

UCC and IPT Service Schedule

This Service Schedule forms part of your company's Agreement with NOW and should be read in conjunction with NOW's Business Customer Terms and Conditions which can be found at <https://www.nownz.co.nz/terms-conditions/business-terms-and-conditions/>. In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, this Service Schedule takes precedence.

1. Overview

This agreement applies whenever NOW provides services of any kind or does anything else for NOW business customers or other non-residential customers except where a separate written agreement covers other services we provide. In this agreement, we have used "we" or "us" for NOW providing services for you, "you" for the customer and "service" or "services" to cover all goods and services of any kind we provide and anything else we do.

The following Terms apply to our business customers who have a NOW Unified Communications and Collaboration (UCC) or Internet Protocol Telephony (IPT) Service. NOW's UCC and IPT is a cloud-based PBX solution based on a hosted Mitel MiVoice Business platform. It delivers cloud telephony features and functionality on your IP desk phone, Desktop/PC and/or mobile app.

2. Service inclusions and options

2.1 Service Description

The NOW UCC and IPT services are both part of NOW's Cloud Communications suite which is built on a Mitel VoIP geo-resilient platform.

These services are based on the Mitel licensing model where individual users are assigned Mitel licenses depending on the service offering chosen. Pricing for users is dependent on the license each user has assigned. To subscribe to this you service must have at least five users of either the IPT or UCC service types.

The following licenses options are available for this service:

- IPT is a fully featured Cloud PBX service offering with users accessing the service using a physical deskphone or SIP Cordless DECT phone.
- UCC allows users to access the service from any of the following devices: Mobile App, Desktop/PC App or a physical deskphone or SIP cordless DECT phone. Users can use just a Desktop/PC App for all their activities or a combination of all devices.

2.2 Service inclusions

As part of the service we'll provide the following service elements:

- Phone numbers (NOW range or ported from another NZ Telco network)
- User profiles
- Selected user features
- Call flow design. We'll work with you to decide how calls will flow on your UCC and IPT system. This includes:
 - Identifying your main number and other pilot numbers
 - Features needed, such as Auto attendants and Hunt groups
 - What happens to calls when no one is free to answer them
 - Voicemail with voicemail to email option
- System configuration
- IP phones and UC applications (dependent on license option and hardware purchased)

2.3 Service installation

Our service delivery team will install the IP phones needed and related software and hardware, such as UC applications, power supplies or POE switches (if requested). They'll also provide a basic overview of the service to users. This overview will be no longer than one hour. You can buy more training sessions at extra cost.

We'll notify you when the UC and IPT service is complete, or on the agreed date if you're completing a self-installation. At this stage the service will be operational and standard support processes will apply.

3. Service terms

1. Site audit and installation fees will apply. The fees will depend on the number of sites and whether you need a remote or onsite installation and the number of users you have. If the site audit requires extra work, like new cabling, you must arrange and pay for this to be done. Your installation will not go further until the extra work's completed.
2. We will inform you if there are additional design, build, installation and/or project management fees that are not covered by our standard installation fees. We will provide you with a separate statement of work for complex deployment projects.
3. Standard installation includes from deployment of equipment from the wall port to the phone. No patching to POE or running of cables is included. This needs to be completed prior to arrival of NOW Staff.
4. If NOW are providing the POE switch, all cabling needs to be pre-run (and labelled clearly) prior to the install date.
5. Phone numbers:
 - a) Unless NOW has agreed otherwise, all addresses, phone numbers, electronic addresses and other codes allocated to the customer remain the property of NOW.
 - b) NOW may be required to change the phone number(s) or IP addresses allocated to you. If this is necessary, NOW will give you as much notice as reasonably possible of any such change.
6. NOW trial period. If NOW agrees to a trial period as part of the initial proposal:
 - a) this agreement shall be subject to a trial period;
 - b) the trial period shall, unless specified in the initial proposal or terminated earlier, be for a period of 28 days terminating at 11.59pm on the 28th day of the trial period;
 - c) any provision of this agreement intended to survive termination of this agreement shall survive termination of the trial period and continue in full force and effect;
 - d) at the end of the trial period, you shall give notice in writing to NOW whether to subscribe for the Services in accordance with this agreement or to terminate the Services;
 - e) if you elect to terminate the agreement and give NOW written notice of this prior to the end of the trial period, then the Services shall terminate at the end of the trial period and you shall be liable to pay for the Services through to that time;
 - f) if you do not give written notice of termination prior to the end of the trial period then, unless agreed otherwise by the parties, the termination provisions in NOW's [Business Customer Terms and Conditions](#) will apply.
7. The monthly user charge does not include calling charges. IPT and UC users get a fixed landline phone number. All calls made from your IP phone, mobile app and desktop applications are billed as fixed line calls based on the calling rates in your Service Subscription Agreement. Calls made through the UCC apps will be treated as a call that came from New Zealand.
8. We aren't responsible for other service provider broadband or mobile issues impacting the UC and IPT service.
9. We will charge you a one-off fee for any Service Requests that require us make changes to your system. Charges will apply to all Standard and Complex Service Request items detailed in section 4.2 of this Service Schedule. Charges for Service Requests will be charged on at the

time and materials labour rates listed in your Service Subscription Agreement which we will agree with you prior to performing any work required.

10. We will agree a call flow design with you prior to your installation date. Any changes made to this design after sign-off will be charged at standard labour rates.
11. From time to time we will need to make updates to firmware and Micollab software associated with this service. We will inform you at least 5 business days before these updates are made except where these updates are required to remedy a P1 or P2 service incident.
12. Customer requirements:
 - a) If you need IP phones for the IPT service option, you'll need to use Mitel IP phones, which can be purchased from NOW at an additional cost to your monthly user charges. If you need IP phones and/or desktop apps at a fixed site, you'll need a data connection. The cost will depend on your solution and are extra to the monthly user charges. For unmanaged (over the internet) voice services, any broadband provider can supply the connection. Where provided by us, our [Business Broadband Service](#) terms apply.
 - b) Where you operate these services over an unmanaged service (over the internet), or combine the service with your existing local area network (LAN), your IT and telecommunications network is your own responsibility including:
 - Providing a network administrator to connect your located network equipment with the LAN.
 - Optimising your internal network and data connections for voice services.
 - Maintaining the security for all areas of your LAN network.
 - Maintaining the LAN or computer equipment and any related cabling.
 - Configuring your firewall to work with the service.
 - Notifying NOW of any upcoming network changes by yourself or you IT provider.
 - c) For the UCC mobile app, you'll need a mobile data connection if out of range from WiFi. Any mobile provider can supply the mobile data connection. To use the Micollab mobile application, you must have an Apple or Android phone with one of these operating systems:
 - Android – 5.0 and above. For best performance we recommend a Samsung 7 or above.
 - iOS – 8.0 and above. For best performance we recommend a iPhone 7 or above.For use of the Micollab mobile application an [End User License Agreement](#) applies. Associated data costs will be charged as per your standard data plan.
 - d) To use the Micollab PC application, you must have a computer with one of the operating systems listed below:
 - Microsoft Windows 7.1
 - Microsoft Windows 8
 - Microsoft Windows 8.1
 - Microsoft Windows 10
 - Minimum Microsoft Framework 4.7.2For use of the Micollab PC application an [End User License Agreement](#) applies.
 - e) Network environment. You'll need to provide a suitable environment for network terminating equipment, such as:
 - Customer Line Network Equipment (CLNE)
 - Network Switches
 - Ethernet Cabling and datapoints for IP Phones
 - f) Music licenses. You're responsible for the music licenses for any music you upload to be used by the UCC and IPT system. If the use of any such music by your Services causes us to face any costs or claims, you'll indemnify us.
 - g) Emergency calls. You must provide other means for making emergency and 111 calls. These can't be made using the UCC and IPT service in the event of a service outage, power failure or disruption. NOW is not responsible if an emergency call is made from a UC application using a non-geographic device (i.e. mobile phone) presenting a fixed line CallerID and the emergency services are not able to identify your location.
 - h) Analogue devices. Analogue devices do not operate over IPT or UCC without some form of conversion to VoIP. It is your responsibility to investigate their continued operation before you migrate to IPT and UCC. Analogue devices that may not operate include faxes, EFT-POS machines, monitored alarms and telemetry machines.

4.0 Service Levels

4.1 Provisioning

NOW will provide you with a target date for the deployment of services for each site and commencement of the Service. Our provisioning times start on the date that you have provided all of the information we require to design, build and provision the service, and end when the service is deployed and ready for use.

Provisioning times are indicative only and actual provisioning times may change depending on a number of factors such as:

- The availability of network infrastructure;
- The availability of IPT hardware;
- The provision of timely access to your premises in order to undertake the provisioning or change required; or
- Other network operator delays with allowing numbers to be ported to our network.
- Any other factor that is beyond our reasonable control.

The Service Targets for the provisioning and service requests of your Service are as follows:

DESCRIPTION	SERVICE TARGET (BUSINESS DAYS)
Simple Service Request	2 days
Standard Service Request	3 days
Complex Service Request	As agreed

4.2 Service Requests

A service request is any change to your provisioned service. Example of service request types are as follows:

4.2.1 Simple changes

- Any service change that is made that takes less than 10 minutes.

4.2.2 Standard changes

- Add a user
- Change to on-hold music
- Change to IVR schedules or options
- Add, remove or change one of the following features:
 - Auto attendant
 - Hunt group
 - Call queue
 - Call analytics
- Add, remove or change the following hardware:
 - Mitel IP Phone
 - analogue Telephone Adaptor
 - POE Switch
 - Alterations to a SIP DECT Cordless setup.
 - Any other request not classified as simple or complex

4.2.3 Complex changes

Complex changes will typically require a statement of work. We will prepare these on request and specify applicable charges based on our standard hourly labour rates.

- Changes or additions to more than 10 users in one service request.
- Any request that needs significant redesign of your UC or IPT solution
- Move to another network connection
- Add or change a new Bitstream 2, Bitstream 3, DFAS connection
- Change of a router on an existing Data connection
- Move of address
- Add, remove or change one of the following features:
 - Call centre
 - MiTeam
 - AWV (Audio Web & Video service)
 - Liquid voice recording
 - New site that requires an additional SIP trunk and routing configuration (in addition to more users created).

4.3 Service Assure

- NOW will provide the Customer with access to the NOW Service Assure during standard business support hours to record an Incident or Service Request relating to the Services. Incident reported after standard business support hours may not be processed until the following business day.
- NOW Service Assure will receive an Incident or Service Request from a Customer via email or phone. All Priority 1 service incidents must be reported by phone.
- NOW Service Assure are the primary point of contact for the recording and managing of all technical support related Incidents and Service Requests.
- The Customer must report perceived Priority 1 (P1) and Priority 2 (P2) Incidents to NOW Service Assure by phone to ensure prompt attention and support.
- All phone calls will be answered by a NOW service agent who will record the Incident and assign a Priority.

The target service assurance restoration levels cover;

- response times
- restoration targets
- status updates

SERVICE LEVEL	SERVICE TARGET
Response time	
Priority 1	30 mins
Priority 2	60 mins
Priority 3	120 mins
Restoration target	
Priority 1	4 hours
Priority 2	8 hours
Priority 3	24 hours

Status update	
Priority 1	60 minutes
Priority 2	120 minutes
Priority 3	180 minutes

Priority level definitions

- **Priority 1** – Severe business impact. Site services unavailable to all users.
- **Priority 2** – Medium to High business impact. Site services unavailable to some users. Service degradation
- **Priority 3** - Minor service degradation, specific service functionality unavailable

Response time starts when we receive a valid service fault notification and ends:

- When our own diagnosis has been completed from automated systems
- When we advise you that a fault has been identified and that work has commenced to identify the fault; or
- When we advise that a site visit is necessary

Restoration time is the period commencing from when we receive a valid service fault report and ends:

- When the Service is restored to full working order; or
- When a temporary repair is performed which allows the service to be used.

Status update may be in the form of advice received from us that the fault has been determined by remote diagnostics to be our responsibility and that we have commenced work to resolve that fault; That a site visit is necessary; or on the progress made on correcting the fault and the estimated restoration time.

Valid service fault notification. A valid service fault notification is deemed to follow this process:

- Notification to the appropriate support channel as listed in this document.
- Customer to include the following information:
 - Customer name;
 - Service ID of the Service affected by the Incident (if available);
 - Name and contact details of the person reporting the Incident on behalf of the Customer;
 - Description of the Incident;
 - Details of any diagnostics that have been performed by the Customer;
 - Customer Site contact;
 - Name and location of the Customer Site that is affected by the Incident; and
 - Business or trading hours of the site.

4.4 Availability

SITE	SITE AVAILABILITY TARGET
NOW broadband provided access	99.5%
Other service provider broadband access	Best efforts

Site availability is measured as minutes in year less site outage time divided by minutes in year. Exclusions from outages include:

- Customer-induced outages
- Planned outages
- Acts of god (e.g. earthquake)

In the event that a disruption does occur, interruptions should be logged promptly with our NOW Service Assure.

4.5 Planned Outage:

On the occasions that we need to undertake an outage, we will attempt to give you a minimum of 5 business days' notice of the timing and duration of the planned interruption. At times, however we may have to action a planned notice with less than 5 business days. We aim to keep the timings and durations of planned interruptions as advised, however in some exceptional circumstances we may need to reschedule or increase the duration, with less notice than 5 business days.