

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: SS SERVICE MANAGEMENT

PART A – SERVICE OVERVIEW

The SS (Security Services) Operational Centre will provide you with a single point of contact for handling all faults, requests and queries in relation to the SS Security Services.

Through the SS Operational Centre we will:

- provide you with a 24 hour 7 day fault logging facility, including for security alerts and threats
- accept requests in relation to the SS Security Services
- investigate and manage faults, security alerts and threats through to resolution
- update you on progress with fault resolution
- escalate unresolved faults to the appropriate One New Zealand representative
- log MAC requests.

PART B – SS SERVICE MANAGEMENT SERVICES

1. YOUR SS SERVICE MANAGEMENT SERVICE

1.1 SS Operational Centre Contact Details

Contact details for the SS Operational Centre are:

Telephone number:	0800 369 456
Fax:	(04) 913 3445
Email:	support@dmzglobal.com

Please be prepared to provide the following information:

- your name and account number
- a full description of the fault, including impact on your business
- contact details for the individual to be advised of progress/resolution
- arrangements for accessing the affected site (if required).

2. STANDARD MANAGEMENT FUNCTIONS

The functions outlined below are the standard management functions performed by SS in relation to the SS Security Services.

2.1 Fault Management

We will use reasonable endeavours to resolve any faults for which we are responsible in accordance with the resolution times specified in paragraph 4. However, we do not guarantee that these resolution times will always be met.

We will be responsible for faults until they are resolved or identified as being outside our responsibility.

Faults and alerts will be assigned a priority rating depending on the impact that the fault, security threat or breach is having on the applicable Services. We will, acting reasonably, determine that priority rating in consultation with you.

2.2 Proactive Alarms

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



Some designated Services and equipment that are under continuous surveillance by us may automatically generate a range of alarm conditions. In that case we may, at our discretion, advise you of such faults and generate a “trouble ticket” for service response.

In the case of priority one faults, we will use reasonable endeavours to respond to those faults within 20 minutes of the alarm being generated, provided that the alarm is generated within Service Hours.

2.3 Escalation Procedure

We operate an automatic escalation process within our Fault Management Centre for all service issues. If you ask us to, the One New Zealand representative who is coordinating resolution of the fault will escalate any unresolved faults to the following personnel:

- Level 1 Enterprise Customer Care Team Leader
- Level 2 Enterprise Customer Care Team Manager
- Level 3 Enterprise Customer Care Delivery Manager.

2.4 Move Add Change (MAC)

- A MAC means the ad hoc rearrangement, deletion or addition of standard service components or features.
- MAC requests must be made by those persons you have notified us in writing as being authorised to initiate such requests.
- Within 3 Business Days of receipt of a written MAC request, we will advise you of the charge and likely completion time for the work. We will update you on any changes to the likely completion time.
- Completion times will vary depending on the complexity of the MAC, starting at 3 Business Days for simple MAC's, to longer time frames for complex MAC's.
- Emergency MACs requested will be dealt with on a 'best efforts' basis. Every effort will be made by us to meet your requirements.
- MACs do not include Projects which should be requested as a Work Request or a Statement of Work as described in paragraph 5. A Project is the implementation of additional Services, relocation of existing Sites, addition of new sites or activities that require specific design, consulting or project management effort.

2.5 Service Level Targets for MAC Change Requests

Service Level Targets for MAC Change Requests		
Normal Priority	Simple Change Request Completion	Within 5 Business Days
	Complex Change Request Completion	Within 5 Business Days
Urgent Priority	Simple Change Request Completion	Less than 2 Business Days
	Complex Change Request Completion	Less than 3 Business Days

2.6 Procedures for requesting a Change (MAC)

- The MAC requester should complete all fields of our MAC Request Form and forward to our SS Operational Centre by email not less than 5 Business Days prior to the 'required by' date noted on the form.
- The SS Operational Centre will log a call for your request and reply confirming your call number. This is your confirmation that your request has been logged.
- Should you require an update from the SS Operational Centre on the progress of your request, you can contact us by telephone or email as detailed in paragraph 1.1. For all communications regarding your request, you will need to quote your call number.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



- Your call will be assigned to a systems engineer to assess the risk of the MAC, complete the technical details of the request including time, date, impact, reason for MAC, technical description and back-out plan.
- The completed MAC Form will be forwarded to your Nominated MAC Authority specified in Appendix 1 for final authorisation.
- You will provide the authorisation for the MAC, or cancel the MAC, prior to 12:00 noon on the day of the MAC.
- The SS Operational Centre will call you back to obtain your acceptance that the request has been tested, if applicable, and completed to your reasonable satisfaction. You will be responsible for notifying your internal users and third parties of any outages and the services impacted as a result of a scheduled MAC.

2.7 Availability Management

Proactive monitoring of critical devices and servers via the SS Operational Centre network management station.

2.8 Operations Management

Operational management of infrastructure including hardware, operating systems and server applications.

2.9 Backup Management

Management of backup strategy, including monitoring the success and failure of backups and interfacing with the provided resource for tape changes, where applicable.

2.10 Problem Resolution

Problem management and resolution, including isolation, identification and escalation of all issues, bugs, faults and problems.

2.11 Configuration Management

Configuration management of all devices including version control, implementation of operating system, application of patches, service release and software upgrades.

2.12 Performance Management and Capacity Planning

Performance management and capacity planning for all critical devices and servers.

3. YOUR RESPONSIBILITIES

You must give us reasonable notice of any activity that you are planning that may cause an interruption to the SS Security Services.

4. SERVICE LEVELS

- 4.1 Priority levels and response times for calls to the SS Operational Centre are set out in the table below. These service levels are indicative targets only. In the event that the service level targets are not met, the parties will meet in good faith to discuss an improvement plan, which will be the sole remedy for failure to meet the targets.

Priority	Definition/ Customer Impact	Max Response Time	Max. Resolution Time	Service Hours
1	<ul style="list-style-type: none"> • Catastrophic fault, e.g., Loss of business critical service • High-level security threat or breach • Virus outbreak or threat of serious virus outbreak 	1 hour (8am-5.30pm) 2 hours (5.30pm-8am)	4 hours (8am-5.30pm) 6 hours (5.30pm-8am)	24 hours x 7 days

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



Priority	Definition/ Customer Impact	Max Response Time	Max. Resolution Time	Service Hours
2	<ul style="list-style-type: none"> Major fault Reduced service Centralised device management service unavailable 	1 hour	1 day	8am-5.30pm x 5 days
3	<ul style="list-style-type: none"> Service Requests: Moves, adds and changes Enquiries 	1 day	5 days	8am-5.30pm x 5 days

We will respond to and resolve 90% of all service requests and faults measured over a one-month period in accordance with the response and resolution target timeframes set out in the table above. Response time is defined as the time from the call being logged with the SS Operational Centre and the time that an engineer commenced work on the fault. We will use best endeavours to resolve any faults or service requests that are not resolved within the target timeframes, in a timely manner.

4.2 Availability

Service level performance is calculated as:

- Availability for the Secure Business Exchange (SBX) is 99.5%
- Availability for the SBX Connection (where applicable) is:
 - The Availability of the Private IP Service used;
 - 99.5% for a single LAN connection; or
 - 99.5% for a dual LAN connection.

Availability is expressed as a percentage and is calculated as the Scheduled Availability minus Unscheduled Outage Time multiplied by 100, all divided by the Scheduled Availability.

$$\text{Availability} = \frac{(\text{Scheduled Availability} - \text{Unscheduled Outage Time}) \times 100}{\text{Scheduled Availability}}$$

Scheduled Availability is the total time in the period, less any Scheduled Outage Time and Excluded Outage Time.

Scheduled Outage Time means scheduled change windows, scheduled backup windows, MACs and all items listed in paragraph 4.3 (a).

Excluded Outage Time means the items described in paragraph 4.3 (b).

Unscheduled Outage Time is the total time within the period where the relevant SS Security Service is not available during Scheduled Availability, including Priority 1 calls.

4.3 Exclusions from Service Level calculation

The following occurrences will be excluded from all service level calculations:

(a) Scheduled Outages

- All service requests for services that fall outside the scope of the Agreement;
- All service requests that are pending action on behalf of a party outside of our control;
- Any Planned Outages; and
- Any period during which notice of intention to suspend the relevant Service has been given by us.

(b) Unscheduled Outages

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



- We are not permitted or able to access your site provided we have given you reasonable notice that access is required;
- You are not able or are delayed in providing us with any assistance or information that is reasonably necessary to restore service;
- Delays in fault resolution occur as a result of hardware or software you own and not having appropriate maintenance agreements in place;
- Disruptions to Services or equipment resulting from the failure of continuity of the commercial mains power supply at any site;
- Disruptions caused by the operation of Services and equipment in a manner or within an environment other than that approved by us;
- Disruptions caused by a Force Majeure Event; and
- Any delay in the restoration of a Service arising directly or indirectly out of your failure to comply with the Agreement.

4.4 Planned Outages

- We will provide written advice detailing the service impact, date, time, and expected duration of any Planned Outage that will impact you;
- Where possible we will provide five Business Days' written notice of any such Planned Outage;
- Where possible we will use dedicated 'change windows:'
- For potential high impact changes, between 0800-1000 Sundays; and
- For potential low impact changes, between 1730-2000 Tuesdays and Thursdays.
- Other scheduled outage time windows will be negotiated with you, apart from emergency change requirements. A verbal notification of any emergency changes will be made to your identified escalation point.
- Any non-maintenance changes made at your request that need to be applied outside of 8am–9pm on weekdays, or 8am-5pm on weekends or public holidays, may incur charges on a time and materials basis in accordance with the Additional Work Rates.

4.5 Reporting

Standard reports are provided on a monthly basis, within 10 Business Days of the month following.

5. ADDITIONAL WORK

You may request us to perform work that falls outside the scope of the Agreement. At your request, we will scope the work and provide you with one of the following:

5.1 Work Requests

Work Requests are generated for service requests that fall outside the scope of the Agreement and are estimated to take less than 20 hours of a technician's time. Work Requests include a detailed description of the work to be performed and the estimated costs of the project. Work Requests are generally charged on a 'time and materials' basis. The completed Work Request is then submitted to you for approval. Should a project go over the estimated time period for completion, we will negotiate a project extension with you.

5.2 Statement of Works

Statement of Works are completed for service requests that fall outside the scope of the Agreement and are estimated to take more than 20 hours. Statement of Works include details of the scope, objectives, deliverables, approach, project structure, assumptions, project schedule, hourly rates, estimated time and price for a project. The completed Statement of Work is submitted to you for approval. In the event that a project goes over the estimated time and price, we will negotiate a project and price extension with you.

Additional Work Rates will apply to Work Requests and Statement of Works.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



PART C – PRICING

6. PRICING OVERVIEW

- 6.1 Refer to the Pricing Schedule for details of the applicable Charges.

PART D – DEFINITIONS

7. DEFINITIONS

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

Additional Work Rates mean the rates set out in the Pricing Schedule.

Complex Change Requests means a request for change which is assessed as requiring between 5 and 10 Work Hours to complete or is a Simple Change Request but includes a higher level of risk.

Normal Priority Change Request means service requests which can be completed within 5 Business Days.

Planned Outage means maintenance activities to be performed by us outside of Service Hours which might impact on the relevant SS Security Services.

Service Hours are described in the table at paragraph 4 of this Service Description.

Simple Change Requests means a request for change which is assessed as requiring less than 5 working hours to complete.

Urgent Priority Request means service requests which are required by the customer to be completed within 2 Business Days (Simple Change) or 3 Business Days (Complex Change).

SS means all Security Services.