

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: METRO LITE

PART A – PRODUCT OVERVIEW

Metro Lite is a connectivity service that links one of your Sites to our Network. Metro Lite is built on an access service, which can use UFB Fibre, VDSL or EUBA, depending on what is available at your Sites.

- One New Zealand Services such as Private IP can be run over the Metro Lite Service.

PART B – METRO LITE SERVICE

1. YOUR METRO LITE SERVICE

1. 1 Your Metro Lite Service will consist of the components set out in the following table, which are further described in this Part B (**Metro Lite Service**):

Component	Description
Target Access Type	UFB Fibre 100, UFB Fibre 200, VDSL or EUBA
Interim Access Type (if required)	VDSL or EUBA
Associated Service	Private IP SCoS DT
Equipment	Access Equipment
	Metro Lite Equipment (Switch)
Installation Services	Standard Access Installation (if required)
	Metro Lite Installation
	Upstream Premises Wiring for the Standard Access, where this is required and permitted.
Support Services	Standard Support

1. 2 Our agreement to provide Metro Lite to you is conditional upon us confirming that we are able to supply Metro Lite to your Sites, and your confirmation to meet any additional costs or terms that might apply.

1. 3 At each Site, your Metro Lite Service will either be delivered over:

- (a) UFB Fibre (in which case the Fibre Access Service Description will also apply);
- (b) VDSL (in which case the DSL Access Service Description will also apply); or
- (c) EUBA (in which case the DSL Access Service Description will also apply);

2. METRO LITE AVAILABILITY

2. 1 The Pricing Schedule lists the Sites where you have requested Metro Lite. We do not guarantee that Metro Lite will be available at any or all of those Sites.

2. 2 For Metro Lite to be available at any particular Site, the following conditions need to be met:

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



THE ROADSIDE CABINET (OR EQUIVALENT) MUST BE CAPABLE OF ANOTHER ACCESS CONNECTION;

- (a) If Metro Lite is delivered using:
 - **Fibre:** the shared network infrastructure must have passed the Site with sufficient capacity by the RFS Date;
 - **VDSL:** an adequate signal strength over the access is required (after allowing for total anticipated line losses);
 - **EUBA:** a minimum line speed of 64 Kbps is required (excessive line losses may make this access unavailable);
- (b) All third party consents required to install Metro Lite have been obtained (which may include building owner consent);
- (c) You have agreed to pay the Final Installation Charge;
- (d) You have provided all contact information requested (you will need to provide details of an on-Site representative, a technical adviser, and an on-Site IT technician); and
- (e) If requested, you have signed any end user terms.

3. ORDERING METRO LITE

3. 1 Your Metro Lite order is set out in the Pricing Schedule. For each Site, your order will specify the specific components of the Service.

4. INSTALLATION OF THE ACCESS SERVICE BY THE ACCESS PROVIDER

4. 1 The access service must be installed before the Metro Lite Service can be installed. If you do not already have the required access service installed, we will request that it is installed by the Access Provider.
4. 2 Installing an access service may require shared network infrastructure to be installed. A building owner must consent to installing any shared network infrastructure at a Site, and may be required to pay an Installation Contribution. The Access Provider will negotiate consent (and any required Installation Contribution) directly with the building owner. We are not a party to any agreement between them, and we cannot pay any Installation Contribution. If a building owner does not give consent, or does not pay any required Installation Contribution within the timeframes set out in Table 2 below, then Metro Lite cannot be installed at that Site.
4. 3 When we have agreed an installation date for the shared network infrastructure, the Access Provider will schedule an additional Site visit with you to design the access installation.
4. 4 Standard Installation is described in clause 4.5 below. Anything else is a non-Standard Installation.
4. 5 **Standard Installation:** Standard Installation differs with each access service (UFB Fibre, VDSL or EUBA). The Access Provider determines what is included in the scope of a Standard Installation. For VDSL and EUBA, a standard installation can be either "Standard Connection Only" or "Standard Connection and Wiring".
4. 6 Installation Steps:
 - (a) The Access Provider will install the exterior Upstream Premises Wiring. If the installation is a Non-Standard Installation, we need your agreement to pay the Final Installation Charge prior to this step. You do not need to be present on Site for this step to take place.
 - (b) The Access Provider will install the interior Upstream Premises Wiring, and install the access service. The Access Provider's technician will arrange a Site visit just before the confirmed RFS Date. We will advise you who should attend. Please note that if any party agreed to attend is then unable to attend, we may be unable to proceed with the Site visit.
4. 7 We aim to provide you with two Working Days' notice of Site visits, unless the RFS Date is "ASAP", in which case we may not be able to provide you with prior notice of Site visits.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



- 4. 8 If a party who has agreed to attend a Site visit is then unable to attend, we may be unable to proceed with the Site visit.
- 4. 9 If a Site visit cannot proceed for any reason we do not control, you may be charged the Missed Appointment charge.
- 4. 10 The access service and its underlying shared network infrastructure:
 - (a) is the Access Provider's demarcation point;
 - (b) may be shared by One New Zealand and other Service Providers;
 - (c) will remain at the Site after the Term, and may be re-used for other services at a later date.

5. INTERIM ACCESS SERVICE

- 5. 1 We aim to complete the install at the RFS Date. Where a UFB Fibre Access Type is ordered but it is not possible to provide it by the RFS Date, we can sometimes provide an interim Access Type (VDSL or EUBA) on a temporary basis. There is no Early Termination Charge if we change the Access Type of a specific Metro Lite Service before it is installed. In relation to interim Access Types:
 - (a) If we can install the target Access Type on or before the RFS date, we will do so, and we will not install an interim Access Type;
 - (b) If we install an interim Access Type, we will install the target Access Type if and when this becomes feasible;
 - (c) Installation Charges apply each time the Access Type is changed, for any reason;
 - (d) If you have an interim Access Type installed, and you wish to continue using it once your target Access Type is installed, two Metro Lite services will be provided to that Site and you will be charged for both.
- 5. 2 If we cannot provide the Access Type ordered, (for example, if consent is declined) we will supply the nearest equivalent Access Type.

6. METRO LITE SERVICES

- 6. 1 One of the following Associated Services can be ordered with each Metro Lite Service (at no additional cost):
 - (a) A Private IP service which joins your Site to an IP VPN (layer 3 VPN);
 - (b) New Services, as they are made available and are notified to you.

7. INSTALLING METRO LITE

- 7. 1 One New Zealand will schedule the Metro Lite installation. We will schedule this Site visit once:
 - (a) The access service is installed, and
 - (b) The RFS Date is less than 2 months away.
- 7. 2 We cannot confirm the RFS Date for Metro Lite until the supporting infrastructure for the access service is installed at the Site or scheduled to be installed.
- 7. 3 The Metro Lite Service is normally installed 2 Working Days after the access.
- 7. 4 On the confirmed RFS Date, a technician will install the Metro Lite Equipment, Metro Lite Service, and the Associated Service.
 - (a) The Metro Lite Equipment is supplied with a 1m patch cord to connect to the access service. Alternatively, we may use existing copper Upstream Premises Wiring within your Site where we are given access to your Site and are permitted to do repairs on the Premises Wiring. You will be responsible for obtaining any necessary consents for this.
 - (b) The Metro Lite Equipment is our Equipment and a charge applies for lost or damaged equipment.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



- (c) Our Equipment may not be interfered with or accessed by you, and is exclusively managed by us. Any interference by you will be considered a material breach of this Agreement.
- (d) Our Equipment is our demarcation point for the Metro Lite Service and is powered from your premises. Disruption of power will affect the Associated Service it supports. We are not liable for this.

PART C – PRICING

8. PRICING OVERVIEW

- 8.1 Refer to the Pricing Schedule for details of the applicable Charges.
- 8.2 We will invoice for Metro Lite once installation is complete. This may be independent of invoicing for Services at other Sites.
- 8.3 The Early Termination Charge for Metro Lite is set out in the Commercial Schedule.
- 8.4 Early Termination Charges are payable in the following circumstances (without limitation):
 - (a) terminating your Metro Lite Service before the end of the Initial Term;
 - (b) changing the location of the access (this requires the agreement of any other Service Provider sharing the same equipment);
 - (c) changing the initial or target Access Type after installation (the availability of alternatives at a specific Site is not guaranteed).

9. INSTALLATION

- 9.1 A standard Installation Charge will apply for installations that the Access Provider considers to be standard.
- 9.2 The Installation Charge is subject to change, as factors that impact the Installation Charge may become apparent at a later date. We will advise you if this occurs and quote a revised Installation Charge/Surcharge. If you do not agree the Final Installation Charge, you may substitute or cancel the Metro Lite for that particular Site (and its Associated Service), without paying the applicable Early Termination Charge.

10. SITES

- 10.1 Please refer to the Pricing Schedule for details of your Sites which you have requested Metro Lite provided under this Service Description.

PART D – ADDITIONAL FIXED SERVICE SERVICE LEVEL AGREEMENT TERMS

The following terms apply in addition to the Fixed Service Service Level Agreement terms. Where there is any conflict between the terms in the Fixed Service Service Level Agreement and these terms in the Metro Lite Service Description, these terms in the Metro Lite Service Description will take precedence.

11. VARIATIONS TO THE SERVICE CENTRE SERVICE DESCRIPTION FOR METRO LITE

- 11.1 Metro Lite is supported by a third party network operator.
- 11.2 In the event of the Service becoming unavailable we will use reasonable efforts to restore the Service within the Resolution Time, subject to:
 - (a) The Resolution Time is 2 Working Days whenever on-site Equipment has to be replaced.
 - (b) When unavailability is due to a failure in the physical circuit including the Equipment, the time to restore the Service may exceed the Resolution Time. We will continue to use reasonable efforts to restore the Service.
- 11.3 If a Metro Lite Service is delivered to a site where there is a medical dependency or critical Civil Defence Infrastructure situation, please notify us.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



PART E – OTHER TERMS AND CONDITIONS

12. SERVICE BOUNDARIES

12.1 Metro Lite includes our Service Equipment, our Upstream Premises Wiring we have installed, and the external access network. Metro Lite excludes Downstream Premises Wiring and any other premises wiring we have not installed.

13. YOUR OTHER RESPONSIBILITIES

13.1 You are responsible for:

- (a) deciding a location for the access, if one is required. This decision could impact whether your installation is a Standard Installation or Non-Standard Installation;
- (b) providing an on-site representative to accompany the technician and sign the Service order paperwork to start and finish an Metro Lite installation or upgrade;
- (c) providing any Downstream Premises Wiring to link the Metro Lite Service with your equipment;
- (d) providing an appropriate location for the Equipment (e.g. with an enclosure in wet areas, with cooling, racking, etc.). Note that the patch lead between the Equipment and access is 1 metre long;
- (e) providing local mains power for our Equipment including any battery back-up you may require;
- (f) ensuring the Voice and Video CoS is used exclusively and appropriately for those traffic types;
- (g) informing us of all changes you require to the Associated Service when changing a Metro Lite Access;
- (h) discussing any changes you make to the Metro Lite with any third party that may be impacted by the change to the Metro Lite Access or Associated Service;
- (i) ending any third party service you no longer require after we have installed the Metro Lite Access.

13.2 You must only update or upgrade firmware on our Equipment as directed by us. In particular, you must not install firmware sourced from another One New Zealand company or from a third party. Doing so is likely to irreparably damage the Equipment.

PART F – SPECIFICATIONS

14. SPECIFICATIONS

14.1 The available Access Types and speed options for Metro Lite are listed below:

	Metro Lite Type			
	EUBA	VDSL	UFB Fibre	
Access Type	Chorus EUBA 0	Chorus VDSL	UFB Bitstream 2	
Theoretical Maximum Speed (Up/Down Mbps)	1/24	30/100	100/100	200/200

14.2 The detailed specifications of Metro Lite are subject to change. Please ask for a copy of the Metro Lite Data Sheet if you need to see the current specification.

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



PART G – DEFINITIONS

15. DEFINITIONS

In this Service Description in addition to the terms defined elsewhere in the Agreement, the following defined terms will apply to this Service Description:

Access means Fibre Access, VDSL Access or EUBA Access;

Access Provider means the provider of the access on which the Metro Lite Service is built;

Access Type means one of UFB Fibre, VDSL or EUBA;

Associated Service means the Service that runs over the Metro Lite for carriage between your Site and our Network;

Downstream Premises Wiring is wiring you attach to our equipment that connects your equipment;

Final Installation Charge means the Installation Charge when all additional and consequential charges are identified;

Installation Charge means the charge you need to pay to have the Metro Lite installed at a particular Site;

Installation Contribution is paid by the building owner to the Access Provider towards the shared network infrastructure;

MAC Address means the IEEE 802 network address of attached equipment, as defined for most IEEE 802 network technologies including Ethernet;

Metro Lite means the connection between our core network and your Site which is used for carriage of the Associated Service;

RFS Date means the request for service date, the date you have asked for the Service to be available;

Standard Installation includes the installation elements set out in clause 1.3(f);

Theoretical Maximum Speed means the theoretical best burst speed that can be obtained before the impact of constraints such as distance, corrosion, etc. that apply on a site by site basis;

UFB means Ultra-Fast Broadband, and is the main wholesale fibre network of New Zealand.

Upstream Premises Wiring means the fixed wiring (copper or fibre) in the building at your Site, between the Equipment and the external termination point for telecommunications services at your premises, or where there is no termination point external to the premises, either the first jack on the premises wiring, or where appropriate, the building distribution frame.