

Business Premium Internet 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 Premium Internet Service.

2. Service options

NOW Premium Internet Service provides dedicated and direct access to the Internet via NOW's core network. NOW Premium Internet Service carries traffic to and from domestic and international IP addresses. The service is available in the same geographic areas as the applicable access service used to connect to NOW's core network and is therefore subject to access type availability.

2.1 Access Types

You may be able to order different access types of Business Premium Internet Service from NOW:

These access types include:

- Bitstream 3a or
- Bitstream 4 or
- Dark Fibre Access Service (DFAS)

Premium Internet can also be delivered centrally to NOW's SD-WAN and/or Firewall as a Service services, or directly where NOW is collocated with you.

You acknowledge and agree that you have selected access and speed combinations appropriate to the specific End User requirement.

2.2 Speed options

With NOW Premium Internet Service, you are able to reach the maximum speed as defined by your access service speed. These are speeds are symmetrical, meaning you get the same upload and download speeds.

The following speed options are available for these Premium Internet Services:

- Bitstream 3a – access rates at 50 Mbps, 200 Mbps and 1000 Mbps
- Bitstream 4 - access rates 100 Mbps, 150 Mbps, 200 Mbps, 300 Mbps, 500 Mbps, 700 Mbps, 1 Gbps speeds options with 1 Gbps Mbps access rate
- Dark Fibre Access - access rates in 1 Gbps increments up to 1Gbps with 1 Gbps access rate
- Via NOW's SD WAN / Firewall as a Service
 - In 50 Mbps increments up to 300 Mbps, and then in 100 Mbps increments up to 1 Gbps

2.3 Data usage options

Premium Internet Services offer Unlimited data usage with all services.

2.4 IP addressing

NOW will assign a static public address for each access circuit connecting to the NOW Premium Internet Service.

NOW will also assign up to a /29 of publicly routable address space for use by you during the term of the Service. If you require additional address space, additional charges will apply, and is subject to availability.

If you have APNIC assigned address space, then NOW will advertise for this for you to their upstream peers.

2.5 BGP Routing

If required for redundancy or for APNIC assigned address advertisement purposes, NOW will configure BGP routing between the Premium Internet Service and your router(s). Details of this will be determined with you prior to provisioning.

NOW will advertise to you a default route. If required, a domestic (NZ) route table can also be advertised to you. A full international table is not available on the Premium Internet service.

NOW will limit routes that it will receive from you address ranges that have been assigned to either by NOW or by APNIC.

3. Service terms

1. You agree at the time you accept these terms and conditions, that you will be bound by your Local Fibre Company's (LFC) End User Terms, which relate to the provision and use of that part of the LFC's network which is located on your premises. We will advise you who your LFC is at the time of placing your order for NOW Fibre Business Premium Internet Service. Your LFC's current End User Terms can be found [here](#).
2. NOW Premium Internet speeds are speeds at which your endpoints may be able to send data or receive data. Premium Internet Service speeds should always be able to reach the selected speed option and if relevant be able to burst to the Access Rate of the access line. Ability to burst to this maximum may be affected by a variety of factors, including, without limitation:
 - a. network congestion;
 - b. the equipment and software used in connection with the Premium Internet Service
 - c. general internet traffic; and
 - d. the quality, nature and capability of the underlining infrastructure.
3. Service availability and / or network capacity is not guaranteed and is subject to availability at time of ordering.
4. This Service does not come with electronic mail (email) or Domain Name/Hosting related services.
5. Any public IP address allocated to you to use as a part of the Services will remain allocated to you until:
 - a. Premium Internet Services are terminated for any reason; or
 - b. Upon termination of the Agreement or this Service Schedule, you may no longer use any IP addresses or address blocks that NOW provided for your use in connection with the Services.

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)
Simple Service Request	2 days
Standard Service Request	3 days
Complex Service Request	On request
Decommissioning	3 days
Service activation (existing access circuit)	3 days
Service activation (new access circuit)	N + 2 days (N = RFS from 3rd party access provider)

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

- Bandwidth changes within the capabilities of the existing access.

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.

- Move or addition of a network access
- Bandwidth changes where the existing access needs to change.
- Move of address

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	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	30 minutes
Priority 2	90 minutes
Priority 3	180 minutes

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
Via Firewall as a Service, Direct Access	99.9%
Fibre access (BS3a, BS4, Dark Fibre)	99.8%

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
- 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.