

ACCELLA SERVICE SCHEDULE

(version 050508)

This document:

- Is a Service Schedule to a standard form of agreement ("SFOA") under section 479 Telecommunications Act 1997;
- Does not apply if and to the extent otherwise agreed between Primus and a Customer.

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1. AGREEMENT FOR SUPPLY OF ACCELLA

- 1.1 Primus will supply Accella to the Customer in accordance with the Customer's Application and on the terms of this Service Contract, which comprises this Service Schedule and the Core Terms (and where applicable the Internet Service Schedule).
- 1.2 Accella is a Service which offers business grade voice and data communications to Corporate Customers through a converged IP (internet protocol) connection to the Primus Network.

2. INTERPRETING THIS SERVICE SCHEDULE

- 2.1 "Access Charges" means the fixed recurring (usually monthly) Charges for the applicable line rental, Features and Broadband access.
- 2.2 "Accella" or "Accella Service" or "Service" is a Service offered under the name "Accella" or other name used by Primus and where applicable includes Equipment and other Service/s supplied by Primus as part of the Service.
- 2.3 "Broadband" means Internet Services utilising Internet Access over the Primus Network by means of DSL (or alternative technology chosen by Primus).
- 2.4 "Corporate Customer" means a Customer who meets Primus criteria for acceptance as a Customer of its Business Services Division and to whom Primus supplies Services which Primus designates as being for its Corporate Customers.
- 2.5 "CSG Standard" means the Telecommunications (Customer Service Guarantee) Standard 2000 (No. 2) as applicable from time to time.

- 2.6 "Customer Network" means a local area network (LAN) or other suitable network to be provided and maintained by Customer for use with the Accella Service.
- 2.7 "Customer Service Guarantee" means the duties imposed on Primus under the CSG Standard.
- 2.8 "Early Termination Payment" means a Charge payable by Customer under this Service Schedule in respect of the termination of a Service before the end of a Minimum Term.
- 2.9 "Features" means those attributes or features of Services which are offered by Primus in connection with Accella.
- 2.10 "Internet Access" means access to the Internet to enable data to be transferred to and from the user's computer.
- 2.11 "Internet Service Schedule" means that Schedule of this Standard Form of Agreement.
- 2.12 "Internet Services" means Services that provide Internet Access and related Services, including if it is so agreed, access to email.
- 2.13 "Line" means each line connected to an Accella Service.
- 2.14 "Minimum Term" means the contract period during which Customer is bound to take and Primus is bound to supply the agreed Services under this Agreement.
- 2.15 "Ordinary Telephone Service" means telephone service of the usual type, equivalent in function to that known as POTS.
- 2.16 "Preselection" means the process by which a Customer may (either in respect of individual calls, call types or other preselectable services) while maintaining service with one provider, designate another as the provider of designated calls, call types or other services.
- 2.17 "Primus Network" means the telecommunications network owned or operated by Primus and includes the Primus Equipment and where the context permits includes any connected telecommunications network.
- 2.18 "Seat" means each answer point at which an Accella Service can be received.
- 2.19 "Service Component" means each Seat or item of Equipment provided as part of or in conjunction with an Accella Service, and where the context permits, includes each other individual component of an Accella Service or of a bundle which includes Accella Services.
- 2.20 "Site" means a Customer location to which Primus agrees to provide Accella.
- 2.21 "Voice" means a voice telephone service.
- 2.22 This is a business service, and in accordance with usual practice, charges are quoted on a GST exclusive basis. GST is payable in addition.
- 2.23 The designation of a call type or a call zone will be such as Primus reasonably specifies having regard to its usual practice.
3. ACCELLA AVAILABILITY AND CONDITIONS
- 3.1 Accella is designed for and offered to Corporate Customers only (and not, unless Primus otherwise agrees, its Residential Customers).

- 3.2 Accella is not available in all areas or locations, nor to all customers. It is available only to eligible Primus customers who are located in the area of a Primus enabled exchange and are directly connected to the Primus Network.
- 3.3 Subject to the obligations of Primus under this Service Schedule, Customer accepts that Accella may not be free of faults and interruptions, including those that arise from the Broadband over which it operates, such as
 - 3.3.1 outages;
 - 3.3.2 local congestion caused by Customer usage or Customer Network.
- 3.4 Customer acknowledges that some other services are not compatible with Accella or may not function properly or may only function if additional equipment is installed. Where additional equipment is required, Customer agrees to install it at its cost.
- 3.5 Accella may not be suitable for some non-voice applications, for example fax machines, data modems and security monitoring services, for which an Ordinary Telephone Service should be used.
- 3.6 Accella does not support:
 - 3.6.1 end to end signalling via earth, line conductors, Cailho or phantom circuits;
 - 3.6.2 2 or more handsets or equivalent in the off hook condition at the same time; or
 - 3.6.3 Preselection (Primus is the only service provider available).
- 3.7 Accella is a Service that operates over a separately supplied Broadband service. Accella does not include a Broadband service. Customer is responsible for arranging and maintaining a suitable Broadband service. The Internet Service Schedule applies to the Broadband service. Primus does not support Accella over satellite Broadband, nor over wireless Broadband.
- 3.8 Accella is generally available only under a 24 or 36 month Minimum Term contract bundled with a Broadband service, although in some cases Primus may agree to supply Accella as a standalone Voice service. Cancellation by Customer of a Voice service or transfer to another provider will be a breach of this Agreement and will result in termination of the Broadband service and the Accella Service.

4. INSTALLATION AND RESPONSIBILITY

- 4.1 Subject to compliance by Customer with its obligations, Primus will use reasonable endeavours to install Accella Service to each Site and program and provision the Service.
- 4.2 Subject to any obligations imposed on Primus by Customer Service Guarantee, Customer is responsible for providing, maintaining and repairing cable and other Equipment which is on the Customer side of the MDF (main distribution frame), other than Equipment supplied by Primus under this Agreement.
- 4.3 Customer is responsible for providing and maintaining Customer Network and providing required security and firewall access.

- 4.4 Customer is responsible for providing and maintaining a suitable power supply and acknowledges that an interruption to the power supply may cause an interruption to Accella Services.
- 4.5 Customer must comply with the following Primus specifications, each on a per Site basis:
 - 4.5.1 not more than one Broadband service is available;
 - 4.5.2 minimum of 4 Seats;
 - 4.5.3 for specified Accella Plans, a maximum of 9 Lines and a minimum of 2 Lines;
 - 4.5.4 for 10 or more Seats, SHDSL is mandatory;
 - 4.5.5 for 10 or more Seats, Customer must carry out a Site survey and Customer Network assessment/upgrade to the satisfaction of Primus;
 - 4.5.6 telephone handsets must be Primus approved.
- 5. EQUIPMENT
 - 5.1 Customer acknowledges that any Equipment which is supplied by Primus in connection with Accella is and remains Primus Equipment, except to the extent otherwise specifically agreed. Title to Equipment which is purchased by the Customer from Primus will not pass to the Customer until payment in full of the specified purchase price. Risk in such Equipment passes on delivery.
 - 5.2 If Customer Plan allows for rent of Equipment, Customer must pay specified rent. Title to rented Equipment at all times remains with Primus. Customer will take care of it and return it when this Agreement ends.
- 6. VOICE
 - 6.1 The Voice telephone service includes installation of the Service, a telephone number, access to agreed Features and call types and a fault repair service in accordance with this Agreement.
 - 6.2 To maintain both Accella and an Ordinary Telephone Service, Customer will require a separate handset for each.
 - 6.3 Except as specifically agreed otherwise, Customer is responsible for supplying and maintaining suitable handsets. For Accella, SIP handsets are usually required, but for some Services analogue handsets may be suitable. Customer should check this with Primus.
 - 6.4 Accella can usually be used to call the emergency number 000, but Primus recommends that Customer should also maintain an Ordinary Telephone Service, for use in emergencies and case of power failure.
 - 6.5 Primus offers Voice either on the basis that each line has a separate number or as is part of a sub-group known as a Hunt Group or otherwise as specified.
 - 6.6 Primus will provide such Features at such Charges and on such terms and either individually or as part of a package as specified in an Application or otherwise agreed or specified by Primus. Primus may on reasonable notice alter the specifications relating to any Feature or withdraw it.
 - 6.7 Customer acknowledges that Primus will place a bar on access override codes, which allow Customer to direct calls to other providers. Primus will lift that bar

on request. However, use of an access override code may mean Customer is in breach of this Agreement.

6.8 Customer acknowledges that:

6.8.1 it is responsibility of Customer to arrange directory listing in White Pages and elsewhere if required;

6.8.2 some call types, for example calls to 190 numbers and reverse charge calls, will be directly billed to Customer by Telstra.

7. SITE LOCATION

7.1 Customer must specify the full address of the Site/s at which Customer wishes to receive Accella service.

7.2 Customer must not use Accella other than at the Site/s nominated by the Customer and agreed by Primus.

7.3 If Customer wishes to change a Site or the location of a Service, Customer must make application to Primus:

7.3.1 if Primus accepts that application and is able to relocate the Service, Customer will pay \$100.00 administration fee for each Service Component which is to be relocated, plus Charges for any necessary labour and materials at the standard rates then charged by Primus;

7.3.2 if Primus does not accept that application or is not able to relocate the Service, Primus may terminate this Agreement in respect of that Service and if that is during a Minimum Term, Customer will be liable to pay an Early Termination Payment in respect of each affected Service Component.

8. NUMBERS

8.1 Customer must not do or permit anything to be done with respect to Accella that breaches or causes a breach of the Telecommunications Numbering Plan 1997.

8.2 Local Number Portability may be available for numbers on the Accella subject to Primus having a number porting agreement in effect with the other service provider involved.

9. CHARGES, TARIFFS

9.1 Customer will pay for Accella Services the Charges applicable to the selected Plan and otherwise as agreed or specified by Primus.

9.2 If a Service is suspended or disconnected because of anything for which the Customer is responsible (for example late payment of account) Primus may, without affecting its right to cancel the Service, charge a reconnection fee.

10. MINIMUM TERM

10.1 The Customer accepts that it is committed to each of the specified Accella Services for the period of any applicable Minimum Term. The commencement date of the Minimum Term of each Accella Service and Service Component will be the day on which Primus commences to provide it. After a Minimum Term expires, this Agreement will continue on a month-to-month basis.

- 10.2 If during a Minimum Term, Customer for any reason changes any Service Component of Accella Services (by way of addition, deletion or substitution), a new Minimum Term in respect of that Service Component (of a period stated on the Application for that change or failing that, a period of 12 months) will commence from the time of the change.
11. EARLY TERMINATION PAYMENT
- 11.1 If Customer withdraws or cancels an Application in respect of a Service:
- 11.1.1 before Primus has entered into any commitment to any supplier of services or equipment in respect of the Application, Customer will be liable to pay an Early Termination Payment of \$40, plus GST, for each Service Component comprised in that Service;
 - 11.1.2 after the time in clause 11.1.1, but before the Service is provisioned, Customer will be liable to pay an Early Termination Payment equal to:
 - 11.1.2(a) 4 months' Access Charges for each Service Component comprised in that Service; plus
 - 11.1.2(b) Primus then current list sale price of any Equipment provided (whether for rent or purchase) by Primus to Customer (other than items of Equipment which have been returned to Primus in new condition in unopened original packaging). On payment, title to that Equipment passes to the Customer; plus
 - 11.1.2(c) if Primus is legally committed to a third party contractor in respect of installation or other services, the amount for which Primus is so committed.
- 11.2 If an Accella Service or a Service Component is, at the request of Customer, or as a result of a breach by the Customer, or as a result of anything for which the Customer is responsible, discontinued or disconnected after it has been provisioned but within the Minimum Term, Customer is liable to pay an Early Termination Payment equal to the total Access Charges plus Equipment rental charges for the balance of the Minimum Term.
- 11.3 Customer acknowledges that in each case the Early Termination Payment is a reasonable pre-estimate of anticipated loss to Primus.
12. CUSTOMER SERVICE GUARANTEE
- 12.1 The Customer Service Guarantee applies to some Voice services (including "standard telephone services" and "enhanced call handling features" as defined in the CSG Standard) subject to exceptions specified in the CSG Standard. (It does not apply for example to certain Customers ("Excepted Customers") including a Customer to whom Primus supplies more than 5 telephone services of the type and in the circumstances specified in the CSG Standard). The Customer Service Guarantee sets service levels in relation to matters such as the connection and rectification of the specified services, as well as the keeping of appointments in relation to those activities.
- 12.2 Expressions in quotes in this clause are used in the CSG Standard.
- 12.3 Primus offers its customers, as defined in the CSG Standard, (excluding Excepted Customers) the service levels as set out in Customer Service

Guarantee in relation to the services and features to which the Customer Service Guarantee applies, subject to the terms of, and any exception or limitation in, the CSG Standard, which include exemptions in specified circumstances related to:

- 12.3.1 credit standing of Customer;
 - 12.3.2 circumstances beyond reasonable control of Primus;
 - 12.3.3 unreasonable behaviour of Customer.
- 12.4 Under the CSG Standard, the “guaranteed maximum connection periods” for those Voice Services to which it applies are:
- 12.4.1 where the Site has an “in-place connection”, 2 “working days” after the Customer request is received by Primus;
 - 12.4.2 where the Site is “in close proximity to available infrastructure”, not later than 5 “working days” after the Customer request is received by Primus;
 - 12.4.3 where the Site is “not readily accessible to infrastructure”, not later than 1 month after the Customer request is received by Primus.
- 12.5 Accella Voice Services are in most cases provided by Primus using Unconditioned Local Loop Service (“ULLS”) which is made available to Primus by Telstra. If ULLS has not already been made available to Primus at the time the Customer request is received, the “guaranteed maximum connection period” will be 1 month after the Customer request, as specified in the preceding clause.
- 12.6 Under the current CSG Standard, the “guaranteed maximum rectification period” for “faults or service difficulties” for a Site in an “urban center” with a population of 10,000 or more people ends at the end of 1 “working day” after Primus receives a report of the fault or service difficulty.
- 12.7 Where the Customer Service Guarantee is applicable, Primus will arrange and keep appointments with Customers for connecting or rectifying a fault or service difficulty in a manner consistent with the CSG Standard.
- 12.8 The Customer Service Guarantee entitles Customer to compensation if the CSG Standard is not met. Subject to the terms of the CSG Standard, Customer is entitled to specified compensation if Primus does not comply.
- 12.9 In the case of an Excepted Customer, Primus agrees under this Agreement, in respect of those services to which the Customer Service Guarantee would have applied if the Customer were not an Excepted Customer, that it will use reasonable endeavours to deliver equivalent service levels to those in the CSG Standard (except that the guaranteed maximum connection periods under the CSG Standard will not apply, nor will the compensation provisions of the CSG Standard).
- 12.10 Primus working hours on “working days” are from 8:00 am to 5:00 pm. A request or report received by Primus after 5:00 pm will be regarded as having been received at the beginning of the next “working day”.

13. SERVICE LEVELS

- 13.1 Primus will use its best endeavours to achieve for Accella Services the following service levels (for the purposes of which pre-arranged maintenance carried out by Primus outside its normal working hours will be disregarded):
- 13.1.1 the Primus Network on which Accella Services are delivered will be operative at least 99.99% of the time, measured over a rolling 3 month period;
 - 13.1.2 outages of the Voice Service, indicated by the non-availability of dial tone, at any applicable Customer Site, will not exceed 8 hours in any period of 31 consecutive days.
- 13.2 If Primus agrees to provide repair and maintenance services in the following circumstances it may charge for those services at its prevailing Charges for work and materials:
- 13.2.1 those caused by anything done in breach of this Agreement by the Customer or person for whom the Customer is responsible under this Agreement;
 - 13.2.2 those carried out outside normal working hours at the specific request of the Customer;
 - 13.2.3 those carried out by Primus at the request of Customer in respect of Equipment for which Customer is responsible.