

QUOTE & INVOICE TERMS



TERMS & CONDITIONS

INSTALLATION ASSUMPTIONS

In calculating the services cost, the following assumptions have been made.

- 1. Assumes work to be carried out in one cutover.
- 2. Assumes structured cabling system is in place.
- 3. Assumes there is an available patch cabinet with patch panels and the structured cabling is terminated at that cabinet.
- 4. Assumes there is a 19" cabinet in the Communications Room.
- 5. Assumes availability of dedicated power circuits and sufficient power leads provided near enough to service the hardware.
- 6. Assumes a protective earth is available at the installation location.
- 7. The Customer will be liable for the cost and installation of any third-party services that may be required in connection with the commencement of Key Integration services.
- 8. The provided quote does not include any additional cabling such as outlet or riser cabling. If required a cabling quote can be provided or carried out on a do and charge basis.
- 9. Does not include the provision of RJ45 to 610 outlet adaptors.
- 10. The success of a Voice over IP solution is dependent on the ability of the Wide Area Network to support it. To guarantee success, a network audit is required. Due to bandwidth availability and varying network environments, some parameters set out in the product manuals may not apply. If VoIP is to be used on site, Key Integration have prepared a document "VoIP installation document" (available upon request) that is required to be completed prior to the installation. This will assist in the correct implementation of the VOIP network.
- 11. The above investment summary assumes that each VoIP handset proposed will be powered remotely. No power packs have been included.
- 12. Assumes the the Customer should comply with the ambient Temperature for the room where the Pabx will be install:
 - for maximum reliability, it is recommended customer comply with an ambient temperature of between 5 and 40 degrees Celsius, with a maximum variation of 5 degrees Celsius per hour.
 - Humidity: the humidity must be in the range 10% 80% (no condensation) with a maximum variation of 10% per hour.
 - Storage Temperature: the temperature must be kept between -20 and +70 degrees Celsius.
 - Humidity: the humidity must be kept in the range 10 95% (no condensation).
 - No vibration, even intermittent, may be transmitted to the equipment when running.
 - Choose a dry, clean and well ventilated location.
 - Maintain an ambient air flow to ensure normal ventilation. If the air flow is blocked or restricted, of the incoming air is too hot, overheating is
 possible
 - · Ensure that no objects are placed on the upper part of the system to restrict the extraction of hot air.

Cabling Assumptions

All maintenance is carried out by accredited Alcatel-Lucent technicians and under the management of Key Integration and their Customer Support Centre.

Allow at least two weeks from the time the finance is approved for system installation.

If for any reason Key Integration is required to reschedule an installation or any work due to incomplete cabling or any reason as outlined in this document, all costs will be passed on to the customer on top of the quoted price.

Exclusions

Key Integration will not be responsible for the following services:

- . Patch Leads
- . Patch Panels
- . RJ11 Converters (for old jacks)
- . External Music sources
- . External Modems
- . Rewiring of existing jacks
- . Running of any cables to new position of the PBX
- . Computers required for applications
- . PC software/config alterations to cater for new application
- In the event that this quote contains the intention to port CLI or Caller Identification number across to Key Telecom Pty Ltd then it is understood that the customer excepts responsibility of any existing charges from the previous carrier during this time.



Services Scope

The following services have been included as part of the proposal:

Project Management

Key Integration will appoint a highly trained project specialist and installation team who will verify that pre-installation service pre-requisites are met, and schedule delivery of services.

The project management team will provide:

- . A Single point of communication to the customer
- . Distribution of all related documentation
- . Head project meetings and workgroups
- . Escalation and resolution of issues
- . Project completion

Data Collection

Key Integration will provide documentation that will enable the customer to collect all the relevant information required to program the equipment. This includes:

- . Carrier number ranges to be used
- . Extension labelling and numbering
- . Extension features
- . All system routes
- . Day call transfer
- . Night call transfer
- . Voice mailbox users
- . Call redirect options
- . Pick up groups, hunt groups
- . Auto-Attendants (if applicable)

The Key Integration project management team will be available to assist in the data collection but the accuracy of the final data is the responsibility of the customer.

PROGRAMMING OF PABX

The PABX will be programmed fully tested to meet all of the functionality described in the data collection package.

INSTALLATION

Key Integration will provide the following installation services:

- . Unpacking and checking of equipment
- . The installation of the PABX and modules
- . Deployment of all digital handsets
- . Connection of provided carrier services to the PABX
- . Connection of provided MOH and modem services to the PABX
- . Pre cutover testing
- . Cutover activities
- . Site records

TRAINING

The customer will be required to allocate sufficient time and resources to cater for the following training areas.

- . Handsets (User training)
- . Call centre agent training (if applicable)

Key Integration Pty Limited will provide all necessary documentation during the training process.

ASSUMPTIONS

In planning for the final installation cost the following assumptions have been made:

- . A cabling documentation is provided
- . Sufficient cabinet space for the installation of each module in the communication room if available
- . Sufficient power outlets for each module are provided
- . A structured cabling system is in place
- . A Patch Panel is installed for the connection of each extension
- . Configuration of fax machine to be protocol T.38 complain.
- . Customer shall: Maintain the Equipment in a clean, safe and accessible environment.

Indemnify Key Integration Pty. Ltd. against any consequential

Loss or damage caused due to system failure. Operate the equipment in the manner for which it is designed and according to the manufacturer's specifications



1. Price / Quotation

- 1.1 All Prices are in Australian Dollars exclusive of GST unless stated otherwise
- 1.2 Full details of the Services and Incoming Telephone number Range involved in the Installation must be disclosed at the time a quotation is made. It should be explicitly noted that the quotation is provided on the basis of this information. The "quotation information" must be filled out to help in this process.
- 1.3 The Customer must provide power outlets and connection points for the facilities and equipment at the Customer's own expense.
- 1.4 The Customer will be liable for the cost and installation of any third party services that may be required in connection with the commencement of Key Integration services, sufficient patch panels must have been installed for the connection of each extension and sufficient power leads provided near enough to service the hardware.
- 1.5 Due to bandwidth availability and varying network environments, some parameters set out in the product manuals may not apply. If VoIP is to be used on site, Key Integration Australia Pty Limited have prepared a document "VoIP installation document" that is required to be completed prior to the installation. This will assist in the correct implementation of the VoIP network.

2. Terms of Payment

2.1 The Customer shall pay the agreed financed (if applicable)

3. Purchase Order Confirmation

- 3.1 The Customer shall issue by fax or electronically a Purchase Order to Key Integration
- 3.2 Key Integration shall issue an Order Confirmation to the customer within seven (7) calendar days after receipt of a technically and commercially competent Purchase Order.
- 3.3 The Order Confirmation shall be binding between Key Integration and the Customer.

4. Implementation

- 4.1 Implementation Services shall commence upon receipt of order and Notice to Proceed from the customer.
- 4.2 The implementation period shall be mutually agreed with the customer, on the assumption that all related requirements are ready prior to the start of implementation.
- 4.3 Key Integration shall not be held responsible for the delays and non-performance caused by unforeseen hindrances such as cases of Force Majeure and all other circumstances beyond Key Integrations control. Such events shall entitle Key Integration to extend the implementation period to a reasonable time and subsequently charge for additional related costs for the delays incurred.

5. Special Provisions

- 5.1 In no event shall Key Integration be liable for indirect, incidental, special or consequential damages for whatever reason.
- 5.2 Changes in the given Services Scope shall be mutually agreed upon by Key Integration and the customer. Any costs incurred by Key Integration in addition to the agreed contract/purchase order Price arising from changes in the given Services Scope and/or delays in the implementation schedule shall be charged accordingly.

6. Confidentiality

6.1 This document and/or its corresponding information contents are only for the customers use. Strict confidentiality shall be observed wherein such information may not be divulged to any third party without the written consent of Key Integration

7. Billing Period

7.1 This offer remains valid for fourteen (14) calendar days, thereafter subject to written confirmation by Key Integration and the customer.

8. Warranty

- 8.1 A twelve (12) month solution warranty period applies to the services provided by Key Integration otherwise noted on the quotation provided.
- 8.2 This solution warranty relates only to work identified in a technical specification provided by Key Integration and approved with the signature of an authorised officer of the Client.
- 8.3 The solution warranty provides that equipment and other party services supplied, meet the minimum specifications required to successfully enable services supplied by Key Integration.
- 8.4 Key Integration will not cover under warranty any item that has been mishandled and/or otherwise interfered with by unauthorised personnel.