



Recipient name  
Organisation  
Address Line 1  
Address Line 2  
Address Line 3

Chorus New Zealand Limited  
Chorus House  
66 Wyndham Street  
AUCKLAND

[Date]

Dear [ ]

## Enhanced Bitstream 4 Technical Trial

### Introduction

Chorus New Zealand Limited (**Chorus**) is developing and wishes to trial an Enhanced Bitstream 4 service. If the technical trial, and subsequent field trials are successful, we intend to launch this service, subject to any required approvals.

### Why are we doing this?

The trial will enable Chorus and Service Providers to evaluate the features and attributes of the Enhanced Bitstream 4 service.

The trial will also enable Chorus to develop and finalise its processes and systems for provisioning and supporting Enhanced Bitstream 4.

The trial terms, including the Enhanced Bitstream 4 Service Description, are set out in the Appendix to this letter (**Trial**).

### 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

**[RSP Name]** Agrees to the terms and conditions of Enhanced Bitstream 4 Trial Agreement

Tim Harris  
Chief Commercial Officer, Marketing & Sales  
Chorus New Zealand Limited

Authorised Signatory Name:

Authorised Signatory Position:

# APPENDIX

## APPENDIX 1

### Terms of the Trial

#### Term

1. The Trial is available for you to accept from 21<sup>st</sup> August 2017 until 30<sup>th</sup> September 2017.
2. The Trial is effective from the date you sign this letter (**Commencement Date**).
3. The Trial Agreement will terminate on the earlier of:
  - (a) 31 March 2018 (**Termination Date**); or
  - (b) The commencement of the Enhanced Bitstream 4 Field Trial. This will require a separate Trial Agreement with different terms and conditions.

#### Technical Trial

4. The key details of the Trial are:

Technical trial	
Locations	Auckland UFB Coverage Area
Connections	1 - 4 instances per Service Provider
Ordering	Service Providers submit orders through completing an excel template and then emailing this to <a href="mailto:BS4Pilot@Chorus.co.nz">BS4Pilot@Chorus.co.nz</a>
Logging Faults	Faults cannot be logged through OFM and must be manually processed by submitting problem reports to <a href="mailto:BS4Pilot@Chorus.co.nz">BS4Pilot@Chorus.co.nz</a> .
Availability of Trial	To be commenced between 21 <sup>st</sup> August and 30 <sup>th</sup> September 2017
Ancillary Service Levels	The Trial is not intended for commercial operations and all ancillary service levels are reasonable endeavours, subject to resource availability.

5. The Service Provider may migrate any Connections in the Technical Trial to the Field Trial when the Field Trial commences. This will be arranged through the Trial coordinators.
6. The Trial will be limited to the following Connections:
  - (a) those Connection set out in the table in clause 4 for each Service Provider;
  - (b) 20 connections in aggregate amongst all Service Providers. Chorus will allocate the connections amongst the Service Providers who indicate an interest in the trial. Where there is insufficient total connections to meet all Service Provider requests the connections will be allocated on the basis of the date that Service Providers sign the Trial letter.

#### Trial Details

7. We will agree with you the locations of the Connections that will be involved in the Trial, including timing and volumes.

8. The parties will notify each other of their Trial coordinators, who will act as a point of escalation, establish joint meetings and coordinate any specific Trial activities.

### ***Install***

9. A Standard Install for the Trial Connections are described in the Bitstream Operations Manual except that the ONT will be a NID which includes the following:
  - (a) supply and connection of fibre pigtail up to 1m long between the Fibre Lead-in termination point and the NID if required; and
  - (b) testing to ensure the Bitstream Service is within the technical specification set out in Appendix B to the Service Description.
10. The Service Provider or End User is responsible for power for the NID. The location of the NID must be a suitable environment for electronic equipment being generally a dry, clean indoor area with adequate ventilation.

### ***What are the charges?***

11. The New Connection, Modify and Recurring Charges for the Trial Services will be free of charge for the Technical Trial. All other usual Charges will apply.

### ***Service Description***

12. The Service Description for the Trial is set out in Appendix 2. For the purposes of the Service Description, references to the Trial Agreement are references to this letter. Chorus may during the Trial amend the Service Description by giving written notice to the Service Provider.

### ***What happens at the end of the Trial?***

13. At the end of the Trial, Chorus will notify the Service Provider if and field trial will commence and:
  - (a) If the Enhanced Bitstream 4 Field Trial is available, the Service Provider may elect to continue its connections in the technical Trial or migrate them to the Enhanced Bitstream 4 Field Trial. It may take up to a month for Chorus to update its records to reflect this change;
  - (b) If the Enhanced Bitstream 4 Field Trial or Service is not available, Chorus will remove all active Enhanced Bitstream 4 Trial Services.

### ***Application of relevant terms***

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

## **APPENDIX 2**

Service Description for Enhanced Bitstream 4 Trial