

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: CORPORATE CONNECT

1. INTERPRETATION

Business Hours means 7.00am to 5.30pm Monday to Friday (inclusive), but excluding national public holidays;

Corporate Connect means a virtual private data network which provides a dedicated data connection between a One New Zealand enabled handset and your corporate LAN across the Mobile Network and a Link;

Implementation Charges means the charges described as such in the Pricing Schedule, however if we are required to provide additional products or services in addition to the Implementation Services due to an Out of Scope Event, then our standard hourly rate will apply (in addition to any additional equipment or consumables related charges);

Implementation Services means arranging one or more Links (as specified in the Pricing Schedule) between Your Network and our Network, either supplied by us or with a third party Telecommunications Service Provider on your behalf, and those other services indicated as being 'Implementation Services' in this Service Description;

Link means a data network operated either by us or by a third party provider for your benefit and includes, but is not limited to, a frame relay, private IP network or public internet connection;

Mobile Network means our mobile Network;

Out of Scope Event means the action (or inaction) of any third party Telecommunications Service Provider, or a request by you for services in addition to the Implementation Services, or breach by you of your obligations under the Agreement;

Premium Service and Support Charges means our monthly charges for providing Premium Service and Support in relation to Corporate Connect as set out in the Pricing Schedule;

Premium Service and Support means the premium service and support service that we will provide in relation to Corporate Connect, as detailed in Appendix 1 to this Service Description (Premium Service and Support Services);

Service Specialist means the person nominated by us to provide operational service assurance and monthly reporting on Corporate Connect to you; and

Your Network means your network systems and infrastructure situated on your corporate LAN side of the Link.

Any term not defined in this clause, shall have the meaning given to it elsewhere in the Agreement.

2. IMPLEMENTATION

- 2.1 We will provide the Implementation Services to you in consideration for you paying us the Implementation Charges.
- 2.2 You will comply with your obligations in clause 3 below, and provide such assistance as we reasonably require and follow our reasonable directions to allow us to provide the Implementation Services and Corporate Connect.
- 2.3 Your acceptance of Corporate Connect will be deemed to have occurred on the completion of one Business Day following the commissioning of the Link into live operation provided no material fault exists at that time ("**Acceptance**"). Without limiting clauses 2.4 and 2.5 below, you will be liable to pay us the Implementation Charges following Acceptance. Other use related Charges will also apply as set out in the Pricing Schedule.

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2. 4 If we have, in writing, specified an implementation date for Corporate Connect ("**Intended Implementation Date**") and Acceptance has not occurred within ten Business Days after that date and such failure was not due to an Out of Scope Event, then you will be entitled, by sending us written notice, to terminate the Corporate Connect Service, or you will be entitled to claim the Service Credit payable by us in accordance with the Premium Service and Support service, which is your sole and exclusive remedy in relation to such failure or delay.

2. 5 If we are unable to successfully implement Corporate Connect by the Intended Implementation Date, and such failure was in our reasonable opinion due to an Out of Scope Event, then you will be liable to pay us the Implementation Charges and we will be entitled to terminate the Corporate Connect, without liability to you.

3. YOUR RESPONSIBILITIES

3. 1 You acknowledge and agree that you will be responsible for providing support for the Link, any User error, any application and hardware faults, your router and LAN. You will be responsible for the Link, Your Network, and any equipment or materials on Your Network side of the Link, including, without limitation, any costs associated with them.

3. 2 You will ensure that Your Network and any equipment or materials on Your Network side of the Link comply with the specifications determined by us from time to time.

3. 3 You will allow us or our agents and subcontractors access to your site to perform our obligations under the Agreement. We will give you reasonable prior notice. However, where there is any risk to the integrity of the Mobile Network, or any danger to health and safety, you will allow us immediate access, without notice, to your site.

4. PREMIUM SERVICE AND SUPPORT SERVICE

4. 1 The Premium Service and Support service in respect of Corporate Connect is set out in Appendix 1 to this Service Description and shall commence from Acceptance.

5. VARIATIONS AND MODIFICATIONS TO CORPORATE CONNECT

5. 1 Where you request any variations or modifications to Corporate Connect we will provide you with an estimate of the costs of making those variations before we implement them.

5. 2 Once you have consented to the costs, we will try to respond to your variation request within three Business Days. However, where your request requires multiple or complex variations, this may take longer. We will provide you with an estimated timeframe.

5. 3 We will charge you for performing any modifications that you request to the original design or existing capacity of Corporate Connect.

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APPENDIX 1 TO CORPORATE CONNECT SERVICE DESCRIPTION: PREMIUM SERVICE AND SUPPORT

1. DEFINITIONS:

Premium Service and Support Charges means the monthly service and support charges paid by you to us in respect of Corporate Connect, as set out in the Pricing Schedule;

Service Credit means the relevant service credit as described in clause 6 below, and the related quantum as calculated in clause 6.4 below.

Any term not defined in this clause, shall have the meaning given to it elsewhere in the Agreement.

2. PREMIUM SERVICE AND SUPPORT SERVICE

- 2. 1 Our Premium Service and Support Service comprises a technical helpdesk, fault resolution and fault detection service for Corporate Connect, together with specified service levels and a service credit regime as set out in this Appendix.
- 2. 2 We will provide you with access to our technical helpdesk 24 hours a day, 7 days a week by calling 0800 555 CORP (0800 555 2677) or via email to corporate.solutions@one.nz (24/7) and will assign you a Service Specialist.

3. MOBILE NETWORK AVAILABILITY

- 3. 1 We will ensure that the Mobile Network will be available 99.5% of the time measured monthly on a 24 hour, 7 day a week basis and calculated in accordance with the following formula:

Total Mobile Network Availability =

$$100 - \frac{\text{Total Mobile Network downtime in minutes}}{\text{Total minutes for the month}} \times 100$$

Total Mobile Network downtime in minutes = planned downtime for the month in minutes + unplanned downtime for the month in minutes

- 3. 2 Mobile Network availability relates to the Mobile Network only and is measured at network level (i.e. not at a customer level).
- 3. 3 In the event that we are unable to meet the Mobile Network availability target, we will only be liable to you by way of Service Credits.

4. FAULT REPORTING AND RESOLUTION

- 4. 1 You will notify us, either by telephone or email to our technical helpdesk, when a fault occurs (“**Fault Notification**”). All faults will be logged in our trouble ticket system and a unique incident reference will be provided to you. We and you will agree the priority of the fault.
- 4. 2 Once we have received your Fault Notification, we will respond within the following timeframes:

Response and Resolution Timeframes – Table 1

PRIORITY	DEFINITION	RESPONSE TIME <small>(from the time a unique incident reference is provided to you in accordance with cl 4.1)</small>	RESOLUTION TIME <small>(from the time a unique incident reference is provided to you in accordance with cl 4.1)</small>	UPDATES	SLA CLOCK
P1	A critical fault, resulting in the majority of Users	30 minutes	4 hours	Every hour	24/7

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PRIORITY	DEFINITION	RESPONSE TIME	RESOLUTION TIME	UPDATES	SLA CLOCK
	unable to use the Service				
P2	Major fault resulting in multiple Users unable to use the Service	60 minutes	8 hours	Every 2 hours	24/7
P3	Repeated quality problems, intermittent faults or degraded service. No major Service impacts.	1 Business Day	3 Business Days	1 Business Day (or as otherwise notified by us)	Business Hours
P4	No quality problems, intermittent faults or degraded services. No impact on Service.	1 Business Day	10 Business Days	On completion	Business Hours

- 4.3 We will, where possible, advise you of the cause of the fault and an estimated resolution time. We will notify you when the fault has been fixed.
- 4.4 In the event that we are unable to fix the fault within the stipulated resolution time, we will only be liable to you by way of Service Credits.
- 4.5 If any of the following events occur, we are not liable for Service Credits if we are unable to fix the fault within the resolution time:
- (a) you are not able or are delayed in providing us with any assistance or information that is reasonably necessary to restore service;
 - (b) there is planned maintenance of the service or the equipment;
 - (c) we are not permitted or able to access your site provided we have given you reasonable notice that access is required;
 - (d) there is an event beyond our control;
 - (e) you cause or contribute to the delay;
 - (f) you fail to comply with the Agreement; or
 - (g) you are in arrears in paying our Charges.

5. MAINTENANCE AND REPORTING

- 5.1 We will, from time to time, undertake maintenance on Corporate Connect. We will notify you five Business Days before we undertake the work of any planned maintenance that may affect your use of Corporate Connect.
- 5.2 We may, from time to time, have to undertake urgent work to prevent outages and faults. We will try to give you 30 minutes' notice before we undertake the work. However, we may not always be able to notify you. We will not be responsible for this.
- 5.3 We will provide you with monthly reports covering faults, and Mobile Network availability.

6. SERVICE CREDITS

- 6.1 The maximum Service Credit payable by us for failing to implement Corporate Connect by an implementation date we have agreed in writing, for Corporate Connect, if any, is the Implementation Charge for Corporate Connect, as specified in the Pricing Schedule. Service Credits are only payable by way of credit on your account, not by cash payment or otherwise.

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- 6.2 If we do not meet any of our obligations under clauses 3 (Mobile Network availability) and 4 (Fault Restoration) or in implementing Corporate Connect, we will apply a Service Credit to your account in the month following our failure.
- 6.3 The maximum Service Credit payable by us for any one month, except in relation to implementing Corporate Connect, is the amount, (excluding GST) of the Premium Service and Support Charges payable by you in the month the failure occurs.
- 6.4 The amount of the Service Credit will be calculated by reference to:
 - (a) Delay in implementation of Corporate Connect

Number of Business Days Delay in implementing Corporate Connect (i.e. after the extended 'outside' date stated in clause 2.4 of the Corporate Connect Service Description)	Service Credit due (percentage of Implementation Charge)
1 – 5	10%
6 – 10	25%
11 – 15	50%
16 +	100%

- (b) Resolution Times – P1 and P2 Faults

Number of Hours after intended Resolution Time stated in Table 1	Service Credit due (percentage of Premium Service and Support Charges)
0 – 2	25%
2 – 4	50%
4+	100%

- (c) Resolution Times – P3 and P4 Faults

Number of Days after intended Resolution Time stated in Table 1	Service Credit due (percentage of Premium Service and Support Charges)
1	10%
2 – 3	25%
4+	50%

- (d) Mobile Network Availability

Mobile Network Availability slippage (% behind the target in clause 3.1)	Service Credit due (percentage of Premium Service and Support Charges)
0 -0.5%	10%
0.51 – 0.99%	25%
> 1%	100%

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7. REVIEW OF SERVICE LEVELS

Either you or we may, at any time, request a review of any of the service levels set out in this Appendix. No change will be made to the service levels without the written agreement of both parties.