

11 December 2018

## ULTRAFIBRE LIMITED - RESIDENTIAL PREMISES NETWORKING OFFER TERMS AND CONDITIONS

In January 2012 Ultrafast Fibre Limited (**Ultrafast Fibre**) published its UFB Reference Offer (**Initial Reference Offer**). By accepting these terms and conditions you (the **Service Provider**) confirm that you have signed the Ultrafast Fibre UFB Services Agreement (**Current WSA**). Since January 2012, Ultrafast Fibre have revised and updated parts of the Initial Reference Offer and may publish further revisions and updates after the date of these terms and conditions (each a **Revised Reference Offer**).

Ultrafast Fibre has agreed to provide four different services for the installation of your customer premises equipment (**CPE**) (e.g. residential gateway (**RGW**) equipment) and/or the interception to the End User's existing copper voice service during the installation process for applicable residential Service Orders only and on the terms set out in these terms and conditions. These services are the Internet Only Premises Networking Service, the Basic Install Premises Networking Service, the Simple Install Premises Networking Service and the Baseband Only Premises Networking Service (individually referred to as a **Premises Networking Service**, and together referred to as the **Premises Networking Services**). The Premises Networking Services are supported by additional chargeable services, such as Installation Wiring, Jackpoint Testing, Install Jackpoint and Additional Set Top Box.

The current Premises Networking Services offer terms and conditions will expire on 31 December 2018. Therefore, if you want to order, or continue to order, the Premises Networking Services from 1 January 2019 to 31 December 2019, **you must** confirm your acceptance of the following terms and conditions:

1. The Premises Networking Services to be provided by Ultrafast Fibre under these terms and conditions. The applicable charges for the Premises Networking Services during the Term are set out in the table in Schedule 1 and the scope of work for each Premises Networking Service as set out in Schedule 2 attached to these terms and conditions (**Scope of Work**).
2. Ultrafast Fibre will only supply the Premises Networking Services during the period commencing 1 January 2019 and expiring (without notice) on 31 December 2019 (the **Expiry Date**) or earlier if either:
  - (a) Ultrafast Fibre and the Service Provider mutually agree to terminate the supply of the Premises Networking Services (or any one or more of them); or
  - (b) Ultrafast Fibre gives 30 days prior written notice to the Service Provider to terminate the supply of the Premises Networking Services (or any one or more of them); or
  - (c) the Service Provider gives 30 days prior written notice to Ultrafast Fibre to terminate the supply of the Premises Networking Services (or any one or more of them),

prior to the Expiry Date (the **Term**). Ultrafast Fibre may extend the Term on giving written notice to the Service Provider.

3. Premises Networking Services will only be available to order for the first connection to an End User Premises. All subsequent Service Order Requests for a previously connected End User Premises and/or any moves-adds-changes for that End User Premises (including reconnections, change of Service Provider and a change of product within the residential Baseband and the stated residential Bitstream 2 or residential Bitstream 2 Ultra Wholesale Service products) will incur one or more of

the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.

4. The Premises Networking Services are only available to order in conjunction with Baseband, Bitstream 2 and Bitstream 2 Ultra Service Order Requests for residential connections. The Premises Networking Services are not available for Service Order Requests for any business Service Orders (or any other Priority User Service Orders).
5. If the initial Service Order Request by the Service Provider is for a Baseband, Bitstream 2 or Bitstream 2 Ultra Wholesale Service and the Service Provider or the End User subsequently amends the Service Order Request (or, if that Service Order Request has already been accepted by Ultrafast Fibre, the Service Order) to a non-Baseband, non-Bitstream 2 and non-Bitstream 2 Ultra Wholesale Service, Ultrafast Fibre is not obligated to provide a Premises Networking Service in respect of that amended Service Order Request or Service Order (as the case may be).
6. When submitting the Service Order Request for the Baseband, Bitstream 2 or Bitstream 2 Ultra Wholesale Services, the Service Provider is responsible for selecting the Premises Networking Service for that Service Order.
7. If the Ultrafast Fibre technician completes the installation of the Wholesale Service at the End User Premises and the Service Provider's CPE is not on-site or functioning and the Premises Networking Services cannot be completed, the technician may leave the site with the service connected to the ONT and the Service Provider will be required to submit a Service Order Request for the technician to return to the End User Premises to connect the Service Provider's CPE under these terms and conditions, provided that all subsequent visits to the End User Premises will incur one or more of the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.
8. The Premises Networking Services do not include the management of the supply of, or any maintenance or assure activities in relation to, the Service Provider's CPE. If the Service Provider requests Ultrafast Fibre to provide a service which is not included in the Premises Networking Services Scope of Work, and if Ultrafast Fibre agrees to provide that additional service, the Service Provider will be liable for all of the applicable charges (plus GST).
9. Ultrafast Fibre will use all reasonable endeavours to complete a Premises Networking Service within the same timeframes set out in the Current WSA for the provisioning of the Baseband, Bitstream 2 or Bitstream 2 Ultra Wholesale Service to the ONT (the **Provisioning SLA**), provided that if the work required to complete a Premises Networking Service falls outside the Scope of Work, or if the Service Provider has not delivered its equipment to the relevant End User Premises before installation of the relevant Wholesale Service or if the Service Provider equipment is faulty, the Premises Networking Service may not be completed within the Provisioning SLA. For the avoidance of doubt:
  - (a) nothing in these terms and conditions avoids or varies Ultrafast Fibre's obligation to achieve the Provisioning SLA to the ONT;
  - (b) the Provisioning SLA includes the work stated in paragraph 1(a)(i) of Schedule 2 of the Scope of Work for the Internet Only Premises Networking Service and will only apply to the first Service Order at the End User Premises;
  - (c) the Provisioning SLA includes the work stated in paragraph 2(a)(i) of Schedule 2 of the Scope of Work for the Basic Install Premises Networking Service and will only apply to the first Service Order at the End User Premises;
  - (d) the Provisioning SLA includes the work stated in paragraph 3(a)(i) of Schedule 2 of the Scope of Work for the Simple Install Premises Networking Service and will only apply to the first Service Order at the End User Premises;
  - (e) the Provisioning SLA includes the work stated in paragraph 4(a)(i) of Schedule 2 of the Scope of Work for the Baseband Only Premises Networking Service and will only apply to the first Service Order at that End User Premises; and

- (f) the Provisioning SLA does not apply to the Premises Networking Services, and no Service Rebates will be payable, in respect of any of the work stated in:
- (i) paragraphs 1(a)(ii) to (v) (inclusive), 1(b), 1(c)(i) to (iii) (inclusive) or 1(d) of Schedule 2 of the Scope of Work for the Internet Only Premises Networking Service;
  - (ii) paragraphs 2(a)(ii) to (vii) (inclusive), 2(b), 2(c)(i) to (iii) (inclusive) or 2(d) of Schedule 2 of the Scope of Work for the Basic Install Premises Networking Service;
  - (iii) paragraphs 3(a)(ii) to (ix) (inclusive), 3(b), 3(c)(i) to (iii) (inclusive) or 3(d) of Schedule 2 of the Scope of Work for the Simple Install Premises Networking Service; and
  - (iv) paragraphs 4(a)(ii) to (iv) (inclusive), 4(b), 4(c)(i) to (iii) (inclusive) or 4(d) of Schedule 2 of the Scope of Work for the Baseband Only Premises Networking Service.

10. Notwithstanding these terms and conditions:

- (a) the Service Provider will submit all Service Order Requests using the applicable Ultrafast Fibre order process and otherwise in accordance with the requirements of the Initial Reference Offer and each Revised Reference Offer (as applicable); and
- (b) all of the other terms and conditions (including, but not limited to, any other charges for Services not included in the Premises Networking Services) set out in the Current WSA Price List will apply to all Services ordered by the Service Provider.

11. Ultrafast Fibre's liability to the Service Provider in respect of the Premises Networking Services shall, at all times, be limited to these terms and conditions. Notwithstanding the foregoing, Ultrafast Fibre will not be liable to the Service Provider or the End User in respect of any loss or damage incurred by any person as a result of any failure to supply, or defects or faults in use of, or for any maintenance or assure activities in relation to, the Service Provider's CPE.

12. Unless stated otherwise in these terms, 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 the parties and capitalised terms used in these terms and shall have the meaning given in the Current WSA.

You may confirm your acceptance of the Premises Networking Services offer terms and conditions either by signing below and returning a copy of these terms and conditions to Ultrafast Fibre or in writing (via email) to your Ultrafast Fibre Account Manager confirming that you accept all of the terms and conditions in the Ultrafast Fibre Premises Networking Offer dated 1 January 2018.

Yours faithfully  
**ULTRAFAST FIBRE LIMITED**

Richard Riley  
Chief Operating Officer

**BY SIGNING BELOW, WE CONFIRM OUR ACCEPTANCE OF, AND OUR UNDERTAKING TO COMPLY WITH, ALL OF THE ABOVE PREMISES NETWORKING OFFER TERMS AND CONDITIONS:**

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Signature

Name

Date

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Name of Service Provider





ultrafastfibre.co.nz

**SCHEDULE 1  
PREMISES NETWORKING SERVICES - CHARGES**

1. The following charges\* will apply to the Premises Networking Services performed by Ultrafast Fibre Limited during the Term and will be charged by Ultrafast Fibre on the terms set out below and otherwise in accordance with the Current WSA:

	<b>BITSTREAM 2 / 2 Ultra (Residential) WHOLESAL SERVICE</b>				
	<b>30/10**</b>	<b>50/20**</b>	<b>100/20, 100/50 100/100</b>	<b>200/20, 200/100 200/200</b>	<b>Max/20 and 1G/500</b>
<b>Wholesale Service Charge (per month)</b>	\$41.50	\$43.90	\$45.00 to \$55.00	\$55.00 to \$65.00	\$55.00 to \$65.00
<b>Premises Networking Service</b>	<b>Premises Networking Charges</b>				
<b>Internet Only</b>	FREE	FREE	FREE	FREE	FREE
<b>Basic Install</b>	\$125	\$125	\$75	FREE	FREE
<b>Simple Install</b>	\$190	\$190	\$140	\$90	FREE
	<b>BASEBAND (Residential) WHOLESAL SERVICE</b>				
	<b>Baseband (Brownfield)</b>	<b>Baseband (Greenfield)</b>			
<b>Wholesale Service Charge (per month)</b>	\$29.00	\$25.00			
<b>Premises Networking Service</b>	<b>Premises Networking Charges</b>				
<b>Baseband Only</b>	\$125	\$125			

\* All charges are stated excluding GST and are to be paid inclusive of GST.

\*\* Subject to Price Glides effective 01 July 2018

2. The following charges\* may also apply in addition to the Premises Networking Services charges and will be charged by Ultrafast Fibre on the terms set out below and otherwise in accordance with the Current WSA:

Service Component	Description	Charge Invoiced	Charge
<b>Truck Roll</b>	Charge for a single truck roll to the End User Premises to deliver the applicable residential Wholesale Service and/or Premises Networking Service and/or any other Service the LFC has agreed to provide: e.g. change of Service Provider; change of residential Wholesale Service; change of residential Premises Networking Service; connection of Service Provider CPE.	Following completion of Service Order	\$65.00**
<b>Installation Wiring</b>	Charge to install additional single Cat6 wiring with RJ45 Jackpoint at the End User Premises required to deliver the applicable residential Wholesale Service and/or Premises Networking Service.	Following completion of Service Order	\$150.00***
<b>Jackpoint Testing</b>	Charge to test all existing standard Jackpoints to verify they are working correctly in order to deliver the applicable residential Wholesale Service and/or Premises Networking Service. This charge does not include any repairs, replacement, reinstallation or changes to existing wiring at the End User Premises.	Following completion of Service Order	\$15.00***
<b>Install Jackpoint</b>	Charge to install a new Jackpoint at the End User Premises required to deliver the applicable Wholesale Service and/or Premises Networking Service.	Following completion of Service Order	\$65.00***
<b>Additional Set Top Box</b>	Charge to install additional Set Top Box at the End User Premises required to deliver the applicable residential Wholesale Service and/or Premises Networking Service.	Following completion of Service Order	\$125.00***

\* All charges are stated excluding GST and are to be paid inclusive of GST.

\*\* This charge will be incurred by the Service Provider for each Truck Roll required to either: (i) complete the provisioning of each subsequent residential Wholesale Service Connection after the first residential Wholesale Service Connection at the End User Premises (i.e. "moves-adds-changes"); and (ii) complete all rescheduled and repeat visits to the End User Premises caused by any matter that is outside Ultrafast Fibre's control (including, but not limited to, access to the End User Premises is denied; End User and/or Service Provider CPE not on-site at the agreed time; faulty CPE).

\*\*\* If the Service Provider orders this service and it is not part of the installation of the first residential Wholesale Service Connection at the relevant End User Premises, the Truck Roll charge will also apply.



**SCHEDULE 2**  
**PREMISES NETWORKING SERVICES - SCOPE OF WORK**

**1. INTERNET ONLY**

- (a) The Internet Only Premises Networking Service is limited to the following Scope of Work:
- (i) the Internet Only Premises Networking Service will be completed following the installation of the Optical Network Terminal (**ONT**) in the home distributor and connecting the incoming fibre to the ONT;
  - (ii) installing the Service Provider's RGW and up to two (2) metres of the ONT, provided that the End User will need to supply patch cords for each telephone and data outlet to be connected;
  - (iii) connecting power to the RGW and completing a basic initial configuration check of the RGW (**Plug and Play**);
  - (iv) completion of a simple connection speed test to ensure the End User is receiving the Wholesale Service ordered by that End User (subject to the terms set out in the Service Description for that Wholesale Service); and
  - (v) if required, an activation call to the RSP to facilitate number porting in accordance with the trouble shooting process as set out in paragraph 1(b) below.
- (b) Any trouble shooting will be limited to either a reboot of the RGW or restoring the RGW to the default settings, and Ultrafast Fibre, in its absolute discretion, will determine the type of trouble shooting it performs, provided that the Ultrafast Fibre technician will only be required to perform any RGW trouble-shooting on-site at the End User Premises for a maximum of 30 minutes.
- (c) The Scope of Work for the Internet Only Premises Networking Service does not include:
- (i) Ultrafast Fibre holding RGW stock for the Service Provider;
  - (ii) delivering the RGW to the End User; and
  - (iii) any services or actions not set out in paragraphs 1(a)(i) to 1(a)(v) (inclusive) above.
- (d) If:
- (i) the End User has not received the Service Provider's RGW (or the End User's own RGW) when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Internet Only Install Premises Networking Service; or
  - (ii) the Service Provider or the End User's RGW is not operating when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Internet Only Install Premises Networking Service, even after the completion of any trouble-shooting in accordance with this Internet Only Premises Networking Service scope of work,
- then Ultrafast Fibre will only be obligated to activate the ONT (in accordance with its provisioning obligations in the Current WSA) and that will not be deemed to be a failed installation of a Connection. The Service Provider may submit a further Service Order Request to reschedule all or part of the Premises Networking Services and such requests will incur one or more of the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.

## 2. BASIC INSTALL

- (a) The Basic Install Premises Networking Service is limited to the following Scope of Work:
- (i) the Basic Install Premises Networking Service will be completed following the installation of the ONT in the home distributor and connecting the incoming fibre to the ONT;
  - (ii) installing the Service Provider's RGW and up to two (2) metres of the ONT, provided that the End User will need to supply patch cords for each telephone and data outlet to be connected;
  - (iii) connecting power to the RGW and completing a basic initial configuration check of the RGW (**Plug and Play**);
  - (iv) intercepting the existing End User Premises (copper) voice service wiring at the copper ETP or first jack point and connecting to the ONT or RGW ATA voice port;
  - (v) completion of a basic test at a single jack point to confirm that the End User's existing voice service is operational or an activation call to the Service Provider to facilitate number porting on the RGW and, if requested by the Service Provider, to confirm completion of the installation;
  - (vi) completion of a simple connection speed test to ensure the End User is receiving the Wholesale Service ordered by that End User (subject to the terms set out in the Service Description for that Wholesale Service); and
  - (vii) if required, an activation call to the RSP to facilitate number porting in accordance with the trouble shooting process as set out in paragraph 2(b) below.
- (b) Any trouble shooting will be limited to either a reboot of the RGW or restoring the RGW to the default settings, and Ultrafast Fibre, in its absolute discretion, will determine the type of trouble shooting it performs, provided that the Ultrafast Fibre technician will only be required to perform any RGW trouble-shooting on-site at the End User Premises for a maximum of 30 minutes.
- (c) The Scope of Work for the Basic Install Premises Networking Service does not include:
- (i) Ultrafast Fibre holding RGW stock for the Service Provider;
  - (ii) delivering the RGW to the End User; and
  - (iii) any services or actions not set out in paragraphs 2(a)(i) to 2(a)(vii) (inclusive) above.
- (d) If:
- (i) the End User has not received the Service Provider's RGW (or the End User's own RGW) when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Basic Install Premises Networking Service; or
  - (ii) the Service Provider or the End User's RGW is not operating when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Basic Install Premises Networking Service, even after the completion of any trouble-shooting in accordance with this Basic Install Premises Networking Service scope of work,
- then Ultrafast Fibre will only be obligated to activate the ONT (in accordance with its provisioning obligations in the Current WSA) and that will not be deemed to be a failed installation of a Connection. The Service Provider may submit a request to reschedule all or part of the Premises Networking Services and such requests will incur one or more of the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.

## 3. SIMPLE INSTALL

- (a) The Simple Install Premises Networking Service is limited to the following Scope of Work:
- (i) the Simple Install Premises Networking Service will be completed following the installation of the ONT in the home distributor and connecting the incoming fibre to the ONT;
  - (ii) installing the Service Provider's RGW and up to two (2) metres of the ONT, provided that the End User will need to supply patch cords for each telephone and data outlet to be connected;
  - (iii) integration of the agreed Service Provider's customer premises equipment (**CPE**) (e.g. RGW, set top box (STB) or VoIP handset) up to the Standard Patch Cable Length of 2 metres;



- (iv) connecting power to the RGW and completing a basic initial configuration check of the RGW (**Plug and Play**);
  - (v) intercepting the existing End User Premises (copper) voice service wiring at the copper ETP or first jack point and connecting to the ONT or RGW ATA voice port;
  - (vi) completion of a basic test at a single jack point to confirm that the End User's existing voice service is operational or an activation call to the Service Provider to facilitate number porting on the RGW and, if requested by the Service Provider, to confirm completion of the installation;
  - (vii) completion of a simple connection speed test to ensure the End User is receiving the Wholesale Service ordered by that End User (subject to the terms set out in the Service Description for that Wholesale Service);
  - (viii) follow the CPE set-up instructions in accordance with the supplied or internet accessible manual, and configure the CPE and demonstrate the functionality to the End User (provided that if the Service Provider does not provide the instruction guide to Ultrafast Fibre, Ultrafast Fibre will not be required to complete any other CPE testing); and
  - (ix) if required, an activation call to the RSP to facilitate number porting in accordance with the trouble shooting process as set out in paragraph 3(b) below.
- (b) Any trouble shooting will be limited to either a reboot of the RGW or restoring the RGW to the default settings, and Ultrafast Fibre, in its absolute discretion, will determine the type of trouble shooting it performs, provided that the Ultrafast Fibre technician will only be required to perform any RGW trouble-shooting on-site at the End User Premises for a maximum of 30 minutes.
- (c) The Simple Install Premises Networking Service does not include:
- (i) Ultrafast Fibre holding RGW or other CPE stock for the Service Provider; or
  - (ii) Ultrafast Fibre delivering the RGW or other CPE to the End User; or
  - (iii) any other services or actions not stated in paragraphs 3(a)(i) to 3(a)(ix) (inclusive) above.
- (d) If:
- (i) the End User has not received the Service Provider's RGW (or the End User's own RGW) the time the Ultrafast Fibre technician is on-site at the End User Premises to complete the Simple Install Premises Networking Service; or
  - (ii) the Service Provider or the End User's RGW is not operating when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Simple Install Premises Networking Service, even after the completion of any trouble-shooting in accordance with this Simple Install Premises Networking Service scope of work,
- then Ultrafast Fibre will only be obligated to activate the ONT (in accordance with its provisioning obligations in the Current WSA) and that will not be deemed to be a failed installation of a Connection. The Service Provider may submit a request to reschedule all or part of the Premises Networking Services and such requests will incur one or more of the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.

#### **4 BASEBAND ONLY**

- (a) The Baseband Only Premises Networking Service is limited to the following Scope of Work:
- (i) the Baseband Only Premises Networking Service will be completed following the installation of the ONT in the home distributor and connecting the incoming fibre to the ONT;
  - (ii) installing the Service Provider's or End User's ordinary telephone and up to two (2) metres of the ONT, provided that the End User will need to supply patch cords for each telephone to be connected;
  - (iii) intercepting the existing End User Premises (copper) voice service wiring at the copper ETP or first jack point and connecting that existing wiring to the ONT ATA voice port; and
  - (iv) if required, an activation call to the RSP to facilitate number porting in accordance with the trouble shooting process as set out in paragraph 4(b) below.



- (b) Any trouble-shooting performed by the Ultrafast Fibre technician will be limited to a basic test at a single jack point to confirm the Baseband (Voice Only) service is operational and the Ultrafast Fibre technician will only be required to remain on-site at the End User Premises for a maximum of 30 minutes to complete any trouble-shooting.
  
- (c) The Scope of Work for the Baseband Only Premises Networking Service does not include:
  - (i) Ultrafast Fibre holding ordinary telephone stock for the Service Provider;
  - (ii) delivering the ordinary telephones to the End User; and
  - (iii) any services or actions not set out in paragraphs 4(a)(i) to 4(a)(iv) (inclusive) above.
  
- (d) If:
  - (i) the End User has not received the Service Provider's ordinary telephone or the End User does not have an ordinary telephone available to use when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Baseband Only Premises Networking Service; or
  - (ii) the Service Provider or the End User's ordinary telephone is not operating when the Ultrafast Fibre technician is on-site at the End User Premises to complete the Baseband Only Premises Networking Service, even after the completion of any trouble-shooting in accordance with this Baseband Only Premises Networking Service scope of work,then Ultrafast Fibre will only be obligated to activate the ONT (in accordance with its provisioning obligations in the Current WSA) and that will not be deemed to be a failed installation of a Connection. The Service Provider may submit a request to reschedule all or part of the Premises Networking Services and such requests will incur one or more of the additional charges listed in Schedule 1, paragraph 2 of these terms and conditions.

