

# OUR CUSTOMER TERMS TELSTRA GENESYS CLOUD MANAGED SERVICES



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## TELSTRA GENESYS CLOUD MANAGED SERVICES



Certain words are used with the specific meanings set out below or in [the General Terms section of Our Customer Terms](#)

### 1 ABOUT THE TELSTRA GENESYS CLOUD MANAGED SERVICES SECTION

- 1.1 This is the Telstra Genesys Cloud Managed Services (**Managed Services**) section of Our Customer Terms.
- 1.2 Unless you have entered into a separate agreement with us which excludes them, the General Terms section of Our Customer Terms and the General Terms of the Cloud Services section of Our Customer Terms also apply.
- 1.3 See section one of the General Terms of Our Customer Terms at <http://www.telstra.com.au/customer-terms/business-government/index.htm> for more detail on how the various sections of Our Customer Terms are to be read together.
- 1.4 See section one of the General Terms of the Cloud Services section of Our Customer Terms at <https://www.telstra.com.au/customer-terms/business-government/cloud-services> for more detail on how the various parts of the Cloud Services section of Our Customer Terms are to be read together.
- 1.5 Managed Services are not included as part of your Telstra Contact Centre Genesys Cloud Service (**Genesys Cloud Service**) and are only available as an optional add on to your Telstra Genesys Cloud Service. The Genesys Cloud Service section of Our Customer Terms also apply - see [Our Customer Terms Telstra Contact Centre Genesys Cloud](#).

#### Inconsistencies

- 1.6 If there is any inconsistency in the different terms that apply, the document appearing first in the list below will take priority to the extent of that inconsistency:
  - (a) this Managed Services section of Our Customer Terms;
  - (b) the Genesys Cloud Service section of Our Customer Terms;
  - (c) the Cloud Services section of Our Customer Terms; and
  - (d) General Terms of Our Customer Terms.
- 1.7 If a provision of this section of Our Customer Terms gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

### 2 TELSTRA GENESYS CLOUD MANAGED SERVICES (MANAGED SERVICES)

#### What's included in the Managed Services?

- 2.1 Your Managed Services include the features and inclusions as set out in your application form or separate agreement with us. Depending on what is set out in your application form or separate agreement, your Managed Services may include:
  - (a) specified Moves Adds Changes (**MACs**);
  - (b) "How to" Support;

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- (c) meeting(s) with you in relation to the Genesys Cloud product roadmap;
- (d) monthly meetings to perform check-ins and reviews of your Genesys Cloud Service;
- (e) meeting(s) with you in relation to service targets and incidents;
- (f) configuration management;
- (g) support on AppFoundry integrations or other custom integrations; and/or
- (h) annual administration training.

### Exclusions

2.2 The following are not included in your Managed Services:

- (a) the Standard Support for your Genesys Cloud Service (which is detailed in the Genesys Cloud Service section of Our Customer Terms at [Our Customer Terms Telstra Contact Centre Genesys Cloud](#));
- (b) management and support for mobile phones;
- (c) management and support for conferencing services;
- (d) running of contact centres;
- (e) maintenance of telephone handsets;
- (f) procurement of hardware and software or equipment and supply and installation;
- (g) building cabling plant;
- (h) provision of utility services, such as electricity;
- (i) maintenance of external batteries and power devices that are not attached to equipment we maintain under these terms;
- (j) system integration (unless specifically covered under your Managed Services in your application form or separate agreement with us)
- (k) any network rationalisation, upgrade or conditioning (including, but not limited to, QoS, PoE, VLAN or network redesign);
- (l) provisioning or support for any desktop application;
- (m) LAN, WAN or MAN cabling or network maintenance;
- (n) security management;
- (o) other Telstra products and services that maybe covered under a separate agreement; and
- (p) anything else not expressly set out in your application form or separate agreement with us.

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### Moves Adds Changes (MACS)

- 2.3 We will manage your service requests to move, add, change, remove, upgrade, delete and reconfigure in accordance with your application form or separate agreement with us.
- 2.4 Any MACs not outlined in your application form or separate agreement with us will be provided at additional cost (in accordance with our then-current schedule of professional services costs for Genesys Cloud Service as made available to you on request). We will provide you with a Change Request for any additional MACs you request from us.
- 2.5 We will not make any changes to your Managed Services without your consent.
- 2.6 If you request MACs, we will:
- (a) liaise with our other service areas;
  - (b) liaise with our technical areas, as needed;
  - (c) track progress of your request;
  - (d) confirm completion and close of your request; and
  - (e) update your configuration records following completion of your request.
- 2.7 If you or a third party perform a change to your Genesys Cloud Service and a MAC is required to remedy a defect or issue as a result of that change, we may charge you additional fees for providing the remediation.

### "How to" Support

- 2.8 Our Service Desk will respond to inquiries relating to the use of the functionality and performance of the Genesys Cloud Service. If our Service Desk cannot provide an immediate response to an inquiry for "How to" support, we will try (but we do not guarantee) to address the inquiry within 2 Business Days.
- 2.9 "How to" support excludes handsets and other equipment that is not supported by us (including where it is at a site we do not support, or where it is not listed in your separate agreement with us).

### Meetings

- 2.10 We will participate in meetings with you to:
- (a) review the Genesys Cloud Service and the Genesys Cloud product roadmap, and review where new features or changes may be beneficial for your organisation and provide recommendations;
  - (b) check-in on how your Genesys Cloud Service is performing and look at any areas for optimising the use of the service and provide recommendations;
  - (c) review our provision of the Managed Services against the service targets;
  - (d) identify areas (if any) for improvement in our provision of the Managed Services; and
  - (e) agree actions to improve our provision of the Managed Services and review our



performance against those actions.

### **Configuration Management**

- 2.11 We will use reasonable endeavours to track and record changes in your Genesys Cloud Service for authorised changes made by Telstra or our Telstra Partner team by collecting and updating the configuration information relating to:
- (a) your Genesys Cloud system configuration and dial plan related to Genesys Cloud Service; and
  - (b) your services supplied by us, including:
    - (i) each telecommunications service by its Full National Number (**FNN**);
    - (ii) telecommunications service type; and
  - (c) Genesys Cloud configuration and interactive voice response menu structures, if applicable.

### **AppFoundry and Other Custom Integrations**

- 2.12 We may, but are not required to, liaise with Appfoundry and other suppliers to the extent required by us to provide the Managed Services, provided:
- (a) you have notified us in writing that you require us to liaise with those suppliers;
  - (b) you have notified your suppliers of our role as provider of the Managed Services; and
  - (c) each of your suppliers provides us with their reasonable co-operation and assistance.
- 2.13 Your suppliers' performance remains your responsibility.

### **Reporting**

- 2.14 We will provide you with the reports included with your Managed Services as set out in your application form or separate agreement with us.
- 2.15 You may request additional non-standard reports and, where we agree, we will provide you with those non-standard reports, with scope agreed between you and us in writing, at an additional cost.

### **Additional Work**

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

## **3 ELIGIBILITY**

- 3.1 You must have and maintain a Genesys Cloud Service with Telstra to be eligible to purchase and receive the Managed Services.

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### 4 RESTRICTIONS AND USE

4.1 Managed Services are not available to Telstra Wholesale customers or for resale.

### 5 TERM, TERMINATION AND VARIATIONS

#### Term

5.1 The term of our agreement for Managed Services comprises:

- (a) the term outlined in your application form or separate agreement with us (**Initial Service Term**); and
- (b) any additional period we may provide you with Managed Services under clause 5.5 below (**Renewal Term**);

(together, the **Service Term**).

5.2 Our agreement with you for Managed Services begins:

- (a) where you purchase Managed Services with a new Genesys Cloud Service, on the Start Date of your Genesys Cloud Service; or
- (b) where you purchase Managed Services for an existing Genesys Cloud Service, on the date you sign your application form or sign your separate agreement with us.

5.3 Our agreement for Managed Services continues until the earlier of:

- (a) the end of your Service Term; or
- (b) the expiry of your Genesys Cloud Service contract term (in which case your Managed Services will be charged on a pro-rata basis).

5.4 You must let us know if you want to renew or end your Managed Services by notifying us 45 days prior to the expiry of the Initial Service Term or then current Renewal Term.

5.5 If you notify us that you wish to renew your Managed Services in accordance with 5.4, subject to your Genesys Cloud Service continuing, your Managed Services will be renewed for an agreed Renewal Term at the then current pricing for Managed Services (which will be provided to you).

5.6 If you do not notify us that you want to renew or end your Managed Services in accordance with 5.4, subject to your Genesys Cloud Service continuing, we will continue to provide your Managed Services on a month-to-month basis at the then current pricing for Managed Services (which will be provided to you) until either you or we cancel your Managed Services with at least 45 days' notice.

#### Early Termination

5.7 You may cancel your Managed Services at any time by giving us 45 days written notice.

5.8 If during the Initial Term or any subsequent Renewal Term your Managed Services are terminated for any reason other than our material breach (including where your Genesys Cloud Service is terminated for any reason other than our breach) then we may charge you an Early Termination Charge calculated as follows:

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$$\text{Early Termination Charge (ETC)} = ((25\% \times A) \times B) + C$$

Where:

"A" = the agreed charges for the Managed Services as at the date you notify us of termination.

"B" = the number of months (or part of a month) or years (or part of a year) remaining in the relevant term.

"C" = any unpaid, discounted or waived setup or professional service charges associated with your Managed Services.

You acknowledge that this amount is a genuine pre-estimate of the loss we are likely to suffer.

- 5.9 If you have pre-paid your Managed Services fees and we are entitled to an Early Termination Charge under clause 5.8 above, then we will refund an amount calculated as follows:

$$\text{Refund} = (A \times B) - \text{ETC}$$

Where:

ETC = the early termination charge calculated in accordance with clause 5.8.

"A" = the agreed monthly charges for the relevant service term for the Genesys Cloud Service as at the date you notify us of termination.

"B" = the number of months (or part of a month) or years (or part of a year) remaining in the relevant service term.

### **Expiry or Termination of our Supply Agreements**

- 5.10 If we are unable to supply your Managed Services due to the expiry or termination of any agreement between us and any of our suppliers we may cancel your Managed Services (or any part of them) without liability to you. We will give you as much notice as possible in the circumstances.
- 5.11 If we cancel your agreement under clause 5.85.10, where you have prepaid for your Managed Services we will refund you any amount paid for the unused portion of the Managed Services.

### **Automatic Termination**

- 5.12 Despite anything to the contrary in this Managed Services section of Our Customer Terms, your Managed Services will be automatically terminated if your corresponding Genesys Cloud Service is terminated or expires for any reason.

## **6 CHARGES**

### **Service Fees**

- 6.1 You agree to pay us all the applicable fees and charges incurred in respect of your Managed Services.
- 6.2 The fees and charges for your Managed Services are as set out in your application form or separate agreement with us. For the avoidance of doubt, these charges do not include any charges for your associated Genesys Cloud Services.

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- 6.3 You can choose to pay the fees and charges for your Managed Services either monthly or annually in advance, however your payment cycle must align with your payments for your Genesys Cloud Service.
- 6.4 If the fees and charges for your Managed Services are on a per Genesys Cloud Service user basis, then:
- (a) if you add additional users to your Genesys Cloud Service during the Service Term, additional charges will apply for your Managed Services, as set out in your application form or separate agreement with us. These additional charges will be pro-rated to align with your Service Term.
  - (b) If the number of users on your Genesys Cloud Service exceeds the limit set out in your application form or separate agreement with us in any given month, we may charge you an additional fee for these additional seats or users. This will be charged retrospectively at the demand/burst rates set out in your application form or separate agreement with us.

### **Location and Travel Costs**

- 6.5 We may provide the Managed Services remotely or by attending your premises.
- 6.6 Where we are required to attend at your premises, our travel costs are included in the charges for your Managed Services if the premises is within 50kms of the CBD of Sydney, Melbourne or Brisbane. In all other cases, we will charge you an additional fee for travel and other reasonable costs and expenses and will provide you with a Change Request setting out the applicable charges and scope.

### **Additional charges**

- 6.7 If resolution of an incident requires equipment maintenance, we will only provide you with that service if equipment maintenance is a feature of your Managed Services. If equipment maintenance is not a feature of your Managed Services, you may request, and we may agree to provide the service to you with the scope and additional charge set out in a Change Request.
- 6.8 If we identify a problem relating to intrinsic deficiencies in your infrastructure, we may advise you of our findings and any recommendations for your consideration. On your request, we will provide a scope of work (including applicable charges) to rectify those deficiencies that will be subject to your agreement.

## **7 CHANGES TO YOUR MANAGED SERVICES**

- 7.1 You may request:
- (a) a change (including adding features or inclusions) to your Managed Services by notifying us in writing of the change(s) you require, in which case we will liaise with you to determine if we can deliver your Managed Services according to the proposed changes; or
  - (b) that we perform additional out-of-scope work in relation to your Genesys Cloud Service or Managed Services, such as consultancy services, project management, technology refreshes, training services or other unforeseen work, in which case if we agree to provide such additional out-of-scope work we will liaise with you in relation to the relevant scope and additional charges.



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- 7.2 If you and we agree in principle to the proposed changes or additional out-of-scope work requested by you in accordance with clause 7.1, we will provide you Change Request that describes:
- (a) the agreed change(s) or additional out-of-scope work;
  - (b) the fees and charges for such change(s) or additional out-of-scope work; and
  - (c) any additional terms that apply to the change(s) or additional out-of-scope work.
- 7.3 Within five Business Days of receiving a Change Request from us, you must:
- (a) accept the Change Request by signing and dating the Change Request and returning it to us at the address nominated by us from time to time; or
  - (b) reject the Change Request by notifying us in writing.
- 7.4 If you:
- (a) accept the Change Request, then the changes outlined in the Change Request will be incorporated into your agreement for Managed Services; and
  - (b) reject a Change Request your Managed Services will continue to be provided on the existing terms without any amendment.
- 7.5 Any increase in the number of agreed Genesys Cloud Service seats or users covered under your Managed Services must be agreed in a Change Request.

## 8 SERVICE DESK

- 8.1 Our Service Desk contact details for your Managed Services are set out below:

Email: [telstragenesyspurecloud@team.telstra.com](mailto:telstragenesyspurecloud@team.telstra.com)

Phone: 1800 932 122

T Connect Portal: You may also reach us through T Connect if you use T Connect Portal

Telstra Partner: Our Telstra Partner will advise you of their service desk when you sign up to received Managed Services. If you acquire your Managed Services through our Telstra Partner, the Telstra Partner's service desk should be your initial contact point. You are also welcome to contact the Telstra Service Desk directly.

- 8.2 The Service Desk is your first point of contact for the Managed Services.

- 8.3 The Service Desk will:

- (a) provide job reference numbers to the person who logged the request;
- (b) make an initial assessment and, if appropriate, attempt to resolve the incident or satisfy the service request, or refer it to the Managed Services team;
- (c) provide updates on service requests to the person who logged the request; and
- (d) close incidents or service requests after confirming that the person who logged the call,

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or the authorised user, is satisfied that the incident has been fixed or that the service request has been completed.

8.4 The operating hours of the Service Desk for Managed Services are 7.00am to 7.00pm Australian Eastern Standard Time, Monday to Friday (excluding public holidays). You may contact the Service Desk outside those hours, however your request will only be actioned during those hours.

### 9 MANAGED SERVICES TARGETS

#### Service Target Management

9.1 We aim (but do not guarantee) to:

- (a) meet the service targets set out in 9.2 below (Service Targets);
- (b) identify and monitor the performance of the Managed Services against the Service Targets; and
- (c) escalate any failure to meet the Service Targets.

#### Service Targets

9.2 The Service Targets for the Managed Services are as set out below

Service	Service Target						
Basic "How To". <i>Basic "how to" can be covered with you within 30 minutes</i>	1 Business Day						
Complex "How To" <i>Complex "How To" require a more detailed engagement with you greater than 30 minutes</i>	2 Business Days						
Basic MACS included in your Managed Services	1 Business Day <table border="1" style="width: 100%; background-color: #e6f2e6;"> <thead> <tr> <th>Change Type</th> <th>Capped effort per request</th> </tr> </thead> <tbody> <tr> <td>Add new agents</td> <td>Capped at 5 agents per request</td> </tr> <tr> <td>Change time of day routing for Business Hours or Holidays</td> <td>30 minutes</td> </tr> </tbody> </table>	Change Type	Capped effort per request	Add new agents	Capped at 5 agents per request	Change time of day routing for Business Hours or Holidays	30 minutes
Change Type	Capped effort per request						
Add new agents	Capped at 5 agents per request						
Change time of day routing for Business Hours or Holidays	30 minutes						
Other MACs included in your Managed Services	Collection of your MAC business requirements from you within 2 Business Days from initial response to your request. Implementation of your MAC may vary depending on the nature of the change and scheduling at a time suitable for you. We will endeavour (but do not guarantee) to meet your required timelines.						
Review Meetings	These will be scheduled at a mutually agreed time.						

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	We will aim to deliver this as scheduled. If we are required to reschedule the meeting we will aim to provide you with 1 full Business Day's notice.	
<p>Restoration of your Genesys Cloud Service in the event of an error or incident that:</p> <ul style="list-style-type: none"> <li>falls within one of the severities outlined in the table; and</li> <li>is caused by a change to your Genesys Cloud Service made by us in the performance of the Managed Service.</li> </ul>	<p><b>Severity 1:</b> your Genesys Cloud Service is experiencing a severe problem resulting in an inability to perform a critical business function such as inbound voice routing and outbound dialling, email or web chat; and there is no workaround</p>	4 hours during Business Day
	<p><b>Severity 2:</b> your Genesys Cloud Service is operational and you are able to perform job functions but performance is degraded or severely limited.</p>	2 Business Days
	<p><b>Severity 3:</b> your Genesys Cloud Service is operational the ability to perform job functions is largely unaffected, but noncritical functions or procedures are unusable or hard to use; and a workaround is available.</p>	5 Business Days

9.3 The service targets for your Genesys Cloud Service are separate to these Service Targets and are set out in the applicable section of Our Customer Terms for your service found here: [Our Customer Terms Telstra Contact Centre Genesys Cloud](#)

9.4 Our Service Targets are measured over each billing month, during our Managed Services hours of operation. We aim, but do not guarantee, to meet the Service Targets.

9.5 We measure the MAC completion time from the time the Service Desk records your complete MAC request to the time the service desk closes the MAC request (as set out in these terms) or to the time the Service Desk has made reasonable efforts to close the MAC request (whichever happens first).

### Service Target Exclusions

9.6 The following events are excluded from the calculation of the Service Targets:

- (a) Managed Services requests that are not notified to the Service Desk as the first point of contact;
- (b) any action or inaction by us at your direction, against our reasonable advice, such as a failure to refresh or upgrade software or equipment;
- (c) where you have not complied with your obligations under these terms;
- (d) delays caused by you or a third party, including any delay caused by us seeking your or a third party's approval or authorisation;
- (e) work undertaken by your suppliers or a third party;

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- (f) additional work, whether carried out on these terms or otherwise;
- (g) any incident or problem relating to your Genesys Cloud Service this is covered under the Standard Support for the Genesys Cloud Service; or
- (h) any events not within our reasonable control.

### 10 YOUR OBLIGATIONS

10.1 To enable us to provide the Managed Services, you must:

- (a) all required business and technical information, including any information requested by us for the Managed Service;
- (b) provide input into any risk registers, risk assessments and plans for the Managed Service;
- (c) provide details of your main account contacts and contacts for escalation if any issues arise during the Service Term;
- (d) appoint at least one technical resource (or team) responsible for IT operations to be an authorised administrator on your Genesys Cloud Service to facilitate the provision of Managed Services, provide assistance and input as required by us, raise change requests and service requests on behalf of your users and otherwise liaise with us as required;
- (e) ensure that your third party suppliers co-operate with us and provide us with any information, assistance, and approvals we reasonably require to perform the Managed Service; and
- (f) give us and our Telstra Partner all consents, approvals and physical or remote access to the systems covered under the Managed Services

10.2 You agree to inform us of:

- (a) any activity that may affect our delivery of the Managed Services including any interruption to the electricity supply to the premises and changes to your telecommunications services; and
- (b) any changes to your authorised users who are authorised MACS, or internal procedures which may affect our provision of the Managed Services.

10.3 You must have and maintain (and where applicable, provide us with) all licences (including those related to software), authorisations, permits and consents necessary to enable us to access your premises and systems (including the Genesys Cloud Service) as required to perform the Managed Services.

### 11 INTELLECTUAL PROPERTY

11.1 If we provide you with any documents, processes, service configurations, software or other materials as part of your service, we (or our licensors) will:

- (a) continue to own the intellectual property rights in those materials; and
- (b) grant you a non-exclusive, not transferable licence to use that material solely for

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purposes required to meet your obligations under this agreement for Managed Services.

- 11.2 If you provide us with material relevant under these terms, you grant us a non-exclusive, non-transferable, royalty-free licence to use that material for purposes of or relating to the provision of your Managed Services.
- 11.3 You must immediately inform us if you become aware of any infringement or suspected infringement of our intellectual property rights.

### 12 LIABILITY AND INDEMNITY

- 12.1 Without limiting anything else in this Managed Services section of Our Customer Terms, the Genesys Cloud Service section of Our Customer Terms or the General Terms of Our Customer Terms, we're not responsible or liable in any way for any delay or failure by us or our Telstra Partner to perform the Managed Services where:
  - (a) you failed to provide any approval, consent or access to us or our Telstra Partner; or
  - (b) you are otherwise in breach of this agreement.
- 12.2 You indemnify and hold us harmless from any claim, demand or damage, including reasonable legal fees, asserted by any third party due to or arising out of the Managed Service.

### 13 DEFINITIONS

The following words have the following special meanings, unless otherwise indicated in this section of Our Customer Terms:

**AppFoundry** means Genesys marketplace website where you may purchase third party software applications to integrate with the Genesys Cloud Service.

**Basic MACs** means the MACs identified as such in your Managed Services.

**Business Day** means any day other than a Saturday, Sunday or recognised public holiday in the State or Territory of the premises to which your Managed Services are provided.

**Change Request** means the request for changes to your Managed Services described in 7.2

**Genesys Cloud Service** means the Genesys Cloud Service we supply to you under a separate Service Schedule or under a separate agreement.

**Genesys Cloud Service Start Date** means the start or commencement date for your Genesys Cloud Service, which is determined in accordance with the terms that apply to your Genesys Cloud Service.

**Initial Service Term** has the meaning given to it in 5.1.

**MACs** means Moves, Adds and Changes.

**Managed Services** means the features and inclusions for your Managed Services as outlined in your application form or separate agreement with us.

**Renewal Term** has the meaning given to it in 5.1.

**Service Desk** means the service desk described in 8.

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**Service Term** has the meaning given to it in 5.1.

**Standard Support** means the support services included in your Genesys Cloud Service.

**Telstra Partner** means a contractor of Telstra who is authorised as a Genesys Cloud dealer and who may provide all or part of the Managed Services.