

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: MEETING SPACES

PART A – PRODUCT OVERVIEW

Meeting Spaces provides standardised Microsoft Teams Rooms bundles as a cost per room per month.

There are a number of uplift options for this service such as screens, room scheduling panels for outside the room, and occupancy sensors.

If the rooms require a Telephone number for calling landlines or mobiles this can be provided via the Calling for Microsoft Teams – Cloud service.

We will charge you monthly for Meeting Spaces on a per room basis. The monthly per room charge covers the hardware, software and ongoing support of the Room equipment provided in the pricing schedule used to provide Meeting Spaces. It also includes a portal/dashboard for the customer so that they can see the status of the rooms.

If existing equipment such as screens are used in conjunction with this service, then support for these items is not included in the monthly charge. Support for devices not supplied as part of this service will be charged at an additional cost.

For any rooms not listed as standard bundles, a bespoke Statement of Work will be provided which may also be purchased as a Service once the design is completed. The Statement of Work may include additional charges for implementation.

PART B – MEETING SPACES

1. MEETING SPACES

1.1 Meetings Spaces consists of the components set out in the following table.

Component	Description	Payment Type
Installation & Configuration	Professional services for the discovery, design, implementation and deployment	Included in Monthly per user charge
Monitoring	The Service provides a monitoring portal to view the status of the rooms and equipment	Included in Monthly per user charge
Remote Management	Administrative functions such as log extraction, hardware monitoring and reboot can be performed remotely from any physical site where Meeting Spaces is deployed.	Included in Monthly per user charge
Firmware Updates	Manufacturer's firmware is kept updated at General Availability release levels and updated when new hot fix or patches are released in response to threat advisories.	Included in Monthly per user charge
Fault Diagnosis and Issue Resolution	Suspected faults with the Meeting Spaces configurations or functions are investigated, diagnosed and where necessary, issue resolutions applied.	Included in Monthly per user charge
Moves, Adds & Changes	Changes are delivered upon customer request in line with standard processes and charging.	As per section 8.2

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Component	Description	Payment Type
Hardware	On diagnosis of a hardware issue, advanced hardware replacement (next Business Day) is provided.*	Included in Monthly per user charge

*Hardware faults may require onsite diagnosis.

2. INSTALLATION & CONFIGURATION

2. 1 As part of a standard service deployment One New Zealand will provide professional services to determine your requirements. You will be required to complete Readiness Assessment forms and participate in planning sessions. You must provide us with complete and accurate information. Failure to do so may result in delay in deploying Services or problems with Services following deployment. In non-standard cases where complexity is identified that requires additional professional services, these will require a separate Statement of Work agreed before further work commences. Where you have a specific integration requirement with other systems, applications or processes used in your environment, any work to identify or address integration with your environment will require additional professional services to be agreed.
2. 2 Meeting Spaces will be connected to your Office 365 Tenant. The customer is required to create and license the resource account. We would not require access to the Teams Admin Centre for monitoring of the MTR's as we will be using the Yealink Cloud Management Service to monitor the devices.
2. 3 The site(s) at which the Meeting Spaces will be deployed is specified in the Pricing Schedule.
2. 4 Our provision of Meeting Spaces is subject to you confirming that:
 - (a) you will enter any end user agreement, or additional end user agreement, with Microsoft or other supplier that is required in order for you to use Meeting Spaces;
 - (b) you are responsible for connectivity to Office 365;
 - (c) You purchase and assign a "Microsoft Teams Room Standard" license to the resource account allocated to the meeting space;
2. 5 Where required, as part of our installation process, we will run through a set of functional tests. You are responsible for:
 - (a) any costs associated with the configuration of your Network; and
 - (b) any costs associated with ensuring the security required for the operation of Meeting Spaces unless otherwise provided for under any security service you elect to take from us (as specified in the relevant Business Schedule), we are unable to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over the Network, any systems operated by third parties and the internet.

3. REMOTE MANAGEMENT

3. 1 Where you have devices that require remote management, you will need to provide us sufficient access rights to enable remote management.
3. 2 The configuration of devices for remote management cannot be undertaken by you.
3. 3 All information we collect from you in connection with providing Meeting Spaces will be held securely and used in accordance with our Privacy Policy, available on our Website at <https://www.one.nz/legal/policy/privacy>.

4. FIRMWARE, OPERATING SYSTEM UPDATES AND CERTIFICATE MANAGEMENT

4. 1 The platform that provides your Meeting Spaces maintains firmware and operating systems at manufacturers recommended Generally Available (GA) release versions. New updates are tested by One New Zealand prior to release on a quarterly basis.
4. 2 Windows updates on Teams client software and Microsoft endpoints will be managed by your Microsoft update policies.

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4. 3 For other non-Microsoft devices not managed by Microsoft update policies, supplied as part of this service, we will ensure that they are maintained at manufacturers recommended Generally Available (GA) release versions. New updates are tested by One New Zealand prior to release on a quarterly basis.

5. **FAULT DIAGNOSIS & ISSUE RESOLUTION**

5. 1 Where a fault is notified or detected on your Meeting Spaces we will investigate, diagnose and regularly keep you informed of progress to resolution. Please refer to Part D – Support for further information.

PART C – PRICING

6. **BILLING**

- 6. 1 Refer to the Pricing Schedule for details of the applicable Charges for Meeting Spaces.
- 6. 2 You will be billed for Meeting Spaces once your service is implemented and operational and you are able to schedule and participate in video meetings.
- 6. 3 If you terminate Meeting Spaces before the end of the Service Initial Term, Early Termination Charges will apply. The Early Termination Charge for Meeting Spaces is set out in the Commercial Schedule.

7. **SITES**

7. 1 The Meeting Spaces is a cloud-based service; however, we need to know which sites have managed endpoints, procured as part of the Meeting Spaces. These are detailed in the Pricing Schedule.

8. **MOVES, ADDS & CHANGES**

- 8. 1 In addition to the standard Meeting Spaces, you may request the following additional services:
 - Moves, Adds and Changes, whether remote or on-site;
 - Project work;
 - On-site attendance at your request for additional project work;
 - Professional services provided outside the scope of the support Services; and
 - Integration Services.
- 8. 2 We may charge you fees, in arrears, for any service requests or maintenance requirements that are to be conducted; i) outside of contracted coverage hours; and/or ii) outside of the scope of the contracted services. The Charges for such service requests or maintenance requirements will be provided to you upon request and will be based on our standard professional service Charges as shown in the table below, excluding public holidays in the region. We reserve the right to review professional service Charges, and amend such Charges, from time-to-time on prior notice.

Service Description	Fee
On Site Moves Adds and Changes (Changes which require an on-site presence)	\$135 per hour, minimum 1 hour
Complex Changes i.e. Moving of physical equipment	\$185 per hour, minimum 30 minutes
Out of Hours Fault Diagnosis, Repair and Moves Adds and Changes	\$360 per hour, minimum 2 hours
Business Analyst, QA Testing Services	\$185 per hour
Integration Analyst, Developer, Solution Architect, Performance Analyst Services	\$200 per hour

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Project Management Services	\$195 per hour
System and Network Engineering Services	\$185 per hour
Training Services	POA

- 8.3 Additional Software License Charges: We will be entitled to invoice you for any additional Software license fees charged to us relating to:
- (a) any Software upgrade requested by you, during the Initial Service Term or the Extended Term;
 - (b) required in order for us to continue to provide the Meeting Spaces, and not covered in the Services described in this Service Description.

PART D – SUPPORT

9. SUPPORT

- 9.1 We may, from time to time, undertake maintenance of any Service. We will notify you before we undertake any planned maintenance that may affect your use of your Meeting Spaces. If for any reason an outage is required, we will work with you to minimise the impact.
- 9.2 Where One New Zealand monitoring identifies an issue with any Service we may, from time to time, have to undertake urgent work to prevent outages and faults. Wherever possible, we will give you notice before we undertake the work.
- 9.3 Meeting Spaces target fault response and resolution times:

- (a) Severity assessment:

	Complete Service outage	Partial Service outage	Service degradation
Multiple commercial service impact	1	2	3
Single commercial service impact	2	3	4

A complete Service outage is when users can't use any of the meeting rooms and the business is significantly impacted.

A partial Service outage is where users can't use some of the meeting rooms and the business isn't significantly impacted.

- (b) Target response and resolution times:

Severity	Response time for reported incident	Resolution time for reported incident*	Update	Service window
1	30 min	6 hours	Every 30 mins	24x7
2	1 hour	8 hours	Every hour	24x7
3	6 hours	3 Business Days	1 Business Day	7am – 5.30pm Mon-Fri
4	1 Business Day	7 Business Days	On completion	7am – 5.30pm Mon-Fri

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Severity	Response time for reported incident	Resolution time for reported incident*	Update	Service window
* Faults requiring a technician site visit for physical service outages such as hardware replacement may increase the resolution time due to the nature of the faults.				

In the event that Meeting Spaces targets are not met, the Parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet targets.

PART E – OTHER TERMS AND CONDITIONS

10. YOUR OTHER 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 Meeting Spaces for you.
10. 4 You must ensure that any equipment used in connection with providing the Meeting Spaces and located at your premises or data centre is sufficiently ventilated, away from extreme temperatures, and is supplied with surge protected power.
10. 5 You are responsible for providing Internet Connectivity to the Meeting Spaces where it is required.
10. 6 You are required to provide sufficient power and data connectivity to where the room equipment is to be located.
10. 7 You are required to ensure that the wall is capable of supporting the weight of any displays that are to be wall mounted in the meeting space.
10. 8 You and any other persons required during installation must be on site at time of installation. If you fail to comply, we reserve the right to charge a rescheduling fee.

11. 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:

GA means General Availability. This is when a product has been released by the vendor for General use, i.e. is not a Beta release.

MAC or **Move, Add, Change** means a move, addition / deletion or change to your service.

Implementation Services means the installation of the Equipment at your designated site;

Point of Connection means that point at which your Network connects to our Equipment;

your Network means the Local Area Network, Wide Area Network, Internet and telecommunications system owned and/or operated by you.