

8 May 2014



[NAME]

[TITLE]

Vodafone New Zealand Limited

[ADDRESS LINE 1]

[ADDRESS LINE 2]

AUCKLAND

0800 342 735
info@ultrafast.co.nz

ultrafastfibre.co.nz

Dear [NAME]

WHOLESALE SERVICES AGREEMENT - MULTICAST OFFERS

In January 2012 Ultrafast Fibre Limited (**Ultrafast Fibre**) published its UFB Reference Offer (**Reference Offer**). Ultrafast Fibre and Vodafone New Zealand Limited (the **Service Provider**) have signed the Ultrafast Fibre UFB Services Agreement (**Current WSA**) which forms part of the Reference Offer and now agree to amend the Current WSA on the following terms:

- (1) Ultrafast Fibre has agreed to make the following offers to the Service Provider in relation to the Recurring Charges for the Multicast Service ordered by the Service Provider with any order for a Bitstream 2 30/10 Mbps Service, a Bitstream 2 50/20 Mbps Service or a Bitstream 2 100/50 Mbps Service (the **Multicast Offers**):
- (a) **Bitstream 2 30/10 Mbps Service and Multicast Service:** Ultrafast Fibre will apply the Recurring Charges set out in the table below for all Bitstream 2 30/10 Mbps and Multicast Services ordered by the Service Provider during the Term:

Period	Recurring Charges		
	BS2 30/10	Multicast	Total
From the Commencement Date to 30 June 2015	\$37.50	\$3.00	\$40.50
From 1 July 2015 to 30 June 2016	\$38.50	\$3.00	\$41.50
From 1 July 2016 to 30 June 2017	\$39.50	\$3.00	\$42.50
From 1 July 2017 to 30 June 2018	\$40.50	\$3.00	\$43.50
From 1 July 2018 to 30 June 2019	\$41.50	\$3.00	\$44.50
From 1 July 2019 to 30 June 2020	\$42.50	\$3.00	\$45.50

- (b) **Bitstream 2 50/20 Mbps Service and Multicast Service:** Ultrafast Fibre will apply the Recurring Charges set out in the table below for all Bitstream 2 50/20 Mbps and Multicast Services ordered by the Service Provider during the Term:

Period	Recurring Charges		
	BS2 50/20	Multicast	Total
From the Commencement Date to 30 June 2015	\$39.95	\$1.00	\$40.95
From 1 July 2015 to 30 June 2016	\$40.95	\$1.00	\$41.95
From 1 July 2016 to 30 June 2017	\$41.95	\$1.00	\$42.95
From 1 July 2017 to 30 June 2018	\$42.95	\$1.00	\$43.95
From 1 July 2018 to 30 June 2019	\$43.95	\$1.00	\$44.95
From 1 July 2019 to 30 June 2020	\$44.95	\$1.00	\$45.95

- (c) **Bitstream 2 100/50 Mbps Service and Multicast Service:** Ultrafast Fibre will apply the Recurring Charges set out in the table below for all Bitstream 2 100/50 Mbps and Multicast Services ordered by the Service Provider during the Term:

Period	Recurring Charges		
	BS2 100/50	Multicast	Total
From the Commencement Date to 30 June 2015	\$55.00	\$0.00	\$55.00
From 1 July 2015 to 30 June 2016	\$53.98	\$0.00	\$53.98
From 1 July 2016 to 30 June 2017	\$52.96	\$0.00	\$52.96
From 1 July 2017 to 30 June 2018	\$51.94	\$0.00	\$51.94
From 1 July 2018 to 30 June 2019	\$50.92	\$0.00	\$50.92
From 1 July 2019 to 30 June 2020	\$49.90	\$0.00	\$49.90

- (2) The Multicast Offers will be available for the Service Provider to accept from the date of this letter (the **Commencement Date**) and will automatically expire on 30 June 2020 (the **Term**), unless UFF and the Service Provider mutually agree to terminate the Multicast Offers (or either of the offers).
- (3) On the expiry of the Term, the Recurring Charges for the Bitstream 2 30/10 Mbps Service, Bitstream 2 50/20 Mbps Service, the Bitstream 2 100/50 Mbps Service and the Multicast Service will be the price stated in the Price List forming part of the Reference Offer.
- (4) The Multicast Offers do not apply to any other Service provided by Ultrafast Fibre, or ordered by the Service Provider, during the Term except the Bitstream 2 30/10 Mbps Service, Bitstream 2 50/20 Mbps Service and the Bitstream 2 100/50 Mbps Service.
- (5) In consideration for the Multicast Offers, the Service Provider will pay Ultrafast Fibre a one-off, non refundable set up fee of \$10,000 per area prior to the Commencement Date (the **Set-Up Charge**). For the purposes of this paragraph 5, Ultrafast Fibre has four (4) areas where the Set-Up Charge will apply: Hamilton, Tauranga, New Plymouth and Wanganui.
- (6) During the Term:
- (a) the Service Provider will order all Services (including Multicast Services) using the applicable Ultrafast Fibre order process and otherwise in accordance with the requirements of the Reference Offer; and
 - (b) all of the other Charges set out in the Ultrafast Fibre Price List (as amended from time to time) will apply to all Services ordered by the Service Provider.
- (7) Unless agreed otherwise by Ultrafast Fibre, the Multicast Offer cannot be used in conjunction with any other offers made by Ultrafast Fibre to Service Providers from time to time.
- (8) Unless stated otherwise in this letter, all of the provisions of the Reference Offer apply to the parties and capitalised terms used in this letter shall have the meaning given in the Reference Offer.

Please confirm your acceptance of these terms and conditions by signing below and returning a copy of this letter to Ultrafast Fibre.

Yours faithfully
ULTRAFAST FIBRE LIMITED

Maxine Elliott
CEO

AGREED FOR AND ON BEHALF OF VODAFONE NEW ZEALAND LIMITED:

Signature

Name:

Position:

Date: