

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: ENTERPRISE TEAM PLAN VOICE AND DATA

Enterprise Team Plans Voice and Data allows you to give each of your team Unlimited New Zealand Talk & Txt for a fixed monthly price while allowing you to control your costs by setting your data allowance and any International Calling and Australian Roaming requirements you have.

OPTIONS, INCLUSIONS, AND ADD-ONS

Options and Inclusions			
Component	Enterprise Team Plan	Enterprise Team Plan +International calling	Enterprise Team Plan +Australia roaming
Unlimited Talk & TXTs to standard NZ and Australia numbers	✓	✓	✓
International Calling Add-On	X	✓	X
Australia Roaming Add-On	X	X	✓
5G access included	✓	✓	✓
Hotspot	✓	✓	✓
WiFi calling	✓	✓	✓
Local Number on Mobile	✓	✓	✓
One NZ Rewards	✓	✓	✓
NZ Data allowance as set out in the Pricing Schedule.	✓	✓	✓
Data only connections sharing your data allowance	✓	✓	✓
ADD-ONS			
International calling	Includes 250 anytime voice calls and 50 TXTs (excludes short codes and MMS/PXTs) to use in NZ to standard numbers in 20 international destinations. A minimum of one minute will be deducted from your included minutes, for each call that you make. Any additional calls or TXTs made after included calls/TXTs are used, or made to countries not included in the add-on, are charged at the standard international rates of your plan. Terms apply, see www.one.nz/legal/terms-conditions/international-addon		
Australia Roaming	Use your minutes, TXT's and data while in Australia. Normal plan charges apply. Excludes calls or TXT's to satellite or premium numbers (e.g 0800 (1800)), and Australian external territories. Not available if you have relocated to Australia. Exclusion, business fair use and terms apply, see www.one.nz/aussieroaming		
Daily Roaming	For a daily fee, use your mobile plan inclusions and rates in selected Daily Roaming destinations. Usual plan charges apply. A daily fee applies for each day you make/receive calls, send TXTs or use data in the Daily		

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	Roaming destination (valid until midnight NZ time), up to 90 consecutive days. Terms apply, see www.one.nz/business/roaming
Interest Free	Total monthly cost is phone repayment cost plus plan cost. \$99 deposit required. Balance of phone cost must be repaid if you exit, transfer, or trade-down your plan before the interest free term expires. Available on selected devices. Eligibility criteria and terms apply, see www.one.nz/legal/termsconditions/lfpbusiness
One NZ Satellite TXT	<p>The One NZ Satellite TXT Service enables Users with eligible phones who are out of traditional cell-tower mobile coverage to send and receive TXT messages via satellite. MMS and Android RCS messages can also be sent and received but photos, videos and other message services using data (e.g. WhatsApp) are not supported. Access to the Service must be activated on each connection as an optional add-on.</p> <p>Users require a clear line of sight to the sky. There may be intermittent periods between satellites and this will reduce over time as more satellites are launched. Users will know they are connected to a satellite when they see “One NZ SpaceX” in the network banner at the top of their phone. The Service works over all of NZ’s landmass including offshore islands and out to 20km offshore of the NZ coastline. This Service does not work when roaming overseas.</p> <p>Service limitations, network performance and phone eligibility will improve over time. Delivery time of TXT via satellite will be slower than traditional TXT. Terms, fair use and capacity management apply. For full Service details and updated list of eligible phones check our website one.nz/spacex – details will be updated regularly.</p>
One NZ Satellite Data	<p>The One NZ Satellite Data service enables Users with eligible phones who are out of traditional cell-tower mobile coverage to use select mobile apps that have been optimized for satellite data, using the data from your plan's data allowance. These apps include WhatsApp, Google Maps, AccuWeather and more. Further mobile apps will be supported over time, check our website link below for the latest list. Not all features of the mobile app may be available when used with satellite data.</p> <p>Users require a clear line of sight to the sky. There may be intermittent periods between satellites and this will reduce over time as more satellites are launched. Users will know they are connected to a satellite when they see “One NZ SpaceX” in the network banner at the top of their phone. The service works over all of NZ’s landmass including offshore islands and out to 20km offshore of the NZ coastline. This service does not work when roaming overseas.</p> <p>Service limitations, network performance and phone eligibility will improve over time. Terms, fair use and capacity management apply. For full service details and updated list of eligible phones and mobile apps check our website one.nz/spacex – details will be updated regularly.</p>

1. DATA USAGE PATTERN

- 1.1 Your NZ data allowance has been agreed based on our analysis of your data usage history over the 12 months preceding the Commencement Date, adjusted in the light of any anticipated changes to your data behaviour you have made known to us. For new customers, you warrant that any usage history you have communicated to us is true and correct, and you warrant that you do not anticipate any changes to your data usage behaviour that you have not made known to us.

2. THREE MONTH HEALTH CHECK

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- 2.1 On the expiry of the third billing cycle of the Service Initial Term, we will calculate your average monthly data usage per Enterprise Team Plan Connection within each of your selected Profiles over the previous three months. If that average exceeds your NZ data allowance set out in the Pricing Schedule, we will give you written notice of that excess, and require you to either reduce your usage to the extent required to remain within your allowance, or opt to increase your allowance and accept a higher Monthly Fee for the applicable Profile. If in the billing cycle within which you receive our notice, your actual usage does not remain within your allowance, and you have not opted to increase your allowance (s) and accept a higher Monthly Fee, we may on further notice to you, but without a formal written variation, increase the Monthly Fee for the applicable Profile with effect from your next billing cycle. If your average usage reduces to within your allowance, pricing will remain unchanged until the Six Monthly Review.

3. SIX MONTHLY REVIEWS:

- 3.1 On the expiry of the sixth billing cycle of the Service Initial Term, and at intervals of six months thereafter, we will:
- (a) calculate your average monthly data usage per Enterprise Team Plan Connection within each of your selected Profiles over the previous six months. If that average exceeds your NZ data allowance, we will give you written notice of that excess, and you may either reduce your usage to the extent required to remain within your allowance or increase your allowance (s) and accept a higher Monthly Fee for the applicable Profile. If, in the billing cycle within which you receive our notice, your actual usage does not remain within your allowance, and you have not opted to increase your allowance (s) and accept a higher Monthly Fee, we may on further notice to you but without a formal written variation, increase the Monthly Fee for the applicable Profile with effect from your next billing cycle. If your average usage reduces to within your allowance, pricing will remain unchanged until the next Six Monthly Review; and
 - (b) review your Core Profile. If at any review your number of Connections has fallen by 10% or more below the minimum number of Connections set out in your Core Profile, we may, after consultation with and notice to you but without written variation, vary your Enterprise Team Plan Pricing Plans with effect from your next billing cycle.

4. NO RETROSPECTIVE CHARGES OR CREDITS

- 4.1 Without prejudice to any remedy available to us for breach of your warranty at clause 1.1 above, you and we agree that we will not following any review either charge you retrospectively for data usage in excess of your allowance, nor apply any credit to your account for usage falling short of your allowance.

5. PROFILE CHANGES ONLY AT REVIEWS

- 5.1 You may only change the Profile of a Enterprise Team Plan Connection at the Three Month Health Check or at a Six Monthly Review.

6. NO DATA USAGE ALERTS FOR END USERS

- 6.1 You acknowledge that your end users will not be sent alerts warning them when a particular volume of domestic data has been consumed. Usage can be monitored by your employees through the My One NZ app. We recommend you implement a mobility policy setting out guidelines for acceptable usage for your employees and monitor their usage monthly via MyBusiness exception reporting.

7. PROHIBITED USAGE

- 7.1 You will not use Connections on our Enterprise Team Plan for auto-dialling or continuously call-forwarding; or in conjunction with Cellular Trunking Units.

If, in breach of this clause, you use Connections on our Enterprise Team Plan for these prohibited activities, we will notify you and agree a timeframe for resolution.

If no time frame is agreed, or your breach is not remedied within the agreed time frame, we may, without prejudice to other remedies available to us under this Agreement, transfer your Enterprise Team Plan Connections to an alternative rate plan

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SERVICE CONDITIONS

Hotspot: Hotspot capable device required. Will count towards your plan usage, speeds reduce after Max Speed data allowance exceeded. Max SD streaming at all times.

Local Number On Mobile: To sign up for Local Number on Mobile, you need to call 888 to activate the Service. Additional services (e.g. broadband or fax) won't be transferred.

WiFi Calling: Calls you make use minutes from your plan allowance, and international or special calling rates apply. See one.nz/our-networks/wifi-calling.

DEFINITIONS

Profile means one of the three Enterprise Team Plan Profiles: Enterprise Team Plan, Enterprise Team Plan + International calling and Enterprise Team Plan + Australia roaming plus your Data-Only Connections;

Six Monthly Review means the reviews described in clause 3 of this Service Description;

Three Month Health Check means the review described in clause 2 of this Service Description; and

Any term not defined in this clause shall have the meaning given to it elsewhere in this Agreement.