

Voice Service Schedule

1. Definitions

Defined terms in the Standard Terms and Conditions have the same meaning in this Service Schedule unless expressed to the contrary. In this Service Schedule, unless the context otherwise requires:

Access Network means the part of the Encoo Network, or a third-party network provided by Encoo, that connects the Customer's location to the Core Network.

Access Service means a service used to transmit the Ethernet Service over the Access Network.

Call Plan means the call plan selected by the Customer as set out in the SOW or as subsequently agreed by Encoo.

Call Recordings mean the information contained in the audio files that the Customer's users record, download and access through the Call Recording Service.

Call Recording Service is a hosted service which allows the Customer to capture and store voice calls which are made over the SIP Trunk Service

Core Network means the network that connects major national and international nodes of the Encoo network. The boundary between the Core Network and the Access Network is defined as the egress port facing the Access Network on core routers or switches.

Customer means the customer described in the SOW and any of its employees, subcontractors, agents, and representatives and includes references to "You" and "Your."

Encoo Network means any telecommunications network, equipment, facilities, or cabling owned, controlled or utilised by Encoo.

Encoo SLA means the Encoo service level agreement which can be found at www.encoo.com.au/legal-documents, as updated from time to time

End User mean a customer of the Customer.

NBN TC-4 means an NBN Co network feature that enables support for latency sensitive interactive applications such as video conferencing and is delivered as a committed information rate with defined latency, jitter and loss characteristics.

Protected Service means a transmission service between two points whereby a failure in a transmission circuit or equipment within the Core Network related to the primary transmission path will automatically be rerouted via an alternate path, where available.

Service Delivery Point means the sites at which Encoo will install Encoo Equipment necessary to provide the Service Interface as specified in the SOW.

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Ethernet Multipoint Service.

Smart Number means a 13,1300 or 1800 telephone number that can be used to make phone numbers more memorable when they can be translated into phonewords e.g. 13 CATS (13 2287) or are patterned numbers e.g. 1300 222 222. These numbers are only available through an auction process and are subject to different charges than normal phone numbers

Standard Terms and Conditions means the Channel Partner Wholesale Agreement or if applicable other standard terms and conditions between Encoo and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable SOW from time to time, available at www.encoo.com.au/legal-documents.

Toll Fraud means the unauthorised use of the Service via hacking or other illegal means

Unprotected Service means a transmission service between two points whereby a failure in a transmission circuit or equipment on the primary path between the two points would result in a full or partial failure of data transmission.

2. Service Description

2.1. This Service Schedule applies to the following Voice services:

- a) SIP,
- b) Hosted PBX,
- c) Microsoft Teams Calling/Direct Routing.

(collectively and individually referred to as 'Voice Service'). It will apply to the first and any subsequent SOWs for Voice Services executed by the Customer and Encoo.

2.2. Encoo will provide the Voice Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule, and any applicable SOWs, all of which are binding on the Customer. The Customer must use the Voice Services (and, where relevant, will ensure that Your End Users use the Voice Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable SOWs, and all applicable laws.

2.3. Encoo may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

2.4. The Customer acknowledges that Encoo may be required to provide details of call information to third parties as required by applicable laws.

3. Service Provision

3.1. Encoo will use reasonable endeavours considering relevant commercial, economic and operational matters to commence provisioning of the Voice Service in accordance with the service delivery targets set out in the Encoo SLA.

3.2. Encoo reserves the right to undertake any action necessary to protect its network, including undertaking protection measures against Toll Fraud, and is not liable to the Customer as a result of such action.

ACN 154 521 383

- 3.3. The Customer acknowledges that any charges set out in the order for carrying out the Work are based on the information that the Customer has provided to Encoo. If any of that information is inaccurate, or anything unforeseen occurs (other than as a result of Encoo's negligence), the Customer must pay Encoo for any additional Services and Work required.
- 3.4. Encoo will provide a standards-based interface for the Customer to connect to the Encoo Voice Service.
- 3.5. Encoo offer's no on-site installation services. The customer acknowledge they are required to install any Equipment provided.

4. Call plan and Charges

- 4.1. The Customer must pay the call rates and charges in accordance with the rate plans provided with the SOW. If the Customer does not receive this rate plan with the SOW, the Customer must pay the call rates and charges as determined by Encoo from time to time, which is available upon request.
- 4.2. Call charges are billed per minute and rounded up to 2 decimal places. Minimum call charge is \$0.01.
- 4.3. Encoo by providing 5 Business Days' notice to the Customer may amend (including increase) the call rates and charges from time to time for Services under this Service Schedule by issuing the Customer an updated rate plan if:
 - a) the rates and charges are not fixed by any agreement; or
 - b) the rates and charges are fixed by agreement but there is a change in Encoo's cost of supply as a result of any additional costs, imposts, penalties or taxes imposed by any governmental, regulatory body or Third Party Supplier. In such circumstances, the Customer must pay the call rates and charges in accordance with the updated rate plan.
- 4.4. If particular rates are not indicated in the SOW, Customer must pay Encoo's then current applicable call rates and charges associated with the called number
- 4.5. We will commence billing when SIP trunk details are handed over to you. If you need new phone numbers, these will commence billing when we provide the number to your account.

5. Service Requirements and Service Limitations

- 5.1. The Customer acknowledges and agrees that it is a condition of this Service that they maintain an Internet connection in order for the Service to work.
- 5.2. Encoo Voice does not include the required Internet service.
- 5.3. 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

- 5.4. This Service may not be suitable for some non-voice applications, for example, but not limited to, doorbells, HICAPS machines, Paging Systems, fax machines, data modems, EFTPOS terminals and security monitoring services.
- 5.5. This service may not be suitable for call centre application
- 5.6. This Service may not be appropriate if and End User or another person residing with the End User has a disability, serious illness or other life threatening condition which requires an uninterrupted phone line with access to 000 emergency services.
- 5.7. Priority Assistance does not apply to the SIP Trunking Telephone service.
- 5.8. The Customer acknowledges that devices used within the Customer's network or devices used to supply their or their End User's Internet service may not be compatible with Encoo Voice services, and in some cases a different CPE may be needed for the Encoo Voice service to work properly.
- 5.9. Approximately 100 kbps of Internet Bandwidth is required per line and for each Line required. The Customer acknowledges that your or your End User's Broadband service must have sufficient bandwidth to support those lines
- 5.10. The following Internet services are not suitable for a Encoo Voice Service;
- Satellite Internet services
 - NBN TC-4 services
 - Other Internet services with high latency and jitter and services with low amounts of bandwidth.

6. Reasonable Use

- 6.1. All Encoo services are subject to the Encoo fair usage policy which can be found at www.encoo.com.au/legal-documents, as updated from time to time.

7. Service Level Agreement

- 7.1. Subject to the terms of the Standard Terms and Conditions, this Service Schedule, Encoo will provide the Services in accordance with the Encoo SLA which can be found at www.encoo.com.au/legal-documents, as updated from time to time.

8. Equipment

- 8.1. The Customer is responsible for the configuration, maintenance, and correct operation of any Customer or End User supplied or owned equipment or Channel Partner Supplied Items it uses in conjunction with the Voice Service and any third-party services the Customer uses in conjunction with the Voice Service.
- 8.2. Encoo is not liable for faults caused by:
- devices used by the Customer to terminate the Voice Services; or

- b) third parties to Customer or End User supplied or owned equipment or Channel Partner Supplied Items or other related services consumed by the Customer (e.g. services not provided by Encoo).

9. Number Porting

- 9.1. If the Customer requests to port numbers from another supplier's service to the Voice Service Encoo does not warrant that numbers can be successfully ported to Encoo. Number Porting involving complex porting is subject to extended lead times.
- 9.2. If additional numbers, such as but not limited to, attached numbers, are ported over during the number porting process, we may charge for additional ports and numbers as required.
- 9.3. We will pass on to the Customer, and the Customer must pay to Encoo, all charges payable to another supplier arising from Number Porting including, without limitation, any charges payable if the port is executed in the extended hours & outside extended hours, failed or withdrawn ports and number port reversals.
- 9.4. Upon the termination of a Service, Encoo may release to the Customer's new service provider the numbers that were ported to Encoo from the Customer's previous service provider and used in connection with a Service if the new service provider is able to accept such a number. The Customer must request in writing the transfer upon termination or expiry of the Service. Port out fees may be applicable

10. Microsoft Teams Calling/Direct Routing

- 10.1. The Customer is responsible for
 - a) Microsoft Teams Licensing.
 - b) Troubleshooting and Assistance: Level 1 troubleshooting and providing End User assistance and guidance for Microsoft Teams calling. This involves helping users set up and configure their calling features, assisting with call management (such as transferring calls, setting up voicemail, or configuring call forwarding), and addressing any user queries or concerns related to calling.
 - c) Configuration and Administration: This involves managing call routing, setting up call queues and auto-attendants, configuring call policies, and ensuring proper integration with telephony systems or third-party applications, if applicable.
 - d) Incident Management: Customers are expected to handle incidents related to Microsoft Teams calling and follow established incident management processes.
 - e) User Training and Documentation: Customer is responsible for providing training sessions or creating documentation to educate users on Microsoft Teams calling features and best practices.

11. Upgrades

- 11.1. The Customer may request that the Service be upgraded, being where the existing Service is upgraded. The Customer acknowledges that not all Services can be upgraded, and some upgrades may disrupt the Service.
- 11.2. Encoo will advise at its absolute discretion, the Customer whether the Services can be upgraded.
- 11.3. A once-off upgrade fee and additional monthly fees may apply

12. Early Terminations and Order changes

- 12.1. The Customer must pay the remainder of the contract in full if they wish to terminate the agreement early.

13. Passwords and Security

- 13.1. The Customer is responsible for maintaining the confidentiality of passwords associated with all accounts the Customer is provided access to. The Customer and its users may modify its account passwords.
- 13.2. The Customer is responsible for ensuring that all Customer equipment is secure. We are not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.

14. Call Recording

- 14.1. Retention for call recording will be 1GB or 1 month, whichever occurs first until calls start to be overwritten. If greater retention is required then Encoo will upload recordings daily to a partner provided FTP server at no cost.