

SmartPATH Managed Teams Calling Service Schedule

LAST UPDATED 01 August 2023

- PARTIES**
1. The Missing Link Network Integration Pty Ltd ABN 56 101 690 635 (**The Missing Link / We / Our**); and
 2. The Client specified in the Master Services Agreement referred to below (**Customer / Client / You / Your**)

This SmartPATH™ Managed Teams Calling Service Schedule (**this Schedule**) is part of the agreement between the parties in relation to the services of The Missing Link described below (**this Agreement**).

This Agreement comprises the provisions of: (a) the Master Services Agreement (MSA) signed by the parties; (b) this Schedule; and (c) the quotation, issued by The Missing Link to and accepted by the Client, which refers to services in and incorporates the provisions of this Schedule (**the Quotation**).

Terms defined in the Master Services Agreement will have the same meanings in this Schedule and the Quotation unless the context requires otherwise.

1 Definitions

Acceptable Use Policy means the Acceptable Usage Policy which can be viewed at <https://www.themissinglink.com.au/acceptable-usage-policy> as amended by The Missing Link from time to time.

ACMA means the Australian Communications and Media Authority.

Barring or **Bar** means restricting the supply of:

- a) all Services; or
- b) (where possible) one or more Services so that you are unable to acquire those restricted Services.

Business Hours means 9am to 5pm on a day that is not a Saturday, a Sunday or a public holiday or bank holiday in Sydney, New South Wales.

Call Plan means the call plan selected by the Customer as set out in the Quotation or as subsequently agreed by The Missing Link.

CPE means Supplied Equipment purchased outright from The Missing Link or rented from The Missing Link or its suppliers which is located at the Customer's premises.

Customer Premises means locations at which The Missing Link provides the Services, where The Missing Link or its suppliers needs to have access in order to supply the Services, or locations for the delivery and installation of the Supplied Equipment or The Missing Link or its suppliers Equipment as specified in the Quotation.

End User(s) means any person or entity that uses the Services provided to you under this Agreement, whether or not authorised by you to do so.

End-User Management Support means support for incidents or service requests relating to end-users. This includes resolving incidents relating to desktops and laptops.

Fair Use Policy means the policy which can be viewed at <https://www.themissinglink.com.au/fair-use-policy> as amended by The Missing Link from time to time.

Incident means any issue that affects the normal operation of the Service.

Incident Management means a defined process for logging, recording and resolving incidents. The aim is to restore the Service as quickly as possible. This excludes incidents relating to the users, data or infrastructure not managed by The Missing Link.

Infrastructure Management Support means the support for incidents or service requests relating to Your infrastructure. This includes resolving incidents relating to servers and storage devices.

Installation Charges means the one off charges for installation and configuration of the Service as detailed in this Service Schedule and/or the Quotation.

IPND means the Integrated Public Number Database.

Major Changes means any risky or high impact changes that are beyond maintenance of the Service at its optimum levels (e.g. major version upgrades).

Minor Changes means undocumented low risk or low impact changes carried out to maintain the Service or for the purposes of user administration.

Monthly Incident Report means a report will be provided by The Missing Link to a user that You nominate that will contain a summary of all the incidents logged over the calendar month.

National Numbering Plan means the framework for the numbering and carriage services maintained by the ACMA in Australia.

Onsite End-User Support means the onsite resolution of problems or incidents by The Missing Link.

Problem Management means a defined process used by The Missing Link for logging, recording and resolving problems. The aim is to detect the underlying cause of the incident to prevent it from reoccurring. This excludes problems relating to users, devices and services not managed by The Missing Link.

Purchased Equipment means the equipment specified in your Quotation as being purchased equipment.

Remote Teams Calling Support means The Missing link will register and classify received incidents related to Teams Calling and promptly endeavour to resolve the incident. If necessary, they will request external support, e.g. from software or hardware manufacturers. The aim is to restore a failed IT service as quickly as possible.

As detailed in section 19, the customer is required to complete level 1 triage, support and troubleshooting before logging an incident with The Missing Link.

If no solution can be found, Remote Teams Calling Support passes on the incident to Remote End-User Management Support, Infrastructure Management Support, SaaS Management Support or Onsite End-User Support. If the Client does not obtain one of these services from The Missing Link, then all time will be billable at our Time and Materials rate. Note: an incident not able to be resolved remotely or if the incident impacts more than one user, it is outside of scope of Remote Teams Calling Support.

Remote Teams Calling Support also processes service requests and keeps Supported End-Users informed about their incidents' status at agreed intervals.

RFC3264 means a paper entitled "An Offer/Answer Model with Session Description Protocol (SDP), JUNE 2002" by J. Rosenberg and H. Schulzrinne.

SaaS Management Support means the support for incidents or service requests relating to Software-as-a-Service (**SaaS**) products, excluding Teams Calling.

Scheduled Maintenance means the planned periods when The Missing Link or its suppliers perform maintenance activities e.g. upgrades, alterations or repairs to a Service resulting in those Services becoming unavailable or impaired due to such activity.

Self-service Portal refers to The Missing Link's client web portal where users that you nominate will have access to log, update and track incidents and service requests.

Services means the supply of voice termination minutes and geographic numbers.

Service Delivery Management means The Missing Link will manage the performance of the services within the scope of this Agreement. It includes regular meetings, providing recommendations for optimising your environment and providing escalation assistance.

SIP means Session initiation Protocol.

Spend Limit means a limit on the amount you may spend on a service determined in accordance with clause 12.

Standard Changes means documented low risk or low impact changes carried out by The Missing Link to maintain the Service or for the purposes of user administration.

Standard Terms and Conditions means the MSA between The Missing Link and the Customer governing the general terms and conditions of the Services provided under this Service Schedule and any related Quotation.

Supported End-Users refers to the users that are covered by this Agreement as nominated by the Client. The list of these users will vary from time to time and will be provided on request.

Supported Products and Technologies means the list of supported products found [here](#). This list is updated from time to time as products go end of life or support by vendors is no longer available.

The Missing Link Equipment means any equipment owned or used by us or our suppliers in the provision of Services to which you have access, but excluding Purchased Equipment.

Telecommunications Act means the Telecommunications Act 1997 (Cth).

Toll Fraud means the unauthorised use of the Service via hacking or other illegal means.

2 Initial Term

The contract term specified in the Quotation.

3 Client Contact

The client contact specified in the Quotation.

4 Client Facilities / Premises

The client address specified in the Quotation or additional addresses as agreed in writing.

5 General

- 5.1 This Service Schedule is for the supply of Services. It will apply to the first and any subsequent Quotation for Services executed by the Customer and The Missing Link.
- 5.2 The Missing Link will provide the Services to the Customer on the terms of the Standard Terms and Conditions, this Service Schedule and any related Quotations, all of which are binding on the Customer. The Customer must use the Services (and, where applicable, will ensure that its End Users use the Services) in accordance with the terms of the Standard Terms and Conditions, this Service Schedule, any applicable Quotations, any third party end user agreements and all applicable laws.
- 5.3 The Missing Link or its suppliers may vary the Service if reasonably required for technical, operational and commercial reasons provided such variation does not have a material adverse effect on the Customer.

6 Provision of Service

- 6.1 The delivery of the Service will be SIP as per RFC3264 via an IP service providing voice and transparent dual tone multifrequency signalling.
- 6.2 A Service delivered as VoIP requires a logical voice access port (VAP). The VAP includes the capability to make a specific number of concurrent calls. A VAP service order needs to be completed for all SIP customers.
- 6.3 The Service is delivered by default as bi-directional.
- 6.4 The Service is supplied as a single Trunk Routing Group per Point of Interconnect (POI) unless otherwise specified in the Quotation.
- 6.5 The Service can be configured with the following CODECs (more CODECs may be supported in future. All CODECs are passed on as received in The Missing Link or its suppliers core to be G711 a-law for termination):
- G.711 a-law
 - G.711 u-law
- 6.6 The Service will allow CODEC selection to be performed on a per call basis, with CODEC selection performed during call setup (as per RFC3265 – SDP Offer/Answer).
- 6.7 The Missing Link or its suppliers will build a gateway to the Client's Tenant to allow for direct routing.
- 6.8 The Missing Link or its suppliers will set up the initial Dial Plan in accordance with the Quotation.
- 6.9 The Missing Link or its suppliers will allocate and route DIDs to the Tenant in accordance with the Quotation.
- 6.10 The Missing Link or its suppliers will set up the initial batch of users in accordance with the Quotation.
- 6.11 The Missing Link or its suppliers will set up the initial planned and agree Call Flow in accordance with the Quotation.
- 6.12 The Missing Link or its suppliers will provide any training required as agreed in accordance with the Quotation.
- 6.13 The Customer will be permitted to pass its valid originating number where that number is a valid Local Service Number (as defined by the ACMA) or is presented in the E.164 format and where that service is completely within the administrative domain of the Customer.
- 6.14 Support Deliverables

6.14.1 Common Service Features

| Deliverable | Teams Calling |
|---|---------------|
| 8:30am – 6:00pm AEST Monday to Friday support hours | Included |
| Self-Service Portal | Included |
| Monthly Incident Report | Included |
| Service Delivery Management | Not Included |

6.14.2 Support

| Deliverable | Teams Calling |
|---|---------------|
| Remote Teams Calling Support | Included |
| Incident Management | Included |
| Standard and minor changes on Supported End-Users | Included |
| Problem Management | Included |

| Deliverable | Teams Calling |
|---|---------------|
| Onsite End-User Support | Not Included |
| Major Changes | Not Included |

7 Exclusions

The Missing Link is not required to supply any of the following services under this Schedule:

- 7.1 Management or resolution of issues relating to inadequate or out-of-warranty infrastructure
The Missing Link will charge on a time & materials basis for work that is carried out on infrastructure that The Missing Link reasonably considers is inadequate for The Client's requirements, out-of-warranty or where support is no longer being provided by the manufacturer. The Missing Link will give The Client notification of such charges prior to carrying out such work.
- 7.2 End-User Management Support
- 7.3 Infrastructure Management Support
- 7.4 SaaS Management Support
- 7.5 Onsite End-User Support

8 Use of Services

- 8.1 You must not use the Service:
 - 8.1.1 for any unlawful purpose (including to send any electronic messages in contravention of the Spam Act 2003 (Cth));
 - 8.1.2 in a manner that may menace or harass any person or intentionally or recklessly cause damage or injury to any person or property or incite hatred against any person;
 - 8.1.3 in a manner that may expose us or you to the risk of any legal or administrative action including prosecution under any Law or which would bring either of us into disrepute;
 - 8.1.4 to publish material that is or may be illegal or defamatory or which may promote others to engage in such acts;
 - 8.1.5 in a manner that may damage our, or our Suppliers', network or systems or cause the quality of the Services to be impaired;
 - 8.1.6 in a manner that may infringe any person's privacy, intellectual property or other rights.
- 8.2 You agree to comply with the Acceptable Use Policy and Fair Use Policy as relevant to the provision of your Services. These are available on our website and may be amended from time to time.

9 Service Increments

- 9.1 The Services are orderable in 100 channel increments unless otherwise agreed.

10 Number Allocation & Porting

- 10.1 The Customer must comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (ACMA.)
- 10.2 The Missing Link or its suppliers reserves the right to immediately over-stamp the originating number (with a standard number from The Missing Link or its suppliers) should The Missing Link or its suppliers receive a call

with a non-valid originating number. Over-stamping of originating number will continue until the customer has proven to The Missing Link or its suppliers that it has rectified the fault.

- 10.3 The Customer agrees that where The Missing Link or its suppliers' numbers are provided to the Customer, the Customer has an obligation under the Telecommunications Act to provide The Missing Link with the required accurate address information to maintain the IPND database.
- 10.4 If the Customer applies to port geographic service numbers from another supplier's service to the Service (Local Number Porting or LNP), The Missing Link or its suppliers do not warrant that numbers can be successfully ported to The Missing Link or vice versa. Local Number Porting involving complex porting is subject to extended lead times.
- 10.5 The Missing Link will pass on to the Customer, and the Customer must pay to The Missing Link, all charges payable to another supplier arising from LNP including, without limitation, any charges payable if the date for LNP is rescheduled at the request of the Customer.

11 Rates and Charges

- 11.1 Your invoice will be calculated with reference to data recorded by us and our suppliers. Our records are sufficient evidence of amounts payable by you unless demonstrated to be incorrect.
- 11.2 Subject to clause 11.3, the Customer must pay the call rates and charges in accordance with the rate plans provided with the Quotation. If the Customer does not receive this rate plan with the Quotation, the Customer must pay the call rates and charges as determined by The Missing Link from time to time, which is available upon request.
- 11.3 Call charges are billed per second and rounded up to 2 decimal places. Minimum call charge is \$0.02.
- 11.4 The Missing Link by providing 5 Business Days' notice to the Customer may amend (including increase) the call rates and charges from time to time for Services under this Service Schedule by issuing the Customer an updated rate plan if:
 - 11.4.1 the rates and charges are not fixed by any agreement; or
 - 11.4.2 the rates and charges are fixed by agreement but there is a change in The Missing Link or its suppliers' cost of supply as a result of any additional costs, imposts, penalties or taxes imposed by any governmental, regulatory body or third-party supplier.
- 11.5 In such circumstances, the Customer must pay the call rates and charges in accordance with the updated rate plan.
- 11.6 The Customer is responsible for ensuring that all Customer Equipment is secure and The Missing Link is not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.
- 11.7 Customers must not use the Services unreasonably. Unreasonable use includes (without limitation):
 - 11.7.1 Where the Customer has included calls as part of their Call Plan:
 - running a telemarketing business or call centre; or
 - unreasonable number of calls per user or per channel per calendar month;
 - 11.7.2 using the Service in a way which unreasonably affects other customers' access to the network; or
 - 11.7.3 setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Service.
- 11.8 In the event that the Customer uses the Services unreasonably as described in clause 11.7, The Missing Link may at its discretion notify the Customer that call charges apply to all calls at The Missing Links' then current call rates which are available upon request and the Customer must pay those call charges or elect to terminate the affected Services for breach by the Customer pursuant to the terms of the Standard Terms and Conditions.

12 Spend Limits

- 12.1 We may from time to time set a Spend Limit for the amount we will allow you to spend on the Service during a month. The Spend Limit is only a guideline for our credit management process. The action we take as part of our credit management process will depend on the amount by which you have exceeded your Spend Limit, and may include the following:
- 12.1.1 verbally advising you of the total charges you have incurred;
 - 12.1.2 advising you in writing (including by email) of the total charges you have incurred; and/or
 - 12.1.3 issuing an interim invoice, payment of which must be received, to continue supply of the Service.
- 12.2 We may also monitor your use of the Service for excessive or unusual usage or your level of liability for charges for such usage, but do not promise to do so. You acknowledge and agree that in addition to our rights under the MSA we can suspend, cancel or Bar your Service upon reasonable verbal or written notice to you (including by email) if we have reasonable grounds for believing that you represent a credit risk in relation to the Service, including where:
- 12.2.1 Service is being used in an excessive or unusual way or there is an unusually high volume or spend for that Service when compared with previous account activity for that Service;
 - 12.2.2 you fail to respond to notices from us about unusually high volume or spend; or
 - 12.2.3 you fail to pay an invoice that is due and payable in circumstances where your payment history indicates a series of late payments, dishonoured payments or failures to pay.
- 12.3 If we suspend, Bar or cancel a Service, you must still pay for any charges incurred for any excessive or unusual usage (regardless of how caused) and the provisions relating to liability and indemnity also remain unaffected.
- 12.4 If you wish to Bar access to premium rate Services from the Service we provide you, please contact us.
- 12.1 We will not be responsible for any equipment tampering or Service fraud except to the extent that such tampering or fraud is caused by us. Should you have any questions in relation to steps which may be taken to reduce the potential risk of fraud in relation to Services or telecommunications equipment, please contact us and we will endeavour to provide such information or direct you to an appropriate source of information.

13 Service Availability and Quality

- 13.1 Subject to clause 13.2, The Missing Link will provide the Services in accordance with the SLA as detailed in section 22.
- 13.2 The SLA does not apply where the Customer accesses the Services via the Internet or a third-party communications network.
- 13.3 The Missing Link may charge for service requests at a time and materials rate.

14 Maintenance and Suspension

- 14.1 Maintenance
- The Missing Link or its suppliers may perform scheduled and unscheduled maintenance in relation to the Services from time to time.
- 14.2 Suspension of Service
- We may, without liability, suspend the provision of the Service:
- 14.2.1 for a reasonable period for operational, legal or safety reasons (including to perform emergency maintenance);
 - 14.2.2 if there is an emergency;

- 14.2.3 our Suppliers suspend the Service or any service we use to provide the Service;
- 14.2.4 services we use to provide the Services become unavailable;
- 14.2.5 we reasonably believe that there has been unusually high use of a Service;
- 14.2.6 we reasonably suspect fraud in connection with the Service;
- 14.2.7 we are required to do so by Law, an emergency services organisation, a law enforcement agency, a telecommunications regulator or other applicable authority; or
- 14.2.8 otherwise in accordance with the MSA.

15 Customer Obligations

- 15.1 The Customer represents and warrants that:
 - 15.1.1 it has received all necessary permits, licenses, and approvals necessary to provide or use the Services; and
 - 15.1.2 it has complied with and does comply with all laws, regulations, orders and statutes which may be applicable to the Customer.

16 Passwords and Account Security

- 16.1 Where applicable, The Missing Link or its suppliers will assign to the Customer secure passwords.
- 16.2 The Customer is responsible for maintaining the confidentiality of passwords associated with all accounts the Customer is provided access to. The Customer and its users may modify its account passwords.

17 Unauthorised Modification of Equipment

- 17.1 The Missing Link or its suppliers are not responsible for the Customer's inability to access the Services or for any degradation in Service quality which is caused by any unauthorised modification made by the Customer to the CPE or The Missing Link Equipment.
- 17.2 The Missing Link reserves the right to charge the Customer a fee for any work it is required to do to rectify any CPE or The Missing Link Equipment that has been modified without authorisation in order to restore the Customer's access to the Services.

18 Configuration

- 18.1 Where applicable as set out in the Quotation or as otherwise agreed between the parties, The Missing Link provides configuration services on a best endeavour basis. Without limiting the above, the Customer is responsible for ensuring that the information provided to The Missing Link to provide such configuration services is complete and accurate.

19 Customer Responsibilities

In addition to any Customer responsibilities set forth under this Agreement in the MSA or Addendum, or any other documents incorporated herein by reference, the Customer shall, at its sole cost and liability, be responsible for:

- 19.1 Providing all equipment, software, facilities and IP connectivity (including connectivity to End Users) necessary for the service to operate with the Service,
- 19.2 Providing and ensuring the successful installation of all equipment and software The Missing Link deems necessary for End Users to use services sold to it by Customer;
- 19.3 Providing the IP address(es) for the proxy server, the Customer application and/or any other applicable hardware/software solution;

- 19.4 All End User Tier 1 support, and,
- 19.5 All Class 5 features, such as dial tone, call waiting and call forwarding functionality.
- 19.6 The Customer is responsible for the provision and maintenance of any switching infrastructure required for it to use the Services.
- 19.7 It will be the responsibility of the customer to manage Microsoft Licenses.
- 19.8 The customer must resolve any Microsoft issue, that is not specifically related to the Service, with Microsoft or their Microsoft Partner.

20 Disclaimers

- 20.1 Subject to clause 13, except for any warranties implied by law which cannot be legally excluded, The Missing Link does not warrant that the Services are or will be free of errors, defects or interruptions, or will be available at all times. You acknowledge that, to the extent permitted by law, The Missing Link makes no representations or warranties as to the effectiveness or fitness for purpose of The Missing Link or its suppliers' network security. You shall make no claim against The Missing Link or its suppliers concerning our network security.

21 Service Activation, Minimum Service Charges and Extension of Term

- 21.1 Each Service Schedule creates a separate contract for the acquisition of a Service. You may nominate a date by which you would like each Service to be activated. If we accept that Service Schedule, we will endeavour to activate the Service by that date. No guarantee can be given that the Service will be activated by the required date. If for any reason we are unable to meet the required date, we will inform your designated contact of the new Activation Date.
- 21.2 The Missing Link will advise the Client when activation has occurred.
- 21.3 If the Client requests to relocate or modify a Service, then The Missing Link will provide a quotation for the work required and the applicable new monthly charges.
- 21.4 The Customer acknowledges that if it wishes to relocate the Customer Premises, The Missing Link or its suppliers may not be able to continue to provide the Services at the new location. The Customer should confirm with The Missing Link by lodging a request at least 30 days prior to relocating the Customer Premises that The Missing Link are able to continue to provide the service at the new location. Any relocation or modification of an existing Service requires a service activation period. The relocation or modification of an existing Service will only be performed when an actionable order in a form as directed by The Missing Link is received and accepted by The Missing Link.
- 21.5 The Service must be retained for the Initial Term and for not less than the amount per month specified in the Quotation. Without limiting The Missing Link's rights or remedies at law, if you terminate the Service before the expiry of the Initial Period, you must pay to The Missing Link an amount which is the average monthly Service charges prior to termination multiplied by the number of months between the date of termination of that Service and the end of the Initial Period; and where a discount has been applied in the Quotation to any Charges, you must also pay this discount amount on demand by The Missing Link.
- 21.6 Upon expiry of the Initial Term and any subsequent term, this agreement automatically extends for a subsequent term which is the same period as the Initial Term, unless you notify The Missing Link of non-renewal in writing not less than thirty (30) days before the expiry of the Initial Term or any subsequent term. If the Initial Term exceeds one month, The Missing Link will notify you of the impending renewal before the expiry of the Initial Term and any subsequent term.
- 21.7 A Microsoft Enterprise E1, E3 or E5 license is required, with the additional phone system add-on license, for PSTN services to become available. (Microsoft Office 365 licenses are purchased separately from The Missing Link)
- 21.8 A phone number is required for each Microsoft Teams user and must be purchased separately.

21.9 The Customer agrees and acknowledges that:

21.9.1 no rebates apply in respect of any failure to install the Services within the Service Activation Periods; and

21.9.2 establishment charges apply where new sites are added to an existing Service.

22 Service Level Agreement (SLA)

All incidents will be given a priority level which is determined by The Missing Link under its incident management process a copy of which will be given to the Client on written request.

| | | Business Impact | | |
|---------|--------|-----------------|------------|------------|
| | | High | Medium | Low |
| Urgency | High | Priority 1 | Priority 2 | Priority 3 |
| | Medium | Priority 2 | Priority 2 | Priority 3 |
| | Low | Priority 3 | Priority 3 | Priority 4 |

Response times for each priority level are as follows:

| | Target Response (hrs)* |
|---------------------------|------------------------|
| Priority 1 (Critical) | 0.5 |
| Priority 2 (Urgent) | 2 |
| Priority 3 (Standard) | 4 |
| Priority 4 (Non-Critical) | 8 |

*Within business hours

22.1 Microsoft Teams Direct Routing

| Product | Work Type | Sub-Type | Target Response Time | Indicative Timeframe for Completion |
|--|--------------|------------|-----------------------|---|
| Direct routing user endpoint (additional users after sign-off of onboarding) | Provisioning | Activation | Up to 2 Business Days | Up to 3 Business Days (dependent on quality of information being provided) |

23 Third Party Products

The parties agree that, where The Missing Link is required to install any products supplied by or on behalf of the Client (**Third Party Products**) as part of The Missing Link's obligations under this Agreement:

- i. The Missing Link Service will install the Third Party Products in accordance with this Agreement;
- ii. in order to install the Third Party Products, acceptance of software licences and any related support/maintenance agreements (**Licence Agreements**) is routinely required (acceptance of which is required at the time of installation of the Third Party Product as presented to the installer of the Third Party Product prior to installation);
- iii. in order to install the Third Party Products as part of its services under this Agreement, The Missing Link will be required to accept the terms of the Licence Agreements on behalf of the Client;

- iv. during the term of this Agreement, the Client authorises The Missing Link to accept the terms of the Licence Agreements on behalf of the Client solely to install the Third Party Products for the purposes of performing The Missing Link's obligations under this agreement;
- v. the Client and not The Missing Link shall supply the Third Party Products; and
- vi. the Client must, and The Missing Link must in the performance of its obligations under this Agreement, at all times comply with the provisions of the Licence Agreements in relation to the Third Party Products.

[End of Schedule]