

# MASTER SERVICES AGREEMENT

## SERVICE DESCRIPTION



### SERVICE DESCRIPTION: BUSINESS MARKETPLACE

#### PART A – PRODUCT OVERVIEW

One New Zealand Group Limited provides SaaS, professional, and other services to customers through Business Marketplace, powered by Ingram Micro's CloudBlue platform. SaaS Services are licence plans that include access to Office applications plus other services that are enabled over the Internet (cloud services), such as Microsoft 365, Exchange Online hosted email for business, Acronis Cyber Backup, Business Web Solutions and Trend Micro.

#### PART B – BUSINESS MARKETPLACE

##### 1. YOUR BUSINESS MARKETPLACE

- 1.1. Your Business Marketplace service will consist of the components set out in the following table, which are further described in this Part B ("Business Marketplace Service"):

Component	Description
<b>Self-service portal</b>	The use of the self-service portal to purchase and manage SaaS subscriptions and professional services.
<b>Subscriptions</b>	The subscriptions are charged on a per unit basis (monthly or annually).
<b>Usage</b>	The subscribed services may have a variable usage pay as you go component to them depending on the service, e.g. overage for cloud storage
<b>Support</b>	Pre and post-sales support through 0800 722710. Please refer to the Support section below for full terms.

#### PART C – PRICING

##### 2. PRICING

- 2.1. Subscriptions are purchased based on a set subscription period. This may be monthly, a number of months, yearly, or a number of years depending on the configured periods available at the time of purchase.
- 2.2. Subscriptions will be charged in advance and will be billed to your Business Marketplace account starting from the date of purchase and thereafter at the end of each subscription period. Subscription charges applied to the account are processed on the 28th of each month and applied to your next bill cycle invoice following this date. Charging will continue until you fully decommission the services by terminating them.
- 2.3. Any account credits applied will be consumed by ongoing subscription renewals or by you selecting to use your credits when you purchase services in the Business Marketplace. This includes subscription upgrades, where you will receive credits for the initial subscription, and are charged for the new upgraded subscription. If you choose to cancel your One New Zealand account, any remaining credits will be closed out and applied to your final bill.
- 2.4. Credits or refunds are not provided for subscription downgrades or cancellations within the stated subscription period, including downgrades to subscription quantities without cancelling the subscription.
- 2.5. The charges as advertised on Business Marketplace, are only valid for the services you are purchasing on the commencement date, for the length of the subscription period. Additional services purchased via the Business Marketplace portal will be subject to the charges, terms and conditions at the point of sale.

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- 2.6. One New Zealand strives to keep our Website up to date; however, occasional fluctuation in market conditions may change the price of a product. Our goal is to honour the pricing shown on our Website, however, we reserve the right to change published prices of product offered on our Website at any time. If a published Website price is incorrect on an item you have quoted or ordered, we will contact you immediately with the most updated price or help you choose a different item that is within your budget.
- 2.7. Some of our Products and Services are offered on a free or limited trial basis. If you do not cancel your trial subscription during the offer period, the subscription will renew and we will charge your account. The account will be charged using the payment method listed on your account at the applicable monthly / yearly subscription fee. You may opt out of the auto renewal process within the subscription in your Business Marketplace account.

### PART D – SUSPENSION OR TERMINATION

#### 3. SUSPENSION OR TERMINATION

- 3.1. Any rights for us to suspend or terminate your services are in addition to our rights to suspend or terminate your service under our Business Terms.
- 3.2. We may suspend or cancel your receipt of the services and you must continue to pay all charges relating to the relevant suspended services during the period of suspension if we reasonably believe that you are in breach of:
  - the Acceptable Use Policy;
  - the Vendor's Terms;
  - One New Zealand's Business Terms. For the most up to date copy please see <https://www.one.nz/legal/terms-conditions/>
  - the terms and conditions set out in this Service Description; or
  - any user guides provided by us.
- 3.3. In addition to our other rights to cancel or suspend your receipt of any of the Business Marketplace Services, we may also suspend or cancel your receipt of the Business Marketplace Services (but without you incurring any charges relating to such services during the period of suspension) due to a reasonable suspicion on our behalf that the continued provision of a product, service or feature may compromise the security of our service platform, for example due to hacking attempts or denial of service attacks or a vulnerability discovered in relation to a particular item of technology which we use to deliver the services.
- 3.4. Where we suspend or cancel your receipt of any Business Marketplace Services, we will provide you with as much notice as is reasonably possible in the circumstances prior to suspending or cancelling the services.

### PART E – SUPPORT

#### 4. SUPPORT

- 4.1. For the avoidance of doubt, the Service Level Agreement in section 4 does not apply to the subscribed SaaS services purchased within the Business Marketplace, each purchase within the Business Marketplace will be subject to the terms and conditions as agreed to within the purchasing process relating to the Vendor in question.
- 4.2. One New Zealand provides the listed services below to support the management of the online portal and purchased subscriptions.
  - (a) O365 Premium Support (Monthly recurring). One New Zealand's Premium Support provides 24/7, technical support for issues related to the use of Microsoft 365.

#### **Inclusions:**

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- Break-Fix Support where a product was designed to work the way it is expected to be and it is not functioning correctly, One New Zealand will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).
- Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process.
- Providing preliminary support and assistance to customers with general O365 queries and providing guidance on finding resources that enable them to resolve their technical issues.
- Providing preliminary support and assistance to customers in integrating their O365 applications to other applications and systems to the extent possible.
- Providing assistance and guidance to administrators or end users with the management of their O365 licenses and or configuration of their O365 suite of applications.
- Managed escalations to Microsoft if the issue requires the intervention of Microsoft in order to resolve.

### Exclusions:

- Requests related to data deletion either due to an expired MS365 or O365 subscription, cancellation, data corruption or data deletion linked to a retention policy.
  - Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, Onboarding and setup).
  - O365 Backup or Recovery
  - Design and or creating materials (document, presentations files etc).
  - Resetting of administrator's passwords.
  - Support of issues related to Active Directory, ADSF or hybrid configurations of Office 365 or MS365.
  - Support of add-ons, software or other technology not included in O365/MS365.
  - On-Premise Support or hardware related issues—should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope.
  - The technician will guide the customer to a resolution path (example: You need to replace your hard drive)
  - Configuration of any client applications other than O365/MS365 on mobile devices and mobile operating systems.
- (b) 0365 Email Migration (One time / On demand) One New Zealand's 365 Email Migration offering ensures a seamless and secure migration of the customers' existing email data to MS365 using Skykick migration tool. This service includes an initial information collection and planning session with the companies' administrator, the migration of email data, access to support during the migration window and an optional tutorial session with the administrator at the end of the migration process.

### Inclusions:

- Discovery of email accounts, aliases, distribution groups, public folders and shared mailboxes to verify migration plan with administrator prior to migrating.
- Microsoft 365 Account Provisioning and user licensing.
- Migration of data from supported source system to Microsoft 365 account.
- DNS configurations to ensure email switchover to Microsoft 365.
- Configuration of Active Directory service (some restrictions apply).
- Outlook application setup.
- Instructions to end users on how to configure mobile devices.
- Quality assurance and mail flow checks.
- Post migration sweep of source mail server hourly for 48 hours.
- End user and point of contact communications throughout the project.
- Project Coordination.

### General Terms:

- No minimum annual commitment.
- Minimum of 4 mailboxes per migration.
- Some restrictions apply to migrations from Google Mail, Lotus Notes, Groupwise and Zimbra as mail. sources.
- Some restrictions also apply to versions of Outlook 2007 and older versions of Outlook.

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- Active Directory sync is not included.
  - Consumption of the service outlined above are subject to Skykicks terms and conditions as stated here [www.skykick.com/terms-conditions/](http://www.skykick.com/terms-conditions/).
- (c) O365 Installation and Tutorial (One time / On demand) One New Zealand's MS365 Installation and Tutorial offering gets users up and running on MS365 ensuring activation of their MS365 licenses and increasing retention. Our technicians will assist the customer with the license assignment, installation of Office applications on their desktop and when applicable initiate the automated deployment of MS365 to the other employees in the organization. Support will also give the customer a tutorial on use of MS365, initiate a document upload to OneDrive and answer any questions the customer might have on the use of the product.

### Inclusion:

- Assignment of licenses.
- Installation of the Apps to the customers computer.
- Initiate the automated deployment of the Apps to the other employees in the company.
- Initiate the upload of a document into One Drive.
- High level tutorial on the use of Office Apps answering any questions the customer might have about MS365.

### General Terms:

- This one time, on-demand service will be limited to deployment, installation and the tutorial of the desktop Office suite. Any how-to guidance after the installation or with data and email migration will be directed to other on-demand or recurring support offerings.
  - Supported Office Apps:
    - Outlook
    - Word
    - Excel
    - PowerPoint
    - OneNote
    - Access
    - Skype for business
    - One Drive
    - Yammer.
- (d) Cloud / SaaS Premium Support (Monthly recurring) One New Zealand's Cloud Premium Support offering provides break / fix support and 24/7, technical support for issues related to the use of Cloud / SaaS products purchased on Business Marketplace.

### Inclusions:

- Break-Fix Support where a product was designed to work the way it is expected to be and it is not functioning correctly, One New Zealand will support and assist the customer to fix and resolve the issue, unless identified as being out of scope (see exclusions below).
- Send welcome emails to new customers with links and attachments to resources that will assist them in the account activation process.
- Providing preliminary support and assistance to customers with general Cloud / SaaS queries and providing guidance on finding resources that enable them to resolve their technical issues.
- Providing preliminary support and assistance to customers, when required, with installing and configuring Cloud / SaaS applications that they have purchased from the Platform Partner.
- Providing assistance and guidance to administrators or end users with the management of their Cloud / SaaS licenses.
- Managed escalations to the appropriate ISV if the issue requires the intervention of the ISV in order to resolve.

### Exclusions:

- Any services or support offerings that are sold separately as an on-demand service (Example: Migrations, Onboarding and setup).
- Initiating or running any of the applications on behalf of the customer.

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- Design and or creating materials (document, presentations files etc).
- Resetting of administrator’s passwords.
- Support of issues related to the interaction of the Cloud / SaaS and an unsupported software or technology.
- Support of add-ons, software or other technology not covered in the scope of Cloud Premium Customer Support.
- On-Premise Support or hardware related issues—should a customer requests for assistance require a technician to be physically present to resolve, this will be deemed as out of scope.
- Configuration of any client applications other than the support Cloud /SaaS on mobile devices and mobile operating systems.

(e) The Service Level Agreements (SLA) describe One New Zealand’s commitments for uptime and connectivity for Business Marketplace Services. The following performance metrics applicable to this Appendix are outlined below:

- Meet the Response Times in accordance with the time frame below;
- Meet Resolution Times and correct such issues in accordance with the time frame set out in the table below (including through the implementation of workarounds, updates or upgrades, or other means One New Zealand deems necessary to bring the service into material conformance with their specifications). This provision will apply to all issues for End Customer users identified and reported to One New Zealand by the End Customer and that One New Zealand can substantiate.

Performance Metric	Monthly Ongoing Performance Metric (average where relevant)
Business Marketplace Platform and Support availability	99.5%

- **Time excluded from Calculation:** The following elements are excluded from the calculation of all Response Time, Resolution Time and Service Availability: Permitted Maintenance Downtime and Planned Outages; and Customer-Caused Issues.
- **Defects caused by End Customers:** One New Zealand is not responsible for any issue, interruption or failure, delay or disturbance of any support services, during or to the extent that such issue, interruption, failure, delay or disturbance is caused in whole or in part by any of the following: The End Customer’s failure to comply with One New Zealand’s technical requirements as set out in relevant documentation; The use of support in connection or combination with equipment, devices, products, technology, software, hardware or systems not specified by One New Zealand to be compatible; or Abuse, misuse or improper use, negligence, misapplication or tampering with respect to, of or with the support services by the End Customer.
- One New Zealand’s front line service desks are available as stated below.

	ASSISTED SALES	BUSINESS MARKETPLACE SUPPORT				
<b>SERVICE</b>	Digital Transformation Session (DTS)	SaaS Support	Productivity Support (Business)	Productivity Support (Enterprise)	Email Migrations (Business)	Productivity Suite Installation & Tutorial (Business)
<b>PRODUCTS</b>	Microsoft 365 Acronis Business Web Solutions Trend Micro	Acronis Business Web Solutions Trend Micro	Microsoft 365 Business SKUs	Microsoft 365 Enterprise SKUs	Microsoft 365	Microsoft 365
<b>COVERAGE</b>	NZ Business Hours	24/7	24/7	24/7	24/7	24/7

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- In the event that these service targets are not met, responsible Parties, shall meet in good faith to discuss an improvement plan. This shall be the sole remedy for failure to meet targets.

### PART F – OTHER TERMS AND CONDITIONS

#### 5. OTHER TERMS AND CONDITIONS

- 5.1. Your Microsoft Licensing Service is provided to you by One New Zealand through Ingram Micro as your Delegated Admin service provider. When you purchase Microsoft subscriptions in the Business Marketplace your Microsoft Admin user will need to accept the Partner Invitation Link for Ingram Micro to allow the purchased licence activation within your tenancy.
- 5.2. Consumption of the services outlined in this Service Description are subject to One New Zealand's [Business Terms](#), [Fair Use Policy](#) and [Privacy Policy](#).
- 5.3. You hereby grant us a non-exclusive, non-transferable, royalty-free, right to use electronic data specifically pertaining to you and your users that is processed strictly for the limited purpose of providing the services to you and your users. We may use data in accordance with the Ingram Micro privacy statement set out here. All information we collect from you in connection with providing cloud marketplace solutions will be held securely and used in accordance with our Privacy Policy, available on our Website at <https://www.one.nz/legal/policy/privacy>.
- 5.4. Internet access is required to install and activate Business Marketplace services, and to manage your account. Internet connectivity is also required to access Business Marketplace Services, unless specified otherwise.
- 5.5. For the avoidance of doubt, all terms provided in this Service Description supersede any product terms and conditions agreed to at the point of sale.