

## UCAAS AND VOICE

### STANDARD SERVICE TERMS

#### 1. SERVICE DESCRIPTION

- 1.1. This document relates to the supply of the UCaaS and Voice Cloud Services available under the UCaaS section of the CloudBlu Product Catalogue (together being known as the “Services/s”).

#### 2. STANDARD TERMS AND CONDITIONS APPLY

- 2.1. The Services are subject to the General Terms. Defined terms in the General Terms have the same meaning in this document unless expressed to the contrary.

#### 3. HOW THE SERVICE IS ORDERED

- 3.1. Unless otherwise agreed, all Services are ordered through the CloudBlu Product Catalogue and the price will be as per the Accepted Order.
- 3.2. You acknowledge that other additional products or services may be required in order for certain Services to be able to operate as intended. It is your responsibility to ensure that you have ordered all the correct additional products or services.
- 3.3. Certain Services are only available as ‘add-ons’ to other Services. You acknowledge that you will not be able to order these ‘add-on’ Services if you have not first purchased the basic pre-requisite Services that are required to operate these ‘add-on’ Services.
- 3.4. You accept that we may impose minimum quantity or other restrictions on the ordering of certain Services to ensure it is commercially and technically viable for us.

#### 4. MINIMUM OPERATING REQUIREMENTS FOR THE PROVISION OF SERVICES

- 4.1. There are minimum operating requirements and conditions which must be met in order for certain Services to operate in their intended way. These minimum operating requirements and conditions are set out below in this section and/or advised by us from time to time.
- 4.2. It is your sole and on-going responsibility to ensure you comply with these minimum operating requirements and conditions and we have no liability for any loss or faults due to your failure to comply.
- 4.3. UCaaS products and SIP Channels require a minimum of 100k of available bandwidth per active voice channel to meet the requirements for reliable voice quality.
- 4.4. UCaaS products supporting video need to allocate between 512k and 4092k of bandwidth per session depending on the video quality selected.
- 4.5. The preferred and optimal method for delivery of the Services is on a managed data network such as a CloudBlu MPLS network. If you elect to provision the Services over third party links or via IP transit (layer 3 internet) you do so at your own risk and whilst we will use our best efforts to ensure the Services will operate as required under Your Contract, we are not liable for any damage or loss you incur, if you decide to provision the Services in another way.
- 4.6. DID numbers are required as an additional service to allow communication onto the public network.

- 4.7. SIP Channels provided as a Trunk will only accept the following CODECs:
- G711 alaw (20ms Packetisation)
  - G711 ulaw (20ms Packetisation)
- 4.8. Call Packs are allocated at the enterprise level only and every individual user must have their own call pack assigned.
- 4.9. 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.
- 4.10. 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.
- 4.11. We provide a defined list of compatible hardware which is available through the CloudBlu Product Catalogue, we accept no liability and are not required to provide support if you connect unauthorized or untested devices.

## **5. OUR OBLIGATIONS**

- 5.1. We agree to provide a working service in accordance with the Service Level Agreement outlined in Section 8.
- 5.2. In the event of a failure of a Service:
- (a) We will endeavor to provide Service restoration in accordance with the targets set out below in Section 8.2(e); and
  - (b) you may be entitled to a rebate in accordance with Section 8.3.

## **6. YOUR OBLIGATIONS**

- 6.1. You agree to provide accurate information when requested to do so by us from time to time. (This includes provisioning documents and the contact details for the relevant site and onsite resources.)
- 6.2. You agree to provide timely access to all the necessary buildings for the purpose of installation and maintenance, when requested by us from time to time.
- 6.3. You acknowledge that additional equipment may be required for the Services to operate and this additional equipment is your sole responsibility to procure and maintain. Any such equipment (for example routers, firewalls and or switches) you procure must meet Australian regulations/standards and be fit for purpose.
- 6.4. You agree to provide troubleshooting support in the event of a failure or Service issues, when requested by us from time to time.

## **7. ACCEPTABLE USE**

- 7.1. You must not:
- (a) use equipment or software to overcome, manipulate or bypass any limitations or charges that we have placed on the Services; or
  - (b) use the Services in such a way that we believe would unreasonably affect other users on the network.

- 7.2. 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.
- 7.3. In the event of call recording software being used, you must obtain consent from all parties prior to using the software.
- 7.4. In relation to the call pack Services, you must not:
  - (a) use the included call pack Services (MVE2/3 or MCS2/3) for contact centre or telemarketing purposes, without our written permission. We may immediately suspend your Service if we suspect such unacceptable use;
  - (b) resell or aggregate Services to downstream customers (i.e. you must purchase on a one-to-one basis, where there is one call pack per user licence); or
  - (c) exceed reasonable business use. (Unless otherwise stated “reasonable business use” in this context means up to 1000 minutes of fixed-to-national calls and up to 500 minutes of fixed-to-mobile calls per pack under MVE2/3 and MCS2/3 products).

**8. SERVICE LEVEL AGREEMENT REGARDING SERVICE AVAILABILITY, FAULT REPORTING AND RESPONSE TIMES**

**8.1. Service Availability Targets**

The below table outlines the service availability which we will endeavour to provide for the various Services (“**Service Availability Targets**”);

<b>Service</b>	<b>Service Availability Target</b>
CloudBlu’s UCaaS Platform and Datacentre availability	99.99%
CloudBlu’s UCaaS Platform through a single CloudBlu MPLS	99.95%
CloudBlu’s UCaaS Platform through dual CloudBlu MPLS	99.99%
CloudBlu via third party internet or private links	Best Effort*
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.

**8.2. 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 Service supplied by us, that fault must be:
  - (i) logged through our service desk via email and you must supply all required information as instructed in the Helpdesk Guide; or
  - (ii) in the event that email is not available, through our support desk number outlined in the Helpdesk Guide.

- (d) We will respond to faults in order of their severity as set out in the following table:

**Fault Severity Classification Table**

Severity	UCaaS, CCaaS, Managed Voice
Critical	Loss of ability to make and receive calls impacting >10% of enterprise Inability to make emergency services calls Complete loss of BroadWorks connectivity <sup>(1)</sup> responsiveness
Major	Loss of ability to make and receive calls impacting <10% of enterprise Loss of enterprise feature e.g. Voicemail or IVR Intermittent phone registration / call problems or BroadWorks connectivity issues <sup>(1)</sup> Persistent call quality issues
Minor	Individual call and or phone registration issues Phone handset DOA and warranty claims <sup>(2)</sup> Intermittent call quality issues
Informational / MAC	Moves, Adds and Changes not available in the CloudBlu SASBOSS Customer Portal or need to be requested manually including; Informational billing / usage / CDR requests
(1) Loss of connectivity does not apply to internet based services we cannot see an issue in the cluster (2) BYO devices are not supported by our Help 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:

**Target Response, Restoration & Resolution Times**

Severity	Response Time	Restoration <sup>(3)</sup>	Resolution	Coverage
Critical	15 Minutes <sup>(1)(2)</sup>	4 Hours <sup>(2) (5) (3)</sup>	24 Hours <sup>(2)</sup>	24x7
Major	1 Hour <sup>(2)</sup>	8 Hours <sup>(2) (3)</sup>	2 Business Days <sup>(2)</sup>	Business Hours

Minor	1 Business Day <sup>(2)</sup>	2 Business Days <sup>(3)</sup>	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 CloudBlu's Communicator (PC and Mac) CloudBlu's 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.</p> <p>In cases where restoration is dependant on access to customer sites afterhours, if such access is not granted then targets cannot be achieved.</p> <p>Tickets waiting on the partner with no response for 10 days will be closed as resolved.</p>				

### 8.3. REBATES

- (a) Subject always to section 8.3(b) below you are entitled to a rebate as set out in Section 8.3(d) where we fail to meet the Service Availability Targets set out in Section 8.1 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;
  - (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 under our rights in the General Terms or Service Schedule; and
  - (ix) our or our agents', inability to access premises to resolve the issue.
- (c) All claims for rebates must be submitted:
- (i) within 10 days of the incident occurring; and
  - (ii) in accordance with the standard operating procedure outlined in the General Terms or as communicated to you from time to time.
- (d) The below table sets out the rebate percentages applicable to UCaaS products if you are entitled to rebate in accordance with clause 8.3(a):

Service Availability Target	Rebate
≥ 99.99%	0
< 99.99% - ≥ 99.95%	2.5%
< 99.95% - ≥ 99.5%	5.0%
< 99.5% - ≥ 99.0%	7.5%
> 99.0%	10.0%

Service Availability Target	Rebate
≥ 99.95%	0

< 99.95% - ≥ 99.7%	2.5%
< 99.7% - ≥ 99.5%	5.0%
< 99.5% - ≥ 99.0%	7.5%
> 99.0%	10.0%

- (e) The Service Availability will be calculated as follows:
  - (i) the total number of minutes the Service is available for the month (see clause 8.3(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 Service in clause 8.3(e)(i), the Service will *only be considered to be un-available*:
  - (i) from the time the incident was reported to us in accordance with Section 8.2(c)
  - (ii) to the time we provide restoration of the Service (as defined in the table at section 8.2(e))
  
- (g) The rebate percentage is applied to the monthly recurring charge for the *affected Service/s* and for the affected month/s i.e. you cannot add up the rebates for two different affected Services and get a cumulative total rebate percentage to be applied to both Services. The rebates are applied *separately* to each affected Service.
  
- (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.