

Chorus New Zealand Limited
Chorus House
66 Wyndham Street
AUCKLAND

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

[Date]

Dear [],

Extension of Chorus Enterprise Connect Offer

We are extending our Enterprise Connect Offer (**Offer**) to 30 June 2020, for NGA Business new connects and upgrades only.

This offer has been in market since 1 March 2019 and was due to end on 31 December 2019. We recently consulted with Service Providers on a possible extension and, following that, have decided to:

- extend the offer to 30 June 2020 for NGA Business (Bitstream 3 and 3a) products; and
- conclude the offer (as planned) for NGA Premium (Enhanced Bitstream 4) services on 31 December 2019.

Why are we extending?

In today's business world, network access isn't just about a connection to the Internet. It's about running bandwidth-intensive applications, transferring large data files and connecting your business to the Cloud. At Chorus, we're committed to providing New Zealand businesses with the best possible network connection.

Our Enterprise Connect Offer is designed to support you to promote high performing fibre services to businesses and in particular, encouraging migrating offnet customers onto our fibre network, and upgrading existing fibre connections to faster business fibre plans.

To help achieve these goals, this Offer supports you by providing credits for focusing on:

- driving new connections on NGA Business; and
- upgrading existing NGA Evolve (Bitstream 2/Bitstream 2 Accelerate) fibre connections to NGA Business; and
- upgrading existing NGA Business to higher NGA Business CIR plans.

Credits

Here's what you need to know about the payment of credits:

- You'll receive \$300 for every qualifying new or upgraded connection (except upgraded CIR NGA Business qualifying connections which will receive a credit of \$150)

- To qualify for the credit, the connection must:
 - have been ordered by 30 June 2020; and
 - be service given by 30 September 2020.
- We'll pay you the credit contribution once service has been given.
- You'll need to refund any credit we pay to you on a pro-rated basis for a connection that leaves our broadband network or downgrades within 12 months of being service given.

The Enterprise Connect Offer runs from 1 March 2019 until 30 June 2020, subject to the terms of this letter as set out in the Appendix.

Sign up

If you have any questions please contact your account manager. If you accept this offer, please sign this letter and return it to us. You'll need to do so by 18 December 2019 or you'll miss out on participating in this Offer.

Yours faithfully

[Customer's Company Name]

agrees to the terms of the Chorus Enterprise Business Offer as set out in this letter and attached appendix

Ed Hyde
Chief Customer Officer

Chorus New Zealand Limited

Authorised Signatory Name:
Authorised Signatory Position:
Organisation:
Date:

**APPENDIX
AMENDED TERMS OF THE OFFER**

Terms of the Chorus Enterprise Connect Offer

The terms of the **Chorus Enterprise Connect Offer** between Chorus New Zealand Limited (**Chorus**) and you (**Offer**) are as follows:

Term

1. The Offer will commence from 1 March 2019.
2. The Offer will terminate on 30 June 2020 unless extended pursuant to clause 3 or shortened pursuant to clause 4 (**Termination Date**).
3. Chorus may extend the time period or extend the scope of the Offer by giving 30 days' notice in a Customer Update.
4. We may withdraw, or further restrict the scope of, the Offer before the Termination Date. If this occurs, we will try and consult with you and we will give you 60 days' notice unless we're required to withdraw or restrict the scope of the Offer due to an external event, in which case the notice may be shorter.

Qualifying Connections

5. Qualifying Connections are those connections which:
 - (a) satisfy the eligibility criteria set out in Part A below;
 - (b) are ordered by you between 1 January 2020 and the Termination Date; and
 - (c) are service given on or before 30 September 2020.

How does the credit contribution to your costs work?_

6. Not used.
NGA Business
7. Starting 1 January 2020, Chorus will pay a contribution to your costs to migrate customers to any of the Qualifying Connection types as set out below:

Qualifying Connection Type	Credit Contribution
New Connection (NGA Business (BS 3/3A and BS 3/3A Accelerate (all variants)))	\$300
Upgrade Connection (NGA Evolve (BS 2 (all variants) to NGA Business (BS 3/3A or BS 3/3A Accelerate (all variants)))	
Upgrade Connection (existing NGA Business (BS 3/3A or BS 3/3A Accelerate to higher CIR BS 3/3A or BS 3/3A Accelerate plans)	\$150

How will the credit contribution to your costs be applied?

8. Each month we will identify the connections which have qualified as a Qualifying Connection in the preceding month and pay an amount equal to the value of the aggregated credits applicable to those Qualifying Connections as set out in clause 7.
9. We will let you know if there are any changes to the way the credits are applied.

10. Once a Qualifying Connection is service given, we will monitor the network status of the address of the Qualifying Connection. If such a Qualifying Connection is:
- (a) downgraded to an alternative broadband connection on our network at any time during the 12 months period from the date of service given and remains downgraded for at least 30 days; or
 - (b) disconnected from our broadband network at any time during the 12 month period from the date of service given and remains disconnected for at least 30 days,
- in each case we may require you to repay part of any credit contribution we have paid to you under this Offer as set out in Part B below.
11. We may set off any amount that you owe to us (whether under the terms of this Offer or otherwise) against any amount payable by us to you under the terms of this Offer. We will let you know if we set off any amounts in accordance with this clause 11.

Conditions

12. By accepting the Offer, you agree that:
- (a) You will make any repayments we require from you in accordance with clause 10 (**Repayments**). Nothing in this clause precludes you from disputing any Repayments under the applicable relevant terms identified in clause 14.
 - (b) If, in Chorus' reasonable opinion, you are not complying with any of the terms of the Offer, Chorus may at any time and from time to time do any or all of the following:
 - (i) meet with you in good faith to discuss our concerns and what you are doing to comply;
 - (ii) suspend the credit contribution and/or transaction credits until the issue is resolved; and/or
 - (iii) terminate this Offer by 30 days' written notice to you.

For the purposes of this clause 12(b), "**good faith**" means the need to work together in an open, co-operative, honest and fair manner, provided that nothing prevents a party from acting in its own self-interest.

Exclusions

13. The Offer only applies to orders or transaction types set out in Part A below and will not apply to any other orders including the following:
- (a) Gigatown plans;
 - (b) Secondary plans;
 - (c) Education plans;
 - (d) Any fibre plans ordered at Smart Locations;
 - (e) Any addresses where there is a current business legacy service¹ or HSNS Premium/Bitstream 4 service on the Chorus Network;
 - (f) No transaction or transfer charges are waived under this offer.
 - (g) Hyperfibre plans.

Application of relevant terms

14. Except as expressly provided under this Offer:
- (a) the Basic VDSL Amended Factsheet terms (which in turn adopts UBA STD terms);

¹ UPC; LDBS; BFAS.

- (b) the UBA STD;
- (c) Boost VDSL Service Appendix;
- (d) UFB Reference Offer;
- (e) Next Generation Access (NGA) Residential Install Offer; and
- (f) UFB Business Install Offer,

each continue to apply to Basic VDSL, UBA, Boost VDSL services and fibre services (as applicable).

See Part A and B **below**.

Part A - Eligibility Criteria

Qualifying Connection type	Eligibility criteria
<p>New Connection (BS 3/3A or BS 3/3A Accelerate)</p> <ul style="list-style-type: none"> • No fibre intact or copper connection to BS 3/3A or BS 3/3A Accelerate • UCLL to BS 3/3A or BS 3/3A Accelerate • ADSL to BS 3/3A or BS 3/3A Accelerate • VDSL/Boost VDSL to BS 3/3A or BS 3/3A Accelerate • BS 2/2 Accelerate to BS 3/3A or BS 3/3A Accelerate 	<p>There is either:</p> <ul style="list-style-type: none"> • no existing copper or fibre service provided over the Chorus network at the address (i.e. the address is offnet); or • an existing UCLL, ADSL or VDSL/Boost VDSL or BS 2/2 Accelerate connection to the Chorus network which is used to provide retail services at the address – by you or another service provider. <p>The address must be identified by Chorus as having fibre available, being capable of upgrading to fibre and having no fibre intact at the address.</p> <p>You must order a fibre new connection for business segment on a Chorus NGA Business (BS 3/3A or BS 3/3A Accelerate) plan.</p>
<p>Upgrade Connection (BS 3/3A/BS 3/3A Accelerate) – BS 2 or BS 2 Accelerate to BS 3/3A or BS 3/3A Accelerate</p>	<p>There is an existing fibre Chorus (NGA Evolve (BS 2 or BS 2 Accelerate) service provided over the Chorus network at the address – by you or another service provider.</p> <p>You must order a fibre upgrade to a Chorus NGA Business (BS 3/3A or BS 3/3A Accelerate) plan.</p>
<p>Upgrade Connection (BS 3/3A/BS 3/3A Accelerate) –BS 3/3A or BS 3/3A Accelerate to BS 3/3A or BS 3/3A Accelerate higher CIR plan</p>	<p>There is an existing fibre Chorus NGA Business (BS 3/3A or BS 3/3A Accelerate) service provided over the Chorus network at the address – by you or another service provider.</p> <p>You must order a fibre upgrade to a higher CIR Chorus NGA Business (BS 3/3A or BS 3/3A Accelerate) plan.</p>

Part B – Pro-rated repayments for disconnection or downgrade

Date of disconnection or downgrade from service given	Credit contribution	
	\$150	\$300
Under 1 month	\$150.00	\$300.00
1 month but less than 2 months	\$137.50	\$275.00
2 months but less than 3 months	\$125.00	\$250.00
3 months but less than 4 months	\$112.50	\$225.00
4 months but less than 5 months	\$100.00	\$200.00
5 months but less than 6 months	\$87.50	\$175.00
6 months but less than 7 months	\$75.00	\$150.00
7 months but less than 8 months	\$62.50	\$125.00
8 months but less than 9 months	\$50.00	\$100.00
9 months but less than 10 months	\$37.50	\$75.00
10 months but less than 11 months	\$25.00	\$50.00
11 months but less than 12 months	\$12.50	\$25.00