

**Yomojo®**

**Business VoIP  
Service Schedule**

## **1 SERVICE DESCRIPTION**

This Service Schedule forms part of the Agreement between You and Yomojo and is applicable to Services entered into between You and Yomojo for Business VoIP Services.

### **1.1 General**

Yomojo's VoIP Service (Service) provides hosted voice and unified communications functionality delivered via IP networks.

The Service enables inbound and outbound voice calls, extension-based communications, and access to business telephony features.

### **1.2 Scope**

The Service includes:

- a. The Service includes hosted PBX functionality, SIP services, Direct In-Dial numbers (DIDs), outbound calling capability and unified communications features.

### **1.3 Service Dependency**

- a. The Service does not include internet access and relies on Customer-provided connectivity and power.

## **2 PROVISION OF SERVICES**

### **2.1 Activation**

All Services are subject to system configuration, number availability, and platform capacity.

### **2.2 Provisioning**

Provisioning includes account setup, number allocation, porting and configuration.

### **2.3 Third Party Fees and Charges**

Provisioning may be subject to third-party carrier processes and your current providers ability to release ownership of DIDs to Yomojo.

### **2.4 Early Cancellation Fees**

If the Service is cancelled by You prior to the completion of provisioning, Yomojo will pass on associated costs and fees to You and may also charge an administration fee to cover internal costs.

### **2.5 Handover of Services**

On or before the RFS Date for a Service, Yomojo will make the Service available to You and give You written notice of such availability, warranting that Yomojo has completed all testing that is reasonably necessary to determine that the Service is active.

### **2.6 Acceptance Testing**

Upon receipt of a notice from Yomojo under clause 2.5, You will have 14 days to test the Service. The Service will be accepted on the earlier of:

- b. You notifying Yomojo that the Service is accepted;

- c. expiry of the 14-day testing period without notifying Yomojo of any failure of the Service to meet the Service Levels; or
- d. You commence using the Service for a purpose other than acceptance testing.

If You notify Yomojo of a failure of the Service to meet the Service Levels, Yomojo will rectify the fault and retest the Service and repeat the steps in clauses 2.5 to this clause 2.6.

### **3 YOUR OBLIGATIONS**

#### **3.1 Address and Number information**

- a. You must provide accurate and complete Site address information to Yomojo for use in qualifying each Service.

#### **3.2 Porting and Changes**

- a. Yomojo may port numbers subject to third-party carrier processes.
- b. Yomojo reserves the right to change number allocations where required for operational or regulatory reasons.

#### **3.3 Acceptable Use Policies**

- a. You acknowledge that Services provided are subject to the relevant Fair Use Policies which are accessible by the following link: <https://www.yomojo.com.au/terms>

### **4 ACCESS**

#### **4.1 Platform Access**

The Service is delivered via Yomojo's hosted VoIP platform.

#### **4.2 Customer Requirements**

Customer must provide suitable internet connectivity, power, and equipment.

#### **4.3 Customer Responsibility**

Yomojo is not responsible for Customer network or Third-Party access performance.

### **5 MAINTENANCE**

#### **5.1 Planned Outage Periods**

Yomojo will, wherever reasonably practical in the circumstances, give You at least 5 days prior notice of any Planned Outage Period (Proposed Outage) and will consider any reasonable representations and requests by You in respect of that Proposed Outage. You acknowledge that such prior notice will not always be reasonably practicable, and that Your requests in respect of a Proposed Outage may not be acted on.

#### **5.2 Customer Responsibility**

Yomojo will use its reasonable endeavours to minimise disruption to any affected Service and the Network arising from any Planned Outage Periods.

### **6 FAULTS AND FAULT TICKETS**

#### **6.1 Reporting Faults**

You must report a Fault to the Help Desk promptly upon becoming aware of the Fault.

**6.2 Fault Tickets**

Upon being notified of a suspected Fault by You and receiving a Fault report from You, the Help Desk will assign a reference number to the Fault (Fault Ticket) and will issue that reference number to You.

**6.3 Closure of Fault Tickets**

When Yomojo has remedied a Fault, it will notify You that the Fault Ticket is “closed”.

**6.4 Faults reported in error**

If You report a Fault to the Help Desk in circumstances where the Service Disruption is not due to a Fault within the Network (for example where unavailability of the Service is caused by Customer Equipment) or the Fault is due to damage caused by You, you will bear the cost of Yomojo investigating the reported Fault.

**6.5 Fault restoration**

Yomojo will use its best endeavours to remedy each Fault within the Agreed Coverage Period in accordance with the Fault Restoration Target set out below.

The following table details the Fault Restoration Targets for Services supplied using an On-Net Network access type:

Priority Level	Urgency		
	Critical Business Service Offline	Wide-spread business impact	Service Degredation
Impact	P1	P2	P3
Fault Level	Response Time	Restoration Target No Site Access Required	Restoration Target Site Access Required
P1	0.25 hours	4 hours	4 Hours
P2	0.5 hours	8 hours	8 Hours
P3	4 hours (during business hours)	24 hours	COB Next Business Day
P4	8 hours (during business hours)	72 business hours	72 business hours

**6.6 Information Updates**

During the Remedy Period, the Help Desk will, in response to a request from You, provide updates in respect of the progress of any Fault resolution to You where such information is reasonably available to Yomojo.

**7 SERVICE CREDITS**

**7.1 Service credits**

Subject to the Service credit conditions listed in clause 7.2 and in the event of Yomojo failing to meet the Service Availability Target, the following Service credits will apply.



## **7.2 Service credit condition**

The following conditions apply to Service credits:

- a. Service credits are not available for Excluded Services or Services in Excluded Areas;
- b. Service credits apply from the first full calendar month that the eligible Service is operational;
- c. where the credit is available, the credit is the only remedy in the event of any failure to meet the defined target (where the credit is not available, no remedy is available);
- d. You must apply for the credit by contacting support and following the prescribed process for obtaining credits within 30 calendar days of the end of the month to which the credit applies;
- e. the Service credit may only be applied by way of a credit, and cannot be redeemed for cash; and
- f. the maximum Service credit available for each eligible Service in any month will not exceed 20% of the total monthly Charges for that eligible Service in that month.

## **8 CHANGES**

### **8.1 Upgrades**

You may at any time make a written request in a manner nominated by Yomojo to upgrade the bandwidth of the Service. You acknowledge that one-time Charges and additional monthly Charges may apply.

### **8.2 Service Order**

If You make a request under clauses 8.1 which is accepted by Yomojo, the parties will give effect to that change by signing the relevant change request form. In circumstances where the changes are substantial or involve an extension of the Service Term, the parties will enter into a new Service Order which, upon execution, will replace the previous Service Order.

### **8.3 Variations**

Without limiting Yomojo's rights under any other clause of the Agreement, Yomojo may:

- a. vary this Service Schedule or a Service Order immediately without notice (excluding the Charges) if required or suggested by a law or a Regulator; or a Third Party's supply terms or agreement with Yomojo is varied, terminated or replaced or due to a pass through of amendments made by a Third Party supplier and as a result of that variation, termination or replacement, Yomojo considers (on reasonable grounds) that a variation to this Service Schedule or the Service Order is necessary.

### **8.4 Cancellations**

The Agreement is a Fixed-Term Agreement (as indicated by the Customer on the Application). Therefore, if the Agreement is terminated during the minimum term for any reason other than a cancellation of the service in accordance with clause 12.1 the Customer shall be liable to pay to Yomojo a cancellation fee equivalent to the sum of:

- a. the monthly access charge referenced in Appendix C by the number of months in the unexpired portion of the contracted term.

## 9 DEFINED TERMS

Any capitalised terms in this Service Schedule, which are not defined below, have the meaning given to those terms in the Agreement. All other capitalised terms in this Schedule have the following meaning, unless the context otherwise requires:

**Customer Equipment** means all of the equipment used by You, including, but not limited to, cross-connects and cables, in connection with the Service that is not provided by Yomojo.

**Customer Network** means any network used by You, which may interact with the Service and is not provided by Yomojo as part of the Service.

**Excluded areas** means any area that cannot reasonably be accessed by road, where alternative transport is required.

**Excluded Services** refers to any Customer Network or Services which are qualified in a Service Order as being excluded.

**Excused Downtime** means the number of minutes in month, rounded to the nearest minute that the link state of the Service is 'down' due to:

- a. Your acts or omissions or the acts or omissions of Your End Users, agents, contractors or anyone You are responsible for;
- b. the acts or omissions of any Third Party or a fault on a Third Party's network or equipment;
- c. any failure, incompatibility or error in the configuration of Customer Equipment or any Customer Network;
- d. Yomojo suspending the Service in accordance with the Agreement;
- e. a Fault that arises and is resolved within a Planned
- f. Outage Period;
- g. You exceeding the maximum capacity of a port connection or any other rate limitation set out in the relevant
- h. Service Order; or
- i. a Force Majeure Event.

**Fault** has the meaning given in clause 6.2, but excludes circumstances arising as a result of a Force Majeure Event or as a result of damage caused by You or Your staff, agents or contractors. For the avoidance of doubt:

- a. except to the extent that a Planned Outage Period exceeds the planned outage window notified in accordance with clause 5.1, Planned Outage Periods are not Faults for the purposes of the Agreement; and
- b. the failure of multiple Services over a single Fibre or device is treated as a single Fault.

**Fault Restoration Target** refers to the targets set out in clause 6.5.

**Fault Ticket** has the meaning given in clause 6.2.

**Help Desk** means a service offered by Yomojo accessed by a telephone number or email address, as advised by Yomojo from time to time, which may be used to convey potential fault information to Yomojo.

**Network** means the telecommunications network operated by Yomojo, its Affiliates or by Third Parties pursuant to arrangements with Yomojo or its Affiliates.

**Planned Outage Periods** means the period during which Yomojo, or a party on behalf of Yomojo, may carry out work on its facilities, networks or systems for any reason, including arising out of or in connection with:

- a. installation of infrastructure;
- b. maintenance requirements (including scheduled maintenance);
- c. infrastructure upgrades; and
- d. Network relocation.

**Remedy Period** means the period that:

- a. commences on the earlier of when the Fault is reported to the Help Desk; and
- b. ends when the Fault is remedied.

**RFS Date** means the requested date for delivery of a Business VoIP Service, as specified in the relevant Service Order.

**Service Availability** is calculated each month as Uptime divided by (the number of minutes in the month, less Excused Downtime), expressed as a percentage.

**Service Availability Target** has the meaning given at clause 7.1.

**Site** means each of Your physical premises, located at the site addresses specified in the Service Order.

**Third Party** means a person or entity other than Yomojo or its Affiliates (and their respective officers, employees, agents and subcontractors).

**Third Party Network** means the telecommunications network operated by a Third Party pursuant to arrangements with Yomojo or its Affiliates.

**Uptime** means the number of minutes in each month where the link state of the Service is 'up', rounded to the nearest minute.