

## MAINTENANCE SERVICE SCHEDULE

### 1. About this document

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, but not otherwise.

### 2. Dictionary and Glossary of Terms

<b>The expression:</b>	<b>means:</b>
Ancillary Service	as in the Telecommunications Act
Commencement Date	the date on which the Minimum Term your Maintenance Services commences (as set out in your application form or otherwise agreed to by the parties in writing)
Consumables	cabling, accessories, printing paper, discs, tapes, printer cartridges and the like
Consumer Standard	as in clause 15 of the Customer Terms section of your Contract
Grades	as in clause 4(b)
Holding Over Period	as in clause 4(b)
Maintenance Services	the Ancillary Service provided to you whereby we service and/or repair Nominated Equipment that is used by you in connection with a Carriage Service, whether or not we supply you with that Carriage Service
Minimum Term	the minimum term to which you commit to acquire Maintenance Services from us (as set out in your application form or as otherwise agreed to by the parties in writing)
Nominated Equipment	the Equipment or software set out in your application form (or as otherwise agreed to by the parties in writing) as being the Equipment and/or software in respect of which we will provide Maintenance Services and may include software

	installed on that Equipment
Unmaintainable Condition	<p>the Nominated Equipment will be in Unmaintainable Condition if the quality or the condition of the Nominated Equipment is such that we determine that:</p> <ul style="list-style-type: none"> <li>(a) the provision of the Maintenance Services is not likely to restore the Nominated Equipment to fair working order within a reasonable period of time or at all; or</li> <li>(b) the market price of all parts required to restore the Nominated Equipment to fair working order exceeds the market value of the Nominated Equipment; or</li> <li>(c) the Nominated Equipment is likely to require further Maintenance Services (in respect of the same or different issue) on a frequent basis; or</li> <li>(d) replacement parts for the Nominated Equipment are no longer in manufacture and remaining stocks of those parts are limited or difficult to obtain; or</li> <li>(e) software (including software patches or upgrades) required to maintain the Nominated Equipment in fair working order is no longer released by the manufacturer of that software.</li> </ul>
User Generated Data	any data stored on Nominated Equipment, for example, files stored on a computer hard-drive and telephone numbers stored on a telephone handset.
<p><i>Capitalised terms which appear in this Service Schedule and are not defined in this clause 2. 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></p>	

### 3. This Service: Overview

- (a) We agree to provide the Maintenance Service to you on the terms and conditions set out in this Contract.
- (b) The Maintenance Services that we provide to you will be classified as one of the following grades of Maintenance Services:
  - (i) Standard Maintenance Services – refer Annexure A; or
  - (ii) Enhanced Maintenance Services – refer Annexure B; or
  - (iii) Premium Maintenance Services – refer Annexure C,

(“**Grades**”).

- (c) The components and features of the Maintenance Services may vary across Grades and you should refer to Annexure A to C (as the case may be) for components and features which are specific to a particular Grade.

#### **4. Term**

- (a) For the avoidance of doubt, the term of your Maintenance Services commences on the Commencement Date and continues for the Minimum Term and any Holding Over Period, unless terminated earlier in accordance with this Contract.
- (b) If you do not provide us with notice in writing (in such form as we may reasonably require from time to time) prior to the expiry of the Minimum Term that you do not intend to renew the Maintenance Service, we will continue to provide the Maintenance Services to you on a month-to-month basis, on substantially the same terms and conditions (“**Holding Over Period**”).

#### **5. Components of the Service**

Subject to clause 7 and 8, the following components of the Maintenance Services will be available across all Grades of Maintenance Services.

##### ***Servicing the Nominated Equipment:***

- (a) We will service the Nominated Equipment for you during the term of this Service Schedule.
- (b) Servicing of the Nominated Equipment will be provided in accordance with our standard processes.

##### ***Supply of Parts:***

- (c) If we determine that a part comprising the Nominated Equipment is faulty or defective and capable of replacement, we will replace that part. You agree that you will transfer ownership of the faulty or defective part to us.

##### ***Reporting of Faults***

- (d) If we determine that any Equipment that is not the Nominated Equipment is defective or faulty, we will report that to you.

##### ***Customer Service Access***

- (e) We will provide you with a telephone number (132 777) on which you must contact us to report faults in the Nominated Equipment or otherwise request that we provide the Maintenance Services in respect of the Nominated Equipment.

***Australian Consumer Law – Supply of Nominated Equipment***

- (f) We consider that the Maintenance Services provide you with a level of service and support that exceeds our minimum obligations under the Consumer Standards applicable to the Nominated Equipment (see clause 34 of your Contract).
- (g) For example:
  - (i) if we did not supply you the Nominated Equipment in respect of which Maintenance Services are provided, the Consumer Standards set out in clause 34 of your Contract do not apply to us and but for this Service Schedule, we are not required to provide to you services of the same kind as the Maintenance Services; and
  - (ii) if we did supply you with the Nominated Equipment in respect of which Maintenance Services are provided, the Maintenance Services:
    - (A) will be provided for the term of this Service Schedule, even if by reason of effluxion of time, the Consumer Standards no longer apply at any time during the term of this Service Schedule;
    - (B) will be provided even if the Consumer Standards do not entitle you to receive any remedy, or a remedy of the same kind as the Maintenance Services. For example, even if you were fully acquainted with the condition of the goods supplied to you;
    - (C) will be provided at a level of priority that you may not be entitled to under the Consumer Standards (for example, same day response);
    - (D) will be provided by a method that you may not be entitled to under the Consumer Standards (for example, verbal assistance, remote access or on-site visit); and
    - (E) include services that may not be required to provide to you under the Consumer Standards (for example, incidental reporting of faults in Equipment that is not the Nominated Equipment).
- (h) If you are entitled to the benefit of the Consumer Standards and you are concerned that the Maintenance Services provided to you go no further than your minimum rights under the Consumer Standards, please contact us. We will not charge you any amount in respect of the provision of any service or benefit that goes no further than your rights under the Consumer Standards.
- (i) If you acquire any Equipment from us (whether or not that Equipment is the Nominated Equipment) we will not deny you your rights under the Consumer Standards if they apply to you (see clauses 34 to 37 of the Customer Terms section of your Contract). In particular, if the Consumer Standards apply, we confirm the following:

*Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.*

- (j) For the avoidance of doubt, we will not deny you the benefit of any Consumer Guarantees that apply to the supply of the Maintenance Services (if any apply) (see clauses 35, 37 and 40 of the Customer Terms section of your Contract).

***Additional Components of the Service: Grade Dependant***

- (k) Further particulars relating to the Maintenance Services (such as key inclusions) are dependent upon the Grade of the Maintenance Services acquired. Refer to the relevant Annexure to this Service Schedule for details.

**6. Where Repairs are Conducted**

- (a) You agree that you will perform regular backups of all software and User Generated Data stored on the Nominated Equipment. Accordingly, you acknowledge and agree that it will not be foreseeable by us that any repair or replacement of the Nominated Equipment will result in the loss of software or User Generated Data.
- (b) You agree that where we attempt a repair of the Nominated Equipment:
  - (i) if the Nominated Equipment is capable of retaining User Generated Data, the repair of the Nominated Equipment may result in the loss of data. You are responsible for performing a back-up of all User Generated Data; and
  - (ii) the Nominated Equipment presented for repair may be replaced with refurbished Equipment of the same type rather than being repaired. Refurbished parts may be used to repair the Nominated Equipment.

**7. Exclusions**

Unless we otherwise agree with you or unless the Consumer Standards so require, the following services do not form part of the Maintenance Services (irrespective of Grade) and if requested by you, will be charged to you on a time and materials basis (amongst others):

- (a) on-site visitation where the site is more than 100 kilometres from the most proximate Commander Centre;

- (b) maintenance and/or repair of any Equipment that is not the Nominated Equipment;
- (c) installation of the Nominated Equipment;
- (d) re-installation of the Nominated Equipment where a backup is not retained or is unavailable or unusable;
- (e) the supply of Consumables;
- (f) performance of any work in respect of cabling to or from the Nominated Equipment or network termination units;
- (g) repairing or replacing any Nominated Equipment that requires repair or replacement as a result of:
  - (i) the abnormal use of Consumables or the use of Consumables with the Nominated Equipment where the Consumables are not recommended for use with the Nominated Equipment;
  - (ii) unacceptable use of the Nominated Equipment;
  - (iii) mistreatment of the Nominated Equipment (including any failures to comply with a manufacturer's reasonable guidelines in respect of the use or storage of the Nominated Equipment);
  - (iv) matters external to the Nominated Equipment (for example, cabling, networking, power surges, lightning strikes and vandalism);
  - (v) any failures by you (whether intentional, reckless, negligent or careless) to take reasonable steps to prevent the need for the repair or replacement to arise; and
- (h) relocating the Nominated Equipment to another site;
- (i) ensuring that the Nominated Equipment is compatible with your software or other Equipment; and
- (j) performance of any service, or performance of any service to a standard, level or quality, that is in excess of your rights under this Maintenance Service Schedule. This includes adds, moves and changes.

## **8. Cessation or Variation of Maintenance Services**

If we determine that the Nominated Equipment is in Unmaintainable Condition, we may:

- (a) vary this Service Schedule in accordance with clause 46 of the Customer Terms section of your Contract (including excluding the Nominated Equipment from the receipt of Maintenance Services); or

- (b) vary the Charges or add new Charges in accordance with clause 53 of the Customer Terms section of your Contract in respect of the provision of Maintenance Services to the Nominated Equipment; or
- (c) terminate or suspend the Maintenance Services in respect of the Nominated Equipment in accordance with clause 77 and 78 of the Customer Terms section of your Contract.

## **9. Your Obligations**

Without limiting any of your other obligations set out in your Contract, you agree that you must ensure that:

- (a) we and our Partners are provided with reasonable and safe access to the site where the Nominated Equipment is installed or located in order to carry out the Maintenance Services, and where you are not the owner of the site, you must possess, or procure, all necessary approvals and consents for us to so access the site;
- (b) we are notified if you cease to have any right, title or interest in the Nominated Equipment;
- (c) all necessary permits, approvals, licenses, authorisations and consents are procured and maintained (at your expense) for the installation, operation and storage of the Nominated Equipment at each site at which the Nominated Equipment is installed, operated and/or stored;
- (d) no act or description of the kind referred to in clause 0(g)(i) to (iv) affects the Nominated Equipment; and
- (e) represent to us that Equipment is the Nominated Equipment when that is not the case.
- (f) you call 132 777 to report a fault. Faults reported to other parties may not be logged.

## **10. Indemnity**

- (a) Without limiting any of your other obligations set out in your Contract, you agree that you must indemnify us against any claim made against us or from any loss or expense suffered or incurred by us (including legal costs on a full indemnity basis), in connection with our and our Partner's access to a site where that access is required to provide the Maintenance Services.
- (b) The indemnity in clause 0(a) does not apply to the extent that we cause or contribute to the claim, loss or expense as a result of our negligence or our breach of the Consumer Standards (if applicable).



## Annexure A

### Standard Maintenance Services

#### 1. Hours of Coverage

- (a) Maintenance Services will be performed between the hours of 8am-5pm Business Days (“**Standard Coverage Period**”).
- (b) A reference to the time and day in clause 1(a) above is a reference to the time and day in the place where the Site is located.

#### 2. Response Time

- (c) Subject to clause 2(b), if you make a request for Maintenance Services:
  - (i) prior to 1:00pm but during the Standard Coverage Period – we will respond to your request and commence the Maintenance Services on the same day; or
  - (ii) after 1:00pm but during the Standard Coverage Period – we will respond to your request and commence the Maintenance Services before 1:00pm in the following Standard Coverage Period; or
  - (iii) outside the Standard Coverage Period – we will respond to your request and commence the Maintenance Services in the following Standard Coverage Period,  
  
 (“**Standard Response Time**”).
- (b) You acknowledge and agree that we are not required to meet the Standard Response Time if:
  - (i) the Nominated Equipment does not have functioning remote diagnostic capabilities and we are required to attend the Site to ascertain the need for, and the time and material required to perform, the Maintenance Service; **or**
  - (ii) a Site visit is required and the Site is located in excess of sixty-five (65) kilometres (travel distance, not point to point) from the nearest Commander Centre.
- (c) You acknowledge that the Standard Response Time refers to the period within which we will respond to your request and commence the Maintenance Services. The work that we will need to carry out in order to perform the Maintenance Services may vary and is dependent upon type of fault, availability of spare parts, level of work required and the like and whilst we will exercise reasonable



endeavours to complete the Maintenance Services within the Standard Response Time, we may be unable to do so.

### **3. Mode of Provision of Maintenance Services**

Unless we otherwise agree with you, we will provide the Maintenance Services to you in the method set out below.

#### **Conferencing Equipment**

The following clauses apply only in respect of audio and video conferencing Nominated Equipment that is 'LizeSize' or 'Polycom' branded.

- (a) So far as it is practicable and reasonable to do so, we will provide the Maintenance Services by:
  - (i) providing you with telephone assistance and support; or
  - (ii) supplying you with Equipment ("**Replacement Equipment**") to replace the Nominated Equipment ("**Replaced Equipment**").
- (b) You agree that where we supply you with Replacement Equipment:
  - (i) you must return the Replaced Equipment to an address nominated by us (we will provide you with a courier parcel );
  - (ii) the Replacement Equipment supplied to you will be considered the Nominated Equipment in lieu of the Replaced Equipment; and
  - (iii) if you fail to return the Replaced Equipment to us within five (5) Business Days, we will not be able to assess the cause of the fault with the Replaced Equipment in order to determine whether we are obligated to provide Maintenance Services and as a result, we may charge you the cost of the Replacement Equipment.

#### **Call Accounting Software**

The following clauses apply only in respect of the call accounting software installed on the Nominated Equipment and listed on your application form that is 'Phoneware' or 'CADS' branded (including 'PC Anywhere' software and modem), 'PABXSoft' or 'CVT' branded Periscope 3L, 'AdvaTel' branded IP console, 'PhoneEasy' branded software and 'CorriDOR' branded unified messaging system.

- (c) So far as it is practicable and reasonable to do so, we will provide the Maintenance Services by:
  - (i) providing you with telephone assistance and support; or
  - (ii) providing the Maintenance Services by remote access; or
  - (iii) attending the Site to perform the Maintenance Services.

### **Voicemail**

The following clauses apply only in respect of voicemail software installed on the Nominated Equipment that is 'Active Voice' or 'Periscope Express' branded.

- (d) So far as it is practicable and reasonable to do so, we will provide the Maintenance Services by:
  - (i) providing you with telephone assistance and support; or
  - (ii) providing the Maintenance Services by remote access; or
  - (iii) attending the Site to perform the Maintenance Services.

### **'Commander' Branded and Other Equipment**

The following clauses apply only in respect of Nominated Equipment that is 'Commander' branded or is not otherwise dealt with above.

- (e) If the Nominated Equipment is at the Site, so far as it is practicable and reasonable to do so, we will provide the Maintenance Services by:
  - (i) providing you with telephone assistance and support; or
  - (ii) providing the Maintenance Services by remotely accessing the Nominated Equipment; or
  - (iii) attending the Site to perform the Maintenance Services.
- (f) If the Nominated Equipment is not at the Site, so far as it is practicable and reasonable to do so, we will provide the Maintenance Services by:
  - (i) providing you with telephone assistance and support; or
  - (ii) providing the Maintenance Services by remotely accessing the Nominated Equipment; or
  - (iii) requiring you to deliver the Nominated Equipment to a Commander Centre we may nominate.

### **Limitations**

- (g) You agree that remote access is only available in respect of Nominated Equipment with suitable remote diagnostic capabilities.

## **Annexure B**

### **Enhanced Maintenance Services**

#### **1. Hours of Coverage**

- (a) Maintenance Services will be performed between the hours of 8am-5pm, on Business Days and non-Business Days (including statutory public holidays) (**“Enhanced Coverage Period”**).
- (b) A reference to the time and day in clause 1(a) above is a reference to the time and day in the place where the Site is located.

#### **2. Response Time**

- (a) Subject to clause 2(b), if you make a request for Maintenance Services:
  - (i) prior to 5:00pm but during the Enhanced Coverage Period – we will respond to your request and commence the Maintenance Services on the same day; or
  - (ii) outside the Enhanced Coverage Period – we will respond to your request and commence the Maintenance Services before 1:00pm in the following Enhanced Coverage Period,  
**“Enhanced Response Time”**).
- (b) You acknowledge and agree that we are not required to meet the Enhanced Response Time if:
  - (i) the Nominated Equipment does not have functioning remote diagnostic capabilities and we are required to attend the Site to ascertain the need for, and the time and material required to perform, the Maintenance Service; **or**
  - (ii) a Site visit is required and the Site is located in excess of sixty-five (65) kilometres (travel distance, not point to point) from the nearest Commander Centre.
- (c) You acknowledge that the Enhanced Response Time refers to the period within which we will respond to your request and commence the Maintenance Services. The work that we will need to carry out in order to perform the Maintenance Services may vary and is dependent upon type of fault, availability of spare parts, level of work required and the like and whilst we will exercise reasonable endeavours to complete the Maintenance Services within the Enhanced Response Time, we may be unable to do so.

**3. Mode of Provision of Maintenance Services**

As set out in clauses 3(a) to (g) (inclusive) of Annexure A.

## **Annexure C**

### **Premium Maintenance Services**

#### **1. Hours of Coverage**

- (a) Maintenance Services will be performed twenty-four (24) hours per day on Business Days and non-Business Days (including statutory public holidays) ("**Premium Coverage Period**").
- (b) A reference to the time and day in clause 1(a) above is a reference to the time and day in the place where the Site is located.

#### **2. Response Time**

- (a) Subject to clause 2(b), if you make a request for Maintenance Services, we will respond to your request and commence the Maintenance Services within two (2) hours ("**Premium Response Time**").
- (d) You acknowledge and agree that we are not required to meet the Premium Response Time if:
  - (i) the Nominated Equipment does not have functioning remote diagnostic capabilities and we are required to attend the Site to ascertain the need for, and the time and material required to perform, the Maintenance Service; **or**
  - (ii) a Site visit is required and the Site is located in excess of sixty-five (65) kilometres (travel distance, not point to point) from the nearest Commander Centre.
- (e) You acknowledge that the Premium Response Time refers to the period within which we will respond to your request and commence the Maintenance Services. The work that we will need to carry out in order to perform the Maintenance Services may vary and is dependent upon type of fault, availability of spare parts, level of work required and the like and whilst we will exercise reasonable endeavours to complete the Maintenance Services within the Premium Response Time, we may be unable to do so.

#### **3. Mode of Provision of Maintenance Services**

As set out in clauses 3(a) to (g) (inclusive) of Annexure A.