

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: TOLLFREEDOM

PART A – SERVICE DETAILS

TollFreedom is a web-based information service that you can use to help manage the TollFree Services that you purchase from us. To enable you to access TollFreedom we will provide you with:

- the TollFreedom web address (i.e. URL);
- a unique login number/name; and
- a password associated with each login number/name.

Your TollFreedom service also includes one training session (of up to 2 hours duration) in Wellington, Christchurch or Auckland, at no additional charge.

You have two options for your TollFreedom service:

TollFreedom Flexi

If you purchase TollFreedom Flexi, you can:

- have visibility of all your current TollFree Numbers and associated TollFree Callplans;
- have the ability to make changes to your TollFree Callplans;
- schedule TollFree Callplans to be implemented immediately or at a future date and time;
- access various TollFree reports; and
- be able to change your own password.

TollFreedom Easi

If you purchase TollFreedom Easi, you can:

- have visibility of all your current TollFree Numbers and associated TollFree Callplans;
- schedule TollFree Callplans to be implemented immediately or at a future date and time;
- be able to access various TollFree reports; and
- be able to change your own password.

PART B – PRICING

Refer to the Pricing Schedule.

PART C – SPECIFIC TERMS

1. 1 In this Service Description:

Customer Help Number means 0508 555 500 or such other phone number provided by us to you from time to time;

Documentation means any documentation which we supply to you as part of TollFreedom, and includes the Instructions;

Help File means the help file supplied to you for use with TollFreedom;

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Instructions means any instructions given to you by us regarding the use of TollFreedom, whether verbally, in writing or otherwise;

Passwords means any access numbers (i.e. unique log in names/numbers) and passwords provided to you for accessing TollFreedom;

Product means the TollFreedom package supplied to you (which may allow you to alter your TollFree Callplan(s)), and includes the Help File and any software contained in the TollFreedom package;

Proprietary Rights means all property rights and rights to patents, licences, trademarks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and servicing of the Product and any enhancements or modifications relating to these;

TollFree Callplan means any TollFree calling package supplied to you by us, including those created by you; and

TollFree Number includes both 0508 and 0800 numbers provided by us.

1.2 We grant you a non-exclusive licence to:

- (a) access the Product using the Passwords in accordance with the Instructions and Help File; and
- (b) use the Documentation,

in accordance with these terms and conditions. If you have not received the Instructions and Passwords needed to access the Product, please contact us using the Customer Help Number or your account manager.

1.3 You acknowledge that all Proprietary Rights in the Product and Documentation are the property of us and/or our licensors, including without limitation eServGlobal (NZ) Ltd and the Apache Product Foundation. You undertake not to reproduce, translate, adapt, vary or modify the Product and Documentation nor communicate the same to any person other than in accordance with the Agreement.

1.4 You may not copy the Product or Documentation in whole or in part in any visual or machine-readable form.

1.5 You will:

- (a) take all reasonable steps to ensure the non-disclosure and confidentiality of the Product, Documentation and Passwords at all times;
- (b) use your best endeavours to bind your officers, employees and agents not to disclose, or copy the Product and Documentation except in accordance with this Service Description;
- (c) not transfer, assign, sell or otherwise deal in the Product and Documentation or your rights under this Service Description;
- (d) maintain all copyright notices on the Product and Documentation;
- (e) notify us in writing immediately if you become aware of the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the Product and Documentation; and
- (f) notify us in writing immediately if you become aware of any information about any of our other customers while using the Product and immediately destroy and not use any such information.

1.6 Your obligations under clause 5 will survive termination of this Service Description or the Agreement.

1.7 The Help File is provided for the purpose of providing assistance for your use of TollFreedom. However, you may contact us if you require any further assistance or wish to report any fault with the operation of TollFreedom by calling our Customer Help Number or your account manager. In addition to the terms and conditions contained in the Help File, the relevant terms of this Service Description will apply to your use of the Help File.

1.8 We can only supply TollFreedom to you if you purchase all your TollFree Services from us.

1.9 If your TollFree Services includes the number lookup and translation feature, TollFreedom does not display or allow changes to this feature.

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1. 10 All other representations or warranties, whether statutory, express or implied (including, without limitation, any warranty of merchantability or fitness for purpose) are expressly excluded.
1. 11 We do not assume responsibility for any incorrect alteration which you make to any TollFree Callplan using TollFreedom in reliance on the Help File or otherwise. We will provide assistance with the correction of incorrect alterations if you call our Customer Help Number or your account manager between the hours of 9 a.m. and 5 p.m. on any Business Day.
1. 12 We will not be liable under the law of tort, contract or otherwise for any loss of profits or any indirect or consequential loss or damage, however caused, arising out of or in connection with the use of, or inability to use, the Product.
1. 13 Our liability to you arising out of all claims for damages under the Agreement in relation to TollFreedom will not exceed the total amount of fees actually paid by you for TollFreedom in any 12 month period.
1. 14 Either party may terminate this Service Description by giving the other 30 days prior written notice.
1. 15 We may terminate this Service Description immediately by notice in writing to you if you breach any of your obligations under this Service Description and fail to remedy the breach within 14 days after receiving notice from us specifying the breach and requiring it to be remedied.
1. 16 This Service Description shall automatically terminate if our supply of TollFree Services to you ends for any reason.
1. 17 Following termination, we will cancel the Passwords and you will be unable to access TollFreedom.
1. 18 You may not assign or transfer your rights and obligations under this Service Description without our prior written consent.
1. 19 If any provision of this Service Description is invalid or unenforceable, the remaining provisions will not be affected and will continue in full force and effect.
1. 20 No waiver by either party of any of the other party's obligations under this Service Description will constitute a waiver of any other obligations owed under this Service Description.
1. 21 This Service Description and the Agreement, in addition to any further terms and conditions for the use of TollFreedom which we may notify to you from time to time, represents the entire agreement between the parties relating to the use of TollFreedom.