

Specific Product Terms

Telephony Services

Version 3.0

Dated: 14th September 2023

1. About these terms and conditions

1.1. These Specific Product Terms

- a. This document is known as 'Specific Product Terms' [SPT], and states the specific terms and conditions under which VISITS agrees to supply the following Products and/or Services to the Customer, and upon which the Customer agrees to procure those Products and/or Services from VISITS
- b. The Products and/or Services too which these Specific Product Terms apply include:
 - i. Teams Phone by VISITS (TPV)
 - ii. UCXpress (UCX)
 - iii. Other Unified Communication as a Service (UCaaS) products except where those products have their own Specific Product Terms.
 - iv. TPV, UCX and UCaaS are collectively referred to as **Telephony Services (TS)**.
- c. These Specific Product Terms form part of the Agreement with the Customer, and should be read in conjunction with the other documents which form part of the Agreement including the MSGA and Dictionary available from our website at <https://visits.com.au/documents> as well as any Statement of Work.

1.2. Definitions

The following additional defined terms are used in this Specific Product Terms:

- **Calling Plan** means a Per-User, Per-Channel or Per-Simultaneous-Call connection between the Telephony Services and the PSTN. Calling Plans may include an allowance for calls made to the PSTN (Included Calls) or be entirely based on usage (PAYG).
- **Excluded Calls** means all (a) international outbound calls, (b) premium-rate numbers, (c) inbound and outbound calls to 1300, 1800 and 13 numbers (Australia) and 0800 numbers (NZ).
- **Hubl UC** means a portal for management of the Telephony Services.
- **Included Calls** means a Calling Plan which provides unlimited local, national long distance, Australian mobile and NZ mobile and national calls (except Excluded Calls and excessive or unreasonable use as defined in this Agreement).
- **PAYG** means a Calling Plan where all calls are charged on a per-call or time basis.
- **Per-User** means a service provided on a per-user basis (one service per staff member who has access to the service).
- **Per-Channel** or **Per-External Channel** means a service provided based on the number of simultaneous calls between the Telephony Services and the PSTN.
- **Per-Simultaneous-Call** means a service provided based on the number of simultaneous calls, which includes both internal calls within your organisation and external calls to/from the PSTN.
- **PSTN** means Public Switched Telephone Network, the traditional telephone network through which you can made fixed landline (local, national and international) and mobile calls.
- **Services Agreement** means this document.
- **Service Start date** means the date the first end user is activated, or such other dates as agreed by us in writing.

- **Suppliers** means suppliers of PSTN, TPV, UCX, UCaaS, Network and other services to VISITS, which form part of the Telephony Services.
- **Teams Phone by VISITS (TPV)** means a feature rich cloud voice telephony and unified communications service that is supplied over the internet or private data network, utilising Microsoft 365 Teams Calling, as described in Section 2.1
- **Telephony Services (TS)** is a collective term meaning TPV, UCX and other UCaaS products provided by VISITS under this agreement.
- **UCXpress (UCX)** means a cloud-based PSTN service as described in Section 2.2.
- **Unified Communications as a Service (UCaaS)** means an integrated telephony service (other than TPV or UCX) provided by VISITS. This may include Broadworks, WebEx, Cisco or similar UCaaS products.
- **Variable Call Charges** means charges for outbound calls made to the PSTN, which are excluded from the Calling Plan.
- **VISITS Support Package** means a service from VISITS to provide end-user support, training and troubleshooting of the Service. This will be per-user unless otherwise stated in a Statement of Work.

2. Service Description

2.1. TPV

Teams Phone by VISITS (TPV) is a cloud-based PSTN service for use with Microsoft 365 Teams.

TPV enables you to make and receive voice calls from Microsoft Teams to/from the PSTN network. TPV includes:

- Voice calling capability between your Microsoft 365 tenancy (Microsoft Teams) and our PSTN voice network;
- PSTN phone numbers;
- Calling Plans (either Included Calls or PAYG) which can be allocated to your Microsoft Teams end-users;
- VISITS support including Service Desk, incident management, end user support and training.

2.2. UCX

UCX (UCXpress) is a cloud-based PSTN service designed for organisations with small call volumes where a Per-Channel solution is adequate for the organisation and integration with Teams is not required.

UCX enables you to make and receive voice calls using a softphone or desk phone to/from the PSTN network. UCX includes:

- Voice calling capability between your devices (softphone or desk phone) and our PSTN voice network;
- Voice calling capabilities internally;
- PSTN phone numbers;
- Calling Plans (either Included Calls or PAYG);
- VISITS support including Service Desk, incident management, end user support and training.

2.3. Additional products and services available

Additionally, VISITS may resell you the following, which do not form part of the TPV or UCX offering:

- Subscriptions to Microsoft licensing for Office 365 and Microsoft Phone.
- Handsets, headsets or other devices to use with Microsoft Teams.

3. Prerequisites and Requirements

3.1. All Telephony Services

In order to use our Telephony Services, you must meet the requirements as outlined in this Section.

- Have a data service with sufficient bandwidth to support voice and video (if applicable) calls:
 - Minimum of 100k of available bandwidth per active voice channel to meet the requirements for reliable voice quality,
 - Between 512k and 4092k of available bandwidth per video session depending on the video quality selected;
 - Where the available bandwidth does not meet these requirements, we will use reasonable efforts to ensure the service will operate as required but cannot guarantee the quality of service.
- Cloud SIP and Cloud ISDN Channels provided as a Trunk will only accept the following CODECS:
 - G711 alaw (20ms Packetisation)
 - G711 ulaw (20ms Packetisation)

- c. Maintain a VISITS Support Package

3.2. TPV

In addition to the above, TPV requires the following:

- a. Microsoft Licensing and Services
 - i. Have and maintain the required Microsoft 365 licenses for each end-user who will be allocated a Calling Plan.
 - ii. Have your Microsoft 365 tenancy located in Australia.
- b. VISITS Access and Services
 - i. Make and maintain VISITS as an Administrator of your Microsoft 365 tenancy to enable us to support your Teams Phone environment and provide the TPV services.

3.3. Compatible Hardware

- a. We provide a defined list of compatible hardware. Whilst hardware not on this list may work, we are unable to guarantee compatibility and will charge an additional fee for support if you connect unauthorised or untested devices.

4. Acceptable Use

- a. You must not:
 - i. Use equipment or software to overcome, manipulate or bypass any limitations or charges that we have placed on the Telephony Service; or
 - ii. use the Telephony Service in such a way that we believe would unreasonably affect other users on the network.
 - iii. use the Telephony Service for contact centre or telemarketing purposes, without our written permission. For the avoidance of doubt, this does not prevent you or your staff from making or receiving sales calls or receiving calls from customers as part of your normal business operations;
- b. You agree to only send caller identification information which ACMA has deemed to be valid. We may immediately without notice over-stamp any phone numbers which we believe is a contravention of this clause.
- c. In the event of call recording software being used, you must obtain consent from all parties prior to using the software.
- d. You must not resell or aggregate Telephony Services to downstream customers.
- e. In relation to Calling Plans with Included Calls, you must not:
 - i. exceed reasonable business use. Unless otherwise stated “reasonable business use” in this context means:
 - (a) up to 1000 minutes of fixed-to-national calls per-month or up to 500 minutes of fixed-to-mobile calls per month, per-user or per-channel as appropriate. These limits are pooled across all users or channels.
 - (b) For example, if you have 10 user-based Calling Plans with Included Calls, then you are not exceeding reasonable business use unless either your total fixed-to-national calls per month exceeds 10,000 minutes, or your total fixed-to-mobile calls exceeds 5,000 minutes.
 - (c) For example, if you have 5 channel-based Calling Plans with Included Calls, these limits are 5,000 and 2,500 minutes per month respectively.
 - (d) If reasonable business use is exceeded, at our discretion, we may change your service to a PAYG model at any time.

5. Pricing

5.1. Types of Charges

Charges for Telephony Services may include the following:

Calling Plans (Per-User)

- Per-User plans, either with Included Calls or PAYG.
- Included Call and PAYG plans cannot be mixed.

Calling Plans (Per Channel / Per External-Channel)

- Per-Channel plans, either with Included Calls or PAYG.
- Included Call and PAYG plans cannot be mixed.
- Per-Channel and Per-User Calling Plans cannot be mixed.
- For TPV, a minimum of 5 channels must be purchased.

Calling Plans (Per Simultaneous-Call)

- For UCX only: Per-Simultaneous-Call plans, which are required in addition to Per External-Channel plans.

Excluded Calls

- All international and premium-rate numbers.
- Inbound and Outbound calls to 1300, 1800 and 13 numbers (Australia) and 0800 numbers (NZ)
- Applies to both Included Call and PAYG plans.

Variable Call Charges

- Per-Call charges for PAYG plans.

Optional or Additional Charges (For Specific Services)

- Direct-in-dial (DID) numbers (Australia) or DDI (NZ)
- Mobile direct-in-dial (DID) numbers
- Inbound number hosting for 1300/1800 and 13 numbers (Australia)
- Inbound number hosting for 0800 and 0508 numbers (NZ)
- International Toll Free Services (US, UK and others)
- Email to Fax / Fax to Email Services

Call-Centre Products

- Call centre agent
- Call centre supervisor
- Call centre wall board
- Reception console
- CRM integration
- Call recording
- Reporting and analytics

Initial Setup

- Number porting or returns

Support

- VISITS Support Package

In some cases, an ATA (to connect analogue systems such as faxes) and additional number ranges may also be required.

Additionally, VISITS may supply you with Microsoft licensing subscriptions and device hardware for which separate fees apply.

5.2. Your Specific Charges

- a. Your specific charges will be set out in your proposal.
- b. In the absence of a charge being specified in the proposal or this document, standard fees and charges apply as per information available on our website.

5.3. Variation to Pricing

Pricing for Calling Plans and the VISITS Support Package are fixed during the term of the agreement. No less than 45 days prior to the renewal date (the end of the Initial Term or any Extension Term), VISITS may advise you of any price changes that will take effect on the 1st day of the Extension Term if the Telephony Service is renewed.

We may, at any time during the Initial Term or any Extension Term with written notice, vary the following fees:

- Variable Call Charges
- Fees for **additional (new)** Calling Plans or VISITS Support Packages
- Number hosting
- Other services including but not limited to fax services, call centre (agent, supervisor, wallboard), reception console, CRM integration, call recording, reporting and analytics

5.4. Variable Call Charges

International call fees are, unless otherwise indicated, shown as per minute rates. Billing is per second rounded up to the next cent. International call rates vary by dialling prefix.

6. Term and Termination

6.1. Commencement

- a. The Initial Term commences on the Service Start Date

6.2. Term

- a. Unless otherwise stated in the Proposal:
 - i. Initial Term is 36 months.
 - ii. Extension Term is 12 months.
 - iii. Minimum Notice Period is 1 month.

6.3. Our Right to Suspend or Terminate

- a. We may, without liability, immediately suspend, restrict or cancel TS at any time by giving notice to you if:
 - i. You breach any of your obligations relating to the use of TS (including, without limitation, any use of TS for illegal or unlawful purposes);
 - ii. We reasonably suspect fraud by you, your Personnel, or any other person in connection with TS or that TS is being used in connection with any illegal activity or contrary to law;
 - iii. We believe it is necessary to do so to:
 - (a) Comply with any law or an order or request of any relevant Regulatory Authority or person responsible for the enforcement of law;
 - (b) Protect any person, equipment or to attend to any emergency;
 - (c) Protect or minimise potential for loss of or damage to data or goods regardless of who they belong to;
 - (d) Minimise further expenses because we reasonably believe the TS has/have been compromised and unauthorised charges are being incurred;
 - iv. You breach the terms of any TS acceptable use policy;
 - v. You are in material breach of these terms or your other agreements with us; and
 - (a) We have notified you in writing of that breach and you have failed to remedy it within 30 days after we give you notice requiring you to do so; or
 - (b) We have notified you in writing of the breach and the breach cannot be remedied.
- b. We can suspend, restrict or cancel TS by giving you as much warning as reasonably possible:
 - i. For TPV: If Microsoft and/or our carrier discontinues support or provision of Office 365, carrier or other services which are essential to the provision of our Service, provided that we will give you reasonable documentation and other evidence verifying that Microsoft and/or our carrier have done so.
 - ii. There is a force majeure event which prevents us from providing TS.
- c. We can suspend TS if your account is overdue and not resolved in accordance with the MSGA.

- d. We can cancel or alter TS at the end of the Initial Term or any Extension Term by providing you with no less than 60 days' notice.
- e. We will only exercise our suspension rights under clause 6.3(a) where the relevant third party provider to us suspends the provision of the relevant TS service to us or requires that we suspend the provision of the relevant TS service to you.

6.4. Your Right to Terminate

- a. Without limiting your other termination rights including under the MSGA, you may terminate TS in part or in whole:
 - i. At the end of the Initial Term or any Extension Term
 - (a) By providing at least the Minimum Notice Period.
 - ii. At any time without Cause
 - (a) By payment of the Early Termination Payment, being equal to 50% of the remaining value (for the Term) of all recurring monthly charges (including the Calling Plans and VISITS Support Package).

7. Billing and Payments

7.1. Issuing of invoice for Readiness Assessment

- a. Following acceptance of the Services Proposal, VISITS will invoice the Customer for the Readiness Assessment. VISITS is not required to commence the provision of the Readiness Assessment prior to receipt of payment.

7.2. Issuing of invoice prior to Implementation

- a. Prior to commencement of implementation services, VISITS will invoice the Customer for the following:
 - i. Standard Implementation Services
 - ii. Additional Implementation Services
 - iii. Pre-payment for the first month of Calling Plans and VISITS Support Packages.
- b. VISITS is not required to commence the provision of Implementation prior to receipt of payment.

7.3. Issuing of ongoing monthly invoices

- a. On or about the first (1st) day of each month, VISITS shall invoice the Customer the following:
 - i. Prorated fees for Calling Plans and VISITS Support Packages (in arrears) for any additional users provisioned in the previous month.
 - ii. The monthly fee for Calling Plans and VISITS Support Packages in advance for all users for the coming month.
 - iii. Variable Call Charges in arrears for all users.
- b. The first monthly invoice, issued after the Service Start Date, will consist of the following:
 - i. Prorated fees for Calling Plans and VISITS Support Packages (in arrears) for ALL users, commencing on the Service Start Date.
 - ii. The monthly fee for Calling Plans and VISITS Support Packages in advance for all users for the coming month.
 - iii. Variable Call Charges in arrears for all users.
 - iv. A **credit** for the pre-payment for the first months' Service paid as part with the invoice issued prior to Implementation (Section 7.2.a.iii).

8. Implementation Services

8.1. Readiness Assessment

- a. During the Readiness Assessment, we will identify any matters that may hinder the migration process or the functionality you need from the new system. If any issues are identified, these will be discussed, and recommendations presented for addressing the issue.

- b. At a minimum, we will require the following from you (for each site) prior to commencing the Readiness Assessment:
 - i. Details of all existing voice services, number ranges, gateways and analogue services (fax machines, alarm lines, EFTPOS, modems etc)
 - ii. Details of data services including link details, bandwidth, IP addressing schemes, QoS policies.
 - iii. Details of all network devices (switches, access points), configurations/policies (VLAN details, security policies etc).
 - iv. Number of end users.
 - v. For TPV: Microsoft 365 licenses.
- c. If you do not have these details, we may require Administrator Access to each device or system so that we can access the configuration information. Additional fees may apply if we need to audit and document these systems.

8.2. Implementation Services

- a. Standard Implementation
 - i. The standard implementation service (charged per person) includes the following services:
 - (a) Planning and meetings
 - (b) For TPV: Configure your Office 365 Tenancy for Teams Phone and connection to VISITS' PSTN service
 - (c) Configure main-number and auto-attendant functionality. Uploaded auto-attendant audio files provided by you
 - (d) Configure Direct In-Dial for all staff and configure per-person settings
 - (e) Configure basic call groups (allowance for 2 call groups per 50 staff).
 - (f) Training delivered through (a) A pre-recorded webinar (watch in own time) or attend a regularly scheduled live webinar, (b) Documentation and guides on hubl (VISITS' customer hub / portal)
- b. Additional Implementation Services
 - i. All other services not included in the Standard Implementation will be charged at hourly rates unless a fixed-fee professional service engagement has been separately quoted. Fees for such additional services will only be charged with prior written approval from the Customer.
 - ii. Services that are available include (but are not limited to):
 - (a) Onsite support
 - (b) Device installation and configuration
 - (c) Planning and design for integrations with other systems, such as alarms, intercoms, access control and fax.
 - (d) Any work required on your existing phone system, including assisting with implementation of diversions and exporting of auto-attendant audio files
 - (e) Number porting
 - (f) Scripting and recording of audio files
 - (g) Dedicated remote training sessions (via conferencing)
 - (h) Decommissioning of old systems
 - (i) Specialised video conferencing equipment including installation

9. Other Service Specifics

9.1. VISITS Support Package

The VISITS Support Package includes the following services.

- a. Training and Staff Support
 - i. Support for your staff to assist them accessing and using the TS and its features.
 - ii. Guides and training resources delivered through **hubl** or email
 - iii. Announcement of new features delivered through **hubl** or email
- b. Incident and Problem Management

- i. Service Desk available to all your staff
- ii. Remote support to investigate and manage resolution of any issue related to the connection from the TS to the PSTN network and carriage. Where we need to engage the carriage provider, we will manage the entire support process.
- iii. For TPV, and issues relating to Office 365 phone functionality. Where we need to engage Microsoft, we will manage the entire support process.
- c. Support for devices
 - i. Where VISITS is providing Managed Services for the device, we will support the TS on that device as part of the Managed Services offering.
 - ii. In all other cases, at our absolute discretion, we may provide basic initial troubleshooting and end-user assistance. This applies to handsets, headsets, webcams and use of the TS on personal and home computers.
- d. Moves, Adds and Changes
 - i. The following Moves, Adds and Changes (MAC) are included in the VISITS Support Package (monthly fees may vary due to the change in quantities):
 - (a) Enable a new Calling Plan
 - (b) Disable a Calling Plan
 - (c) Assign or reassign a Calling Plan to a user account
 - (d) Order a new 100 number range
 - (e) NOTE: When a staff member leaves, the default support process is to **unassign** Calling Plans (and for TPV, Microsoft Phone licences) and return them to a pool of unused licences, ready to be reassigned to a different employee. If you require Calling Plans or licences to be permanently removed, please request this with your Account Manager.
 - ii. At our discretion, other minor and infrequent changes may also be included within the VISITS Support Package monthly fee.
 - iii. Other changes will incur a Professional Services fee which will be quoted separately.

9.2. Numbering Plans

- a. Section 455 of the Telecommunications Act 1997 governs the allocation of Numbering Plans for the numbering of carriage services in Australia and the use of numbers in connection with the supply of services. The provision of numbering plans to you will be in accordance with the Act.

9.3. Calling Plans

- a. Calling Plans will be listed in the Services Proposal and on the VISITS website.
- b. Is it not possible to mix Calling Plans which include calls, with those that do not include calls. All users within the enterprise must be allocated the same Calling Plan.
- c. For TPV: All plans provide access to all Microsoft 365 phone features available under your Office 365 subscription.

9.4. Number ranges and porting

- a. New Numbers
 - i. We can provide telephone numbers for your use in a block of single numbers or in one or more 100 contiguous numbers. Additional charges apply for Direct-In-Dial services.
- b. Porting of Numbers
 - i. We permit both the porting in and porting out of numbers subject to the following:
 - (a) It must be technically feasible.
 - (b) Porting of all numbers must occur at the same time.
 - (c) Numbers can only be ported as single numbers or in blocks of 100 contiguous numbers.
- c. Professional service fees apply to management of the porting process (in or out).
- d. You should check if the other provider charges fees for the porting process and if there are any porting limitations in their service.

9.5. For TPV: Microsoft Teams Functionality

- a. VISITS provide phone system functionality in accordance with the capabilities of Microsoft Office 365 and Teams, which may be changed over time by Microsoft. Refer to the Microsoft Australian website for Teams Phone for the latest features: <https://www.microsoft.com/en-au/microsoft-365/microsoft-teams/voice-calling>
- b. Microsoft's Terms and Conditions for the provision of their licensing and cloud platform can be found on Microsoft's website at <https://www.microsoftvolumelicensing.com/>

9.6. Call Quality

- a. Call quality may be impacted by several factors including your devices (handsets, headsets and other devices), the quality and bandwidth of your network and internet connectivity, the carriage service and (for TPV) the Microsoft Office 365 Teams service. As part of our VISITS Support Package, we will help diagnose issues if they arise. However, we cannot guarantee call quality where there are device or network bandwidth issues, or where your network does not have QoS for voice calls.

9.7. Devices

- a. You may purchase devices (handsets, headsets, webcams and conferencing equipment) from VISITS or supply your own. Devices should always be approved for use by UCX or Microsoft for use with Office 365 as appropriate.

9.8. Replacement of Analogue Services

- a. Where you still utilise analogue services such as fax machines, we can provide a fully-managed ATA including managed hardware, phone number, support and 'calls'. The ATA is a physical device which plugs into your network and fax machine and allows sending/receiving faxes via your modern phone system. Additional fees apply.

9.9. Availability and Quality

- a. Service availability and quality may differ from a standard telephone service as it is subject to network and internet congestion and your compliance with the minimum operating requirements.
- b. You accept that the Service may not be appropriate if a user has a disability, serious illness, life threatening condition or if for any other reason a user requires uninterrupted phone line access to 000 emergency services. If a user requires uninterrupted phone line access to emergency services, it is your responsibility to notify them of the requirement to ensure such access and we will not be liable for any loss suffered due to any failure to procure such access.

9.10. Emergency Services

- a. Due to the mobile nature of the Telephony Services, staff can be accessing the service (via an internet connection) from any device and location. Therefore, emergency services (eg: 000) will receive a "location unreliable" flag and will be required to ask the caller their location.

10. Service Level Agreement (SLA)

This Service Level Agreement (SLA) sets forth the service levels to be provided by VISITS in the delivery of the Telephony Services to the Customer.

10.1. Service Availability Targets

- a. The table below outlines the service availability which we will endeavour to provide for the Telephony Services [Service Availability Targets]:

Service	Service Availability Target
TPV and UCaaS	99.99%
UCX	99.95%
Access via Application based clients	Best Effort*
*For the purposes of this document "Best Effort" means that we will make good-faith efforts to achieve the best result having regard to the circumstances, however we cannot (and do not) guarantee any set level of service availability due to the nature of the underlying operating system and environments outside of our control.	

10.2. Fault reporting and target response and restoration times

- a. Before reporting any faults to us, you must triage the issue and take all reasonable steps to ensure there is no fault with any third-party equipment/services or within your administrative domain.

- b. If you rely on equipment supplied by us, you must specifically ensure that such equipment is connected, receiving power and cooling as required to be operational.
- c. As soon as you have confirmed that the fault is related to the TS service supplied by us, that fault must be logged through our Service Desk.
- d. We will respond to faults in order of their severity as set out in the following table:

Severity	Teams Phone by VISITS
Critical	Loss of ability to make and receive calls impacting >30% of your services. Inability to make emergency services calls Complete loss of connectivity ⁽¹⁾ responsiveness
Major	Loss of ability to make and receive calls impacting <10% of your services. Loss of enterprise feature e.g. Voicemail or IVR Intermittent phone registration / call problems or connectivity issues ⁽¹⁾ Persistent call quality issues
Minor	Individual call and or phone registration issues Phone handset DOA and warranty claims ⁽²⁾ Intermittent call quality issues
Informational / MAC	Moves, Adds and Changes not available in Hubl UC or need to be requested manually including; Informational billing / usage / CDR requests
(1) Loss of connectivity does not apply to services where we cannot see an issue in the cluster and the problem is limited to your business.	
(2) BYO devices are not supported by our Service Desk	

- e. Depending on the severity of the fault (as classified above) we will use our reasonable efforts to provide a response, restoration and a resolution within the times set out in the following table:

Severity	Response Time	Restoration ⁽³⁾	Resolution	Coverage
Critical	15 Minutes ⁽¹⁾⁽²⁾	4 Hours ^{(2) (5) (3)}	24 Hours ⁽²⁾	24x7
Major	1 Hour ⁽²⁾	8 Hours ⁽²⁾⁽³⁾	2 Business Days ⁽²⁾	Business Hours
Minor	1 Business Day ⁽²⁾	2 Business Days ⁽³⁾	2 Business Days	Business Hours
Informational / MAC	1 Business Day	NA	2 Business Days	Business Hours
<p>(1) Critical faults which occur after-hours will have an extended response time of 1 hour.</p> <p>(2) Does not apply to VISITS' Communicator (PC and Mac) VISITS' UC-One (IOS and Android) or other application clients.</p> <p>(3) Restoration is aimed at resolving the immediate issue to get the customer working. This is a temporary fix and further remediation work may be required in order for there to be a resolution. In some circumstances there will be no need for restoration and the fault can be rectified and a resolution reached immediately. In cases where restoration is dependent on access to customer sites afterhours, if such access is not granted then targets cannot be achieved.</p> <p>Tickets waiting on the Customer with no response for 10 days will be closed as resolved.</p>				

10.3. Rebates

- a. Subject always to 10.3.b below you are entitled to a rebate as set out in 10.3.d where we fail to meet the Service Availability Targets set out in 10.1 above.
- b. You will not be entitled to any rebates, where any failure to meet the Service Availability Targets was caused, or to the extent contributed to, by any of following excluded events:
 - i. Force Majeure Events;
 - ii. Scheduled maintenance;
 - iii. Customer or third-party equipment failure;
 - iv. Any failure to report the incident or outage to us in accordance with our incident reporting procedure;
 - v. Improper use or failure to adhere to any acceptable use policy (if applicable);
 - vi. Unauthorised modifications or use of unauthorised equipment and devices;

- vii. Power outages at the customer site or third-party facilities;
 - viii. Where a Service has been suspended or cancelled in accordance with our rights in this Agreement.
 - ix. Our or our agents' inability to access Customer's premises to resolve the issue.
- c. All claims for rebates must be submitted within 10 days of the incident occurring; and
- d. The table below sets out the rebate percentages applicable to the Telephony Service products if you are entitled to rebate:

Service Availability (TPV and UCaaS)	Service Availability (UCX)	Rebate
≥ 99.99%	≥ 99.95%	0
< 99.99% ≥ 99.90%	< 99.95% ≥ 99.8%	2.5%
< 99.90% ≥ 99.50%	< 99.8% ≥ 99.0%	5.0%
< 99.50% ≥ 99.0%	< 99.0% ≥ 98.0%	7.5%
< 99.0%	< 98.0%	10.0%

- e. The Service Availability will be calculated as follows:
- i. the total number of minutes the TS is available for the month (see clause 10.3.f);
 - ii. divided by the total number of minutes in the month.
- f. For the purposes of determining the total number of minutes of availability of the TS, the TS will only be considered to be unavailable:
- i. from the time the incident was reported to us in accordance with Section 10.2.c
 - ii. to the time we provide restoration of the Service (as defined in the table at section 10.2.e)
- g. The rebate percentage is applied to the monthly recurring charge for the affected TS and for the affected month/s. ie: you cannot add up the rebates for two different affected TS and get a cumulative total rebate percentage to be applied to both TS. The rebates are applied separately to each affected TS.
- h. The rebate will be issued in the form of a percentage credit on the next available invoice after the rebate has been approved by us.

11. Changes to Telephony Services

- a. You acknowledge that we may make changes to the TS from time to time, including, without limitation, in circumstances where one of our Suppliers (from whom we acquire Carriage Services for resale to you) changes a service or its associated technology or changes the terms and conditions which apply to the services they supply to us. If we make any change to the TS, we will comply with this clause 11.
- b. If we intend to make a change to the TS and the change could be reasonably expected to adversely affect you, we will notify you in writing at least 30 days prior to making that change.
- c. Your rights if we change the TS
- i. If we make any change to TPV that will have a material detrimental impact on you (excluding situations set out in clause 11.d), you may cancel the affected TS Service/s by complying with clause 11.c.ii without incurring an Early Termination Fee, but you must:
 - (a) pay us for any usage or network access charges incurred up to the date you cancelled the Service/s;
 - (b) pay us for any outstanding installation fees and equipment fees for goods or Services that we have provided to you;
 - (c) pay us the proportion of any fee or charge waived or foregone by us where such waiver or forgoing is specified in the relevant Statement of Work (for example, if it is specified in a Statement of Work that we agree to waive a \$500 fee partially in consideration for you entering into a two-year contract with us and you terminate that contract at the 12-month point, you must pay us \$250); and
 - (d) pay us for any amounts for Services requested by you and that are necessary for you to transition to an alternative service provider.
 - ii. If you want to cancel the TS under clause 11.c.i, and your Contract is a consumer contract for the purposes of the Competition and Consumer Act, you must provide written notice to us to that effect within 42 days of the date of our notice of the proposed change. If Your Contract is not a consumer contract for the purposes of the Competition and Consumer Act, you must provide a written notice to us to that effect within 20 days of the date of our notice of the proposed change. Any such cancellation will be effective on the date you give us the notice.
- d. Exceptions to your rights to cancel under clause 11.c

- i. Your rights to cancellation under clause 11.c do not apply if we need to change the TS because:
 - (a) there is an increase in taxes or levies imposed by the law, or new taxes or levies imposed by the law come into place;
 - (b) there is a change to the costs of ancillary services (such as an increase in credit card or direct debit transactions fees imposed on us by third parties) as long as we have provided you with a reasonable alternative at no additional charge.
 - (c) there is an increase in the charges imposed on us by third parties for international Carriage Services or content and premium services which we resell to you from a third party, provided:
 - we told you at the time we offered a Service to you that the prices were subject to change; and
 - we give you notice within a reasonable period if you have used an affected Service within a reasonable period prior to the date of the proposed change; or
 - (d) we need to make changes:
 - to comply with the law;
 - to address any issues of security in order to protect the integrity of the Service; or
 - to address any technical issues in order to protect the integrity of the Service.
- e. Your rights if changes to the TS do not have a material detrimental impact on you
 - i. Your rights to notification and cancellation also do not apply if
 - (a) we make changes to the TS which both parties agree will not have a material detrimental impact on you, or
 - (b) Our relevant third party provider to us makes a change that they believe will not have a material detrimental impact on you, and therefore which does not permit VISITS to terminate your service with our relevant third party provider, provided that we will give you reasonable documentation and other evidence verifying that our third party provider has done so.
 - ii. If, however, any such change has a material detrimental impact on you because of your particular circumstances or pattern of usage of the TS, please contact us and we may permit you, at our sole discretion, to cancel the TS without incurring certain excess charges additional to what you would have paid had the change not come into effect.

12. Limitations

- a. The SLA and any applicable Service Levels do not apply to any performance or availability issues:
 - i. Due to factors outside our reasonable control, including network or device failures external to our environment including those related to your site or between your site and our environment (for example, your internet links, firewalls, network equipment and devices);
 - ii. That result from any service, hardware or software not provided by us as part of the TS offering, including but not limited to issues with bandwidth or any third-party software or services;
 - iii. Caused by your use of the Service in a manner (a) contrary to approved configurations, (b) inconsistent with the features or functionality of the service (for example, using the system in an unsupported manner) or (c) contrary to our written advice in relation to your usage method not being compliant with our recommendations;
 - iv. Where you are using preview, pre-release, beta or trial versions of our Service;
 - v. Where the issue was caused by changes or actions made by you, your employees, agents, contractors, vendors or anyone gaining access to the system by means of your equipment or passwords, whether or not authorised by you or resulting from a security breach;
 - vi. That result from your attempts to perform operations that exceed prescribed quotas or that resulted from our throttling of suspected abusive behaviour;
 - vii. When the performance issue relates to a user not located in Australia.
- b. Nothing in this Clause 12.a excludes liability of VISITS for SLA or Service Level breaches or performance or availability issues caused by an act or omission of a service provider to VISITS or a subcontractor of VISITS.
- c. VISITS Support Packages exclude all services required due to:
 - i. Malware, hacking and other exploits, whether suspected or actual, other than to the extent caused by VISITS.

- ii. Environmental damage including but not limited to fire, flood, water, heat, natural disaster, building damage or electrical damage, other than to the extent caused by VISITS.
- iii. Intentional or malicious damage caused by you, your staff or any other party, whether the damage be to physical equipment, software, data or configuration.
- iv. Errors or changes made by you, your staff, your suppliers or other parties.
- v. Failure of the clients' other vendors or suppliers to provide their contracted services, or to provide their services with due care.