1. About this document

1.1. This Service Schedule applies between Commander (we, us, our) and the Customer (you, your) for the supply of IP Voice Services.

1.2. We will provide you and you will use the IP Voice Services in accordance with clause 3 of the Commander Standard Form of Agreement (SFOA).

1.3. We may vary the IP Voice Services if reasonably required to comply with all applicable laws or for technical, operational, and commercial reasons:

    (a)   without notice, if such variation does not have a material adverse effect on you; or

    (b)   with 30 days' prior notice, if such variation has a material adverse effect on you.

2. Description and Supply of IP Voice Services

2.1. Commander offers the following products which are collectively referred to as IP Voice Services in this Schedule:

    (a)   Business Connect Service

    (b)   Business Phone Service

    (c)   Business SIP Service

    (d)   Business Line Service.

2.2. The IP Voice Services we provide are a business grade Service not suitable for residential or domestic use, and include the following:

    (a)   an IP Voice Service telephone number;

    (b)   an ability to place Local Calls, National Long Distance Calls (National Calls), Mobile Calls, 13/1300, SecureDial, premium services and International Calls (unless otherwise agreed by the parties); and

    (c)   Valued Added Services.

2.3. The Service may not be appropriate if you or another resident or employee have a disability, serious illness or other life-threatening condition which requires an uninterrupted phone line with access to 000 emergency services.

2.4. Priority Assistance does not apply to the IP Voice Service.

2.5. Webex products are only available to Australian based customers and cannot be resold. If you purchase a Webex product you agree that you are based in Australia and that you will not resell this product.

2.6. You accept that IP Voice Services may not be free of faults and interruptions, including those that arise from the Broadband over which it operates, such as:

   (a)   Outages; or

   (b)   local congestion caused by your usage or network.

3.   Term

3.1. IP Voice Services are generally available only under a monthly, 24 ,36 or 60-month Term contract and may be bundled with a Broadband service.

3.2. You accept that you are committed to each of the specified IP Voice Services for at least the period of any applicable Minimum Term.

3.3. If during a Minimum Term, you for any reason change any Service Component of the IP Voice 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.

4.   Service Requirements and Service Limitations

4.1. IP Voice Services are not available in all areas or locations or to all customers. It is available only to eligible Customers.

4.2. You acknowledge that some other services are not compatible with IP Voice Services or may not function properly or may only function if additional equipment is installed. Where additional equipment is required, you agree to install it at your own cost.

4.3. IP Voice Services do not support:

   (a)   End-to-end signaling via earth, line conductors, Cailho or phantom circuits;

   (b)   2 or more handsets or equivalent in the off-hook condition at the same time;

   (c)   SIP message 404 or ISUP code equivalent;

   (d)   IP PBX's that require TLS or that don't support RTP via UDP; or

   (e)   Preselection (Commander is the only service provider available).

4.4. IP Voice Services are Services that operate over a separately supplied Broadband service. IP Voice Services do not include a Broadband service. You are responsible for arranging and maintaining a suitable Broadband service. The Internet Service Schedule applies to the Broadband service. Commander does not support IP Voice Services over satellite Broadband.

4.5. Any interruption or degradation to the Internet service that the Service is dependent on will result in the Service no longer working, or to become degraded, until the Internet service has been restored. This may include;

  (a) Disconnection of the Internet service;

  (b) Internet service outage;

  (c) Internet congestion;

  (d) Internet bandwidth;

  (e) "Shaping", where your Broadband speed is slowed by your service provider, for example because you have exceeded data limits;

  (f) IP Voice Service quality may, in any configuration, vary from excellent to a quality less than a Basic Telephone Service; and

  (g) IP Voice calls made and received by you are data, and will usually be counted as Broadband data usage, for the purposes of data usage limits and charges imposed by your Broadband provider. You should check with your Broadband provider about this.

4.6. This Service is not always suitable for some non-voice applications or devices, for example, but not limited to, doorbells, HICAPS machines, Franking Machines, Paging Systems, fax machines, data modems, EFTPOS terminals, security monitoring services or terminals that require a Basic Telephone Service. If you require use of such applications or devices, an alternate service should be used.

4.7. You expressly acknowledge and agree that it is a condition of this Service that you maintain an Internet connection in order for the Service to work. IP Voice Services do not include the required Internet service.

4.8. You acknowledge that devices used within the network used for Internet Access by the customer consisting of Wide Area Network (WAN) and Local Area Network (LAN) components ('Customer Network') or devices used to supply your Broadband service may not be compatible with IP Voice Services, and in some cases a different router may be needed for the IP Voice Service to work properly. You also acknowledge Commander will not provide support for faults caused by such devices.

4.9. The following Internet Services are not suitable for an IP Voice Service;

  (a) Satellite Internet services

  (b) Dial-up Internet services; and

  (c) Other Internet services with high latency and jitter and services with low amounts of bandwidth.

4.10. Approximately 100 kbps of Internet Bandwidth is required per line and for each Line required, your Broadband service must have sufficient bandwidth to support those lines.

4.11. Additional services and/or Value Added Services may increase the bandwidth required for the IP Voice Service, including Busy Lamp Field and the Telephony toolbar. The increased bandwidth required is determined by the number of Value Added Services being used.

5. Value Added Services

5.1. Value Added Services are available as optional extras with IP Voice Services as set out and described in Annexure A Table of Value Added Services, which may vary from time to time at Commander's sole discretion.

5.2. You expressly acknowledge and agree that the following Value Added Services are not available to you as part of, or in connection with the IP Voice Services:

(a) Local Wide Area Calls;

(b) pensioner concessions or discounts;

(c) other carrier special rates;

(d) free Message Bank or Integrated Service Digital Network (ISDN);

(e) capped local data;

(f) such other services that are not expressly provided for in this Service Schedule; or

(g) as we may notify you from time to time as unavailable.

5.3. If you currently receive the Value Added Services set out in clause 5.2 of this Service Schedule, you expressly acknowledge and agree that you may no longer be entitled to receive those Value Added Services (or any part thereof) if you transfer your Basic Telephone Service to us.

5.4. Whether you are entitled to, or are able to use, a given Value Added Service depends on a variety of factors, such as the details of your Plan, IP Voice Service and any Equipment that you use in connection with your Service (such as handsets).

5.5. You must make your own assessment (and to the maximum extent permitted by Law, you solely rely on that assessment) of:

(a) the fitness of a given Value Added Service for the purpose that you require; and

(b) any minimum Equipment, Service or other requirements of a given Value Added Service.

5.6. Fees and charges may apply to subscribe to, activate or use a given Value Added Service, including activation fees, monthly access and single use fee set out in our Schedule of Fees and Charges.

6. Installation and Responsibility

6.1. IP Voice Services are provided as a self-installation product with optional on-site installation services for Equipment if required. You acknowledge you are required to install any Equipment provided unless you have chosen to purchase a service provided by Commander and its partners to install, configure and provide training for the IP Voice Service, which is not available to all customers in all areas (Professional Installation). Commander recommends Customers engage an IP Voice Service Integrator for service installation.

6.2. Where Commander provides Commander Equipment as part of a Service, you are responsible for securing and maintaining a suitable operating environment for this equipment in accordance with the manufacturer's instructions which can be provided upon request.

6.3. You are responsible for providing and maintaining your Network and Broadband Service and providing required security and firewall access in order to allow the Service to work. You will be required to provide access to the following ports and protocols;

(a) Outbound 5060 TCP/ UDP – SIP Signalling;

(b) Outbound 15060 TCP/ UDP – SIP Signalling;

(c) Outbound 2208 TCP – Only required for Telephony Toolbar;

(d) (Outbound / Inbound 10200 – 28000 UDP – RTP Ports for media stream;

(e) Outbound 123 UDP – NTP;

(f) Outbound 53 TCP/ UDP – DNS;

(g) Outbound 80 TCP – HTTP; and

(h) Outbound 443 TCP – HTTPS.

6.4. Where required, you are responsible for providing and maintaining a suitable power supply and acknowledge that an interruption to the power supply may cause an interruption to Services. In the event of a power outage, your services will not work unless you maintain a back-up battery solution.

7. Equipment

7.1. This clause 7 applies if the Services include the provision of Equipment to you.

7.2. You agree to buy from Commander the Equipment Sold on the following terms (unless otherwise agreed):

(a) Commander will deliver the Equipment Sold to the agreed Site;

(b) Depending on the type of IP Voice Service, you will pay Commander for the Equipment Sold, outright on your first bill for the IP Voice Service, or in monthly instalments (as agreed between you and Commander), or in monthly instalments direct to a third-party finance company, (as agreed between you and the third-party finance company), after the delivery of the Equipment; and

(c) Commander will use reasonable endeavours to obtain for you the benefit of warranties given by the manufacturer or vendor of the Equipment Sold to Commander.

7.3. Risk in any Equipment Sold and in Commander Equipment will be with you from the time of its delivery to a Site.

8. Connection of your Service

8.1. We may charge you a 'once off' fee in respect of the connection or reconnection of the IP Voice Service.

8.2. The connection or reconnection fee may vary, depending on a number of factors, including, amongst other factors:

(a) whether or not an IP Voice Service has previously been connected at the relevant Premises;

(b) whether we are required to arrange for a technician or other Personnel to attend the relevant Premises; and

(c) whether any cabling work (or other work in connection with establishing the infrastructure required to support the requested Service (or any part thereof)) is required.

8.3. You acknowledge and agree that if you are currently with another provider in respect of your Basic Telephone Service and you require us to port your Basic Telephone Service to us, it may take between five (5) to ninety (90) Business Days for us to complete that port.

9. Local Number Portability

9.1. The Telecommunications Numbering Plan sets out the framework for the numbering of carriage services in Australia and the use of numbers in connection with the supply of such services.

9.2. You expressly acknowledge and agree that:

(a) you do not own or receive any legal interest or goodwill in any telephone number that is provided to you in connection with this Service; and

(b) you are entitled to use any telephone number that is provided to you in connection with this Service (subject to the terms and conditions of this Service Schedule and any right that we may have under the Telecommunications Numbering Plan to recover that telephone number from you).

10. Transfer of Basic Telephone Service to Us

10.1. You acknowledge and agree that if you have requested to transfer your Basic Telephone Service to us from your supplier, for conversion to an IP Voice Service, you:

(a) authorise us to sign and execute on your behalf, and in your name, any form, consent or other document that may be required from time to time to give effect to the transfer;

(b) authorise your current supplier to transfer the services that you have requested that we provide (such as Local Calls, International Calls, Mobile Calls and the like);

(c) will cooperate with us in good faith in respect of completing the transfer (Including providing us with access to the relevant Premises);

(d) may be liable to pay your current supplier fees and charges (including, without limitation, early termination fees, disconnection fees, port out fees and outstanding accounts) and you agree that we will not be liable to you or to your supplier for any such or similar fees and charges;

(e) may experience exclusions, limitations and restrictions in respect of your Basic Telephone Service for reasons that are outside our reasonable control (such as, without limitation, any restrictions that are imposed by your current supplier, outages and matters in connection with the required infrastructure for a Service);

(f) are only entitled to the Services (and components of that Service) as set out in this Service Schedule (including in our Schedule of Fees and Charges by which you

are bound) and by transferring to us, you may no longer be entitled to incentives and benefits such as discounts, concessions and the like; and

(g)   must comply with any reasonable direction that we may give you, and any reasonable request that we may make, from time to time in connection with the transfer of your service.

11.   Transfer of IP Voice Service from Us

11.1.   You acknowledge and agree that if you have requested to transfer your IP Voice Service from us to another supplier where permitted by the Telecommunications Numbering Plan, you may be able to port your telephone number from us to another supplier (subject at all times to any right that we may have under any Law or this Service Schedule to recover that telephone number from you).

12. Service Outages

12.1.   We may, from time to time, perform maintenance work that may affect your IP Voice Service. Any disruption caused to your IP Voice Service will not constitute a breach of our obligations under this Service Schedule.

12.2.   Where possible, we will exercise our reasonable endeavors to perform maintenance work at such time to minimise disruption to your IP Voice Service.

13. Definitions

Capitalised terms which appear in this Service Schedule and are not defined may be defined in the SFoA.

The expression:	Means:
Basic Telephone Service	a Standard Telephone Service as in the *Telecommunications (Consumer Protection and Service Standards)* Act 1999 (Cth), provided to you on the terms and conditions set out in this Service Schedule.
Business Connect Service	cloud-based Unified Communication as a Service (UCaaS) that delivers voice, video, instant messaging and includes Microsoft Teams and Outlook integration through the Commander with

	Webex app. The Service is delivered via an Internet connection, provided to you in accordance with this Service Schedule and referred to an IP Voice Service. Designed for customers with 5 – 99+ seats.
Business Line Service	an IP Voice Service specifically for analogue data services such as fax or EFTPOS, provided to you in accordance with this Service Schedule and referred to an IP Voice Service. Available as a replacement PSTN line in NBN areas (only) and offered only as a supplementary service to Business Phone and Business Connect.
Business Phone Service	cloud-based PBX phone solution that is delivered over an Internet connection, provided to you in accordance with this Service Schedule and referred to an IP Voice Service. Designed for customers with 2 – 20 seats.
Business SIP Service	a voice service delivered via your Internet connection, provided to you in accordance with this Service Schedule and referred to an IP Voice Service. Designed to carry voice calls from your Session Initiation Protocol (SIP) capable phone system or gateway device.
Broadband	Internet Services utilising Internet Access by means of DSL, NBN or Enterprise Ethernet (or alternative technology).
Commander Equipment	means Equipment supplied by or on behalf of Commander (other than Equipment Sold).

Equipment	Handsets or other accessories provided to access the service. Equipment may either be provided as part of the plan (Commander Equipment) or sold to the customer (Equipment Sold).
Equipment Sold	Equipment sold by Commander to Customer under this Agreement and for which the Charges in relation to the Equipment sold have been received either in full by Commander or will be paid overtime to Commander by the customer.
International Call	a voice call originating from a IP Voice Service in Australia and placed to any place outside Australia (including Norfolk Island and Australia's bases in the Antarctic), and expressly includes any reverse charge call that originates from a place outside Australia (including from Norfolk Island and Australia's bases in the Antarctic).
Internet Access	access to the Internet to enable data to be transferred to and from the user's computer or IP Voice handsets.
IP Voice Services	The services provided to the Customer in this Service Schedule which is an Internet Protocol Voice Service (also known as VoIP – Voice over Internet Protocol) that uses an internet connection to support voice calling, voicemail, video calling, video conferencing, faxing and instant messaging.
Internet Services	Services that provide Internet Access and related Services, including if it is so agreed, access to email.

Integrated Service Digital Network	a set of communication standards for simultaneous digital transmission of voice, video, data, and other network services over the digitalised circuits of the public switched telephone network.
Line	a Service Component of IP Voice Services that enables inbound and outbound calls and can be included or charged separately depending on the type of IP Voice Service.
Local Call	A voice call between Basic Telephone Services where the call originates from an IP Voice Service in a local charge area and is placed to another IP Voice Service in that same local charge area (or in some cases in an adjacent charge area) (excluding calls to 13 or 1300, Premium Services and other special numbers, as may be notified to you by us from time to time).
Local Wide Area Calls	calls which are made to an extended Local Call area.
Minimum Term	The minimum term of your IP Voice Service (as set out in your application form, the terms and conditions of your Plan or as otherwise agreed to by the parties in writing).
Mobile Calls	a voice call from an IP Voice Service to an Australian mobile service number (being a cellular phone service provided in Australia, excluding Norfolk Island and Australia's bases in the Antarctic) and excluding satellite calls.
National Long Distance Call	a voice call from an IP Voice Service within Australia which is not a Local Call.

Ordinary Telephone Service	a telephone service of the usual type, equivalent in function to that known as POTS.
Personnel	the current and former officers, employees, agents, representatives, contractors and subcontractors, assigns and nominees of a party.
Premises	means the physical place from which your IP Voice Service is or will be primarily used or where the majority of the Equipment to be used in connection with your IP Voice Service is contained.
Schedule of Fees and Charges	a document that sets out the fees and charges which apply in connection with your Service, whether known by that name or such other name, as made available to you by us from time to time which can be found here: https://www.commander.com.au/sofac
Service Component	each Seat, Line or item of Equipment provided as part of or in conjunction with IP Voice Services, and where the context permits, includes each other individual component of an IP Voice Service or of a bundle which includes IP Voice Services.
TCP Code	Industry Code C628:2019 Telecommunications Consumer Protections Code.
Telecommunications Numbering Plan	the *Telecommunications Numbering Plan 1997*
Value Added Services	has the meaning set out in clause 5 and Annexure A.

Annexure A – Table of Value Added Services

Type of Value Added Service	Description
Analytics	provides data to monitor customer interactions and measure your team's performance, identify trends, missed opportunities and more via intuitive dashboards, wallboards and customisable reports.
Auto Receptionist or Auto Attendant	serves as an automated receptionist that answers the phone and provides a personalized message to callers with options for connecting to the operator, dialling by name or extension, or connecting to up to nine configurable extensions (for example, 1 = Marketing, 2 = Sales, and so on).
Busy Lamp Field	enables a user to receive the call state information on monitored users.
Call Barring	may allow you to block specified types telephone calls to originate from your Basic Telephone Service. You may use Call Barring to prevent calls to Premium Services.
Call Forward	enables a user to redirect calls to another destination when an incoming call encounters a busy condition.
Call Forward Immediate	enables a user to redirect all incoming calls to another phone number.
Call Forward No Answer	enables a user to redirect calls to another destination when an incoming call is not answered within a specified number of rings.
Call Manager	provides a web-based tool for users to invoke their services, as an alternative to using feature access codes.
Call Notify	enables a user to define criteria that cause certain incoming calls to trigger an e-mail notification. If an incoming call meets user-specified criteria, an e-mail is sent to the notify address informing the user of the details of the incoming call attempt.
Call Queue or Queue	enables users to access queues with features such as auto-answer functionality, overflow paths, the ability to route calls to team members in different geographical locations, scheduling and more.

Call Recording	records calls and stores a digital file for playback or to generate a transcription, to support compliance, regulatory or training purposes.
Call Transfer	allows users to transfer established calls to another phone number.
Call Waiting	enables a user to answer a call while already engaged in another call.
Collaboration Application	an application that gives the user the ability to make and receive calls, chat, set up meetings including video meetings and transfer files via an application on their computer or smart phone.
Commander with Webex	an app that allows you and your team to use your work phone number anywhere, on any device (Apple or Android, Mac or PC). It also supports Microsoft Teams integration and enables softphone capability to use your service with your tablet, smartphone or with a headset via your desktop.
Do Not Disturb	allows users to set their phone as unavailable so that incoming calls are given a busy treatment.
External Caller Identification	enables the delivery of a caller's identity to a user via the phone (if capable). Delivered information includes the caller's phone number and name if the information is available and has not been blocked by the caller.
Fax2Email	converts incoming faxes sent to the service to a tagged image file e-mail attachment.
In-dial range	allows a business to have sequential service numbers in blocks (10, 50 or 100) which can be allocated to services on their account or group.
Last Number Redial	enables users to redial the last number they called by dialling a feature access code.
Line Hunt or Hunt Groups	allows users within a group to be included in a specified sub-group to handle incoming calls received by an assigned Hunt Group's phone number
Microsoft Outlook Integration	enables users to integrate their personal contacts in Microsoft Outlook with their Call Manager.

Microsoft Teams Integration	enables users to integrate with their Microsoft Teams via the Commander with Webex app to make and receive calls without workflow interruptions from having to switch between apps.
Personal Voicemail	enables users to record messages for incoming calls that are not answered within a specified number of rings, receive busy treatment, or are transferred directly to voicemail.
Priority Alerting	enables a user to define criteria to have certain incoming calls trigger a different call waiting tone (that is, alert) or a different ringing cadence than normal calls.
Push to Talk Intercom	enables user-to-user intercom service across an enterprise.
Reception Console	manages incoming calls, with visibility of all user statuses to determine how to best allocate calls.
Remote Office	enables users to access and use their IP Voice Service from any end point (for example, home office, mobile phone). This service is especially useful for teleworkers and mobile workers, as it enables them to use all of their CommPilot features while working remotely (for example, extension dialling, transfers, conference calls, Outlook integration, directories, and so on).
Sequential Ring	enables users to define a "find-me" list of phone numbers that are alerted sequentially for incoming calls that match specified criteria.
Simultaneous Ring Personal	enables users to have multiple phones ring simultaneously when any calls are received on their IP Voice service number. The first phone to be answered.
Wallboard	displays real-time CRM data and queue/agent statistics for a group (user group) and members.
3 Way Conference Call	enables a user to make a three-way call with two parties, in which all parties can communicate with each other.