

## TELARUS BUSINESS VOICE – SERVICE SCHEDULE

### **SERVICE DESCRIPTION**

Telarus Business Voice provides a complete traditional fixed-line voice service. It offers the Customer the ability to make and receive calls, subject to any conditions that might apply to specific types of calls, via a customer access service to other fixed-line and mobile services throughout Australia and overseas. Access to the service by the Customer may be provided via any combination of: (i) the transfer (or 'churn') of an existing access service to Telarus; (ii) the provisioning of a new access service by Telarus (iii) pre-selection of long distance calls (including national, fixed-to-mobile and international calls) in favour of Telarus; and (iv) the use, by the Customer, of an appropriate override code as advised by Telarus.

The service is only available to the Customer: (i) where the Customer is utilizing a fixed-line voice service that is delivered via the Telstra PSTN or ISDN network or is able to be connected to such a service and agrees for Telarus to provision such a service on their behalf; (ii) where the Customer is an approved Telarus customer; and (iii) where the Customer agrees to pre-select their services in favour of Telarus.

Telarus Business Voice may also incorporate inbound 13/1300/1800 services. Such services offer the Customer a more effective way of managing their inbound calls in addition to offering the potential to provide callers with a more cost effective way of contacting them. The Customer may either transfer an existing service or request that Telarus provisions a new service on their behalf.

### **PRICING**

Pricing for the Service and other charges under the Agreement shall be as notified by Telarus (for example, in its proposal to the Customer) and as otherwise notified or varied by Telarus in accordance with the General Terms.

### **ADDITIONAL TERMS**

1. Telarus will use reasonable endeavours to make the Service available to the Customer 24 hours a day, 7 days a week. However, the Customer acknowledges that the Service may be unavailable at times, due to various factors including but not limited to system maintenance, peak congestion, Service Equipment or line failure. The Customer further acknowledges that Telarus does not guarantee the performance or quality of the Service.
2. The Customer agrees to use only Australian Communications Authority approved equipment to access the Service or in conjunction with the Service.
3. The Customer must maintain pre-selection of Services in favour of Telarus for long distance calls (including national, fixed-to-mobile and international calls). Should the Customer pre-select another supplier whilst using the Service, Telarus reserves the right to override the Customer's choice by changing their carrier for long distance calls. The Customer authorises Telarus to do so as required and at any time until the Service is terminated.
4. Either party may terminate the Service by giving 30 days' written notice to the other party.
5. Subject to the General Terms of this Agreement (including any provision relating to limitations, exclusions or indemnities), Telarus shall provide the Customer with \$200 worth of standard PABX and/or key system programming (using a third party nominated by Telarus) for the purpose of migrating the Customer's voice services to Telarus. In the event that the Customer wishes to make its own arrangements for such services, Telarus shall reimburse the Customer for such services up to the value of \$200 per site. Should this Agreement be terminated for any reason within six months of commencement, the Customer must refund the amount paid by Telarus (including the value of work provided in kind) under this clause.
6. Clause 5 above excludes the following services (which Telarus shall determine in its absolute discretion): (a) PABX and/or key system programming other than standard PABX and/or key system programming for the purpose of migrating the Customer's voice services to Telarus; (b) cabling; (c) system integration; and (d) other *ad hoc* or additional services. However, Telarus may agree to provide such services for an additional charge.
7. Although Telarus will not charge the Customer for the cost of churning from the Customer's previous service provider, Telarus reserves the right to charge the Customer for such amounts if the Customer terminates this Agreement within six months of commencement.
8. Nothing in this Schedule limits any limitation, exclusion or indemnity contained in the General Terms.