

FaktorTel Pty Ltd.
Reseller Services Agreement

The Service

This Service Schedule is for the supply of VOIP Call Termination and Hosted / Virtual PBX services through the use of the FaktorTel reseller portal.

Prerequisites To Supply Of The Service

The customer must execute the FaktorTel Master Services Agreement and this Service Schedule

Parties

This schedule applies between FaktorTel Pty. Ltd. ("FaktorTel") and the customer identified in the Service Order ("Customer")

Provision of Service

FaktorTel will provide to Customer access to the FaktorTel VOIP network through the use of an agreed form of IP Transit or direct customer connection to the FaktorTel network.

Provision of further services from Customer to their Customers is self managed through the FaktorTel web portal.

FaktorTel is not responsible for connectivity between the Customers Customer and the FaktorTel network.

FaktorTel will support the following Codecs and Protocols through the FaktorTel reseller interface:

Codecs: g729, g711u, g711a, GSM

Protocols: SIP, IAX

Customer Management

For the purpose of customer management FaktorTel will provide a web portal to the reseller, allowing for the addition, management and billing of customers through the use of configurable account types.

Account types are defined by the customer.

End User & Customer Support

The FaktorTel reseller product is a wholesale product and it is the case that end user support must be done by the Customer. FaktorTel will not provide end user support to customers end users.

FaktorTel will provide support directly to a reseller or resellers company / entity.

Incoming Number Allocation

Number allocation may be performed through the web portal in varying increments however customer must acknowledge the following:

1. DID's are non-transferrable non-portable numbers and remain the property of FaktorTel at all times even when used as a number for a customers customer.
2. Local numbers (acma) are a portable number and must have the customers customer details provided for IPND and emergency services purposes.
3. International numbers provided are subject to change or disconnection without notice.
4. The customer agrees it will comply with the National Numbering Plan and any directives from the Australian Communications and Media Authority (acma). Specifically the customer agrees to allocate numbers to End Users in a way consistent with the requirements of the National Numbering plan.

Local Number Portability

FaktorTel has agreements or agreements with carriers allowing local number portability in and out of the FaktorTel network with the following providers:

- (a) Telstra
- (b) Optus
- (c) AAPT

Customer acknowledges that at the time of this agreement FaktorTel is unable to port in or out to any other network and indemnifies FaktorTel from action attempting to force porting to and from other networks.

Customer agrees that they will provide a signed porting authority form to FaktorTel for every local number port requested.

Customer agrees that local number portability may not be possible in some cases dependent on circumstances beyond FaktorTel's control.

Legal Interception

The customer acknowledges that FaktorTel will abide by law enforcement requests for legal interception and may not inform the Customer before issuing a legal intercept on an end users account.

Caller ID (CLI)

The FaktorTel reseller portal allows for “CallerID Overstamping” otherwise known as “Trusted Source”. The Customer agrees to send only Valid Australian CallerID information over the PSTN and Mobile networks. In the event that an invalid CallerID is passed FaktorTel will immediately overstamp the invalid CallerID as “Private”.

If the customer continues to send invalid or misleading CallerID information, FaktorTel may at it’s discretion remove CallerID overstamping capability from the Customer until such time as the customer can rectify the issue.

Inbound CallerID is provided on all incoming numbers.

Customer acknowledges that in some circumstances inbound and outbound CID may not be displayed to the end user. Circumstances may include but are not limited to an invalid CID sent to the customer, or backup routes used due to primary circuit failure or maintenance.

CDR and Call Rating

FaktorTel will provide FTP access to CDR records. All CDR records will be tariff rated against the plans and packages set in the reseller interface. Please see “FaktorTel Technical Specifications” documentation for detailed information on retrieval.

Customer agrees that FaktorTel’s records are prima face evidence of the customers use of the service and the charges payable.

Emergency Services

FaktorTel will provide access to emergency services through the use of FaktorTel’s IPND connection. IPND data will be collected and submitted daily to the IPND.

All customers will be allocated a non-geographic or geographic number for use with emergency services.

It is customer’s responsibility to ensure all emergency services details are correct.

Payment

Voice Minutes are a usage based service and are charged monthly in arrears.

Fixed price services associated with the voice service are charged monthly in advance.

Payment terms are Invoice 30 days, 7 days to pay (30/7).

Service Level Agreement (SLA)

Due to the nature of the service, FaktorTels Reseller service carries no service level agreement . FaktorTel's reseller platform is a direct descendant of the core FaktorTel service and therefore shares the same 24x7 monitoring and engineering team to ensure maximum uptime.

Service Level Agreements may be available on additional service contracts where a connection to the FaktorTel network bypasses the open internet.

Service Maintenance and Outages

From time-to-time FaktorTel will commence maintenance work on its network. During these times FaktorTel will make it's best effort to contact customers and advise in advance of scheduled maintenance work.

Agreement Term

The service will be provided on a month by month basis.