

Specific Service Terms - Telstra Managed Service
Calibre One Pty Ltd ABN 87 160 457 090
(Calibre One)

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Telstra Managed Service

1. ABOUT THESE SPECIFIC TERMS

- 1.1 These are the Specific Service Terms – Telstra Managed Service part of the Agreement between Calibre One and the Customer.
- 1.2 This Agreement is comprised of our General Service Terms (including the Schedules to the General Service Terms), these Specific Service Terms – Telstra Managed Service, and any other Specific Service Terms applying to the Customer for the Services selected in the Scope of Works.
- 1.3 Calibre One has presented and the Customer has accepted a Scope of Works which includes the provision of Telstra Managed Service (**TMS**) to support and manage the Telecommunication Services for the Customer's Business. The Scope of Works is for the provision of TMS (and any other Services or things as set out in the Scope of Works) and has been prepared based upon any inspection by Calibre One of the Telecommunication Services used by the Customer in the ordinary course of the Customer's Business conducted at the Customer's Premises.
- 1.4 The Customer warrants that before this Agreement is entered into it has given full and complete disclosure to Calibre One of all its needs and requirements in respect of Telecommunication Services for its Business and Calibre One entered into this Agreement in reliance on that disclosure.
- 1.5 Calibre One and the Customer have entered into this Agreement to set out the terms on which Calibre One will provide TMS for the purpose of maintaining and supporting the Customer's Telecommunication Services requirements.

2. TELSTRA MANAGED SERVICE

- 2.1 The Telstra Managed Service has been designed as service delivered by Calibre One to manage and support the Customers' Telecommunication Services on their behalf. This service includes:

Service Category	Description
Standard Coverage Hours	Mon –Fri 8am – 5pm
Service Level Terms	Standard response time unless premium response time is selected in the Scope of Works
Included in the Service	
Access to Helpdesk via phone, email or online portal	Contact Via: <ul style="list-style-type: none">• Phone 1300 422 542 (option 2 then option 3)• Email telstrasupport@calibreone.com.au• Access via Calibre One Web Portal or Mobile Application
Helpdesk ticketing system	<ul style="list-style-type: none">• Calibre One provides our customers with a Helpdesk ticketing system, allowing you to keep track of all requests and giving visibility over current and previous service requests
An assigned Account Manager for your business	<ul style="list-style-type: none">• We will provide direct access to a dedicated Account Manager for your Business
Account queries, billing, and credit management	<ul style="list-style-type: none">• Provide assistance with general Telstra billing queries and account issues• Provide assistance with the negotiation of warranted credits

	<ul style="list-style-type: none"> Organise payment extensions and credit hold as required Provide assistance organising bill reprints, billing address amendments and assistance with outstanding billing amounts
Included in the Service for Mobile	Mobile includes Telstra voice services, mobile broadband, Mobile Satellite, M2M and mobile hardware purchased through Telstra
Product advice and plan recommendations	<ul style="list-style-type: none"> Provide account assessments and action plans based on individual service usage Provide service plan recommendations Advise plan options and inclusions of newly released plans Provide updated service usage reports
New service and hardware procurement requests	<ul style="list-style-type: none"> Process new service connections and activation of new SIM cards Process recontracting of existing service plans Organise the ordering of mobile hardware and contracting onto new or existing mobile service numbers Organise the ordering of hardware to be purchased outright Organise direct shipping or offer local pick up options
Transfer of Ownership and Porting of service number from another carrier	<ul style="list-style-type: none"> Provide assistance with the paperwork generation and submission process for Telstra service change of ownership requests between existing Telstra Business accounts and from existing Telstra Consumer accounts into Telstra Business accounts Provide assistance with paperwork generation and order processing of service numbers being ported from another carrier onto a Telstra Business account
SIM card Management and End User support	<ul style="list-style-type: none"> Provide assistance with mobile service modifications through the Helpdesk: such as voicemail, service diversions and service barring Provide International roaming recommendations and assistance with applying the requested international packs Process disconnection of existing services and early termination calculations if applicable Provide spare SIM cards for quick activation of future requests Complete SIM card replacements for mobile service numbers on request Provide SIM card PIN and PUK codes for all SIM card replacements to keep them on record
Fault and Warranty replacement management	<ul style="list-style-type: none"> Troubleshoot faults to determine the cause Provide replacement SIM cards Log and escalate mobile faults where required

	<ul style="list-style-type: none"> Organise faulty hardware replacements and warranty returns
Shipping and Freight	<ul style="list-style-type: none"> Provide direct freight shipping of mobile, mobile tablet, mobile broadband and associated accessories free of charge to the Customer's specified address
Included in the Service for Fixed Lines	Includes PSTN/NBN Voice, ISDN2, ISDN10/20/30, Inbound, Business SIP
Manage All4Biz Tech Fund balance and claims	<ul style="list-style-type: none"> Generate All4biz claims for hardware and Telstra services to be redeemed from the tech fund Provide All4Biz tech fund balance upon request Provide All4biz contract details upon request
Site address orders and Telstra pricing recommendations	<ul style="list-style-type: none"> Provide recommendations of available products and pricing at requested site address for fixed line services Process new service activation orders for requested addresses (including NBN migrations and new connections) Organise the transfer of fixed line services from other providers
Fault Assistance	<ul style="list-style-type: none"> Provide assistance with fault logging and fault escalations within Telstra Arrange service redirections where required
Service Modifications	<ul style="list-style-type: none"> Adds/Changes/Moves/Disconnects of existing services Organise existing service relocation orders to new addresses
Calibre One onsite engineer support	<ul style="list-style-type: none"> Provide onsite technical support by a Calibre One technician (at an hourly rate as per the Scope of Works)
Included in the Service for Fixed Data & IP	Telstra MPLS, Enterprise Internet, Point to Point/Multipoint, Hosted IP Telephony, SIP Voice Services, Managed Network and Hosted Network Services.
New service requests and Telstra plans and pricing recommendations	<ul style="list-style-type: none"> Provide recommendations on available products and pricing at requested site address or Networks Provide information and assistance to enable the processing of orders Order Processing and Order Management (at a negotiated hourly rate as per the Scope of Works)
Fault Assistance	<ul style="list-style-type: none"> Provide Basic assistance with logging a service through Telstra directly Assist with fault escalation Arrange service redirections
Service Modifications	<ul style="list-style-type: none"> Basic additions, changes, moves and disconnections of existing services Process Basic service relocation orders and manage relocation requests Provide Basic assistance with changing speeds and or data allowances for existing services

Calibre One onsite engineer support	<ul style="list-style-type: none"> Provide onsite technical support by a Calibre One technician (at a negotiated hourly rate as per the Scope of Works)
Included in the Service for Fixed Broadband	Telstra Business Broadband; ADSL and NBN
New service requests and Telstra plans and pricing recommendations	<ul style="list-style-type: none"> Provide recommendations on available products and pricing at requested site address or Networks Provide information and assistance to enable the processing of orders Order Processing and Order Management (at a negotiated hourly rate as per the Scope of Works)
Fault Assistance	<ul style="list-style-type: none"> Provide assistance with logging a fault for an internet service through Telstra directly Assist with fault escalation
Service Modifications	<ul style="list-style-type: none"> Basic additions, changes, moves and disconnections of existing services Process Basic service relocation orders and manage relocation requests Provide Basic assistance with changing speeds and or data allowances for existing services
Calibre One onsite engineer support	<ul style="list-style-type: none"> Provide onsite technical support by a Calibre One technician (at a negotiated hourly rate as per the Scope of Works)

3. SERVICE LEVEL TERMS

- 3.1 Expected response times for logged requests are set out in the Service Level Terms which are contained in Schedule 2 of the General Service Terms. Standard and premium options are available depending on the Customers' requirements.
- 3.2 Unless otherwise agreed in this Agreement we or, where applicable our Third Party suppliers will use reasonable endeavours, having regard to the circumstances, to meet the target response, communication frequency and resolution time set out in the Service Level Terms. The standard response times in the Service Level Terms will apply to Calibre One's Telstra Managed Service unless the premium response time option is selected in the Scope of Works.

4. COVERAGE HOURS

- 4.1 Standard coverage hours during which the Telstra Managed Service will be provided are 8am to 5pm Australian Central Standard Time in Darwin, Monday – Friday on Business Days except as expressly provided otherwise.
- 4.2 Work which the Customer requests to be completed outside of standard coverage hours will attract additional Fees payable by the Customer, to be determined at the discretion of Calibre One.

5. HELP DESK SERVICES

- 5.1 Calibre One will provide access to a Help Desk team which provides a central contact point for the Customer's staff to address problems and perform change requests. This includes:
- recording and tracking any reported issues;
 - providing assistance to the Customer's staff on any technical issues;
 - undertaking change requests including change management;
 - providing technical advice;

- (e) ensuring timely escalation of incidents to the appropriate technical resources; and
- (f) escalation to and liaison with any Vendor in relation to any Vendor's niche Telecommunication Services systems, products and tasks.

6. JOB MANAGEMENT AND TRACKING

- 6.1 All Customer logged requests for the Telstra Managed Service shall be managed through Calibre One's ticketing system referred to in the Service Level Terms and the Customer will log all requests into the ticketing system.
- 6.2 Tickets generated by logging requests into the ticketing system are tracked in accordance with the Service Level Terms as applicable under these Specific Service Terms.
- 6.3 All Customer requests are tracked from the time the ticket was logged by the Customer into Calibre One's ticketing system.
- 6.4 The Customer may request Calibre One to have access to a portal to monitor existing tickets and directly log new tickets.

7. CALIBRE ONE RESPONSIBILITIES

- 7.1 Under these Specific Service Terms Calibre One addresses the Telecommunication Services requirements of the Customer's Business by:
 - (a) accepting responsibility for, and being the single point of contact for all Telecommunication Services related activities;
 - (b) understanding, and where necessary, defining the Telecommunication Services requirements of the Customer's Business;
 - (c) providing the Telstra Managed Service to the Customer from senior management, right down to simple user mobile device support;
 - (d) aggressively seeking cost savings wherever possible;
 - (e) operating in accordance with the Service Level Terms, where applicable to the Telstra Managed Service, to ensure service response;
 - (f) operating within any mutually agreed budget in consultation with the Customer's Contract Manager; and
 - (g) assisting with the Customer's compliance with, or at least its ability to comply with, corporate governance, Government requirements, insurance requirements, quality programs, Intellectual Property security in so much as it relates to Telecommunication Services.

8. EXCEPTIONS IN COVERAGE OF THE TELSTRA MANAGED SERVICE

- 8.1 Additional Fees to those listed in the Scope of Works will apply in relation to our services required as a result of the following circumstances:
 - (a) new or special projects or activities considered by Calibre One to be outside the scope of the normal day to day maintenance of the Customer's Telecommunication Services;
 - (b) maintenance of Telecommunication Services items identified by Calibre One as not covered by the Telstra Managed Service under this Agreement due to age, unsuitability, and any other technical issue raised by Calibre One which has not been acted on by the Customer;
 - (c) Major Failure or Loss of any of the Customer's Telecommunication Services;
 - (d) Third Party interference leading to a Major Failure or Loss of the Customer's Telecommunication Services;

- (e) Significant Variation in use of Telecommunication Services from usage patterns expected by Calibre One arising because of changes to business practices, localities or any other change that impacts the Telstra Managed Service;
 - (f) any works incurred or required due to any Third Party entering external administration or changing ownership;
 - (g) call out charges will apply each and every time we are required to visit the Customer's Premise to provide any Telstra Managed Service; and
- 8.2** Wherever practicable, Calibre One will undertake to inform the Customer of additional Fees in connection with any matter covered by clause 8.1 in advance of them being incurred.

9. NOTICE OF PRICE VARIATION

- 9.1** Where there is in Calibre One's opinion a material change in the Business, a change in the Telecommunication Services during the Term, or a Significant Variation from the expected rate of effort in maintaining the Telecommunication Services, Calibre One may at its discretion vary by increasing or decreasing the Fees to reasonably reflect any changes or projected changes in the Telstra Managed Service.
- 9.2** Calibre One must give the Customer 30 days' prior written notice of any variation in the Fees.
- 9.3** The Customer may within 30 days of receiving the notice of variation of the Fees terminate this Agreement immediately so far as it applies to the Telstra Managed Service. The Customer will be deemed to have accepted the variation in Fees if it does not terminate this Agreement, within 30 days of receiving the notice of variation of the Fees in accordance with this clause.
- 9.4** The Customer will be liable for any Fees rendered in relation to provision of the Telstra Managed Service up to the date such termination takes effect. This provision will continue to be enforceable notwithstanding termination.

10. CUSTOMER RESPONSIBILITIES

- 10.1** The Customer must appoint a Contract Manager to manage this Agreement for the Customer at all times (the Customer must notify Calibre One in writing of the Contract Manager and their contact details as well as any changes in those details from time to time), including to act as a point of contact for approvals and reports.
- 10.2** If the Customer requires Calibre One to provide 'budget estimates' for an upcoming financial year, reasonable advance notice in writing (of at least four weeks) is required to be given to Calibre One to ensure accuracy.

11. GENERAL CONTRACT TERMS

11.1 Exclusivity

- (a) Calibre One will throughout the Term be the exclusive Telstra Partner to the Customer's Business and you agree that Calibre One will be the exclusive provider to the Customer's Business of all those services of the type comprised in the Telstra Managed Service. This is an essential term of this Agreement.
- (b) The Customer must not without the express prior written consent of Calibre One permit any Telstra Partner, other than Calibre One, to interfere with, alter or change the Telecommunication Services.

12. MODIFICATIONS TO SPECIFIC SERVICE TERMS

Once these Specific Service Terms have been agreed and this Agreement entered into, matters contained within these Specific Service Terms may, unless expressly provided otherwise, only be amended from time to time by mutual Agreement in writing between Calibre One and the Customer.

13. DEFINITIONS

These words and phrases have the following meanings where appearing in these Specific Service Terms unless the context requires otherwise:

Basic	means any request that takes no more than 1 hour to complete.
Major Failure or Loss	means a situation in relation to the Customer's Telecommunication Service caused in Calibre One's reasonable opinion by: <ul style="list-style-type: none">(a) the incorrect use, negligent use misuse or abuse of the Telecommunication Services;(b) the incorrect use, negligent use misuse or abuse of the Telecommunication Services;(c) a person not authorised by Calibre One re-installing, moving, removing, changing, maintaining or servicing any of the Telecommunication Services equipment or any other actions of a person not authorised by Calibre One;(d) connecting any of the Telecommunication Services to any devices or other equipment not recommended by the Telecommunication Service's manufacturer or authorised by Calibre One;(e) the Customer's failure to follow any instructions from time to time by Calibre One or any Third Party manufacturer or supplier concerning the installation;(f) environmental factors including (without limitation) the failure of electrical power, air conditioning or humidity control, or lightning, electrostatic interference, electromagnetic interference or power surges of any type;(g) an event beyond Calibre One's reasonable control;(h) the Customer's failure to permit Calibre One remote access to the Telecommunication Services;(i) the Telecommunication Services not being compatible with or working in combination with hardware or applications software products provided by any Third Party;(j) the failure of anything attached or linked to the Telecommunication Services; or(k) an act of God, lightning, flood, electrostatic interference, power surge, bush fire, earth quake, storm, cyclone or failure in electrical power or air conditioning.
Significant Variation	means a variation of a 10% or greater increase over the effort or the labour previously estimated by Calibre One to perform the Telstra Managed Service for the remainder of the Term.
Telecommunication Services	means fixed line, mobile, mobile broadband, M2M, internet, satellite, inbound, SIP, Data & IP, MDN and TIPT services as well as associated hardware and software.
Telstra Partner	means a licensed Telstra Partner operating under an active Telstra Dealership Agreement (TDA), or a Telstra Online Service Agreement (TOSA).

Vendor

means a Third Party software and, or cloud service provider who provide a service to the Customer to enable them to conduct their Business using their Telecommunication Services.