

SIP TRUNKING SERVICES SERVICE SCHEDULE

(October 2013)

1. About this document

- 1.1 This document is part of the Commander Standard Form of Agreement (“SFOA”) under section 479 *Telecommunications Act 1997*, called our Customer Terms;
- 1.2 This Service Schedule forms part of your Contract. In the event of any inconsistency between this Service Schedule and another clause of your Contract, this Service Schedule prevails to the extent of any inconsistency.

2. Supply of SIP Trunking Services

- 2.1 We agree to provide SIP Trunking Services to you on the terms and conditions set out in this Contract which includes this Service Schedule, your Application, the General Terms, and the applicable Plan.
- 2.2 This SIP Trunking Service is a business grade Service not suitable for TCP Customers or residential use, which may provide you with (amongst other things):
- (a) a SIP Trunking Service telephone number;
 - (b) an ability to place Local Calls, National Long Distance Calls, Mobile Calls and International Calls (unless otherwise agreed by the parties); and
 - (c) Valued Added Services.

3. Definitions (in addition to those in the General Terms)

The expression:	means:
Auto Attendant	a Value Added Service that serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialling by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on).
Basic Telephone Service	a Standard Telephone Service as in the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth)</i> , provided to you on the terms and conditions set out in this Contract
Broadband	Internet Services utilising Internet Access by means of DSL (or alternative technology)
Call Barring	a Value Added Service that may allow you to block specified types telephone calls to originate from your Basic Telephone Service. You may use Call Barring to prevent calls to Premium Services.
Call Forward Busy	a Value Added Service that enables a user to redirect calls to

	another destination when an incoming call encounters a busy condition.
Call Forward Immediate	a Value Added Service that enables a user to redirect all incoming calls to another phone number.
Call Forward No Answer	a Value Added Service that enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings.
Call Manager	a Value Added Service that provides a web-based tool for users to invoke their services, as an alternative to using feature access codes.
Commencement Date	the date on which your Fixed Voice Service commences (as set out in the application form, in the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Contract	as in clause 3 of our Standard Form of Agreement made under section 479 of the Telecommunications Act 1997 (Cth)
Corporate Customer	a Customer who meets Commander's criteria for acceptance as a Corporate Customer and to whom Commander supplies Services which Commander designates as being for its Corporate Customers.
Customer Service Guarantee or CSG	the Customer Service Guarantee Standard 2000 (No 2)
External Caller Identification	a Value Added Service that enables the delivery of a caller's identity to a user via the phone (if capable). Delivered information includes the caller's phone number and name if the information is available and has not been blocked by the caller.
Fax to email	a Value Added Service that converts faxes sent to the service to a tagged image file e-mail attachment.
Fixed Voice Service	a conventional, fixed line telephony service of a kind commonly used in Australia
Holding Over Period	as in clause 4.4
SIP Trunking Service	a next generation, IP Voice telephony service, provided to you in accordance with this Service Schedule
In-dial range	a Value Added Service that allows a business to have sequential service numbers in blocks (10, 50 or 100)
International Call	a fixed line voice telephone call originating from a SIP Trunking Service in Australia and placed to any place outside Australia (including Norfolk Island and Australia's bases in the Antarctic), and expressly includes any reverse charge call that originates from a place outside Australia (including from Norfolk Island and Australia's bases in the Antarctic)
Internet Access	access to the Internet to enable data to be transferred to and from the user's computer.
Internet Services	Services that provide Internet Access and related Services, including if it is so agreed, access to email.

ISDN	Integrated Service Digital Network
Local Call	a fixed line voice telephone call between Basic Telephone Services where the call originates from a fixed line service in a local charge area and is placed to another fixed line service in that same local charge area (or in some cases in an adjacent charge area) (excluding calls to 13 or 1300, Premium Services and other special numbers, as may be notified to you by us from time to time)
Local Wide Area Calls	calls which are made to an extended local call area
Minimum Term	the minimum term of your Fixed Voice Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing)
Mobile Call	a fixed line voice telephone call to an Australian mobile phone (being a cellular phone service provided in Australia, excluding Norfolk Island and Australia's bases in the Antarctic) and excluding satellite calls.
National Long Distance Call	a fixed line voice telephone call between Basic Telephone Services within Australia which is not a Local Call
Ordinary Telephone Service	a telephone service of the usual type, equivalent in function to that known as POTS.
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party
Premises	means the physical place from which your Fixed Voice Service is or will be primarily used or where the majority of the Equipment to be used in connection with your Fixed Voice Service is contained
Premium Services	as in clause 15.1(a) of this Service Schedule
Preselection	the ability to (in respect of individual calls, call types or other preselectable services that we may advise you of from time to time) designate an alternative provider to provide a particular telephony service (for example, you may, subject to clause 7 of this Service Schedule, preselect to use another provider in respect of International Calls)
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time
Sequential Ring	a Value Added Service that enables users to define a "find-me" list of phone numbers that are alerted sequentially for incoming calls that match specified criteria.
Service Component	each Seat or item of Equipment provided as part of or in conjunction with SIP Trunking Service, and where the context permits, includes each other individual component of a SIP Trunking Service or of a bundle which includes SIP Trunking Services.
Telecommunications Numbering Plan	the <i>Telecommunications Numbering Plan 1997</i>
Value Added Services	any Service (or part of a Service) that is designated by us from time to time and in our sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title).

	A list of Value Added Services that may be available in connection with your Fixed Voice Service is set out in clause 6 .
<i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 3 may be defined in the Customer Terms section of your Contract. For the avoidance of doubt, the Interpretation section in the Customer Terms applies to this Service Schedule.</i>	

4. Term

- 4.1 You accept that you are committed to each of the specified SIP Trunking Services for at least the period of any applicable Minimum Term.
- 4.2 If during a Minimum Term, you for any reason change any Service Component of SIP Trunking Services (by way of addition, deletion or substitution), a new Minimum Term in respect of that Service Component (of a period stated on the Application for that change or failing that, a period of 12 months) will commence from the time of the change.

5. SIP Trunking Services Availability and Conditions

- 5.1 SIP Trunking Services are designed for and offered to Corporate Customers only (and not, unless we otherwise agree, TCP Customers).
- 5.2 SIP Trunking Services are not available in all areas or locations, or to all customers. It is available only to eligible Customers.
- 5.3 Subject to the obligations of Commander under this Service Schedule, you accept that SIP Trunking Services may not be free of faults and interruptions, including those that arise from the Broadband over which it operates, such as
- (a) outages;
 - (b) local congestion caused by your usage or network.
- 5.4 You acknowledge that some other services are not compatible with SIP Trunking Services or may not function properly or may only function if additional equipment is installed. Where additional equipment is required, you agree to install it at your own cost.
- 5.5 SIP Trunking Services may not be suitable for some non-voice applications, for example fax machines, data modems and security monitoring services, for which an Ordinary Telephone Service should be used.
- 5.6 SIP Trunking Services do not support:
- (a) Preselection (Commander is the only service provider available).
 - (b) SIP message 404 or ISUP code equivalent.
 - (c) IP PBX's that require TLS or that don't support RTP via UDP.

- 5.7 SIP Trunking Services are Services that operate over a separately supplied Broadband service. SIP Trunking Services does not include a Broadband service. You are responsible for arranging and maintaining a suitable Broadband service. The Internet Service Schedule applies to the Broadband service. Commander does not support SIP Trunking Services over satellite Broadband, or over wireless Broadband.
- 5.8 SIP Trunking Services are generally available only under a 24 or 36 month Minimum Term contract. Cancellation by you of a Voice service or transfer to another provider will be a breach of this Agreement and may result in termination of the SIP Trunking Services Service.

6. Value Added Services

6.1 Where available in connection with your Service and agreed to by the parties (on such terms and conditions that are acceptable to the parties), your Service may include the following Value Added Services:

- (a) Call Forward Immediate;
- (b) External Caller Identification
- (c) Auto Attendant
- (d) Fax to email
- (e) In-dial range

6.2 The list of Value Added Services set out in **clause 6.1** of this Service Schedule may vary from time to time and we may add, remove or vary the Value Added Services. Where we reasonably believe that an addition, removal or variation will materially and adversely affect you, we will endeavour to provide you with reasonable notice.

TCP Customers: **Clause 6.1** of this Service Schedule is subject to Clause 47 of the Customer Terms.

6.3 You expressly acknowledge and agree that the following services are not available to you as part of, or in connection with, this Service:

- (a) Local Wide Area Calls; or
- (b) pensioner concessions or discounts; or
- (c) other carrier special rates; or
- (d) free Message Bank or ISDN; or
- (e) capped local data; or
- (f) such other services that are not expressly provided for in this Service Schedule or as we may notify you from time to time as unavailable.

6.4 If you currently receive the services set out in **clause 6.3** of this Service Schedule or similar services, you expressly acknowledge and agree that you may no longer be

entitled to receive those services (or any part thereof) if you transfer your Basic Telephone Service to us.

- 6.5 Whether you are entitled to, or are able to use, a given Value Added Service depends on a variety of factors, such as the details of your Plan, Service and any Equipment that you use in connection with your Service (such as handsets).
- 6.6 Without limiting clause 40 of the Customer Terms and subject always to clauses 34 to 39 of the Customer Terms, you agree that you must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:
- (a) the fitness of a given Value Added Service for the purpose that you require; and
 - (b) any minimum Equipment, Service or other requirements of a given Value Added Service.
- 6.7 Fees and charges may apply to subscribe to, activate or use a given Value Added Service, including activation fees, monthly access and single use fees. Details of those fees and charges are set out in our Schedule of Fees and Charges or upon request.

7. Service Requirements and Service Limitations

- 7.1 You expressly acknowledge and agree that it is a condition of this Service that you maintain an Internet connection in order for the Service to work. SIP Trunking does not include the required Internet service.
- 7.2 Any interruption or degradation to the Internet service the Service is dependent on will result in the Service no longer working, or to become degraded, until the Internet service has been restored. This may include;
- (a) Disconnection of the Internet service;
 - (b) Internet service outage;
 - (c) Internet congestion;
 - (d) “shaping”, where your Broadband speed is slowed by your service provider, for example because you have exceeded data limits;
 - (e) SIP Trunking service quality may, in any configuration, vary from excellent to a quality less than a Basic Telephone Service;
 - (f) SIP Trunking calls made and received by you are data, and will usually be counted as Broadband data usage, for the purposes of data usage limits and charges imposed by your Broadband provider. You should check with your Broadband provider about this.
- 7.3 This Service is not be suitable for some non-voice applications, for example, but not limited to, doorbells, HICAPS machines, Franking Machines, Paging Systems, fax machines, data modems, EFTPOS terminals, security monitoring services or terminals

that require a Basic Telephone Service. If you require use of such devices a Basic Telephone Service should be used.

- 7.4 This service may not be suitable for call centre application, specifically automated diallers that utilise SIP message 404 or equivalent ISUP call clear codes.
- 7.5 The Service may not be appropriate if you or another resident have a disability, serious illness or other life threatening condition which requires an uninterrupted phone line with access to 000 emergency services.
- 7.6 Priority Assistance does not apply to the SIP Trunking Telephone service.
- 7.7 You acknowledge that devices used within the Customer Network or devices used to supply their Broadband service may not be compatible with SIP Trunking services, and in some cases a different router may be needed for the SIP Trunking service to work properly. You also acknowledge Commander will not provide support for faults caused by such devices.
- 7.8 The following Internet services are not suitable for a SIP Trunking Service;
 - (a) Satellite Internet services
 - (b) Dial-up Internet services; and
 - (c) Other Internet services with high latency and jitter and services with low amounts of bandwidth.
- 7.9 Approximately 100 kbps of Internet Bandwidth is required per line and for each Line required; your Broadband service must have sufficient bandwidth to support those lines.

8. Installation and Responsibility

- 8.1 SIP Trunking is provided as a self-installation product, we offer no on-site installation services. You acknowledge you are required to install any Equipment provided. Commander recommends Customers engage an IP Voice Service Integrator for service installation.
- 8.2 Where Commander provides equipment as part of a Service, you are responsible for securing and maintaining a suitable operating environment for this equipment in accordance with the manufacturer's instructions which can be provided upon customer request.
- 8.3 You are responsible for providing and maintaining your Network and Broadband Service and providing required security and firewall access in order to allow the Service to work. You will be required to provide access to the following ports and protocols;
 - (a) Outbound 5060 UDP – SIP Signalling;
 - (b) Outbound 15060 UDP – SIP Signalling;

- (c) Outbound / Inbound 10200 – 28000 UDP – RTP Ports for media stream;
 - (d) When using the optional SIP gateway you will also need to allow access to
 - (A) Outbound 123 UDP – NTP;
 - (B) Outbound 53 UDP – DNS;
- 8.4 Where required, you are responsible for providing and maintaining a suitable power supply and acknowledges that an interruption to the power supply may cause an interruption to Services.

9. Equipment

- 9.1 This **clause 9** applies if the Services include the provision of Equipment to you.
- 9.2 You agree to buy from Commander the Equipment Sold on the following terms (unless otherwise agreed):
- (a) Commander will deliver the Equipment Sold to the agreed Site;
 - (b) You will pay Commander for the Equipment Sold upon delivery; and
 - (c) Commander will use reasonable endeavours to obtain for you the benefit of warranties given by the manufacturer or vendor of the Equipment Sold to Commander.
- 9.3 Title to an item of Equipment Sold will not pass to you until payment in full of the purchase price of that item.
- 9.4 Risk in any Equipment Sold and in Commander Equipment will be with you from the time of its delivery to a Site.
- 9.5 Commander retains ownership of all the Commander Equipment and you will hold as bailee any Commander Equipment in your possession.
- 9.6 You must keep safe and insure the Commander Equipment and Equipment Sold from the time of its delivery to a Site.
- 9.7 You must return Commander Equipment to Commander or make the Commander Equipment available for collection by Commander (as Commander may elect) in the same or better condition in which it was provided (fair wear and tear excepted):
- (a) promptly upon reasonable request by Commander;
 - (b) immediately upon the termination of this Agreement; and
 - (c) immediately upon the termination of the Service in connection with which the Commander Equipment was provided or made available to you.
- 9.8 Without limiting any other right or remedy available to Commander, if you fail to comply with **clause 9.7**, you must:

- (a) indemnify Commander from and against loss, damage, expense, cost or liability in connection with Commander recovering, or attempting to recover the Commander Equipment; and
- (b) if the Commander Equipment is not returned or recovered, pay to Commander immediately upon request, an amount required by Commander to replace the Commander Equipment with the same or similar Equipment or to compensate Commander for the loss of the Commander Equipment (as Commander may elect).

10. Connection of your Service

10.1 We may charge you a 'once off' fee in respect of the connection or reconnection of the SIP Trunking Service. The extent of that fee depends on the type of connection or reconnection required and the work required to be undertaken in connection with the connection or reconnection of the SIP Trunking Service.

10.2 The connection or reconnection fee may vary, depending on a number of factors, including, amongst other factors:

- (a) whether or not a SIP Trunking Service has previously been connected at the relevant Premises;
- (b) whether we are required to arrange for a technician or other Personnel to attend the relevant Premises; and
- (c) whether any cabling work (or other work in connection with establishing the infrastructure required to support the requested Service (or any part thereof)) is required.

10.3 Once your application for this Service is approved by us (which approval may, to the maximum extent permitted by Law, be granted or withheld in our sole and absolute discretion, and where approval is granted, be granted on such terms and conditions as we require), the connection or reconnection of the SIP Trunking Service will occur within the timeframes required by the Customer Service Guarantee (if applicable to you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

New Services: 25 Business Days (Assumes all equipment required is available.)
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10.4 The timeframes required by the Customer Service Guarantee (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are beyond our control. In circumstances where the Customer Service Guarantee does not apply to you, we will endeavour to connect or reconnect the SIP Trunking Service within a reasonable period of time.

10.5 You acknowledge and agree that if you are currently with another provider in respect of your Basic Telephone Service and you require us to port your Basic Telephone Service to us, it may take between five (5) to twenty (20) Business Days for us to complete that port.

10.6 Further information in respect of the Customer Service Guarantee may be obtained by contacting the Australian Communications and Media Authority.

11. Local Number Portability

11.1 The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.

11.2 You expressly acknowledge and agree that:

- (a) you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and
- (b) you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Contract and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

12. Transfer of Basic Telephone Service to Us

12.1 You acknowledge and agree that if you have requested to transfer your Basic Telephone Service to us from your supplier, for conversion to a SIP Trunking Service, you:

- (a) authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;
- (b) authorise your current supplier to transfer the services that you have requested that we provide (such as Local Calls, International Calls, Mobile Calls and the like);
- (c) will cooperate with us in good faith in respect of completing the transfer (including providing us with access to the relevant Premises);
- (d) may be liable to pay your current supplier fees and charges (including, without limitation, early termination fees, disconnection fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar fees and charges;
- (e) may experience exclusions, limitations and restrictions in respect of your Basic Telephone Service for reasons that are outside our reasonable control (such as,

- without limitation, any restrictions that are imposed by your current supplier, outages and matters in connection with the required infrastructure for a Service);
- (f) are only entitled to the Services (and components of that Service) as set out in this Contract and on the terms and conditions set out in this Contract (including in our Schedule of Fees and Charges by which you are bound) and by transferring to us, you may no longer be entitled to incentives and benefits such as discounts, concessions and the like; and
 - (g) must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

13. Transfer of SIP Trunking Service from Us

13.1 You acknowledge and agree that if you have requested to transfer your SIP Trunking Service from us to another supplier:

where permitted by the Telecommunications Numbering Plan, you may be able to port your telephone number from us to another supplier (subject at all times to any right that we may have under any Law or this Contract to recover that telephone number from you); and

14. Early Termination

14.1 If you withdraw or cancel an Application in respect of a Service:

- (a) before Commander has entered into any commitment to any service or equipment supplier in respect of the Application, you will be liable to pay an Early Termination Fee of \$40, plus GST, for each Service Component comprised in that Service;
- (b) after the time in **clause 14.1(a)**, but before the Service is provisioned, you will be liable to pay an Early Termination Fee equal to:
 - (A) 4 months' Access Charges for each Service Component comprised in that Service; plus
 - (B) Commander's then current list sale price of any Equipment provided (whether for rent or purchase) by us to you (other than items of Equipment which have been returned to Commander in new condition in unopened original packaging). On full payment, title to that Equipment passes to you; plus
 - (C) if we are legally committed to a third party contractor in respect of installation or other services, the amount for which Commander is so committed.

14.2 If a SIP Trunking Service or a Service Component is, at your request or as a result of your breach, or as a result of anything for which you are responsible, discontinued or disconnected after it has been provisioned but within the Minimum Term, you may be liable to pay an Early Termination Fee.

15. Premium Services

15.1 In accordance with Part 9A of the *Telecommunications (Consumer Protection and Service Standards) Act 1999* and the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*, we are required to provide you with the following information:

- (a) A Premium Service is (definitions of the component words below are set out in the *Telecommunications Service Provider (Premium Service) Determinations (No 1 and 2)*):
 - (i) a carriage service supplied by way of a call to a number with an eligible prefix; or
 - (ii) a content service supplied by way of a call to a number with an eligible prefix; or
 - (iii) a public mobile telecommunications service that enables an end-use to access a proprietary network.
- (b) A Premium Service is typically a content service that is connected with the following:
 - (i) competitions; or
 - (ii) chat services; or
 - (iii) horoscopes; or
 - (iv) age-restricted content and sex services; or
 - (v) news, sports and weather updates; or
 - (vi) music and video clips; or
 - (vii) voting; or
 - (viii) directory services; or
 - (ix) gambling services; or
 - (x) financial information.

15.2 There are significant financial risks associated with Premium Services and calls to Premium Services typically attract significant call rates (for example, \$4.95 per minute). The cost of a Premium Service will typically appear on your telephone account and you will be liable to pay those costs. Some Premium Services may be addictive (such as age-restricted content and gambling services) and in view of the

significant call rates, calling a Premium Service may present a significant financial risk to you (including the risk of bankruptcy or insolvency or other financial hardship).

- 15.3 In order to minimize your financial exposure to Premium Services, you may contact us to bar telephone calls from your SIP Trunking Service to some or all Premium Services. Alternatively or additionally, you may take steps to ensure that only persons that are authorised by you have access to your SIP Trunking Service or that the use of your SIP Trunking Service is monitored or restricted.
- 15.4 If you are the account holder, you will generally be liable to pay any account of ours which may bear charges in respect of, or in connection with, the Premium Services.
- 15.5 If you have a complaint in respect of any Premium Service, you may contact:
- (a) us, your supplier on 132 777;
 - (b) the Telecommunications Industry Ombudsman (TIO) on 1800 062 058 – the TIO is a free and independent alternative dispute resolution scheme for small business and residential consumers in Australia with unresolved complaints about their telephone or internet service;
 - (c) the Telephone Information Services Standards Council (TISSC) on 1300 139 555 – the TISSC is an independent regulatory body that sets fair standards for the message content and advertising of any Australian telecommunication service with the prefix 190; and/or
 - (d) the Australian Communications and Media Authority (ACMA) on (03) 9963 6984 – the ACMA is a government agency responsible for the regulation of broadcasting, the internet, radio communications and telecommunications.

16. Service Outages

- 16.1 We may, from time to time, perform maintenance work that may affect your Fixed Voice Service. Any disruption caused to your Fixed Voice Service will not constitute a breach of our obligations under this Contract.
- 16.2 Where possible, we will exercise our reasonable endeavours to perform maintenance work at such time to minimise a disruption to your Fixed Voice Service.

17. Faults

- 17.1 If you experience any fault in respect of this Service, you must report that fault by contacting our Customer Service Centre on 132 777.
- 17.2 Once your fault is logged by us, the fault will be attended to within the timeframes required by the Customer Service Guarantee (if applicable to you). At present, those timeframes are as set out in the table immediately below, but may vary from time to time:

Target to respond ¹	Restoration Target ¹	Availability Target ²
End of next Business Day	End of 2 nd Business Day	99.0%

1. Target is from the time of reporting the fault.
2. Target Availability is per month based on a 12 month average.

17.3 The timeframes required by the Customer Service Guarantee (as set out in the table immediately above) do not apply to you if, amongst other things, you are a business with more than five (5) telephone lines or if relevant circumstances exist which are beyond our control. In circumstances where the Customer Service Guarantee does not apply to you, we will endeavour to rectify the fault within a reasonable period of time.

17.4 Further information in respect of the Customer Service Guarantee may be obtained by contacting the Australian Communications and Media Authority on (03) 9963 6984.

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Annexure A
SIP Trunking Services Rates and Charges
