Schedule 7 emPOWER Unified Communications

1 Service Description

1.1 The emPOWER Unified Communications Services comprise a pillar of the emPOWER Services portfolio and are made up of discrete service offerings and products as set out below.

1.2 Customer will need to meet minimum technical requirements to obtain emPOWER Unified Communications Service. Customer acknowledge, that from time to time blueAPACHE may need to impose certain restrictions on Customers use of emPOWER Unified Communications Service. This may include the type of device or handset that is compatible with the emPOWER Unified Communications Service. blueAPACHE will tell Customer about these minimum technical requirements and any applicable restrictions that blueAPACHE may impose at the time Customer apply for Customers emPOWER Unified Communications Service.

1.3 The emPOWER Unified Communications Services are designed to provide Customer with high performance managed communications services. The details of the specific emPOWER Unified Communications Services, the Minimum Service Requirements, Service Period, Minimum Spend, Fees and other details will be set out on the Service Order.

1.4 The emPOWER Unified Communications Services are specified in terms of the capacity and performance of the emPOWER Unified Communications Services being provisioned and not a description of the hardware or carriage service used to provision those emPOWER Unified Communications Services. These metrics will be specified on the Service Order.

1.5 blueAPACHE will supply to Customer with the emPOWER Unified Communications Services specified in the Service Order, initially in the quantities specified in the Service Order and otherwise as specified in writing by Customer from time to time at the Fees specified in the Service Order.

1.6 blueAPACHE will provide to Customer with Support Centre services and services through a platform that is a cloud based unified communications solution including:

(a) the setup, installation, establishment, configuration, training and testing services specified in the Installation Schedule in the Service Order.

(b) the software, functionality, services and other matters specified in the Service Order.

(c) providing the primary server and disaster recovery server and services specified in the Service Order and hosting, maintaining and supporting the Solution Software on those servers.

1.7 blueAPACHE regularly upgrade and update the technology blueAPACHE use to provide the Services (e.g. a more efficient version of the software controlling the virtual PABX has become available or that the software has better features, or that software may become end of life and need to be upgraded to maintain critical vendor support). This means that the emPOWER Unified Communications Services are continually evolving. Some of these changes will occur automatically, while others may require us to schedule and implement the changes. The changes may also mean that Customer need to upgrade Customers Customer Network Equipment in order to make efficient use of the emPOWER Unified Communications Services. blueAPACHE will provide Customer with advance notification in this case.

1.8 blueAPACHE recognise that Customer may have legitimate business reasons for not upgrading to a new version of the emPOWER Unified Communications Services as soon as the version becomes available. However, blueAPACHE will not support old versions indefinitely. When an old version used by Customer is at end-of-life, blueAPACHE may upgrade Customer to a new version.

emPOWER Hosted IPFX

1.9 This component of the emPOWER Unified Communications Services provides Customer with dedicated and virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.10 The emPOWER Hosted IPFX Service includes:

(a) A VOIP PBX for all licensed users and devices;

(b) Presence driven Voicemail;

(c)   Dial In and Dial Out Conferencing.

1.11   Customer may apply for one or more of the following emPOWER Hosted IPFX offerings:

(a)   High Availability;

(b)   Call Recording;

(c)   Contact Centre;

(d)   Collaboration;

(e)   Mobile Phone Integration.

1.12   Customer must comply with the instructions blueAPACHE provide Customer in relation handset compatibility for use with the emPOWER hosted IPFX platform

emPOWER Voice Lite

1.13   This component of the emPOWER Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.14   The emPOWER Voice Lite Services includes:

(a)   A VOIP PBX for all licensed users and devices;

(b)   Voicemail.

1.15   Customer may apply for the following emPOWER Voice Lite offerings:

(a)   Collaboration

1.16   Customer must comply with the instructions blueAPACHE provide Customer in relation handset compatibility for use with the emPOWER Voice Lite.

emPOWER Hosted Skype for Business

1.17   This component of the emPOWER Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service

1.18   The emPOWER Hosted Skype for Business Services includes:

(a)   A VOIP PBX for all licensed users and devices;

(b)   Voicemail;

(c)   Active Directory Synchronisation Service;

(d)   Collaboration.

1.19   Customer may apply for one or more of the following emPOWER Hosted Skype for Business offerings:

(a)   Dial In Conferencing;

(b)   Included local national calls;

(c)   Included Australian mobile calls.

1.20   Customer must comply with the instructions blueAPACHE provide Customer in relation handset compatibility for use with the emPOWER Hosted Skype for Business.

emPOWER Hosted Session Border Controller

1.21 This component of the emPOWER Unified Communications Services provides Customer with dedicated virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.22 The emPOWER Hosted Session Boarder Controller Services includes:

(a) Session Boarder Controller as for Routing codecs between Customers enterprise voice infrastructure instance and the Public Telephone Network.

1.23 Customer may apply for one or more of the following emPOWER Hosted Session Border Controller offerings:

(a) Dial In Conferencing;

(b) Included local national calls;

(c) Included mobile calls.

emPOWER Teams Direct Routing

1.24 This component of the emPOWER Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.25 The emPOWER Teams Direct Routing Service includes:

(a) Session Boarder Controller as A Service for Routing codecs between Customers Microsoft Teams instance and the PSTN phone network.

1.26 Customer may apply for one or more of the following emPOWER Teams Direct Routing offerings:

(a) Dial-in Conferencing;

(b) Included local national calls;

(c) Included Australian mobile calls.

emPOWER Hosted Fax 2 Email

1.27 This component of the emPOWER Unified Communications Services provides Customer with multi-tenanted virtualised infrastructure resources that are located in our managed data centres and delivered as a service.

1.28 The emPOWER Hosted Fax 2 Email Services provides:

(a) A fax to email service linked to an emPOWER Voice Carriage Service single number;

(b) Delivered to a single email, multiple emails or a whole domain.

Managed Physical Handset and Room Devices

1.29 This component of the emPOWER Unified Communications Services provides Customer with dedicated hardware and or software resources that are located on Customers nominated site/s and delivered as a service.

1.30 Customer may select from various based infrastructure options, which will be set out on the Service Order.

1.31 Customer are responsible for sourcing, installing and configuring all end-point security software which Customer wish to install on Customers Managed Physical Handset and Room Devices including antivirus and intrusion prevention software.

Other Customer Responsibilities

1.32 Customer must ensure that, at Customers own cost:

(a) Customer comply with any requirements on the Service Order;

(b)   all our equipment and Customers equipment is located at the sites in such manner and position as is reasonably requested by us to enable us undertake the Services;

(c)   a high-speed Internet connection is available to access the emPOWER Unified Communications;

(d)   all hardware and software is compatible with the emPOWER Unified Communications;

(e)   Customer complies with any Microsoft Licensing client access licenses required to access the Microsoft Skype for Business or Microsoft Teams environments.

1.33   Customer will be given a high degree of control over Customers operating system configuration and management. If Customer configure and manage Customers operating system in such a manner that causes disruption to the emPOWER Unified Communications Services and/or deletion of any data, Customer will be responsible for any loss that blueAPACHE suffer as a result and may need to pay us an additional charge to fix any problems.

1.34   Customer must select emPOWER Voice Carriage Services as Customers preferred telephony provider.

Service Requirements

1.35   blueAPACHE must provide the emPOWER Unified Communications in accordance with the requirements set out in the following   table:

Requirement	Details of Our Obligation
Customer Service Centre	blueAPACHE must provide: (a) Customer service centre support between 7 am to 7pm (AEST) Business Days, and (b) Customer service centre support for Priority One Incidents 24 hours a day #, for every day during the Service Period.
Method of Communication	Our customer service centre must be contactable via: (a) Telephone; (b) Email; (c) Web Portal.
Planned Downtime %	blueAPACHE must ensure that all Planned Downtime is undertaken outside the Customer Operating Hours.
Voice Call Recording	If specified on the Service Order then, for services hosted and supplied by us within our control, blueAPACHE must ensure that voice calls of the users nominated by Customer from time to time are recorded in full and available for access and replay in full by Customer.
Data Accuracy and Storage	For services hosted and supplied by us within our control, blueAPACHE must ensure that all data

	recorded as part of the services is accurately and completely recorded and stored and available for access by Customer at all times, including a 100% data accuracy for all nominated voice recordings and for system setup and call logs.
Call Quality	blueAPACHE must ensure that at all times Customers staff are able to hear and be heard during all telephone calls and that no potential talk time is lost due to poor sound quality.

Unless Customer have purchased BAMS COMPLETE 24*7 P1 support blueAPACHE reserve the right to charge for resolution of Priority 1 incidents outside of Business Hours' support times.

% Planned Downtime means the relevant system is unavailable for a time period due to approved maintenance that is disruptive to system operation and usually cannot be avoided with a currently installed system design. Planned Downtime events might include patches to system software that require a reboot or system configuration changes that only take effect upon a reboot. Our policy is to agree a monthly downtime window with a Customer upon contract initiation during which planned downtime can occur at a time that causes minimal impact to Customer.

2   Exclusions from Scope

2.1   Unless expressly stated on the Service Order, emPOWER Unified Communications Services do not include providing any services relating to:

(a)   Disaster recovery;

(b)   Anti-virus or other protection;

(c)   Security.

3   Service Period, Renewal and Termination

Service Period and Renewal

3.1   The commencement date of the Service Period of the emPOWER Unified Communications Services shall be the date when the Service under a Service Agreement commences which is:

(a)   The earlier of the date that blueAPACHE notifies Customer that the Service is ready for use or the date that Customer first uses the Service, or

(b)   such other date agreed by the Parties.

3.2   The Minimum Service Period of the emPOWER Unified Communications Services shall be 36 months, unless otherwise set out on the Service Order.

3.3   The Minimum Service Period (or any subsequent period of the Service Period) can be extended within the last 6 months of the Service Period for a subsequent Service Period of 36 months, or other such Service Period as agreed between the Parties, by requesting a revised Service Order quotation from blueAPACHE.

3.4   Should the Minimum Service Period elapse without Customer signing a revised Service Order, the emPOWER Unified Communications Services list pricing will apply.

Termination for Convenience

3.5   Customer may terminate the emPOWER Unified Communications Services for convenience by giving us 30 days Written Notice. Early termination will attract an Early Termination Payment calculated using the following formulae:

Early Termination Payment = (A*B) + C,

where;

"A"   is the Minimum Spend;

"B"   is the remaining term of the Minimum Service Period; and

"C"   is any outstanding Fees for work done or planned.

4   Pricing and Fees

Fees

4.1   Customer must pay the following Fees for the emPOWER Unified Communications Services in this Schedule:

(a)   a variable monthly Fee, which can be renegotiated within 6 months of the current Service Period end date, with a view to extending as per Clause 3.3.

(b)   the variable monthly Fee is based on the pricing schedule as specified in the Service Order;

(c)   a Fee for Moves Adds and Changes ("MACs") as per the pricing schedule as specified in the Service Order.

Minimum Spend

4.2   Should the monthly Fee for any emPOWER Unified Communications fall below 50% of the initial charges for that emPOWER Unified Communications service a Minimum Spend equivalent to 50% of the initial Fees for that emPOWER Unified Communications Service shall apply. The following emPOWER Unified Communications Services

Exclusions from Minimum Spend

4.3   emPOWER Unified Communications Services excluded from Minimum Spend

(a)   emPOWER Hosted IPFX

(b)   emPOWER Hosted Session Border Controller

(c)   Managed Physical Handset and Room Devices