

SERVICE SCHEDULE A - MANAGED TELEPHONY SERVICE

1. ABOUT THIS SCHEDULE

- 1.1 This is Service Schedule A which applies to CrossPoint Managed Telephony Services and is part of your Managed Service Application Form or Managed Service Agreement. It needs to be read in conjunction with the CrossPoint Standard Terms and Conditions and the relevant CrossPoint SLA document. Certain terms used in this Service Schedule A are defined in the Standard Terms and Conditions, and therefore you will need to refer to the CrossPoint Standard Terms and Conditions for full definition of the used term.
- 1.2 The terms in this Service Schedule A apply to your Managed Telephony Service unless you have entered into a separate written agreement with us. Such written agreement excludes the application of this Service Schedule A and CrossPoint Standard Terms and Conditions.

Inconsistencies

- 1.3 If there is any discrepancy between the terms in this Service Schedule A and our Standard Terms and Conditions, then the Standard Terms and Conditions apply instead of this Service Schedule A to the extent of the inconsistency.
- 1.4 If a provision of this Service Schedule A gives us the right to suspend or terminate your service, then that right is in addition to our rights to suspend or terminate your service under our Standard Terms and Conditions.

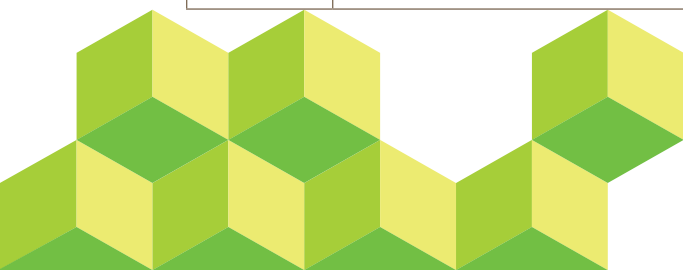
2. CROSSPOINT MANAGED TELEPHONY SERVICE

What is the CrossPoint Managed Telephony Service?

- 2.1 The CrossPoint Managed Telephony Service provides end-to-end management and support of your telephony services and equipment located at the premises specified in the Managed Services Application Form or Managed Service Agreement.
- 2.2 You may apply for the CrossPoint Managed Telephony Service in the following service packages:
- On-site Hosted Telephony Service;
 - Cloud Hosted Telephony Service;
 - Call termination Service; and
 - Advanced Call Centre Services.
- 2.3 Each package consists of the following features:

SERVICE	FEATURES
On-site Hosted Telephony Service	<ul style="list-style-type: none"> ■ Basic planning for installation and configuration and remote service access provisioning to allow our helpdesk to manage your PBX system, as set out below; ■ investigation and diagnosis of incidents reported by you with Managed Telephony Service(which we may do via remote access or by attending your premises); ■ At an additional cost, the handling of service requests to install, add, change, remove, delete, reconfigure and relocate CrossPoint Equipment (MACs) as required; ■ SLA targets for incident management and MACs in respect of your PBX system; and ■ remote diagnosis, technical support, replacement parts and onsite labour for our Equipment. <p>On-site Hosted Telephony Service does not include:</p> <ul style="list-style-type: none"> ■ support for your Call Termination Services / call termination or ■ management and coordination of service requests for related third-party service providers ■ Any on-site visits and work carried out upon your request to change, delete, add or upgrade services.

SERVICE	FEATURES
Cloud Hosted Telephony Service	<ul style="list-style-type: none"> ■ Basic planning for installation and configuration and remote service access provisioning to allow our helpdesk to manage your telephony Service, as set out below; ■ investigation and diagnosis of incidents reported by you with your cloud based telephony Service (which we will do remotely and not by attending your premises); ■ At an additional cost, the handling of service requests to install, add, change, remove, delete, reconfigure and relocate CrossPoint Equipment (MACs) as required; ■ SLA targets for incident management and MACs in respect of your Cloud Hosted Telephony Service; and remote diagnosis and technical support for CrossPoint Equipment. <p>The Cloud Hosted Telephony Service does not include:</p> <ul style="list-style-type: none"> ■ equipment purchase, supply or installation; ■ support for your Call Termination Services (unless offered as an additional Call Termination Service); ■ management and coordination of service requests for related third-party service providers.
Call Termination Service	<ul style="list-style-type: none"> ■ Basic planning for installation and configuration to allow our helpdesk to manage your PSTN Call Termination Service, as set out below; ■ liaising with you regarding incidents reported by you with your PSTN Call Termination Services; ■ helpdesk support for inquires from your users relating to the functionality and performance of your PSTN Call Termination Services; ■ tracking and recording of changes that you notify to us regarding your PSTN Call Termination Services; ■ monthly CDR reporting listing your use of Call Termination Service; ■ At an additional cost, the handling of service requests to install, add, change, remove, delete, reconfigure, disconnect and relocate your PSTN Call Termination Services (MACs); and ■ SLA targets for incident management and MACs in respect of your Call Termination <p>The Call Termination Service does not include:</p> <ul style="list-style-type: none"> ■ equipment purchase, supply or installation; ■ support or maintenance services for any Equipment; ■ management and coordination of service requests for any Equipment or Managed Telephony Service



SERVICE	FEATURES
Call Centre Service	<ul style="list-style-type: none"> ■ Basic planning for installation and configuration and remote service access provisioning to allow our help desk to manage your Call Centre Service, as set out below; ■ investigation and diagnosis of incidents reported by you with CrossPoint Equipment or Call Termination Services, either remotely or onsite (as determined by us); ■ helpdesk support for inquires from your users relating to the functionality and performance of Managed Telephony Service and PSTN Call Termination Services; ■ tracking and recording of changes you notify to us regarding your PSTN Call Termination Services; ■ at our determination, we may also provide coordination with third party suppliers (but we are not obliged to do this); ■ monthly reporting which sets out your use of the helpdesk; ■ At an additional cost, the handling of service requests to install, add, change, remove, delete, reconfigure, disconnect and relocate CrossPoint Equipment as required; ■ service levels for incident management and MACs in respect of the Managed Telephony Service and PSTN Call Termination Service are specified in the CrossPoint Standard SLA document; ■ remote diagnosis, technical support, preventative maintenance, replacement parts and onsite labour for CrossPoint Equipment; <p>The Call Centre Service does not include:</p> <ul style="list-style-type: none"> ■ operation and running of the call centre; or ■ support for Call Termination Services unless provided as an additional Service by CrossPoint.

- 2.4 Unless expressly agreed in the form of an additional service order, the following features are not included in the CrossPoint Managed Telephony Service:
- (a) management and support of mobile telephones;
 - (b) management and support of conferencing services;
 - (c) operation and running of call centres, beyond provision of PBX system and features;
 - (d) maintenance of any equipment not provided by CrossPoint;
 - (e) provision or installation of any cabling plant;
 - (f) provision of utility services, such as electricity, air-conditioning;
 - (g) rack space, shelving or rack mounting equipment
 - (h) maintenance of any external UPS systems, batteries or power devices
 - (i) system integration
 - (j) any network rationalisation, upgrade or conditioning (including, but not limited to QoS, VLAN or network redesign);
 - (k) provisioning or support for any desktop application;
 - (l) LAN, WAN or MAN cabling or network maintenance; and
 - (m) security or premises access management.

Minimum Term

- 2.5 You acquire the CrossPoint Managed Telephony Service for the Committed Term selected and as set out in your Managed Service Application Form or Managed Service Agreement.

Charges

- 2.6 You agree to pay all Charges incurred in respect of your Managed Telephony Service. The Charges are specified in the Managed Service Application Form or the Managed Service Agreement. For the avoidance of doubt, these Charges do not include any associated services charges for such as telecommunications connectivity services or call usage charges.

Eligibility

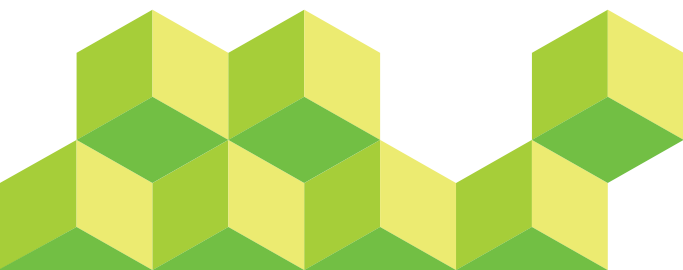
- 2.7 You agree that the CrossPoint Managed Telephony Service is for your use only and not to be resold or assigned to third parties, unless otherwise agreed with CrossPoint in writing.

3 YOUR RESPONSIBILITIES

- 3.1 At our request, you agree to provide us with:
- (a) network diagrams;
 - (b) information relevant to Managed Telephony Service, premises and equipment, including the number of extensions which are to be provisioned, and you agree to ensure that this disclosure does not put you in breach of any duty of confidentiality that you owe to any third party; and
 - (c) all necessary assistance required by CrossPoint to be able to collect information required for the creation of a basic installation plan and the provision of the Managed Telephony Service.
 - (d) a suitable environment for the provision of the Managed Telephony Service and you further agree that you will fulfil any prerequisites assigned to you by CrossPoint, such as cabling, power, unrestricted and unconditional access to your premises that complies with standard occupational health and safety requirements and rack space for the CrossPoint Equipment. You need to refer to the CrossPoint Standard Terms and Conditions for all your responsibilities.
- 3.2 Once you have supplied us with all the necessary information and assistance referred to above, we will provide you with a basic installation plan that includes the roles and responsibilities for each party.
- 3.3 As part of installation and configuration we will:
- (a) carry out an assessment of your existing telephony environment, equipment, software and infrastructure; and
 - (b) endeavour to keep any disruption to services being migrated to a minimum.
- 3.4 In your Managed Service Application Form or Managed Service Agreement you acquire a certain number of Service extensions for the Committed Term. Should CrossPoint be advised by you during the installation and configuration of the Managed Telephony Service that the number of required Services is equal or greater than 10% more or less than the number or acquired Services, CrossPoint will change the scope of your Managed Telephony Service and the Charges accordingly. CrossPoint is under no obligation to provide the Managed Telephony Service until you agree to the revised scope and Charges for the Service. The parties agree that any disputes arising from the new revised scope and Charges reflecting new required number of Services will be resolved amicably.

Incident Management

- 3.5 We will:
- (a) receive and record incidents reported by your authorised users to the helpdesk;
 - (b) either co-ordinate or conduct the detection, investigation and diagnosis of incidents;
 - (c) assign the priority level of incidents according to the priority levels set out below;
 - (d) co-ordinate the restoration and recovery of your Service for;
 - (e) close incidents; and
 - (f) record incident resolution information.



- 3.6 As part of the Managed Telephony Service, we provide 3 priority levels based on the incident. The helpdesk will assess the incident and assign the appropriate priority level. Priority Levels are defined in the CrossPoint standard SLA document.
- 3.7 We may conduct incident management remotely or by attending your premises (on-site visit).
- 3.8 If you retain your own third party suppliers for the provision of telecommunications services or equipment maintenance the incident relates to the services provided by that third party supplier, CrossPoint helpdesk may, at an additional cost, but is not obliged to, liaise with and assist your third party supplier, until the incident is resolved.
- 3.9 Should we, in the process of incident resolution find that the cause of the problem is related to your equipment, infrastructure or Third Party Provided Services, we will charge you for the work conducted at the agreed hourly MAC rate and we may advise you of our findings and any recommendations for your consideration.

Support regarding functionality

- 3.10 Our helpdesk will respond to enquiries from your authorised users relating to use of the functionality and performance of the relevant Managed Telephony Service and any CrossPoint Services.
- 3.11 If our helpdesk cannot provide an immediate response to an enquiry, the helpdesk will log and incident request at the lowest priority.

Service Level Management

- 3.12 We aim (but do not guarantee) to:
- meet the service levels;
 - identify and monitor the performance of the CrossPoint Managed Telephony Service against the service levels;
 - escalate any failure to meet the service levels; and
 - identify areas for improvement in the Managed Telephony Service;
- 3.13 The applicable service levels are set out in the SLA document for your Service.

4 GENERAL

Helpdesk

- 4.1 The CrossPoint helpdesk is your first point of contact for reporting incidents and making service requests. You may contact our helpdesk by sending an email to helpdesk@crosspoint-telecom.com or support@crosspoint-telecom.com or (if a URL, login name and password are provided to you by CrossPoint) by accessing and logging a ticket via the incident management system directly.

Amendments

- 4.2 Any increase to the number of extensions at your premises will not require written agreement. However, you understand that this will affect the Charges you are required to pay under these terms.

Changes to your Premises, Equipment and/or Software

- 4.3 You may request a change to:
- the CrossPoint Equipment managed and supported by us as part of your CrossPoint Managed Telephony Service; or
 - your premises for example if you need to move offices; by notifying us in Writing of the change(s) you require.
- 4.4 We will liaise with you to determine if we can deliver your CrossPoint Managed Telephony Service according to your proposed changes and the additional charges associated with the changes.
- 4.5 If you accept a change request, these terms and conditions will apply to the changes from the date of your acceptance of the change request.
- 4.6 You agree that:
- the Managed Telephony Service Charges will not include the repair of any faults or errors arising from relocation of the PBX equipment; and

- we may require that you submit your data network in your new location to a network readiness assessment. We will conduct the network readiness assessment at our commercial rates current at the time of the assessment.

Additional Work

- 4.7 You may request that we provide consultancy, project, technology refreshes, training or other unforeseen work, in relation to the CrossPoint Managed Telephony Service. We will provide you with a written specification quotation for such services for your approval prior to undertaking any work.

Old Equipment

- 4.8 You acknowledge that where the Managed Telephony Service includes items which are not at their current version or the version prior to the current version, or are no longer actively supported by the manufacturer (in that the manufacturer has classified them as "sale end of life" or "service end of life"), we may:
- agree with you to provide PBX equipment maintenance services on a "best efforts" basis only (and you acknowledge that we cannot provide any services which rely on vendor support); or
 - not be able to provide maintenance services to you and will notify you in writing.

Replacement Parts

- 4.9 As part of our maintenance services, we will replace any component parts, assemblies and sub-assemblies in the equipment that we consider require replacement due to normal wear and tear. We will use new or "as new" component parts, assemblies and sub-assemblies (as the case may be).
- 4.10 A replacement part will be considered part of the CrossPoint Equipment.

PBX equipment maintenance does not cover

- 4.11 CrossPoint PBX equipment maintenance does not include:
- maintenance of any equipment not set out in your Service Agreement with us;
 - maintenance of anything attached to the CrossPoint Equipment including third party equipment;
 - subject to our obligations in relation to other services we provide, taking responsibility for lines or network terminations on the PBX equipment;
 - fixing any faults in the CrossPoint Equipment caused in our reasonable opinion by:
 - the incorrect use, negligent use, misuse or abuse of the equipment or software;
 - a person not authorised by us re-installing, moving, removing, changing, maintaining or servicing the equipment or any other actions of a person not authorised by us;
 - connecting the equipment to any devices or other equipment not recommended by the equipment's manufacturer or authorised by us;
 - your failure to follow our or the third party supplier's installation, operation or maintenance instructions as advised by us from time to time;
 - 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;
 - an event beyond our reasonable control;
 - your failure to permit us remote access to the equipment;
 - the equipment not being compatible with or working in combination with hardware or applications software products provided by third parties; or
 - the failure of anything attached to the equipment including third party equipment;
 - maintenance of any equipment where the serial numbers have deliberately been removed or altered;
 - providing or maintaining consumables or disposable items (such as patch cords, batteries, headsets, telephone cords, floppy disks, tapes or standby batteries), or other items associated with the equipment;

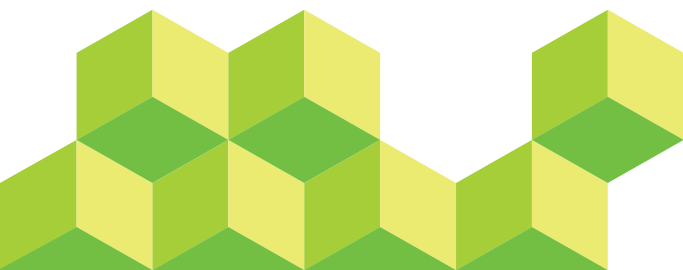
- (g) maintenance of the equipment or repair of faults outside of the agreed maintenance level coverage hours;
- (h) the repair of damage or malfunction caused by an act of God, lightning, flood, electrostatic interference, power surge, or failure in electrical power, air conditioning or humidity control;
- (i) the replacement, transposition or repair of backbone and external cabling other than system integral interconnecting cables;
- (j) the servicing of software that has been customised after initial installation, except where the customisation has been performed under a software maintenance agreement existing between you and us;
- (k) remedial software maintenance for software platform versions which are older than the current release minus 1 (N-1);
- (l) backup and storage of configuration data and program data;
- (m) removal, relocation and reinstallation of PBX equipment, devices or attachments;
- (n) remedial maintenance of external power supply equipment which is not PBX equipment;
- (o) repair of damage or errors arising from the relocation, reinstallation or removal of the PBX equipment, devices or attachments by anyone other than us; and
- (p) labour, parts and materials for faults caused by weather conditions (e.g. lightning, temperature extremes, flooding); power surges or power failures, and wilful, negligent or accidental damage caused by you or third parties.

Third Party Equipment

4.12 If during the provision of equipment maintenance we become aware of a problem with parts provided by a third party which are attached to the equipment (for example headsets or line isolation units) ("Third Party Equipment") we will let you know. However, such notification does not form part of the equipment maintenance services.

Travel and Living Expenses

4.13 We may charge you for travel and living expenses for maintenance services we provide at a site more than 40 kilometres from our nearest customer service centre. Charges will be based on our standard travel policy at the relevant time and will be invoiced monthly in arrears.



For any questions please contact your
CrossPoint sales representative