

VOCUS WHOLESALE SIP PEERING SCHEDULE

- New Zealand-

1. About this Document

- 1.1 This Service Schedule forms part of the Customer's Agreement with Vocus.
- 1.2 In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, refer to clauses 1.2 and clause 2.3 of the General Terms of the Agreement.
- 1.3 Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule may be defined in clause 1.1 (Definitions) of the General Terms of the Agreement.
- 1.4 For the avoidance of doubt, the Interpretation section in the Agreement applies to this Service Schedule.

2. Term

- 2.1 This Service Schedule commences on the Commencement Date detailed in the Key Service Schedule Details and will continue in full force and effect for the Initial Term and will automatically renew for successive 12 month periods unless this Service Schedule or the Agreement is terminated earlier in accordance with its terms.

3. Rates and Service Charges

- 3.1 The Rates and Service Charges in connection with the Vocus Wholesale SIP Services are initially as set out in Annexure A (Pricing) to this Service Schedule.
- 3.2 For the avoidance of doubt, the Customer must pay the Rates and Service Charges to Vocus in accordance with the Agreement.

The customer agrees and accepts that Vocus may amend any of the call pricing with Annexure A (Pricing) on giving the Customer 30 workings days prior written notice.

4. Vocus Wholesale SIP Service Description

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

5. Service Availability and Quality

- 5.1 If your VoIP service is delivered over the internet (either supplied by Vocus or Third Parties), you accept the voice quality &/or mean opinion score (MOS) results maybe compromised due to the nature of the Internet.
- 5.2 The customer accepts that non-voice communications equipment such as home alarms, fax machines, Sky Digital and St Johns' alarm for example may not work over this service

6. Customer Equipment

- 6.1 The customer is responsible for all end-user equipment and access over which the SIP Service operates.
- 6.2 The Customer must ensure that all End User 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 the Vocus Wholesale SIP Service on giving reasonable notice or immediately in an emergency.

7. SIP Numbers and Service

- 7.1 Vocus can allocate national-wide geographic and non-geographic DDI numbers to Customers which they can then manage and allocate to their end users. Vocus will originate calls to these DDI numbers from the PSTN and route calls to the appropriate SIP Trunk.
- 7.2 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.
- 7.3 The Customer acknowledges and agrees that if it applies to port geographic service numbers from another supplier's service to the Vocus Wholesale SIP Service (a process commonly known as LNP), Vocus does not warrant such a port or that numbers can be successfully port to Vocus or vice versa. LNP involving complex porting is subject to extended lead times.
- 7.4 You may be able to port your Vocus DDI to another Service Provider. If you wish to do so, you must contact the other Service Provider directly you will be responsible for competing the Porting requirements of that Service Provider. Vocus will comply with our obligations under the Terms for Local and Mobile Number Portability in relation to porting your number. You will be responsible for all costs associated with porting your DDI's in this scenario.

Early Termination

- 7.5 Early termination charges (ETC) apply for termination within the minimum term of a contract, calculated as the monthly charge multiplied by the remaining months of the contract.

8. Service Obligations

- 8.1 Vocus will make available to the customer on a monthly in an electronic format Call Detail Records ("CDRS"), including as a minimum CLI, number of calls, duration of any calls, and breakdown of charges on a per call basis.
- 8.2 Vocus undertakes to exclude the possibility for the End User to accept "collect" toll calls in using the numbers supplied.

9. Emergency Calling

- 9.1 Vocus is a signatory to the Telecommunications Carrier Forum (TCF) code for emergency calling service and we will meet our obligations as a Carrier for calls handled over our network.
- 9.2 Vocus is entitled to recover any costs from upstream third parties in relation to this service. Vocus encourages Customers to read the code, and ensure they are compliant with all aspects.

10. Legal Intercept

- 10.1 Vocus will comply with its obligation under the Telecommunications Intersection Capability and Security Act 2013 (Act).
- 10.2 The Customer needs to be aware of their obligations as a network operator or service provider to comply with the requirements of the Telecommunications Intersection Capability and Security Act 2013 (Act) regarding lawful intercept duties (Part 2 of the Act) and network security including the requirement to engage with the Government Communications Security Bureau about changes and developments with their

networks where these intersect with national security as well as register and maintain registration with New Zealand Police (Part 3 of the Act).

11. Support

11.1 Vocus helpdesk support is included however the Customer is expected to provide level one (1) support to the End User.

11.2 Customer must ensure that its End Users do not call the Vocus support desk directly

12. Termination

12.1 Without limiting any of Vocus' termination rights set out in any other clause of this Service Schedule or Agreement, Vocus may terminate a Vocus Wholesale SIP Service with immediate effect if the Service is used for:

- a. 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.

13. Service Outages

13.1 From time to time, Vocus or its relevant upstream Supplier may perform maintenance or upgrade work that may affect the Wholesale SIP Service.

13.2 Any disruption caused to the Wholesale SIP Service will not constitute a breach of Vocus' obligations under this agreement. Where planned maintenance is to be undertaken by Vocus in relation to the Vocus Network or Broadband Services, it will exercise best endeavours to provide the Customer with at least five (5) Working Days' notice of such work. For the avoidance of doubt, failure by Vocus to meet this notice requirement will not give rise to a termination right for the Customer.

13.3 Where planned maintenance is to be undertaken by Suppliers in relation to the Supplier Network, Vocus will exercise reasonable endeavours to provide the Service Provider with as much notice as possible of such work bearing in mind it will be reliant on Suppliers.

If the Customer becomes aware of any unplanned outage before it receives notice from Vocus, the Customer must use reasonable endeavours to notify Vocus as soon as possible.

14. Definitions

14.1 In this Service Schedule:

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

Customer means the party that Vocus provides the Service directly to and is a party to this contract.

Early Termination Fee means the fee imposed on the Customer by Vocus that becomes payable to Vocus by the Customer in circumstances where a Wholesale SIP Service is terminated prior to the expiry of the End User Minimum Term, as notified to the Customer by Vocus.

End User means a person who acquires a service from the Customer that is a resupplied version or a derived version of a Service supplied to the Customer by Vocus and includes all members of that End User's household, whether family members or otherwise.

General Terms means the General Terms section of the Agreement.

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 or any other governmental or statutory body or authority.

International Call means any call where an international call prefix or dial out code is dialed prior to the destination telephone number.

LICA means Local Call Interconnect Area,

Local Call means any call where call is handed over in a LICA which is in the same LICA as the LICA to which the number is allocated.

Local Number means a seven digit number in any range allocated to either party in association with an area code (3, 4, 6,7, 9) for allocation for use by the Customer and End Users.

Mobile Call means any Customer Call where the number dialed by the calling party is a Mobile Number.

Mobile Number means any number prefixed by a non-geographic code, as set out in the NAD Schedule of Non-Geographic Service Codes.

NAD means the Number Administration Deed, as amended or updated from time to time.

National Call means any call where:

- a) The Designated Destination is a network in New Zealand operated by Vocus or another carrier; and
- b) The call is handed over in a LICA which is not the same LICA as the LICA in which the number is allocated.

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

Service Interface means the physical interface at the Service Delivery Point by which the Customer connects to the Vocus Wholesale 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 a telecommunications network, equipment, or facilities, or cabling controlled by a third party supplier.

SIP (Session Initiated Protocol) is a communications protocol for signaling and controlling multimedia communication sessions. The most common applications of SIP are in Internet telephony for voice and video calls over Internet Protocol (IP) networks.

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

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



SIGNED by the parties as an agreement.

SIGNED by **Vocus (New Zealand) Limited** by its authorised officer:

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Signature of Authorised Officer

.....
Name Authorised Officer (print)

.....
Date:

SIGNED by **[insert company name] ([insert company number])** by its authorised officer:

.....
Signature of Authorised Officer

.....
Name Authorised Officer (print)

.....
Date