

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



### SERVICE DESCRIPTION: SURE SPEND VOICE AND DATA

#### 1. DEFINITIONS

**Band** means the maximum permitted level of average usage of a Usage Type as specified in the Pricing Plans;

**Connection** means a data or voice connection to the Network by an appropriately configured SIMcard;

**Profile** means one of the three Sure Spend voice Profiles namely Connect in NZ, Connect to INTL, and Connect in AUSTRALIA plus your data profile;

**Six Monthly Review** means the reviews described in clause 5 of this Service Description;

**Three Month Health Check** means the review described in clause 4 of this Service Description; and

**Usage Type** means calling minutes, TXT or data within a Sure Spend Profile;

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

#### 2. CORE PROFILE

During the Service Initial Term you will maintain the Connections specified in your Core Profile.

#### 3. USAGE PATTERN

3. 1 Your Sure Spend Profiles and the Bands within them have been developed from our analysis of your calling, TXT and data usage history over the 12 months preceding the Commencement Date, adjusted in the light of any anticipated changes to your calling and data behaviour you have made known to us. For new customers, you warrant that any usage history you have communicated to us is true and correct, and you warrant that you do not anticipate any changes to your calling, TXT and data usage behaviour that you have not made known to us.

#### 4. THREE MONTH HEALTH CHECK

4. 1 On the expiry of the third billing cycle of the Service Initial Term, we will calculate your average monthly usage per Sure Spend Connection within each Usage Type of your selected Profiles over the previous three months. If that average exceeds any Band, we will give you written notice of that excess, and require you to either reduce your usage to the extent required to remain within the Bands, or opt to increase any Band and accept a higher Monthly Fee for the applicable Profile. If in the billing cycle within which you receive our notice, your actual usage does not remain within the applicable Band, and you have not opted to increase your Band(s) and accept a higher Monthly Fee, we may on further notice to you, but without a formal written variation, increase the Monthly Fee for the applicable Profile with effect from your next billing cycle. If your average usage reduces to within the Band exceeded, pricing will remain unchanged until the Six Monthly Review. For the avoidance of doubt, the Three Month Health Check will not apply to your unlimited NZ voice minutes and unlimited NZ txts.

#### 5. SIX MONTHLY REVIEWS:

5. 1 On the expiry of the sixth billing cycle of the Service Initial Term, and at intervals of six months thereafter, we will:

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- (a) calculate your average monthly usage per Sure Spend Connection within each Usage Type of your selected Profiles over the previous six months. If that average exceeds any Band, we will give you written notice of that excess, and you may either reduce your usage to the extent required to remain within the Bands, or increase any Band(s) and accept a higher Monthly Fee for the applicable Profile. If, in the billing cycle within which you receive our notice, your actual usage does not remain within the applicable Band, and you have not opted to increase your Band(s) and accept a higher Monthly Fee, we may on further notice to you but without a formal written variation, increase the Monthly Fee for the applicable Profile with effect from your next billing cycle. If your average usage reduces to within the Band exceeded, pricing will remain unchanged until the next Six Monthly Review; and
- (b) review your Core Profile. If at any review your number of Connections has fallen by 10% or more below the minimum number of Connections set out in your Core Profile, we may, after consultation with and notice to you but without written variation, vary your Sure Spend Pricing Plans with effect from your next billing cycle.

For the avoidance of doubt, the Six Monthly Reviews will not apply to your unlimited NZ voice minutes and unlimited txts.

### 6. NO RETROSPECTIVE CHARGES OR CREDITS

6. 1 Without prejudice to any remedy available to us for breach of your warranty at clause 3.1 above, you and we agree that we will not following any review either charge you retrospectively for usage in excess of a Band, nor apply any credit to your account for usage falling short of a Band allocation.

### 7. PROFILE CHANGES ONLY AT REVIEWS

7. 1 You may only change the Profile of a Sure Spend Connection at the Three Month Health Check or at a Six Monthly Review.

### 8. NO DATA USAGE ALERTS FOR END USERS

8. 1 You acknowledge that your end users will not be sent alerts warning them when a particular volume of domestic data has been consumed. We therefore recommend you implement a mobility policy setting out guidelines for acceptable usage for your employees and monitor their usage monthly via MyBusiness exception reporting.
8. 2 End users on the Connect in AUSTRALIA Profile will, when using roaming data in Australia, be sent alerts when 2MB, 5MB and 10MB of data has been consumed.

### 9. PROHIBITED USAGE AND VOIP

9. 1 You will not use Connections on our Sure Spend Pricing Plan for:
  - (a) auto-dialling or continuously call-forwarding;
  - (b) or in conjunction with Cellular Trunking Units.
9. 2 If in breach of this clause you use Connections on our Sure Spend Pricing Plans for these prohibited activities, we will notify you and agree a timeframe for resolution.
9. 3 If no time frame is agreed, or your breach is not remedied within the agreed time frame, we may, without prejudice to other remedies available to us under this Agreement, transfer your Sure Spend Connections to an alternative Corporate rate plan.
9. 4 You acknowledge that we do not support Voice over Internet Protocol (VoIP).