

PRODUCT SPECIFICATION IP CENTREX

CONTENTS

| F | PRODU | JCT SPECIFICATION IP CENTREX | 3 |
|---|-------|---|----|
| | 1. | Introduction | 3 |
| | 2. | SERVICE FEATURES IN SCOPE | 4 |
| | 2.1 | Feature Summary | 4 |
| | 2.2 | Profile Functionality Summary | 4 |
| | 3. | Service Options | 5 |
| | 4. | End-User Terms & Conditions | 6 |
| | 4.1. | Consents | 6 |
| | 4.2. | Additional Costs | 6 |
| | 5. | Service Targets | 7 |
| | 5.1 | Contracted Hours | 7 |
| | 5.2 | Service Support Hours | 7 |
| | 5.3 | Incident Service Level Targets | 7 |
| | 5.4 | Service Availability Target | 8 |
| | 5.5 | Service Availability target – ovr the Top | 9 |
| | 6. | CUSTOMER RESPONSIBILITIES | 12 |
| | 7. | SPARK DIGITAL RESPONSIBILITIES | 13 |
| | 8. | EXCLUSIONS & SERVICE BOUNDARIES | 14 |
| | 9. | LIMITATIONS & DEPENDENCIES | 15 |
| | 10. | IMPLEMENTATION OPTIONS | 16 |
| | 11. | SERVICE REQUEST (MAC) PROCESS | 17 |

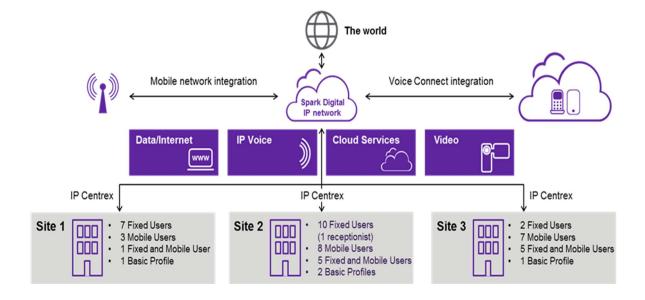
PRODUCT SPECIFICATION IP CENTREX

1. Introduction

Spark Digital's IP Centrex is a hosted business IP Telephony service that offers advanced call control functionality, web-based management options, and the ability to connect multiple sites and access technologies together in one easy solution.

Hosted in the Spark network, IP Centrex is a subscription-based service that provides the user with control of their phone communications, with an easy-to-use, web-based system that works with their PC or XT post-paid Smart Phone.

The product supports number portability so users are able to bring their existing phone numbers to the Spark Digital IP Centrex service.



2. SERVICE FEATURES IN SCOPE

2.1 Feature Summary

| Feature | Description | |
|---------------|---|--|
| Access | Access type is copper or fibreStandalone or sharing access with data | |
| CLNE | Cisco 1941 routerCisco 2921 routerCisco 2951 router | |
| User Profiles | Fixed User profiles Mobile User profiles Fixed and Mobile User profiles Basic profiles | |
| User Add-ons | Receptionist Administrator Call Centre – Basic (agent) | |
| Site Add-ons | Automated AttendantCall Centre – Basic (package) | |
| Fixed Phones | Cisco 504 handsetCisco 525 handset | |

2.2 Profile Functionality Summary

| Key Features | Basic | Fixed User | Mobile User | Fixed & Mobile User |
|--------------------------------------|-------|------------|-------------|---------------------|
| Extension Dialing | √ | √ | √ | V |
| 2. Call Transfer | √ | √ | √ | V |
| 3. Call forwarding | | V | $\sqrt{}$ | V |
| 4. Call waiting | | √ | √ | V |
| 5. Simultaneous ring | | $\sqrt{}$ | √ | √ |
| 6. Call control toolbar | | √ | √ | √ |
| 7. Multi-way calling* | | √ | √ | √ |
| 8. Voicemail – from a mobile service | | | √ | V |
| 9. Business Continuity routing | V | √ | V | V |

3. Service Options

Voice Fraud Protection (VFPS) is an optional service that identifies and blocks fraudulent calling activity by unauthorised third parties. Under the Voice Fraud Protection service calling charges identified by Spark as fraudulent, and incurred prior to the blocking taking effect, will be credited to your Spark Account.

- The pricing for VFPS is \$2.00 per month and is applied to each channel and line which is used under the Voice Service. For ISDN, Primary Rate and Voice Connect services, Voice Fraud Protection will be applied and billed for all channels on these services.
- Calling charges identified by Spark as fraudulent and incurred prior to the blocking taking effect
 will be credited to your Spark Account. In the instance where you have opted to apply VFPS on
 selected Lines or\and Voice Channels only, calling charges identified by Spark as fraudulent and
 incurred prior to the blocking taking effect will be credited for these applicable lines only.
- If Voice Protection Service is not included, you will be liable for all calling charges on Lines or/and Voice Channels which do not have the VFPS applied, regardless of whether or not they were authorised by you or if they fraudulently initiated.
- When fraudulent activity is identified you will take the necessary steps, as advised by Spark, to
 prevent an occurrence of the same exploit.

4. End-User Terms & Conditions

You agree at the time you sign this Service Schedule that you will be bound by your local access provider or Local Fibre Company's (LFC's) End User Terms, which relate to the provision (including installation) and use of that part of the local access provider or LFC's network which is located on your premises.

Further information relating to LFCs can be found at http://www.crownfibre.govt.nz/crown-partners.

Your LFC may require you to sign a copy of the End User Terms when its technicians visit your premises for installation.

Your LFC's End User Terms can be found at the link below:

- Chorus http://www.chorus.co.nz/ufb-installation-terms
- Enable –
 http://www.enable.net.nz/assets/uploads/files/governance/Enable%20specific%20End%20User%20Terms.pdf
- UFF http://www.lightwire.co.nz/assets/Uploads/UFF-UFB-Services-Agreement-End-User-Terms.pdf
- Northpower –
 http://www.northpowerfibre.co.nz/downloads/documents/reference/WLFC%20Reference%20
 Offer%20End%20User%20Terms%20-%2021844349%20v%201.PDF

4.1. Consents

If you do not own your premises (or are not the owner, unless you are a joint owner) you must ensure that the owner(s) consent(s) to your local access provider or LFC installing, locating, accessing, operating and owning your local access provider or LFC's network on your premises. You will be responsible to us for any loss we suffer if you do not do this. You agree that if asked you will provide us with written evidence of that consent.

4.2. Additional Costs

If you decide to cancel your Voice Connect order after you have confirmed your acceptance and have been given an installation date, we may charge you a cancellation fee. We may also require you to reimburse us for any additional costs charged to Spark Digital by your local access provider or LFC as a result of direct interactions between you and your local access provider or LFC (for example if you request the LFC technician to carry out additional chargeable work over and above that required for a standard installation). All such costs will be set out on your Spark Digital invoice.

5. Service Targets

The parameters of the Service Response time is determined by the Priority of the issue.

The determination of the Priority will be made by Service Desk in conjunction with the User when the Incident is being logged.

5.1 Contracted Hours

| Service Area | Hours of Cover |
|--------------|---|
| Service Desk | Ability to log Incidents or submit Service Requests on a 24 x 7 basis. Self-service request functions available 24 x 7 (excluding scheduled maintenance). |
| | All other Services provided during Business Hours and on a 24 x 7 basis in the event of high priority Incidents i.e. Priority 1 and Priority 2. |

5.2 Service Support Hours

| Item | Definition | Service Support Hours |
|---|--|----------------------------|
| Call Reception Hours | The hours during which incoming telephone calls from customers to the Spark Digital Service Desk are accepted and logged | 24x7 incl. public holidays |
| Service Support/Restoration Hours | The hours during which a customer can call and report a fault and work on it will start | 24x7 incl. public holidays |

5.3 Incident Service Level Targets

| Service Level Name | Description | Service Level Target |
|----------------------------|--|---|
| 10. Call Answering | The time taken to answer customer calls to the Spark Digital Service desk | 20 seconds |
| 11. Incident response | Time taken to respond to an Incident from the time it was logged. (P1 – Received via Phone) (P2 – Received via Email or Phone) | P1: 100% of P1 Incidents responded to within 30 minutes |
| | | P2: 100% of P2 Incidents responded to within 60 minutes |
| | | P3: 90% of P3 Incidents responded to within 2 Hours |
| | | P4: 90% of P4 Incidents responded to within 8 Hours |
| 12. Incident Resolution | Time taken to Resolve an Incident to the User's satisfaction from the time it was logged. | P1: All P1 Incidents Resolved within 6 hours |

| | | P2: 90% of P2 Incidents Resolved within 8 hours P3: 90% of P3 Incidents Resolved within 1 Business Day. P4: 90% of P4 Incidents Resolved within |
|--|--|---|
| 12 Progress | Frequency of updates to the | 3 Business Days. Hourly |
| 13. Progress Updates | customer on the status service restoration activity for P1 incidents | Tiouriy |
| Planned Outage Notification | Elapsed time between advising customer of a planned outage and | Planned outages during Maintenance Window: within 5 Business Day. |
| | the planned outage commencement | Planned outages outside of Maintenance Window: within 10 Business Days |
| Maintenance Window | The period when routine maintenance can be undertaken | Weekly Maintenance Window is between 2:00 am to 7:00 am, Sunday (NZST) |
| Billing Enquiry Reception and Resolution | The elapsed time during Service Request Hours between reception of a billing enquiry and confirmation to the customer of its resolution. | Within 2 Business Days |

Notes:

- * Where the fault indication or service request relates to an aspect of the Service which is provided by an LFC, restoration or service commencement will be as per the times stated in your LFC End User Terms and may not necessarily be Monday Sunday, 00:00 24:00.
 - 1. Customer Premises Equipment (CPE): These service targets do not apply to maintenance of mobile phones or any other equipment beyond the service delivery point.
 - 2. International Faults: These targets do not apply to any fault caused by any network failure arising beyond Spark's International Gateway Exchange.
 - 3. NZ Metro Areas means within 30 kms of the centre of Auckland, Hamilton, Rotorua, Tauranga, New Plymouth, Napier, Palmerston North, Wellington, Nelson, Christchurch and Dunedin.
 - 4. NZ Rural Areas means all other New Zealand locations.

5.4 Service Availability Target

| Item | Definition | Service Level Target |
|----------------------|---|--|
| Service Availability | Rural - The service is available for customer use and is functioning in accordance with this Product Specification. | 99.4% Service Availability for each instance of the Service in Service Hours |
| Service Availability | Metro - The service is available for customer use and is functioning in accordance with this Product Specification. | 99.5% Service Availability for each instance of the Service in Service Hours |

5.5 Service Availability target – ovr the Top

| Item | Definition | Service Level Target |
|----------------------|---|----------------------|
| Service Availability | The service is available for customer use and is functioning in accordance with this Product Specification. | Best Efforts |

Notes:

- 1. A site is deemed unavailable when no voice traffic can pass to or from that site during agreed Service Hours (as defined in the table below) unless the outage was a planned outage, a Force Majeure Event or a failure arising on the Customer side of the CLNE.
- NZ Metro Areas means within 30 kms of the centre of Whangarei, Auckland, Hamilton, Tauranga, Napier, New Plymouth, Palmerston North, Wellington, Nelson, Greymouth, Christchurch, Timaru, Dunedin, Queenstown and Invercargill.
- 3. NZ Rural Areas means all other New Zealand locations.
- 4. Target availability is the percentage of the total agreed Service Hours based on the Extended Option A service per calendar year.

The performance of the IP Centrex Service is not guaranteed when delivered over the top of a Customers internet connection. Performance is dependent on the quality of the Customers Broadband connection and its available bandwidth, and can vary where there is above average Broadband traffic over the network or degradation of any internal networking. As such, Spark only offers a best efforts performance target when the customer selects Over the Top as an implementation option.

5.6 Service Request Fulfilment Service Level Targets

| Request Type | Description | Service Level Target |
|--------------|---|---|
| Simple | Time taken to complete an appropriately authorized Simple Service Request (e.g. password reset) | Completed within 1 Business Day (Actioned remotely) |
| | | Completed within 5 Business Day (Actioned on-site) |
| Standard | Time taken to complete an appropriately authorized Standard Service Request | Completed within 10 Business Days (Actioned remotely) |
| | (e.g. user administration) | Completed within 21 Business Days (Actioned on-site) |
| Complex | Time taken to complete an appropriately authorized Complex Service Request | As agreed with the customer |
| | (e.g. configure a device) | |

5.7 Provisioning / Change Service Level Targets

| Request Type | Description | Service Level Target |
|----------------------------|---|--|
| Provisioning Acceptance | The elapsed time between a client logging a Provisioning Request and the confirmed acceptance of that request | Receipt acknowledgment and acceptance within 2 Business Hours. |

| Provisioning Completion | The elapsed time between Spark Digital's service provider confirming acceptance of a new site connection Provisioning Request and the completion of that request | As listed below or on an agreed date after that period. For all installation work beyond the Demarcation point to be agreed with the customer Existing access: within 22 Business Days New Fibre Access Build: Trench required: within 45 Business Days Haul required: within 40 Business Days Join required: within 30 Business Days Standard UFB – within 28 business days Non-Standard UFB – Minimum 30 days Complex: minimum 48 Business Days New Copper Access Build: Within 26 Business Days |
|----------------------------|--|--|
| Complex | Time taken to complete an appropriately authorized Complex Service Request (e.g. configure a device) | Completed within 10 Days |

Notes:

Provisioning Requests - The determination of whether a provisioning request is Simple, Standard or Complex will be made by Spark Digital.

5.8 Service Definitions

| Priority | | Urgency | | | |
|----------|----------------------|----------|------|--------|-----|
| | | Critical | High | Medium | Low |
| Impact | Extensive/Widespread | P1 | P1 | P2 | P4 |
| | Significant/Large | P1 | P2 | P3 | P4 |
| | Moderate/Limited | P2 | P2 | P3 | P4 |
| | Minor/Localised | P2 | P3 | P3 | P4 |

| Service Target | Definition | |
|----------------|--|--|
| Response | The elapsed time between a customer call being received or alarm occurrence and commencement of service restoration activities | |
| Restore | The elapsed time between a customer call being received or alarm occurrence and the customer being notified that service is restored to the defined levels | |

| Service Request | Definition |
|-------------------------------|---|
| Simple / Simple Alteration | A simple request is one that does not require a site visit, nor any change to the customer's contract or billing arrangements, and is technically straightforward. The determination of whether this is simple will be made by Spark Digital. |

| Standard / Standard Alteration | Standard requests are changes to any service parameters that are carried out remotely by Spark Digital without requiring attendance at a customer's site. |
|-----------------------------------|---|
| Complex / Complex Alteration | Spark Digital and the customer will treat complex requests as a project for which a timetable and charges will be agreed. |

6. CUSTOMER RESPONSIBILITIES

Customer's responsibilities are to:

- Provide Spark Digital with sufficient information of your requirements (including site related information)
- Provide, configure, operate and support associated non-Spark Digital systems.
- Ensure that all users of the service comply with the conditions in this Service Schedule.
- Provide Spark Digital with the necessary building owner details so that building owner consent can be gained by LFC's for installation of accesses into the requested building.
- Provide a suitable environment for network terminating equipment (CLNE, Media Converter/Network Terminating Equipment (NTU)).
- Ensure the operating system and desk top service requirements are met.
- Take appropriate steps to maintain the privacy and security of the IP Centrex service. Own and manage your own internet connections used in conjunction with the service,
- Obtain written consent from Spark Digital before transferring Services to any other site;
- The Customer is solely responsible for obtaining the licences required in relation to the music it uploads for the purposes of music on hold, and the Customer indemnifies Spark Digital against any loss, liability, damage and expense, including solicitor's fees on a solicitor and own client basis, that is suffered by us and/or our Related Companies as a result of any actual or threatened claim by a third party (including a claim for infringement of property rights) arising from the Customer's use of the music it uploads for music on hold.
- Provide a suitable environment for IP-VPN terminating equipment including providing appropriate
 access (including trenching and ducting) between the Spark Demarcation Point to the desired IPVPN
 equipment location. Power and cabling from the Spark demarcation point to the required GWS
 router location is at the responsibility of the customer. Spark Digital can arrange for cabling from the
 Spark demarcation point to the service delivery point if required at the customer's cost.
- Provide alternative means for making emergency and 111 calls. These will NOT be able to be made
 using the Service in the event of a service outage, power failure or disruption. The Customer MUST
 maintain additional means to enable emergency service calling.
- If the Customer selects Integrated LAN as an implementation option then unless there is a separate
 agreement in place between Spark Business and the Customer to the contrary the internal security
 of the Customers IT and telecommunications networks is its own responsibility. In addition to above,
 it is the Customer's responsibility to:
 - Provide a network administrator to configure the Customers located network equipment with the local area network and optimise their internal network for voice services;
 - Maintain strong password strength for all aspects of your LAN network, IP Centrex web portal and voicemail password protection to protect your business from malicious attack;
 - Maintain any required operating system configuration on its computers and connect any local area network or computer network to the IP Centrex Service;
 - Maintain the local area network or computer equipment and any related cabling;
 - Ensure that your existing computers and other equipment at your sites is working properly and can support the IP Centrex Service.
- If the Customer selects Over the Top as an implementation option then unless there is a separate agreement in place between Spark Business and the Customer to the contrary, the internal security of the Customers IT and telecommunications networks is its own responsibility. In addition to above, it's the Customer's responsibility to:
 - Provide a network administrator to optimise its internal network for voice services;
 - Maintain strong password strength for all aspects of its LAN network and voicemail password protection to protect its business from malicious attack;
 - Maintain any required operating system configuration on its computers to connect any local area network or computer network to the IP Centrex Service;
 - Maintain local area network or computer equipment and any related cabling;
 - Ensure that its existing computers and other equipment at its Sites is working properly and can support the IP Centrex Service.

7. SPARK DIGITAL RESPONSIBILITIES

Spark Digital will carry out the following IP Centrex implementation activities:

- Design the Customer's IP Centrex configuration.
- Where required, project co-ordination to organise Spark Digital's implementation activities.
- Where required, Site audits of the Customer's current voice services. Ordering, installing and testing the required site connections and CLNE.
- Where agreed, organise additional cabling at the Customer's expense.
- Where required, setup and configure the Customers on our Network Platforms (XT, BroadSoft etc.).
- Setup of the Customer's nominated administrator(s) and user accounts.
- The provisioning and activation of contracted fixed and mobile users.
- Preparing and loading the site configurations into the network components including the CLNE.
- Testing each site to ensure they operate in accordance with Spark Digital's specifications.
- Working with the Customer's LAN staff or IT integrator to connect the service.
- Introductory training for the Customer's nominated administrator(s).
- Handing over responsibility to Spark Digital operational staff for ongoing service support.
- Obtaining Customer acceptance when implementation of all sites is complete.

8. EXCLUSIONS & SERVICE BOUNDARIES

The Service specifically excludes:

- Headsets and Uninterrupted Power Supply "UPS" are not provided as part of the IP Centrex service.
 If Spark Digital has purchased headsets and or UPS systems on your behalf from a third-party supplier (including relevant support agreements), support will be provided by the third-party supplier.
- The IP Centrex service does not provide additional LAN cabling.
- Non-IP and IPv6 protocols, unless they are encapsulated in IPv4 packets.
- Configuration, monitoring, operation, support and maintenance of applications, equipment or networks that are outside the scope of the Service or beyond the service delivery points of the Service.
- Configuration or on-going support of the customer's applications.
- Control of access to the Service delivery end-points through any customer or public networks beyond the Service delivery end-points.
- On-demand (i.e. non-permanent) connections to the Services.
- Project Management of complex network migrations.
- If Spark Digital is requested to assist the customer with any issues listed above as exclusions, additional Fees may apply.

The following service boundaries apply to the IP Centrex Services:

- Fixed IP handsets: The service delivery point for fixed handsets is the terminating Spark Digital provided fixed handset and includes the cabling between handsets and the Spark Digital supplied Power over Ethernet Switch and the CLNE.
- Analogue Telephone Adapters: The service delivery point for Analogue Telephone Adapters is the Spark Digital provided ATA device and includes the cabling between ATA devices and the Spark Digital supplied Power over Ethernet Switch and the CLNE.
- PC Software Clients: While the service does not provide or support any Internet access, the service requires Internet access to any client PC that requires use of the Professional Toolbar or Receptionist Console client to enable the operation of these software clients.
- Mobile Handsets: The service does not provide or support any mobile handset although clients wishing to utilise the Mobile Client (Mobile Max software) will require a Spark provided mobile handset with appropriate data plan to enable the operation of this software client.
- Web Portal: While the service does not provide or support any Internet access, the service requires Internet access to any client PC that requires use of the Web Portal client.
- Dedicated LAN: The service requires a dedicated LAN and it is not permitted to share any LAN infrastructure with the clients existing IT network.
- Integrated LAN: The service requires the Customers LAN to be configured to work with the IP
 Centrex Service. The CLNE will be configured to work with the LAN to reach the IP Phones. Fixed
 handsets with power adaptors are also part of the service when the service is delivered over
 customer LAN.
- Over the Top: The service demarcation stops at the last Spark Business controlled SIP signalling element. As no CLNE is involved this is typically the Spark Business SBC. Fixed handsets with power adaptors are provided as part of the service.

9. LIMITATIONS & DEPENDENCIES

The following limitations and dependencies apply:

| Feature | Description | | |
|---|--|--|--|
| T.38 Fax | Not supported | | |
| Analogue fax | Standard (i.e., non-Voice over Internet Protocol) telephone line is required | | |
| Dial-up modems | Standard telephone line is required | | |
| Alarms | Standard telephone line is required | | |
| EFTPOS | Standard telephone line is required | | |
| Lift Lines | Standard telephone line is required | | |
| 0800/0900 IN Bypass Barring | Not supported | | |
| Software Clients | We do not warrant that the software for the desktop client(s) is compatible with each user's PC or mobile handset or that it is defect or error free | | |
| Backup, Store and Recovery practices | Not supported | | |

10. IMPLEMENTATION OPTIONS

Where additional implementation services are requested a written agreement detailing the work required to be undertaken and the fees and charges for that work will be agreed with the Customer.

The Customer can select the following IP Centrex implementation options:

- Spark Digital project managing the Customer, the Customer's IT integrators, and any third parties.
- Spark Digital will perform the solution design and confirm that the IP Centrex service meets requirements.
- MSSA (Multiple Service Single Access) A client may choose to combine their IP Centrex service
 with a new or existing data service, with the data service being one of either Internet Service (GIS) or
 WAN Service (GWS).
- In the case where IP Centrex is to be combined over the same access circuit and CLNE as GWS or GIS, then the GIS or GWS service will be purchased under a separate agreement.
- Integrated LAN a Customer may choose to configure their IP Centrex Sservice with their existing LAN, rather than using a dedicated network to connect IP phones to the CLNE on the Customer site(s). This is specific to each Customer's environment and such configuration is not a service provided as part of the Spark Business installation process. The CLNE will be configured to work with the LAN to reach the IP Phones.
- Over the Top a Customer may choose to combine their IP Centrex Service with a new or existing Broadband Service, with the Broadband Service being one of either ADSL, VDSL, UFB Fibre or Wireless. Where IP Centrex is to be combined over the top of a Broadband Service then the Broadband Service will be purchased under a separate agreement between Spark Business and the Customer

If a site audit indicates that additional cabling is required before the service is supplied, and the customer wishes to proceed, then Spark Digital will provide a cost estimate for the cabling to the Customer. The Customer may choose another party to perform the additional cabling if they desire.

11. SERVICE REQUEST (MAC) PROCESS

Subject to any other variation process that the parties have agreed in writing, you may request changes to the Services ("Category 2 changes") as follows:

You may request a move, add or change for a number of our Services via email. If we accept your request we will provide our confirmation by email with details of applicable costs ("Confirmation"). If you do not wish to proceed you must advise us within 24 hours of the Confirmation being sent.

Where other information comes to hand e.g. as a result of a site visit, we may revise any pricing provided with the Confirmation if required, however any revised pricing will only apply if you have confirmed your acceptance of it (whether by email, fax or otherwise).