

COMMERCIAL AND IN CONFIDENCE

**RESIDENTIAL GIGABIT SERVICES: PROMOTIONAL PRICE OFFER (\$50.00) -
TERMS AND CONDITIONS**

Ultrafast Fibre Limited (**Ultrafast Fibre**) published its UFB Reference Offer (**Initial Reference Offer**) in January 2012, and you (as a **Service Provider**) have signed the Ultrafast Fibre UFB Services Agreement (**Current WSA**). In addition to the Services provided under the Current WSA, Ultrafast Fibre has agreed to offer a special price to Service Providers for all qualifying orders to be connected or upgraded to the **residential GPON Bitstream 2 Ultra 1000/500 (2.5/2.5) Wholesale Service** (the **Offer Product**) on the following terms:

1. The offer applies to valid Service Orders submitted by Service Providers between **1 March 2018** and **31 December 2018** for either:
 - (a) a new residential GPON connection for the Offer Product;
 - (b) a new residential GPON connection for the Offer Product which requires the reactivation of an existing (out of service) ONT in a residential end user premises that has been inactive (in Ultrafast Fibre's records) for more than 30 calendar days;
 - (c) an upgrade of an existing connection on the Ultrafast Fibre network from either:
 - (i) the Bitstream 2 30/10 (2.5/2.5) residential GPON Bitstream 2 Wholesale Service to the Offer Product; or
 - (ii) the Bitstream 2 50/20 (2.5/2.5) residential GPON Bitstream 2 Wholesale Service to the Offer Product; or
 - (iii) the Bitstream 2 Ultra 100/20 (2.5/2.5) residential GPON Bitstream 2 Ultra Wholesale Service to the Offer Product; or
 - (iv) the Bitstream 2 or Bitstream 2 Ultra 100/50 (2.5/2.5) residential GPON Bitstream 2 Ultra Wholesale Service to the Offer Product;
 - (d) existing connections of the Offer Product which were provisioned by Ultrafast Fibre during the current 1G/500 Special Price offer (referred to as the 'Birthday Gig') which was released in August 2017 and is due to expire by 31 March 2018,and which are accepted by Ultrafast Fibre to be provisioned (each of which is referred to in these terms and conditions as a **Qualifying Order**).
2. The recurring Charge for each Qualifying Order for the Offer Product will be **\$50.00** per month (excluding GST) (the **Offer Price**).
3. The Offer Price will only apply during the period starting on the date of the connection of the Offer Product and ending on 31 December 2018 (the **Offer Period**).
4. At the end of the Offer Period, the Offer Price will automatically expire (without notice) and the applicable recurring Charge for the Offer Product will apply. The changes to the recurring Charges before, during and after the Offer Period for Qualifying Orders are set out in paragraph 9 of these terms and conditions.
5. All other connection charges (including Premises Networking, if required) will apply to each Qualifying Order.
6. This offer does not apply to:
 - (a) any Service Order that is not a Qualifying Order;
 - (b) any Service Orders for business end users;

- (c) any of your current and active connections of the residential GPON Bitstream 2 Ultra 1000/500 (2.5/2.5) Wholesale Service;
 - (d) Service Orders to cancel and reconnect a current and active connection of the residential GPON Bitstream 2 Ultra 1000/500 (2.5/2.5) Wholesale Service during the Offer Period;
 - (e) Service Orders to downgrade and subsequently upgrade a current and active connection of the residential GPON Bitstream 2 Ultra 1000/500 (2.5/2.5) Wholesale Service during Offer Period;
 - (f) Service Orders for the Offer Product that are submitted during Offer Period and are not provisioned prior to the expiry of the Offer Period; and
 - (g) any other available Wholesale Services (or Ancillary Services) in the Current WSA.
7. Unless stated or agreed otherwise by Ultrafast Fibre in writing, this offer is not be used in conjunction with any other Ultrafast Fibre offers.
8. If you:
- (a) submit a Qualifying Order, and that order has either been connected or allocated a confirmed RFS date during the Offer Period (each such Qualifying Order referred to in this paragraph 8 as an **Offer Product Connection**) and you receive the benefit of the Offer Price during the Offer Period (or part thereof); and/or
 - (b) submit a Service Order to downgrade a connection of the Offer Product Connection which was completed during the Offer Period to either the GPON Bitstream 2 30/10 (2.5/2.5) or 50/20 (2.5/2.5) Wholesale Service at any time within 12 months following the completion of that Offer Product Connection,

then you will be charged, and you will reimburse Ultrafast Fibre, for the applicable Premises Networking charges that would have applied to that Offer Product Connection.

9. **Charges***

New Connections & ONT Reactivations:

Wholesale Service	Current Recurring Charge	Offer Price during the Offer Period	Recurring Charge after the Offer Period
1000/500 (2.5/2.5)	\$55.00	\$50.00	\$55.00

Upgrades of Existing Connections:

Wholesale Services	Current Recurring Charge	Offer Price during the Offer Period	Recurring Charge after the Offer Period
Upgrade from 30/10 (2.5/2.5) to 1000/500 (2.5/2.5)	\$40.50	\$50.00	\$55.00
Upgrade from 50/20 (2.5/2.5) to 1000/500 (2.5/2.5)	\$42.95	\$50.00	\$55.00
Upgrade from 100/20 (2.5/2.5) to 1000/500 (2.5/2.5)	\$45.00	\$50.00	\$55.00
Upgrade from 100/50 (2.5/2.5) to 1000/500 (2.5/2.5)	\$52.00	\$50.00	\$55.00

Birthday Gig Connections:

Wholesale Service	Current Recurring Charge	Offer Price during the Offer Period	Recurring Charge after the Offer Period
1000/500 (2.5/2.5)	\$45.00	\$50.00	\$55.00

* All Charges are stated excluding GST and are payable monthly and inclusive of GST.

10. The terms of the Current WSA, including all applicable Charges per the Current WSA Price List, will continue to apply to these terms and conditions.
11. Unless stated otherwise in these terms and conditions:



- (a) all of the provisions of the Current WSA (as may be amended from time to time in accordance with its terms) will continue to apply to these terms and conditions; and
- (b) unless otherwise defined in to these terms and conditions, capitalised terms used in these terms and conditions shall have the meaning given in the Current WSA.

12. If all or any part of the Current WSA is replaced or added to, references in these terms and conditions to the Current WSA will refer to those terms as amended.

If you accept the terms of this offer, please sign below and return a copy of this signed letter to your Ultrafast Fibre Account Manager.

Yours faithfully

Richard Riley
Chief Operations Officer
Ultrafast Fibre Limited

AGREED FOR AND ON BEHALF OF **LIMITED:**

Signature

Title

Name

Date

