



MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION

SERVICE DESCRIPTION: VODAFONE TEAMS CONNECT - DEDICATED

PART A – PRODUCT OVERVIEW

The Vodafone Teams Connect - Dedicated Service provides PSTN connectivity to Microsoft Teams Online. This service enables Vodafone to provide and manage PSTN, calling, numbering and connectivity into a Customer's Microsoft Office 365 Tenant. As part of this service we use our telecommunications grade Session Border Controllers (SBC) in a multi-tenant environment. These SBC's are in multiple locations with automatic failover between locations.

As part of this Service we supply Vodafone SIP trunks to the PSTN which are included in the monthly cost per user. The use of Vodafone SIP trunks is a pre-requisite for use of the Vodafone Teams Connect - Dedicated Service.

There is one Direct Dial In (DDI) number per user allocated as part of the Vodafone Teams Connect - Dedicated Service. Where additional DDI numbers are required these can be procured at the rate supplied in the Pricing Schedule.

Calling will be billed at the rates specified in the Pricing Schedule.

We will charge you monthly for the Vodafone Teams Connect - Dedicated Service on a per user basis. The monthly per user Charge covers the hardware, software and ongoing support of the Session Border Controllers used to provide the Vodafone Teams Connect - Dedicated Service. It also includes a portal/dashboard for the customer so that they can see reports on call quality etc, log a fault, or change request and the resolution of these.

PART B – VODAFONE TEAMS CONNECT - DEDICATED SERVICE

1. Vodafone Teams Connect - Dedicated Service

1.1 The Vodafone Teams Connect - Dedicated Service consists of the components set out in the following table.

Component	Description	Payment Type
Installation & Configuration	Professional services for the discovery, design, implementation and deployment	Non recurring
Monitoring	The Service is monitored for performance and traffic abnormalities 24 x 7	Included in Monthly per user charge
Remote Management	Administrative functions such as log extraction, route configuration can be performed remotely from any physical site where the Vodafone Teams Connect - Dedicated Service is deployed.	Included in Monthly per user charge
Firmware Updates	Manufacturer's firmware is kept updated at General Availability release levels and updated when new hot fix or patches are released in response to threat advisories.	Included in Monthly per user charge
Fault Diagnosis and Issue Resolution	Suspected faults with the Vodafone Teams Connect - Dedicated Service, configurations or functions are investigated, diagnosed and where necessary, issue resolutions applied.	Included in Monthly per user charge

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Component	Description	Payment Type
Moves, Adds & Changes	Changes are delivered upon customer request in line with standard processes and charging.	As per section 8.2
Hardware	On diagnosis of a hardware issue, advanced hardware replacement (next Business Day) is provided.	Included in Monthly per user charge
SIP Channels	Sufficient SIP Channels to ensure all users always can make or receive calls (assuming they are logged in)	Included in Monthly per user charge
DDI Number	A DDI number for each user	Included in Monthly per user charge

2. Installation & Configuration

- 2.1 As part of a standard service deployment Vodafone will provide professional services to determine your requirements. You will be required to complete Readiness Assessment forms and participate in planning sessions. You must provide us with complete and accurate information. Failure to do so may result in delay in deploying Services or problems with Services following deployment. In non-standard cases where complexity is identified that requires additional professional services, these will require a separate Statement of Work agreed before further work commences. Where you have a specific integration requirement with other systems, applications or processes used in your environment, any work to identify or address integration with your environment will require additional professional services to be agreed.
- 2.2 The Vodafone Teams Connect - Dedicated Service will be connected to your Office 365 Tenant. At a minimum we require Delegated Administration access for provisioning and reporting purposes relating to the Teams workload.
- 2.3 The site(s) at which the Vodafone Teams Connect - Dedicated Service will be deployed is specified in the Pricing Schedule.
- 2.4 Our provision of the Vodafone Teams Connect - Dedicated Service is subject to you confirming that:
- (a) you will enter any end user agreement, or additional end user agreement, with Microsoft that is required in order for you to use the Vodafone Teams Connect - Dedicated Service;
 - (b) your Teams calling to the PSTN will use the Vodafone SIP trunks provided as part of this service
 - (c) you will pay any additional Charges that apply;
 - (d) you are responsible for connectivity to Office 365;
 - (e) you will pay any porting fees to migrate numbers from another carrier.
- 2.5 Where required, as part of our installation process, we will run through a set of functional tests using dummy test numbers configured on your Network. You are responsible for:
- (a) any costs associated with the configuration of your Network; and
 - (b) any costs associated with ensuring the security required for the operation of the Vodafone Teams Connect - Dedicated Service. unless otherwise provided for under any security service you elect to take from us (as specified in the relevant Business Schedule), we are unable to exercise control over, and make no representations or warranties concerning, the security or content of data or information passing over the Network, any systems operated by third parties and the internet.

(c) Monitoring

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2.6 The Vodafone Teams Connect - Dedicated Service will be delivered in conjunction with a Vodafone SIP Calling Service. Availability of SIP trunk services from Office 365 to PSTN demarcation will be monitored.

2.7 The SBCs are monitored for availability and performance.

3. Remote Management

3.1 Where you have devices that require remote management, you will need to provide us sufficient access rights to enable remote management.

3.2 The configuration of devices for remote management cannot be undertaken by you.

3.3 In order to allow a full monitored service, Vodafone requires you to provide Delegated Administration privileges to us for your Office 365 Tenant. This will allow us to enable the following self management functions by you: changing users, reporting, status and utilization information.

3.4 All information we collect from you in connection with providing the Vodafone Teams Connect - Dedicated Service will be held securely and used in accordance with our our Privacy Policy, available on our Website at vodafone.co.nz/legal/policy/privacy.

4. Firmware, Operating System Updates and Certificate Management

4.1 The platform that provides your Vodafone Teams Connect - Dedicated Service maintains firmware and operating systems at manufacturers recommended Generally Available (GA) release versions. New updates are tested by Vodafone prior to release on a quarterly basis.

4.2 Windows updates on Teams client software and Microsoft endpoints will be managed by your Microsoft update policies.

4.3 For other non-Microsoft devices not managed by Microsoft update policies, supplied as part of this service, we will ensure that they are maintained at manufacturers recommended Generally Available (GA) release versions. New updates are tested by Vodafone prior to release on a quarterly basis.

5. Fault Diagnosis & Issue Resolution

5.1 Where a fault is notified or detected on your Vodafone Teams Connect - Dedicated Service we will investigate, diagnose and regularly keep you informed of progress to resolution. Please refer to *Part D – Support* for further information.

PART C – PRICING

6. Billing

6.1 Refer to the Pricing Schedule for details of the applicable Charges for the Vodafone Teams Connect - Dedicated Service.

6.2 You will be billed for the Vodafone Teams Connect - Dedicated Service once your service is operational and you are able to make calls via the PSTN.

6.3 If you terminate the Vodafone Teams Connect - Dedicated Service before the end of the Service Initial Term, Early Termination Charges will apply. The Early Termination Charge for the Vodafone Teams Connect - Dedicated Service is set out in the Pricing Schedule.

7. Sites

7.1 The Vodafone Teams Connect - Dedicated Service is a cloud-based service, however we need to know which sites have managed endpoints, procured as part of the Vodafone Teams Connect - Dedicated Service. These are detailed in the Pricing Schedule.

8. Moves, Adds & Changes

8.1 In addition to the standard Vodafone Teams Connect - Dedicated Service you may request the following additional services:

- Moves, Adds and Changes, whether remote or on-site;
- Project work;

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- On-site attendance at your request for project work;
- Professional services provided outside the scope of the support Services; and
- Integration Services

Please refer to *Part C – Pricing* for a full description of MAC Charges.

8.2 We may charge you fees, in arrears, for any service requests or maintenance requirements that are to be conducted; i) outside of contracted coverage hours; and/or ii) outside of the scope of the contracted services. The Charges for such service requests or maintenance requirements will be provided to you upon request and will be based on our standard professional service Charges as shown in the table below, excluding public holidays in the region. We reserve the right to review professional service Charges, and amend such Charges, from time-to-time on prior notice.

Service Description	Fee
Simple Remote Moves Adds and Changes (Single change to a single user telephony route - e.g. change to an users DDI and the SBC route)	\$45
On Site Moves Adds and Changes (Changes which require an on-site presence)	\$135 per hour, minimum 1 hour
Complex Changes	\$185 per hour, minimum 30 minutes
Out of Hours Fault Diagnosis, Repair and Moves Adds and Changes	\$360 per hour minimum 2 hours
Business Analyst, QA Testing Services	\$185 per hour
Integration Analyst, Developer, Solution Architect, Performance Analyst Services	\$200 per hour
Project Management Services	\$195 per hour
System and Network Engineering Services	\$185 per hour
Training Services	POA

8.3 Additional Software License Charges: We will be entitled to invoice you for any additional Software license fees charged to us relating to:

- (a) any Software upgrade requested by you, during the Initial Service Term or the Extended Term;
- (b) required in order for us to continue to provide the Vodafone Teams Connect - Dedicated Service, and not covered in the Services described in this Service Description.

PART D – SUPPORT

9. Support

9.1 We may, from time to time, undertake maintenance of any Service. We will notify you before we undertake any planned maintenance that may affect your use of your Vodafone Teams Connect - Dedicated Service. If for any reason an outage is required, we will work with you to either reroute the calls, attempt to schedule the outage outside your hours of business or otherwise work with you to minimise the impact.

9.2 Where Vodafone monitoring identifies an issue with any Service we may, from time to time, have to undertake urgent work to prevent outages and faults. Wherever possible, we will give you notice before we undertake the work.

9.3 Vodafone Teams Connect - Dedicated Service target fault response and resolution times:

- (a) Severity assessment:

	Complete Service outage	Partial Service outage	Service degradation
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Service Description: VCFM Teams Shared Service

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Multiple commercial service impact	1	2	3
Single commercial service impact	2	3	4
<p>A complete Service outage is when users can't make or can't receive, calls and the business is significantly impacted.</p> <p>A partial Service outage is where some users can't make or can't receive, calls and the business isn't significantly.</p> <p>Service degradation is where the R- Factor (or its MOS equivalent) on the SIP trunk is below 80 for a minimum of 15 calls in 5 minutes.</p>			

(b) Target response and resolution times

Severity	Response time for reported incident	Resolution time for reported incident *	Update	Service window
1	30 min	6 hours	Every 30 mins	24x7
2	1 hour	8 hours	Every hour	24x7
3	6 hours	3 Business Days	1 Business Day	7am – 5.30pm Mon-Fri
4	1 Business Day	7 Business Days	On completion	7am – 5.30pm Mon-Fri
<p>* Faults requiring a technician site visit for physical service outages such as fibre cuts or hardware replacement are excluded from the resolution time Service Level Targets due to the nature of the faults.</p>				

In the event that the Vodafone Teams Connect - Dedicated Service targets are not met, the Parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet targets.

10. VCFM Teams Shared Availability Target

- 10.1 Where the Vodafone Teams Connect - Dedicated Service is taken with High Availability gateways, the target availability of the Vodafone Teams Connect - Dedicated Service is 99.7% within each 3 month period immediately preceding the date of measurement.
- 10.2 In the event that the Vodafone Teams Connect - Dedicated Service availability target is not met, the Parties shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet targets.

PART E – OTHER TERMS AND CONDITIONS

11. Your Other Responsibilities

- 11.1 You are responsible for providing support for your Network, and any equipment or materials on your Network's side of the Point of Connection.
- 11.2 You are responsible for the cost, procurement, programming, reprogramming, installation or maintenance of your Network, and any equipment or materials on your Network's side of the Point of Connection.
- 11.3 You will ensure that your Network and any equipment or materials on your Network's side of the Point of Connection, comply with the specifications determined by us from time to time for the purposes of enabling the effective operation of the Vodafone Teams Connect - Dedicated Service for you.
- 11.4 You must ensure that any equipment used in connection with providing the Vodafone Teams Connect - Dedicated Service and located at your premises or data centre is sufficiently ventilated, away from extreme temperatures, and is supplied with surge protected power.

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- 11.5 You are responsible for providing rack or cabinet space in a data centre (where applicable) and any connection to your Network or other points of integration.
- 11.6 You are responsible for providing Internet Connectivity to the Vodafone Teams Connect - Dedicated Service where it is required.
- 11.7 You and any other persons required during installation must be on site at time of installation. If you fail to comply, we reserve the right to charge a rescheduling fee.

12. Definitions

In this Service Description in addition to the terms defined elsewhere in the Agreement, the following defined terms will apply to this Service Description:

Delegated Admin means that you give us permission to manage the Teams environment on your behalf. This gives us reporting capability and better ability to support you.

GA means General Availability. This is when a product has been released by the vendor for General use, i.e. is not a Beta release.

MAC or Move, Add, Change means a move, addition / deletion or change to your service.

SBC or Session Border Controller means a network appliance (sometimes virtual) that arbitrates VoIP telephony traffic between networks;

Implementation Services means the installation of the Equipment at your designated site;

Point of Connection means that point at which your Network connects to our Equipment;

PSTN means Public Switched Telephony Network, i.e. the ability to place calls between different services and service providers dialling a telephone number

R-factor is a quality measurement which can range from 1 (worst) to 100 (best) and is based on the percentage of Users who are satisfied with the quality of a test voice signal after it has passed through a network from a source (transmitter) to a destination (receiver);

your Network means the Local Area Network, Wide Area Network, Internet and telecommunications system owned and/or operated by you.