

VOCUS SIP SERVICE SCHEDULE

1 SERVICE DESCRIPTION

- 1.1 This Service Schedule applies to SIP service (**Vocus SIP Service**). The Vocus SIP Service enables a switch to be connected to the PSTN via SIP/IP/RTP connectivity rather than traditional ISDN/PRI/POTS type connectivity.

2 SERVICE AVAILABILITY AND QUALITY

- 2.1 Subject to clause 2.2, Vocus will provide the Vocus SIP Service in accordance with the Vocus SLA.
- 2.2 Clause 2.1 of this Service Schedule does not apply to Customers accessing the Vocus SIP Service via third party broadband services. The Customer agrees and accepts that the Vocus SLA does not apply if they access the Vocus SIP Service via third party broadband services.

3 CALL PLAN AND CHARGES

- 3.1 Vocus will monitor call usage against the Call Plan on a monthly basis and the Customer agrees and accepts that Vocus monitors call type and duration.
- 3.2 Call usage is calculated based on the rates applicable to the Call Plan as set out in the Service Order or which are otherwise made available by Vocus to the Customer. The Customer agrees and accepts that Vocus may amend the rates at any time by giving to the Customer:
- (a) subject to clause 3.2(b), 14 days' written notice; or
 - (b) where the Customer is a reseller or wholesaler of the Vocus SIP Service, 5 days' written notice.
- 3.3 The Customer is responsible for ensuring that all Customer Equipment is secure and Vocus is not liable for call charges resulting from Toll Fraud and reserve the right to pass such call charges on in full to the Customer.

4 REASONABLE USE

- 4.1 This clause 4 applies to Customers who have included calls as part of their Call Plan.
- 4.2 Customers must not use the Vocus SIP Services unreasonably. Unreasonable use includes (without limitation):
- (a) running a telemarketing business or call centre;
 - (b) re-supplying or reselling the Vocus SIP Service;
 - (c) wholesale of any Vocus SIP Service (e.g. transit, refil or aggregate domestic or international traffic) on Vocus network;
 - (d) using the Vocus SIP Service in a way which unreasonably affects other customers' access to the network;
 - (e) setting up switch devices which overcome subscription and/or pricing charges, potentially limiting the ability for other customers to access the Vocus SIP Service; or
- 4.3 In the event that the Customer uses the Vocus SIP Service unreasonably as described in clause 4.2, Vocus may at its discretion notify the Customer that call charges apply to all calls at rates available upon request and the Customer must pay those call charges.

5 SERVICE ACTIVATION

5.1 Service installation for Vocus SIP Services will be undertaken during Business Hours. If a request is made to activate the Vocus SIP Service outside of these hours, Vocus' standard professional services rates will apply.

5.2 Vocus will endeavour to install the Vocus SIP Services within the time frames set out below upon confirmation by email of the acceptance of a signed Service Order:

Conditions	Service Activation Period
Where Vocus SIP Service is within a serviceable area and where Vocus has a reservation of geographic numbers for that area	10 Business Days*
Where Vocus does not have a reservation of geographic numbers for that area	25 Business Days*
Where third party software licenses are required by Vocus to deliver a service	20 Business Days*

**The Service Activation Period does not include the number porting or the activation of any broadband services such as modems, cabling or infrastructure and private networks. Should number porting or the installation and activation of a broadband internet service or private network service delay the activation of the Vocus SIP Service, the Service Activation Period will exclude any such delays.*

5.3 The Service Activation Period does not include any delays caused by:

- (a) Scheduled Maintenance.
- (b) Any acts, omissions and delays by the Customer including installation requirements notified after the date of the Service Order.
- (c) Customer Equipment, third party equipment, facilities or applications.
- (d) Force Majeure Events.
- (e) Intervening Events.

5.4 Any relocation or modification of an existing Vocus SIP Service requires a Service Activation Period of 5 Business Days. The relocation or modification of an existing Vocus SIP Service will only be performed when an actionable order in a form as directed by Vocus is received and accepted by Vocus.

5.5 The Customer agrees and acknowledges that:

- (a) no rebates apply in respect of any failure to install the Vocus SIP Services within the Service Activation Periods; and
- (b) establishment charges apply where new sites are added to an existing Vocus SIP Service.

6 ADDITIONAL CHARGES

6.1 In addition to the fees and charges disclosed in the Service Order, the invoice or such other fee disclosure document provided by Vocus to the Customer, additional charges may also be applicable including but not limited to the following:

- (a) If Vocus is requested by the Customer to provide the Vocus SIP Service at a different site to the locations specified in the Service Order prior to the delivery of the Service, the Customer must pay Vocus' reasonable costs and fees arising from the change of site.

- (b) If the information the Customer provided to Vocus to determine the infrastructure and installation required was incomplete or inaccurate.

6.2 Early termination

If the Agreement is terminated before the end of the Initial Term for any reason, in addition to the Customer's obligations under the Master Services Agreement, all outstanding monthly instalments become immediately due and payable by the Customer to Vocus.

7 CUSTOMER EQUIPMENT

- 7.1 The Customer must ensure that all Customer Equipment and its use in connection with the Service, complies with all laws, directions by a Government Agency and any reasonable directions by Vocus, otherwise Vocus may disconnect that Customer Equipment from the Vocus SIP Service on giving reasonable notice or immediately in an emergency.

8 MAINTENANCE AND REPLACEMENT

- 8.1 Vocus may in its discretion and for so long as it determines, replace any part of the Vocus Equipment or Vocus SIP Service with similar equipment or service as may for the time be available. Any replacement shall be subject to the Agreement in the same way as if they comprised the original Vocus Equipment or Vocus SIP Service offered.
- 8.2 Vocus may interrupt the Vocus SIP Service or Vocus Equipment for Scheduled Maintenance and will give advance notice to the Customer wherever possible.

9 PROVISIONS APPLICABLE TO THE VOCUS SIP SERVICE

Customer's Use of Vocus SIP Service and Equipment

- 9.1 Unless otherwise agreed in writing, the Customer shall not resell, hire, let or make available the Vocus SIP Service for use in any way, including allowing access thereto, to any other person other than a person at the Premises exclusively for purposes directly related to the Customer's business.
- 9.2 Subject to the terms of the Agreement and unless otherwise agreed, the Customer must only use the Service for the communication of data between locations and sites for purposes directly related to its business.
- 9.3 The Customer must not use, or attempt to use, the Vocus SIP Service:
 - (a) For any improper or unlawful purpose or allow others to do so;
 - (b) In breach of any applicable Government Agency requirements, legislation and laws including but not limited to any privacy laws; copyright laws and telecommunications laws;
 - (c) In any way which damages, interferes with or Interrupts the Vocus SIP Service, the Vocus Network or a Supplier Network;
 - (d) In any way which may damage any property or injure or kill any person; or
 - (e) To transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted.

Customer to Comply with Vocus' Directions

- 9.4 The Customer acknowledges that:

- (a) where the Vocus SIP Service is a carriage service, Vocus may be required to intercept communications over the Service as directed by an authorised entity; and
- (b) Vocus may monitor the Customer's usage of the Vocus SIP Service and communications sent over it for the purposes of billing and network monitoring and management or as otherwise required by any law, legislation, or direction of any Government Agency.

9.5 Vocus may ask the Customer to stop doing something which Vocus reasonably believes is contrary to clauses 8.2 and 8.3. The Customer must immediately comply with any such request. If the Customer does not, then Vocus may terminate or suspend the Agreement or take any steps reasonably necessary to ensure compliance with clauses 8.2 and 8.3 or the request.

10 CONFIGURATION OF VOCUS SIP SERVICE

10.1 Where applicable as set out in the Service Order or as otherwise agreed between the parties, Vocus provides configuration services on a best endeavours basis. Without limiting the above, the Customer is responsible for ensuring that the information provided to Vocus to provide such configuration services is complete and accurate.

11 SUSPENSION BY VOCUS

11.1 Vocus may, upon reasonable notice, without liability and with immediate effect suspend the Service for as long as Vocus, acting reasonably, considers necessary:

- (a) to allow Vocus or a third party supplier to repair, maintain or service any part of the Vocus Network or Supplier Network used to supply the Service;
- (b) to remediate problems experienced interconnecting the Vocus Network with any Supplier Network;
- (c) to comply with any law, protect any person, equipment or Vocus Network, or enable authorised persons to attend to any emergency.

11.2 If the Service is suspended as a result of the Customer's breach of the Agreement or otherwise in accordance with this agreement, then the Customer:

- (a) will have to pay any recurring charges arising during suspension; and
- (b) a reactivation charge if reactivation or reinstatement of the Service is necessary after it has been suspended

Following Termination

11.3 Upon termination of the Service for any reason the Customer must give Vocus, its agents or employees reasonable access to the Premises for the purpose of disconnecting, dismantling and removing the Service and Vocus Equipment, and the Customer shall render all reasonable assistance to Vocus to enable it to do so.

11.4 Vocus must upon removal of the Service and Vocus Equipment make good to a reasonable standard any damage caused during the removal of the Service, but without any obligation to repaint or redecorate. This clause shall not apply if termination of the Service by Vocus occurs as a result of any breach of the terms of this Agreement by the Customer.

12 SIP NUMBERS AND SERVICES

- 12.1 Vocus can allocate nationwide geographic, non-geographic DDIs numbers to Service Providers which they can then manage and allocate to their end users. Vocus will originate calls to these access numbers from the PSTN and route calls to the appropriate SIP Trunk.
- 12.2 Vocus will comply with the NZ Numbering Plan and reserves the right to alter or replace any number as a result of compliance with the NZ Numbering Plan or with any direction from the NAD. Vocus will inform the Customer if any alternation or replacement of number by Vocus is likely to or does affect the Customer.
- 12.3 The Customer acknowledges and agrees that if it applies to port geographic service numbers from another supplier's service to the Vocus SIP Service (a process commonly referred to as LNP), Vocus does not warrant such a port or that numbers can be successfully ported to Vocus or vice versa. LNP involving complex porting is subject to extended lead times.
- 12.4 Vocus will pass on to the Customer, and the Customer must pay to Vocus, all charges payable to another supplier arising from number porting including, without limitation, any charges payable if the date for number porting is rescheduled at the request of the Customer.
- 12.5 **Calling Line Identification (CLI) Barring**
- If the Customer does not request barring CLI in respect of calls made from the Vocus SIP Service, when a call is made from the Vocus SIP Service, the Customer's telephone number may be sent automatically to the equipment of the called party. The Customer further agrees that if a party calling the Vocus SIP service has not barred CLI for calls made from its equipment, the telephone number of the calling party may be displayed on the screen of the Customer's handset, which receives the call, if the handset is technically capable of displaying CLI.
- 12.6 **No Directory Listing**
- Where the Vocus SIP Service includes the provision of a phone number, Vocus will mark the phone number as 'unlisted' in directory listings.
- 12.7 **Number Transfer on Service Termination**
- Upon the termination of an Vocus SIP Service, Vocus may release to the Customer's new service provider the telephone number that was ported (transferred or moved over) to Vocus from the Customer's previous service provider and used in connection with a Vocus SIP Service if the new service provider is able to accept such a number. The Customer must request in writing the transfer upon termination or expiry of the Vocus SIP Service.
- 12.8 **Call Type Definitions**
- Local / National origination: - This is the collecting of a call from the PSTN destined for a Vocus-allocated or ported-in DDI and handed to Service Provider via the SIP Trunk.
- Local termination: - This is a call originated from within the Service Provider network and handed to Vocus (via the SIP Trunk) where with the AParty number is registered within the same LCA (Local Calling Area) as the terminating (BParty) number.
- National termination: - This is a call originated from within the Service Provider network and handed to Vocus (via the SIP Trunk) destined for a fixed PSTN number in a different LCA (Local Calling Area) to that of the originating (AParty) number.
- Land to Cellular: - This is a call originated from within the Service Provider network and handed to Vocus (via the SIP Trunk) destined for a cellular or non-geographic number (02x).

13 **DISCLAIMERS**

- 13.1 Subject to clause 2, except for any warranties implied by law which cannot be legally excluded, Vocus does not warrant, and have not represented, that the Vocus SIP Service is or will be free of errors, defects or interruptions, or that it will be available at all times.

14 **MASTER SERVICES AGREEMENT APPLY**

- 14.1 The Vocus SIP Service is subject to the Master Services Agreement between Vocus and the Customer. Defined terms in the Master Services Agreement have the same meaning in this Service Schedule unless expressed to the contrary.

15 **DEFINITIONS**

- 15.1 In this Service Schedule, unless the context otherwise requires:

Business Hours means a period of time from 9am to 5 pm on a day that is a Business Day.

Call Plan means the call plan selected by the Customer as set out in the Service Order or as subsequently agreed by Vocus.

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Establishment Fee means the establishment fee repayable by the Customer and set out in the Service Order.

Government Agency means any government or governmental, semi-governmental, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or other statutory entity including but not limited to the MBIE, the Commerce Commission and any other governmental or statutory body or authority.

Included Value means the value of calls included in the Call Plan.

Intervening Event means an event beyond Vocus' reasonable control which interferes with and prevents Vocus from providing the Vocus SIP Service to the Customer but not a Force Majeure Event. Such events include any act or omission of the Supplier, any disruption to Vocus or Vocus' Supplier's networks, infrastructure and equipment, failure of any electrical power supply, changes to any laws or regulations.

Interruption in the supply of goods or a service (including the Vocus SIP Service) means a delay in supplying, a failure to supply or an error, defect in the supply of, those goods or that service and **Interrupts** has a corresponding meaning.

Master Services Agreement means the master services agreement between Vocus and the Customer governing the general terms and conditions on which Services are provided under this Service Schedule and any applicable Service Order from time to time.

NZ Numbering Plan means the framework for the numbering and carriage services in New Zealand maintained under the Number Administration Deed.

Service Activation Period means the timeframes as described in clause 4.2.

Service Interface – means the physical interface at the Service Delivery Point by which the Customer connects to the Vocus SIP Service.

Service Order means the Vocus Service Order for the Vocus SIP Service.

Supplier means a carrier, carriage service provider, telecommunications service provider, a wholesale supplier of telecommunications services, software provider equipment supplier or other supplier who Vocus uses from time to time, in order to supply the Vocus SIP Services or any part of it, for resupply.

Supplier Network – means any telecommunications network, equipment, or facilities, or cabling controlled by a third party supplier.

Vocus SIP Service has the meaning set out in clause 1.1.

Vocus Network means any telecommunications network, equipment, or facilities, or cabling controlled or utilised by Vocus.

Vocus SLA means Vocus' Service Level Agreement which is made available by Vocus to the Customer as is updated from time to time.

SIGNED by the parties as an agreement.

SIGNED by **Vocus NZ Limited** by its authorised officer:

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Signature of Witness

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Name of Witness (print)

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Date:

SIGNED by **[Customer]** by its authorised officer:

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Signature of Witness

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Signature of Authorised Officer

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Name of Witness (print)

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Name Authorised Officer (print)

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Date