

Statement of Supply

Hosted Voice Services

This Statement of Work is subject to the Supplier’s Master Terms and Conditions available here.

This Statement of Work is open for acceptance by the Customer for 21 days from the date of issue of the Statement of Work. This Statement of Work must be signed by the Customer and returned to the Supplier in order to be accepted by the Customer.

Capitalized words that are not defined in this statement of work have the meaning given to them in the Master Terms and Conditions.

1. Unified Communication Services

Hosted Voice over IP (VOIP) services including any associated hardware

2. Support

Support hours (for purposes of services levels): 8:30am – 5pm

3. Pricing and payment

Managed Service	Monthly charges (ex GST)
As outlined in accompanying proposal	
Out of Scope Pricing	\$135/hour – Out of Scope Project Work (Business Hours) \$220/hour – After Hours Project Work and support
Payment	Monthly charges: Monthly in advance Other charges: Monthly in arrears Payment terms 30 days following date of invoice
Price increases	Pricing for services may be increased by the Supplier on six weeks’ notice in writing to the Customer, with no more than one increase in a 12-month period and with any increase to be not more than 7.5%

4. Term

Commencement date:

Date of signing by both parties

Term:

Initial term: Month to Month

Renewal terms: Month to Month

Automatic renewal unless Customer notifies Supplier in writing not less than four weeks prior to expiration of initial term or current renewal term (as applicable).

Subject to early termination under Master Terms and Conditions

5. In this statement of work:

Additional Charge means a charge on a time and materials basis, where all time is charged at our published rates as amended from time to time, and all materials on a passthrough cost basis plus handling and storage cost (if applicable).

Carriage Service has the meaning given in the Telecommunications Act.

Exception Factors means factors described in section 4 of Appendix 1;

Loss means loss, damage, cost, expense or liability (including, without limitation to any third party) of any kind.

Our Network means any telecommunications network, equipment facilities or cabling controlled by us that we use to directly or indirectly supply the Services and includes any Supplier Network.

Service means the service(s) which you have subscribed to

Supplier means a third-party supplier that we use to directly or indirectly supply the Services to you and expressly includes, without limitation, any third party who provides Carriage Services for resale by us to you.

Supplier Network means any telecommunications network, equipment, facilities or cabling of a Supplier.

Telecommunications Act means the Telecommunications Act 1997 (Cth), as amended or replaced and includes regulations and statutory instruments made under those acts from time to time.

Telecommunications Legislation means the Telecommunications Act, the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth), the Telecommunications (Standard Form of Agreement Information) Determination 2003 and all telecommunications related provisions of the Competition and Consumer Act, each as amended or replaced from time to time and includes regulations and statutory instruments made under those acts.

APPENDIX 1

Name of Managed Service

Hosted Voice over IP (VOIP) services

2. Responsibilities

We will provide the Services to you with reasonable care and skill, but we do not guarantee that the Services will be free of interruptions, delays, faults or errors. We are not liable to you or any other third party for any interruption, delays, faults or errors in any Service (in part or in full).

You are responsible for all information and data carried over Our Network as a result of your use of the Service. You agree to not transmit, receive, publish or communicate material which is illegal defamatory, offensive, abusive, indecent, menacing, threatening, harassing or unsolicited.

You are liable for all charges relating to any use of any Services we provide to you by any other person, whether or not you or your customers authorised the particular use of the Services by the other person.

If you vacate any premises and do not either disconnect any Services we provide to you at those premises or transfer legal responsibility for those Services to the new occupant of those Premises with our prior agreement, you will be liable for any use of the Services by the new occupant or other third parties. You must pay us for the use of the Services even after you have vacated the premises if you did not arrange for the Services to be discontinued or did not give us sufficient notice to discontinue the Services before you vacated the premises.

3. Third Party Facilities

You acknowledge and agree that the effective delivery of a Service may be reliant on the provision and operation of one or more third party facilities. We will not be able to provide you with the Service if there is a delay in the provision of, or there is a defect or failure in, one or more third party facilities.

We are not responsible in any way for any Loss you may incur caused by a defect or failure in one or more third party facilities.

4. Exception Factors

We have no obligation to you to rectify any defect or fault in a Service caused or contributed to by:

-  Power issues
-  Electromagnetic interference
-  Scheduled maintenance of Our Network.
-  a Force Majeure Event.

If during the course of providing support to you we discover that a defect or fault is a result of these circumstances we reserve the right to charge you an Additional Charge reflecting reasonable costs incurred, including time and materials, regardless of whether we rectify the relevant defect or fault.

5. Suspension of Services

We may temporarily suspend or restrict any Service without liability during any scheduled maintenance or other works. We reserve the right to suspend or cancel services due to nonpayment of outstanding bills. If we have suspended a Service, prior to us reactivating that Service, you must pay us a reconnection fee of:

- (i) \$10 ex GST in respect of each affected end point where the Service was suspended but not disconnected; and
- (ii) \$25 ex GST in respect of each affected end point where the Service was disconnected.

6. Integrated Public Number Database (IPND)

We are required by law to provide your name, address, service numbers and other public number details to a database known as the Integrated Public Number database (IPND). You must give us the correct end user company name and address at which that Service is to be used. This obligation to provide the correct end user address is a requirement for the duration of your Contract. This obligation applies to all customers, including those customers who request an unlisted number. However, unlisted service information is marked and controlled in the IPND so that it is only used for an approved purpose to those approved data users such as directory information organisations or for the assistance of emergency service organisations or law enforcement agencies. You must contact us if you wish to have any of the information we supply to the IPND altered in any way.

7. Interception

You acknowledge that we (or our Suppliers or any other carrier or another Carriage Service provider who may indirectly provide you with the Services) may be required by law to retain metadata, information and content in relation to your and your customers' use of the Services, intercept and record your and your customers' communications, pass on details of your or your customers' use of the Services, including any retained metadata, information and content in our possession or effective control and we may monitor your or your customers' usage of the Services, including where we are requested or directed to do so by a Regulatory Authority, a law enforcement authority or other authority.

APPENDIX 2 : SUPPORT

Service Requests

Service request logging procedure

Critical requests – call the service desk: 1300 110 393
All other requests – email: support@addictive.com.au

Telephone request hours

8:30am-5PM – After Hours service available at additional cost

Customer obligations

Provide end user details and a brief summary of the request

2. Third party involvement

The Customer acknowledges that the Supplier may need to work with third parties for resolution of an Incident and the Customer agrees to the Supplier doing so, subject to the position on additional charges in section 3 below.

Customer's support agreements with other vendors: The Customer is required to maintain current support agreements with all relevant third parties. Where required to resolve an Incident, the Supplier will liaise with the Customer and either work with or hand over the Incident to the relevant third party

3. Additional charges:

The Supplier will provide an estimate for services provided in relation to Requests for Assistance for approval by the Customer prior to proceeding.

Third party vendors or third party products/services: where the Supplier needs to involve the services of a third party vendor or to purchase a third party product or service for resolution of an Incident, an additional charge may apply. The Supplier will provide an estimate of these additional costs for approval by the Customer before incurring the cost, provided that the Customer will not unreasonably withhold approval.

4. Exclusions

The support available under this Appendix does not include services for any issues in respect of Exception Factors, including any issues that in the Supplier's reasonable opinion are due to an Exception Factor.

The Supplier may, at its sole discretion, agree to provide assistance with resolving issues of the type described in this section 4 and if and when it does so, the Supplier accepts no responsibility for resolving the issue. The Supplier may charge the Customer its standard rates for professional services for undertaking any work of the type described regardless of whether or not the issue is resolved by that work.



Please feel free to contact us if you have any questions or concerns.

 **1300 110 393**

 **info@addictive.com.au**

 **www.addictive.com.au**

