

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: CONVERSATIONS

PART A – PRODUCT OVERVIEW

Conversations is messaging platform that helps businesses build interactive messaging experiences via their **Cornerstone CX** Service and unifies conversations from all applicable channels.

PART B – CONVERSATIONS

1. YOUR CONVERSATIONS SERVICE

1.1 Conversations can only be accessed via your **Cornerstone CX Contact Centre**.

2. GETTING CONVERSATIONS

2.1 The Conversations is available on demand and will be commissioned to your individual requirements via Professional Services. See Part D below.

3. SERVICE PREREQUISITES

- 3.1 conversations allows access to various third-party non-One New Zealand messaging platforms (such as WhatsApp, Facebook Messenger, Line, Twitter, WeChat, Instagram, and Apple Business Chat). You must make sure you sure you comply with the terms of service of each respect messaging platform. See (“Non-One New Zealand Messaging Platform Terms”)
- 3.2 If you use the Conversations, You acknowledge that you have provided notice to and received all necessary consents from your End-Users to contact such End-Users using the Messaging Integrations and/or the Non- One New Zealand Messaging Platforms you enable within Your Account. You also agree that Your Service Data and Personal Data may be transferred to, and processed by, the Non- One New Zealand Messaging Platforms that you integrate with as necessary to provide the Service. You acknowledge that you, not One New Zealand, are responsible for configuring the interoperability of the Services with Non- One New Zealand Messaging Platforms to the extent any such actions are required outside of the Services provided by One New Zealand.
- 3.3 To use any Messaging Integrations that integrate with WhatsApp, Subscriber must have a WhatsApp business account (“WhatsApp Account”) and at least one WhatsApp phone number purchased via One New Zealand (“WhatsApp Number”). Unless otherwise described, WhatsApp Numbers are sold separately from the Messaging Integrations. In connection with the Messaging Integrations, you are entitled to use no more than the number of WhatsApp numbers that they purchase from One New Zealand.

PART C – PRICING PRINCIPLES

4. PRICING OVERVIEW

- 4.1 Use of Conversations may be subject to the obligation to pay applicable usage fees, platform fees and other applicable Subscription Charges as detailed on the Pricing Schedule.
- 4.2 Conversations fees do not include any charges that may be assessed by Non- One New Zealand Messaging Platforms (e.g. WhatsApp) for access to or use of a channel. Such charges shall be your responsibility, whether paid directly to the applicable third party messaging platforms or whether such access is resold through Conversations, in which case One New Zealand shall advise you in writing as to the applicable charges and you shall have the right to accept such charges or decline them and not use the associated channel.

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- 4.3 Unless otherwise stated, pricing for messaging is per conversation. A conversation is defined as any number of interactions (one or many) between a unique end customer account and a message platform during the course of the billing cycle. Any ongoing interactions that span a billing cycle will count as one conversation in each billing cycle.
- 4.4 Interactions can be considered as a single conversation or as multiple conversations for billing purposes depending on how they occur. The various interaction scenarios are described below:
 - A single interaction that occurs with a single platform integration on a single day within a billing cycle* is billed as a single conversation
 - A single interaction that occurs with a single platform integration over several days within a billing cycle* is billed as a single conversation.
 - Multiple interactions that occur on multiple occasions from the same customer using the same messaging platform integration within a billing cycle are billed as a single conversation.
 - A single interaction that spans a billing cycle* is billed as two conversations – one in each billing cycle.
 - An interaction that occurs using separate messaging platform integrations within a billing cycle* is billed as two separate conversations
 - An interaction that occurs using different integrations of the same messaging platform within a billing cycle* is billed as two conversations.
- 4.5 Conversation set-up charges will be describe in a Statement of Work ('SOW').
- 4.6 One New Zealand Managed Support Charges will be invoiced by us monthly in arrears
- 4.7 Professional Services. If applicable, we will provide the Professional Services identified in a Services Order or SOW executed by the parties.
- 4.8 Refer to the Pricing Schedule for details of the applicable Charges.

PART D - IMPLEMENTATION

5. IMPLEMENTATION

- 5.1 You will be required to purchase Professional Services in order for us to supply features of the Conversations Service.
- 5.2 Consulting, design, training and implementation Services ("Professional Services") may be provided under a further agreement with us.
- 5.3 Professional Services will be provided under One New Zealand's standard Statement of Work terms, which will be notified to you in advance. The scope and timeframe for supplying Professional Services will be agreed with you before we commence work. You will be charged for Professional Services on a time and materials basis.

6. TERMINATION

- 6.1 If you terminate the Conversations service in its entirety, the Service will be deemed terminated for all Users or for those Users affected by the terminated Site, as applicable.
- 6.2 You can terminate the Service Term of the Conversations Service by providing 30 days' written notice.
- 6.3 Upon termination or expiration of this Agreement your right to access to the Conversations Services will immediately terminate.

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PART E - SUPPORT AND SERVICE

7. 24/7 SUPPORT

- 7.1 Support will be provided by the One New Zealand Enterprise Service Centre. The Enterprise Service Centre incorporates task allocation processes. This includes handling the reporting of incidents, requests for service (including MACs and procurement requests), enquiries, 'how to' calls and escalations.
- 7.2 The contact details for the Enterprise Service Centre are as follows:

Service Desk	Contact Details
One New Zealand Enterprise Service Centre	Email: Conversationscx@one.nz Phone: 0800 xxx xxxx

8. MOVES ADD'S AND CHANGES (MACS)

- 8.1 MACs will be categorised as follows:

Standard Changes: Pre-approved changes that can happen as the result of a Service Request and do not require additional approval. A list of Approved Standard Changes is contained in the Operations Manual.

Complex Changes: Change request that fall outside of the standard change that may require design work, incur an additional charge and need to be implemented within the framework of a formal Project.

MAC Catalogue: A list of defined standard changes and associate charges will be outlined in the Operations Manual.

PART F – OTHER TERMS AND CONDITIONS

9. SERVICE LIMITATIONS

- 9.1 You acknowledge and agree that One New Zealand does not operate the Non-One New Zealand Messaging Platforms or the business integration services provided by the Non-One New Zealand Messaging Platform
- 9.2 One New Zealand does not guarantee the continued availability or performance of the Non-One New Zealand Messaging Platforms, or the continued interoperability of the Non-One New Zealand Messaging Platforms with the Services.
- 9.3 Your use of the Messaging Integrations is subject to a usage limit of fifty thousand (50,000) messages per month processed through the Messaging Integrations per Agent licensed to use the Messaging Integrations. The usage limit is cumulative meaning if You have five (5) Agents authorised to use the Messaging Integrations the total usage limit for Your Account is two hundred fifty thousand (250,000) messages processed through the Messaging Integrations per month

10. DEFINITIONS

Non-One New Zealand Messaging Platforms: include but is not limited to WhatsApp, Facebook Messenger, Instagram, Twitter, Line, WeChat and Apple Business chat

Billing Cycle: Is your One New Zealand billing cycle

Cornerstone CX Service: Your Cloud Contact Centre platform provided by One New Zealand

Non-One New Zealand Messaging Platform Terms: Terms of service that govern Non-One New Zealand Messaging Platforms. This terms can be found in Appendix A:

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APPENDIX A: NON-ONE NEW ZEALAND MESSAGING PLATFORM TERMS

FACEBOOK AND ITS AFFILIATES:

- <https://www.whatsapp.com/legal/business-solution-terms/>
- <https://www.whatsapp.com/legal/business-terms/>
- <https://www.whatsapp.com/legal/business-solution-policy>
- <https://www.facebook.com/legal/terms>
- https://www.facebook.com/legal/commercial_terms
- <https://www.facebook.com/legal/terms>
- https://www.facebook.com/legal/commercial_terms
- <https://developers.facebook.com/docs/messenger-platform/policy>
- <https://help.instagram.com/478745558852511>
- https://help.instagram.com/477434105621119?helpref=page_content
- https://www.facebook.com/legal/technology_terms
- <https://www.facebook.com/legal/BetaProductTestingTerms>

LINE:

- https://terms.line.me/line_terms/?lang=en

TWITTER:

- <https://twitter.com/en/tos>
- <https://developer.twitter.com/en/developer-terms/agreement>
- <https://developer.twitter.com/en/developer-terms/policy>

WECHAT:

- https://www.wechat.com/en/service_terms.html
- https://open.weixin.qq.com/cgi-bin/frame?t=news/protocol_developer_tmp
- https://weixin.qq.com/cgi-bin/readtemplate?lang=en&t=weixin_agreement&s=default&cc=CN
- <https://www.qq.com/contract.shtml>
- https://zc.qq.com/chs/agreement1_chs.html

APPLE BUSINESS CHAT:

- https://register.apple.com/resources/tou/register_en.html

One New Zealand may make Messaging Integrations to other Non-Zendesk Messaging Platforms available as described in the Documentation on the Site, and you agree to and will comply with all applicable Non-Zendesk Messaging Platforms Terms, regardless of whether they are specifically listed herein. If you do not agree to certain Non-One New Zealand Messaging Platform Terms, You cannot use the applicable Non-One New Zealand Messaging Platform.