

## Voice over IP services agreement

### Definitions

These terms and conditions apply to all Neural Networks phone & voice over IP services (the "Service"). You must read and understand this agreement (the "Agreement") before using the service in whole or in part. In this agreement, "We" or "Us" or "Neural Networks" relates to Neural Networks Data Services Pty Ltd or their agents and "You" or "Customer" relates to the person, person(s) or organisation receiving the Service. A DID is defined as a phone number associated with your account, whether provided by Neural Networks, or ported to Neural Networks from another carrier. Service Availability is defined as the ability to make outbound calls, and receive inbound calls to any DID's associated with your account. "The service layer provided by Neural Networks" is defined as elements of the voice service under the direct control of Neural Networks. Also, acknowledge that these terms and conditions may vary from time to time. Notification will be provided in this case, unless variations were made due to a change in law or regulation.

### Accounts & Payments

Fees and charges applicable to your service will commence from the date of connection to Neural Networks. We will provide an invoice to you no less frequently than monthly, and you must pay these fees and charges by the invoice due date. Invoices are provided electronically, by way of a PDF document attached to an e-mail, which will be sent to an e-mail address nominated by you. If you do not pay your invoice by the invoice due date, Neural Networks will charge a ten percent late fee. Charges for hardcopy invoices may apply, if a hardcopy is requested or is deemed required. If your outstanding bills exceed an amount determined by Neural Networks, we may suspend the service until you pay all call charges owing on your account.

Your term begins when you are first connected to Neural Networks and continues for the period of time until you disconnect. Should your details change at any time, you must notify us immediately. If you want to discontinue your connection, you must give us notice by telephoning the Neural Networks accounts department (0731235311, option 3) and requesting a disconnection. The Service will be disconnected within 7 days of receipt. Neural Networks may suspend, restrict or disconnect the service under varying circumstances. A final invoice will be issued after disconnection and you must pay all fees and charges you incurred using the service, up to the date of disconnection.

Neural Networks may provide Customers and Resellers with access to the Neural Networks PBX or termination web management interface software. This software may provide figures detailing total call costs and individual call details. Where the software is provided, it is provided as a guide only and records should be kept by the Customer to check that the total provided is correct. The software should serve only as a tool for verifying the Customers own records.

### Security

All Customers are assigned a unique Neural Networks identification username and password for account management ("Transit Tracker" account details), as well as unique username's and passwords for each extension on a PBX system or termination service. The Customer should keep all passwords the Customer is given in connection with the service strictly confidential. The Customer acknowledges that Neural Networks will disclose any information in connection with the customers accounts to any person who correctly quotes the Customers password. Neural networks will never ask the customer for their password via e-mail.

When using this service, you will ensure that you and others comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority, including licence conditions, applicable to the services and their use. Failure to comply with any licence, permit or authorisation relating to the connection of equipment to the Service Delivery Point or use of the services may result in immediate termination of the agreement. In addition, you must not transmit, distribute or otherwise publish on the Service any libellous, defamatory, abusive material or material that could give rise to civil or criminal proceedings. If this occurs, Neural Networks will not be held liable for any charges incurred by these proceedings.

### Phone Numbers & Porting

Neural Networks DID's are direct in dial numbers owned by Neural Networks, which are connected to our network of voice servers. Neural Networks' incoming DID service gives you exclusive use of one or more of these numbers, so that any calls to the number will be automatically directed to your Neural Networks PBX or termination service. Neural Networks stock DID's always remain the property of Neural Networks and the use of these DID's is a service offered by Neural Networks. You cannot port a Neural Networks stock DID to another provider, unless a written request is made to, and approved by Neural Networks.

You may port your own number to Neural Networks from Telstra, Optus, Powertel or AAPT. This ported number will be the property of the customer, and not become property Neural Networks. This DID can be ported to another Telecommunications provider by the customer without notice to Neural Networks. Neural Networks provides no SLA for time taken to port numbers either to or from Neural Networks.

Initial: \_\_\_\_\_

**Services Level Agreement**

Neural Networks will maintain a minimum level of service to the voice over IP services provided to you of 99.99% service availability for the service layer provided by Neural Networks, per service month, not including scheduled maintenance. The scope of this SLA does not cover outages caused by factors outside of the control of Neural Networks, such as telco outages (Telstra, Optus, Powertel, etc.) or internet connectivity outages on the customer's side, preventing or interfering with delivery of the service. In these circumstances, Neural Networks will take all reasonable steps to minimise the effect of the outage, by routing outbound calls through another telco, or redirecting inbound calls to an alternate destination.

You will be notified by Neural Networks of any scheduled maintenance via email, at least 24 hours in advance. Neural Networks will make every effort to minimise scheduled maintenance, and it will be performed outside of business hours if possible.

If Neural Networks fails to meet the SLA target of 99.99% service availability, under the terms of this agreement, within a service month, Neural Networks will credit the customer's account to the value of 1 month's fixed monthly fees, excluding call costs and any incidental charges. Fixed monthly fees credit will include monthly service fees, DID number fees, and any other fixed, non-variable, non-incidental amounts.

**Terms of agreement**

If, in Neural Networks' opinion, you breach any of terms and conditions of this Agreement, we may suspend, terminate or limit your access to the Service and terminate this Agreement effective immediately. The termination of the Service shall not preclude Neural Networks from exercising any other rights Neural Networks may have under this Agreement. These terms, as well as the terms of the chosen Service(s) constitute the entire Agreement between the Customer and Neural Networks in relation to Service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this Agreement.

*If you agree to the terms of this agreement, please sign below, initial page 1, then fax or e-mail the signed agreement back.*

<p>EXECUTED BY: _____ (Company name)</p> <p>_____ Signature</p> <p>_____ Full name (print)</p> <p>_____ Office held</p>	<p>EXECUTED BY: NEURAL NETWORKS DATA SERVICES PTY. LTD.</p> <p>_____ Signature</p> <p>_____ Full name (print)</p> <p>_____ Office held</p>
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