

## SD-WAN Service Schedule

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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 Service Schedule applies to our business customers who have the NOW SD-WAN Service for the supply of a SD-WAN or two or more Access Circuits (collectively and individually referred to as SD-WAN Service). It will apply to the first and any subsequent Service Orders for executed by NOW.

### 2. Service inclusions and options

#### 2.1 Service Description

The SD-WAN Service provides dedicated WAN connectivity between customer locations and/or to other Services provided by NOW (eg. FaaS or Premium Internet). Connectivity is provided by an Access Circuit, connecting between a SD-WAN device at the customer site and NOW's core network, forming the underlay for the service. One or more private Layer 2 or Layer 3 Network Domains are then provisioned across this underlay to provide the SD-WAN service. Design and configuration of these domains and associated features and capabilities are done by NOW in conjunction with the customer to meet the customers needs.

Each Access Circuit will be delivered at the speed specified in the Service Order, between NOW's Core IP Network and the nominated Customer locations specified in the Service Order and for the period specified in the Service Order.

Each customer site will be categorised as a Tier 1, 2 or 3 site. This will determine the equipment and network configuration as well as the SLA applicable to the sites.

- **Tier 1.** Tier 1 sites are deemed by you to be mission critical for their operation due to size of staff numbers, location of your servers, system or production infrastructure. Tier 1 sites have dual SD-WAN devices (Network Services Gateways) deployed, with each SD-WAN device having a single Access Circuit that must be on-net fibre. The two devices will operate in an active/standby mode, with the secondary device assuming the role of primary in the event of failure of the primary device.
- **Tier 2.** Tier 2 sites have a single SD-WAN device (Network Services Gateway) but with access circuit redundancy. The default configuration is active/standby, meaning only one access circuit is used (primary) unless there is an outage on that circuit. In that case, all traffic is routed over the secondary access.
- **Tier 3.** Tier 3 sites have a single SD-WAN device (Network Services Gateway) deployed at the customer site with a single access connection.

The SLAs pertaining to the various Tiers of sites are detailed in Section 4 of this schedule.

## 2.2 Service inclusions

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

- the access circuit or circuits
- the provision of the Network Service Gateway or Gateways;
- all initial and ongoing configuration of defined Layer 2 or Layer 3 Domains, associated features and capabilities;
- all initial and ongoing configuration of the NOW SD-WAN core network elements;
- post-installation testing of the NOW equipment;
- ongoing backup and storage of NOW Equipment configuration information; and
- ongoing software upgrades to the NOW Equipment as needed and determined by NOW.

## 2.3 Service installation

Our service delivery team will install the NOW Equipment at each site and configure your SD-WAN to meet the agreed design.

We'll notify you by email when the SD-WAN service installation is complete. 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 cost 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 is completed.
2. If a Service is cancelled during provisioning and before completion you must pay NOW for any costs incurred as a result of site audits, work already completed and any costs incurred as a result of NOW cancelling orders submitted to third party providers.
3. 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.
4. With respect to SD-WAN Service delivered over copper (including Ethernet over Copper, ADSL and VDSL), you acknowledge that:
  - a) the speeds available to you are dependent on factors outside of NOW's control including, distance from the exchange, copper line quality and hardware; and
  - b) the WAN speeds specified in the Service Subscription Agreement are not guaranteed although you will receive the maximum speed supported on the copper line up to the speed specified.
5. 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 of this Service Schedule. Charges will be at the standard service charges in your Service Subscription Agreement.
6. From time to time we will need to make updates to firmware and software associated with the 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.
7. Customer requirements:
  - a) It is your responsibility to supply a suitable environment for the NOW equipment at each site. This includes, but not limited to:
    - Equipment rack space, in close proximity to the delivery point of the incoming access circuit
    - AC power supply, preferably UPS backed
    - Environmental control (air conditioning)
    - Free of dust
  - b) You must ensure that any NOW equipment is maintained in good working order within the environment provided such that the equipment manufacturer's environmental conditions are met. These conditions are available upon request to NOW. Failure to provide a suitable

environment for NOW equipment may mean we are unable to meet our Service Targets specified in Section 4.

c) It is your own responsibility to:

- install and maintain any cabling between the NOW equipment and your networking equipment.
- provide a suitable network administrator to assist with the connection of the NOW equipment to your network.
- configure your network equipment to work with the service as per the design we agree between us.
- maintain the configuration and security across all areas of your network that are outside of the network equipment controlled by NOW.

## 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 SD-WAN hardware;
- The provision of timely access to your premises in order to undertake the provisioning or change required; or
- 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)
Standard Service Request	<b>3 days</b>
Complex Service Request	<b>As agreed</b>

### 4.2 Service Requests

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

#### 4.2.2 Standard changes

- Upgrade of site bandwidth where NOW network equipment does not require an upgrade
- Change to existing Layer 2 or Layer 3 domain element (zone/subnet)
- Change to existing Layer 2 or Layer 3 security policy (if applicable)

#### 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.

- Upgrade a site to another Tier
- Move of site address

- Upgrade or change of site bandwidth where NOW network equipment also requires upgrade
- Addition of Layer 2 or Layer 3 Domain
- Decommissioning of site or SD-WAN

### 4.3 Service Assure

- NOW will provide the Customer with access to the NOW Service Assure during standard support hours to record an Incident or Service Request relating to the Services.
- 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	TIER 1 SITE	TIER 2 SITE	TIER 3 SITE
<b>Response time</b>			
Priority 1	<b>30 mins</b>	<b>45 mins</b>	<b>60 mins</b>
Priority 2	<b>45 mins</b>	<b>60 mins</b>	<b>2 hours</b>
Priority 3	<b>90 mins</b>	<b>2 hours</b>	<b>4 hours</b>
<b>Restoration target</b>			
Priority 1	<b>4 hours</b>	<b>8 hours</b>	<b>48 hours</b>
Priority 2	<b>8 hours</b>	<b>12 hours</b>	<b>48 hours</b>
Priority 3	<b>12 hours</b>	<b>24 hours</b>	<b>96 hours</b>
<b>Status update</b>			
Priority 1	<b>30 minutes</b>	<b>60 minutes</b>	<b>120 minutes</b>
Priority 2	<b>60 minutes</b>	<b>120 minutes</b>	<b>On status change</b>
Priority 3	<b>120 minutes</b>	<b>On status change</b>	<b>On status change</b>

#### Priority level definitions

- **Priority 1** – Severe business impact. Critical business services down.
- **Priority 2** – Medium to High business impact. Non-critical services down. 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	AVAILABILITY TARGET
Tier 1 – Fibre both access	99.95%
Tier 2 – Fibre both access	99.8%
Tier 2 – Fibre with copper secondary	99.7%
Tier 3 – Fibre access	99.5%
Tier 3 – Copper access	99.25%

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

- Outages caused by customer provided devices
- Outages due to loss of power
- 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.