

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 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
Associated Service	Private IP SCoS DT
Access Equipment	Fibre Termination Box (ONT)
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 be delivered over UFB Fibre (in which case the Fibre 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:

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;
- (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:** The Access Provider determines what is included in the scope of a Standard Installation.

- 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.

- 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. METRO LITE SERVICES

- 5.1 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.

6. INSTALLING METRO LITE

- 6.1 One New Zealand will schedule the Metro Lite installation. We will schedule this once:
- (a) The access service is installed, and
 - (b) The RFS Date is less than 2 months away.
- 6.2 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.
- 6.3 The Metro Lite Service is normally installed 2 Working Days after the access.
- 6.4 On the confirmed RFS Date, a technician will install the Metro Lite Service, and the Associated Service.

PART C – PRICING

7. PRICING OVERVIEW

- 7.1 Refer to the Pricing Schedule for details of the applicable Charges.
- 7.2 We will invoice for Metro Lite once installation is complete. This may be independent of invoicing for Services at other Sites.
- 7.3 The Early Termination Charge for Metro Lite is set out in the Commercial Schedule.
- 7.4 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);

8. INSTALLATION

- 8.1 A standard Installation Charge will apply for installations that the Access Provider considers to be standard.
- 8.2 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.

9. SITES

- 9.1 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.

10. VARIATIONS TO THE FIXED SERVICES SERVICE LEVEL AGREEMENT FOR METRO LITE

- 10.1 Metro Lite is supported by a third party network operator.
- 10.2 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 Access Equipment has to be replaced.

- (b) When unavailability is due to a failure in the physical circuit including the Access Equipment, the time to restore the Service may exceed the Resolution Time. We will continue to use reasonable efforts to restore the Service.
- 10.3 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.

PART E – OTHER TERMS AND CONDITIONS

11. SERVICE BOUNDARIES

- 11.1 Metro Lite includes 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.

12. YOUR OTHER RESPONSIBILITIES

- 12.1 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 a 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 Access Equipment (e.g. with an enclosure in wet areas, with cooling, racking, etc.);
 - (e) providing local mains power for the Access 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.

PART F – SPECIFICATIONS

13. SPECIFICATIONS

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

	UFB Fibre	
Access Type	UFB Bitstream 2	
Theoretical Maximum Speed (Up/Down Mbps)	100/100	200/200

- 13.2 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.

PART G – DEFINITIONS

14. 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;

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

Access Type means a UFB Fibre variant;

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 Access 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;

Theoretical Maximum Speed means the theoretical maximum achievable speed and is not a guarantee of continuous speed. The actual speed that can be obtained will depend on a number of factors which may include: your equipment; your internal and external premises wiring; the distance of your premises from the exchange; New Zealand and overseas networks; traffic congestion; other environmental factors and how many other people are using it at the time.

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 Access 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.