APPENDIX 1 – PRODUCT SPECIFICATION

Product Specifications – Voice System Maintenance Service

1. Introduction

This document contains information describing the Voice System Maintenance Service. This document should be read in conjunction with the Voice System Maintenance Service Schedule, which details the Voice System Components to be maintained by Spark Digital and the components to be maintained by the customer.

2. Service Description

Spark Digital offers a set of specific services for the maintenance of a customer's voice system (the "Voice System"). Spark Digital will provide a set of standard maintenance activities ("Standard Maintenance Activities"). Monthly fees for the Standard Maintenance Activities are calculated based on the customers' Voice System Components as recorded in the customer's Voice System Maintenance Service Schedule.

The customer may, from time to time, purchase optional activities from the Spark Digital Service Catalogue or from the list of services detailed in section 3.2 of this Product Specification.

The Service is offered on the basis that Spark Digital is the configuration control authority for the customer's Voice System. This does not preclude the customer from undertaking user administration of the system.

Save for Spark Digital's maintenance obligations under the Service Schedule and this Product Specification, responsibility for the customer's Voice System is in all other respects at its sole risk and cost.

2.1. Scope of the Service

The customer Voice System is defined by the hardware and software components and configuration settings at locations as documented in the Service Schedule. Spark Digital is not responsible for maintaining any customer hardware and software components and configuration settings beyond what is listed in the Service Schedule as the customers' Voice System Components which Spark Digital is responsible for maintaining.

The maintenance service is made up of:

a) the Standard Maintenance Activities, which are included in the monthly fees, (see Section 3.1), and

b) optional activities ("Optional Activities"), which the customer may request. Optional Activities are charged on the amount of time consumed to meet the request at hourly maintenance rates (see Section 3.2).

3. Service definition

The following service definitions apply to the Voice System Components listed in Section 3.1 (Spark Digital Maintenance Responsibility) of the Service Schedule.
3.1. Standard Maintenance Activities

Monthly fees are based on the complexity of the customer's configurations and locations as set out in the Service Schedule. The charging basis is described in section 6. “Fees and Invoicing”.

3.1.1. Spark Digital Request / Fault Management

Spark Digital provides the customer with a single point of contact for all service requests and for reporting faults. The service desk logs the customer’s request or fault report and gives the customer a unique reference identification number. The service desk is responsible for tracking service performance targets, monitoring Spark Digital performance, initiating escalations and confirming completion of the request or fault resolution with the customer. The service desk will advise on matters such as activity prices, expected delivery dates, and installation services. Outside the service hours selected by the customer and documented in Section 1 of the Service Schedule, Spark Digital provides a call reception service. This service will log the customer request or fault report for action within the contracted service hours. Alternatively, the customer can initiate a call out service provided the call out service requested is authorised by a named customer representative. Call out fees apply when service is requested outside normal service hours.

3.1.2. Fault Diagnosis and Repair / Restoration

Spark Digital will investigate and fix any fault in the hardware components of the Voice System that Spark Digital is responsible for, as listed in Section 3.1 of the Service Schedule, where these occur through normal wear and tear. Spark Digital will investigate and address faults in the software components of the Voice System as listed in Section 3.1 of the Service Schedule. Spark Digital will work with the manufacturer to resolve the fault and apply maintenance, minor release or a software patch to resolve the fault. A software fault is a failure of the software to perform the software manufacturer’s documented function. Problems caused by configuration of the software are not considered to be a fault. Spark Digital will use remote methods and Spark Digital expert systems to initially diagnose, and if possible, resolve the fault. If necessary, Spark Digital will provide on-site fault rectification to resolve the fault or meet restoration targets. Any on-site visit will be logged in the site log book maintained with the site hardware.

Spark Digital’s response to faults will be graded by the severity of the fault as outlined in the table below.

<table>
<thead>
<tr>
<th>Fault class</th>
<th>Definition</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Impact</td>
<td>A Fault is classified as Critical if either:</td>
<td>• Immediate dispatch of field technician.</td>
</tr>
<tr>
<td></td>
<td>a) The system fails to operate owing to catastrophic hardware or software fault; or</td>
<td>• Immediate remote access of system to begin fault diagnosis if possible.</td>
</tr>
<tr>
<td></td>
<td>b) There are power alarms from the hardware components that make up the system; or</td>
<td>• As required escalation to field service manager.</td>
</tr>
<tr>
<td></td>
<td>c) More than 50% of users cannot make or receive calls; or</td>
<td>• As required escalation to Tier 3 engineering manager.</td>
</tr>
<tr>
<td></td>
<td>d) The operator cannot make, receive, or extend calls.</td>
<td>• Immediate checks of network services connected to the system.</td>
</tr>
<tr>
<td>Major Impact</td>
<td>From 5 users up to 50% of users cannot make or receive calls.</td>
<td>• Immediate remote access of system to begin fault diagnosis.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Dispatch of field technician.</td>
</tr>
<tr>
<td>Fault class</td>
<td>Definition</td>
<td>Response</td>
</tr>
<tr>
<td>-----------------</td>
<td>---------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Minor Impact</td>
<td>Fewer than 5 users cannot make or receive calls.</td>
<td>Remote access of system to diagnose faults and determine fault resolution actions.</td>
</tr>
</tbody>
</table>

Fault diagnosis and restoring the Voice System within normal preventative maintenance hours will be provided within the Monthly Fee in Section 1 of the Service Schedule and to the service target in Section 5 of this Product Specification. Should a reported fault or problem subsequently be proved to be related to a component of the system that is not Spark Digital’s responsibility as listed in Section 3.1 of the Service Schedule or not be a fault but a requirement for a Voice System change or to be caused by the customer improperly using the Voice System, Spark Digital reserves the right to charge the customer for any or all activity Spark Digital undertakes to diagnose and restore system performance or undertake the Voice System change.

Any charges Spark Digital makes for fault diagnosis and restoring the Voice System will be at the call out rate as listed in Section 6. Spark Digital will maintain a lab to investigate and resolve faults reported by customers. If the cause of a fault is not immediately obvious, Spark Digital may implement a work around on the customer’s Voice System and then seek to replicate the fault in the Spark Digital lab. Spark Digital will keep the customer’s fault case open until such time as the fault is fixed and the work around is removed from the Voice System.

**Excessive Faults**

Spark Digital provides the Voice System Maintenance service on the basis that the customer fault rate is within industry norms for the Voice System Components maintained under the Service. Spark Digital reserves the right to notify the customer and make additional charges if excessive faults are experienced and, after notifying the customer of excessive fault rates, the fault rates are not reduced.

**3.1.3. Maintenance Spares**

Spark Digital holds a pool of hardware component spares to meet the performance targets in Section 5. Spares are held for the benefit of all contracted Voice System Maintenance Service customers and are not dedicated to any specific customer. Spares are held at Spark Digital regional offices to achieve geographic coverage. The replacement components from any Spark Digital maintenance activity will be new or refurbished. Any components that are removed or replaced are owned by, and may be retained by, Spark Digital. If a spare is not held locally, Spark Digital will dispatch the required spare from the office which provides the most expedient delivery of the spare to the customer.

**3.1.4. Preventative Maintenance**

Spark Digital undertakes preventative maintenance activities between 7am and 7pm on Business Days and will undertake as much preventative maintenance information collection as is reasonably possible using remote access.

The customer may choose for preventative maintenance to be undertaken outside normal preventative maintenance hours. In these cases, after hours preventative maintenance will take place between 7pm and 7am Business Days.

Preventative maintenance carried out within normal preventative maintenance hours will be provided within the Monthly Fee in Section 1 of the Service Schedule and to the service target in Section 5. After hours preventative maintenance incurs additional charges as per Call Out Requests at Section 3.2.6 of this Specification.
Spark Digital will undertake preventative maintenance activities on the system components listed in Section 3.1 (Spark Digital Maintenance Responsibility) of the Service Schedule. The frequency that the preventative maintenance activity is undertaken is listed in Section 1 of the Service Schedule.

The type of Voice System and remote access method determine the amount of remote preventative maintenance Spark Digital can undertake. For IP Voice Systems, Spark Digital requires a secure IP system connection to Spark Digital’s Central Customer Operations. For non IP Voice Systems, a dial up modem connected to the site voice switch is required. The modem may be on a dedicated line or allocated DDI number.

Spark Digital will visit each site and system at the preventative maintenance frequency listed in Section 1 of the Service Schedule and conduct a physical inspection of the major Voice System components and environment. The objective is to identify, resolve or advise the customer of wear and tear or changes to the physical environment of the physical components that may cause faults to develop or components of the Voice System to fail.

Applicable software updates will be installed during site visits in accordance with preventative maintenance frequency and hours listed in Section 1 of the Service Schedule. Where updates require the Voice System or components of the Voice System to be restarted causing system downtime, Spark Digital will notify the customer if a planned maintenance outage is required as set out in Section 5 of this Product Specification. Spark Digital applies applicable software updates in accordance with software maintenance policy established for each major release of Voice System software.

Spark Digital will collect and store off-site system back-ups. These back-ups are taken in addition to the back-up routines established for the system components during installation. This allows Spark Digital to restore a Voice System back to a known point based on preventative maintenance cycles should the on-site media be found unusable during system restoration activities.

Spark Digital will maintain a site / system log book with the major system hardware installation that details maintenance visits, software installed, faults attended, key observations, backups and site specific information.

Spark Digital will maintain a lab environment for testing vendor minor and maintenance software releases for the components listed in Section 3.1 of this Service Schedule. Tests of software function and faults are undertaken against Spark Digital standard system configurations and Spark Digital voice system product specifications before the maintenance or minor release software is released into the Spark Digital preventative maintenance routine cycles. The purpose of testing is to minimise problems occurring from maintenance routines.

Spark Digital tests released vendor software on standard Spark Digital voice system configurations and therefore Spark Digital cannot guarantee that maintenance or minor release software applied to non-standard systems is defect free, will not cause a system fault or degradation of performance where deployed in to the customer’s Voice System.

Spark Digital will apply its standard operating practices for application of maintenance or minor release software to systems to minimise problems or system downtime from routine maintenance activity. An option is available for software maintenance to be excluded from preventative maintenance routines. Spark Digital does not recommend that customer select this option as it limits Spark Digital’s ability to respond to faults or problems. Spark Digital cannot initiate fault or problem issues with vendor support systems until all system software is at current maintenance release levels. It can take a significant amount of time to apply all the maintenance software to a system before full fault rectification processes can begin.

3.1.5. Licence Maintenance

Spark Digital will maintain a list of all licensed software purchased by the customer listed in the Service Schedule. This will include the version of the software. Maintenance of this information is important when responding to service catalogue requests or where system upgrades are required,
because Spark Digital needs to establish the software dependency lists to achieve a successful upgrade.

3.1.6. Loan System

Spark Digital will attempt to provide the customer with a loan system to establish basic system function should a catastrophic event such as a fire or flood render the Voice System unusable. Spark Digital will not charge for the loan system provided the customer seeks to replace the damaged system or components in an expedient manner. Spark Digital will charge for the labour necessary to achieve restoration of basic system function, until a replacement system is installed and functioning.

The loan system is intended to achieve basic voice system function and will not necessarily be the same technology or configuration as the customer’s Voice System.

3.2. Optional Activities

These activities are optional to the customer and charged in addition to the fixed fees. These fees are detailed in section 6. “Fees and Invoicing”. Customers may request these Optional Activities to be performed on the Voice System detailed in the Service Schedule at specified locations.

3.2.1. User Administration

Spark Digital will provide user administration services to the customer. The service is called a quick change remote service. Spark Digital has optimised the quick change service and customers are able to fax or email a change request directly to the Spark Digital remote access centre team.

The quick change remote service is not a system change service and cannot be used to make system level configuration changes. The quick change remote service is not a MAC service or an on-site change service.

The scope of the quick change service is limited to user administration and typically covers:

- Add a User
- Remove a User
- Change User Profile
- Name Changes
- Toll Bars
- Call Hunt Groups
- Pick Up Groups
- Call Forwards
- Number Changes
- Mail Box Resets
- Change of User Peripheral Device
- Password Resets
- Change of User Peripheral Device

The quick change service can be used as the prime user administrative function or to supplement the customers help and administrative activities, or where users are not confident in the use of self-support tools, where available (typically IP Voice systems).

Service hours for the quick change remote service are Request Service Hours. Requests for service outside Request Services Hours (refer Section 5) will be treated and charged as a Call Out Service.

3.2.2. Simple System Changes

Simple system changes consist of two types of changes. These are:

a) Changes or relocations of system peripheral devices such as phones that require Spark Digital attendance at the site to make the change (typically called a Simple MAC) or;

b) Configuration change to a single component in the system that can be carried out remotely therefore not requiring Spark Digital attendance at the site. This is typically a change to a system
control table in a single component that changes functional performance for a small number of system users.

The customer may phone or email Spark Digital to request the change. Spark Digital will either ask questions necessary to qualify the customer request over the phone or will respond to a customer email with the necessary questions to action the customer request.

Spark Digital will then review the requested information and determine if the request can be achieved within available safe working system capacity, function or licence levels.

If the request can be undertaken without further customer requirements, Spark Digital will complete the request within the service target. If the request requires additional system capacity or software licences, Spark Digital will advise the customer of these requirements (the customer has the asset ownership responsibility) and, if the asset requirement is small, advise the customer of the cost of acquiring the required assets, any maintenance price changes and delivery dates. The customer can choose either to accept the Spark Digital offer and Spark Digital will deliver the requested change or, the customer may choose to withdraw the change request, in which case Spark Digital closes the change request.

If the request is determined to be of a complex nature, Spark Digital will advise the customer and the Spark Digital Design Services Team will contact the customer to establish its requirements and provide the customer with price information. At this point Spark Digital will open a complex change request.

Simple configuration or MACs have a fixed activity fee, while complex configuration or MACs require a specific scope to be determined from which a price will be calculated and offered to the customer. See Section 7 for definition of simple and complex system changes and MACs.

3.2.3. Complex System Changes

A complex system change requires an evaluation, redesign of system components or configurations, upgrade of system hardware and/or software components or a number of concurrent changes that must be sequenced correctly to avoid or minimise system disruption to achieve the requested change in system function.

Spark Digital will engage the Design Services Team to produce an amended system functional specification and to provide the customer with a price for achieving the system change. The change may result in amendments to the Service Schedule in regards to responsibilities and fees.

The customer may choose to proceed with the complex system change or withdraw the request. Should the customer proceed with the complex system change, Spark Digital will issue a Service Schedule variation on completion of the change, bill for one off charges and amend the monthly service fees in the Voice System Maintenance Service Schedule.

3.2.4. Toll Fraud Review

Toll fraud is a recurring issue that continues to evolve with the constant changes to Voice Systems and their functional components which in turn leads to new fraud opportunities arising. Opportunities for toll fraud are generally related to the way user profiles are established and linked into sub-system component functionality.

Spark Digital recommends that each Voice System is reviewed on a yearly basis to find and close weaknesses that enable toll fraud to occur.

The customer may request a toll fraud review and system user profile update. Two levels of service are offered:

a) Review of User profiles to identify and resolve user configuration weaknesses (called User Profile Toll Fraud Review ).
b) In-depth Voice System Review where all components, component configuration, defaults, and user profiles are examined for potential weaknesses and, where a configuration change does not alter system function, system configuration changes will be made to resolve the weaknesses. If a system configuration change to resolve a weakness changes system function, Spark Digital will advise the customer of the weakness and recommended function change to resolve it. Should the customer decide to make the system change, a simple or complex system change request is required.

Spark Digital will provide the customer with a summary report on completion of the toll fraud review including advice of changes Spark Digital has made to reduce toll fraud vulnerability.

The customer may request a toll fraud review by contacting the Spark Digital service desk and specifying the type of toll fraud review (User profile or in-depth). Spark Digital will review its schedule and agree a date and time for the toll fraud review to be undertaken.

3.2.5. User Training

New employees need training in the use of the system to maximise their benefit from it. Also, most existing users require ongoing refresher training to maintain awareness of system functions and to learn how they can gain personal productivity improvements.

Spark Digital provides two forms of training depending on the Voice System covered by this Voice Maintenance Service:

a) predefined training for standardised Spark Digital voice system products, and;

b) component training for each of the components for designed Voice Systems.

Training is provided for small groups of up to 10 people. The customer may request training by contacting the Spark Digital service desk. Spark Digital will then review its training schedule and agree a training schedule date and time with the customer.

3.2.6. Call Out Requests

The customer may request Spark Digital undertake work outside service hours. Requests for out of service hours work are called Call Out requests. The three standard Call Out requests are:

a) Out of Hours Change Implementation being the on-site attendance to implement a system change that requires a restart or reload of the Voice System or system component. For system restart/reload, on-site attendance is mandatory to ensure system function is restored or to implement a change back-out should the system show signs of incorrect function or performance.

b) Out of Hours Fault Diagnosis and Repair / Rectification.

c) Continuation of fault rectification that has commenced during service hours and gone into an out of service hours period rather than recommencing fault rectification in the next service hours period.

The customer may request call out services either by contacting the Spark Digital service desk or by advising the on-site field engineers who will contact the Spark Digital service desk to ensure customer authorisations are gained/logged.

3.2.7. Assess Maintainability of Non-Spark Digital Provided System Components

The customer may request Spark Digital to assume maintenance responsibility for system components that are currently the customer’s responsibility or for system components the customer has purchased separately.
Spark Digital will undertake a review and advise the customer which components Spark Digital is prepared to accept maintenance responsibility for, the changes to fees and the changes that will be required to the Service Schedule.

If the customer has purchased non-Spark Digital provided system components, then these may be integrated to the Voice System by Spark Digital using simple MACs or complex system change request services with appropriate fees.

3.2.8. Technical Assistance

Technical assistance services are provided to the customer on a best endeavours basis from a shared pool of engineers. Technical assistance services may be used for a wide range of activity surrounding Voice Systems. Examples include maintenance activity on system components that are the customer’s responsibility, system upgrade planning, network integration etc.

The customer may request technical assistance by contacting the Spark Digital service desk specifying the technical assistance and estimated amount of time required. Spark Digital will review its engineering schedule and will agree a scheduled date & time for providing the requested technical assistance with the customer.

4. Responsibilities and Exclusions

4.1. Customer Responsibilities:

4.1.1. Customer’s Hardware, Software And Components

The customer must either:

a) own the hardware, software and components listed in the Service Schedule; or

b) secure the written approval of the owner to enter into the Support Service Schedule.

4.1.2. Voice System Responsibility

The customer is responsible for decisions and costs associated with managing the Voice System, including:

a) upgrade or replace components of the system that have fallen outside their service life and for maintaining release level compatibility between software and components.

b) ensuring adequate spare capacity in the Voice System for software updates including allowances for processing, memory and disk storage, system administration, system backups, etc.

c) maintaining release level compatibility between components of the Voice System

d) ensuring adequate insurance cover is obtained for Rented Equipment.

4.1.3. Delegated Authority

The customer must ensure that everyone the customer is responsible for or that uses this Service complies with this Product Specification. The customer is responsible for providing Spark Digital with accurate and current information regarding designated staff and their delegated authorities as it relates to the delivery of the service described in this Product Specification.
4.1.4. Additional Fees

Where Spark Digital has commenced work based on a customer request, the customer must pay Spark Digital fees resulting from Spark Digital performing work outside the scope of the service to be provided under the Service Schedule. Examples of such work are:

a) Faults or customer requests associated with, or caused by, customer networks, equipment and applications that are not part of the supported software or equipment.

b) Software faults that are issues with the customer administered Voice System configuration and network configuration.

c) Faults or customer requests that require Spark Digital activity outside agreed service hours.

d) Faults or additional costs to Spark Digital that are caused by customer actions or by failure by the customer to carry out the customer's Voice System responsibilities as described in this Product Specification or third party vendor system service documentation.

4.1.5. Relevant Information

The customer is responsible for correctly informing Spark Digital of:

a) Related information regarding the Voice System and customer environment necessary for Spark Digital to meet its obligations under the Service Schedule.

b) Specifications and revision levels of software or equipment the customer is responsible for.

c) Any issues that the customer perceives to be developing in relation to performance of the customer's Voice System and whether the customer believes that the issue is or is not relevant to Spark Digital performing the Service.

4.1.6. Spark Digital Access

The customer is responsible for:

a) Facilitating temporary access for Spark Digital personnel or representatives to the Voice System locations detailed in the Service Schedule when physical access is required.

b) Facilitating temporary remote access for Spark Digital personnel or representatives when remote access is required for software faults.

4.1.7. Voice System Maintenance

The customer is responsible for:

a) Providing access and authority for Spark Digital to undertake the Service at each site listed in the Service Schedule, including facilitating temporary access for Spark Digital personnel, or representatives, when physical access is required.

b) Advising Spark Digital of any Health & Safety requirements for customer sites listed in the Service Schedule.

c) Providing a full set of instructions to Spark Digital for accessing the Voice System and ensuring that any on-site visit will be logged in the site log book maintained with the site hardware.

d) Maintenance of the Voice System components the customer is responsible for as listed in Section 3.2 of the Service Schedule. This includes, but is not limited, to monitoring, housekeeping, checking and acting on log information, managing changes and interdependencies with other customer systems, records, assessing and applying maintenance & minor release software issued by applicable vendor, etc.
e) Undertaking daily backup of Voice System components into the customers’ information archive structure and ensuring antivirus software is operating and being updated daily as specified during system design.

f) Diagnosing and resolving faults or problems with the Voice System components that the customer is responsible for maintaining, including ensuring an adequate provision of spares.

g) Ensuring the customer maintains skills and experience necessary to complete its maintenance responsibility.

h) Ensuring that all the maintained equipment is adequately protected and housed, including protection and quality of power and air supply, physical security from damage, etc.

i) Ensuring peripheral devices and phones are adequately protected from misuse by all users under the responsibility of the customer.

j) Assisting Spark with requested work implementation, fault resolution and changes where related systems, networks and users require associated actions.

k) Any updates and/or upgrades required to other customer equipment or services resulting from provision of services under the Service Schedule.

l) The customer agrees not to make changes to the system configuration even though the customer could have unrestricted access to the system and could make system configuration changes.

4.2. Spark Digital Responsibilities:

4.2.1. Voice System Maintenance

Spark Digital is responsible for:

a) Providing the Voice System Maintenance service as described in this Product Specification for the components listed in section 3.1 of the Service Schedule.

b) Advising the customer if any of the Voice System components detailed in the Service Schedule become unsupported by the manufacturer.
   - If items become unsupported by the manufacturer during the Initial Term of the customer’s Voice System Maintenance Service Schedule, Spark Digital will notify the customer and will recommend a course of action.
   - Should the customer decide not to execute these recommendations, then Spark Digital may not be able to continue to offer the services detailed in this product specification without additional conditions being applied for the Initial Term of the Service Schedule; for example, unsupported equipment will move from Spark Digital’s responsibility to the customer’s responsibility.

c) Endeavouring to provide the technical assistance services with due regard to existing commitments and demands on Spark Digital resources.

d) Maintaining a library of software for the Voice System software listed in the Service Schedule.
   - The software library potentially contains “within service life” software, maintenance releases and minor software updates.
   - The software library maintains these updates until the primary software version is no longer supported by the manufacturer.

e) Following the appropriate manufacturer’s installation methodology or the customer’s system change methodology where specified.
4.2.2. Service Schedule Administration

Spark Digital is responsible for:

a) Ensuring Spark Digital employees or contractors comply with the customer’s site Health & Safety requirements for sites listed in the Service Schedule and notified to Spark Digital. Any on-site visit will be logged in the site log book maintained with the site hardware.

b) Reviewing the customer’s Voice Systems as per the Preventative Maintenance Cycle and issuing updates to the responsibility tables in the Service Schedule to reflect the changes made to Voice System components between review periods. This may include Voice System components that have fallen outside service life and therefore will be moved from Spark Digital to Customer responsibility.

c) Advising the customer and seeking customer authorisation when call out or other charges are applicable, prior to work being undertaken that will incur a charge.

d) Tracking and maintaining a record of authorisation of charges made to the customer under the Service Schedule for a period of three months post invoice date.

Spark Digital and the customer may agree the party responsible for user administration and user changes to the system.

4.2.3. Optional Services

Spark Digital will provide technical assistance services with due regard to existing commitments and demands on Spark Digital resources. After reviewing the technical assistance service request and planned work schedules, Spark Digital will advise the customer when Spark Digital is able to undertake the requested technical assistance service.

4.3. Exclusions

The following list provides examples of specific items excluded from coverage under this Voice System Maintenance Product Specification.

a) Customer provided components of the Voice System, unless reviewed by Spark Digital and added to the Spark Digital responsibility table in section 3.1 of the Service Schedule.

b) Any activities, including up-grade activities, associated with configuration, monitoring, operation, support or maintenance of any applications, equipment, cabling or networks that are not part of the maintained software or equipment listed in section 3.1 of the Service Schedule.

c) Maintenance of consumable items such as CD players, batteries, standard telephones, cordless phones, headsets, MP3 players, batteries, etc.

d) Building cabling and associated local area networks.

e) Any errors or omissions that may have been created by a previous design, build & installation contract with Spark Digital or any other party.

f) Restoration of an application or system component should its failure occur during maintenance procedures. Spark Digital will take all steps and precautions necessary to enable restoration. However, Spark Digital does not undertake or warrant that the work will be successful.

g) Voice System faults or failures not caused by normal wear and tear; for example, - fire, flood, sudden and unforeseen accidental damage.
## 5. Service Attributes & Targets

This section lists the service attributes & targets that Spark Digital will endeavour to meet for the Voice System Maintenance service.

<table>
<thead>
<tr>
<th>Service Attribute</th>
<th>Attribute Definition</th>
<th>Service Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Service Reception</td>
<td>Answering a telephone call from a customer and logging information relevant to a fault or other details relevant to the service required.</td>
<td>Service Reception: incoming phone calls to be answered 24 hours a day, every day, within 20 seconds.</td>
</tr>
<tr>
<td>2. Request Service Hours</td>
<td>Those hours during which the customer may contact Spark Digital and Spark Digital will commence requested services.</td>
<td>Standard Mon-Fri 8am – 5 pm</td>
</tr>
</tbody>
</table>
| 3. Fault Service Hours     | Those hours during which, when a customer reports a fault, Spark Digital will commence activity at no additional cost. | Standard Mon-Fri 8am - 5pm                        
                          |                                                                                       | Extended Mon-Sun 7am - 7pm                         
                          |                                                                                       | All 24 hrs 7 Days                                 |
| 4. Preventative Maintenance Service Hours | The standard hours during which Spark Digital undertakes planned preventative maintenance activities. | Business Days 7am – 7pm.                           |
| 5. Initial Fault Response Update | The elapsed time, during Fault Service Hours, between reporting a fault to Spark Digital and confirmation to the customer that initial actions have been completed and an estimated time to restore is provided, if known. | Within 60 minutes.                                 |
| 6. Progress Updates        | Updates on the status of service request activity.                                    | On significant events or as agreed.                 |
| 7. Service Restore Targets | The elapsed time, during Fault Service Hours, between customer reporting a fault to Spark Digital and confirmation to the customer that the service has been restored. | Sites Metropolitan 6 hours 
<pre><code>                      |                                                                                       | Rural 12 hours                                    |
</code></pre>
<p>| 8. Planned Outage Notification | The period of time from Spark Digital notifying the customer of a requirement for a planned outage of the Voice System for maintenance, and the planned outage occurring. | 5 days notification prior to planned outage.       |
| 9. Quick Change Service    | The elapsed time, during Request Service Hours, from call reception and logging of the quick change service request to a valid request being complete. | Within 4 Service Request hours                     |</p>
<table>
<thead>
<tr>
<th>Service Attribute</th>
<th>Attribute Definition</th>
<th>Service Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Simple System Changes</td>
<td>The elapsed time, during Request Service Hours, from Spark Digital accepting the Simple Change Request and a valid request being completed.</td>
<td>1 Business Day</td>
</tr>
<tr>
<td>11. Simple MACs</td>
<td>The elapsed time, during Request Service Hours, from Spark Digital accepting the Simple MAC and a valid request being completed.</td>
<td>2 Business Days</td>
</tr>
<tr>
<td>12. Delivery of Ordered Service Catalogue Items</td>
<td>The period of time between the customer authorising the order of service catalogue items and delivery of the items to the nominated customer location.</td>
<td>2 Business Days</td>
</tr>
<tr>
<td>13. Technical Assistance Service Request Response</td>
<td>The elapsed time, during Request Service Hours, between the customer requesting an optional service to Spark Digital responding to the customer with Spark Digital options of a schedule to address the requested service.</td>
<td>Initial response within 4 Request Service hours.</td>
</tr>
<tr>
<td>14. Billing Enquiry Resolution</td>
<td>The elapsed time during agreed service hours between reception of a billing enquiry and confirmation to the customer of its resolution.</td>
<td>Within 2 Business Days</td>
</tr>
</tbody>
</table>

6. Fees and Invoicing

All fees exclude GST, except where noted otherwise.

6.1. Fixed Fees

Fixed fees are invoiced monthly in advance. Fixed monthly fees are the fees for the Service as detailed in this Product Specification, section 3.1 Standard Maintenance Activities. The fixed monthly fees are contained in the customer’s Service Schedule.

6.2. Variable Fees

Variable fees are invoiced monthly in arrears. Variable fees are the fees for the services as detailed in this product specification, section 3.2 Optional Activities. The following table provides the variable fee structure for the Optional Activities available in this Service. The variable fee structure is subject to quarterly review. The fee structure may be changed by Spark Digital on 30 days written notice to the customer.
Optional Activities Service Fees.

Please see earlier in this Product Specification for Service Definition information in respect of these fees.

<table>
<thead>
<tr>
<th>Service Definition No.</th>
<th>Description</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2.1</td>
<td>Remote User Administration (Quick Change), initial 15 minutes.</td>
<td>$75 minimum for first 15 minutes.</td>
</tr>
<tr>
<td>3.2.1</td>
<td>Remote User Administration (Quick Change), subsequent 15 minute intervals.</td>
<td>$55 per 15 minute increment.</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Simple Moves, Adds and Changes.</td>
<td>$200 per change</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Simple Configuration Changes.</td>
<td>$75 per change</td>
</tr>
<tr>
<td>3.2.3</td>
<td>Complex System/Configuration Changes.</td>
<td>$POA</td>
</tr>
<tr>
<td>3.2.4</td>
<td>User Profile Toll Fraud Review.</td>
<td>$15.00 per port per review</td>
</tr>
<tr>
<td>3.2.4</td>
<td>In-depth Voice System Toll Fraud Review.</td>
<td>$25.00 per port per review</td>
</tr>
<tr>
<td>3.2.5</td>
<td>Spark Digital Product User Training Course (Max 10 people).</td>
<td>$480 per course</td>
</tr>
<tr>
<td>3.2.5</td>
<td>Voice System Components User Training.</td>
<td>$POA</td>
</tr>
<tr>
<td>3.2.6</td>
<td>Out of Hours Change Implementation Call Out</td>
<td>Call out fee is $360.</td>
</tr>
<tr>
<td>3.2.6</td>
<td>Out of Hours Fault Diagnosis and Repair/Rectification Call Out</td>
<td>Call out fee is $360.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The minimum charge includes 3 hours, from which travel time must be deducted</td>
</tr>
<tr>
<td></td>
<td></td>
<td>After three hours the rate is $120 per hour, or part thereof.</td>
</tr>
<tr>
<td>3.2.6</td>
<td>Continuation of Fault Rectification After Service Hours.</td>
<td>$120 per hour or part hour</td>
</tr>
<tr>
<td>3.2.7</td>
<td>Undertake system component maintainability assessment.</td>
<td>$240 per request</td>
</tr>
<tr>
<td>3.2.8</td>
<td>Technical Assistance</td>
<td>$180 per hour.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum charge of $360.</td>
</tr>
</tbody>
</table>

7. Definition of Terms

7.1. **“Complex System Change”** – system changes which fall outside the definition of a “Simple System Change” will be treated as Complex System Changes. Spark Digital and the customer will treat Complex System Changes as a project for which a timetable and additional specific charges will be agreed. The charging rate will be based on the Technical Assistance Fee structure.
7.2. “Component” – a component of the Voice System is a major system component that is identified in a block diagram of the overall Voice System. For the purposes of this product specification a component is not an individual electronic component, subassembly, module, individual software files, libraries, or executables.

7.3. “Configuration Control Authority” – the single party that is the authority for controlling the system configuration to ensure system integrity. The Configuration Control Authority reviews any system configuration change so that the change does result in the expected outcome and no unintended consequences occur from the change.

7.4. “Customer Remote Access” – the remote access VPN connection that will allow the Spark Digital Remote Access Centre to access the Voice System and make Voice System configuration changes.

7.5. “Hardware Fault” – a hardware component is not operating according to manufacturers’ specification. A hardware fault may range from complete failure to a partial failure where the hardware component performs mostly to manufacturers’ specification.

7.6. “Maintenance Release” - is a release of a product that does not add new features or content. For instance, in software, maintenance releases are typically intended to solve minor problems, typically “bugs” or security issues.

7.7. “Maintenance” - is the process of maintaining equipment and deployed software (software release) to manufacturer specified operating conditions and/or, as well as remedying defects.

7.8. “Major Release” -- is a release of a product or a release of software that provides additional software features and/or functions.

7.9. “Metropolitan Areas” - metropolitan areas are within 20 kilometres of the centre of Auckland, Hamilton, Rotorua, Tauranga, New Plymouth, Napier, Palmerston North, Wellington, Nelson, Christchurch and Dunedin.

7.10. “Minor Release” – is a release of a product that changes existing features and does not add new features or functions.

7.11. “Rural Areas” – are those areas outside of within 20 kilometres of the centre of Auckland, Hamilton, Rotorua, Tauranga, New Plymouth, Napier, Palmerston North, Wellington, Nelson, Christchurch and Dunedin.

7.12. “Service Hours” - service hours are the hours of service for the category of service provided. The hours of service for each category are defined in Section 5. Service Targets.

7.13. “Simple System Change” - simple system changes are changes to any service parameters of a single System component unit and can be carried out remotely by Spark Digital without requiring attendance at a customer’s site.

7.14. “Simple Move, Add or Change (MAC)” - simple MAC’s are relocations of or additions to terminating equipment (such as phones) but not shared infrastructure that require Spark Digital attendance at a customer’s site. Shared infrastructure is any equipment or software that supports multiple users and includes cabling, centralised call processing equipment, gateways, LAN infrastructure and routers.

7.15. “Software Fault” – a software function is not operating according to manufacturers’ specification that has not been addressed via manufacturer’s maintenance release.

7.16. “Voice System” – all equipment and software system and sub-system components that make up the customers voice/telephony system to end-users.

7.17. “Within Service Life” - the life of equipment and software as determined by the original manufacturer.