



Introduction

CloudPhone is NOWs hosted business phone system providing business quality calling over Internet Protocol to businesses in New Zealand.

General terms

- 1.1 Your CloudPhone solution uses licenses for the supply of this Service. These are licensed to you for the duration of this Agreement, and are not sold therefore ownership is not transferred to you.
- 1.2 CloudPhone may not be interconnected with a PBX.
- 1.3 CloudPhone may be provisioned using NOW owned and operated network equipment using either its own Fibre, ADSL2 or VDSL network in conjunction with the Officelink product. Other third party network access is not currently available.
- 1.4 NOW may supply an Integrated Access Device (IAD), Analogue Telephone Adaptor (ATA) or IP Switch equipment, for the purpose of delivering the CloudPhone service to your location. This equipment remains the property of NOW and may also be used to deliver our Private IP (PIP), High Speed Internet (HSI) and Business Internet Access (BIA) services.
- 1.5 The IAD is the demarcation point for NOW, and is powered from your premises. Disruption of power will affect all services supplied via the IAD. NOW is not liable for this.
 - a) This service is reliant on mains power. In the event of power outage, connection to Emergency Services (111) will NOT BE POSSIBLE. Please ensure you have an alternate means of contacting Emergency Services in case of mains failure.
- 1.6 IP Phone equipment will be supplied by NOW for a monthly rental fee per extension. This equipment remains the property of NOW & is subject to reasonable care conditions outlined below.
- 1.7 The IAD, ATA and IP Switch may not be interfered with or accessed by you, and is exclusively managed by NOW or a certified vendor. Any interference by you will be considered a material breach of this Agreement.
- 1.8 We will use all reasonable endeavours to connect our equipment using the existing premises wiring. We do not guarantee interoperability as this is subject to the condition of your wiring and equipment. You are responsible for addressing any issues with your wiring with your certified vendor.
- 1.9 Service is subject to NOWs network availability
- 1.10 Any support required in relation to network functionality must be directed immediately to NOW within our support desk hours where we will attempt to resolve this request as soon as reasonably possible.
- 1.11 Support relating to moves, adds, changes, cabling or general account management must be directed towards your certified vendor whereby they will make themselves subject to their normal terms.
- 1.12 NOWs general terms and conditions also apply.

Installation

An installation fee is payable per extension covering standard setup as defined below. Any additional or advanced setup may incur additional charge from the PBX Vendor and will need to be discussed and agreed directly with them.

Standard CloudPhone PBX and handset installation

This covers:

- Pre-installation site check and collection of client details required for the setup (staff names, email addresses, etc.)
- Discuss any cabling requirements and other recommendations. Discuss time frame of installation.
- Onsite installation of handset device(s) and activate within the client's LAN (patching)
- Set up of extension number(s) and user name(s)
- Basic DDI configuration (single DDI per extension handset)
- Set up voicemail and email settings (as required) for each device
- Set up incoming ring group and call flow for main number
- Liaise with the NOW provisioning team for number porting and cut over date/time
- Test functionality before and after cut over
- Basic staff training and user guides

- Single site setup and installation
- Installation carried out during standard trading hours (Mon-Fri between 8:30 and 17:00)

Advanced CloudPhone setup

The following are examples of configuration that may be subject to additional charge. This will be agreed between you and the PBX Vendor.

- Set up IVR and Auto Attendant
- Set up advanced voicemail features
- Set up voice announcements
- Set up call queuing and ACD (Automatic Call Distribution)
- Set up complex DDI numbers for advanced call routing
- Set up alternative operation modes (night, holiday, etc.)
- Additional staff training
- Any changes after the standard install
- Multi-site setup and installation (extra cost for travel between sites and testing)

Additional chargeable work

Some setup work required on site may also incur additional costs also agreed directly between the PBX Vendor and you.

- Installation of LAN cabling and/or patch panel
- Testing, repairing and tidy up of existing cabling prior to or after installation
- Supply (POE) LAN switch equipment or other hardware required for your specific install
- Supply and installation of longer patch cables
- Decommission and remove old phones/phone system or cabling after system cut over
- Reroute (existing) analogue lines to provide connectivity to analogue equipment (fax/alarm/EFTPOS)
- Excess travel (distance or number of visits at the discretion of the Vendor)

Equipment

Care of equipment by you

You agree to look after all equipment and pay for any repair or replacement if it is damaged while located on your premises. However, you will not be liable for reasonable wear & tear or damaged caused by us or anyone acting on our behalf. This requires you to, without limitation:

- a) Protect it from power fluctuations, radio or electrical interference or abnormal environmental conditions;
- b) Not alter or recalibrate it;
- c) Ensure that suitably qualified personnel keep it in good order and repair (reasonable wear and tear excepted) and properly operated and serviced; and
- d) Only use it at the place where it is first installed.

Use of equipment by you

You will:

- a) Follow our, and any manufacturer's or supplier's, reasonable directions about the use of the Property;
- b) Not allow the equipment to be affected by any virus, worms or other destructive media; and
- c) Only use the equipment for the purpose of your usual business of the kind you are engaged in as at the Commencement Date.

Replacement of equipment by you

You must replace any part of the equipment which becomes worn out, lost, stolen, destroyed, seized, confiscated, damaged beyond repair or permanently rendered unfit for use, for any reason (reasonable wear and tear excepted), during the rental period. Every replacement part must be supplied by NOW and will be of a similar and appropriate quality, standard and design and utility as the part that is being replaced. Ownership of any replacement part will immediately (without the need for any other act by any person) vest in us as if it had been originally part of the equipment. You will indemnify us, on demand, for and against all costs, expenses and liability we incur as a result of any replacement under this clause.