

Terms and Conditions

Managed Teams Direct Routing SBC

Effective date – 24th May 2021

- 1 Service Description
- 2 Eligibility
- 3 Pricing and Billing
- 4 Term and Termination
- 5 Excessive use
- 6 Numbering Plan
- 7 Number Range Provisioning
- 8 Call Quality
- 9 Service Management
- 10 Service Desk
- 11 Incident Management
- 12 Maintenance
- 13 Web Portal Terms of Use
- 14 Content and Privacy
- 15 Changes to Terms and Conditions

Definitions

In these Terms and any related Contract, unless the contrary intention appears:

Spectrolite means The Trustee for Lividia Family Trust trading as Spectrolite (ABN 99 317 164 523).

Business Day means a day that is not a Saturday, Sunday or public holiday in Victoria

Customer means the person who orders Products or Services from Spectrolite, whether by telephone, email, in person, through Spectrolite's online ordering system or otherwise.

Products mean the goods or services purchased or to be purchased by Customer from Spectrolite which are the subject of a Contract.

Order means a purchase order for Products which has been accepted by Spectrolite but excluding any terms or conditions printed on or referred to in Customer's purchase orders or other

documentation unless expressly agreed to in writing by Spectrolite.

Intellectual Property Rights means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright)

Personal Information means information about the Customer from which the Customer's identity is apparent or can reasonably be ascertained. Personal information includes the Customer's name, address and other and the Customer's personal or commercial credit rating.

Authorised Representative means the person you nominate as your authorised representative, who has authority to contact our service desk and place requests on your behalf.

Device means each of a computer, workstation, laptop, tablet, telephone, personal digital assistant, smart phone, or other electronic device.

End User means any of your individual end users with an individual end point

Quarter means a full 3 calendar month period commencing on 1 July, 1 October, 1 January and 1 April in any year.

Service Start Date means the date the first End User is activated, or such other date as agreed between us in writing.

Session Border Controller (SBC) means a special-purpose hardware or software appliance that protects and regulates voice communications flows.

Microsoft Phone System Direct Routing means a function lets you connect a supported Session Border Controller to Microsoft Phone System.

Service Provider means the PSTN or Telephony Provider who is managing your SIP Trunk.

Term has the meaning set out in clause 4.

1 Service Description

- 1.1 Spectrolite provides a cloud-hosted Managed Teams Direct Routing SBC service.
- 1.2 Spectrolite Managed Teams Direct Routing SBC service allows you to connect Microsoft Teams to your preferred Spectrolite accredited telephony provider.
- 1.3 This service designed to enable you to make and receive PSTN (Public Switched Telephone Network) calls from Microsoft Teams client.

2 Eligibility

- 2.1 You must meet the eligibility criteria set out in this clause 2 for the Term of your Service. Failure to do so will constitute material breach of this agreement and we may suspend or terminate the Service and levy the applicable Early Termination Charges.
- 2.2 To be eligible for the Service you must:
 - (a) have your Office 365 tenancy located in Australia;
 - (b) procure and continue to have the required Microsoft 365 licences for each End User who will be allocated a PSTN number. We shall advise you of what the required licences are at the time of your application for the Service and we may upon reasonable notice notify you if the requirements change during the Term;
 - (c) make Spectrolite an Microsoft Teams Administrator (Teams service administrator and Teams communications administrator roles) of your tenancy while you are receiving the Spectrolite Managed Teams Direct Routing SBC Service;
 - (d) have a SIP Trunk from a Spectrolite accredited telephony provider. You must not change and/or migrate your SIP Trunk service to another telephony provider while you are receiving the service without prior consultation and approval from Spectrolite;
 - (e) have a data service that meets the minimum bandwidth requirements as determined by Microsoft, which meets minimum requirements for audio and/or video calling; and

- (f) have followed all the necessary best practises recommended by Microsoft for network optimisation at all Datacentre, HQ, Branch, and End User locations.

2.3 You must also:

- (a) comply with the terms of your relevant Microsoft 365 licence;
- (b) not resell the Service to a third party;
- (c) not use the Service for outbound contact centre functions;
- (d) only connect equipment that complies with relevant technical standards and other relevant requirements. For these standards, see the Australian Communications and Media Authority site at www.acma.gov.au; and
- (e) make any changes to your Equipment to avoid any danger or interference it may cause for other network equipment or services.
- (f) Only use equipment such as meeting room units, handsets, video devices, headsets and other accessories accredited or certified by Microsoft for use with Microsoft Teams.

3 Pricing and Billing

- 3.1 The charges for the Service are set out in your Service Quotation. All charges are GST exclusive unless otherwise stated. Additional terms relating to pricing may also be set out in the aforementioned.
- 3.2 The charges for the Service are subject to change. we reserve the right to make adjustments to pricing every 12 months for reasons including, but not limited to, changing market conditions, Product discontinuation, Product unavailability, manufacturer price changes and errors in advertisements.
- 3.3 At the beginning of every contract term, Spectrolite will send out via email, an invoice for that period. The customer can choose to pay either by quarterly instalments or by an annual instalment. All payments are to be made in advance of use of the service period covered. The first payment will be due upon execution of these Terms and Conditions.

3.4 If a bill remains unpaid 30 days after we gave it to you, we may charge you interest at a rate not exceeding the Cash Rate Target, as fixed by the Reserve Bank of Australia, plus 2 per cent, at the date the bill is issued.

4 Term and Termination

4.1 Term and Automatic Renewal

- (a) The Service has a minimum contract term of 12 month unless we have agreed otherwise in writing (Term).
- (b) The Service starts on the Service Start Date and continues for the Term unless terminated or renewed.
- (c) At the end of the initial or renewed Term, your Service will renew for a further 12 months. If you wish to end your Service effective at any time on or after the Term, you must give us at least one months' prior written notice.

4.2 Our Termination Rights

- (a) We can cancel, suspend, or restrict the Service at any time if you:
 - (i) use the Service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to Spectrolite's security or network capability or is illegal or likely to be found illegal;
 - (ii) commit a material breach of Customer Terms and Conditions or your other agreement with us; or
 - (iii) are in breach of any of the terms set out in clause 2 and clause 5.
- (b) We can cancel, suspend or restrict the Service by telling you with as much warning as we reasonably can if:
 - (i) providing the Service becomes illegal or we believe on reasonable grounds that it may become illegal;
 - (ii) if Microsoft discontinues support for the Service either in Office 365 or generally;
 - (iii) there is an emergency that affects our ability to continue to provide the Service; or
 - (iv) we are not able to provide the Service due to an event outside Spectrolite's reasonable control

(such as a failure in equipment that is not owned or operated by Spectrolite, or an act of God).

4.3 Early Termination Charges

- (a) If your Service is terminated in part or in whole before the end of the Term for any reason other than our material breach or our termination under clause 4.2, we may charge you the following Early Termination Charges:
Early Termination Charge (ETC) = 50% x A x B x C
Where,
A = the remaining months in the Term
B = the agreed monthly charge per Service
C = the number of Services being terminated in whole or in part
- (b) If you add additional services after the commencement of the initial Term, each individual service will be contracted for a minimum period of 12 months unless we have agreed otherwise in writing.

5 Excessive use

- 5.1 You must not use the service in a way which contravenes any fair use policy that applies to the service.
- 5.2 We may limit, suspend or terminate your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our Network or systems.

6 Numbering Plan

- 6.1 You acknowledge and agree that the Telecommunications Numbering Plan made under sub-section 455(1) of the Telecommunications Act 1997 (Cth) (Numbering Plan) contains obligations relating to the use of telephone numbers.

7 Number Range Provisioning

- 7.1 If you transfer your existing telephone service from another service provider to your SIP Trunk service provider, you will

experience outages to your existing service during the transfer process.

- 7.2 If you transfer any new or existing telephone number to your SIP Trunk and require us to enable the new number range on the Spectrolite Managed Teams Direct Routing SBC service, we will charge you an one-time setup fee to manage the transfer of numbers into your new or existing Spectrolite Managed Teams Direct Routing SBC service.

8 Call Quality

- 8.1 You acknowledge that if you use an access method, network configuration or bandwidth allocation that isn't consistent with Microsoft recommendations and best practices, there may be temporary interruptions, packet loss, call disconnection, service degradation, decreased call quality or a loss of functionality.
- 8.2 You acknowledge that the Quality of Service standards for voice and video communications rely on multiple factors such as your SIP Trunk, your O365 environment, your network environment and your end user environment. Any investigations and remediation required in a network or end user environments other than Spectrolite Network will be at your extra cost.

9 Service Management

- 9.1 The key services offered in the service management tier include Fault Management, Capacity Management, Incident Management, Incident Management Performance Report of the Spectrolite Managed Teams Direct Routing SBCs;
- 9.2 The service management tier does not include Management of Customer-provided SIP Trunk, Customer Premise Equipment (CPE), Office 365 Tenancy, Office 365 Licences and associated capabilities/features.

10 Service Desk

- 10.1 We will provide a service desk as part of the Spectrolite Managed Teams Direct Routing SBC service limited for Priority 1 (P1) and Priority 2 (P2) incidents as set out in clause 11.3.
- 10.2 You acknowledge that we may provide service desk services from within or outside of Australia.
- 10.3 All Incident reports must, if applicable, include the following:
- (a) The Customer's identification number;
 - (b) A reproducible test case that demonstrates the specific usage that causes the Incident being reported;
 - (c) Wording of all related error messages; A full description of the Incident and expected results; and,
 - (d) Any special circumstances surrounding the discovery of the Incident
- 10.4 The service desk is a single point of contact in relation to your Service. For each incident you raise, or service request you submit, the service desk will:
- (a) provide job reference numbers to the Authorised Representative who logged the fault or request;
 - (b) make an initial assessment of each incident and service request, attempt to resolve the incident or satisfy the service request if appropriate, or refer it to the next level of support;
 - (c) provide updates on incidents and service requests to the Authorised Representative who logged the fault or request;
 - (d) close incidents or service requests after confirming that the Authorised Representative who logged the call is satisfied that the incident has been resolved or that the service request has been completed.
- 10.5 We will provide you with the following details to contact the service desk:
- (a) A shared telephone number;
 - (b) an email address;
 - (c) access for Authorised Representatives to the service desk web portal.

- 10.6 The service desk core business hours are Monday to Friday (excluding national public holidays) from 8:00am to 5:00pm AEST/AEDT. The service desk is available for service request during business hours only.
- 10.7 We shall allow 24x7 access to the Support Portal for Technical Support Requests and Incident Reporting. Technical Support Requests shall be processed by Spectrolite in accordance with clause 10.4.
- 10.8 We will use reasonable endeavours to meet the service availability targets of 99.9% ("three nines") for Spectrolite Managed Teams Direct Routing SBC service. We will use reasonable commercial efforts to optimise service and uptime. Failure to achieve the Service Availability Targets does entitle You to Service Credits as described in the Service Level Agreement (SLA). Service Credits are the sole and exclusive remedy for any failure by Spectrolite to meet the SLA. This does not apply to the Telephony Provider SIP Trunk, or Telephony Provider Network or Customer Network, or End User Network, or CPE, or any Microsoft 365 component.

11 Incident Management

- 11.1 We will monitor your Spectrolite Managed Direct Routing SBC service for incident management.
- 11.2 If you raise an incident with the service desk, or we detect an alarm through assurance monitoring, our service desk will:
- (a) originate a trouble ticket;
 - (b) investigate the incident or alarm; and
 - (c) assign a priority level.
- 11.3 The priority levels we apply to incidents that are included in assurance management are set out below:
- (a) Priority 1 (P1) Critical Incident or Extensive Widespread Outage: A complete business down situation where your business operations unable to operate, for example: Complete loss of inbound and outbound PSTN calling capabilities.
 - (b) Priority 2 (P2) High Impact or Significant User Impact: A major component of your

- business ability to operate is affected during business hours where some aspects of the business can continue but it's a major problem, for example: Spectrolite Managed Teams Direct Routing SBC service constantly affecting inbound and outbound PSTN call quality, stability and call routing issues
- (c) Priority 3 (P3) Medium Impact or Moderate User Impact: The incident or situation is confined to 10 or more End Users which is having an effect on normal business operations, and business deliverables are at risk of being compromised.
 - (d) Priority 4 (P4) Low Impact or Minor Localised User Impact: The incident or situation affects or degrades the Service, but your normal business operations can continue. Also, a service request or enquiry.

- 11.4 Once we have assigned a severity level, we will use reasonable endeavours to meet the service restoration targets set out in the table below. Resolution times do not include incidents that involve escalation to Microsoft, Telephony Provider and CPE Vendor support for resolution.
- (a) Priority 1 (P1) – 4 Business Hours
 - (b) Priority 2 (P2) – Next Business Day
 - (c) Priority 3 (P3) – Third Business Day
 - (d) Priority 4 (P4) – 7 Business Days

12 Maintenance

- 12.1 We may schedule maintenance outages and change management windows which may cause temporary loss of some or all functions of your Spectrolite Managed Teams Direct Routing SBC service or disable our assurance monitoring capability.
- 12.2 We will schedule maintenance outages wherever possible outside our standard business hours of 8am to 6pm, Monday to Friday (excluding public holidays). These outages may affect the operation of your service and/or our ability monitor/detect service issues during the outage.
- 12.3 You can ask for information about scheduled maintenance outages from our Service Desk.

- 12.4 The standard hours for performing upgrades are set out below,
- (a) Major upgrades to infrastructure – Saturday/Sunday: 12am – 5am;
 - (b) Major software and configuration changes - Any day: 9pm – 5am;
 - (c) Minor upgrades and changes to fix faults - Any day: 7pm – 7am

13 Web Portal Terms of Use

- 13.1 We will provide you access to an online web portal (Portal). The Portal allows you to place service requests, log incidents, and other features that we will add (and advise you) from time to time.
- 13.2 You must not appoint or allow a third party, without our express written permission to act on your behalf in relation to the Portal.
- 13.3 You may only appoint a person within your organisation to access the portal on your behalf (User).
- 13.4 You are responsible for ensuring that the person accessing your online account as a User is authorised to do so in the manner authorised by you.
- 13.5 You must notify us as soon as reasonably practicable when providing or changing your details for the purposes of using the Portal.
- 13.6 Information on your online account available through the Portal may not always be completely up to date.

14 Content and Privacy

- 14.1 In order to provide the Spectrolite Services, you allow us to disclose customer data including personal information we collect from you and your users to third parties such as our suppliers, contractors and third-party service providers (or their suppliers). You agree to the transfer, storage and use of personal information outside of Australia, including without limitation transferring, storing, and processing in the United States, Australia, Singapore or any other country in which our providers and their subcontractors maintain facilities. You agree to obtain the consent of each person who provides data in relation to the Service for the aforementioned.

- 14.2 We rely on you to ensure that you have taken all legally necessary steps to allow us and our third-party suppliers to collect personal information from your users and to use, disclose, store and transfer such personal information.

- 14.3 You indemnify us against any claim, cost, loss or liability which may arise in connection with your breach of this clause.

- 14.4 You acknowledge that we may archive and store your data to fulfil obligations under applicable laws.

15 Changes to Terms and Conditions

- 15.1 Spectrolite may amend (add, remove or otherwise change) these terms and conditions without prior notice. It is the responsibility of the customer to read and understand these terms and conditions each time an order is placed.
- 15.2 If and when we make any changes to any part of this Terms and Conditions document, we will amend the effective date displayed on page one.