

Standard Terms & Conditions

1. OUR AGREEMENT WITH YOU

1.1 (Agreement) These terms and conditions together with the Proposals, the Schedules and Our currently applicable price list, will form the agreement which governs the provision of the Services to You.

1.2 (Defined Terms) In this agreement, unless the context otherwise requires:

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

AVD/8x8 Terms means the 8X8 specific terms and conditions set out in Part A of **Schedule 1**.

Business Day means a day which is not a Saturday, Sunday or public holiday in Sydney, New South Wales.

Charges means all amounts (other than the Fees) payable by for the Services as specified in a Proposal.

Commencing Date means the commencing date of the provision of Services as specified in the first Proposal entered into by You and Us.

CPI means Consumer Price Index

CPE means Customer Premise Equipment and includes:

- (a) PABX;
- (b) Telephone/s or Headset/s;
- (c) router;
- (d) software;
- (e) modem;
- (f) data termination unit; and
- (g) other cable mountings;

Early Termination Fee means the fee calculated as:

$$A \times B = C$$

where:

- A is the monthly Service Fees payable by You under this agreement
- B is the number of months remaining in the then current Initial Term or Further Term (as applicable)
- C is the Early Termination Fee.

Event of Default means an Event of Default as specified in **clause 8.1**.

Fees means the ongoing fixed monthly charges for the Services as specified in a Proposal.

Force Majeure Event means anything outside the reasonable control of a party, including but not limited to, acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, and acts (including laws, regulations, disapprovals or failures to approve) of any government or regulatory body.

Further Term(s) means any further term(s) of this agreement in accordance with **clause 6.2**.

GST means any tax imposed by authority of any GST Law and includes GST within the meaning of a GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means GST law as defined in the GST Act and includes any Act of Parliament of Australia that imposes or deals with GST.

Initial Term means the initial term of this agreement in accordance with **clause 6.1**.

Insolvency Event means the happening of any of the following events:

- (a) a receiver, controller, administrator, liquidator, trustee or other external administrator is appointed in respect of a party;
- (b) an application for winding up is presented or an order is made or any effective resolution is passed for the winding up of a party;
- (c) a party enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors;
- (d) a party is, or states that it is, unable to pay its debts when they fall due;
- (e) any secured creditor to a party enforces its security; and
- (f) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Premises means the premises specified in Your Application;

Privacy Act means *Privacy Act 1988* (Cth).

Proposals means any and all proposals agreed by Us and You for the provision of Services by Us to You.

Services means the services We agree to provide to You in accordance with a Proposal and may include:

- (a) 8x8 Services, in which case the AVD/8X8 Terms will also apply.
- (b) Voice and Video Conferencing Service, in which case the Service specific terms and conditions set out in Part B of Schedule 1 will also apply;
- (c) Local Number Portability, in which case the Service specific terms and conditions set out in Part C of Schedule 1 will also apply; and

Standard Fees and Charges means Our standard Fees and Charges for modifications or enhancements which as at the date of this agreement are as set out in **Schedule 2**.

Term means the Term of this agreement in accordance with **clause 6**.

Termination Date means the date of expiry or termination of this agreement.

We, Our or Us means Arrow Voice and Data wholly owned by Australian Telecommunications Pty Limited ABN 88 099 741 590.

You or Your means the Customer or any person authorised by the Customer.

1.3 (Interpretation) In this agreement, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this document;
- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph or schedule of or annexure to this document;
- (d) a reference to "\$" is to Australian dollars;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (f) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party to a document includes that party's successors and permitted assigns;

- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this document;
- (i) a covenant, agreement, representation or warranty on the part of or in favour of two or more persons binds them or is for the benefit of jointly and severally;
- (j) if an event must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (k) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,
- (l) is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

1.4 (Authority) You agree that We may rely on any notice which We believe to have been sent by You including without limitation an email (without verifying that it was actually sent by You).

2. FEES AND CHARGES FOR THE SERVICES

2.1 (Fees) The Fees and Charges for each of the Services provided to You under this agreement will be as:

- (a) set out in the Sales Proposals;
- (b) otherwise agreed by the parties in writing from time to time; and

2.2 (Other amounts). In addition to the Fees and Charges set out in a Proposal You will be liable for any other amounts payable as set out in these terms and conditions.

2.3 (Variation of Fees and Charges) Fees and Charges will only be varied as specified in a Proposal or as agreed by the parties from time to time in writing.

2.4 (Modifications/Enhancements) You agree that We may charge You for any modifications or enhancements to any service We provide at Our Standard Fees and Charges for such modification or enhancement as at the time of Your request (which as at the date of this agreement are as set out in Schedule 2). You may obtain a copy of Our standard Fees and Charges by contacting 1300 555 330.

3. SERVICE DESCRIPTION

3.1 (Identification of Services)

- (a) The Services provided to You by Us will be as set out in the Proposals.
- (b) You must not re-supply any of the Services to any third party without Our express agreement in writing.

3.2 (Third Party Supplier) You acknowledge and agree that:

- (a) the telecommunication services You have requested to be provided will be provided through a third party Carrier or supplier network that We nominate from time to time;
- (b) We may at any time during the term of this agreement vary the third party Carrier or supplier network (in Our absolute discretion without notifying You); and
- (c) We will use all reasonable efforts to maintain the connection while You comply with this agreement.

4. INVOICING AND PAYMENT

4.1 (Invoicing)

- (a) We will invoice You for all Fees and Charges payable for the Services on a monthly basis and You agree to pay the Fees and Charges within 14 days of the date of the invoice.
- (b) (All amounts to be invoiced within 6 months) Fees or Charges that do not appear on a monthly invoice may appear on future accounts due to processing procedures. However, no Fees or Charges will be invoiced to you more than 6 months after the date on which the applicable Service was provided to You.
- (c) (Other amounts) Our Fees and Charges to You may include amounts payable for connection, initiation, or cancellation of any Services, as specified in a Proposal.

4.2 (Payments)

- (a) All payments due to Us must be made in Australian dollars by direct deposit using a bank account or credit card acceptable to Us.
- (b) Direct Deposit payments will attract additional Non Direct Debit fees.

- (c) All payments made using Credit or Debit cards will be subject to a % surcharge which varies based on the type of card used. To review the current surcharge rates, please refer to our customer information webpage at <https://arrowvoice.com.au/about-us/customer-information>.
- (d) Subject to **clause 5**, You must pay the invoiced amount, without deduction, set-off or counterclaim.

4.3 (GST)

- (a) Except where express provision is made to the contrary all amounts or other consideration payable by any party under a Proposal or otherwise under this agreement represent the value of any taxable supply for which payment is to be made.
- (b) If a party makes a taxable supply in connection with a Proposal or otherwise under this agreement for a consideration which represents its value then the recipient of the taxable supply must also pay at the same time, and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.
- (c) A party's right to payment under this clause is subject to a valid tax invoice being delivered to the recipient.

5. DISPUTED AMOUNTS

5.1 (General) You must notify us of any dispute in relation to a tax invoice within 30 days of the date of the tax invoice. We will endeavour to resolve any such dispute within 7 days.

5.2 (Late Payment Fees) We will not charge You any late payment fee for or interest on any overdue amount where that amount is the subject of a dispute.

5.3 (Deactivation) We may (but are not obliged to), deactivate or cancel all or part of the Services provided to You if any amount which was the subject of a dispute is not paid within 60 days of resolution of that dispute.

6. TERM

6.1 (Initial Term) Unless terminated earlier in accordance with **clause 8**, the Initial Term of this agreement will be 36 months or such longer period as specified in Your Proposals.

6.2 (Extension of Term)

- (a) At the end of the Initial Term (and any Further Term), the term of this agreement will be automatically renewed on a 12 Month basis unless one party advises the other party in writing at least 30 days' prior to the expiry of the then current Term that either:
- (i) it does not want to extend the Term of this agreement for a Further Term; or
 - (ii) it wishes for this agreement to continue on a 12 month renewal cycle.

6.3 (Fees and Charges following expiry of Initial Term) If following the expiry of the Initial Term:

- (a) this agreement by default is extended for a Further Term of 12 months, and will subsequently renew in 12 month periods. The Fees and Charges for all Services to be provided during that Further Term/s will be priced the same as during the Initial Term.
- (b) You terminate this agreement (or any Services) and migrate any voice Services to a new provider, You must pay Us all Fees and Charges for any Services We provide until all Services have (number) ported to an alternative solution or voice platform.

7. TERMINATION

7.1 (Termination) This agreement will terminate on the earlier of:

- (a) 30 days notice prior to the agreement expiry date; or
- (b) the date on which a party terminates this agreement pursuant to **clause 7.2**.

7.2 (Right to Terminate)

- (a) Either party may terminate this agreement upon no less than 30 days written notice to the other party in the event that another party commits an Event of Default.
- (b) If You have opened an account with Arrow as a result of an unsolicited sales approach by Us to You, a cooling off period may apply to the agreement and you may terminate the agreement by giving Arrow written notice during the cooling off period by using the following methods:

- (i) posting the notice to PO Box 5145, NSW 2001
- (ii) faxing the notice to 1300 666 079
- (iii) emailing the notice to info@arrowvoice.com.au

- (c) You may terminate this agreement at any time during the Initial Term (or any Further Term) without cause upon 3 month's prior written notice to us. In that event, You must pay to Us the Early Termination Fee.

8. END OF THE TERM

8.1 (Event Of Default) A party commits an Event of Default under this agreement if:

- (a) In your case, You fail to pay any amount payable by You to Us under this agreement or any other agreement You have entered into with Us, on the due date and You do not remedy Your failure within 10 Business Days of the date that We notify You of Your failure;
- (b) that party fails to perform any obligation under this agreement or any other agreement that You have entered into with Us (other than your obligation to pay us any amount payable under this agreement as referred to at **clause 8.1(a)** above), and does not remedy that failure within 10 Business Days of being given written notice to do so;
- (c) an Insolvency Event occurs in respect of a party; or
- (d) unless You are a publicly listed company, there is a change in the ownership or control of Your business, by involving either change of director/s or business owners.
- (e) in Our case, We:
 - (i) commit a data breach which is an "eligible data breach" under the Privacy Act; or
 - (ii) commit any fault under the 8x8 Service Level Agreement (as defined in **Part A of Schedule 1**) which provide You with a right of termination of this agreement..

8.2 (Consequences of Termination) Termination of this agreement will not relieve or discharge the parties from any liabilities or obligations incurred prior to termination.

8.3 (Rights of parties after an Event of Default or termination of this agreement) If an Event of Default occurs in respect of:

- (a) You, We may (but are not obliged to) immediately without notice to You and without releasing You from any accrued obligations do one or more of the following:
 - (i) terminate this agreement;
 - (ii) declare that any Fees and Charges are due and payable by You;
 - (iii) remedy (though We are not obliged to) any default that You commit under this agreement (at Your cost); and
 - (iv) We may request that a new Proposal (at Your cost and a new agreement is signed if there is a change of control (as referred to in **clause 8.1(d)**).
- (b) Us, and You terminate this agreement, You must:
 - (i) pay any Fees and Charges payable up to and including the date of termination; and
 - (ii) return any CPE in your possession as at the date of termination to us.

9. SUSPENSION AND CANCELLATION OF SERVICES

9.1 (Restriction and suspension) Without limitation to our rights pursuant to **clause 8.3**, We may restrict or suspend the Services or any of them at any time upon written notice to You if any of following occur:

- (a) We (acting reasonably) are not satisfied with Our credit assessment of You and you do not take steps to rectify any concern arising from that credit assessment within 10 Business Days of Our giving You notice to do so;
- (b) You commit an Event of Default;
- (c) We are unable, for any reason including the default of one of Your third party carriers or suppliers, to provide the whole or part of a Service; or

- (d) If Your account or you present an unacceptably high credit risk to Us, Your account has greatly surpassed the preceding monthly invoiced amounts or You, the Service or account appears fraudulent (as We are entitled to do as set out in the Communications Alliance Ltd, Telecommunications Consumer Protections Code C628:2007 (section 7.4.8)).

9.2 (Your obligations continue) If We restrict or suspend any Services provided to You, You will remain liable for all money due to Us under this agreement, during the period of such restriction or suspension.

9.3 (What happens on termination) If this agreement is cancelled by You, or terminated by either party:

- (a) As a result of a breach of this agreement by You, You must pay to Us all reasonable costs and expenses incurred by Us in relation to the agreement being cancelled or terminated (including but not limited to legal costs, administrations costs and any costs incurred by Us to a third party).
- (b) If you do not pay the account by the due date we reserve the right to place the outstanding amount due in the hands of a Registered Collection Agency for debt recovery. At this time they will assume the responsibility for collection of the outstanding amount and such amount owing will be liable to a 25% surcharge or actual legal costs to cover recovery charges.
- (c) Where We are providing **Fixed term services**, if You cancel or terminate the Services before the expiry of the agreed contract term due to no fault of Ours or Your Services are terminated by Us due to non-compliance of these Terms & Conditions before the expiry of the agreed contract term, You must pay Us the Early Termination Fee.
- (d) Fees and Charges will remain payable in respect of all cancelled Services for 30 days after the date on which We receive notice of Your cancellation, except where such Services are terminated by You due to a breach of this agreement by Us.

9.4 You acknowledge that the Fees and charges payable pursuant to **clause 9.3** above are fair

and reasonable having regard to the Services provided by Us pursuant to this agreement.

10. TRANSFERS TO US

10.1 (Change arrangements with Supplier) In providing the Services to You, We may need to change Your arrangements with Your current supplier. If We need to change those arrangements, You agree that We may do so in accordance with the provisions of this clause.

10.2 (Authority to sign on Your behalf) Where You have authorised Us to do so in writing, We will sign on Your behalf and in Your name, forms of authority to Your current supplier of telecommunications services to transfer the Services into Our name.

10.3 (Arrow Online Application)

(a) You agree that for Us to provide Services to You through Our online application (**ARROW**) You or Your nominee will constitute agreement by both Yourself and Your nominee to Our terms and conditions.

(b) You and Your nominee agree to use ARROW solely as provided by these terms and conditions. You should ensure that both You and Your nominee have read and understood these terms and conditions.

11. TRANSFERS FROM US/RELOCATION

11.1 (Obligation for Services Transferred) If You transfer Your Services from Us to another service provider, You remain responsible to Us for the payment of all fees and charges payable by You for the Services, up to and including the date the transfer is confirmed as completed by Your new service provider including any Early Termination Fees/Local Number portability fees.

11.2 (Our obligation ceases) Our obligation to provide the Services to You ceases when the transfer away from Us is completed in its entirety, including call types (such as calls to mobiles and long distance) that may be transferred away from Us on dates that are different to the transfer away of the line rental dates.

11.3 (Invoice for Services after transfer request)

(a) We will bill You for any remaining Fees and Charges for Services that You have transferred to another supplier in the next billing period (including any line rental credits that may be applicable).

(b) This bill and all prior bills to this are to be paid by the due date.

11.4 (Minimum Length) If Your Services are under agreement and You relocate Your premises with Us the minimum length of Your agreement will not restart, it will continue within its original term of agreement.

11.5 (Vacating premises) If You vacate the premises where Services are connected to Us without cancelling the Services, transfer the Services away to another service provider or relocate the Services to new premises with Us, We will continue to bill You for these Services and You remain liable to pay them until such time as You authorise Us to cancel or relocate the Services to new premises. You must promptly notify Us in writing of any cancellation or transfer of the Services We provide.

11.6 (Suspension of Services when not notified of relocation) If We are notified that You have vacated the premises without transferring Your Services to a new provider or without giving Us notice that You intend to do so, We are entitled to suspend Your Services without notice to avoid other occupants using the Services. You are liable for any charges used by other occupants until the Services have been suspended.

12. AMENDMENTS TO THE TERMS & CONDITIONS

12.1 (Notice of changes) These terms and conditions may only be varied with the written agreement of both You and Us.

12.2 We may also notify You of any changes either by bill message, direct mail or e-mail within the period allowed by law.

13. COMMUNICATIONS & CONTENT

13.1 (Your obligation) You are responsible for the content of the messages You communicate when using Our Services and for the consequences of those messages.

13.2 (Legal use) You must not use Our Services to engage in activities that are illegal, obscene, threatening, defamatory, invade privacy, infringe intellectual property rights, or otherwise injure third parties or are objectionable.

13.3 (False Identity) You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead others or Us as to Your identity.

13.4 (Our Right to Suspend) We reserve the right to suspend or terminate any Service without notice in the event of a breach of this clause and in such cases You will be responsible for any costs associated with suspension or termination of the service.

14. NETWORK SECURITY

14.1 (Your obligation) You agree to:

- (a) accept responsibility and liability for the security of and or access to Your networks and related systems;
- (b) take reasonable and appropriate precautions to prevent any violations of Your network and or related systems security; and
- (c) ensure that adequate security in the form of virus protection or firewalls exist to protect Your electronic data or the electronic data of Your business against unauthorised or unwarranted intrusion.

14.2 (Exclusion of liability) We do not take responsibility for or are liable in any way for any violations of Your network and or related systems security, however caused.

15. PRIVACY

15.1 (Privacy Act Compliance) We comply with the Privacy Act. Our privacy policy sets out the way in which We collect, use and disclose information about You.

15.2 (Copy of Privacy Policy) For a full copy of Our privacy policy please visit Our website at www.arrowvoice.com.au and click on the privacy link.

15.3 (Use of Personal information)

- (a) You acknowledge and agree that if You default under this agreement, We may use or disclose any of Your personal information collected & recorded to third parties to assist Us in the process of recovering any money You owe Us.
- (b) For the purposes of clause **15.3(a)**, **Personal information** includes personal identifying details such as Your name, address, date of birth, employers, driver's license details and status of any of Your accounts or related bodies corporate, Your credit history, and information about Your creditworthiness or capacity.
- (c) You authorise and consent to Us and Our third party carriers or suppliers exchanging Your personal information (including all records, and in particular exchange line details, telephone

accounts information, call charge records and call event records) for and in connection with the provision of the Services or any other services to You from time to time.

15.4 Data Ownership

- (a) We acknowledge that all data held, transacted, input or extracted from any system owned by you (e.g. email or recorded calls) is solely owned by You and must not, at any time, be copied, distributed or in any way delineated by Us except to ensure the delivery of the Services under this agreement.
- (b) We acknowledge that the release of any such data could cause irreparable commercial damage to You and/or Your operations.
- (c) We will notify You within 24 x hours of us becoming aware of any data breach related to Your data, regardless of if the breached data was encrypted or not.
- (d) All of Your data will be protected through encryption. Data is encrypted in motion and at rest..
- (e) All of Your data will be backed up daily and may be recovered in the event of loss with an RPO of 2 hour. This includes amongst other things; the configuration of the call centre, emails, call recordings and chat.

16. CREDIT CHECK

16.1 (Provision of information) You agree to promptly supply Us with all the necessary information in order for Us to conduct a check of Your credit worthiness and credit rating.

16.2 (Authority and permission to obtain report) If We consider it relevant to assessing Your Application for Services, You agree to Us:

- (a) obtaining from a credit-reporting agency a credit report containing personal information about You (which may include any information regarding Your commercial or consumer credit worthiness, credit history or credit capacity that credit providers and or credit reporting agencies are allowed to give or receive under the *Privacy Act*); and
- (b) making independent enquiries of third parties concerning Your financial standing and for this purpose, authorise and permit third parties to supply such

information regardless of any confidentiality or privilege which applies to the information sought.

16.3 (Provision of Information) You agree that We may give to any credit provider & or credit-reporting agency any information contained in the Application.

17. EXCLUSION OF LIABILITY

17.1 (Specific Warranties Excluded) Without limiting **clause 17.2**, We make no express or implied warranty in relation to (i) the fitness of the Service for any particular purpose; (ii) the merchantability of any Equipment; or (iii) the description, state, or quality or condition of the Service. You acknowledge that you have relied upon your own inquiries in this regard before requesting that we supply you with the Service.

17.2 (Limitation of Liability)

- (a) To the full extent permitted by law, You agree that if You suffer a loss (including economic loss), damage, cost, expense or claim howsoever arising from:
 - (i) the use of the Services;
 - (ii) an act or omission of the third party carrier or supplier or any of their servants, officers, agents, contractors or subcontractors; or
 - (iii) the failure of, or fault or defect, in any contractors or subcontractors or the failure of, or fault or defect, in any telecommunications service, network, facilities, equipment or service, used by Us in supplying telecommunications services; or
 - (iv) Our failure to continue to provide the Services to You for any reason beyond Our control.

Our liability to You is limited to the resupply of the Services.

- (b) We are not liable under any circumstances for any direct, indirect, economic, special or consequential loss or damage of any nature that You may suffer from the use of the Services.

17.3 (Australian Consumer Law) We accept liability to You in respect of any rights conferred on You by the Australian Consumer Law and similar legislation where not to do so would be illegal, or would make any part of this clause void or unenforceable.

17.4 (Exclusions) Except as required by law, We exclude all conditions and warranties implied into the agreement and limit Our liability for any non-excludable conditions and warranties, where permitted by law to do so, at Our option, to:

- (a) in the case of Services: (i) the supply of the Services again or (ii) the payment of the cost of having the Services supplied again; and
- (b) in the case of goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of the goods; or (iii) the payment of the cost of replacing the goods or acquiring equivalent goods.

17.5 (Network Outages) In the event that a Network Outage is not restored within the relevant period as specified in the 8x8 Support Agreement, reimbursement will not exceed the daily Charge for that Service divided by the number of days the Service was unavailable.

18. INDEMNITY

18.1 (Your Indemnity) You agree to indemnify Us and any third party carrier or supplier and keep Us and any third party carrier or supplier indemnified from and against liability and all loss and damages caused directly or indirectly by any breach of this agreement by You or any claim or action arising directly or indirectly out of any negligence or wilful act or omission of Yours or any of Your servants, offices, agents, contractors or subcontractors.

18.2 (Our Indemnity) We agree to indemnify You and keep You indemnified from and against liability and all loss and damages caused directly or indirectly by any breach of this agreement by Us or any claim or action arising directly or indirectly out of any negligence or wilful act or omission of Ours or any of Our servants, offices, agents, contractors or subcontractors.

18.3 (Survival of Indemnity) To the extent permitted by law, the indemnities given under this **clause 18** shall survive the termination of this agreement.

18.4 (Benefit of Indemnity) You agree that We hold the benefit of the indemnity provided by You at **clause 18.1** for ourselves and for the benefit of the third party carrier or supplier.

19. ACKNOWLEDGEMENTS

You acknowledge that:

- (a) You have not relied on Our skill or judgment in deciding to enter into this

agreement but on Your own skill and judgement;

- (b) We may assign any of its rights under this agreement or in connection with the Equipment without Your consent and any amounts payable by You to such assignee must continue to be paid without set-off, counterclaim or deduction;
- (c) We may (but We not obliged to) do anything which should have been done by You under this agreement but which We consider You have not done or have not done properly; and
- (d) We do not guarantee continuous fault free provision of the Service.

20. CONFIDENTIALITY

You must keep confidential all information supplied to You by the carrier or Us.

21. GENERAL PROVISIONS

- 21.1 (Notices)** All billings, payments and written notices from either party to the other must be given to:
 - (a) that party's registered office; or
 - (b) to the address shown in the most recent Proposal entered into between You and Us, or to such other address as may be designated in writing by either party to the other from time to time.
- 21.2 (Binding)** This agreement is binding upon the parties, their successors and assigns and will be governed by the laws of New South Wales. If You take possession of or retain any Equipment after the provision of this agreement, then this agreement is valid and binding on You whether or not You have signed it.
- 21.3 (Costs)** You must pay Our costs and legal fees for any action brought to enforce any of the provisions of this agreement or any right granted to Us under this agreement.
- 21.4 (Waiver of rights)** No failure to exercise nor delay in exercising any right, power or remedy by Us operate as a waiver.
- 21.5 (Cumulative rights)** Our rights under this agreement are in addition to, and do not exclude, any right at common law, equity or any other agreement between You and Us.
- 21.6 (Variation of terms and conditions)** Except as otherwise specified in this agreement, this agreement may only be amended by the parties in writing.
- 21.7 (Taxes)** You are responsible for the payment of all taxes and levies, duties or charges which

might arise under or in connection with this agreement (including, if any, stamp duty payable in respect of the execution, delivery and performance of this agreement) but excluding taxes on Our income.

- 21.8 (Further Assurances)** Each of You and Us will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this agreement.

- 21.9 (Assignment)** You may not assign or otherwise deal with Your rights under this agreement without out prior written consent.

21.10 (Force Majeure)

- (a) If a Force Majeure Event occurs:
 - (i) the party affected by the Force Majeure Event must give the other party notice of the event and the extent to which it will be delayed or unable to comply with its obligations under this agreement;
 - (ii) neither party will be liable for any delay or failure to perform its obligations under this agreement; and
 - (iii) the performance of a party's obligations under this agreement shall be suspended,

if and to the extent that delay or failure is caused (directly or indirectly) due to the Force Majeure Event provided that the non-performing party is without fault in causing that delay or failure.

- (b) For the avoidance of doubt, We will not charge You for any Services unable to be provided as a result of a Force Majeure Event.

21.11

- 21.12 (Entire Agreement)** This agreement contains Your and Our entire understanding to the exclusion of any and all prior or collateral agreement of understanding relating to the Services provided whether oral or written.

- 21.13 (Invalidity)** If any part of this agreement is found to be invalid or of no force or effect this agreement shall be construed as though such part had not been inserted and the remainder of this agreement will retain its full force and effect.

- 21.14 (Inconsistency)** To the extent that any term or condition in this agreement conflicts with any other term or condition, the term or condition will have the following order of priority:

- (a) the Proposal;

- (b) the part of Schedule 1 relevant to the particular Service;
- (c) these standard terms and conditions; and
- (d) Your Application.

SCHEDULE 1 – SPECIFIC TERMS AND CONDITIONS

Part A AVD/8x8 Service Terms

The following terms and conditions apply in relation to 8x8 support Services to be provided by Us to You:

1. (Definitions) In this Part A,

8x8 means 8x8, Inc, a company registered in the State of Delaware in the United State of America.

8x8 Minimum Contract Term means the period of months nominated and accepted in your proposal, commencing on the date specified in the SOW or Project Plan.

8x8 VCC Project means Our implementation of 8x8 Services in accordance with the SOW.

8x8 UC Project Rollout Period means the period during which we will roll out the 8x8 Project for You in accordance with the SOW or Project Plan.

8x8 Service Level Agreement means Our Service Level Agreement with You in relation to the 8x8 Services.

8x8 Services means such hosted IP voice Services which we will cause to be provided to You by 8x8 as specified in the SOW.

CCaaS or VCC means Contact Centre as a Service.

Sites means the sites at which we will rollout the 8x8 Project as specified in the SOW and **Site** means any one of them.

SOW means the Statement of Work by which we agree to carry out the 8x8 Project for you.

UCaaS or UC Work means Unified Communications as a Service.

Terms defined in the SOW or a Proposal will have the same meaning in this Part A.

2. **(Minimum Committed Services)** You acknowledge that it is a condition of our agreeing to provide the 8x8 Services that for the entirety of the 8x8 Minimum Contract Term, you will at all times have at least the quantity of services subscribed in the initial proposal. Additional licenses subscribed to after initial rollout will be coterminous to your Minimum Contract Term

3. (8x8 Project Roll-out)

- (a) We will roll-out the 8x8 Project over the 8x8 Project Rollout Period.

- (b) The 8x8 Project will be rolled out Site by Site in the order specified in the SOW or Project Plan.
- (c) During the 8x8 UC and/or VCC Rollout period, we will commence billing for 8x8 Services within 3 weeks from the initial project kick off meeting, unless there is a delay from Arrow or 8x8, or from the date users are subscribed for use of the system, whichever comes first.
- (d) During 8x8 VCC Rollout period we will commence billing for 8x8 services within 6 weeks of the project kick off meeting, unless there is a delay from Arrow or 8x8, or from the date users are subscribed for use of the system, whichever comes first.
- (e) During the 8x8 UC Rollout period, We will commence Billing 8x8 Services on the date we make them available for use by You. This may be prior, or subsequently after you Port your Phone numbers on to the 8x8 system.

4. **(One-off charges)** We will invoice you for any agreed amounts in relation to the 8x8 Project Rollout in accordance with the SOW (VCC) or Project Plan (UC). Any such amounts will be payable by the date specified in the SOW.

5. **(Call usage charges)** You acknowledge that call usage charges apply, for calls outside of X-series call inclusions usage for VCC and VO basic users at the rates specified in the 8x8 X-Series Quote which will be provided to You by Us prior to completing the sale.

6. (Licence fees)

- (a) You will be invoiced for:
 - (i) all monthly recurring license Fees monthly in advance; and
 - (ii) call usage in arrears as per industry standard.

- (b) Unless otherwise specified in the SOW or agreed by You and Us in writing, the Fees and Charges payable for the 8x8 Services will remain the same for the entirety of the 8x8 Minimum Contract Term.
- 7. **(Greetings)** Any professional greetings, recorded messages or Auto Attendant greetings can be provided by Us. Additional Costs apply.
- 8. **(Number porting)** Number porting may not be available for certain international country locations, where porting is not available new numbers will be supplied.
- 9. **(UC and VCC Call recordings)** UC/VCC Call recordings will be stored for the duration included within the X-Series licenses. Additional Hot or Cold storage options are available, additional costs will apply as stated in your proposal
- 10. 8x8 users accept the conditions set by 8x8's User terms and conditions, located here: <https://www.8x8.com/order-terms/vo-vcc-service-terms>

Part B - Voice and Video Conferencing Service

The following terms and conditions apply to the provision of Voice and Video Conferencing Services:

- 1. Conditions of Voice & Video Conferencing Service**
 - 1.1 (Confidentiality of Account)** You are responsible for maintaining the confidentiality of Your owner number and any personal identification numbers and passwords and for restricting access to Your account.
 - 1.2 (Your liability)** You agree to accept responsibility and liability for all uses and activities that occur under Your Account whether lawful or unlawful and whether or not actually or expressly authorised by You.
 - 1.3 (Termination or suspension of Account)** We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at Our sole discretion.

Part C Local Number Portability

The following terms and conditions apply in relation to local number portability:

1. **(Local Number Portability)** Local Number Portability (**LNP**) refers to the transfer of a standard telephone service number (for example, a Business Line service or an ISDN 10) between service providers and includes transfers between Telstra and its service providers and between Telstra and other carriers.
2. **(Time)** LNP to, or from, Us takes between 30 and 120 working days.
3. **(Pricing)** Whilst waiting for Your service to port to Us We will charge You at Our Telstra Network prices until the port is completed.
4. **(Further Information)** For further information on the Porting process please refer to the relevant LNP CODE.

SCHEDULE 2 – STANDARD FEES AND CHARGES – MODIFICATIONS AND ENHANCEMENTS

In this Schedule 2:

After Hours means any time outside the Business Hours.

Business Hours means between 9am and 5pm Monday to Friday (other than public holidays).

EMERGENCY MAINTENANCE CALLOUT FEES (AFTER HOURS)		
Service	Call-out charge (GST exclusive)	Hourly rate (GST exclusive)
Urgent Callout	\$350 (not including 1st hour)	\$150 per hour
Standard Service Weekend	\$350 (not including 1st hour)	\$150 per hour
Urgent Weekend Callout	\$450 (not including 1st hour)	\$190 per hour
Remote work – After Hours	\$350 (Includes 1 st hour)	\$150 per hour

ADD, MOVES AND CHANGES (BUSINESS HOURS)		
Service	Call-out charge (GST exclusive)	Hourly rate (GST exclusive)
Standard Business Hours Callout	\$250 (including 1st hour)	\$150 per hour
Standard Service Weekend	\$350 (not including 1st hour)	\$150 per hour
Urgent Callout	\$350 (not including 1st hour)	\$150 per hour
Urgent Weekend Callout	\$450 (not including 1st hour)	\$190 per hour
Remote work – Business Hours	\$150 (includes 1 st hour)	\$80 per half hour

SCHEDULE 2 – VCC Project and Modification Fees – V2_24012024

VCC Pro Services Fees	5 – 15 VCC Users	16 – 50 VCC Users	51 – 100 VCC Users
X6 Project Management Fees	\$1,500	\$2,500	\$4,500
X7 Project Management Fees	\$1,950	\$3,250	\$5,850
Per USER Configuration Fee	\$50	\$40	\$25
Per QUEUE Configuration Fee	\$450	\$450	\$450

Project Team - Professional Services Configuration Fees

Configuration Types – Call Flow redesign / New Call flow Setup / Existing Call flow Modifications (Call flow = Queues)

Charged based on – SOW – Includes Design, configuration, Testing, Documentation

Service Desk - Modification Fees -

Mod Types: Reassigning Licenses / Scheduling Updates / System Permission Updates / Reporting Assistance

Charged at \$150 ex GST P/hour,billed in 30 Minute increments.

Initial Project Inclusions

Pre-Sales Statement of Work Documented – Signed by client

Assigned AVD Project Manager

Assigned AVD Project Engineer

Support for UAT testing

Remote Go-Live Support

14 Day post Deployment Project Engineering Support

8x8 Pro Services – Block of Hours

POA

POA

POA