session Border Controllers and associated infrastructure.

SERVICE LEVEL TARGET	AVAILABILITY
Telstra Calling for Microsoft Teams	99.9%
SIP Connect service core platform (excludes the IPVPN, MPLS and internet connection)	99.95%

We aim to, but do not promise to, meet the targets above and you are not entitled to any credit if availability does not meet these targets.

- 10.2 This target does not apply to outages outside of our reasonable control, including:
- (a) Office 365 or Microsoft Azure;
 - (b) your network or supporting infrastructure;
 - (c) TCMT BYO Carrier related SBC Equipment.
- 10.3 Service level targets do not apply if the service unavailability is caused by:
- (a) you altering the Office 365 configuration related to direct routing configuration profiles; or
 - (b) your own network connectivity or handsets, headset or meeting room configuration, or other Customer Premises Equipment (**CPE**);.
- 10.4 The priority levels we apply to incidents that are included in Service Management are set out below:

Priority	Urgency	Definition
1	Critical	<p>An incident or situation is causing a total major service outage, or you are in serious breach of a regulatory or licensing condition, for example:</p> <ul style="list-style-type: none"> • your business operations cannot function through significant widespread loss of your TCMT Service

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		<ul style="list-style-type: none"> the incident is affecting your business' ability to function under normal business conditions, company-wide Incidents which render a critical system and/or functionality unusable Regulatory or licensing conditions have been compromised. <p>Requires immediate corrective action and technical escalation.</p>
2	High	<p>An incident or situation where:</p> <ul style="list-style-type: none"> your TCMT Service is severely affected, to the extent that normal business operations have been compromised to a substantial proportion but not your entire business; An active service is hard down resulting in critical impact to End User's business operations. Repeated/chronic case. Regulatory or licensing conditions are likely to be compromised. <p>Requires prompt corrective action.</p>
3	Medium	<p>The incident or situation is confined to one or a small number of End Users which are having an effect on normal business operations, and business deliverables are at risk of being compromised.</p> <p>The service is degraded (may be upgraded to Priority 2 if the performance has degraded making the service unusable)</p> <p>The operation of an active service is degraded.</p> <p>Incidents which do not significantly impair the service to individual customers.</p>
4	Low	<p>The incident or situation affects or degrades the TCMT Service for a small number of users, but your normal business operations can continue.</p> <p>A service request or enquiry.</p> <p>Information only: includes network changes, planned outages and reason for outage (RFO) requests</p> <p>Non-real time request; may or may not be fault related.</p> <p>Incidents with no or minimal impact to system functionality or service to customers.</p> <p>Any minor condition having no immediate effect upon customer service.</p> <p>Service requests or minor incidents.</p>

10.5 Once we have assigned a severity level, we will use reasonable endeavors to meet the service level targets set out in the table below, subject to the following conditions:

- (a) Resolution times do not include incidents that involve escalation to Microsoft support for resolution; and
- (b) an administration account for assurance purposes is active and available for our assurance teams to use; and
- (c) we will manage and seek to resolve incidents related to the Service in line with the service levels defined in this clause, but this support will not extend to the Device that the Office 365 client is installed on.

Priority	Response Time	Update Time	Target Resolution Time
1	15 Minutes	Every 1 hour	4 hours

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2	1 hour	Every 2 hours	8 hours
3	3 hours	Every 6 hours*	48 hours
4	12 hours	Every 24 hours	120 hours

- (d) When a Priority 3 ticket needs to be escalated to a third-party vendor for investigation, the update time may reduce to every 24 hours.

11 MOVES, ADDS, CHANGES

- 11.1 If you ask us to make changes to your TCMT Service that is a non-standard service request, you agree that:
- (a) no service level target will apply to completion of the request;
 - (b) we may charge you an adds, moves and changes fee set out in the SOF or as notified to you prior to changing the Service; and
 - (c) requests for adds, moves and changes that are not specified in the SOF will be Priced On Application.

12 DEFINITIONS

- 1.1 In this Schedule, unless otherwise stated:

Available Countries means the list of available countries set out in clause 0 of Attachment 1.

Business Days means local business hours Monday to Friday (excluding public holidays).

Device(s) means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or another electronic device.

Early Termination Event means the cancellation of a Service for any reason other than Telstra’s material breach.

End User means any of your individual end users with an individual end point who are allocated a telephone number for use with the TCMT Service.

Equipment means the equipment you purchase or rent from us as listed in the relevant SOF, which we will install, support and maintain in accordance with this Service Schedule.

Fault means a malfunction or error in the Equipment or the Operating System Software which results in the Equipment and/or the Operating System Software not operating in accordance with the manufacturers or supplier’s specifications or standard operating procedures.

Initial Period is a fixed minimum period which is set out in the SOF.

Instalment Payment Plan means a payment plan where the charges for each Service are payable in instalments by stipulated due dates over a stipulated period, as set out in the relevant SOF.

Listed Jurisdiction means, as at the effective date of this Service Schedule, Australia, Austria, Belgium, China, Czech Republic, Denmark, Finland, France, Germany, Hong Kong, India, Indonesia, Italy, Japan, Korea, Malaysia, the Netherlands, New Zealand, the Philippines, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, Taiwan, Thailand, the United Kingdom and the United States. We may add or remove a country from this list at any time by notifying you.

Local Number Portability has the meaning set out in clause 3.13.

Number Block, in relation to a block of either 10 or 100 contiguous numbers, means a range of contiguous numbers ending with the digits “00” through to 09 or “000” through to “099”.

PSTN means the Public Switched Telephone Network.

Response Time means, in respect of the Equipment, the period commencing when a valid fault report is received by our service desk and ending when our technician is dispatched to attend the Site.

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

Service Start Date means the date of acceptance of the Service following the conclusion of the Test Period as set out in clause 9.3.

Site means the location at which a Service is provided to you as set out in a SOF.

Telstra Cloud means network and compute services that are hosted, managed and maintained by Telstra.

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Attachment 1 - Special Terms

1 AVAILABLE COUNTRIES

TCMT with SIP Connect

1.1 The list of available countries for TCMT with SIP Connect is as follows:

- Denmark
- France
- Germany
- Hong Kong
- Ireland
- Italy
- Malaysia
- Netherlands
- New Zealand
- Singapore
- Spain
- Sweden
- Switzerland
- United Kingdom
- United States of America

1.2 We may make the TCMT with SIP Connect Service available in other countries. These countries will be added to this section at that time.

TCMT with BYO Carrier

1.3 We will advise you at the time of purchase if the TCMT with BYO Carrier service is available to you in your chosen country/ies. But in any event, the TCMT with BYO Carrier service is not available in the following countries:

- Crimea region of Ukraine
- Cuba
- Iran
- North Korea
- Syria

2 ADDITIONAL TERMS

2.1 This Attachment sets out the special terms and conditions that apply to the underlying Telstra SIP Connect Service in specific available countries that provides telephony carriage for TCMT with SIP Connect.

3 ADDITIONAL TERMS FOR HONG KONG

Calling Line Identification

3.1 We will not be able to provide and display the CLI (calling line identification) number for international incoming calls. The supply of the TCMT Service in Hong Kong is subject to the *Code of Practice in relation to Calling Line Identification and other Calling Line Identification Related Services* (the **Code**) published by the Hong Kong regulator (OFCA). As a result, we do not receive this CLI information for the original international calling party for incoming international calls from other carriers in Hong Kong and is technically not able to provide this information to its customers as part of the TCMT Service.

TCMT Service must not be used in connection with Lifeline Devices

3.2 You acknowledge that the TCMT Service may not be supported by a back-up power supply, either at the network level or because particular buildings may not practicably allow for it, and so the SIP Connect Service may not operate during power outages. As such, the TCMT Service is unsuitable for use with Lifeline Devices.

3.3 Further, you acknowledge that we are exempt from the requirements to provide backup power supply where you confirm that the TCMT Service will not be used by lifeline users or otherwise in connection

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with Lifeline Device.

- 3.4 You must not, and warrant, represent and confirm to us that you do not and will not in the future, use the TCMT Service in connection with one or more Lifeline Devices or allow it to be used by any person in connection with their Lifeline Device.
- 3.5 Breach of clause 3.4 will entitle us to immediately terminate your TCMT Service without liability to you.
- 3.6 In this clause 1.3, **Lifeline Device** means a medical alarm or other device for an elderly, infirm or invalid to summon assistance in the event of an emergency without having to dial manually the telephone number of the emergency service, and the definition automatically changes to align with any relevant regulatory change.

Telephone Numbers

- 3.7 Ported telephone numbers that have not been used for three (3) months or more will be returned to the original donor network.
- 3.8 Due to regulations in Hong Kong, telephone numbers must be purchased in blocks of 100 and cannot be split to smaller blocks.

4 ADDITIONAL TERMS FOR MALAYSIA

Domicile requirements

- 4.1 We are required to ensure that if you acquire IP telephony services in Malaysia, you contract with a Malaysian-registered entity, and are yourself registered in Malaysia. Accordingly, we may require that you:
- (a) execute a separate order with our Malaysian-registered group company, pursuant to which that entity will be responsible for the provision of the elements of the Services consumed or supplied in Malaysia; and
 - (b) provide us with a Malaysian-registered service address (to which the TCMT Service will be delivered) and billing address (to which the bills for relevant aspects of the Service will be delivered).
- 4.2 You warrant that you, or your nominated Malaysian subsidiary, are entitled to lawfully receive the TCMT Services in Malaysia.

Number Portability

- 4.3 We do not provide number portability for the TCMT Service in Malaysia.

5 ADDITIONAL TERMS FOR NEW ZEALAND

- 5.1 You acknowledge that the TCMT Service may not meet the standards of the New Zealand Emergency Calling Code.

6 ADDITIONAL TERMS FOR SINGAPORE

Identity requirements

- 6.1 You acknowledge that we are required by law to collect and store identity records relating to our customers and end users, and to provide those identity records (such as customer or end user name, address, identity card issued under the National Registration Act (Cap.201), passport or employment pass) for inspection by authorised government agencies (**Identity Obligations**). Accordingly, you must:
- (a) provide us with such identity records as we may request from time to time in order to comply with its Identity Obligations (whether in relation to you, your end users, your nominated Singapore subsidiary or the end users of your nominated Singapore subsidiary); and
 - (b) otherwise cooperate with us as necessary for it to comply with its Identity Obligations,

and you must obtain all necessary consents and make any necessary disclosures to individuals in order for you to comply with this clause and for us to comply with our Identity Obligations in respect of you and your end users.

SERVICE SCHEDULE – TELSTRA CALLING FOR MICROSOFT OFFICE TEAMS



Domicile requirements

- 6.2 We are required to ensure that if you acquire IP telephony services in Singapore, you contract with a Singaporean-registered entity, and are yourself registered in Singapore. Accordingly, we may require that you:
- (a) execute a separate order with its Singaporean-registered group company, pursuant to which that entity will be responsible for the provision of the elements of the TCMT Service consumed or supplied in Singapore; and
 - (b) provide us with a Singaporean registered billing address, to which the bills for relevant aspects of the Service will be delivered.
- 6.3 You:
- (a) warrant that you, or your nominated Singaporean subsidiary, are entitled to lawfully receive the Service in Singapore; and
 - (b) consent to us providing the TCMT Service through a separate entity for the Singaporean-based services and providing separate bills for the Singaporean and non-Singaporean based TCMT Services. We acknowledge that the due payment by you of that invoice issued by another Telstra Group Company is a fulfilment of your payment obligations under this Agreement for your TCMT Service.

Calling Line Identification

- 6.4 We will comply with all rules, regulations, directives and any other orders of the Singapore regulatory authority with respect to calling line identification (**CLI**) and the masking of CLI. We, as the local operator of the Singapore telephone numbers, will filter such numbers to ensure that such numbers are valid and existing in our database before any call is connected. We will not connect any numbers if such number do not exist in our database.
- 6.5 You must not change any calling line identification information, or any access codes dialled by a calling party.

7 ADDITIONAL TERMS FOR UNITED KINGDOM

- 7.1 If you do not use a telephone number allocated by us for a period of six consecutive weeks' we may reallocate the applicable telephone number.
- 7.2 You must not use the SIP Connect Service in any way that constitutes Artificial Inflation of Traffic.
- 7.3 For the purposes of this clause 7:

Artificial Inflation of Traffic means a situation where the flow of calls to any Revenue Share Service is as a result of any activity by you that is disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the network; and

Revenue Share Service is a service (including but not limited to services related to UK 09 and 08 telephone numbers):

- (a) where a network operator pays to its customer operating such service an element of the conveyance charges which that network operator receives for calls to such service; or
- (b) operated by a network operator, and for which if operated by a customer of the network operator, the network operator would pay to such customer an element of the conveyance charges which that network operator receives for calls to such service.

8 ADDITIONAL TERMS FOR USA

- 8.1 You may only obtain a SIP Connect Service located in the USA if you sign and return the Telstra 911 SIP Connect Addendum and Disclosure form that we will provide separately.
- 8.2 As part of your USA SIP Connect Service, we will provide you with a set of stickers explaining when E911 calls may not be available. You must place the stickers on or near the equipment you use to access your SIP Connect Services to alert users of alternate means of contacting E911 in the event of an emergency.