

1. The Service

1.1 This Service Schedule is for the supply of UFB (the "Service") between the VoIPcloud Wholesale and the Customer premises locations within New Zealand. IP transit is provided to each service and each service rated individually.

1.2 The Service consists of two major components:

- (a) Tail Circuits, connecting the Customer premises to the VoIPcloud network.
- (b) IP Transit, allowing End-Users access to the Internet via the VoIPcloud Network and its peers.

IP Transit is optional and provided and rated on an individual service basis.

1.3 This Service Schedule will apply to the first and any subsequent Service Orders for any components executed by the Customer and VoIPcloud.

2. Prerequisites to supply of the service

2.1 The Customer must read and agree to the VoIPcloud's Master Services Agreement and this Service Schedule.

2.2 Customer's are required to obtain a suitable business grade router for any UFB service. A suitable business grade router can be supplied on request but is not included in the monthly service subscription fee.

2.3 The Customer is responsible for any required data cabling within its premises. This includes cabling for the handoff point to the required location of the CPE and any other equipment.

2.4 For any UFB fibre service, the Customer shall identify a contact person at each installation location, inform them of the impending installation and have them instruct the installer of the exact location for installation of the services at that site, where technically available. Where a service needs to be relocated at a site, because of incorrect instruction by the Site Contact or a site revisit is required because the installer is turned away from the site. VoIPcloud will charge the Customer, call out and re-booking fees, as per the Service Order. The Customer must use its best endeavours to facilitate the provision of the Services by VoIPcloud. Such facilitation will include but is not limited to, notifying and/or obtaining permission from or co-operation of, any landlord, lessor, cotenant or other person where such notification, permission and/or co-operation is necessary for the installation or maintenance of VoIPcloud's Equipment at a location or for the connection of VoIPcloud's equipment to the service delivery point and where advised by VoIPcloud, obtain and maintain any authorisation, permission, licence, waiver, registration or consent from any person necessary for VoIPcloud to provide the Services.

2.5 VoIPcloud may, in order to provide the Services at a service delivery point, install VoIPcloud's Equipment at a location. The Customer must provide a suitable physical environment (including power and air conditioning if required) for VoIPcloud's network equipment.

2.6 Whenever VoIPcloud (or where appropriate, its lessors or licensors) own the VoIPcloud equipment, the Customer must protect VoIPcloud's title to Network Equipment and agree not to remove or obscure any identification marks on the equipment; to make it clear to all persons that the equipment belongs to VoIPcloud; to comply with all reasonable instructions VoIPcloud gives the Customer relating to that equipment to protect VoIPcloud's ownership; and to not do anything or allow anything to be done with that equipment which might affect VoIPcloud's ownership.

2.7 Where the Customer has, or is acquiring, a Monitoring Service the Customer may need to install additional equipment (this equipment is not at VoIPcloud's cost and VoIPcloud has no responsibility for this equipment) to be able to receive the Service.

2.8 The Customer must comply with the Acceptable Usage clauses outlined in item 14.

3. Parties

3.1 This Schedule applies between VoIPcloud Wholesale ("VoIPcloud") and the Customer identified in the Service Order ("Customer"); Service Order can be submitted via online web form or email.

4. Service Description – UFB - General

4.1 UFB services provide network connectivity to VoIPcloud's network and public Internet from the Customer premises.

4.2 VoIPcloud maintains connectivity to several third-party Fibre access networks (our "Suppliers"), providing various options for FibreTail Circuits delivery. Layer 3 services will only be supplied where VoIPcloud can do so on the VoIPcloud OnNet Network, which provides both UFB services.

4.3 VoIPcloud will provide the Customer with a list of exchanges serviced by its UFB services.

4.4 VoIPcloud does not guaranteed that UFB services will always be accessible. Service Level Agreements for availability are outlined in item 12 of this document.

4.5 UFB services are deemed to be more reliable and will have less service contention than ADSL2+.

4.6 VoIPcloud will provide the ability to perform a Service Qualification check for availability prior to ordering a service.

4.7 CPE connected to UFB services uses Point-to-Point Protocol (PPP) sessions to authenticate the End-User's connection credentials with the VoIPcloud network or VoIPcloud's supplier RADIUS equipment.

4.8 UFB services are built using shared access networks. Throughput speeds, latency and latency variations may vary depending on the traffic of other End Users, and are not guaranteed.

4.9 Each UFB

service includes IP Transit. The amount of included IP Transit traffic is specified in the Service Order.

5. Provision of Service – UFB

- 5.1** The Customer must supply VoIPcloud a UFB fibre Service Order detailing the End User premises and other details required for each of the technology options.
- 5.2** UFB service, standard provisioning lead times are 5-40 business days.
- 5.3** At the End-User premises VoIPcloud will arrange for a standard based interface to be provided for connection of CPE to one of the VoIPcloud Suppliers' access networks. The interface will be the following technology options: UFB fibre.
- 5.4** UFB services may not be available at every location, due to a number of factors including but not limited to network topology, line distance, and the presence of an incompatible service.
- 5.5** UFB Access Network Services does not include the provision of cabling or equipment beyond the Network Boundary Point at each End-User's premises. Customers may need to check the availability of cabling within the End-user's premises between the Network Boundary Point and the desired location of the CPE.
- 5.6** In the case where additional work from the Network Boundary Point is required, the Customer agrees that it is responsible for ensuring the work is performed; and:
- (a) that Cabling work within NBPs/MDFs/IDFs, including installation of splitters/filters and the installation of cabling, must be performed by certified cablers.
 - (b) that it is the responsibility of the Customer to ensure compliance with all New Zealand cabling standards and guidelines.
 - (c) to the extent permitted by law, VoIPcloud excludes all liability to the Customer howsoever caused, whether it be in contract, tort (including negligence), statute or at general law, for any loss suffered by the Customer in connection with the installation; and
 - (d) the Customer indemnifies VoIPcloud for any loss or damage suffered by VoIPcloud in connection with the installation activities.
- 5.7** The Customer may request a Service Qualification Check for locations prior to submitting a Service Order to determine availability and suitability of the requested technology option. VoIPcloud reserves the right to reject a Service Order for a Location if the Service does not pass the Service Qualification Check or the particular delivery type is not available at that location.
- 5.8** If a Service Order passes the Service Qualification Check, then VoIPcloud will take all reasonable measures to ensure the Service is delivered at the speed specified in the Service Order, at the location specified in the Service Order and for the Term specified in the Service Order.
- 5.9** If the End-User already has a UFB service with another supplier, then under some circumstance VoIPcloud may be able to move (churn) the End-User's service to the VoIPcloud's network without requiring a new connection to be made.

6. Fees and Charges Structure - UFB

- 6.1** Each component Service within the UFB Access Network Service is a fixed price service, charged on a non-recurring ("NRC") basis or recurring monthly ("MRC") in advance. The Customer must pay all fees detailed in the Service Order that apply to each UFB service ordered. Minimum contract terms will also apply with termination fees equal to the total charges for the remainder of the contract.
- 6.2** Pricing in any Service Order is based upon information provided by carriers for connections to the Customer. 30 calendar days written notice is required for cancellation of service.
- 6.3** In a minority of cases this may vary because of access to the Customer premises to deliver services or cabling within the Customer premises. In these instances VoIPcloud will get prior approval of the customer for the costs to carry out the work.
- 6.4** Where VoIPcloud equipment requires replacement or service by reason of Customer's failure to use the equipment in a proper manner; any act of wilful damage or interference by any person other than VoIPcloud, its employees or agents; failure or fluctuation of the electrical power supply to the VoIPcloud's equipment; any external electromagnetic interference or pest infestation; VoIPcloud will provide that replacement or service (with the express interest of maintaining a service), and will charge the Customer for that replacement or service at its standard prices and rates for labour and materials then in effect.

7. Service Description - IP Transit (the 'Internet')

- 7.1** In addition to the individual UFB service, VoIPcloud will aggregate all UFB fibre services and provide IP Transit. Aggregation will occur at locations nominated and maintained by VoIPcloud or its supplier.
- 7.2** IP Transit will include both Domestic and International traffic and will provide the End-User with access to all of VoIPcloud's upstream providers and peers.
- 7.3** It is VoIPcloud's responsibility to ensure sufficient IP Transit capacity exists to provide an acceptable level of performance or contention for the Customer.

8. Term and Commencement

- 8.1** The UFB service will be supplied for the term specified in the Service Order.
- 8.2** Once VoIPcloud confirms that the service is active, VoIPcloud will notify the Customer of Service Completion via email about Ready For Service "RFS" event. The date of this email forms the RFS date.
- 8.3** The term commences on the RFS date, which is the first day by which the services is available for use by the Customer.
- 8.4** VoIPcloud will use its best endeavours to provide the service by the target dates and VoIPcloud will not be liable for any costs incurred by the Customer as a result of a late installation of a service.

9. Payment

- 9.1** Each UFB service is a fixed price service, charged monthly in advance. Additional usage, when applicable are charged in arrears to Customer account.
- 9.2** The Customer must pay all fees detailed in the Service Order.

10. Service Delivery

- 10.1** VoIPcloud will use all reasonable endeavours to provide each UFB service on the Customer Requested Date. In many cases VoIPcloud will rely on third parties to provide or supply equipment, access, circuits or cross-connects and therefore VoIPcloud will not be liable for any delay installing the services. Provisioning dates specified are approximate. VoIPcloud will keep the Customer informed on the progress of the service provisioning throughout.
- 10.2** Neither VoIPcloud nor its Supplier (which may be referred to as a carrier or supplier to you) is liable to the Customer in any circumstances (including in negligence) in relation to any Service supplied to the Customer, any delay in supplying the Service or any failure to supply the service.

11. Fault Reporting

- 11.1** Before reporting a fault to VoIPcloud, the Customer must take all reasonable steps to ensure that the fault is not a fault in any Customer equipment or within the customer's administrative domain.
- 11.2** Customers who rely on VoIPcloud supplied Customer Premise Equipment ("CPE") must specifically ensure that the VoIPcloud's CPE is receiving power and cooling as required to be operational.
- 11.3** As soon as the Customer has confirmed the fault is related to the Service supplied by VoIPcloud, that fault must be reported to VoIPcloud by email to the following address: support@nz.voipcloud.online.
- 11.4** If VoIPcloud determines the fault is a direct result of the Customer equipment, VoIPcloud will reserve the right to invoice the customer a reasonable amount for the time spent diagnosing the Customer's fault.

12. Service Level Agreement

Table 1. UFB fault response times for faults reported during business hours:

Fault Level	Response to Fault Logged via email	Response to Fault Logged via phone
P1 Fault (Service Down)	-	60 mins
P2 Fault (Service Significantly Impaired)	12 hours	6 hours
P3 Fault (Minor Issue)	24 hours	24 hours

12.1. UFB hours of support coverage: 9am – 6.00pm NZDT Monday – Friday, Business days only. Excludes public holidays.

12.2. VoIPcloud and its Suppliers will use their best endeavours to investigate and repair or rectify OnNet Layer 3 faults and service issues within the following timeframes. Rectification may include a temporary service restoration, with a permanent resolution to be completed at a later date.

Table 2. UFB estimated resolution timeframes.

All areas	< 2 Business days
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13. Scheduled Maintenance

13.1 VoIPcloud requires from time to time the ability to perform maintenance on the network. When maintenance is required a notice will be provide via email. The email will be sent to the email address provided on your customer account or Service Order, to the following schedule.

Category	Notice Period	Duration	Period (NZDT)
Consultative	As agreed by parties	As agreed by parties	As agreed by parties
Planned Major	5 Business days	> 60 mins	8pm – 6am or anytime during Saturday, Sunday
Planned Minor	2 Business days	< 60 mins	8pm – 6am
Unplanned Minor	24 Hours	< 30 mins	8pm – 6am
Emergency	-	< 15 mins	8pm – 6am

14. Acceptable Usage

14.1 The Customer warrants that they will not use, or attempt to use, a Service and that it will use all reasonable endeavours to prevent its End Users using or attempting to use a Service:

- (a) to break any law or to infringe another person's rights;
- (b) to expose VoIPcloud or its suppliers to liability;
- (c) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted;
- (d) in any way which damages, interferes with or Interrupts the Service, the VoIPcloud or a Supplier Network.

14.2 The Customer acknowledges that neither VoIPcloud nor its Suppliers are obliged to:

- (a) monitor use of the Service or any individual UFB Service;
- (b) suspend or configure an Individual Service if any of the events specified in this Service Schedule occur, and whether or not VoIPcloud does so, the Customer remains liable for use of the Service.

14.3 VoIPcloud may ask the Customer to stop, or ask it to stop its End-Users, acting or failing to act in a manner which VoIPcloud reasonably believes is contrary to paragraphs 14.1, 14.2 and 14.3. The Customer will as soon as reasonably practicable (but in any case within two Business Days) comply with any such request. If the Customer does not, then VoIPcloud may, in its absolute discretion and without liability, take any steps reasonably necessary to ensure compliance with paragraphs 14.1 including suspending the relevant UFB Service.

15. Service Termination

15.1 The Customer may request to terminate its UFB service by giving 30 days written notice to VoIPcloud. For Services with agreed minimum term, and where such term has not expired, The Customer will be liable to pay in full any remaining value of the agreed term.

15.2 On termination the Customer's right to use the Services ceases immediately, the Customer must immediately cease to make use of any VoIPcloud Equipment, and immediately inform VoIPcloud of the specific location of any VoIPcloud Equipment on request, and permit, or procure permission for, VoIPcloud to access any location during normal business hours for the purpose of removing any VoIPcloud Equipment. The Customer agrees to not hinder VoIPcloud in doing all things necessary to recover Equipment, and the Customer acknowledges that it will not in any circumstances assert any lien over VoIPcloud's Equipment or any right or entitlement to such a lien.