

Telstra Contact Center Solution (“TCCS”) Service Schedule



Service Terms

1 TCCS Service Description

- 1.1 The Telstra Contact Center Solution (“TCCS” or the “Service”) is a fully managed contact center solution hosted in Telco class data centers.
- 1.2 TCCS includes the following services and capabilities:
- (a) Routing of PSTN originating calls to Customer Call Center Agents in remote locations;
 - (b) Capability for the Customer to establish pre-defined routing metrics, using guidelines provided by the Cisco IPCC Platform capabilities;
 - (c) Call recording supervision capabilities, including monitoring and play back;
 - (d) Basic Reporting as described in Section 1.6 below; and
 - (e) Training on the functionality of the platform as described in Section 1.7 below
- 1.3 TCCS consists of: a Customer Premises Router (“CPE” or ‘Router”), a local loop that connects the CPE to Telstra’s IP service, and Telstra’s IP Backbone that connects the Customer’s Premises to Telstra’s Intelligent Call Center Solution hosted in its data centers.
- 1.4 TCCS does not include, among other things, the PSTN connectivity at either end (incoming to the TCCS Platform or outgoing from the Customer’s Premises), the LAN at the Customer Premise, Customer Call Center Agent’s desktop capabilities, including computers and telephones, or any other equipment located at the Customer’s Premises, whether or not supplied by Telstra, other than the TCCS CPE. The demarcation or ingress point to TCCS shall be defined as the point of contact between the Customer-provisioned voice PRI’s and the Telstra router that interfaces with the TCCS Platform in Telstra’s co-location facility. This is the boundary between the Customer-provided PSTN infrastructure and the TCCS hosted platform. The demarcation or egress point from TCCS shall be the CPE on the Customer Premises.
- 1.5 The Service Start Date shall mean the date by which all the Telstra-provided components of TCCS set forth in Section 1.3 are installed and ready-for-use; provided that in the event that all of the components other than the Router at the Customer’s Premises are installed and ready-for-use, then the Service Start Date shall be the date on which installation of such Router is scheduled, except to the extent that the Router is not ready-for-use on such date through the fault of Telstra or its Service Provider. The Service Start Date is not predicated on finalizing any skill based routing required.
- 1.6 Upon the Customer’s request delivered at least 60 days’ prior to the commencement of the applicable calendar month for which reports will be requested, the following monthly reports will be made available to the Customer:
- (a) Calls incoming report: shows the number of all incoming calls based on the number dialed to access the contact center.
 - (b) Calls handled report: shows all calls that were processed by the platform
 - (c) Calls queued report: shows all calls that were queued (on hold, waiting for a Customer Call Center Agent to be available)

- (d) Calls abandoned in queue report: shows all calls that were dropped by the caller while they were queued/on hold
- (e) Average delay in queue report: shows the average time a call is in queue before being routed to a Customer Call Center Agent
- (f) Talk Time report: shows the cumulative talk time of all Customer Call Center Agents on the line with callers
- (g) Average talk time report: shows the average talk time that each Customer Call Center Agent was on a line with a caller

Reports will typically be available to the Customer within 60 days after the end of the applicable calendar month. No reports will be provided for partial calendar months. Other reports may be made available to the Customer for an additional fee.

- 1.7 Training on the end user platform will be provided to the Customer. Training on the platform includes the ability to do software based moves, adds, changes and deletions as well as the recording functionality offered through the platform. Training class sizes are limited to a maximum of 8 people. One training session to be scheduled during the Installation Period will be provided as part of the TCCS charges. The Customer may arrange for additional training sessions at an additional cost. All training is held in the continental US at Telstra designated site. Training on the functionality of the platform may take a few days and may not be able to be scheduled consecutively. The Customer is responsible for arranging for all of its travel and living expenses associated with their attendance at the training sessions. The Customer will reimburse all documented reasonable travel and living expenses incurred by the Telstra trainer(s) conducting the training sessions

2 Provisioning of Voice PRI's and other Customer-Supplied Components

- 2.1 The Customer will be solely responsible for provisioning dedicated voice PRI's for the purpose of terminating calls to the TCCS platform at the Telstra designated co-location facility. The number of voice PRI's provisioned to the Service is predicated on the design of the platform and must be approved by Telstra. The Customer may not decrease or increase the number of voice PRI's during the Service Term without Telstra's prior approval.
- 2.2 The Customer is also responsible for supplying all services at its Customer contract center, including without limitation, PSTN connectivity for outgoing and local calling for Customer Call Center Agents and Customer Call Center Agent platform, which may consist of a soft or hard phone and/or a computer.
- 2.3 The Service Start Date will not be subject to the PRIs' or any other Customer-provided equipment or service (collectively, the "Customer-supplied Components") being available for use by the Customer;
- 2.4 The Customer must use reasonable efforts to ensure that:
- (a) the Customer-supplied Components are installed, tested and made available in good time to enable the TCCS service to be used on or before the Service Start Date;
 - (b) the interfaces between the Customer-supplied Components and Telstra's point of presence conform to Telstra's technical standards and specifications;
 - (c) the third party telecommunications provider which provides the PRIs deals directly with, and provides reasonable assistance to Telstra in relation to the connection and inter-working of the TCCS Service and the PRIs and the Customer provides the necessary information to enable the connection of the PRIs to the TCCS service; and

- (d) the Customer-supplied Components continuously operate during the Service Term, including by promptly settling all invoices for the PRI service.

If the supply of a Voice PRI or other Customer-supplied Component expires or is suspended, withdrawn or terminated for any reason before the expiration of the Service Term, then the Customer shall continue to be liable for all charges payable for the TCCS Service.

3 Provisioning of Voice PRI's and other Customer-Supplied Components

- 3.1 Telstra requires that the Customer provide general cooperation during all phases of the project including planning and implementation, to support the service at the contact center. This includes, but is not limited to, assigning a customer representative, capable of making final design specifications to support the installation of the project who can provide subject matter experts to support the configuration and connectivity to the applicable components of the customer's LAN to insure internetworking capabilities with the CPE router provided for the service (the "Customer Representative"). The Customer is responsible for designating the Customer Representative on the Order Form for the Service.
- 3.2 During the Installation Period, the Customer Representative will be required to be readily available and expend sufficient time with Telstra in order to enable the provisioning of the Service. Upon placement of an order for the TCCS Service, the Customer must provide all necessary information to enable configuration of the Service, including, but not limited to working with Telstra to define the Customer-required Agent Skill based routing, call flows, menuing, user interface and prompting contents. The Customer shall also make available to Telstra all contact center access information including 800 numbers, DNIS skills, skill groups, etc at this time.
- 3.3 During the Installation Period, the Customer the Customer Representative, shall attend the training session on TCCS provided by Telstra and shall use such training to arrange for the training of all of the Customer Call Center Agents prior to the Service Start Date
- 3.4 The Customer is responsible for creating all wav files it wishes to include in the Service based on the format specified in the Cisco documentation and by Telstra and must provide them to Telstra for use in the Service
- 3.5 The demarcation point at the Customer Premises shall be the CPE router provided as part of this Service. The Customer is responsible for everything at their contact center including but not limited to the: LAN (including, but not limited to, ensuring maximum link resilience end-to-end with minimal recovery time in the event of a link failure, desktop, patch panel, cross connect from Patch Panel to CPE router and copper or fiber cabling.

4 Voice Recording; Call Centre Agents

- 4.1 The TCCS platform includes voice recording capabilities, which the Customer may use subject to the terms and conditions of this Agreement. Telstra reserves the right to monitor and record Customer transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services. The Customer shall ensure that all necessary approvals are obtained to permit recording of all calls and that such recording is in compliance with all applicable laws and regulations. The Customer shall indemnify, defend and hold harmless Telstra, its Service Providers and their respective Affiliates, suppliers, employees, directors and officers, from any liability, claim, damage, loss, cost or expense, however characterized, including, without limitation, penalties and attorneys fees incurred in connection with the investigation or defense of the same, arising out of any failure to comply in any respect with the preceding sentence.
- 4.2 Telstra may, in its sole discretion, include an announcement on all incoming calls informing the user that the call may be monitored, regardless of whether the Customer records the call or not. This announcement does not mitigate in any manner the Customer's sole responsibility for obtaining all necessary approvals as set forth in Section 4.1.
- 4.3 The Customer is required to notify all employees, subcontractors or third-parties that may be involved in answering the calls on behalf of the Customer (collectively, "Customer Call Center

Agents”) that their calls may be monitored, and obtain their approval of the same if required by applicable law or regulation. Telstra may require proof of such consent from time to time.

- 4.4 The Customer shall ensure that Customer Call Center Agents adhere to regulations surrounding the recording platform and must ensure that Customer Call Center Agents use the platform only for the purposes that it has been provided.
- 4.5 The Customer is responsible for training Customer Call Center Agents on the Services, including, but not limited to, the voice recording function.

5 Special Conditions

IP Addresses

- 5.1 If Telstra agrees to provide IP addresses to the Customer, Telstra will grant to the Customer a non-exclusive, non-transferable revocable licence to use each IP Address (each, a “Licensed IP Addresses”) in the Customer’s equipment for the sole purpose of enabling such equipment to access Telstra’s point of presence. Telstra reserves the right to charge the Customer for Licensed IP Addresses.
- 5.2 The Customer may only use the Licensed IP Addresses for the purpose specified below:
- (a) the Access Port IP Address – as the gateway IP address for that Internet Access Port; and
 - (b) the Equipment Address – as the IP address for the Customer’s Equipment that will use the Internet Access Port.

Telstra may suspend or terminate the licences to use the Licensed IP Addresses where the Customer uses such Licensed IP Addresses for any purpose other than those set out in this Section 5.5 or the Customer otherwise breaches the license terms.

- 5.3 The Customer’s license to use the Licensed IP Addresses terminates immediately upon Telstra’s ceasing to provide the Service via the relevant Telstra Service Provisioning Point.
- 5.4 Telstra may change a Licensed IP Address: on four days’ written notice to the Customer; or immediately, if the change is needed because of a service difficulty.
- 5.5 On termination or revocation of a license to use a Licensed IP Address, the Customer must immediately cease using and remove the Licensed IP Address from all software and hardware devices in the CPE.
- 5.6 Telstra may, as a condition of providing the Services, require the Customer to provide Telstra with IP addresses from within a certain block. If the Customer advertises IP addresses which are not provided by Telstra, Telstra may, in its sole discretion, request, or require that the Customer obtain, written permission from the registered owner of those IP addresses to route those IP addresses on the Customer’s behalf. If Telstra does not receive such written permission when requested, Telstra reserves the right to refuse to route such IP addresses advertised by the Customer through the Telstra Network. If Telstra otherwise receives a request from the registered owner of those IP addresses to cease such routing, it reserves the right to do so without notice and approval of the Customer.

Faults

- 5.7 The Customer shall promptly notify the Telstra Global Help Desk of any Service difficulty and provide all available details necessary to assist Telstra in investigating the Service difficulty.
- 5.8 In the event of a Customer Fault, the Customer may be required to reimburse Telstra for the costs directly incurred by Telstra in investigating and attempting to correct the fault at Telstra’s then current reasonable time and materials rates; and Telstra shall have no liability whatsoever

associated with attempting to correct such Fault and may cease work at any time without incurring any liability for failing to correct the Customer Fault.

Configuration Changes

- 5.9 Any configuration changes (Moves, Adds, Changes and Deletions) may be subject to additional charges. Please consult Telstra for details.

Acceptable Use

- 5.10 The Customer solely responsible for the content of its and its Users data or transmissions using the TCCS Service. The Customer must ensure that the TCCS Services is not used for unlawful purposes including without limitation infringement of copyright or trademark, wire fraud, invasion of privacy, pornography, obscenity and libel, or to interfere with or disrupt other network users, network services or network equipment. The Customer must defend and indemnify Telstra from any claims, liabilities, losses, costs or damages, including attorneys' fees and costs, arising out of any transmission or other use of the TCCS Service that is not in compliance with these requirements or is otherwise illegal.

Routers

- 5.11 As part of the TCCS service Telstra will provide a Router at the Customer Premises. Each Router provided as part of the TCCS Service is a Facility for the purposes of this Agreement.
- 5.12 The Customer acknowledges that Telstra or its Service Provider retains all right, title or interest in such Routers and the Customer shall acquire no right, title or interest therein by virtue of this Agreement.
- 5.13 The Customer shall:
- (a) ensure that each Router is kept in good order and repair (reasonable wear and tear excepted);
 - (b) not modify the Routers except with Telstra's express approval;
 - (c) not attempt to sell, dispose of or encumber the Routers in any way;
 - (d) not alter any identifying markings on the Routers;
 - (e) allow Telstra or its Service Provider to inspect the Routers at any reasonable time upon reasonable notice;
 - (f) replace, or pay Telstra the cost of replacing, at Telstra's election, any Router which is destroyed, damaged, lost or stolen at any time during the TCCS Service Term; and
 - (g) at the end of the Service Term, at the Customer's expense, deliver the relevant Routers in good working order and conditions (reasonable wear and tear excepted) to such place as directed by Telstra.

6 Availability Performance Standards

- 6.1 Subject to the terms, restrictions, exclusions and conditions set forth in this Schedule and the Agreement Terms, including without limitation, Section 4 thereof and the Exclusion Events, the following Performance Standard is provided for the Telstra Contact Center Availability.

6.2 TCCS Availability Performance Standard

- (a) If during any full calendar month, the Availability of the Services is less than 99%, then, provided the Customer makes a written request in accordance with the Agreement Terms within twenty (20) days of the end of the applicable month, Telstra will credit the Customer's account by the amounts specified below.

Availability During Applicable Month	Credit (% Of Monthly Recurring Charge per Customer Call Center Agent, Multiplied by the Number of Customer Call Center Agents)
99.0% or Higher	0%
Less than 99.0%, but at least 97.5%	5%
Less than 97.5%, but at least 95.0%	10%
Less than 95.0%, but at least 92.5%	15%
Less than 92.5%	35%

- (b) Monitoring Telstra's adherence to the Performance Standard is the Customer's responsibility and claims for service credits must be made in accordance with the Agreement Terms and this Telstra Call Center Service (TCCS) Schedule.
- (c) The number of voice PRI's must meet the requirements defined by Telstra. Should the Customer provision an excess number of PRI's to the TCCS Platform, the Customer will not receive any credit as a result of any Unavailability of the Service.
- (d) The credits described in this Section 6.2 shall be the sole and exclusive remedy of the Customer in the event of failure to achieve TCCS Availability objectives or Unavailability of the Services, and under no circumstances shall failure to achieve such objectives be deemed a breach of this Agreement by Telstra.
- (e) The service credits applicable for a failure to meet the Service Availability Performance Standard in respect of a TCCS Service shall in no circumstance exceed 35% of the Monthly Charges for that TCCS Service in any calendar month. Any service credits referenced hereunder shall be applied to the Customer's account for the affected Services. No amounts will be refunded or paid directly to the Customer.
- (f) Telstra reserves the right to make changes to the operation and technical definition of the SLA measurements. Customer will be notified of such changes thirty (30) days before becoming effective. Calculations for Performance Standards are effective the first whole calendar month after the Service Start Date.

7 Definitions

Terms used in these Performance Standards without definition shall have the meaning given to them below. In the event that a capitalized term used in this Schedule is not defined in this Schedule, it shall have the meaning set forth in the Agreement Terms.

Customer Call Center Agent shall have the meaning set forth in Section 4.3 of this Service Schedule.

Customer Representative shall have meaning set forth in Section 3.2.

Exclusion Event shall include all events specified in the Agreement Terms, including, without limitation, any fault, lack of Availability or failure, caused or contributed to by the Customer's failure to adhere to Telstra's requirements regarding the number of voice PRI's.

Telstra Business Services Agreement

Confidential

Monthly Service Charge or MRC shall constitute the monthly charge per Customer Call Center Agent calculated by the number of Customer Call Center Agents defined in the service order. The minimum number of Customer Call Center Agents contracted shall be 300.

Telstra Incorporated