

BROADBAND CONNECTIVITY SERVICE

- New Zealand-

1. About this Document

- 1.1 This Service Schedule forms part of the Customer's Agreement with Vocus.
- 1.2 In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, refer to clauses 1.2 and clause 2.3 of the General Terms of the Agreement.
- 1.3 Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule may be defined in clause 1.1 (Definitions) of the General Terms of the Agreement.
- 1.4 For the avoidance of doubt, the Interpretation section in the Agreement applies to this Service Schedule.

2. Term

- 2.1 This Service Schedule commences on the Commencement Date detailed in the Key Service Schedule Details and will continue in full force and effect for the Initial Term and will automatically renew for successive 12 month periods unless this Service Schedule or the Agreement is terminated earlier in accordance with its terms.

3. Rates and Service Charges

- 3.1 The Rates and Service Charges in connection with the Vocus Broadband Services are initially as set out in **Annexure A (Pricing)** to this Service Schedule as varied by Vocus from time to time.
- 3.2 For the avoidance of doubt, the Customer must pay the Rates and Service Charges to Vocus in accordance with the Agreement.

4. Vocus Broadband Services

- 4.1 Vocus Broadband Services provide internet access via various broadband access types allowing End Users to access the internet (**Broadband Service**).

Access Types

- 4.2 Customer may be able to order different access types of residential Broadband Service from Vocus for supply to an End User. These access types may include:
 - (a) ADSL (Asymmetrical Digital Subscriber Line)
 - (b) VDSL (Very-high-bit-rate Digital Subscriber Line)
 - (c) UFB (UltraFast Broadband)
- 4.3 Customer acknowledges and agrees that it must ensure that it select plans appropriate for each specific End User user type (either business or business and residential) as defined by the LFC.

5. Service Limitations

- 5.1 Network capacity is not guaranteed and is subject to availability at time of ordering.
- 5.2 This Service does not come with electronic mail (email) or Domain Name/Hosting related services.

No Representation or Warranty

- 5.3 Vocus does not make any representation or warranty in relation to:
 - (a) the accuracy, completely or timeliness or any information or other content accessible by the End User;

- (b) having any control over the content or other information accessible by the End User; and
- (c) the ability of the End User to download or receive any information or other content, in connection with the Broadband Services.

6. Speed

6.1 Vocus plan speeds are the theoretical maximum speeds at which Customer's End Users may be able to send data or receive data. Broadband Service plan speeds may be affected by a variety of factors, including, without limitation:

- (a) network congestion;
- (b) End User's geographical location;
- (c) End User's distance from the relevant exchange;
- (d) the equipment and software used by the End User in connection with the Broadband Service (for example, the End User's internet browser, internet filters and computer);
- (e) general internet traffic; and
- (f) the quality, nature and capability of the underlining infrastructure.

6.2 Because Vocus relies on other upstream providers to deliver data to or from Vocus network Vocus are unable to guarantee that these speeds will be available to Customer's End User.

6.3 Other factors beyond Vocus control may also result in Customer's End User being unable to connect, or to send or receive data at those speeds. Vocus cannot guarantee that Vocus Broadband Services will always be available or that they can always be utilised for any particular purpose.

6.4 Other factors may influence the particular speeds or latency Customer's End User can achieve to servers nationally and internationally. Vocus' control of these speeds is limited to its own network. Connections to servers outside the Vocus network are on a "best effort" basis and it may not be possible for Customer to achieve Customer's desired or expected speeds or latency where Customer is connecting to Non-Vocus Equipment outside Vocus' control.

6.5 Unlimited plans are intended for use by a single End User and Broadband Connectivity Services must not be resold by the Customer or End Users. Running server farms or sharing a connection across multiple End Users is prohibited. Customer is responsible for ensuring that its End Users do not make prohibited use of the Broadband Services.

6.6 If an End User is on an "unlimited plan", the total amount of data that can be uploaded or downloaded is unlimited. Vocus may use traffic prioritisation policies.

Plan Type Speed

6.7 Plan Type Speeds:

- (a) UFB 30-10 provides download speeds of up to 30Mbps and upload speeds of up to 10Mbps.
- (b) UFB 100-20 provides download speeds of up to 100Mbps and upload speeds of up to 20Mbps.
- (c) UFB 100-100 provides download speeds of up to 100Mbps and upload speeds of up to 100Mbps.
- (d) UFB 200-20 provides download speeds of up to 200Mbps and upload speeds of up to 20Mbps.
- (e) UFB 200-100 provides download speeds of up to 200Mbps and upload speeds of up to 100Mbps.
- (f) UFB 200-200 provides download speeds of up to 200Mbps and upload speeds of up to 200Mbps.
- (g) UFB Giga-Town UFB 200-100 provides download speeds of up to 1000Mbps and upload speeds of up to 500Mbps. (Limited in availability to Dunedin LFC for promotional offering by Chorus)
- (h) UFB Max/500 (Res) provides download speeds of up to 1000Mbps and upload speeds of up to 500Mbps.

- (i) Line speed for ADSL/ADSL2+/VDSL is dependent on various factors including distance from the exchange and line quality.

Minimum term contract

6.8 Minimum term contracts may apply to some Broadband Services, as notified to Customer from time to time.

Early termination

6.9 Early termination charges (ETC) apply for termination within the minimum term of a contract, calculated as the monthly charge multiplied by the remaining months of the contract.

7. IP Addresses

7.1 Any public or private IP address allocated for Customer to use as a part of the Services will remain allocated to Customer until:

- (a) Customer releases the IP address using the Functionality Services portal;
- (b) Broadband Services Service Schedule is terminated for any reason; or
- (c) Vocus decides to change any IP address, which it may do at any time and in its sole discretion.

7.2 Upon termination of the Agreement or this Service Schedule, Customer may no longer use any IP addresses or address blocks that Vocus provided for Customer's use in connection with the Services.

8. Support

8.1 Vocus helpdesk support is included however Customer is expected to provide level one (1) support to the End User.

8.2 Customer must ensure that its End Users do not call the Vocus support desk directly unless the *Business Process Outsourcing Service Schedule* applies which permits this. Faults can be logged via the Vocus portal and can be followed up with calls/e-mails to the help desk.

9. Termination

9.1 Without limiting any of Vocus' termination rights set out in any other clause of this Service Schedule or Agreement, Vocus may terminate a Broadband Service resupplied to an End User with immediate effect if the End User's Broadband Service is:

- (a) used to transmit, refile or aggregate domestic or international traffic; or
- (b) used in connection with equipment that switches or reroutes traffic; or
- (c) used for, or in connection with, any purpose that it is similar to or in furtherance of the conduct set out in sub-clauses 9.1(a) or (b).

10. Service Outages

10.1 From time to time, Vocus or its relevant upstream Supplier may perform maintenance or upgrade work that may affect the Broadband Service.

10.2 Any disruption caused to the Broadband Service will not constitute a breach of Vocus' obligations under this Agreement. Where planned maintenance is to be undertaken by Vocus in relation to the Vocus Network or Broadband Services, it will exercise best endeavours to provide the Customer with at least five (5) Working Days' notice of such work. For the avoidance of doubt, failure by Vocus to meet this notice requirement will not give rise to a termination right for the Customer.

10.3 Where planned maintenance is to be undertaken by Suppliers in relation to the Supplier Network, Vocus will exercise reasonable endeavours to provide the Service Provider with as much notice as possible of such work bearing in mind it will be reliant on Suppliers.

10.4 If the Customer becomes aware of any unplanned outage before it receives notice from Vocus, the Customer must use reasonable endeavours to notify Vocus as soon as possible.

11. Acknowledgements

11.1 Without limiting the acknowledgements provided by the Customer in any other clause of this Agreement, the Customer acknowledges and agrees that:

- (a) Vocus does not warrant that Vocus or its relevant Supplier will be able to supply the Broadband Service (to any extent or at all);
- (b) if the actual volume of End User Activations and End User Deactivations in connection with the Broadband Service exceeds the volume set out in the volume forecasts provided by the Customer, then Vocus or its relevant Supplier may not be able to give effect to an End User Activation or End User Deactivation and neither Vocus nor its relevant Supplier will have liability to the Customer, any End User, any potential End User or any other person for any resulting degradation in the quality in the or level of the Broadband Service; and
- (c) Vocus or its relevant Supplier may intercept the Broadband Service or data being transmitted through the Broadband Service for the purpose of complying with obligations at Law.

12. Definitions

12.1 In this Service Schedule:

ADSL Access means ADSL (BUBA) or ADSL2+ (EUBA) broadband delivered over Chorus' copper network. Broadband is not available everywhere and speeds may vary as they are dependent on a number of factors including the condition of copper cables and the distance from the nearest exchange or cabinet.

Bitstream 2 (BS2) means a UFB E-AVPL Bitstream service capable of supporting two classes of traffic. (High and low). Unless specified otherwise all UFB Broadband Connectivity Services are supplied as BS2.

Broadband Service means the internet access provided by various broadband access types to the Customer allowing the End User to access the internet.

Content Traffic means all traffic used by an End User via an ADSL connection.

Custom Domain Name (Realm) means the realm the Customer nominates to an End User to distinguish or identify an End User (for example, username@Customername.co.nz)

Early Termination Fee means the fee imposed on the Customer by Vocus that becomes payable to Vocus by the Customer in circumstances where a Broadband Service in respect of an End User is terminated prior to the expiry of the End User Minimum Term, as notified to the Customer by Vocus.

End User means the end user of the Service supplied by the Customer to such user.

End User Activation means the activation of a Broadband Service in respect of an End User.

End User Deactivation means the deactivation, termination or disconnection of a Broadband Service in respect of an End User.

General Terms means the General Terms section of the Agreement.

LFC means any Local Fibre Company in which the New Zealand Government and a partner (<http://www.crownfibre.govt.nz/crown-partners/agreements-with-ufb-partners>) hold shares and through which the UFB Network will be effected for the provision of the UFB Access Service.

Non-Standard Installation Fee means the one-off amount payable by the customer for the initial connection of the UFB access service for the End User. Installed are deemed as standard or non-standard by the relevant LFC.

Static IP Address or **Static IP** means an IP address that is manually assigned by Vocus or a Supplier and the End User's equipment is assigned the same IP address each time the End User accesses and uses the Broadband Service.

Supported Traffic Types means the traffic types that are available in connection with a Broadband Service (such as Peering Traffic, Content Traffic), as set out in a pricing schedule or as notified to the Customer by Vocus from time to time.

Standard Installation Fee means the one-off amount payable by the Customer for the initial connection of the UFB access service for the End User. Installations are deemed as standard or non-standard by the relevant LFC.

UFB Access means the UltraFast Broadband Access service to be provided by Vocus to the Customer, including support services.

Value Added Services any Service (or part of a Service) that is designated by Vocus from time to time and in Vocus' sole and absolute discretion, as being a 'Value Added Service' (whether designated by that title or any other title), the particulars of which may be notified to the Customer by Vocus from time to time. Examples of Value Added Services may include, but are not limited to:

- (a) Static IP subnet;
- (b) custom IP address;
- (c) Custom Domain Name (Realm); and
- (d) B2B provisioning,

in respect of which the particulars of the Value Added Service, and the applicable terms and conditions, may be notified to the Customer by Vocus from time to time.

VDSL (Very-high-bit-rate Digital Subscriber Line) Access means VDSL2 broadband delivered over Chorus NZ's copper network. Broadband is not available everywhere and VDSL speeds may vary as they are dependent on a number of factors including the condition of copper cables and the distance from the nearest exchange or cabinet.

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SIGNED by the parties as an agreement.

SIGNED by **Vocus (New Zealand) Limited** by its authorised officer:

.....
Signature of Authorised Officer

.....
Name Authorised Officer (print)

.....
Date:

SIGNED by **[insert company name] ([insert company number])** by its authorised officer:

.....
Signature of Authorised Officer

.....
Name Authorised Officer (print)

.....
Date

Annexure 1: Pricing

1. Additional Costs

- 1.1 The Customer acknowledges and agrees that Vocus will not be liable to supply, or pay the cost of, any equipment, infrastructure or other services that are required in connection with the End User Activation or use of the Broadband Service by the End User (such as compatible central splitters and network termination devices).
- 1.2 The Customer must ensure that the End User has all necessary equipment, infrastructure and additional services to access and use the Broadband Service to an acceptable standard and that such equipment, infrastructure and services are:
 - (a) compatible with the DSL exchange equipment, the relevant network and the Broadband Service generally; and
 - (b) are approved by Vocus for use with the relevant Broadband Service (which approval will not be unreasonably withheld).

1. Unlimited Broadband

- 1.1 All plans configured with 2.5Mbps High Priority upload and download unless specified otherwise.

Pricing for Broadband Services

		LFC Access Supplier			
Plan Type	Description	Chorus	Enable	UFF	NorthPower
Residential ONLY	UFB 30-10				
	UFB 100-20				
	UFB GigaTown				
	UFB Max/500				
Business and Residential	UFB 30-10 (5-5)				
	UFB 100-100				
	UFB 200-20				
	UFB 200-100				
	UFB 200-200				
	ADSL				
	VDSL				

1.2 Pricing for Static IP Addresses

Description	Charge
Static IP Monthly Reoccurring Fee	\$5.00

2. Installation

2.1 Charges listed here are for guidance only, installation charges will not be fully known until after a Service is installed.

2.2 Installation charges are billed approximately one (1) month after connection.

UFB Installation Charges

Description	Residential Installations	Business Installations
Standard Installation	\$0.00	Equivalent of 1 Months Rental
Non Standard Installation	Price on Application	Price on Application

ADSL and VDSL Installation Charges

Installation Type	Charge
Remote Connections	TBC
Exchange/Cabinet Visit	TBC
Site Visit	TBC
Connection and Wiring	TBC

3. Ancillary Charges

UFB Access Type

Description	Chorus	Enable	UFF	NorthPower
Transfer of Service from another RSP				
Plan Change	Cost plus 5% Gross Margin			
Internal Removal of ONT				
No Fault Found	Remote			
	Truck Roll			
Other	Price on Application			

ADSL & VDSL Access Types

Description	Charge
UBA Transfer (Includes VDSL)	TBC

No Fault Found (NFF)	TBC
Other	Price on Application

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