

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: BUSINESS STARLINK AND BUSINESS STARLINK GO

DESCRIPTION

Business Starlink and Business Starlink Go are both two-way satellite-based internet services (each being “the Service” depending on which is chosen), receivable with a Starlink dish, WiFi router, power supply and mounts (“Starlink Kit” or “Kit”). You may choose to use your own 3rd party router in which case you should retain the Starlink WiFi router in case of subsequent troubleshooting. The internet connection is provided by Starlink via the low earth orbit satellite network and is available in most areas in New Zealand, including remote areas. One New Zealand has an agreement with Starlink that enables One New Zealand to resell Starlink connectivity to you as the Service. This service is only available to customers who have signed a Master Services Agreement (MSA) and are also enrolled with our Business Enhanced Helpdesk.

INCLUSIONS

STARLINK KIT	<p>The Starlink Kit listed in the Pricing Schedule.</p> <p>Starlink Kit comes with a twelve month warranty. If you have any issues contact us:</p> <p>Email: businessenhanced@one.nz</p> <p>Phone number: 0508 211 311</p>
CONFIGURATION	<p>When installing the Starlink Kit, you, or your selected installation contractor, are required to follow the Starlink Install Guide found at https://support.starlink.com</p> <p>If you are using the router included with the Starlink Kit, you will also need to download the Starlink app from Apple Store or Google Play and follow the set-up steps for the router. On the first power on a WiFi SSID named “STINKY” or “STARLINK” will appear on your device. Connecting to this will open a browser window where you will be required to create your preferred SSID and Passphrase. Once you have done that, the router will restart and your new WiFi network will be available for connection.</p> <p>If you are using a router that was not included in the Starlink Kit, consult your installer for the recommended configuration.</p> <p>If you need to move the dish, or store it, you will be required to access the stow feature on the app.</p> <p>You will not use the app for any part of the Service except Wifi initial set-up and the stow feature.</p> <p>You may request that we assist with the Starlink installation. There is a fixed charge for a simple Assisted Installation but there will be additional charges for a complex Assisted Installation. Your Account Manager will determine if the installation is simple and if not, will recommend a site-</p>

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	<p>audit first to determine the full installation costs. This site audit also has a fixed cost.</p> <p>The Service will be activated by One New Zealand and can be viewed in the One New Zealand Xport Portal. Please contact One New Zealand Support team if you experience any issues with your Starlink Kit or connectivity.</p>
SERVICE PLAN	Your Service Plan is listed in the Pricing Schedule.

SERVICE LEVELS

SERVICE PACKAGE	Service Availability	Latency (ms)	Expected Download (Mbps)	Expected Upload (Mbps)
PRIORITY	≥99%	14-35	60-290	14-35
MOBILE PRIORITY	≥99%	<99	50-250	10-35

SERVICE CONDITIONS

- The Starlink Kit will be owned by you when you have paid for it in full. Until you have paid in full, we own the Equipment.
- Unused priority or mobile priority data does not roll over to the next billing cycle.
- Prioritised data enables more throughput and faster speeds at times of network congestion.
- When you have used all your priority data allowance, you may experience slower speeds and reduced performance compared to priority access.
- When you have used all your priority data allowance you will be automatically charged for additional priority data used in the applicable billing cycle and in following billing cycles unless and until you opt out of being able to use additional priority data. To opt out, you need to access Xport portal and set the Priority toggle to “off”.
- Priority and Mobile Priority Data allowance resets on the 25th of each month
- Mobile priority service plans assign a set amount of “mobile priority” data each month based on the plan. Mobile priority service plans are designed for in-motion users who want global land plus open water access, such as shippers and sailors. After your mobile priority data is exhausted each month, if you have opted out from being able to use additional mobile priority data, the behaviour of the Service will depend on the area of operation:
 - For inland coverage (including lakes and rivers), users of the mobile priority service plans will receive endless mobile data, which will result in slower speeds and degradation of bandwidth intensive applications during times of network congestion.
 - While in the open water, once mobile priority data is exhausted, users will be unable to connect to the internet.
- Starlink may temporarily reduce speeds if the network is congested.
- Actual speeds of the Service will likely be lower than the maximum speeds during times of high usage. Fastest speeds will be seen during off-peak times, midnight to 5.00am.
- Users may experience higher latencies in regions that are far from Starlink ground stations, or during periods of high load on their user terminal.

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- All customers with a current Business Starlink or Business Starlink Go plan have access to One New Zealand's 24/7 select support contact centre. If you are experiencing any issues, please contact One New Zealand Support Team.
- You agree that any software copies and updates installed on the Starlink Kit are not sold to you, only licensed to you on a non-exclusive, non-transferable, limited and revocable basis, for use as installed on the Starlink Kit, and subject to the Starlink Software License and Usage Terms (<https://www.starlink.com>). You must not transfer it to any other party. Starlink retains all intellectual property rights and other rights and interests in the Starlink Kit, and the software installed on it. You have no right to use them other than as stated in this Service Description.
- You must comply with all Starlink's Acceptable Use Policy (<https://www.starlink.com/>) and you must not use Starlink logos or other trademarks. Failure to comply may result in termination of your use of Starlink's services and therefore the Service. You will also protect us from claims Starlink makes against us that are related to your misuse of the Service or the Starlink Kit or non-compliance with Starlink's policies.
- We will start invoicing you once we receive the confirmation that the Starlink Kit has been installed or, for the self-installation option, that the Starlink Kit has been delivered. If you have the Service active within a billing cycle, you will be charged for the full month.
- You will be required to download and install the Starlink app to set up the Starlink internet service. The Starlink app is not supported by One New Zealand. However, for your use of the Service, your relationship is with us. This includes setting of data limits, purchasing of additional data, billing and support.
- The Service may not be available in all locations. It is your responsibility to assess whether the Service will meet your needs.
- You are responsible for arranging sufficient power and power points at each of your sites, in reasonably convenient locations for installation of / provision of power to the Starlink Kit, and for ensuring you have all required building and similar consent for the installation of the Starlink Kit.
- You must use the Service only for commercial and lawful purposes. You are responsible for complying with the terms of any third-party services that you subscribe to using the Service.
- We do not guarantee the Service will be uninterrupted or error free.
- Starlink may change or discontinue service plans, prices, Starlink Kit versions and Starlink specifications from time-to-time. We are entitled to pass those changes on to you and will give you such notice of the change as required by the Agreement. Your continued use the Services after the notice period is deemed acceptance of the changes.
- The Service may also be impacted by Force Majeure Events.
- We remain the holder of any Personal Information that you store, host or transmit using the Service, as per the Agreement.
- In addition to the termination rights in the Agreement, we may terminate your use of the Service if our reseller status with Starlink ends. We will give you notice in accordance with the terms of the Agreement.
- You agree that your use of the Service and the Starlink Kit is at your sole risk. The Service is not suited or intended as a mission-critical or safety-of-life service.
- You must not alter or modify any Starlink Kit in a manner that contradicts the Install Guide or that could alter the transmission characteristics of the Starlink Kit, including installation under a radome without Starlink's approval which you must obtain via us. At Starlink's sole discretion, if Starlink determines that your installation or modification of the Starlink Kit has resulted in material degradation of the Service or equipment, the equipment warranty may be voided.