Schedule 6 Voice Carriage Services

1   Service Description

1.1   The BGP Telecom CloudPABX Services allow you to connect a compatible voice system that is accredited by us to the Public Telephone Network via the BGP Telecom CloudPABX Service. We will tell you whether your voice system is an accredited voice system at the time you apply for your BGP Telecom CloudPABX Service.

1.2   You will need to meet minimum technical requirements to obtain BGP Telecom CloudPABX Services. You acknowledge that, from time to time, we may need to impose certain restrictions on your use of BGP Telecom CloudPABX Service. We will tell you about these minimum technical requirements and any applicable restrictions that we may impose at the time you apply for your BGP Telecom CloudPABX Service.

1.3   The BGP Telecom CloudPABX Services are designed to provide you with high performance managed voice services. The details of the specific BGP Telecom CloudPABX Services, the Minimum Service Requirements, Service Period, Minimum Spend, Fees and other details will be set out on the Service Order.

1.4   The BGP Telecom CloudPABX Services are specified in terms of the capacity and performance of the services being provisioned and not a description of the hardware used to provision those BGP Telecom CloudPABX Services. These metrics will be specified on the Service Order.

1.5   We will supply to you with the BGP Telecom CloudPABX Services specified in the Service Order, initially in the quantities specified in the Service Order and otherwise as specified in writing by you from time to time at the Fees specified in the Service Order.

1.6   We will supply you with the BGP Telecom CloudPABX rate card for any metered invoicing for services specified in the Service order.

SIP Trunking

1.7   As specified on the Service Order we will provide SIP Trunking that allows you to make calls to users on the public telephone network with your BGP Telecom CloudPABX Service:

(a)   in a single or multiple number of trunks;

(b)   at a single or multiple number of sites or nominated datacentre location(s); and

(c)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

Domestic In-Dial Ranges

1.9   As specified on the Service Order we will provide telephone numbers that allows you to receive calls from users on the public telephone network with your BGP Telecom CloudPABX Service:

(a)   in a single number; or multiple Blocks of 100 contiguous numbers;

(b)   at a single or multiple number of sites within Australia;

(c)   or specified datacentre location within Australia;

(d)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

International In-Dial Ranges

1.10   As specified on the Service Order we will provide telephone number that will allow you to receive calls from users on the public telephone network with your BGP Telecom CloudPABX Service:

(a)   in a single number; or multiple Blocks of 100 contiguous numbers;

(b)   at a single or multiple number of sites in the specified International Region; and

(c)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

Inbound1800

1.11   As specified on the Service Order we will provide a telephone number that allows automatic reverse charging for calls received so that the caller does not pay for the call to contact your BGP Telecom CloudPABX Service:

(a)   in a single number;

(b)   at a single or multiple number of sites;

(c)   if that caller is calling from within Australia from a Basic Telephone Service;

(d)   from a region that you specify; and

(e)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

Inbound 13 and 1300

1.12   As specified on the Service Order we will provide a telephone number that allows automatic reverse charging for calls received so that the caller does not pay more than a local call to contact your BGP Telecom CloudPABX Service:

(a)   in a single number;

(b)   at a single or multiple number of sites;

(c)   if that caller is calling from within Australia from a Basic Telephone Service;

(d)   from a region that is specified; and

(e)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

International Inbound 1800

1.13   As specified on the Service Order we will provide a telephone number that allows automatic reverse charging for calls received so that the caller does not pay for the call to contact your BGP Telecom CloudPABX Service:

(a)   in a region that you specify;

(b)   in a single number;

(c)   at a single or multiple number of sites;

(d)   if that caller is calling from that region from a Basic Telephone Service;

(e)   from a region that is specified; and

(f)   with an BGP Telecom CloudPABX rate card for all metered invoicing

International Inbound 1300

1.14   As specified on the Service Order we will provide a telephone number in a region that you specify that allows automatic reverse charging for calls received so that the caller does not pay more than a local call to contact your BGP Telecom CloudPABX Service:

(a)   in a region that you specify;

(b)   in a single number;

(c)   at a single or multiple number of sites;

(d)   if that caller is calling from that region from a Basic Telephone Service;

(e)   from a region that is specified; and

(f)   with an BGP Telecom CloudPABX rate card for all metered invoicing.

Numbering and Local Number Portability

1.15   BGP Telecom may issue a number to the BGP Telecom CloudPABX Service and vary that Number in Accordance with any national regulatory policy on numbering made pursuant to the Telecommunications Act.

1.16   The selection, issuing and use of the numbers is governed by the Authority (ACMA) numbering plan and directions relating to numbering, and you agree that you must accept and comply with the requirements of the Authority or any body from time to time that administers or oversees allocation of Numbers.

1.17   As specified on the Service Order Customer may choose Local Number Portability. This is available as an option for customers who want to change their phone provider and keep their existing telephone number. This process is known as porting. BGP Telecom CloudPABX customers are able to port out numbers from BGP Telecom to another provider, or port in numbers from another provider to BGP Telecom subject to the requirements of this section.

1.18   The following limitations apply to Local Number Portability for BGP Telecom CloudPABX Services:

(a)   Numbers used in connection with your BGP Telecom CloudPABX Services cannot be ported out in blocks of less than 100 contiguous numbers.

(b)   If you wish to port in telephone numbers from another provider to BGP Telecom for use with your BGP Telecom CloudPABX Service, the numbers must be ported in a single Block or multiple Blocks of 100 contiguous numbers. We will not accept ports in of blocks of less than 100 contiguous numbers for use with the BGP Telecom CloudPABX Services.

(c)   We may require authorisation from you, in a form approved by us, before we allow you to port in telephone numbers to your BGP Telecom CloudPABX Service. We may also require additional information from you to allow us to port telephone numbers to your BGP Telecom CloudPABX Service, including information which validates your right to port the telephone numbers.

(d)   Sub-clauses 1.18(a) – (c) are subject to BGP Telecom's assessing whether it is technically feasible.

(e)   Requests for number porting are for Australian local fixed telephone numbers only.

1.19   The customer acknowledges that

(a)   BGP Telecom may not be able to provide number local number portability for existing numbers(s), which the Customer use for the telecommunication services obtained from other Carriers or Carriage Service Providers. BGP Telecom provides no guarantee that we can port telephone number(s) from the current Service Provider. The current Service Provider may reject this port request if the information provided is not correct or does not match the data held by them. In this case the Customer authorises BGP Telecom to correct the information and

resubmit the request to port the telephone number(s) or dispute the rejection by the current Service Provider. A porting request may also be rejected for other reasons outside BGP Telecom's control.

(b)   Some numbers allocated by BGP Telecom may not be able to be ported out from BGP Telecom. BGP Telecom is not obliged to procure for and/or provide to the Customer any particular number allocated or assigned to the Customer by another Carrier or Carriage Service Provider. BGP Telecom may not be liable for any loss or damage incurred or sustained by the end customer or end user if such a number is not, or is no longer, available caused by Local Number Portability.

(c)   Only telephone numbers(s) will be transferred to BGP Telecom. This may result in the loss of any Value Added Services that are associated with the service by the existing Service Provider (eg Voicemail).

(d)   BGP Telecom reserves the right to charge a fee for the porting the Customer's telephone numbers to or from BGP Telecom.

(e)   The Customer may have outstanding contractual obligations and costs owed to the current Service Provider, which may include early termination and porting fees. BGP Telecom is not liable for any such costs.

BGP Group Teams Direct Routing

1.24   This component of the BGP Group Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.25   The BGP Group Teams Direct Routing Service includes:

(a)   Session Boarder Controller as A Service for Routing codecs between Customers Microsoft Teams instance and the PSTN phone network.

1.26   Customer may apply for one or more of the following BGP Group Teams Direct Routing offerings:

(a)   Dial-in Conferencing;

(b)   Included local national calls;

(c)   Included Australian mobile calls.

BGP Group Hosted Fax 2 Email

1.27   This component of the BGP Group Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.28   The BGP Group Hosted Fax 2 Email Services provides:

(a)   A fax to email service linked to an BGP Group Voice Carriage Service single number;

(b)   Delivered to a single email, multiple emails or a whole domain.

Managed Physical Handset and Room Devices

1.29   This component of the BGP Group Unified Communications Services provides Customer with dedicated hardware and or software resources that are located on Customers nominated site/s and delivered as a service.

1.30   Customer may select from various based infrastructure options, which will be set out on the Service Order.

1.31   Customer are responsible for sourcing, installing and configuring all end-point security software which Customer wish to install on Customers Managed Physical Handset and Room Devices including antivirus and intrusion prevention software.

Service Requirements

1.20   For SIP Trunking, Sip Enabled ISDN, International and Domestic In-Dial Ranges, International and Domestic Inbound 13/18, the following service levels will be provided:

Requirement	Service	
	Metro	Regional
Service Outage maximum duration to resolve	4 hours	12 hours
Service Degradation maximum duration to resolve	12 hours	24 hours
Fault Logging	24 x 7	
Fault Restoration Hours	24 x 7	
Priority 1 Call Acknowledgement for Faults or Service Degradation	30 mins	
Target Resolution for Priority 1 faults	4 hours	

1.21   BGP Telecom further undertakes to provide the BGP Telecom CloudPABX Service in accordance with the following:

Customer Service Centre	We must provide: (a) customer Service Centre support between 7 am to 7pm (AEST) Business Days, and (b) customer Service Centre support for Priority One Incidents 24 hours a day(#), for every day during the Service Period.
Planned Downtime(%)	We must ensure that all Planned Downtime is undertaken outside the Customer Operating Hours.
Voice Call Recording	If specified on the Service Order for services hosted and supplied by us within our control, we must ensure that voice calls of the users nominated by you

	from time to time are recorded in full and available for access and replay in full by you.
Data Accuracy and Storage	For services hosted and supplied by us within our control, we must ensure that all data recorded as part of the Services is accurately and completely recorded and stored and available for access by you at all times, including that there is 100% data accuracy for all nominated voice recordings and for system setup and call logs.
Call Quality	We must ensure that at all times your staff are able to hear and be heard during all telephone calls and that no potential talk time is lost due to poor sound quality.
Data Backup	We must ensure that: (a) all Customer Data is backed up nightly to a servers located within a tier 2 or 3 data centre and separate to the servers specified in the Service Order; (b) the hosted disaster recovery server (if specified) under the Service Agreement backs up all Customer Data from the server in real time, such that provision of the Services can be switched to the disaster recovery server at any time.

% Planned Downtime means the relevant system is unavailable for a time period due to approved maintenance that is disruptive to system operation and usually cannot be avoided with a currently installed system design. Planned Downtime events might include patches to system software that require a reboot or system configuration changes that only take effect upon a reboot. Our policy is to agree a monthly downtime window with a Customer upon contract initiation during which planned downtime can occur at a time that causes minimal impact to Customer.

Service Charges

1.22   The charges for the BGP Telecom CloudPABX Services will depend on:

(a)   any Service Option and features and characteristics for each service as selected by Customer on the Service Order; and

(b)   any Metered Plan as agreed by customer.

Other Customer responsibilities

1.23   You must ensure that, at your own cost:

(a)   you comply with any requirements on the Service Order;

(b) all our equipment and your equipment is located at the sites in such manner and position as is reasonably requested by us to enable us undertake the Services;

(c) You must have a high-speed Internet connection to access the BGP Telecom CloudPABX Services, and hardware and software that are compatible with the BGP Telecom CloudPABX Services.

(d) Only use a voice system that has been accredited by us for use with BGP Telecom CloudPABX Services.

1.24 You will be given a high degree of control over your operating system configuration and management. If you configure and manage your operating system in such a manner that causes disruption to the BGP Telecom CloudPABX Services and/or deletion of any data, you will be responsible for any loss that we suffer as a result and may need to pay us an additional charge to fix any problems.

Integrated Public Number Database (IPND)

1.25 The Customer acknowledges that BGP Telecom is obliged by law to supply specified End-User Information with respect to any person who is allocated a Geographic for the purposes of the Integrated Public Number Database. The information held in this database may only be provided for an approved purpose to approved organisations such as directory information organisations or for the assistance of emergency service or law enforcement organisations. The Customer must ensure that any changes to the End User services are provided to BGP Telecom as soon as possible. BGP Telecom retains the right to suspend services that do not have a correct or incomplete Address and/or the Location details are not representative of the SZU (Standard Zone Unit) of where the number is allocated.

Acceptable Usage

1.26 The Customer warrants (without limiting any clause within the Master Services Agreement) that it will not use, or attempt to use, an BGP Telecom CloudPABX Service and that it will use all reasonable endeavours to prevent its End Users using or attempting to use a Service:

(a) to break any law or to infringe another person's rights;

(b) to expose BGP Telecom or its suppliers to liability;

(c) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted; or

(d) in any way which damages, interferes with or interrupts the Service, the BGP Telecom Voice Network or a Supplier Network

2 Exclusions from Scope

Customer Systems for Which No Managed Services Have Been Procured

2.1 Only the equipment and systems set out in the Service Order are subject to the BGP Telecom CloudPABX Service.

Toll Fraud and Toll Hacking

2.2 We have taken preventative measures to mitigate the effects of toll fraud to the BGP Telecom CloudPABX System, however we are not responsible for the unauthorised use of the phone system (PBX and connected handsets). It is solely your responsibility to ensure endpoint security (for example access control policies) and to ensure your user's toll barring settings are set appropriately and that restricted dialing prefixes are fit for purpose.

Pre-existing Faults

2.3 Where pre-existing faults exist in systems and services for which we are providing Managed Services we will investigate the root cause and consult with you on how best to rectify those faults. However, we are not responsible for the resolution of such faults.

Other

2.4 Unless stated otherwise on the Service Order (and then only to the extent that it is set out on the Service Order) we are not responsible for:

(a)   backup of any Customer Data;

(b)   disaster recovery;

(c)   anti-virus or similar protection;

(d)   security.

3   Support Centre

3.1   We will provide you with access to our Service Centre during the Managed Service Period.

3.2   You must ensure that only your IT support team members who are skilled and knowledgeable in your technical and business environment and your applications make Incident Support Requests to Service Centre. In particular you must ensure that no end user contacts the Support Centre directly.

3.3   Your IT support team members may make Incident Support Requests to the Service Centre.

3.4   We will deal with each Incident Support Request made to the Support Centre as follows:

Incident Priority Definitions

Description	Definitions

All calls will be classified into one of the following severity levels:
-    Priority One
-    Priority Two
-    Priority Three
-    Priority Four
-    Priority Five
	Priority One - Critical:
	There is a failure of the entire BGP Telecom CloudPABX System.
	
	Priority Two - Urgent:
	The System is seriously degraded but can continue its operation via a work-around or incremental resource for a short period of time before business stops.
	            Examples: *Extremely poor voice quality.*
	
	Priority Three - Major:
	A failure in the System causes the Managed Service to be lost by a single or small number of users, affecting significant business functionality. Problems or incidents where a work-around exists or can be developed with a small amount of incremental resources.
	
	Priority Four - Ordinary:
	Problem or incident where single users can operate activities normally, but a definite fault is identified.
	
	Priority Five - Requests:
	Any call from single users or site groups that are requesting a new service or some clarification on an existing service.
	            Example: *Requesting a new user account or the meaning of a system message.*

Incident Resolution Control

3.5   Incident Support Requests are prioritised by us according to their impact and urgency. We aim to respond and resolve each case within the target timeframes in the following table:

Priority	Call Acknowledgement	Target Response	Target Resolution
Priority One	30 min	2 hours	4 hours
Priority Two	30 min	Same Business Day	1-2 Business Days
Priority Three	30 min	Same Business Day	2-3 Business Days
Priority Four	30 min	Next Business Day	3-4 Business Days
Priority Five (Service Request)	1 hour	Next Business Day	2–5 Business Days

Note: Each time period that is a minute or hour is calculated only during our Business Hours, unless you have acquired 24 x 7 Support from us, in which case these time periods are calculated on a 24 x 7 basis for Priority One incidents only.

3.6   In this table "Resolution" means an action that will resolve an incident, i.e., allows your users to carry out their business function even if this is achieved by using a temporary work-around, repair or alternative configuration, technology or process.

4   Service Levels

Service Level: System Availability

4.1   We provide Service Levels in respect of the Availability of each System that is being managed under the BGP Telecom CloudPABX Service.

4.2   We must meet or exceed any Service Level that is applicable to each System that is the subject of the BGP Telecom CloudPABX Service acquired under the Service Order, except where the failure, delay or other breach arises from, or is contributed to by, a Reasonable Excuse.

Service Level Name	Service Level	Measurement
System Availability during Business Hours	99.9%	System Availability % is calculated as: 1-(Unplanned Downtime/Required Uptime) Where Unplanned Downtime and Required Uptime are measured over our Business Hours.

4.3   There is no Service Level for in relation to the availability or performance of any handsets.

4.4   In defining the Service Levels in this clause 4:

(a)   **Planned Downtime** means the System is unavailable for a time period due to approved maintenance that is disruptive to system operation and usually cannot be avoided with a currently installed system design. Planned Downtime events might include patches to System software that require a reboot or System configuration changes that only take effect upon a reboot. Our policy is to agree a monthly downtime window with a Customer upon contract initiation during which planned downtime can occur at a time that causes minimal impact to Customer.

(b)   **Required Uptime** means the total number of minutes in the month.

(c)   **System Availability** means the % of time over the relevant period that the System is available to be used by either end users or other systems.

(d)   **Unplanned Downtime** means any downtime that is not Planned Downtime during the relevant period.

How is the System Availability Service Level measured?

4.5 The Availability Service Level is measured and reported monthly. System Availability is measured by us using information obtained from our monitoring systems and is binding on us both.

5 Change Management

5.1 We will operate the following change management process:

Services	Description	Specifications
Change Management	The process to manage and track change requests to the Managed Services, systems and applications.	All change requests are to be submitted to the Service Centre. This functions as the control and tracking point for all changes. Change notification request periods are based on the type of change: Planned Projects - Two (2) weeks prior to change date. Non-Emergency – Five (5) days prior to change date. Emergency – Immediately as required#

- Should an **Emergency Change** be performed it must be as a result of imminent Emergency. All such changes will be retrospectively raised as a formal change and any associated major incident actioned and documented accordingly.

6 Service Period, Renewal and Termination

Service Period and Renewal

6.1 The commencement date of the Service Period of the BGP Telecom CloudPABX Services shall be the date when the Service under a Service Agreement commences which is:

(a) The earlier of the date that BGP Telecom notifies Customer that the Service is ready for use or the date that Customer first uses the Service, or

(b) such other date agreed by the Parties.

6.2 The Minimum Service Period of the BGP Telecom CloudPABX Services shall be 36 months, unless otherwise set out on the Service Order.

6.3 The Minimum Service Period (or any subsequent period of the Service Period) can be extended within the last 6 months of the Service Period for a subsequent Service Period of 36 months, or other such Service Period as agreed between the Parties, by requesting a revised Service Order quotation from BGP Telecom.

6.4 Should the Minimum Service Period elapse without Customer signing a revised Service Order, out of contract BGP Telecom CloudPABX Services list pricing will apply.

Termination for Convenience

6.5 You may terminate the BGP Telecom CloudPABX Services for convenience by giving us 30 days written notice. Early termination will attract an Early Termination Penalty calculated using the following formulae:

Early Termination Penalty = (A*B) + C,

where;

"A" is the Minimum Spend;

"B" is the remaining term of the Minimum Service Period; and

"C" is any outstanding Fees for work done or planned.

7 Pricing and Fees

Fees

7.1 You must pay the following Fees for the BGP Group Network Services in this Schedule:

(a) a variable monthly Fee, which can be renegotiated within 6 months of the current Service Period end date, with a view to extending as per Clause 6.3.

(b) the variable monthly Fee is based on Metered Plan and the pricing schedule as specified in the Service Order;

(c) a Fee for Moves Adds and Changes ("MACs") as per the pricing schedule as specified in the Service Order.

Monthly Service Fee

7.2 Where there is a "Unit Price" (usually specified in the column headed "Quantity" in the Service Order), Fees must be calculated by reference to the quantity provided to you in the relevant month. The initial quantities required by you are usually set out in the column headed "Quantity" in the Service Order. You may change the quantities required for a month by giving written notice of the changes at least 5 days prior to the beginning of the relevant month.

8 Additional Defined Terms

8.1 For the purpose of this Schedule only, the following terms have the meaning given to them in this clause, unless the context requires otherwise:

(a) **ACMA** means the Australian Communications Media Authority.

(b) **Basic Telephone Service** means a local service connected to the Public Telephone Network.

(c) **ISDN** means a set of communication standards for simultaneous transmission of voice.

(d) **Metered Plan** means the BGP Telecom proposal document which defines per element usage charges.

(e) **Public Telephone Network** means the aggregate of the world's circuit-switched telephone networks that are operated by national, regional or local telephony operators.

(f) **SIP** means a voice protocol technology by which telephony services are delivered across the internet or a data network.

(g) **Trunking** means a method to provide network access.

(h) **Local Number Portability** means the ability of a Customer to retain their phone number if they switch to or switch from another telephone provider.