

Recipient name
Organisation
Address line 1
Address line 2
Address line 3

[Date]

Dear [],

Managed Migrations Trial – Bulk Service Request

Introduction

Chorus New Zealand Limited (**Chorus, We** or similar) is developing a service to manage bulk migrations of end customers connecting to fibre (where it's available), as a one day installation (**Trial**). If the Trial is successful, we intend to launch a commercial offer, subject to any required approvals.

Why are we doing this?

The Trial will enable us both to gain insights into customer experience, uptake and operational requirements for managed bulk migration campaigns, including one day installations.

The objective of these Trials is to determine whether there are sufficient mutual benefits in working together in managed bulk upgrade campaigns on a longer term basis throughout New Zealand and to enable us both to determine requirements for an up-scaled operational model and commercial offer based on such a model.

The Trial terms are set out in the Appendix to this letter and are intended to define the trial approach, responsibilities and parameters of activities and services utilised to deliver one day installation through a managed programme of work.

Sign Up

To sign up for this Trial, sign and return this letter to your Chorus Account Manager.

Should you have any questions please contact your Chorus Account Manager.

Yours faithfully

[Customer's Company Name] Agrees to the terms and conditions of this Trial Agreement

Nick Woodward

GM, Product, Sales and Marketing
Chorus New Zealand Limited

Authorised Signatory Name:

Authorised Signatory Position:

Organisation:

APPENDIX 1

Terms of the Trial

Term

1. The Trial is available for you to accept from 19 October 2017 until 31 January 2018 unless this Trial is terminated beforehand pursuant to clause 3 below.
2. This Trial Agreement is effective from 19 October 2017 (**Commencement Date**).
3. The Trial Agreement will terminate on the earlier of:
 - (a) 28 February 2018; and
 - (b) the launch of a commercial managed migration offer by Chorus. If this occurs, we will use reasonable endeavours to consult with you and we will give you not less than one month's notice in writing; and
 - (c) either Chorus or you terminating the Trial pursuant to clause 8(b) below.

What are the Trial goals?

4. The goal of the Trial is to investigate a process for Bulk Service Requests and:
 - (a) whether one day installations increase uptake of relevant fibre services and customer satisfaction;
 - (b) whether service technician efficiency is improved by grouping orders in a specific geographical area;
 - (c) whether uptake of relevant fibre services changes dependant on install timeframes offered; and
 - (d) the costs of providing relevant fibre services and additional inputs required.

Trial planning and delivery phases

5. The Trial is intended to enable an accelerated streamlined migration of end customers to our fibre network through a one day installation process (where available). The parties will identify and agree eligible end customers within one or more areas and the timing of the Trial in each area. In each agreed area, the parties will co-ordinate and agree the timing of marketing to end customers with our installation of fibre services.
6. The Trial will comprise of two parts: a planning phase and a delivery phase. In the planning phase the parties will agree a Trial Plan which will govern the delivery phase of the Trial. The key details of each of these parts of the Trial are:

Planning phase	During this phase we will agree with you the contents of the Trial Plan as follows:
Project team	- the representatives of each parties' project team including respective commercial contacts;
Locations	- the locations of the targeted campaign areas that will be involved in the Trial including timing, estimated volumes of connections and scheduled installation shots (Agreed Campaign Areas). Each Agreed Campaign Area will be assigned a unique identifier which will be used when placing orders. We acknowledge that by agreeing estimated connection volumes with you, you are not making any

	representations or other commitments regarding such volumes except to the extent expressly set out in this Trial Agreement;
Marketing and Installation periods	- for each Agreed Campaign Area, the timing and duration of marketing of migration to the relevant fibre as part of the Trial (Trial Marketing period) and installation of the relevant fibre services (Trial Installation period). The Trial Marketing period and Trial Installation period may overlap;
Uptake	- the minimum uptake of relevant fibre services to achieve the Trial goals and the process for reviewing and/or terminating the Trial pursuant to clause 8(b)(ii) below.
Supply capacity	- Chorus Service Company technician capacity in the Agreed Campaign Areas;
Milestones	- the milestones for each Agreed Campaign Area and the Trial as a whole;
Dependencies	- each parties' dependencies and constraints;
Risks and mitigations	- the anticipated risks and mitigations of risks to achieve the agreed milestones and Trial goals; and
Escalation process	- the escalation process during the Trial.

Delivery phase	The Trial will be delivered in the following way:
Agreed customer addresses	We will work with you to identify end customers within the relevant Agreed Campaign Area that are eligible for this Trial (agreed Trial addresses).
Marketing	You may market to end customers at the agreed Trial addresses within the agreed Trial Marketing period and number of schedule slots agreed as part of the Trial Plan. An overflow process will be agreed for each campaign in an Agreed Trial Area.
Collation of orders and information	Orders will be collated and information shared via either an online spreadsheet or online booking tool, which will show slots booked/remaining and status of the order.
Management of available schedule slots	Available schedule slots will be managed via the spreadsheet or booking tool and formally booked once an order is submitted. We will monitor available schedule slots to ensure there are enough for the agreed uptake as part of the Trial plan. We may reduce the available schedule slots, if uptake is low, to minimise impacts on technician utilisation, provided that we will notify you as soon as is practicable of such planned reduction and we will ensure such reduction does not affect any orders already received.
Ordering process	You will submit orders via Portal or OOT (depending on the system the customer data is held in) with a unique Agreed Campaign Area identifier entered into the order.
	We will collate the orders and ensure our Service Companies are prepared for installs in the Agreed Campaign Areas

Co-ordination of orders and installations	We will arrange that our Service Companies will call the end customer the day before the installation appointment to set time expectations and will then install fibre and confirm it is working before leaving the premises.
Installs	We will make reasonable endeavours to carry out one day installations however there will be circumstances where issues will arise that cannot be known prior to install which may require additional work, past the installation date. Chorus will discuss this with you through agreed daily catch up meetings.
	We will provide Chorus Basic Installs under the our NGA Residential Installation Offer (or any replacement) for all connections in the Trial.
General	Both parties will provide ring fenced resources to manage Trial orders.
	Daily catch up meetings will be held during the Trial Installation period to provide overview of the day's events, issue management and confirmation of install numbers. This information will also be shared in a daily email to project team.

What are the charges?

7. For the period of the Trial, we will waive Co-ordinated Installation and Non Specified Ancillary Charges (items 2.2 and 2.10 of Table B in Appendix 3 of the UFB Reference Offer Price List) relating to the work summarised in the table in clause 6 above. All other usual Charges will continue to apply.

Conditions of this Trial

8. The conditions of this Trial are:
- (a) The Trial only applies to orders to migrate end customers to Chorus' Bitstream 2 or Bitstream 2 Accelerate Services in Single Dwelling Units (**SDUs**) or consented and ready to install Multi Dwelling Units (**MDUs**) or Right of Ways (**ROWS**) in the Agreed Campaign Areas.
 - (b) **Termination:**
 - i. Either party has the right to terminate the Trial (in part or completely) on not less than one months' written notice to the other party; and/or
 - ii. Chorus has the right to review and terminate the Trial (in part or completely) if Service Company technician supply capacity becomes constrained or unavailable during the Trial period in the Agreed Campaign Areas, provided that we notify you during the daily catch up meetings as soon as we become aware of such constraint or unavailability (or such likely circumstances) and we ensure that any such termination does not affect installations for existing orders.
 - (c) Promptly following the Trial, the parties will jointly review the Trial process and outcomes against the Trial goals and share learnings with each other, including to enable Chorus to develop a commercial offer which addresses both parties objectives and industry needs.

What is out of scope for the Trial?

9. The following activities are out of scope of this Trial:
- (a) configuration or adjustment to any Service Provider's devices or systems;
 - (b) internal structured cabling;

- (c) updating Service Provider's data and any related data system requirements;
- (d) Business connections; and
- (e) non consented or unbuilt MDUs or ROWs.

Availability of potential Bulk Service Request Plan

- 10. Except where the Trial is terminated pursuant to clause 8, Chorus will decide before the Trial finishes whether it is viable to make this managed upgrade available to the industry as a standard Bulk Service Request Plan. If Chorus decides to make a commercial offer available, it will provide not less than one month's written notice of the launch of any such offer.

Amendment to Trial

- 11. Chorus may amend this Trial by giving the Service Provider 30 days' notice.

Application of relevant terms

- 12. The Chorus UFB Service Agreement, as modified by this letter, will apply to any Bitstream Services order under this Trial.
- 13. Terms used but not defined in this letter shall have the meanings given in the Chorus UFB Reference Offer.