

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: CLOUD PSTN CONNECT

PART A – PRODUCT OVERVIEW

Cloud PSTN Connect service is a cloud calling capability which enables the interoperability to the customers cloud based servers for voice services by allowing you to define SIP trunks between the Public clouds compute services and One New Zealand SIP services. This is a dedicated and redundant voice service between the New Zealand Public Switched Telephone Network (PSTN) and Microsoft and Amazon Clouds.

PART B – TERMS AND CONDITIONS

1. YOUR CLOUD PSTN CONNECT (“VCPC”) SERVICE

- 1.1 The Cloud PSTN Connect service is made up of the following components:
 - (a) Connectivity between your Microsoft or Amazon based services and One New Zealand SIP services.
 - (b) The VCPC Services (as set out in clause 2)
 - (c) SIP channels and Calling Plans (as set out in the pricing schedule).

2. PORTING

- 2.1 Any numbers that are ported from your previous service provider to One New Zealand will have all the services associated with the numbers disconnected by the previous service provider. Some services provided by the previous service provider may not be able to be supported by VCPC.
- 2.2 It is your responsibility to check your existing contract to see if there are any outstanding obligations you may have to a previous service provider, including for unpaid invoices, early termination charges and/or porting charges.
- 2.3 Porting may incur separate charges. Refer to the Pricing Schedule for details of all applicable service components

3. CALLING CHANNELS

- 3.1 Multiple Calling Channels can be delivered concurrently over your VCPC service and are treated as a ‘pool’ of available channels for carrying voice calls to and from the PSTN. The number of available Calling Channels can be scaled up or down at your discretion, provided that any downscaling below the minimum volume of Calling Channels set out in the Pricing Schedule may incur additional Charges.
- 3.2 Calling Channels determine how many calls can be held at the same time both to and from the PSTN from your Site. Each Calling Channel can carry one call at a time.

4. ORDERING COMPONENTS

- 4.1 Components described in the SOW on the terms set out in this Agreement. By submitting a Statement of Work (“SOW”) to us you are making a binding offer to acquire the components described in the SOW on the terms set out in this Agreement.
- 4.2 There may be professional services required to configure the VCPC service.

5. VCPC SELF SERVICE PORTAL

- 5.1 You will receive access to the Self Service Portal as part of your VCPC Service. We will provide details on how to access and log in to the Self Service Portal.

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- 5. 2 The Self Service Portal provides a secure login. Each User will be provided with their own username and password. Each User is responsible for changing their passwords and keeping them updated in accordance with good security practice. You must not share your password or login details with others. Selected Users will have the ability to manage other User's features and any customer level features. You will need to accept the portal terms upon login to the Self Service Portal.
- 5. 3 The Self Service Portal makes available a comprehensive set of management reports listed in the table below. The Self Service Portal includes easy to use filters for number and date ranges, plan type, etc. Data can be exported as CSV files and reports as PDFs at the click of a button, and can be emailed automatically if required.

Report Name	Description
CDR	Near real time call records including calling, called, and redirected numbers, start time, duration and call charges.
Calls By Destination Count	Total call count to destinations in descending order for selected period including duration and call charges.
Calls By Destination Duration	Duration of calls to destinations in descending order for selected period including total call count and charges.
Calls By Destination Charge	Call charges to destinations in descending order for selected period including total call count and duration.
Calls By Date Count	Total count of calls from all numbers by date for selected period, includes total duration and call charges.
Calls By Date Duration	Total duration of calls from all numbers by date for selected period including total count and call charges.
Calls By Date Charge	Total charge for calls from all numbers by date for selected period including total count and duration.
Most expensive calls	Most expensive calls in descending order for selected period including calling and called numbers, call type, start time, duration and cost.
Longest calls	Longest duration of calls in descending order for selected period including calling and called numbers, call type, start time, duration and cost.
Most frequently called numbers, call count, call charge	Most frequently called numbers in descending order for selected period including called number, total call count, duration and cost.

- 5. 4 Each active phone number can have labels added to them such as user names or cost codes. These labels will then be appended to the CDRs, allowing you to allocate and manage call volumes and costs by department, person etc. These labels can be added and edited in the Self Service Portal.
 - 5. 5 For Emergency purposes you will need to ensure your locations for each DDI is kept up to date within the Self Service Portal.
 - 5. 6 Call reporting will be available in near real time after a call terminates (not allowing for the portal refresh or Internet delays).
- 6. SUPPORT**
- 6. 1 We will provide you with the support set out in the Service Centre Service Agreement. The Service Levels applicable for VCPC Services are set out below.

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- 6.2 We may, from time to time, undertake maintenance on VCPC Services. We will notify you before we undertake any planned maintenance that may affect your use of your VCPC Service. If for any reason an outage is required, we will work with you to either reroute the calls, ensure the planned outage is well outside your hours of business and will use reasonable endeavours to minimise the impact.
- 6.3 The Megaport service is the demarcation point for the Cloud PSTN Connect service.
- 6.4 We may, from time to time, have to undertake urgent work to prevent outages and faults. We will use reasonable endeavours to give you at least 30 minutes' prior notice before we undertake the work. However, we may not always be able to give you prior notice.
- 6.5 VCPC service level fault response and resolution targets:

Priority	Definition	Response time for reported incident	Resolution time for reported incident*	Update	Service window
1	100% of Users (across all Sites) are unable to make and/or receive calls.	30 min	6 hours	Every 30 mins	24x7
2	Less than 100% of Users but more than 50% of Users (across all Sites) are unable to make and/or receive calls.	1 hour	8 hours	Every hour	24x7
3	An incident which impacts on delivery of a significant part of the Service e.g. loss of dial tone, inbound or outbound calls.	6 hours	3 Business Days	1 Day	7am – 5.30pm Mon-Fri
4	An incident that does not require urgent attention e.g. single User issue or query.	1 Business Day	7 Business Days	On completion	7am – 5.30pm Mon-Fri

* Faults requiring a technician site visit for physical service outages such as fibre or copper cuts are excluded from the resolution time service level targets due to the nature of the faults

7. VCPC SERVICE AVAILABILITY SERVICE LEVEL TARGET

- 7.1 Where the VCPC Service is taken with dual Diversity or higher, the target availability of the VCPC Service is 99.7% (Availability Service Level). The Availability Service Level is measured on a rolling three monthly basis and will be measured at the One New Zealand service edge boundary.
- 7.2 In the event that the Availability Service Level is not met, the parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet the Availability Service Level.
- 7.3 We are not liable for failure to meet the Availability Service Level to the extent that any of the following events contribute to that failure:
 - (a) Planned maintenance windows;
 - (b) Site power outage;
 - (c) You are not able or are delayed in providing us with any assistance or information that is reasonably necessary to restore Service;
 - (d) we are not permitted or able to access your Site provided we have given you reasonable notice that access is required;
 - (e) any issue occurring outside the demarcation points which we are responsible for;

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- (f) a fibre or copper cut or infrastructure failure by a third party outside our reasonable control, provided that in this event we will use reasonable endeavours to mitigate such failure to the extent reasonably practicable;
- (g) there is a Force Majeure Event; or
- (h) you cause or to the extent that you contribute to the delay.

7. 4 The Availability Service Level is a target only and is not subject to service credits.

PART C – PRICING

8. BILLING

- 8. 1 Refer to the Pricing Schedule for details of all applicable VCPC service components.
- 8. 2 You will be billed for your VCPC service when your service is operational and you are able to make calls.
- 8. 3 Calling charges apply to all calls made on calling channels to International, Toll Free, 0900, Audio Conferencing, Carrier Access codes, Paging Services, Direct dial to Tele-paging, Directory Assistance and International Directory Assistance, Satellite Calls (Inmarsat) and any numbers not included in the standard calling proposition. Please contact the provider of the third party services for the calling rates of their product.
- 8. 4 If you terminate your VCPC before the end of the Service Initial Term, Early Termination Charges may apply.

PART D – OTHER TERMS AND CONDITIONS

9. SERVICE LIMITATIONS

- 9. 1 Calling Channels should not be your primary service for emergency services calling (111 calling). In the event of a power failure at a site or transmission errors, emergency services calling and alarm monitoring may NOT work from that Site. We will not be liable for any loss suffered in the event you choose to use Calling Channels for emergency services calling or alarm monitoring purposes.

10. YOUR RESPONSIBILITIES

- 10. 1 You are responsible for providing support for Your Network, and any equipment or materials on Your Network's side of the Point of Connection.
- 10. 2 You are responsible for the cost, procurement, programming, reprogramming, installation or maintenance of Your Network, and any equipment or materials on Your Network's side of the Point of Connection.
- 10. 3 You will ensure that Your Network and any equipment or materials on Your Network's side of the Point of Connection comply with the specifications determined by us from time to time for the purposes of enabling the effective operation of the VCPC Service for you.

11. DATA INTERCEPTION

- 11. 1 Please note that data transmitted using any of the Components provided by a One New Zealand connectivity partner may be intercepted by authorised personnel:
 - (a) in order for One New Zealand to comply with its obligations pursuant to law or as set out in a court order or subpoena (any misuse of Components by you may be investigated by a One New Zealand connectivity partner including in conjunction with law enforcement agencies);
 - (b) For troubleshooting purposes (such data will only be kept for as long as is required to complete the troubleshooting).

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12. DEFINITIONS

12.1 In this Service Description in addition to the terms defined elsewhere in the Agreement, the following defined terms will apply to this Service Description:

Calling Channels are virtual circuits for carrying voice calls;

CDR is a Call Detail Record. It is a data record of a telephone call (e.g. time of call; Call duration);

DDI is an acronym for Direct Dial In;

PSTN is an acronym for Public Switched Telephone Network, a network of interconnected voice oriented public telephony networks and;

User is an authorised person permitted by you to access and use the Xport portal;

VCPC Cloud PSTN Connect.