

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION

SERVICE DESCRIPTION: SMART SIP

PART A – PRODUCT OVERVIEW

The Smart SIP service employs Session Initiation Protocol (SIP) for voice and multimedia communication sessions and connects to a range of end user phone systems such as IP PBX hardware. Smart SIP is designed for initiating, maintaining and terminating interactive communication sessions between users.

Smart SIP allows calls to and from the Public Switched Telephone Network (**PSTN**) and comes with access to our online Self Service Portal. The portal provides online billing and invoice information and detailed reporting (defined in Part B), and management of the service (defined in Part E (Optional Services)).

Smart SIP Broadband access provides a non-configurable basic internet connection for the purposes of accessing internet services and content.

PART B – SMART SIP SERVICE

1. Your Smart SIP Service

1.1 Your Smart SIP service will consist of the components set out in the following table, which are further described in this Part B (**Smart SIP Service**):

Component	Description
Access	An Access connection to each Site is required to deliver the Smart SIP Service. Referred to as the primary access for service delivery. The size and type of circuit will be identified during the design of the Smart SIP Service. The Access must not be shared with other Vodafone services not included in the Smart SIP bundle.
SIP Trunks	SIP Trunks are a virtual connection across a physical access layer and can accommodate multiple simultaneous voice calls (Calling Channels). One SIP Trunk will be implemented per Site.
Calling Channels	Calling Channels are virtual circuits for carrying voice calls. Multiple Calling Channels can carry calls concurrently over a single SIP Trunk. Smart SIP Service can deliver from four to fifteen Calling Channels only.
Calling Plans	Choose between: <ul style="list-style-type: none">• Voice Unlimited Calling Plan• Voice Basic Calling Plan
Self Service Portal	The Self Service Portal is an online user portal for reporting your Smart SIP Service. The Self Service Portal also provides the ability to add and remove Calling Channels. You can add Calling Channels to a total of 15 concurrent Calling Channels, or remove calling channels down to a minimum of four Calling Channels.
Installation	Installation of the Access (including the Equipment) and configuration of SIP Trunk(s) and Calling Channels.
Edge Router	The Equipment provided as part of the Smart SIP Service that terminates the physical access circuit. This Equipment is our demarcation point (if no emulator is required) and provides a connection to your on-site equipment. The Edge Router may consist of more than one piece of Equipment.
Broadband Service (optional)	Your Broadband Service will have the speed and data allowance set out in the Pricing Schedule.

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1.2 Smart SIP is available on a 24 or 36 month term.

2. Sites

2.1 Your Sites are specified in the Pricing Schedule.

2.2 Our agreement to provide services to you is conditional on us confirming that we are able to supply Access on your Site(s), and your confirmation to meet any additional costs or terms that might apply.

3. Access

3.1 Your Smart SIP Service can be delivered over:

- (a) Fibre (in which case the Fibre Access Service Description will apply); or
- (b) HSNS; or
- (c) 4G Cellular Data

3.2 We will assess the Access (and connection Equipment) required for your Service, and provision the Access appropriately. There is to be one Access circuit per Site.

4. SIP Trunks

4.1 There is to be one SIP Trunk per Site.

4.2 Each SIP Trunk may carry up to 15 Calling Channels (multiple Calling Channels).

5. Calling Channels

5.1 Calling Channels determine how many calls can be held at the same time both to and from the PSTN from your Site. Each Calling Channel can carry one call at a time.

5.2 Multiple Calling Channels can be delivered concurrently over a SIP Trunk and are treated as a 'pool' of available channels for carrying voice calls to and from the PSTN. The number of available Calling Channels may vary over time and can be scaled up or down at your discretion using the Self Service Portal. It is not possible to downscale the number of Calling Channels below four.

6. Calling Plans

6.1 You can choose from the Voice Basic Plan or the Voice Unlimited Plan for your Calling Channels.

6.2 Voice Unlimited Calling Plan includes standard person to person calls to standard landline and mobile New Zealand and Australian numbers. Other calls incur calling charges.

6.3 On Voice Basic Calling Plans all calls incur calling charges.

6.4 Calls are charged on a minute plus second basis with a minimum charge of one minute.

6.5 Certain calls made over the Calling Channels are not included in your Smart SIP Service Charges. These are known as Excluded Calls and include the following: 0900, Audio Conferencing, Carrier Access codes, Paging services, Direct dial to Tele-paging, Directory Assistance and International Directory Assistance, Satellite Calls (Inmarsat) and any numbers not included in the standard calling proposition. For an up to date list of Excluded Calls you must check our website at www.vodafone.co.nz.

6.6 DDIs are included with your Vodafone Smart SIP service.

6.7 You can choose to port local numbers from Vodafone or another service provider to the Vodafone Smart SIP Service. Porting charges and monthly DDI charges will apply if you port local numbers from another service provider.

7. Self Service Portal

7.1 You will receive access to the Self Service Portal as part of your Smart SIP Service. We will provide details on how to access and log in to the Self Service Portal.

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- 7.2 You may change the number of Calling Channels in the Self Service Portal. Calling Channels may be increased up to 15 and down to four without incurring a set up charge. Any changes to the number of Calling Channels will result in adjustments to your monthly charges.
- 7.3 You may change your Calling Plan using the Self Service Portal, but only once per month. Any changes to your Calling Plan will result in adjustments to your monthly charges.
- 7.4 The Self Service Portal provides a secure login. Each User will be provided with their own username and password. Each User is responsible for changing their passwords and keeping them updated in accordance with good security practice. You must not share your password or login details with others. Selected Users will have the ability to manage other User's features and any customer level features. You will need to accept the portal terms upon login to the Self Service Portal.
- 7.5 The Self Service Portal makes available a comprehensive set of management reports listed in the table below. The Self Service Portal includes easy to use filters for number and date ranges, plan type, etc. Data can be exported as CSV files and reports as PDFs at the click of a button, and can be emailed automatically if required.

Report Name	Description
CDR	Near real time call records including calling, called, and redirected numbers, start time, duration and call charges.
Calls By Destination Count	Total call count to destinations in descending order for selected period including duration and call charges.
Calls By Destination Duration	Duration of calls to destinations in descending order for selected period including total call count and charges.
Calls By Destination Charge	Call charges to destinations in descending order for selected period including total call count and duration.
Calls By Date Count	Total count of calls from all numbers by date for selected period, includes total duration and call charges.
Calls By Date Duration	Total duration of calls from all numbers by date for selected period including total count and call charges.
Calls By Date Charge	Total charge for calls from all numbers by date for selected period including total count and duration.
Most expensive calls	Most expensive calls in descending order for selected period including calling and called numbers, call type, start time, duration and cost.
Longest calls	Longest duration of calls in descending order for selected period including calling and called numbers, call type, start time, duration and cost.
Most frequently called numbers, call count, call charge	Most frequently called numbers in descending order for selected period including called number, total call count, duration and cost.

- 7.6 Each active phone number can have labels added to them such as user names or cost codes. These labels will then be appended to the CDRs, allowing you to allocate and manage call volumes and costs by department, person etc. These labels can be added and edited in the Self Service Portal.
- 7.7 For Emergency Calling purposes you will need to ensure your locations for each DDI is kept up to date within the Self Service Portal.
- 7.8 Call reporting will be available in near real time after a call terminates (not allowing for the portal refresh or Internet delays).

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PART C – PRICING

8. Billing

- 8.1 Refer to the Pricing Schedule for details of all applicable Smart SIP Service Charges.
- 8.2 You will be billed for your Smart SIP Services once Calling Channels are operational and you are able to make calls.
- 8.3 If you terminate your Smart SIP Services before the end of the Service Initial Term, Early Termination Charges may apply. The Early Termination Charge for Smart SIP Services is set out in the Commercial Schedule.

9. Site(s)

- 9.1 Please refer to the Pricing Schedule in Appendix 1 for details of the Site(s) which will receive the Services provided under this Service Description.

PART D – INSTALLATION

10. Installation

- 10.1 Installation may be considered Standard or Non-standard. Non-standard installations will incur additional fees as set out in the Pricing Schedule:

Install category	Explanation
Standard Install	Where the installation of Access meets the business rules of the access provider and the SIP service is a single site deployment delivered to an on-site PBX/ phone system.
	Where the installer has existing spare fibre or copper available all the way through to the required location for the install.
Non-Standard Install	Where the installer needs more fibre or copper (HSNS) to service the required location for the install.
	Multiple-site, Cloud (network hosted phone system), and hybrid (Network + site based phone system) SIP configurations.
	Where diversity is required.

- (a) A Standard Set up Charge may apply per Site for installations that we consider to be simple as set out in the Pricing Schedule.
- (b) If we consider that any installation is not Standard, our Charge for that installation will be calculated on a time and materials basis and we will consult with you to agree on the costs (or the basis of such costs) prior to incurring them.
- (c) Your Access will be installed first. In some cases, characteristics of your Access line(s) may mean we are unable to supply you with Smart SIP at a particular Site. If this occurs, we will investigate alternative access with you such as 4G Cellular. In some cases we will attempt to re-activate your previous connection, but we cannot guarantee reactivation will be successful.
- (d) 4G Cellular may be installed as a primary Access link or for fail over Access.
- (e) Once your Access is operational, we will configure your Smart SIP Service. Installation will be scheduled as soon as practicable.
- (f) If you have an existing fixed broadband service, you are responsible for cancelling that existing fixed service, and paying any termination charges to your service provider. We strongly recommend that you do not cancel your current existing broadband service before we have successfully completed installation of your Smart SIP Service set up. If you do so, there is a risk that your current service will terminate before we have completed your installation.

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- (g) Your installation is subject to the availability of port capacity in the physical network. If there is a delay your installation will be queued until it can proceed.
- (h) While processing your order, we may (as a consequence of third party requirements) need to vary the installation and/or the monthly recurring Charges. We will seek your consent to any such changes however if we do not receive your consent to such changes within 10 Business Days of requesting it we may terminate the particular Access in question and neither party will have any further liability to the other in relation to that particular Access.
- (i) The set up charge in the Pricing Schedule excludes any required trenching from your property boundary to your premises (including any trenching required between buildings which make up your premises). If there is no duct to the required standards available to install the Service, you must arrange for trenching work to allow our installer to lay the required duct. The trench must be to the applicable Chorus standard, and our installer may refuse to proceed if it is not. Any duct installed becomes the property of our installer.
- (j) You will be responsible for obtaining any necessary consents to undertake this work. Where the costs of installation or modification of Upstream Premises Wiring will exceed those for a standard installation (to be determined at our absolute discretion), we will only proceed once you agree to pay our time and materials charges for the installation or modification.
- (k) We are not responsible for connecting the services to your LAN or your equipment (including your PBX).
- (l) We will supply you with a Vodafone Edge Router to terminate the Smart SIP Service on. From the Vodafone Edge Router the Smart SIP Trunk will be presented as a SIP Trunk.
- (m) The Vodafone Edge Router and any other equipment supplied for this Service is our Equipment. The Edge Router may be swapped out or replaced by us at any time during the provision of the Smart SIP Service. You will not unreasonably withhold access to the Vodafone Edge Router and any delay attributable to you resulting in extended downtime will be taken into account for the purposes of measuring our performance against the service level described in clause 14 below.
- (n) Where we attend at your premises at the arranged time for installation and are not able to gain access we may charge you a rescheduling fee.
- (o) We will work with you to determine a schedule by which all of your geographic numbers can be created, ported, or re-routed as required for connection.

11. Customer Installation Responsibilities

11.1 You are responsible for the following:

- (a) providing an on-site Customer representative to sign the Service order paperwork to start and finish an Access installation or upgrade;
- (b) providing any downstream premises wiring to your equipment, and to physically interconnect the Access with your equipment;
- (c) ensuring your phone system is compatible with the Smart SIP service specification;
- (d) ensuring any existing services such as EFTPOS and monitored security and medical alarms work over fibre. Check with your EFTPOS or monitoring service provider of these services before signing up to Vodafone Smart SIP.
- (e) ensuring our Equipment is sufficiently ventilated, away from extreme temperatures, and is supplied with power including any battery back-up you may require. You must look after our Equipment and if requested, return such Equipment to us in working condition at the end of the Service Initial Term or on termination of the Smart SIP Service. We may charge you for this Equipment if you do not return it to us or if it is returned damaged (excluding fair wear and tear).

12. Your Other Responsibilities

12.1 You are responsible for providing support for Your Network, and any equipment or materials on Your Network's side of the Point of Connection.

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- 12.2 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.
- 12.3 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 Smart SIP Service for you.
- 13. Service Limitations**
- 13.1 In addition to the terms set out in the Legal Schedule, you may not use the Smart SIP Service:
- (a) for contact centres, telesales, auto-dialling, continuous call forwarding or telemarketing; or
 - (b) for re-supply, resale, on sale or any other supply to a third party (whether in whole or in part).
- 13.2 We may decline to supply you with a Smart SIP Service, or suspend or terminate your Service (in whole or part), if we consider that your use or a User's use of the Service is not in accordance with clause 13.1 above.
- 13.3 We apply traffic management policies to avoid congestion. The traffic management policies of other network operators may also impact you.
- 13.4 Calling Channels should not be your primary service for emergency services calling (111 calling). In the event of a power failure at a Site emergency services calling will NOT work from that Site. In the event of a power failure at a Site or transmission errors, emergency services calling and alarm monitoring may NOT work from that Site. We will not be liable for any loss suffered in the event you choose to use Calling Channels for emergency services calling or alarm monitoring purposes.

PART E – OPTIONAL SERVICES

The Optional Services you select will be set out in the Pricing Schedule together with the associated Charges.

You may select any of the following optional services to be supplied with the Smart SIP Services. Optional Services are considered non-standard deployments and may also attract professional service Charges for the design of the Services and other recurring and/ or non-recurring charges. Refer to the Pricing Schedule for details of these Charges.

14. Broadband

- 14.1 You may choose a Smart SIP service that includes Broadband. This option provides Internet Access over the same Access as the Smart SIP Voice Services.
- 14.2 Our Internet Acceptable Use Policy applies to your use of the optional broadband component of Smart SIP. You can find this policy on our website at www.vodafone.co.nz and it is updated from time to time. We may suspend your Broadband Service with immediate effect if you do not use the Broadband Services in accordance with that policy.
- 14.3 Statements about the speed of your Broadband Service is based on theoretical maximums and are not guarantees of continuous speed. Where a download or upload speed is specific, the services are capable of burstable speeds up to the speed stated. The actual speed that your Broadband connection can achieve will depend on a number of factors which may include: your equipment (including your computer and Wi-Fi capability); your internal and external premises wiring; the distance of your premises from the exchange; New Zealand and overseas networks; internet traffic congestion; other environmental factors; how many other people are using it at the time.

PART F – SUPPORT

15. Support

- 15.1 We will provide you with the support set out in the Fixed Services Service Level Agreement. The Service Levels applicable for Smart SIP Services are set out below.

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- 15.2 We may, from time to time, undertake maintenance on Smart SIP Services. We will notify you before we undertake any planned maintenance that may affect your use of your Smart SIP Service. If for any reason an outage is required, we will work with you to either reroute the calls, ensure the planned outage is well outside your hours of business and will use reasonable endeavours to minimise the impact.
- 15.3 We may, from time to time, have to undertake urgent work to prevent outages and faults. We will use reasonable endeavours to give you at least 30 minutes' prior notice before we undertake the work. However, we may not always be able to give you prior notice.
- 15.4 Smart SIP Service level target fault response and resolution times:

Priority	Definition	Response time for reported incident	Resolution time for reported incident *	Update	Service window
1	100% of Users (across all Sites) are unable to make and/or receive calls.	30 min	6 hours	Every 30 mins	24x7
2	Less than 100% of Users but more than 50% of Users (across all Sites) are unable to make and/or receive calls.	1 hour	8 hours	Every hour	24x7
3	An incident which impacts on delivery of a significant part of the Service e.g. loss of dial tone, inbound or outbound calls.	6 hours	3 Business Days	1 Day	7am – 5.30pm Mon-Fri
4	An incident that does not require urgent attention e.g. single User issue or query.	1 Business Day	7 Business Days	On completion	7am – 5.30pm Mon-Fri
* Faults requiring a technician site visit for physical service outages such as fibre or copper cuts are excluded from the resolution time service level targets due to the nature of the faults					

- 15.5 In the event that the Smart SIP Service fault response and resolution 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.

16. Smart SIP Service Availability Service Level Target

- 16.1 Where the Smart SIP Service is taken with dual Diversity or higher, the target availability of the Smart SIP Service is 99.7% (**Availability Service Level**). The Availability Service Level is measured on a rolling three monthly basis and will be measured at the Vodafone service edge boundary.
- 16.2 In the event that the Availability Service Level is not met, the parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet the Availability Service Level.
- 16.3 We are not liable for failure to meet the Availability Service Level to the extent that any of the following events contribute to that failure:
- (a) planned maintenance windows;
 - (b) Site power outage;
 - (c) you are not able or are delayed in providing us with any assistance or information that is reasonably necessary to restore Service;

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- (d) we are not permitted or able to access your Site provided we have given you reasonable notice that access is required;
- (e) any issue occurring outside the demarcation points which we are responsible for;
- (f) a fibre or copper cut or infrastructure failure by a third party outside our reasonable control, provided that in this event we will use reasonable endeavours to mitigate such failure to the extent reasonably practicable;
- (g) there is a Force Majeure Event; or
- (h) you cause or to the extent that you contribute to the delay.

16.4 The Availability Service Level is a target only and is not subject to Service Credits.

17. Definitions

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

Access means the fixed or mobile access connection to each of your Sites;

Broadband Service means the high-speed Internet access service that is always on and faster than dial-up access;

Calling Channels are virtual circuits for carrying voice calls;

CDR is a Call Detail Record. It is a data record of a telephone call (e.g. time of call; call duration);

Diversity means alternative access over which communications can be diverted through in the event the primary circuit fails;

Emergency Calling means calls to 111;

Equipment means any equipment and related software which is supplied by us and installed at your premises for the purposes of providing the Smart SIP Service;

LAN Local Area Network is the Customer's communications network that connects computers and phones in their office.

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

PSTN is an acronym for Public Switched Telephone Network, a network of interconnected voice oriented public telephony networks;

User is an authorised person permitted by you to access and use the Self Service Portal; and

Your Network means the telecommunications system owned and/or operated by you .