

Global Voice over IP (GVOIP) Long Distance Outbound Service Schedule

Service Terms

1 GVOIP Long Distance Outbound Service Description

- 1.1 The GVOIP Long Distance Outbound Service provides Customers with the interconnection of outbound voice traffic over Telstra's backbone network with the PSTN via Telstra's VOIP Gateways.
- 1.2 The GVOIP Long Distance Outbound Service allows Customer to terminate Off-net calls made from a Site via one of the following Services:
- (a) a Global IP VPN Service provided by Telstra;
 - (b) a Global Internet Direct Service provided by Telstra; or
 - (c) any other carriage services agreed and provided by Telstra,
- (each an "Associated Service", together the "Associated Services") to any Destination attached to the PSTN via Telstra's VOIP Gateways.
- 1.3 The Customer is required to purchase an Associated Service separately from Telstra, upon the terms and conditions contained in the Agreement and the applicable Service Schedule, and subject to additional charges and an independent longer Service Term as specified in the applicable Order for the Associated Service.
- 1.4 The GVOIP Long Distance Outbound Service does not include:
- (a) the Associated Service, including without limitation, any of Customer's On-net calls via an Associated Service;
 - (b) PBX infrastructure;
 - (c) any CPE including routers, call managers and call servers required to generate voice calls on Customer's Associated Service;
 - (d) any Local Access Service; or
 - (e) any 911 Service.
- 1.5 For the avoidance of doubt, any attempt by the Customer to make a call both originating on and terminating within Customer's closed user group Internet Protocol (IP) network, using the GVOIP Long Distance Outbound Service, shall not be deemed an On-net call, rather, such call shall be deemed an Off-net call and charged in accordance with Section 6 of this Schedule.
- 1.6 The GVOIP Long Distance Outbound Service supplied to Customer is a single service which may be accessed from one or more Sites. There is not a separate GVOIP Long Distance Outbound Service supplied for each Site.

Telstra Incorporated
Confidential

2 Customer Obligations

- 2.1 Customer may not use the GVOIP Long Distance Outbound Service for (i) any calls originated from any country other than a country listed as an Available Country at the time of origination; (ii) any calls terminating in a location other than a location listed as a Destination at the time of termination; (iii) any calls to 911 Service; (iv) any call that originates and terminates within a single United State other than New York, New Jersey, California, or Texas; or (v) any call that originates and terminates within a single US LATA or would otherwise be deemed a "local call" if using switched voice services (collectively, "Prohibited Calls"). Any use or attempt to use the GVOIP Long Distance Outbound Service for any Prohibited Calls constitutes a material breach of the Agreement. In such event, Telstra may, without limitation of any other remedies it has in law or equity under this Agreement, suspend, limit or cancel the provision of the GVOIP Long Distance Outbound Service without notice.
- 2.2 Prior to providing access to the Service, the Customer must notify all Users in writing that the GVOIP Long Distance Outbound Service does not support any 911 Service and that they may not use or attempt to use the GVOIP Long Distance Outbound Service for any Prohibited Calls. Customer represents and warrants that it is not reliant on Telstra to provide 911 Service to it or any Users with access to the GVOIP Long Distance Outbound Service provided by Telstra. Customer will assume all responsibility, risk and potential liability for the provisioning (or non-provisioning) of any and all 911 Services associated, directly or indirectly, with the GVOIP Long Distance Outbound Service.
- 2.3 If Telstra notifies Customer that an Available Country is no longer an Available Country then Customer must cease to use the GVOIP Long Distance Outbound Service to originate Off-net calls in such country from the date specified in the notice. Such notice may be provided, notwithstanding anything contained herein to the contrary, by email, posting on a Telstra web site or in any manner permitted under this Agreement.
- 2.4 Except to the extent otherwise provided in Section 2.5 below, Customer must configure its PBX's to deliver the origination number of each call to Telstra's VOIP Gateway. The origination number delivered must be in compliance with ITU-T Recommendation E.164 and contain the applicable country code, national designation code and subscriber number to enable Telstra to accurately identify the location of origination for each call.
- 2.5 If Customer is unable to configure any of its PBX's to deliver the origination number of any call to Telstra's VOIP Gateway in the manner described in Section 2.4 above ("Unknown Call"), Customer must provide Telstra with the telephone number associated with the PBX through which such Unknown Call is routed ("PBX Telephone Number") and such PBX Telephone Number shall be used as the origination number for such Unknown Call. The PBX Telephone Number must be in compliance with ITU-T Recommendation E.164 and must contain the applicable country code, national designation code and subscriber number.
- 2.6 Any breach of Section 2.4 or 2.5 shall be deemed a material breach of the Agreement, and, in such event, Telstra may, without limitation of any other remedies it has in law or equity under this Agreement, suspend, limit or cancel the provision of the GVOIP Long Distance Outbound Service without notice.
- 2.7 Upon reasonable notice in order to ensure Customer's compliance with the above obligations, Telstra shall have the right to perform an audit of Customer's books and records as well as the logical and physical configuration of Customer's PBX, the logical and physical configuration of all devices connected to Customer's PBX, Customer's call logs and Customer's routing tables relating to Customer's use of the GVOIP Long Distance Outbound Service in order to enable Telstra to accurately identify the location of origination for each call. Telstra shall have full and complete access to such books and records during normal business hours and Customer shall provide information and assistance as may be reasonably requested by Telstra to perform the audit. In the event that such audit is performed as a result of Customer's breach of any of its obligations under this Service Schedule, or reveals that Customer is in breach of any such obligations, Customer shall be required to reimburse Telstra for any reasonable, documented costs of performing the audit.

Telstra Incorporated
Confidential

- 2.8 The Customer will indemnify and hold Telstra harmless from any claim, cost, damage, demand, liability, loss, penalty, fine, interest, proceeding or attorneys' fees imposed upon Telstra arising out of or relating to (i) any Prohibited Call, any User's dialling or attempting to make any Prohibited Call, including without limitation, any claim by any other person who may be affected by any User's dialling or attempting to make any Prohibited Call; (ii) any breach of Section 2.4 or 2.5; and (iii) any suspension, limitation or cancellation of the GVOIP Long Distance Outbound Service resulting from (i) or (ii) above.
- 2.9 Customer agrees that the GVOIP Long Distance Outbound Service must traverse Telstra's VOIP Gateway, and the conversion from VOIP to PSTN must be effected by Telstra's VOIP Gateway. Customer must not perform, allow or procure interconnection between an IP network provided by Telstra and any other network (including the local PSTN), without Telstra's prior written consent.
- 2.10 Customer agrees that it may not resell the GVOIP Long Distance Outbound Service without Telstra's prior written consent which Telstra may give or withhold in Telstra's absolute discretion.

3 Term

- 3.1 Either party may cancel the GVOIP Long Distance Outbound Service at any time upon 30 days' prior written notice to the other party.
- 3.2 Termination of the GVOIP Long Distance Outbound Service does not result in termination of any Associated Service. Such Associated Service may only be terminated in accordance with its terms.
- 3.3 If the applicable Associated Services utilized with a GVOIP Long Distance Outbound Service are cancelled or terminated for any reason, then the GVOIP Outbound Service shall be cancelled simultaneously, except to the extent that the Customer migrates the GVOIP Long Distance Outbound Service to another Associated Service.

4 Equipment

- 4.1 Customer's CPE (including routers) and any other hardware or software (including call managers) provided and used by Customer for access to the GVOIP Long Distance Outbound Service must be compatible with Telstra's GVOIP Long Distance Outbound Service configuration requirements.
- 4.2 Customer is solely responsible for selecting, providing, setting up and maintaining any equipment (including hardware and software) required to originate calls on Customer's GVOIP Long Distance Outbound Service, and all physical connections (including devices such as a call manager) and configuration of software, unless Telstra agrees to provide or manage it for Customer.
- 4.3 Customer must ensure that the required routing protocols and configuration requirements, as notified by Telstra, are implemented and operated between the GVOIP signal processing devices and Telstra's VOIP Gateways.

5 Call Type

- 5.1 The Call type selected by Customer determines the type of routing as set out below (**Call Type**) and applicable Call Rate (as defined below) for calls made using the GVOIP Long Distance Outbound Service.
- 5.2 Set forth below are descriptions of the Call Types that may be selected for termination of calls made using the GVOIP Long Distance Outbound Service on a PSTN:
- (a) **Premium Call Type:** calls are carried by the highest quality termination routes available to Telstra. If no other Call Type is selected by Customer the Call Type defaults to the Premium Call Type; or

**Telstra Incorporated
Confidential**

- (b) **Enhanced Call Type:** calls are terminated via a combination of Least Cost Routing (LCR) and premium routes.

5.3 The Customer must select the Call Types by implementing the applicable routing protocols and configuration requirements advised by Telstra.

5.4 All Call Types described in Section 5.2 may not be available at every VOIP Gateway.

6 Charges

6.1 The charges for calls made by Customer using the GVOIP Long Distance Outbound Service are based on the pricing ("Call Rate") set out in Attachment 2 to this Service Schedule as may be amended at any time and from time to time by Telstra on 7 days' written or electronic notice to Customer.

6.2 There is a thirty (30) second minimum charge for each call. After the first 30 seconds, usage is calculated in six (6) second increments and rounded up to the next six (6) second increment.

7 Definitions

7.1 In this Service Schedule unless otherwise indicated:

911 Service means 911, E911 or any other emergency services, including any service accessed by dialling the digits "9-1-1."

Available Country means the countries set forth in Attachment 1 to this Service Schedule as may be amended from time to time upon notice by Telstra pursuant to Section 2.7.

CPE means Customer Premises Equipment and includes any equipment that Customer may need at a Site to access the GVOIP Long Distance Outbound Service.

Destination means the destinations set forth in Attachment 2 to this Service Schedule as may be amended at any time and from time to time by Telstra on 5 days' written or electronic notice to Customer.

Off-net calls means any calls originating from a device on Customer's closed user group Internet Protocol (IP) network in an Available Country and terminating on fixed or mobile phones connected to a PSTN at a Destination, including without limitation, one within the Customer's closed user group.

On-net calls or **On-net Service** means any calls originating on and terminated within Customer's closed user group Internet Protocol (IP) network, without use of the GVOIP Long Distance Outbound Service Schedule.

PBX means Private Branch Exchange, which is located in an office or building that provides voice and data extension lines and an access point to the public network, including IP Centrix hosted PBX and Time Division Multiplex (TDM) based PBXs, either managed by Telstra or Customer.

Public Switched Telephone Network or **PSTN** means, any public switched telephone network used to carry circuit switched voice data, whether provided by Telstra or another carriage service provider.

Site means each of Customer's sites in an Available Country that are connected to the GVOIP Outbound Service using an Associated Service.

Voice over Internet Protocol (VoIP) means a technology developed to set up, convert, compress, transport, and tear down telephone calls over a data network which could be Customer's private data network (IP VPN) or Internet network.

Telstra Incorporated
Confidential

VOIP Gateways means Telstra's IP to PSTN gateways used to provide the GVOIP Long Distance Outbound Service.

**Telstra Incorporated
Confidential**

Attachment 1: Available Countries

Available Countries

1.1 The table below sets out the Available Countries.

Austria	Australia	Belgium	Bulgaria	Canada
China*	Cyprus	Czech Republic	Denmark	Estonia
Finland	France	Germany	Greece	Hong Kong
Hungary	Ireland	Italy	Japan	Latvia
Lithuania	Luxemburg	Malaysia	Malta	Netherlands
New Zealand	Philippines	Poland	Portugal	Singapore
Slovenia	South Korea	Spain	Sweden	Taiwan
United Kingdom	United States			

*By arrangement with Chinese carrier

Attachment 2: GVOIP Long Distance Outbound Service Call Rates

(attached overleaf)

**Telstra Incorporated
Confidential**

TI GVoIP International Outbound Rates

October 2010

Destination	Type	Usage Charge Per Minute
AUSTRALIA	Fixed	0.032
BANGLADESH	Fixed	0.156
BRAZIL	Fixed	0.115
CANADA	Fixed	0.024
CHILE	Fixed	0.063
CHINA	Fixed	0.024
FRANCE	Fixed	0.021
GERMANY	Fixed	0.024
GREECE	Fixed	0.024
HONG KONG	Fixed	0.025
INDIA	Fixed	0.106
INDONESIA	Fixed	0.126
IRELAND	Fixed	0.024
ITALY	Fixed	0.024
JAPAN	Fixed	0.026
MALAYSIA	Fixed	0.024
NETHERLANDS	Fixed	0.024
NETHERLANDS ANTILLES	Fixed	0.196
NEW ZEALAND	Fixed	0.025
NORWAY	Fixed	0.024
PAKISTAN	Fixed	0.156
PHILIPPINES	Fixed	0.194
SINGAPORE	Fixed	0.020
SOUTH AFRICA	Fixed	0.080
SOUTH KOREA	Fixed	0.026
SPAIN	Fixed	0.035
SWEDEN	Fixed	0.024
TAIWAN	Fixed	0.024
THAILAND	Fixed	0.028
U.S.A.	Fixed	0.021
UNITED ARAB EMIRATES	Fixed	0.200
UNITED KINGDOM	Fixed	0.020
VIETNAM	Fixed	0.170
AUSTRALIA	Mobile	0.233
BANGLADESH	Mobile	0.156
BRAZIL	Mobile	0.271
CHILE	Mobile	0.243
CHINA	Mobile	0.024
FRANCE	Mobile	0.351
GERMANY	Mobile	0.305
GREECE	Mobile	0.211
HONG KONG	Mobile	0.025
INDIA	Mobile	0.106
INDONESIA	Mobile	0.148
IRELAND	Mobile	0.260
ITALY	Mobile	0.355
JAPAN	Mobile	0.177
MALAYSIA	Mobile	0.067
NETHERLANDS	Mobile	0.312
NETHERLANDS ANTILLES	Mobile	0.196
NEW ZEALAND	Mobile	0.267

NORWAY	Mobile	0.208
PAKISTAN	Mobile	0.156
PHILIPPINES	Mobile	0.194
SINGAPORE	Mobile	0.024
SOUTH AFRICA	Mobile	0.268
SOUTH KOREA	Mobile	0.046
SPAIN	Mobile	0.312
SWEDEN	Mobile	0.336
TAIWAN	Mobile	0.106
THAILAND	Mobile	0.035
UNITED ARAB EMIRATES	Mobile	0.200
UNITED KINGDOM	Mobile	0.230
VIETNAM	Mobile	0.378

Notes

USD per minute

Excludes special numbers

Subject to monthly changes