

[Insert company name and address details]

[] 2013

Dear []

RBI SERVICES AGREEMENT

Introduction

This letter sets out the terms of Chorus New Zealand Limited's (**Chorus**) RBI Services Agreement under which it offers rural telecommunication services.

Background

Rural Telecommunications Services have been developed by Chorus with the intention of achieving an optimal competitive outcome for end-users, having regard to the limited funding available. The infrastructure provided under the Rural Broadband Initiative (**RBI**) is important to New Zealand and will enable the supply of services to rural schools and communities. These services include a range of copper and fibre based service that enable a Service Provider to offer services to end-users in rural areas.

Chorus has an agreement with the Ministry of Business, Innovation & Employment (**MBIE**) to make Rural Telecommunications Services available to Service Providers so they can in turn provide services to their customers in rural areas. These services are provided in accordance with the Rural Broadband Agreement dated 20 April 2011, as transferred to Chorus by notice effective 1 December 2011 and updated from time to time (**RBI Agreement**¹).

The funding restrictions do however limit the availability of these Rural Telecommunications Services to particular parts of Chorus' network that have been deployed under this Agreement, and limits the use of some Rural Telecommunications Services to Service Providers using them to deliver services to specific priority users.

¹ A public version is available at www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts

In accordance with the RBI Agreement Chorus provides the Service Providers with the Rural Telecommunication Services to RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI Mobile Sites, RBI Libraries, RBI Rural Health Centres and RBI End User Premises² on the terms set out in this letter and the attached schedules (**RBI Services Agreement**).

Acceptance

The RBI Services Agreement is available for you to accept now and comes into effect from the date you sign this letter.

You may accept the terms on which Rural Telecommunication Services are offered by Chorus by signing this RBI Services Agreement and returning a copy of it to your Chorus Account Manager. Signing this letter will not require you to take Services, or sign the Chorus Reference Offer.

If you have any questions about this RBI Services Agreement or the services offered under it, please contact your Chorus Account Manager.

Yours faithfully

[insert company name]

Victoria Crone

General Manager, Marketing & Sales

Chorus New Zealand Limited

Acknowledges that these are the terms on which Chorus agrees to provide the RBI STD Services and RBI Fibre Services and agrees to the terms and conditions of this RBI Services Agreement.

Name of Authorised Signatory:

Position of Authorised Signatory:

² See Schedule 1 for definitions for RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI Mobile Sites, RBI Libraries, RBI Rural Health Centres and RBI End User Premises.

RBI Services Agreement

Rural Telecommunication Services

1. The terms on which Rural Telecommunication Services are provided differ between services.
2. The first category of services are provided on terms based on the relevant Standard Terms Determinations subject to certain modifications specific to Rural Telecommunication Services (**RBI STD Services**).
3. In particular, the following RBI STD Services will be provided on the terms set out in the relevant STD, except as amended by this RBI Services Agreement as noted below.
 - RBI Backhaul Service on the terms set out in Schedule 2;
 - RBI Sub-loop Backhaul Service on the terms set out in Schedule 3;
 - RBI Co-location Service on the terms set out in Schedule 4;
 - RBI Sub-loop Co-location Service on the terms set out in Schedule 5; and
 - RBI UBA Service on the terms set out in Schedule 6.
4. Any reference in the STD to an Access Seeker shall, for the purposes of the RBI STD Services, be deemed to be a reference to a Service Provider.
5. The second category of services are provided on terms based on the Chorus Reference Offer³ for Ultra Fast Broadband (**UFB**) subject to certain modifications specific to Rural Telecommunications Services (**RBI Fibre Services**).
6. In particular, the following RBI Fibre Services will be provided on the terms set out in the Chorus Reference Offer, except as amended by this RBI Services Agreement as noted below:
 - RBI Layer 1 Inter-exchange Backhaul Service on the terms set out in Schedule 7;
 - RBI Direct Fibre Access Service on the terms set out in Schedule 8;
 - RBI Bitstream 3a and RBI Bitstream 4 Services to Priority Users on the terms set out in Schedule 9; and
 - RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services to RBI End User Premises on the terms set out in Schedule 10.
7. In relation to the RBI Fibre Services, we note at the outset that there are different terms including terms relating to availability, ordering and connection charges depending what the services are and to whom the services are provided. Key points to note are:

³ See definition in Schedule 1.

- The availability of and Connection Charges for RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services to RBI End Users are dependent on satisfying either RBI Urban Density Area Criteria; RBI Medium Rural Density Area Criteria or RBI Other Area Criteria.⁴
- RBI Bitstream 3a Services are available to Priority Users (RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI Mobile Sites, RBI Libraries and RBI Health Centres) on different terms to RBI End Users.
- RBI Bitstream 4 Services are only available to Priority Users (RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI Mobile Sites, RBI Libraries and RBI Health Centres).
- The availability of RBI Bitstream 3a and RBI Bitstream 4 Services to RBI Libraries is dependent on MBIE approval and incorporation into Chorus build programme. Consequently a special ordering process applies⁵.
- The availability of RBI Bitstream 3a and RBI 4 Bitstream Services to RBI Rural Health Centres is dependent on satisfying either RBI Urban Density Area Criteria; RBI Medium Rural Density Area Criteria or RBI Other Area Criteria; Chorus and Service Provider agreement on deployment costs which the Service Provider must pay and incorporation into Chorus build programme. Consequently a special ordering process applies.⁶

Amendments to relevant STDs or the Chorus Reference Offer

8. Any changes to the relevant STDs or the Chorus Reference Offer will automatically apply to the RBI STD Services or RBI Fibre Services (as the case may be), unless the changes apply to specific terms modified in this RBI Services Agreement.

RBI Term

9. Notwithstanding anything in any Standard Terms Determination or the Chorus Reference Offer, the RBI STD Services and RBI Fibre Services shall be supplied by Chorus from the date you sign the RBI Services Agreement until at least the earlier of:
 - a) in relation to the RBI STD Services, the relevant STD expires or is terminated in accordance with the provisions of the Telecommunications Act 2001; or
 - b) in relation to the RBI Fibre Services, the Chorus Reference Offer expires or is terminated; or

⁴ See Schedule 10 clause 1.3 for definitions of RBI Urban Density Area Criteria; RBI Medium Rural Density Area Criteria or RBI Other Area Criteria.

⁵ See Schedule 9 , clause 5.3 and appendix A of that schedule.

⁶ See Schedule 9 clause 5.4 and appendix B of that schedule.

- c) three years after the date on which Chorus completes the Design and Build Services (which is expected to be in 2016) in the RBI Agreement.

(collectively **RBI Term**)

- 10. At the end of the RBI Term, Chorus will continue to supply the RBI STD Services and RBI Fibre Services on the terms set out in this RBI Services Agreement, provided that Chorus may terminate all or any part of the RBI STD Services or RBI Fibre Services by giving the Service Provider at least 12 months written notice.

Definitions

- 11. Unless defined in Schedule 1, the terms used in this RBI Services Agreement, including those used in the Schedules, shall have the same meaning as the relevant STD or Chorus Reference Offer. If any term is defined in Schedule 1 and is also defined in an STD or Chorus Reference Offer, the definition in Schedule 1 shall prevail.

Schedule 1

Definitions

Except where expressly provided otherwise, in this RBI Services Agreement:

Additional Lead In Fee means a Charge of \$5 per metre for each metre of Community Lead In Deployment in an open trench beyond 100 metres as part of Deployment of Community Lead In to RBI End User Premises.

Cabinet Feed means a fibre optic or Digital Microwave Radio connection along a route between a Rural Cabinet and the nearest LBAP.

Chorus Reference Offer means the terms and conditions on which Chorus offers telecommunication services over its Ultra Fast Broadband fibre network are available at www.chorus.co.nz/agreements/ufbervices.

Connection Costs means Charges based on connection costs which are to be calculated in accordance with the following requirements:

- (a) The costs are calculated to recover the capital expenditure that Chorus attributes to the Community Lead In, as and when that capital expenditure is accounted for by Chorus in accordance with IFRS and Chorus' usual accounting policies and practices, subject to (b) to (d) below.
- (b) In calculating these costs, Chorus will capitalise internal labour at the same labour rates used by Chorus for self-funded capital projects.
- (c) Product development and interest costs are excluded. The Connection Costs will exclude any product development costs or interest costs.
- (d) The costs will exclude any costs in excess of what a skilled and experienced contractor in Chorus' position would reasonably incur in similar circumstances.

Community Lead In means the installation of fibre lead in to RBI End User Premises on the terms specified in Schedule 10, appendix A of this Agreement.

Construction Period means each successive period of 6 months, commencing on 1 July and 1 January in each year, until there are no further deployment activities which Chorus is required to perform under the RBI Agreement.

Consultation Period in relation to a Construction Period, means the corresponding "Consultation Period" specified Schedule 3 Appendix A of the RBI Agreement on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts (as updated from time to time).

Design and Build Services means the Deployment activities further described in Schedule 2 of the RBI Agreement, including all activities that are ancillary to

those services, but excluding any activities which the RBI Agreement expressly designates as the responsibility of the MBIE or a third party.

Detailed Plan has the meaning set in clause 1 of Schedule 3 of the RBI Agreement on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

Deployed means carrying out all the relevant “deployment activities” that Chorus is required to carry out in accordance with the RBI Agreement.

End User Premises means an individual household or business premise, with a unique address recognised by New Zealand Post.

Hospital Connection means a fibre optic connection along a route between an LBAP and a RBI Hospital or RBI Integrated Family Health Centre, being those connections identified as “Hospital Connections” in the Hospital tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

Grant Funded Cabinet means any Rural Cabinet funded under the RBI Agreement and identified as a “Grant Funded Cabinet” in the Cabinets tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

LBAP means a Chorus exchange specified as a “Local Broadband Aggregation Point” in the LBAP tab of the RBI RPOP and LBAP folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

Library Connection means a fibre optic connection along a route between an LBAP and a Library, being those connections identified as “Library Connections” in the RBI Libraries and Libraries Connections List folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time). Please note that upon release of the first draft of the final Detailed Plan required for the completion of the Design and Build Services (excluding Deployment of Rural Health Centre Connections and Library Connections), any remaining Library Connections not already subject to a finalised SP Library Order will be immediately and automatically removed from RBI Libraries and Libraries Connections List and this Agreement.

NID means a “Network Interface Device”, which is an active device at an end user site that terminates the fibre and provides an electrical interface to the end user.

OFM means any online faults management system as used by Chorus and Service Providers, as updated from time to time.

OO&T means any online ordering or tracking system as used by Chorus and Service Providers, as updated from time to time.

Priority User means a RBI School, a RBI Hospital, a RBI Integrated Family Health Centre, a RBI Rural Health Centre, a RBI Library and a RBI Wireless Operator.

RBI End User Premises means an End User Premises which satisfies either the RBI Urban Density Area Criteria, RBI Medium Density Area Criteria or RBI Other Area Criteria.

RBI Hospital means a hospital identified in the spreadsheet of Hospital Connections in the Hospital tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts (as updated from time to time).

RBI Integrated Family Health Centre means an Integrated Family Health Centre identified in the spreadsheet of Hospital Connections in the Hospital tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

RBI Library means a Library identified in the spreadsheet of Library Connections in the RBI Libraries and Libraries Connections List folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

RBI Medium Rural Density Area Criteria means the criteria set out in Schedule 10 clause 1.3 of this Agreement.

RBI Mobile Site means a site at which Chorus and Vodafone have constructed or will construct a new cell site under the Vodafone RBI Agreement, being a site identified in the Wireless CBDP Backhaul Connections folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time) .

RBI Other Area Criteria means the criteria set out in Schedule 10 clause 1.3 of this Agreement.

RBI Rural Health Centre means a Rural Health Centre identified in the spreadsheet of Rural Health Centre Connections in the RBI Rural Health Centres and Rural Health Centre Connections folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time) (but excludes any RBI Hospital or RBI Integrated Family Health Centre). Note that upon release of the first draft of the final Detailed Plan required for the completion of the Design and Build Services (excluding Deployment of Rural Health Centre Connections and Library Connections), any remaining Rural Health Centre Connections not already subject to a finalised SP Rural Health Centre Order will be immediately and automatically removed from this Agreement.

RBI School means a school identified in the spreadsheet of School Connections in the Schools tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

RBI School Lead In means installation fibre lead in for RBI Schools on the terms specified in Schedule 10 of the RBI Agreement details of which are set out in www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts

RBI Urban Density Area Criteria means the criteria set out in Schedule 10 clause 1.3 of this Agreement.

RBI Wireless Operator means a service provider under the RBI Agreement operating a radio transmission system located at a RBI Mobile Sites.

RBI Zone (Funded Network) means the RBI fibre network funded by MBIE in RBI areas. Shape files indicating the boundaries of the RBI areas are available on www.chorus.co.nz/rural-broadband-initiative.

RHC Connection Costs means the capital expenditure that Chorus attributes to SP Rural Health Centre Orders for RBI Rural Health Centre Connections in appendix B of Schedule 9 of this Agreement, as and when that capital expenditure is accounted for by Chorus in accordance with IFRS and Chorus' usual accounting policies and practices. For the purposes of this definition, Chorus will: (i) capitalise internal labour at the same labour rates used by Chorus for self-funded capital projects; (ii) exclude all product development costs and interest costs; (iii) exclude all costs in excess of what a skilled and experienced contractor in Chorus' position would reasonably incur in similar circumstances; and (iv) exclude all capital expenditure attributable to any assets that Chorus is required to Deploy as part of a School Connection or Hospital Connection regardless of whether it proceeds with Deployment of the Rural Health Centre Connection.

RPOP means a Chorus exchange specified as a "Regional Point of Presence" in the RPOP tab of the RBI RPOP and LBAP folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

Rural Backhaul Connection means a backhaul connection between specified RPOP and LBAP routes, each route specified in the LBAP tab of RBI RPOP and LBAP folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

Rural Cabinet means a broadband cabinet identified as a "Fixed Line CDBP Cabinet" in the Cabinets tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts.

Rural Link means a School Connection, a Hospital Connection, a Rural Health Centre Connection, a Library Connection, a Wireless CDBP Backhaul Connection or a Rural Backhaul Connection.

Rural Telecommunication Services means all of the backhaul services, co-location services, layer 1 and layer 2 access services that Chorus is required to provide under the RBI Agreement.

School Connection means a fibre optic or Digital Microwave Radio connection along a route between an LBAP and a School, being those connections identified as "School Connections" in the Schools tab of the RBI Sites folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

SLU STD means the Standard Terms Determination for the designated service Chorus' sub-loop service of unbundled copper local loop, co-location and backhaul services (Decision 672) as amended from time to time.

SLU Backhaul STD means General Terms of and Service Appendix 3, Schedule 1 (Service Description), Schedule 2 (Price List), Schedule 3 (Service Level Terms) and Schedule 4 (Operations Manual) to the SLU STD.

SLU Co-location STD means General Terms of and Service Appendix 2, Schedule 1 (Service Description), Schedule 2 (Price List), Schedule 3 (Service Level Terms), Schedule 4 (Operations Manual) and Schedule 5 (Access Terms) to the SLU STD.

SP Library Order means a confirmed order from a Service Provider for the supply of Bitstream 3a or Bitstream 4 (as the case maybe) to a RBI Library to which Chorus has not yet Deployed a Library Connection.

SP Rural Health Centre Order means an order from a Service Provider for the supply of Bitstream 3a or Bitstream 4 (as the case maybe) to a RBI Rural Health Centre, to which Chorus has not yet Deployed a Rural Health Centre Connection.

Standard Terms Determination or STD means a standard terms determination made by the Commerce Commission under section 30M of the Telecommunications Act 2001.

UBA STD means the Standard Terms Determination for the designated service Chorus' unbundled bitstream access (Decision 611) as amended from time to time.

UCLL and UCLF Backhaul STD means the Standard Terms Determination for the designated service Chorus' unbundled copper local loop and unbundled copper low frequency network backhaul (telephone exchange to interconnect point) (Decision 626) as amended from time to time.

UCLL and UCLF Co-location STD means the Standard Terms Determination for the designated service Chorus' unbundled copper local loop and unbundled copper low frequency network co-location (Decision 610) as amended from time to time.

Wireless CBDP Backhaul Connection means a fibre optic or Digital Microwave Radio connection along a route between a RBI Mobile Site and an LBAP, being those connections identified in the Wireless CBDP Backhaul Connections folder on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time).

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Schedule 2

RBI Backhaul Service

Chorus will provide the RBI Backhaul Service on the terms and conditions of the UCLL and UCLF Backhaul STD, subject to the following amendments:

1 **Amendments to Certain References**

- 1.1 Any references in the UCLL and UCLF Backhaul STD to "Local Exchange" shall be a reference to "LBAP".
- 1.2 Any references in the UCLL and UCLF Backhaul STD to "ASNAPOI" shall be a reference to "RPOP".

2 **General Terms Amendments**

- 2.1 The definition of "Handover Point" in the General Terms of the UCLL and UCLF Backhaul STD shall be deleted and replaced with the following:

Handover Point means either the LBAP Handover Point or the RPOP Handover Point or both, as the context requires.

- 2.2 Clause 4 of the General Terms of the UCLL and UCLF Backhaul STD shall be deleted and replaced with the following:

4. *Chorus shall make available the UCLL and UCLF Backhaul Service to each Service Provider that has entered into the RBI Services Agreement.*

3 **Schedule 1 (Service Description) Amendments**

- 3.1 Clauses 1.4 to 1.7 of Schedule 1 to the UCLL and UCLF Backhaul STD – Service Description shall be deleted and replaced with the following:

1.4 *Notwithstanding anything else in the UCLL and UCLF Backhaul STD, the UCLL and UCLF Backhaul Service is available on each Rural Backhaul Connection that has been Deployed under the RBI Agreement. A diagram of the UCLL and UCLF Backhaul Service is attached as Appendix A and a specification of the transmission capacity is set out in Appendix B.*

- 3.2 For the purposes of the RBI Backhaul Service, there will only be one link between the Handover Points. Therefore, there are no Primary or Secondary Links and the Service Description shall be modified accordingly.
- 3.3 Clause 8 (Notification of New Unbundled Local Exchanges) of Schedule 1 to the UCLL and UCLF Backhaul STD – Service Description shall be deleted and shall not apply.

4 **Schedule 5 (UCLL and UCLF Backhaul POI Site Related Information)**

Schedule 5 (UCLL and UCLF Backhaul POI Site Related Information) to the UCLL and UCLF Backhaul STD shall be deleted and shall not apply. For the purposes of the RBI Backhaul Service details of the Rural Backhaul Connection, LBAP and RPOP are available on www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts (as updated from time to time).

Schedule 3

RBI Sub-loop Backhaul Service

Chorus will provide the RBI Sub-loop Backhaul Service on the terms and conditions of the SLU Backhaul STD, subject to the following amendments:

1 **Amendments to Certain References**

- 1.1 Any references in the SLU Backhaul STD to "Local Exchange" shall be a reference to "LBAP".
- 1.2 Any references in the SLU Backhaul STD to "Distribution Cabinet" shall be a reference to "Rural Cabinet".

2 **General Terms Amendments**

Clause 4 of the General Terms of the SLU Backhaul STD shall be deleted and replaced with the following:

4. *Chorus shall make available the SLU Backhaul Service to each Service Provider that has entered into the RBI Services Agreement.*

3 **Service Appendix 3, Schedule 1 (Service Description) Amendments**

Clause 1.2 of Service Appendix 3, Schedule 1 to Sub-loop Backhaul STD shall be deleted and replaced with the following:

- 1.2 The Sub-loop Backhaul Service (and its associated functions, including the associated functions of Chorus' operational support systems) is a service that provides transmission capacity in Chorus' Network between the Rural Cabinet Handover Point and the LBAP Handover Point available over each Cabinet Feed that has been Deployed under the RBI Agreement between a Rural Cabinet and the serving LBAP. A diagram of the Sub-loop Backhaul Service is attached as Appendix A.

Schedule 4

RBI Co-location Service

Chorus will provide the RBI Co-location Service on the terms and conditions of the UCLL and UCLF Co-location STD, subject to the following amendments:

1 **Amendments to Certain References**

- 1.1 Any references in the UCLL and UCLF Co-location STD to "Exchange" shall be a reference to "LBAP" or "RPOP" as applicable.
- 1.2 Any references in the UCLL and UCLF Co-location STD to "Distribution Cabinet" shall be a reference to "Rural Cabinet".

2 **General Terms Amendments**

Clause 4 of the General Terms of the UCLL and UCLF Co-location STD shall be deleted and replaced with the following:

4. *Chorus shall make available the Co-location Service to each Service Provider that has entered into the RBI Services Agreement.*

3 **Schedule 1 (Service Description) Amendments**

The following new clause 1.5 shall be inserted in Schedule 1 to UCLL and UCLF Co-location STD:

- 1.5 *Notwithstanding anything else in the UCLL and UCLF Co-location STD, Chorus is only required to make the Co-location Service available in any local Exchange that is an LBAP or an RPOP to which a Rural Link has been Deployed under the RBI Agreement, except that the RBI Co-location Service may additionally be used to house equipment for the purpose of delivering services to a RBI School, RBI Hospital, RBI Integrated Family Health Centre or RBI Wireless Operator over a School Connection, Hospital Connection or Wireless CDBP Backhaul Connection (as the case may be) Deployed under the RBI Agreement.*

Schedule 5

RBI Sub-loop Co-location Service

Chorus will provide the RBI Sub-loop Co-location Service on the terms and conditions of the SLU Co-location STD, subject to the following amendments:

1 **Amendments to Certain References**

- 1.1 Any references in the SLU Co-location STD to "Distribution Cabinet" shall be a reference to "Rural Cabinet".

2 **General Terms Amendments**

Clause 4 of the General Terms of the SLU Co-location STD shall be deleted and replaced with the following:

4. *Chorus shall make available the Sub-loop Co-location Service to each Service Provider that has entered into the RBI Services Agreement.*

3 **Service Appendix 2, Schedule 1 (Service Description) Amendments**

The following new clauses 1.4 to 1.8 shall be inserted in Service Appendix 2, Schedule 1 to SLU Co-location STD:

- 1.4 *Subject to the Early Commitment process outlined below and notwithstanding anything else in the SLU Co-location STD, Chorus is only required to make the Sub-loop Co-location Service available in each Rural Cabinet Deployed under the RBI Agreement.*

Early Commitment process

- 1.5 *If a Service Provider wishes to take the Sub-loop Co-location Service, it shall place a Preliminary Order in accordance with clause 13 of the Sub-loop Co-location Operations Manual. Chorus will consult with the Service Providers during each Consultation Period on its plans for Deployment of Rural Cabinets during the relevant Construction Period.*
- 1.6 *If, prior to the end of the Consultation Period, a Service Provider makes binding commitments in favour of Chorus to take the Sub-loop Co-location Service in one or more of the relevant Rural Cabinets on terms reasonably acceptable to Chorus and for a period of at least 24 months ("**Early Commitment**"), then, subject to the rights of any third party under Service Appendix 2 of the SLU Co-location STD, Chorus will ensure that, when Deployed, the relevant Rural Cabinet has sufficient capacity to accommodate both*

Chorus' own needs and the capacity ordered by the Service Provider under the Early Commitment.

- 1.7 *If, as a result of an Early Commitment, Chorus Deploys a Rural Cabinet of a different type from that which it would have Deployed but for the Early Commitment ("**Default Type**"), then where a Service Provider subsequently withdraws from its Early Commitment, or terminates the RBI Sub-loop Co-location Service order before the end of the minimum period recorded in the Early Commitment, Chorus may require the Service Provider to pay Chorus the incremental difference between the cost of Deploying the Rural Cabinet and the cost that Chorus would have incurred had it Deployed a cabinet of the Default Type.*
- 1.8 *Where a Service Provider requests the RBI Sub-loop Co-location Service outside of the Early Commitment process, Chorus is only required to provide the service if and to the extent that there is space in the relevant Rural Cabinet(s).*

4 **Service Appendix 2, Schedule 2 (Price List) Amendments**

For the purposes Service Appendix 2, Schedule 2 (Price List) of the SLU Co-location STD, the Charges shall be calculated subject to the following conditions:

- 4.1 In relation to each Rural Cabinet that is a Grant Funded Cabinet, the Charges will be subject to the following adjustments:
 - (a) in calculating service component 2.1 of the table in Service Appendix 2, Schedule 2 (Price List) of the SLU Co-location STD, the variable B_1 will be set at \$0, and the variable B_2 will be divided by 11; and
 - (b) in calculating service component 2.2 of the table in Service Appendix 2, Schedule 2 (Price List) of the SLU Co-location STD, the variable P will be divided by 11.
- 4.2 In relation to each Rural Cabinet that is not a Grant Funded Cabinet, no adjustments shall be made and the Charges will be as per Appendix 2, Schedule 2 (Price List) of the SLU Co-location STD.

Schedule 6

RBI UBA Service

Chorus will provide the RBI UBA Service on the terms and conditions of the UBA STD, subject to the following amendments:

1 **Amendments to Certain References**

- 1.1 Any references in the UBA STD to "Local Exchange" shall be a reference to "LBAP".
- 1.2 Any references in the UBA STD to "First Data Switch" or "Handover Point" shall be a reference to "RPOP".
- 1.3 Any references in the UBA STD to "Distribution Cabinet" shall be a reference to "Rural Cabinet".

2 **General Terms Amendments**

Clause 4 of the General Terms of the UBA STD shall be deleted and replaced with the following:

4. *Chorus shall make available the UBA Service to the Service Provider.*

3 **Schedule 1 (Service Description) Amendments**

The following new Clause 2.5 shall be inserted in Schedule 1 to UBA STD:

- 2.2 *Notwithstanding anything else in the UBA STD, Chorus is only required to make the UBA Service available using Cabinet Feeds that have been Deployed under the RBI Agreement. To avoid doubt, these handover points are the FDS Locations.*

Schedule 7

RBI Layer 1 Inter exchange Backhaul Service

Chorus will provide the RBI Layer 1 Inter exchange Backhaul Service on the terms of UFB Intra-Candidate Area Backhaul Service (UFB ICABs Service) provided under the Chorus Reference Offer,⁷ subject to the following amendments:

1 Amendments to the General Terms

1.1 The General Terms in the Chorus Reference Offer apply to provision of RBI Layer 1 Inter-exchange Backhaul Services subject to the extent modified below.⁸

1.2 The following Defined terms in clause 1.3 of the General Terms are modified as follows:

(a) RBI Layer 1 Inter exchange Backhaul is deemed to be a Wholesale Service as defined in clause 1.3 of the General Terms. However, it is not a Base Wholesale Service as defined in clause 1.3 or for the purposes of the Chorus Reference Offer. Consequently:

(i) clause 5.2 (d) of the General Terms (relating to ending supply of Base Wholesale Services) does not apply.

(ii) clause 24.6 of the General Terms (relating to Price Cap Changes) does not apply.

(b) Any references to "Candidate Area" shall be a reference to the "RBI Zone (Funded Network)";

(c) Any reference to the "Term" shall be a reference to the "RBI Term" as defined in paragraph 12 of the letter forming part of this RBI Services Agreement. Clause 2.1 of the General Terms is modified accordingly.

1.3 The RBI Layer 1 Inter exchange Backhaul Service is available to support the delivery of retail telecommunication services on Rural Backhaul Connections where all new end to end fibre is Deployed from the relevant RPOP to the LBAP. Clauses 4.1 and 4.4 of the General Terms are modified accordingly.

1.4 Clause 6.5 of the General Terms relating to Service rebates does not apply.

⁷ The terms of UFB Intra-Candidate Area Backhaul Service provided under the Chorus Reference Offer are comprised in the following document: Fibre Backhaul Services: Service Description for Intra-Candidate Area Backhaul Service (**ICABs Service Description**). The ICABs Service Description incorporates by reference the General Terms; Price List; Direct Fibre Access Service (layer 1) - Service Level Terms for Direct Fibre Access Service (layer 1); and Direct Fibre Access Service - Operations Manual subject to the amendments specified in the ICABs Service Description.

⁸ Clauses 1.6 and 1.7 of the ICABs Service Description which modify the General Terms do not apply.

- 1.5 RBI Layer 1 Inter exchange Backhaul Service is not subject to a Price Cap. Consequently clause 7.1(c) of the General Terms does not apply.
- 1.6 Clause 22.5 of the General Terms relating to termination of the NIPA does not apply.

2 **Amendments to the ICABs Service Description**

- 2.1 The ICABs Service Description applies to the provision of RBI Layer 1 Inter exchange Backhaul Service except to the extent modified below:
- 2.2 The following terms in the ICABs Service Description are modified as follows:
- (a) Any references to LFC Central Office or Central Office is replaced by LBAP or RPOP (as the case maybe); and
- (b) Any reference to CO & POI Co-location Service is replaced by RBI Co-location Service.
- 2.3 Clause 2.1.1 of the ICABs Service Description is modified by the addition of:

The RBI Layer 1 Inter exchange Backhaul Service is a backhaul service to support the delivery of retail telecommunication services on Rural Backhaul Connections where all new end to end fibre is Deployed from the relevant RPOP to the LBAP.

- 2.4 Any clauses in the ICABs Service Description which relates to the "bandwidth managed variant" does not apply to the RBI Layer 1 Inter exchange Backhaul Service.

3 **Amendments to the Price List**

- 3.1 All Charges in the Chorus Reference Offer Price List for the UFB ICABs Service apply to RBI Layer 1 Inter exchange Backhaul except to the extent modified below:
- 3.2 Transactional Charges and Reoccurring Charges set out in the ICABs Service Description (Item 4.1–4.2 and 9.1–9.8) do not apply to RBI Layer 1 Inter exchange Backhaul Services and are replaced with items 4.1 and 9.1 below:

Service component	Description	Charge invoiced	Charge
4.1 (a) RBI Layer 1 Inter exchange Backhaul Service - fibre optic new Connection of a Rural Backhaul Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RPOP to the LBAP	The establishment of the first service instance of the RBI Layer 1 Inter exchange Backhaul Service (i.e. there is no RBI Layer 1 Inter exchange Backhaul Service Transfer) for a fibre optic Rural Backhaul Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RPOP to the LBAP. The service is established from the provision of the dark fibre variant of the UFB ICABs Service described in clause 2.1.1 and	N/A	POA

Service component	Description	Charge invoiced	Charge
	2.3.1 of ICABs Service Description		
9.1 RBI Layer 1 Inter exchange Backhaul Service -Monthly Charge	RBI Layer 1 Inter exchange Backhaul Service Standard Monthly Charge	Charge Invoiced monthly	POA

4 **Amendments to the Service Level Terms in ICABS Service Description**

4.1 The Service Levels for Intra Candidate Area Backhaul Service in the ICABs Service Description apply to provision of RBI Layer 1 Inter exchange Backhaul Service except to the extent modified by Schedule 11 of this Agreement.

5 **Amendments to the Direct Fibre Access Service Operations Manual**

5.1 The Direct Fibre Access Service Operations Manual in the Chorus Reference Offer as modified by the ICABs Service Description applies to provision of RBI Layer 1 Inter exchange Backhaul Service except to the extent modified below:

5.2 Forecasts for RBI Layer 1 Inter exchange Backhaul Service are to be included in the forecast figures provided in accordance with Part 2 – FORECASTING of the Direct Fibre Access Service Operations Manual. The total of all Intra Candidate Area Backhaul Service variants forecast numbers, including RBI Layer 1 Inter exchange Backhaul Service, will be used to calculate any limits or thresholds in the forecasting process. Part 2 is modified accordingly.

5.3 Clause 9.2.1 of the Direct Fibre Access Service Operations Manual is amended by adding the following:

The Service Provider must add in the comments field in any Service Request for RBI Layer 1 Inter exchange Backhaul Service that the Service Request relates to RBI Layer 1 Inter exchange Backhaul Service under the RBI Services Agreement;

5.4 The definitions in the glossary of the Direct Fibre Access Service Operations Manual are amended as follows:

- (a) Any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case maybe);
- (b) Any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".

Schedule 8

RBI Direct Fibre Access Service

Chorus will provide the RBI Direct Fibre Access Service on the terms of UFB Direct Fibre Access Service provided under the Chorus Reference Offer⁹, subject to the following amendments:

1 Amendments to the General Terms

The General Terms in the Chorus Reference Offer apply to provision of RBI Direct Fibre Access Services subject to the extent modified below.

1.1 The following Defined terms in clause 1.3 of the General Terms are modified as follows:

- (a) RBI Direct Fibre Access Service is deemed to be a Fibre Access Service and Wholesale Service as defined in clause 1.3 of the General Terms. However it is not a Base Wholesale Service as defined in clause 1.3 or for the purposes of the Chorus Reference Offer. Consequently:
- (b) clause 5.2(d) of the General Terms (relating to ending supply of Base Wholesale Services) does not apply.
- (c) clause 24.6 of the General Terms (relating to Price Cap Changes) does not apply.

1.2 Any references to "Candidate Area" shall be a reference to the "RBI Zone (Funded Network)";

1.3 Any reference to the "Term" shall be a reference to the "RBI Term" as defined in paragraph 12 of the letter forming part of this RBI Services Agreement. Clause 2.1 of the General Terms is modified accordingly.

1.4 The RBI Direct Fibre Access Service is available to support the delivery of retail telecommunication services to RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres and RBI Mobile Sites over fibre optic School Connections, fibre optic Wireless CBDP Backhaul Connections and fibre optic Hospital Connections where all new end to end fibre is Deployed from the relevant RBI School, RBI Hospital, RBI Integrated Family Health Centres and RBI Mobile Site to the LBAP. Clauses 4.1 and 4.4 of the General Terms are modified accordingly.

⁹ The terms of UFB Direct Fibre Access Service provided under the Chorus Reference Offer are comprised in the following documents: General Terms; Price List; Direct Fibre Access Service Service Description; Direct Fibre Access Service (layer 1) - Service Level Terms for Direct Fibre Access Service (layer 1); and Direct Fibre Access Service - Operations Manual.

- 1.5 Clause 6.5 of the General Terms relating to Service rebates does not apply.
- 1.6 RBI Direct Fibre Access Service is not subject to a Price Cap. Consequently clause 7.1(c) of the General Terms does not apply. However, subject to clause 3 below, the Charges for RBI Direct Fibre Access Services will remain the same as the UFB Direct Fibre Access Service provided under the Chorus Reference Offer and any changes to the Charges for the UFB Direct Fibre Access Service will apply to RBI Direct Fibre Access Services.
- 1.7 Clause 22.5 of the General Terms relating to termination of the NIPA does not apply.

2 **Amendments to the Direct Fibre Access Service Service Description**

The Direct Fibre Access Service Service Description in the Chorus Reference Offer apply to the provision of RBI Direct Fibre Access Service except to the extent modified below.

- 2.1 The following terms in the Direct Fibre Access Service Service Description are modified as follows:
 - (a) Any references to "End User's Premises" or "End User's Tenancy" is replaced by "RBI School", "RBI Hospital", "RBI Integrated Family Health Centres" or "RBI Mobile Site" (as the case maybe);
 - (b) Any references to "LFC Central Office" or "Central Office" is replaced by "LBAP" or "RPOP" (as the case maybe);
- 2.2 Any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service";
- 2.3 Clause 2.3 of Direct Fibre Access Service Service Description is replaced by:

The RBI Direct Fibre Access Service is an input service which a Service Provider can use as a building block to combine with other RBI Bitstream Services (or with the Service Provider's own network or wholesale services provided by other service providers) to provide fibre based services to RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres or RBI Mobile Sites (as the case maybe).
- 2.4 Clauses 3.1 to 3.8 of the Direct Fibre Access Service Service Description relating to the Standard Install are modified as follows in relation to the first School Connection to a RBI School in the RBI Zone (Funded Network):

The Standard Install for the first School Connections to RBI School in the RBI Zone (Funded Network) is replaced by the RBI School Lead In.

Note: Clauses 3.1 to 3.8 of the Direct Fibre Access Service Service Description relating to the Standard Install apply to any subsequent School Connection to a RBI School where a RBI School Lead In has been Deployed at that RBI School and where possible, will utilise spare capacity in the Deployed RBI School Lead In cable or conduit.

2.5 Clause 3.23 of the Direct Fibre Access Service Service Description relating to Provisioning of NBAPs does not apply.

3 **Amendments to the Price List**

3.1 All Charges in the Chorus Reference Offer Price List for Direct Fibre Access Service apply to RBI Direct Fibre Access Service except to the extent modified below.

3.2 Appendix 1 – Transactional Charges: Item 2.1 does not apply to RBI Direct Fibre Access Services and is replaced with item 2.1 (a) to (c) below:

Service component	Description	Charge invoiced	Charge
2.1 (a) RBI Direct Fibre Access Service first fibre optic new School Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RBI School to the LBAP	The establishment of the first service instance of the RBI Direct Fibre Access Service (i.e. there is no RBI Direct Fibre Access Service Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RBI School Connection to the LBAP. The service is established from the provision of a Standard Install as described in the Direct Fibre Access Service Service Description as modified by clause 2.4 above.	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months reoccurring fee for relevant RBI Direct Fibre Access Service Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) does not apply to first new School Connection of RBI Direct Fibre Access Service where a RBI School Lead In is deployed.
2.1 (b) RBI Direct Fibre Access Service any additional fibre optic New School Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RBI School to the LBAP and where a RBI School Lead In has been Deployed at the RBI School.	The establishment of any additional service instance of the RBI Direct Fibre Access Service (i.e. there is no RBI Direct Fibre Access Service Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the RBI School to the LBAP and where a RBI School Lead In has been Deployed at the RBI School. The service is	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months reoccurring fee for relevant RBI Direct Fibre Access Service Note: Item 7.2 of the Price List (relating to

Service component	Description	Charge invoiced	Charge
	established from the provision of a Standard Install as described in the Direct Fibre Access Service Service Description and where possible, will utilise spare capacity in the Deployed RBI School Lead In cable or conduit.		the Charge for Wholesale New Connection – Non Standard Install) applies to RBI Direct Fibre Access Service Non Standard Installs.
2.1 (c) RBI Direct Fibre Access Service - fibre optic new Wireless CDBP Backhaul Connection or new Hospital Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the relevant RBI Mobile Site, RBI Hospital or RBI Integrated Family Health Centres to the LBAP	The establishment of a new service instance of the RBI Direct Fibre Access Service (i.e. there is no RBI Direct Fibre Service Transfer) for a fibre optic Wireless CDBP Backhaul Connection or Hospital Connection in the RBI Zone (Funded Network) where all new fibre is Deployed from the relevant RBI Mobile Site, RBI Hospital, or RBI Integrated Family Health Centre to the LBAP. The service is established from the provision of a Standard Install as described in the Direct Fibre Access Service Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months reoccurring fee for relevant RBI Direct Fibre Access Service Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) applies to RBI Direct Fibre Access Service Non Standard Installs.

3.3 Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) does not apply to first New School Connection of RBI Direct Fibre Access Service where a RBI School Lead In is deployed.

4 **Amendments to the Service Level Terms for Direct Fibre Access Service**

The Direct Fibre Access Service (layer 1) – Service Level Terms for Direct Fibre Access Service (layer 1) in the Chorus Reference Offer apply to provision of RBI Direct Fibre Access Service except to the extent modified by schedule 11 of this Agreement.

5 **Amendments to the Direct Fibre Access Service Operations Manual**

5.1 The Direct Fibre Access Service Operations Manual in the Chorus Reference Offer applies to provision of RBI Direct Fibre Access Service except to the extent modified below:

- (a) Forecasts for RBI Direct Fibre Access Services are to be included in the forecast figures provided in accordance with Part 2 – FORECASTING of the Direct Fibre Access Service Operations Manual. The total of all Direct Fibre Access Service variants forecast numbers, including RBI Direct Fibre Access Service, will be used to calculate any limits or thresholds in the forecasting process. Part 2

of the Direct Fibre Access Service Operations Manual is modified accordingly.

- 5.2 Clause 9.2.1 of the Direct Fibre Access Service Operations Manual is amended by adding the following:

The Service Provider must add in the comments field in any Service Request for RBI Direct Fibre Access Services that the Service Request relates to RBI Direct Fibre Access Service under the RBI Services Agreement.

- 5.3 The following new clauses 13.6 to 13.8 are added to the Direct Fibre Access Service Operations Manual:

Connection of RBI Direct Fibre Access Services to the Jumpering Service

13.6 To use a RBI Direct Fibre Access Service in conjunction with backhaul or another DFAS connection when a Service Provider has no Footprint in the Central Office, the Service Provider must also consume the Jumpering Service on the MOFDF.

13.7 The Jumpering Service will provide a connection between either:

13.7.1a RBI Direct Fibre Access Service circuit and a backhaul service; or

13.7.2a RBI Direct Fibre Access Service circuit and another DFAS circuit.

13.8 The Jumpering Service will meet the specification set out in the LFC's Cable Specification document (attached as Appendix E).

- 5.4 Clauses 14.2 and 14.6 of the Direct Fibre Access Service Operations Manual do not apply and the following new clause 14.2 applies to RBI Direct Fibre Access Service instead:

- 5.5 *14.2 Where practical the LFC will provide diversity on request if available for Premises located within the RBI Zone (Funded Network). The definitions in the glossary of the Direct Fibre Access Service Operations Manual are amended as follows:*

- (a) Any references to "End User's Premises" or "End User's Tenancy" are replaced by RBI School, RBI Hospital, RBI Integrated Family Health Centres or RBI Mobile Site (as the case maybe);
- (b) Any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case maybe);
- (c) Any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".

Schedule 9

RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users

Chorus will provide the RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users on the terms and conditions of UFB Bitstream 3a and Bitstream 4 Services provided under the Chorus Reference Offer,¹⁰ subject to the following amendments:

1 Amendments to the General Terms

1.1 The General Terms in the Chorus Reference Offer apply to provision of RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users subject to the extent modified below.

1.2 The following Defined terms in clause 1.3 of the General Terms are modified as follows:

(a) RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users are deemed to be a Wholesale Service as defined in clause 1.3 of the General Terms. However, they are not a Base Wholesale Service as defined in clause 1.3 or for the purposes of the Chorus Reference Offer. Consequently:

(i) clause 5.2 (d) of the General Terms (relating to ending supply of Base Wholesale Services) does not apply; and

(ii) clause 24.6 of the General Terms (relating to Price Cap Changes) does not apply.

(b) Any references to "Candidate Area" shall be a reference to the "RBI Zone (Funded Network)";

(c) Any reference to the "Term" shall be a reference to the "RBI Term" as defined in paragraph 12 of the letter forming part of this RBI Services Agreement. Clause 2.1 of the General Terms is modified accordingly.

1.3 The RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users are available to support the delivery of retail telecommunication services to:

(a) RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI Mobile Sites, and RBI Libraries over fibre optic School Connections, fibre optic Wireless CDBP Backhaul Connections, fibre optic Hospital Connections, RBI Integrated Family Health Centres and fibre optic Library Connections Deployed under the RBI Agreement.

¹⁰ The terms and conditions of UFB Bitstream 3a Service and Bitstream 4 Service provided under the Chorus Reference Offer are comprised in the following documents: General Terms; Price List; Bitstream Services Service Description for Bitstream 3a, Bitstream Services Service Description for Bitstream 4 Service Description, Bitstream Services - Service Level Terms for Bitstream Services; and Bitstream Services - Operations Manual.

- (b) RBI Rural Health Centres (which satisfy the RBI Urban Density Area Criteria or RBI Medium Rural Density Area Criteria or RBI Other Area Criteria) over fibre optic Rural Health Centre Connections Deployment under the RBI Agreement.

Clauses 4.1 and 4.4 of the General Terms are modified accordingly.

- 1.4 Clause 6.5 of the General Terms relating to Service rebates does not apply.
- 1.5 RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users are not subject to a Price Cap. Consequently, clause 7.1(c) does not apply. However, subject to clause 3 below, the Charges for RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users will remain the same as the UFB Bitstream 3a and Bitstream 4 Services provided under the Chorus Reference Offer and any changes to the Charges for the UFB Bitstream 3a and Bitstream 4 Services will apply to RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users.
- 1.6 Clause 22.5 of the General Terms relating to termination of the NIPA does not apply.

2 **Amendments to the Bitstream 3a and Bitstream 4 Service Descriptions**

- 2.1 The Bitstream 3a and Bitstream 4 Service Service Descriptions in the Chorus Reference offer apply to the provision of RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users except to the extent modified below:
- 2.2 The following terms in the Bitstream 3a and Bitstream 4 Service Service Descriptions are modified as follows:
 - (a) any references to "End User's Premises" or "End User's Tenancy" are replaced by "RBI School", "RBI Hospital", "RBI Integrated Family Health Centre", "RBI Mobile Site", "RBI Library" or "RBI Rural Health Centre" (as the case maybe);
 - (b) any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case may be); and
 - (c) any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".
- 2.3 Clause 2.3 of the Bitstream 3a and Bitstream 4 Service Service Descriptions is replaced by:

The RBI Bitstream 3a or RBI Bitstream 4 Service for Priority Users (as the case maybe) is an input service which a Service Provider can use can combine with other RBI Fibre Services (or with the Service Provider's own network or wholesale services provided by other service providers) to provide fibre based services to RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres, RBI

Mobile Sites, RBI Libraries or RBI Rural Health Centres (as the case maybe).

- 2.4 Clauses 3.1 to 3.1.9 of the Bitstream 3a and clauses 3.1 to 3.1.10 of the Bitstream 4 Service Service Descriptions relating to the Standard Install in relation to the first School Connection to a RBI School in the RBI Zone (Funded Network) is modified as follows:

"The Standard Install for the first School Connections to a RBI School in the RBI Zone (Funded Network) is replaced by the RBI School Lead In.

Note: Clauses 3.1 to 3.1.9 of the Bitstream 3a and clauses 3.1 to 3.1.10 of the Bitstream 4 Service Service Descriptions relating to the Standard Install apply to any subsequent School Connection to a RBI School which has a RBI School Lead In and where possible, will utilise spare capacity in the Deployed RBI School Lead In cable or conduit.."

- 2.5 In relation to RBI Bitstream 3a Services for RBI Rural Health Centres the following modifications are required to the relevant Bitstream 3a Services Service Description:

- (a) Clause 3.1 of the Bitstream 3a Service Service Descriptions relating to Standard Installs is modified as follows:

"The RBI Bitstream 3a Services for RBI Rural Health Centres (as the case maybe) includes a Community Fibre Lead In as set out in Appendix A to Schedule 10 of this Agreement".

- (b) Clauses 3.1.1 and 3.1.3 to 3.1.8 of the Bitstream 3a Service Description relating to Provisioning of Bitstream 3a Service for Single Dwelling Units and Multi Dwelling Units (as the case maybe) are replaced by Appendix A clause 3(a) and (b) of Schedule 10 of this Agreement.
- (c) Clauses 3.1.10 to 3.1.13 of the Bitstream 3a Service Description relating to Single Dwelling Unit Termination Point and MDU Termination Point are replaced with Appendix A clauses 3(c) and (d) of Schedule 10 of this Agreement.
- (d) Clauses 3.1.15 of the Bitstream 3a Service Service Description relating to ONT installation is replaced with Appendix A clauses 3(g) of Schedule 10 of this Agreement.
- (e) Clauses 3.2 of the Bitstream 3a Service Description relating to Testing are replaced with Appendix A clauses 3(f) of Schedule 10 of this Agreement.
- (f) Clauses 3.3(a)(i) of the Bitstream 3a Service Description relating to extension of Fibre Lead In in MDUs is replaced with Appendix A clauses 3(e) of Schedule 10 of this Agreement.

2.6 RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users will be limited to a maximum of EIR of 100 Mbps and any Committed Information Rate (CIR) Bitstream 3a and Bitstream 4 Services will be limited to a maximum CIR of 1 Gbps.

3 Amendments to the Price List

3.1 All Charges in the Chorus Reference Offer Price List for Bitstream 3a and Bitstream 4 Services apply to RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users except to the extent modified below:

3.2 Appendix 1 – Transactional Charges: Items 1.3 and 1.4 do not apply to RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users and are replaced with items 1.3(a)-(f) and 1.4(a)-(f) below.

Service component	Description	Charge invoiced	Charge
<p>1.3 (a) RBI Bitstream 3a Services - first fibre optic new School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.</p>	<p>The establishment of the first service instance of the RBI Bitstream 3a Service for Priority Users (i.e. there is no RBI Bitstream 3a Services Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description as modified by clause 2.4 above.</p>	<p>Following notification by the LFC of completion of Service Order</p>	<p>Charge equivalent to 1 months reoccurring fee for relevant RBI Bitstream 3a Service for Priority Users</p> <p>Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) does not apply to first new School Connection of RBI Bitstream 3a Service where a RBI School Lead In is deployed.</p>
<p>1.3 (b) RBI Bitstream 3a Service - any additional fibre optic new School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement and where a RBI School Lead In has been Deployed at the RBI School.</p>	<p>The establishment of any additional service instance of the RBI Bitstream 3a Service for Priority Users (i.e. there is no RBI Bitstream 3a Service Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement and where a RBI School Lead In has been Deployed at the RBI School. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description and where possible, will utilise spare capacity in the Deployed RBI School Lead In cable or</p>	<p>Following notification by the LFC of completion of Service Order</p>	<p>Charge equivalent to 1 months reoccurring fee for relevant RBI Bitstream 3a Service for Priority Users</p> <p>Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non</p>

Service component	Description	Charge invoiced	Charge
	conduit..		Standard Install) applies to RBI Bitstream 3a Service for Priority Users Non Standard Installs.
1.3 (c) RBI Bitstream 3a Service - fibre optic new Wireless CDBP Backhaul Connection, fibre optic new Hospital Connection or fibre optic new Library Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	The establishment of a new service instance of the RBI Bitstream 3a Service for Priority Users (i.e. there is no RBI Bitstream 3a Service Transfer) for a fibre optic Wireless CDBP Backhaul Connection, fibre optic Hospital Connection or fibre optic Library Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months reoccurring fee for relevant RBI Bitstream 3a Service for Priority Users Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) applies to RBI Bitstream 3a Service for Priority Users Non Standard Installs.
1.3 (d) RBI Bitstream 3a Service - fibre optic new Rural Health Centre Connection which satisfies the RBI Urban Density Area Criteria ¹¹ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	The establishment of a new service instance of the RBI Bitstream 3a Service for Priority Users (i.e. there is no RBI Bitstream 3a Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description as modified by clause 2.5 above.	Following notification by the LFC of completion of Service Order	\$810 Plus Additional Lead in Fee ¹² Where the RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the new Connection Charge will be discounted by 25%.
1.3 (e) RBI Bitstream 3a Service - fibre optic new Rural	The establishment of a new service instance of the RBI Bitstream 3a Service	Following notification by	\$1980

¹¹ See Schedule 10 clause 1.3 for definition of RBI Urban Density Area Criteria.

¹² See Schedule 1 for definition of Additional Lead In Fee.

Service component	Description	Charge invoiced	Charge
Health Centre Connection which satisfies the RBI Medium Rural Density Area Criteria ¹³ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	for Priority Users (i.e. there is no RBI Bitstream 3a Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description as modified by clause 2.5 above.	the LFC of completion of Service Order	Plus Additional Lead in Fee ¹⁴ Where the RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the new Connection Charge will be discounted by 25%.
1.3 (f) RBI Bitstream 3a Service - fibre optic new Rural Health Centre Connection which satisfies the RBI Other Area Criteria ¹⁵ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	The establishment of a new service instance of the RBI Bitstream 3a Service for Priority Users (i.e. there is no RBI Bitstream 3a Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Service Description as modified by clause 2.5 above.	Following notification by the LFC of completion of Service Order	POA based on actual Connection Costs ¹⁶ Where the RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the new Connection Charge will be discounted by 25%.
1.4 (a) RBI Bitstream 4 Services - first fibre optic new School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	The establishment of the first service instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Services Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Service Description as modified by clause 2.4 above.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months reoccurring fee for relevant RBI Bitstream 4 Service Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install)

¹³ See Schedule 10 clause 1.3. for definition of RBI Medium Rural Density Area Criteria.

¹⁴ See Schedule 1 for definition of Additional Lead In Fee.

¹⁵ See Schedule 10 clause 1.3 for definition of RBI Other Areas Criteria.

¹⁶ See Schedule 1 for definition of Connection Costs.

Service component	Description	Charge invoiced	Charge
			does not apply to first new School Connection of RBI Bitstream 4 Service where a RBI School Lead In is deployed.
1.4 (b) RBI Bitstream 4 Service - any additional fibre optic new School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement and where a RBI School Lead In has been Deployed at the RBI School.	The establishment of any additional service instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Service Transfer) for a fibre optic School Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement and where a RBI School Lead In has been Deployed at the RBI School. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Service Descriptions and where possible, will utilise spare capacity in the Deployed RBI School Lead In cable or conduit.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months reoccurring fee for relevant RBI Bitstream 4 Service Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) applies to RBI Bitstream 4 Service for Priority Users Non Standard Installs.
1.4 (c) RBI Bitstream 4 Service - fibre optic new Wireless CBDP Backhaul Connection, fibre optic new Hospital Connection or fibre optic new Library Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.	The establishment of a new service instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Service Transfer) for a fibre optic Wireless CBDP Backhaul Connection, fibre optic Hospital Connection or fibre optic Library Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months reoccurring fee for relevant RBI Bitstream 4 Service for Priority Users Note: Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) applies to RBI Bitstream 4 Service for Priority Users Non Standard Installs.
1.4 (d) RBI Bitstream 4 Service	The establishment of a new service	Following	\$810

Service component	Description	Charge invoiced	Charge
<p>- fibre optic new Rural Health Centre Connection which satisfies the RBI Urban Density Area Criteria¹⁷ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.</p>	<p>instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Service Description as modified by clause 2.5 above.</p>	<p>notification by the LFC of completion of Service Order</p>	<p>Plus Additional Lead in Fee¹⁸</p> <p>Where the RBI Bitstream 4 new Connection is installed in tandem with deployment of the adjacent Rural Link then the new Connection Charge will be discounted by 25%.</p>
<p>1.4 (e) RBI Bitstream 4 Service - fibre optic new Rural Health Centre Connection which satisfies the RBI Medium Rural Density Area Criteria¹⁹ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.</p>	<p>The establishment of a new service instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Service Description as modified by clause 2.5.</p>	<p>Following notification by the LFC of completion of Service Order</p>	<p>\$1980</p> <p>Plus Additional Lead in Fee²⁰</p> <p>Where the RBI Bitstream 4 new Connection is installed in tandem with deployment of the adjacent Rural Link then the new Connection Charge will be discounted by 25%.</p>
<p>1.4 (f) RBI Bitstream 4 Service - fibre optic new Rural Health Centre Connection which satisfies RBI Other Area Criteria²¹ in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement.</p>	<p>The establishment of a new service instance of the RBI Bitstream 4 Service for Priority Users (i.e. there is no RBI Bitstream 4 Service Transfer) for a fibre optic Rural Health Centre Connection in the RBI Zone (Funded Network) that has been Deployed under the RBI Agreement. The service is established from the provision of a Standard Install as described in the Bitstream 4 Service</p>	<p>Following notification by the LFC of completion of Service Order</p>	<p>POA based on actual Connection Costs²²</p> <p>Where the RBI Bitstream 4 new Connection is installed in tandem with deployment of</p>

¹⁷ See Schedule 10 clause 1.3 for definition of RBI Urban Density Area Criteria.

¹⁸ See Schedule 1 for definition of Additional Lead in Fee.

¹⁹ See Schedule 10 clause 1.3 for definition of RBI Medium Rural Density Area Criteria.

²⁰ See Schedule 1 for definition of Additional Lead in Fee.

²¹ See Schedule 10 clause 1.3 for definition of RBI Other Area Density Area Criteria.

²² See Schedule 1 for definition of Connection Costs.

Service component	Description	Charge invoiced	Charge
	Service Description as modified by clause 2.5 above.		the adjacent Rural Link then the new Connection Charge will be discounted by 25%.

3.3 Item 7.2 of the Price List (relating to the Charge for Wholesale New Connection – Non Standard Install) does not apply to first New School Connection of RBI Bitstream 3a and Bitstream 4 Services where a RBI School Lead In is Deployed.

4 Amendments to the Service Level Terms for Bitstream Services

4.1 The Bitstream Services – Service Level Terms for Bitstream Services in the Chorus Reference Offer apply to provision of RBI Bitstream 3a and Bitstream 4 Services for Priority Users except to the extent modified by Schedule 11 of this Agreement.

5 Amendments to the Bitstream Services Service Operations Manual

5.1 The Bitstream Services Operations Manual in the Chorus Reference Offer applies to provision of RBI Bitstream 3a and Bitstream 4 Services for Priority Users except to the extent modified below:

5.2 Forecasts for RBI Bitstream 3a or Bitstream 4 Services for Priority Users are to be included in the forecast figures provided in accordance with Part 2 – FORECASTING of the Bitstream Services Operations Manual. The total of all Bitstream variants forecast numbers, including RBI Bitstream 3a or Bitstream 4 Services for Priority Users (as the case maybe), will be used to calculate any limits or thresholds in the forecasting process. Part 2 of the Bitstream Services Operations Manual is modified accordingly.

5.3 In relation to Service Requests for Bitstream 3a or Bitstream 4 Services (as the case maybe) to RBI Libraries, clauses 8 and 9 of the Bitstream Services Operations Manual are replaced by appendix A to this schedule.

5.4 In relation to Service Requests for Bitstream 3a and Bitstream 4 Services (as the case maybe) to RBI Rural Health Centres, clauses 8 and 9 of the Bitstream Services Operations Manual are replaced by Appendix B to this schedule.

5.5 In relation to Service Requests for Bitstream 3a and Bitstream 4 Services (as the case maybe) to RBI Schools, RBI Hospitals, RBI Integrated Family Health Centres and RBI Mobile Sites, clause 9.2.1 of the Bitstream Services Operations Manual is amended by adding the following:

The Service Provider must add in the comments field in any Service Request for RBI Bitstream 3a or Bitstream 4 Services for Priority User (as the case maybe) that the Service Request relates

to RBI Bitstream 3a or Bitstream 4 Services for Priority Users (as the case maybe) under the RBI Services Agreement.

- 5.6 Clauses 14.2 and 14.6 of the Bitstream Services Operations Manual do not apply and the following new clause 14.2 applies to RBI Bitstream 3a and Bitstream 4 Services for Priority Users (as the case may be) instead:

14.2 Where practical the LFC will provide diversity on request if available for Premises located within the RBI Zone (Funded Network).

- 5.7 The definitions in the glossary of the Bitstream Services Operations Manual are amended as follows:

- (a) Any references to "End User's Premises" or "End User's Tenancy" are replaced by "RBI School", "RBI Hospital", "RBI Integrated Family Health Centre", "RBI Mobile Site", "RBI Library, RBI Rural Health Centre" (as the case maybe);
- (b) Any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case maybe);
- (c) Any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".

Ordering of Library Connections for RBI Libraries

- 1 Each Library Connection will only be Deployed if included in a Detailed Plan in accordance with this Appendix.
- 2 A Library Connection will only be included in a Detailed Plan if Chorus has finalised a SP Library Order in accordance with clause 5 of this Schedule for the relevant Library before the first draft of that Detailed Plan is released.
- 3 Chorus will process SP Library Orders in the order received from Service Providers.
- 4 On receipt of an SP Library Order, Chorus will:
 - (a) advise the MBIE of the order and will undertake preliminary design work to provide MBIE with the information in Schedule 2, clause 6B(d) of the RBI Agreement; and
 - (b) complete a Change Request which will include the matters set out in Schedule 2 clause 6B(e) of the RBI Agreement.
- 5 The SP Library Order will be deemed to be finalised on MBIE's acceptance of the Change Request for the Library Connection, in which case Chorus will undertake the steps in Schedule 2, clause 6B(f) of the RBI Agreement including Chorus will advise the Service Provider who placed the SP Library Order of the likely Ready for Service date for the Library Connection.
- 6 Chorus' obligation to Deploy each Library Connection allocated to a Detailed Plan is subject to the qualifications in the RBI Agreement, including clauses 9.5 (No fault delay) and 20 (Force Majeure), which are deemed to be incorporated by into this RBI Services Agreement. (The RBI Agreement can be found at www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time)

Ordering of Rural Health Centre Connections for RBI Rural Health Centres

- 1 Each Rural Health Centre Connection will only be Deployed if included in a Detailed Plan in accordance with this Appendix B.
- 2 A Rural Health Centre Connection will only be included in a Detailed Plan if:
 - (a) The RBI Rural Health Centre satisfies the RBI Urban Density Area Criteria or RBI Medium Rural Density Area Criteria or RBI Other Area Criteria²³; and
 - (b) Chorus has finalised a SP Rural Health Centre Order in accordance with clause 5 of this Appendix B for the relevant Rural Health Centre before the first draft of that Detailed Plan is released.
- 3 Following receipt of each SP Rural Health Centre Order, Chorus will:
 - (a) Assess whether the RBI Rural Health Centre satisfies the RBI Urban Density Area Criteria or RBI Medium Rural Density Area Criteria or RBI Other Area Criteria;
 - (b) undertake preliminary design work to provide the Service Provider with an estimate of the RHC Connection Costs of Deploying the Rural Health Centre Connection; and
 - (c) an estimate of the time period required to Deploy the Rural Health Centre Connection.
- 4 On completion of the preliminary design work, Chorus will provide the Service Provider with a quote which will include:
 - (a) the RHC Connection Costs required to Deploy the Rural Health Centre Connection;
 - (b) the time periods for commencement and completion of Deployment of the Rural Health Centre Connection.
- 5 The SP Rural Health Centre Order will be deemed to be finalised on the Service Provider's acceptance of Chorus' quote for the Rural Health Centre Connection, so long as the Service Provider has provided Chorus with a binding commitment to pay, and appropriate security for payment of, the quoted RHC Connection Costs (such terms and security to be satisfactory to Chorus in all respects, acting reasonably and in accordance with its normal credit policies), in which case Chorus will:
 - (a) include the Rural Health Centre Connection within the relevant Detailed Plan in line with the quoted Deployment timeframes; and

²³ See Schedule 10 clause 1.3 for definitions of RBI Urban Density Area Criteria, RBI Medium Rural Density Area Criteria and RBI Other Area Criteria.

- (b) advise the Service Provider of the likely Ready for Service date for the Rural Health Centre Connection.
- 6 In undertaking the design and deployment of the Rural Health Centre Connection which is subject to the SP Rural Health Centre Order, Chorus will follow clause 2.5 of this Schedule 9 relating to the RBI Bitstream 3A and RBI Bitstream 4 Service Descriptions for RBI Rural Health Centres.
- 7 In calculating the RHC Connection Costs of the Rural Health Centre Connection which is subject to the SP Rural Health Centre Order, Chorus will follow clause 3.2 of this Schedule 9 relating to amended Transaction Charges which apply to RBI Bitstream 3A and RBI Bitstream 4 Services to RBI Rural Health Centres.
- 8 Chorus' obligation to Deploy each Rural Health Centre Connection allocated to a Detailed Plan is subject to the qualifications in the RBI Agreement, including clauses 9.5 (No fault delay) and 20 (Force Majeure), which are deemed to be incorporated by into this RBI Services Agreement. (The RBI Agreement can be found at www.chorus.co.nz/agreements/rbi-contracts/rbi-contracts(as updated from time to time)

Schedule 10

RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises

Chorus will provide the RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Service for RBI End User Premises on the terms and conditions of UFB Bitstream 2, Bitstream 3 and Bitstream 3a Service provided under the Chorus Reference Offer,²⁴ subject to the following amendments:

1 Amendments to the General Terms

- 1.1 The General Terms in the Chorus Reference Offer apply to provision of RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises subject to the extent modified below:
- (a) The following Defined terms in clause 1.3 of the General Terms are modified as follows:
 - (b) RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises are deemed to be Wholesale Services as defined in clause 1.3 of the General Terms. However they are not a Base Wholesale Service as defined in clause 1.3 or for the purposes of the Chorus Reference Offer. Consequently:
 - (i) clause 5.2 (d) of the General Terms (relating to ending supply of Base Wholesale Services) does not apply; and
 - (ii) clause 24.6 of the General Terms (relating to Price Cap Changes) does not apply.
 - (c) Any references to "Candidate Area" shall be a reference to the "RBI Zone (Funded Network)";
 - (d) Any reference to the "Term" shall be a reference to the "RBI Term" as defined in paragraph 12 of the letter forming part of this RBI Services Agreement. Clause 2.1 of the General Terms is modified accordingly.
- 1.2 The RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises are available to support the delivery of retail telecommunication services to RBI End User Premises which satisfy the RBI Urban Density Area Criteria or RBI Medium Rural Density Area Criteria or RBI Other Area Criteria.

²⁴ The terms of UFB Bitstream 2, Bitstream 3a and Bitstream 3 Services provided under the Chorus Reference Offer are comprised in the following documents: General Terms; Price List; Bitstream Services Service Description for Bitstream 2, Bitstream 3 and Bitstream 3a Services, Bitstream Services - Service Level Terms for Bitstream Services; and Bitstream Services - Operations Manual.

1.3 For the purposes of this Agreement:²⁵

RBI Urban Density Area Criteria means an area in the RBI Zone (Funded Network) where:

- (a) as part of a Rural Link, Chorus has Deployed new duct in which fibre (including access, distribution, feeder and junction fibre) has or will be Deployed under the RBI Agreement ;
- (b) there are greater than 20 End User Premises per linear kilometre counting all End User Premises with road frontage adjacent to the new duct Deployed in (a);
- (c) the End User Premises is within 20 kilometres of the relevant LBAP (measured by the length of duct Deployed in (a));
- (d) Chorus (acting reasonably) classifies the average road frontage per End User Premises adjacent to the new duct Deployed in (a) is 20 metres or less;
- (e) not more than 1000 metres of Community Lead-In is required to reach the Termination Point at the End User Premises; and
- (f) where the Community Lead-In requires more than 10 metres of buried fibre cable, or more than 15 metres of aerial fibre drop, the End User must provide the physical works (in the form of an open trench) needed to traverse the ground along the route of the Community Lead-in from the site boundary to the Termination Point, in a manner that meets Chorus's reasonable specifications.

RBI Medium Rural Density Area Criteria means an area in the RBI Zone (Funded Network) where:

- (a) as part of a Rural Link, Chorus has Deployed new duct in which fibre (including access, distribution, feeder and junction fibre) has or will be Deployed under the RBI Agreement;
- (b) there are greater than 20 End User Premises per linear kilometre counting all End User Premises with road frontage adjacent to the new duct Deployed in (a);
- (c) the End User Premises is within 20 kilometres of the relevant LBAP (measured by the length of duct Deployed in (a));
- (d) Chorus (acting reasonably) classifies the average road frontage per End User Premises adjacent to the new duct Deployed in (a) is greater than 20 metres but less than 50 metres;
- (e) not more than 1000 metres of Community Lead-In is required to reach the Termination Point at the End User Premises; and
- (f) where the Community Lead-In requires more than 10 metres of buried fibre cable, or more than 15 metres of aerial fibre drop, the

²⁵ In assessing whether the criteria in the definitions in clause 1.3 are satisfied, End User Premises on both sides of the relevant road will be counted.

End User must provide the physical works (in the form of an open trench) needed to traverse the ground along the route of the Community Lead-in from the site boundary to the Termination Point, in a manner that meets Chorus's reasonable specifications.

RBI Other Area Criteria means an area in the RBI Zone (Funded Network) where:

- (a) as part of a Rural Link, Chorus has Deployed new duct in which fibre (including access, distribution, feeder and junction fibre) has or will be Deployed under the RBI Agreement.; and
- (b) the End User Premises adjacent to the Rural Link do not satisfy the remaining RBI Urban Density Area Criteria or RBI Medium Rural Area Criteria set out above.

- 1.4 Clauses 4.1 and 4.4 of the General Terms are modified accordingly.
- 1.5 Clause 6.5 of the General Terms relating to Service rebates does not apply.
- 1.6 RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises are not subject to a Price Cap. Consequently clause 7.1(c) of the General Terms does not apply. However, subject to clause 3 below, the Charges for RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises will remain the same as the UFB Bitstream 2, Bitstream 3 and Bitstream 3a Service (as the case maybe) provided under the Chorus Reference Offer and any changes to the Charges for the UFB Bitstream 2, Bitstream 3 and Bitstream 3a Services (as the case maybe) will apply to RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises.
- 1.7 Clause 22.5 of the General Terms relating to termination of the NIPA does not apply.

2 **Amendments to the Bitstream 2, Bitstream 3 and Bitstream 3a Service Descriptions**

- 2.1 The Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions in the Chorus Reference Offer apply to the provision of RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises (as the case maybe) except to the extent modified below.
- 2.2 The following terms in the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions are modified as follows:
 - (a) any references to "End User's Premises" or "End User's Tenancy" are replaced by "RBI End User's Premises" which satisfy the RBI Urban Density Criteria, RBI Medium Rural Density Criteria or RBI Other Area Criteria (as the case maybe);
 - (b) any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case maybe); and

- (c) any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".
- 2.3 Clause 2.3 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions is replaced by:
- The RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises are input services which a Service Provider can use can combine with other RBI Fibre Services (or with the Service Provider's own network or wholesale services provided by other service providers) to provide fibre based services to End User's Premises which satisfy the RBI Urban Density Criteria, RBI Medium Rural Density Criteria or RBI Other Area Criteria (as the case maybe).*
- 2.4 Clause 3.1 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to Standard Installs is modified as follows:
- by:
- The RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises (as the case maybe) includes a Community Fibre Lead In as set out in Appendix A to this Schedule.*
- 2.5 Clauses 3.1.1 and 3.1.3 to 3.1.8 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to Provisioning of Bitstream 2, Bitstream 3 or Bitstream 3a Services for Single Dwelling Units and Multi Dwelling Units (as the case maybe) are replaced by Appendix A clause 3(a) and (b) of this Schedule.
- 2.6 Clauses 3.1.10 to 3.1.13 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to Single Dwelling Unit Termination Point and MDU Termination Point are replaced with Appendix A clauses 3(c) and (d) of this Schedule.
- 2.7 Clauses 3.1.15 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to ONT installation are replaced with Appendix A clauses 3(g) of this Schedule.
- 2.8 Clauses 3.2 of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to Testing are replaced with Appendix A clauses 3(f) of this Schedule.
- 2.9 Clauses 3.3(a)(i) of the Bitstream 2, Bitstream 3 and Bitstream 3a Service Service Descriptions relating to extension of Fibre Lead In in MDUs is replaced with Appendix A clauses 3(e) of this Schedule.
- 2.10 RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services will be limited to a maximum of EIR of 100 Mbps and any Committed Information Rate (CIR) Bitstream 3a and Bitstream 4 Services will be limited to a maximum CIR of 1 Gbps.

3 Amendments to the Price List

3.1 All Charges in the Chorus Reference Offer Price List for Bitstream 2, Bitstream 3 and Bitstream 3a Services apply to RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises except to the extent modified below.

3.2 Appendix 1 – Transactional Charges: Items 1.1 to 1.3 do not apply to RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises and are replaced with items 1.1 (a)- (c) below.

Service component	Description	Charge invoiced	Charge
1.1 (a) RBI Bitstream 2, RBI Bitstream 3, or RBI Bitstream 3a Service - new Connection to RBI End User Premises which satisfy the RBI Urban Density Area Criteria ²⁶ in the RBI Zone (Funded Network)	The establishment of a new service instance of the RBI Bitstream 2, RBI Bitstream 3, or RBI Bitstream 3a Service (i.e. there is no RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service Transfer) within the RBI Urban Density Area in the RBI Zone (Funded Network). The service is established from the provision of a Standard Install as described in the Bitstream 2, Bitstream 3 or Bitstream 3a Service Service Description as modified by clause 2.4 to 2.9 above.	Following notification by the LFC of completion of Service Order	\$810 Plus Additional Lead in Fee (defined below, if applicable) Where the RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the New Connection Charge will be discounted by 25%.
1.1 (b) RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service -new Connection to RBI End User Premises which satisfy the RBI Medium Rural Density Area Criteria ²⁷ in the RBI Zone (Funded Network)	The establishment of a new service instance of the RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service (i.e. there is no RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service Transfer) within the RBI Rural Medium Urban Density Area in the RBI Zone (Funded Network). The service is established from the provision of a Standard Install as described in the Bitstream 2, Bitstream 3 or Bitstream	Following notification by the LFC of completion of Service Order	\$1980 Plus Additional Lead in Fee (defined below, if applicable) Where the RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the New Connection Charge will be discounted by 25%.

²⁶ See clause 1.3 above for definition of RBI Urban Density Area Criteria.

²⁷ See clause 1.3 above for definition of RBI Medium Rural Density Area Criteria.

Service component	Description	Charge invoiced	Charge
	3a Service Service Description as modified by clauses 2.4 to 2.9 above.		
1.1 (c) RBI Bitstream 2, Bitstream 3 or RBI Bitstream 3a Service - new Connection to RBI End User Premises which satisfy the RBI Other Areas Criteria ²⁸ in the RBI Zone (Funded Network)	The establishment of a new service instance of the RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service (i.e. there is no RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Service Transfer) within the RBI Other Area in the RBI Zone *Funded Network). The service is established from the provision of a Standard Install as described in the Bitstream 2, Bitstream 3 or Bitstream 3a Service Service Description as modified by clauses 2.4 to 2.9 above.	Following notification by the LFC of completion of Service Order	POA based on Connection Costs Where the RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a new Connection is installed in tandem with deployment of the adjacent Rural Link then the New Connection Charge will be discounted by 25%.

4 **Amendments to the Service Level Terms for Bitstream Services**

4.1 The Bitstream Services – Service Level Terms for Bitstream Services in the Chorus Reference Offer apply to provision of RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises except to the extent modified by Schedule 11 of this Agreement.

5 **Amendments to the Bitstream Services Service Operations Manual**

5.1 The Bitstream Services Operations Manual in the Chorus Reference Offer applies to provision of RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End User Premises except to the extent modified below.

5.2 Forecasts for RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises are to be included in the forecast figures provided in accordance with Part 2 – FORECASTING of the Bitstream Services Operations Manual. The total of all Bitstream variants forecast numbers, including RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises, will be used to calculate any limits or thresholds in the forecasting process. Part 2 of the Bitstream Services Operations Manual is modified accordingly.

5.3 In relation to Service Requests for RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises (as the case

²⁸ See clause 1.3 above for definition of RBI Other Area Criteria.

maybe), clause 9.2.1 of the Bitstream Services Operations Manual is amended by adding the following:

The Service Provider must add in the comments field in any Service Request for RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises that the Service Request relates to RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises under the RBI Services Agreement

- 5.4 Clauses 14.2 and 14.6 of the Bitstream Services Operations Manual do not apply and the following new clause 14.2 applies to RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services for RBI End User Premises instead:

14.2 Where practical the LFC will provide diversity on request if available for Premises located within the RBI Zone (Funded Network).

- 5.5 The definitions in the glossary of the Bitstream Services Operations Manual are amended as follows:

- (a) any references to "End User's Premises" or "End User's Tenancy" are replaced by to "RBI End User's Premises which satisfy the RBI Urban Density Criteria, RBI Medium Rural Density Criteria or RBI Other Area Criteria (as the case may be)";
- (b) any references to "LFC Central Office" or "Central Office" are replaced by "LBAP" or "RPOP" (as the case may be);
- (c) any reference to "CO & POI Co-location Service" is replaced by "RBI Co-location Service".

Community Fibre Lead In Requirements

1 Introduction

This Appendix defines the requirements for the installation of a Community Fibre Lead In to RBI End User Premises.

2 Defined Terms

In this Appendix A, unless the context requires otherwise:

Connection means the cable joining the Fibre Access Point to the External Termination Point of an End User Premises, with such cable to be either from the pit on the adjoining boundary of two properties where the Fibre Access Point is located in underground deployment, or from the pole nearby to a number of premises in aerial deployment; and *Connected* will be construed accordingly.

External Termination Point (or ETP) means a suitable fibre termination facility located as an attachment to an external structure located at the End User Premises although the fibre may pass through the ETP unbroken. In a Multi-Dwelling Unit or at the non-building access point there may be no ETP and fibre may run to and terminate on a building frame or similar point.

Fibre Access Point (or FAP) means a point at the End User Premises boundary where the lead-in connects to the distribution fibre of the relevant Rural Link.

Multi-Dwelling Unit means a premises containing within its boundaries several individual residential or commercial tenancies or both.

OFDF means Optical Fibre Distribution Frame and is the point where the Optic Fibre cables terminate and are cross connected.

ONT means Optical Network Terminator and is the equipment on the End User Premise that provides the customer interface to the Layer 2 services.

Single-Dwelling Unit means a premises containing within its boundaries an individual residential or commercial tenancy.

Termination Point means the point at which the service ends or where it hands over or is connected to another service e.g. the termination point is the jack on the wall of the premise.

3 **Installation**

Installation of a Fibre Lead-in consists of the following (in each case to the extent that the relevant provisioning works are not already complete):

Fibre Lead-in to the ETP or OFDF

3.1 Provision of a Fibre Lead-in from the Fibre Access Point to, in the case of a Single Dwelling Unit, an ETP at the closest point on the End User premises and, in the case of a Multi Dwelling Unit, the OFDF or equivalent, including:

- (a) a fibre lead-in that utilises up to:
 - (i) 1000m of existing conduit or existing open trench; or
 - (ii) 15m of aerial drop lead in overhead areas; or
 - (iii) 10m of buried lead-in; and
- (b) Connection of the Fibre Lead-in to Chorus' network.

Internal Fibre Lead-in Extension for Single Dwelling Units

3.2 For a Single Dwelling Unit, the Fibre Lead-in is then extended up to 5m from the ETP to a suitable jack inside the End User premises (there will not necessarily be a break in the Fibre Lead-in at the ETP), as follows:

- (a) the Fibre Lead-in is extended to plug directly into the ONT using the SC/APC plug on the end of the Fibre Lead-in; or
- (b) if there is an OFDF beyond the ETP, the Fibre Lead-in is extended to the OFDF. A pigtail is then patched or spliced on to the Fibre Lead-in on the OFDF, so that the Fibre Lead-in extends via the pigtail and plugs directly into the ONT using the SC/APC plug on the end of the pigtail.

Single Dwelling Unit Termination Point

3.3 For a Single Dwelling Unit, the termination point for the purposes of the Connection, and the network demarcation point between Chorus' network and the building owner's premises wiring, is the SC/ACP plug on the end of the fibre that plugs into the ONT.

Multi-Dwelling Unit Termination Point

3.4 For a Multi-Dwelling Unit, the termination point for the purposes of the Connection and the network demarcation point between Chorus' network and the Multi-Dwelling Unit building owner's building wiring is the OFDF.

Extending beyond the OFDF in a Multi-Dwelling Unit building

3.5 The Service Provider must make its own arrangements (through the owner of the Multi-Dwelling Unit building or otherwise) to extend the Fibre

Lead-in in a Multi-Dwelling Unit beyond the OFDF. To complete the extension, it is anticipated that these arrangements would involve either:

- (a) an extension of the Fibre Lead-in from the OFDF to plug directly into an ONT inside the End User premises using the SC/APC plug on the end of the Fibre Lead-in; or
- (b) an extension of the Fibre Lead-in from the OFDF to plug directly into an ONT located in a building common area or other facility made available by the building owner to service the Multi-Dwelling Unit, using an SC/APC plug on the end of a pigtail which is patched or spliced to the Fibre Lead-in cable on the OFDF.

Testing

- 3.6 Testing of the Fibre Lead-in from the Termination Point to the central office where the access node is located to ensure fibre is within the technical specification for fibre in the RBI Agreement.

Installation of ONT

- 3.7 Installation of ONT (if required) including:
 - (a) supply and fixing of the ONT to structure of End User premises (in the case of a Single Dwelling Unit, and a Multi Dwelling Unit where a Fibre Lead-in has been extended from the OFDF to the inside of the End User premises as anticipated in sub-clause 3.5 of this appendix;
 - (b) supply and fixing of the ONT to a building common area or other facility made available by the owner to service the Multi-Dwelling Unit, where a Fibre Lead-in has not been extended from the OFDF to the inside of the End User premises;
 - (c) supply and connection of fibre pigtail up to 1m long between the Fibre Lead-in termination point and the ONT if required; and
 - (d) testing from port of ONT ensuring the Layer 2 Service is within specification.

Schedule 11

Service Level Terms for RBI Fibre Services

1 Service Level Terms for RBI Fibre Services

1.1 The Direct Fibre Access Service (layer 1) – Service Level Terms for Direct Fibre Access Service (layer 1) and Bitstream Services – Service Level Terms for Bitstream Services in the Chorus Reference Offer apply to provision of:

- (a) RBI Layer 1 Inter exchange Backhaul Services in the RBI Zone (Funded Network);
- (b) RBI Direct Fibre Access Services in the RBI Zone (Funded Network);
- (c) RBI Bitstream 2, RBI Bitstream 3 and RBI Bitstream 3a Services for RBI End Users in the RBI Zone (Funded Network); and
- (d) RBI Bitstream 3a and RBI Bitstream 4 Services for Priority Users to School Connections, Wireless CBDP Backhaul Connections, Hospital Connections, Library Connections and Rural Health Centre Connections in the RBI Zone (Funded Network);

except as varied by the terms and conditions set out in this Schedule 11.

2 Core Service Rebates

2.1 No Core Service Rebates will apply to the RBI Fibre Services listed in clause 1 above. Chorus will however use commercially reasonable efforts to undertake Connections of the RBI Fibre Services services listed in clause 1 in a manner consistent with the Service Levels applicable to those Connections.

3 Service Level Terms for RBI Fibre Services

Part 1: Availability and Traffic

Layer 2 Service Availability

3.1 The Applicable Layer 2 Service between the ONT port and the 1st Data Switch (including the Hand-over port, but excluding any Layer 1 Service) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level

- (a) Maximum Downtime for any End User in each Availability Period that is caused by a fault in the Applicable Layer 2 Service must be less than or equal to 12 hours (excluding Downtime caused by an ONT failure).

Definition

- (b) Maximum Downtime means the sum of the Downtime experienced by the End User in the Availability Period that is caused by a fault in the Applicable Layer 2 Service.

Exclusion

- (c) This Layer 2 Service Availability Service Level measures Layer 2 Service availability only. Downtime caused directly by the failure of an underlying Layer 1 Service will not be included in the measurement of this Layer 2 Service Availability Service Level.

Layer 2 Traffic

- 3.2 For each Applicable Layer 2 Service, the End User’s traffic must be delivered to the 1st Data Switch within the following Service Levels, measured over each Measurement Interval (as defined below):

Applicable Layer 2 Service	Frame Delay	Frame Delay Variation	Frame Loss
RBI Bitstream 3a and RBI Bitstream 4 Services for School Connections, Wireless CBDP Backhaul Connection, Hospital Connection, Library Connection, Rural Health Centre Connection (Specified Layer 2 Services)	<p>Fibre-only links High Priority: < 10 ms Low Priority: < 1 s</p> <p>Links with radio bearer High Priority: < 30 ms Low Priority: < 1 s</p>	<p>Fibre-only links High Priority: ≤ 8 ms Low Priority: n/a</p> <p>Links with radio bearer High Priority: < 20 ms Low Priority: n/a</p>	<p>Fibre-only links High Priority: ≤ 0.1% Low Priority: n/a</p> <p>Links with radio bearer High Priority: < 0.1% for 99.8% of each rolling 12 months, and in any case < 1% at all times Low Priority: n/a</p>
RBI Bitstream 2, RBI Bitstream 3 or RBI Bitstream 3a Services (RBI Community Fibre Bitstream Service)	< 1 s	n/a	n/a

- 3.3 At least 99% of the frames within the Measurement Interval (as defined below) must be within the above Service Levels, otherwise the service is to be considered unavailable for that Measurement Interval.

- 3.4 In the context of each Applicable Layer 2 Service, the “**Measurement Interval**” referred to in clause 3.1 will be every 15 minutes (24/7), unless and until Chorus makes available a service substantially similar to that Applicable Layer 2 Service pursuant to the Chorus Reference Offer, in which case the Measurement Interval for that Applicable Layer 2 Service will be the same as the equivalent measurement interval for the frame loss, jitter and frame delay service levels for that substantially similar service.

Service Level Exclusions

- 3.5 Subject to clause 4.2, the impact of the following events and circumstances will be excluded from the calculation of the Service Levels under this Part 1:
- (a) an Access Seeker failing to comply with an express obligation under the Terms and Conditions;
 - (b) events or circumstances expressly stated in the Operations Manual;
 - (c) an Access Seeker failing to provide accurate BAU Forecasts in accordance with the Operations Manual;
 - (d) of a serious health and safety issue outside of Chorus's control;
 - (e) a delay in the provision of materials or information to be supplied by the Access Seeker, required to complete the service;
 - (f) deliberate or malicious actions of Access Seekers which are intended to cause Chorus to be in default of a Service Level;
 - (g) acts or omissions of End Users (e.g. delay in the provision of information or materials, hacking or viruses) that prevent Chorus from meeting a Service Level, unless the End User has received Chorus's prior approval for such act or omission,
- each a "**Service Impairment**".

- 3.6 Any Service Level extension under clause 4.1:
- (a) will be limited to the time that the Service Impairment continues to prevent or make illegal Chorus's performance of the applicable Service Level;
 - (b) is subject to Chorus promptly taking all reasonable steps, in accordance with best industry practice, to eliminate or avoid the Service Impairment and mitigate its effect; and
 - (c) will not be given to the extent the Service Impairment is caused or contributed to by Chorus or its Subcontractors acts or omissions, the acts or omissions of any supplier of Chorus, or any person within the control or under the responsibility of Chorus.

Part 2: Provisioning and Operational Support

Service Levels

- 3.7 The Service Levels in relation to the provisioning and operational support of the RBI Fibre Services are set out in Table 1 below.

Standard Lead-Times

- 3.8 The Standard Lead-Times for Orders in relation to the provisioning and operational support of RBI Fibre Services are set out in Table 2 below.

Exclusions

3.9 The Service Levels will not apply where:

- (a) a Service Level Default is due to a Force Majeure Event;
- (b) a Service Level Default is a direct result of an Access Seeker failing to comply with an express obligation under the Terms and Conditions;
- (c) a Service Level Default is due to an Access Seeker failing to provide accurate BAU Forecasts in accordance with the Operations Manual;
- (d) expressly stated in the Operations Manual;
- (e) a Service Level Default is a direct result of:
 - (i) a fault that is the Access Seeker's responsibility under the Terms and Conditions; or
 - (ii) anything (including any fault) caused by the Chorus network or equipment of any third party or the Access Seeker's Network or the Access Seeker's Equipment;
- (f) a fault is reported and no fault for which Chorus is responsible is detected when the service is tested from end to end;
- (g) a Service Level Default is due to a failure by the Access Seeker or its End User to allow access to the premises or equipment when reasonably requested;
- (h) remedying a Service Level Default would result in a material health and safety risk for a Chorus employee or agent, the avoidance of which could not have been realistically predicted by Chorus; or
- (i) agreed between Chorus and the Access Seeker.

3.10 Further exclusions or limitations to Chorus's liability in respect of specific Service Levels are set out in Table 1 below. The exclusions and limitations provided in Table 1 are in addition to the general exclusions set out in this section 2 and in no way limit the exclusions set out in this section 2.

3.11 Where Chorus makes a decision that a Service Level Default has not occurred because one or more of the exclusions apply, the details of the exclusion are to be recorded and reported in Chorus's monthly performance report provided in accordance with this Agreement.

Access Seeker Forecasts

3.12 Each Access Seeker must provide reasonably accurate BAU Forecasts to Chorus in accordance with the procedures and time frames set out in the Operations Manual. The consequences of the Access Seeker failing to provide BAU Forecasts or failing to provide reasonably accurate BAU Forecasts will be as set out in the Operations Manual.

Review

3.13 This Part 2 may be changed in accordance with the change mechanism set out in the Terms and Conditions.

Defined Terms

3.14 In this Part 2, words and phrases defined in the Terms and Conditions have the meanings given in the Terms and Conditions, and unless the context requires otherwise:

<i>Business Hours</i>	means 8.00am to 5.00pm on any Working Day.
<i>Consecutive Business Hours</i>	means a number of consecutive hours (including fractions of hours) within Business Hours (where the first Consecutive Business Hour in a Working Day is consecutive to the last Consecutive Business Hour in the preceding Working Day).
<i>Deemed Acceptance Time</i>	means the time which is four Consecutive Business Hours after the Receipt Time of a valid Order. To avoid doubt, an Order may still be rejected notwithstanding a deemed acceptance.
<i>Deliverable</i>	means a "Deliverable" specified in Table 1 below.
<i>Fault Restoration Hours</i>	means 7:00am to 7:00pm, seven days a week and <i>Fault Restoration Hour</i> means one hour within this period.
<i>Receipt Time</i>	means: (a) for Orders that are made using OO&T, the time that the electronic communication containing the Order enters OO&T; or (b) for Orders that are made by email, the time that an Order is received in the Chorus designated inbox for receipt of such Orders, provided that where an Order is received outside Business Hours, the Receipt Time will be the start of the first Business Hour of the following Working Day.
<i>RFS Date</i>	means the date that Chorus completes the provisioning of a service to which a Service Level relates.
<i>Service Level</i>	means a "Service Level" specified in Table 1 below.
<i>Service Level Default</i>	means a failure by Chorus to meet the a Service Level.

<i>Standard Lead-Time</i>	means the time period that it will take Chorus to provision a service supporting a RBI Fibre Service as set out in Table 2 below.
<i>Tolerance Level</i>	means minimum levels of performance of a Service Level for a Deliverable each month, expressed as a percentage in Appendix 1 and Appendix 2.
<i>Truck Roll</i>	means each occurrence on which Chorus physically despatches a field services person to go out and perform exchange or field work in connection with the provisioning of a service supporting the RBI Fibre Service.
<i>Waiter</i>	means an accepted Order which has become a waiter under the applicable Operations Manual.

Part 2, Table 1: Service Levels for Provisioning and Operational Support of RBI Fibre Services

Item No.	Function to which Service Level Relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
1	New Connection Relinquishment Handover Connection	Order acknowledgement	Chorus will acknowledge receipt of each Order	Provide acknowledgment of receipt of each Order to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time	99%	
2	New Connection Relinquishment Handover Connection	Notification of rejection	Chorus will reject invalid Orders by returning the appropriate code to the Access Seeker	Provide notification of the rejection to the Access Seeker within 4 Consecutive Business Hours following the Receipt Time	90%	This Service Level will not apply where prequalification for an Order requires an action to be undertaken manually.
3	New Connection Relinquishment	Notification of expected RFS Date	Chorus will notify the Access Seeker of expected RFS Date of the Order ²⁹	Provide notification of the expected RFS Date to the Access Seeker within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	This Service Level will not apply where an Order is a Waiter
4	Handover Connection	Notification of expected RFS Date ³⁰	Chorus will notify Access Seeker of expected RFS Date of the Order or confirmation of when Chorus will provide notification of expected RFS Date	Provide notification of the expected RFS Date, or provide confirmation of when Chorus will be in a position to provide notification of the expected RFS Date, to the Access Seeker within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	

²⁹ The notified expected RFS Date must be within the Standard Lead-Time, except where otherwise agreed between Chorus and the Access Seeker.

³⁰ The notified expected RFS Date must be within the Standard Lead-Time, except where otherwise agreed between Chorus and the Access Seeker.

Item No.	Function to which Service Level Relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
5	New Connection Relinquishment Handover Connection	Order is completed right first time	Chorus will complete the Order without fault	No faults in work carried out to provision the Order to occur within 5 Working Days of confirmation by Chorus of completion	90% (for each function)	The fault must be a fault: <ul style="list-style-type: none"> for which Chorus is responsible; that has been reported to Chorus within 5 Working Days of confirmation by Chorus of completion of the Order; and that is found and required to be fixed (it is not a "No Fault Found")
6	New Connection	Meet notified expected RFS Date for the relevant RBI Fibre Service	Chorus will complete the Order by the notified expected RFS Date	Complete the Order by the notified expected RFS Date	90% (for each function)	Where Chorus extends a previously notified RFS Date (other than as a result of an Access Seeker's or an Access Seeker's Customer's request to do so), this is considered a failure of this Service Level
7	Relinquishment Handover Connection	Meet notified expected RFS Date ³¹	Chorus will complete the Order by the notified expected RFS Date	Complete the Order by the notified expected RFS Date	90%	Where Chorus extends a previously notified RFS Date (other than as a result of an Access Seeker's or an Access Seeker's Customer's

³¹ The notified expected RFS Date must be within the Standard Lead-Time, except where otherwise agreed between Chorus and the Access Seeker.

Item No.	Function to which Service Level Relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
						request to do so), this is considered a failure of this Service Level
8	New Connection Relinquishment Handover Connection	Pre-qualification Acknowledgement	Chorus will acknowledge receipt of Pre-qualification Order	Complete the acknowledgement of receipt within 4 consecutive Business Hours following the receipt of the Order	90%	
9	New Connection Relinquishment Handover Connection	Pre-qualification Order Completion	Chorus will complete the Pre-qualification Order and return the required information to the Access Seeker	Complete the Pre-qualification Order and return the required information to the Access Seeker within: <ul style="list-style-type: none"> for automated Pre-qualification, 4 consecutive Business Hours following receipt of the Order for a special manual Pre-qualification investigation, 6 Working Days following receipt of the Order. 	90%	
10	New Connection Relinquishment Handover Connection	Change to RFS Date	Chorus will provide notification of RFS Date change	Provide notification of the change of RFS Date to the Access Seeker within 4 Consecutive Business Hours of receipt of the request to change an existing Order (provided that the request is received at least 1 Working Day prior to the notified RFS Date)	90%	
11	New Connection Relinquishment Handover	Confirmation of completion	Chorus will provide the Access Seeker with confirmation of completion of the	Provide confirmation of completion of the Order to the Access Seeker within 4 Consecutive Business Hours after the Order	90%	

Item No.	Function to which Service Level Relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
	Connection		Order	has been completed		
12	RBI Fibre Service	Notification of Planned Outages	Chorus will advise of Planned Outages	Advise at least 5 Working Days before Planned Outage occurs	90%	Chorus will use all reasonable endeavours to schedule Planned Outages between the hours of 11:00pm and 6:00am
13	RBI Fibre Service	Notification of Unplanned Outages	Chorus will advise of Unplanned Outages	Advise within 2 hours, 24 hours a day, seven days a week, of Chorus discovering or receiving notification of the Unplanned Outage	90%	
14	RBI Fibre Service	Fault report receipt acknowledgement	Chorus will acknowledge receipt of each fault report	Provide report receipt acknowledgement within half a Fault Restoration Hour of the fault being reported ³²	90%	This Service level does not apply where an invalid fault report has been submitted.
15	RBI Fibre Service	Notification of expected restoration time	Chorus will provide notification of the expected restoration time ³³	Provide notification of the expected restoration time within 4 Fault Restoration Hours of the fault being reported	90%	Unless otherwise agreed between Chorus and the Access Seeker, where a fault relating to the technical service specifications is reported, Chorus will provide notification of the expected restoration time within 8 Fault Restoration Hours of the fault being reported

³² If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received at 7.00am the following day.

³³ The expected restoration time will be provided in accordance with Chorus's fault prioritisation systems.

Item No.	Function to which Service Level Relates	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions
16	RBI Fibre Service	Meet notified expected restoration time	Chorus will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	
17	RBI Fibre Service	Availability of OO&T	Chorus will make OO&T available to the Access Seeker	OO&T is available to the Access Seeker 24 hours a day, 7 days a week.	99.8%	Availability to be measured 24 hours a day, 7 days a week over a calendar month, excluding any periods of Permitted Maintenance.
18	RBI Fibre Service	Availability of OFM	Chorus will make OFM available to the Access Seeker	OFM is available to the Access Seeker 24 hours a day, 7 days a week	99.8%	Availability to be measured 24 hours a day, 7 days a week over a calendar month, excluding any periods of Permitted Maintenance.

Notes:

Where availability measured

In respect of Items 17 and 18, availability is measured from the point at which the public internet meets the OO&T or the OFM (as the case may be).

Permitted Maintenance

The OO&T or OFM systems may be taken out of service for routine maintenance, testing, configuration changes, software upgrades or updating facilities. Chorus will, where practicable, carry out such work between 10.00pm and 7.00am. In such cases, Chorus shall advise Access Seekers not less than 5 Working Days prior to the event.

Chorus may, at such other times as Chorus considers reasonably necessary, take the OO&T and OFM systems out of service, taking into account the need to minimise any disruption caused to the Access Seekers. Chorus will advise of such outages not less than 10 Working Days prior to the event.

Unplanned Outages

If the OO&T or OFM systems must be taken out of service to resolve a fault affecting the system, where reasonably practicable, Chorus shall give notice to the Access Seeker of any such unscheduled outages and the Access Seeker will be kept regularly updated regarding the resolution of the fault.

Part 2, Table 2: Standard Lead-Times for Orders

Service supporting a RBI Fibre Service	Standard Lead-Time
New Connection (Truck Roll required)	21 Working Days
New Connection (no Truck Roll required)	2 Working Days
Relinquishment	2 Working Days
Handover Connection (equipment available)	21 Working Days
Handover Connection (no equipment available)	3 – 6 months