

MASTER SERVICES AGREEMENT

SERVICE DESCRIPTION



SERVICE DESCRIPTION: METRO ACCESS

PART A – PRODUCT OVERVIEW

Metro Access is a connectivity service that we use to connect your site(s) to our Network in order to provide you with One New Zealand services (called Associated Services) such as Private IP networks, Business Internet, SIP voice and unified communications.

You should read this description together with the respective service descriptions for each of the Associated Service(s). If there is a conflict between Service Description for Associated Service(s) that use Metro Access, then this service description will take precedence.

PART B – METRO ACCESS SERVICE

1. YOUR METRO ACCESS SERVICE

1.1 We use the following Metro Access types (subject to availability and commercial viability)

Component	Description
Access Type	Metro Access HSNS Copper
Access Description	Provided over dedicated copper wires, which have speed limitations based on the distance to the relevant exchange or roadside cabinet
Bandwidth Capacity	128kbp up-to 10Mbps
Access Equipment	Jack Point or Patch panel outlet, One New Zealand IAD Equipment
Service Availability (excludes Loss of Power)	99.7% for Metro areas 99.5% for Rural areas
Support Services	Standard support available by default. A Critical Response SLA is available for an additional cost.

Component	Description
Access Type	Metro Access Fibre
Access Description	Provided over dedicated point to point fibre that includes: <ul style="list-style-type: none">• One New Zealand Fibre (on-net)• Bitstream 4 from Local Fibre Access Providers• Dark Fibre Access Service (DFAS)
Bandwidth Capacity	30Mbps up-to 1Gbps
Access Equipment	Fibre Termination Box (ONT), One New Zealand IAD Equipment
Service Availability (excludes Loss of Power)	99.8% for One New Zealand Fibre sites 99.7% for Bitstream 4 and DFAS
Support Services	Standard support available by default
Diversity	Options available at an additional cost

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Component	Description
Access Type	Metro Access Bitstream
Access Description	Provided over shared UFB (GPON or XGSPON) fibre that includes: <ul style="list-style-type: none"> • Bitstream 3 / 3a / 3b • Hyperfibre • High Priority Access
Bandwidth Capacity	30Mbps up-to 1Gbps
Access Equipment	Fibre Termination Wall Box (ONT), One New Zealand IAD Equipment
Service Availability (excludes Loss of Power)	99.7%
Support Services	Standard & Enhanced support available. A Critical Response SLA is available for an additional cost
Diversity	Options available at an additional cost

Component	Description
Access Type	Metro Access Wireless
Access Description	Provided over Digital Microwave Radio links used where no other option is available, includes: <ul style="list-style-type: none"> • One New Zealand DMR (on-net) • Vital DMR.
Bandwidth Capacity	10Mbps up-to 500Mbps
Access Equipment	Outdoor (External) Antenna which is pole mounted, One New Zealand IAD Equipment
Service Availability (excludes Loss of Power)	99.5% on One New Zealand DMR 98% on Vital DMR
Support Services	Standard support available by default
Diversity	Options available at an additional cost

2. METRO ACCESS AVAILABILITY AT YOUR SITES

2. 1 The Pricing Schedule lists your sites and the preferred Metro Access type. The availability and/or viability of a specific Metro Access type at any of your sites is dependent on:
- (a) Network availability from us or another Access Provider;
 - (b) All third party consents such as building owner or council consent have been obtained by the Access Provider;
 - (c) Your agreement to pay any Final Installation Charge identified during the audit;
 - (d) You providing all necessary contact information such as site contact, key holder or onsite IT technician;
 - (e) You or your onsite representative signing any necessary end user terms if required; and

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- (f) Where the limit of new connections has been reached at your site (if any), you agree to remove a previously installed product, or replace it with an equivalent Associated Service.
- 2. 2 The building owner needs to provide the Access Provider with written consent to install any network infrastructure to your site. The building owner may also be asked to pay an Installation Contribution towards any shared infrastructure. If the building owner does not give consent, or does not pay the Installation Contribution within a specified timeframe then the Metro Access cannot be installed.
- 2. 3 The Access Provider will negotiate consent and any applicable Installation Contribution directly with the building owner. Where One New Zealand is not the Access Provider, we are not a party to any associated agreement, and therefore we cannot pay any Installation Contribution.

3. ORDERING METRO ACCESS

- 3. 1 Your Metro Access order details are provided in the separate Pricing Schedule.

4. INSTALLATION OF THE ACCESS SERVICE BY THE ACCESS PROVIDER

- 4. 1 Before your Services can be installed, the Access Provider's access network needs to be installed to your site(s).
- 4. 2 A Metro Access installation can be Standard or Non-standard:
 - (a) **Standard:** a standard Installation Charge will apply for installations that we advise are standard.
 - (b) **Non-standard:** If the installation is non-standard, the initial Installation Charge will change. We will advise you of the revised Installation Charge/Surcharge. If you do not agree to the Final Installation Charge, you may substitute or cancel the Metro Access for that site (and Associated Service/s), without paying the applicable Early Termination Charge.

The initial Installation Charge is an estimate only, and the site survey may change the installation type and the Installation Charge.

- 4. 3 Once the installation type has been confirmed and agreed, the Access Provider will:
 - (a) Install any necessary network infrastructure that is typically not located on your site. For Metro Access Wireless this will include the installation of an outdoor antenna on a pole that is mounted on a rooftop.
 - (b) Complete a site visit to scope the Upstream Premises Cabling requirements, after which you may be asked to agree the proposed location of any network equipment, cabling or wall boxes.
 - (c) Install any Upstream Copper or Fibre Premises Cabling from the most accessible external point into the agreed service delivery point – normally a communications room.
 - (i) For HSNS Copper, twisted copper cables are installed from a roadside cabinet to a demarcation point within your site. You are responsible for providing the downstream internal cabling to the agreed service delivery point.
 - (ii) For Fibre and Bitstream access, fibre cables are installed from the roadside access point to a fibre wall box within the agreed service delivery point.
 - (iii) For Metro Access Wireless, this is the upstream copper or fibre cabling from the outdoor antenna to the agreed service delivery point.
 - (iv) For HSNS Copper, Fibre and Bitstream access, in some circumstances we may be required to use third party or building owner supplied internal cabling to complete the Upstream Premises Cabling requirements.
 - (d) If a scheduled site visit by an Access Provider cannot proceed for any reason that we do not control, you may be charged a Missed Appointment charge.
 - (e) The Access Provider's equipment:
 - (i) is their service demarcation point;
 - (ii) remains their property during and after the term of this agreement;
 - (iii) may be shared by One New Zealand and other Service Providers; and

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- (iv) may remain onsite at the end of our agreement with you, and may be re-used for other services at a later date.

5. INSTALLATION OF METRO ACCESS

5.1 The process is as follows:

- (a) Within 7 working days of the access service being installed, a One New Zealand technician will visit to install our IAD, the Metro Access, and the Associated Service(s).
- (b) Once installed, tested and labelled our technician will show your designated site contact the location of the IAD.
- (c) Within 36 hours you will receive a completion notification which means the Associated Service(s) are ready for you to connect your own equipment to our IAD.
- (d) The IAD remains our property. A charge applies for lost or damaged equipment.
 - (i) Our equipment should not be interfered with or accessed by you, and is exclusively managed by us. Any interference by you will be considered a material breach of this Agreement;
 - (ii) The IAD is our demarcation point for the Metro Access and is powered from your premises. We are not liable for any disruption of power.
- (e) Charges for the Metro Access may start from when the installation is complete, and potentially before the start of charges for Associated Services, unless agreed otherwise.

5.2 Making Changes to your Metro Access

- (a) You can request the following changes to your service as a variation to this agreement.
 - (i) Site relocation that requires us to move a Metro Access;
 - (ii) Change of Bandwidth within supported upgrade options (refer to data sheet);
 - (iii) Change of the location of the Access Provider's or our equipment within your building;
 - (iv) Renewal of the Access Term;
 - (v) Replacement of our lost or damaged equipment;
- (b) The following changes are considered a termination of the Metro Access, and therefore Early Termination Charges are payable in the following circumstances (without limitation).
 - (i) Instructing us to change the location of any of our equipment;
 - (ii) Changing the Access Method or Access Type (the availability of an alternative Access Type cannot not guaranteed);
 - (iii) Terminating the Metro Access within the Access Term or the Service Initial Term.

5.3 Making use of third party or building owner supplied Upstream Premises Cabling

We may connect to third party or building owner supplied internal cabling to complete the Upstream Premises Cabling. We are not responsible for the maintenance or repair of any internal cabling that we have not installed ourselves. All faults in relation to such cabling must be raised by you to the relevant third party, building owner or their representative to resolve. The restoration time for such repairs is excluded from our fault resolution SLA terms.

5.4 Continuous Improvement

We may substitute an equivalent Metro Access variant to the one originally supplied where, for example, a copper service can be replaced by a fibre service.

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PART C – PRICING

6. PRICING OVERVIEW

- 6.1 Refer to the Pricing Schedule for details of the applicable Charges.
- 6.2 We will invoice for Metro Access once installation is complete. This may be independent of invoicing for Services at other sites.

7. INSTALLATION

- 7.1 A standard Installation Charge will apply for installations that we consider to be standard.
- 7.2 The Installation Charge is subject to change, as factors that impact the Installation Charge may become apparent at a later date. We will advise you if this occurs and quote a revised Installation Charge/Surcharge. If you do not agree to the Final Installation Charge, you may substitute or cancel the Metro Access for that particular site (and its Associated Service), without paying the applicable Early Termination Charge.

8. SITES

Please refer to the Pricing Schedule for details of your sites which you have requested Metro Access provided under this Service Description.

PART D – ADDITIONAL SERVICE CENTRE SERVICE DESCRIPTION TERMS

The following terms apply in addition to the Service Centre Service Description terms. If there is any conflict between the terms within the Service Centre Service Description and these terms, the terms in this Metro Access Service Description will take precedence.

9. SERVICE HOURS

- 9.1 The Service Hours that apply to a specific Metro Access connection are the Service Hours of either One New Zealand or the relevant Access Provider.
 - (a) We process your service requests during the business hours of 7.00am to 5.30pm Monday to Friday excluding national public holidays. Where another Access Provider is involved, we will task them directly.
 - (b) The default service hours for Access Providers are 8am to 5pm, Monday to Friday excluding national public holidays unless the Pricing Schedule includes extended service hours for a particular Access Provider or Service instance.

PART E - SPECIFICATIONS FOR THE METRO ACCESS

10. SPECIFICATIONS

- 10.1 Each Metro Access includes our IAD equipment, the Upstream Premises Cabling that we have installed, and the external access network, but excludes the Downstream Premises Cabling and any other on-premises cabling which we have not installed. The service includes the use of the Metro Access, your Associated Service(s), and the maintenance of the Metro Access itself.
- 10.2 The detailed specifications of the Metro Access are detailed in a separate Data sheet and are subject to change without notice. Please ask for a copy of the Metro Access Data Sheet if you need to see the current specification.

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PART F - OTHER TERMS AND CONDITIONS

11. YOUR RESPONSIBILITIES

11.1 You are responsible for:

- (a) Agreeing on a suitable location for all equipment that we and the Access Provider install;
- (b) Providing an onsite contact to escort the technician, and sign any service order paperwork needed to start/finish an installation or upgrade;
- (c) Providing any Downstream Premises Cabling to your equipment, and physically connecting the IAD to your own equipment;
- (d) Providing local mains power for our equipment and any battery back-up you may require;
- (e) Ensuring that Voice and Video CoS is used exclusively and appropriately for those traffic types only;
- (f) Informing us of all changes you require to your Associated Service(s) when changing a Metro Access;
- (g) Discussing any changes you make to a Metro Access with any third-party (including your IT Provider, PBX Vendor) that may be impacted by the change;
- (h) Ending any third-party telecommunications service that you no longer need as a result of this agreement;
- (i) Providing onsite support for any Continuous Improvement we make under Section 5.3.

12. END USER TERMS

12.1 Metro Access Bitstream has End User Terms specified by the Local Fibre Access provider. You must agree to be bound by the End User Terms as well as your agreement with us. You must confirm your acceptance of the End User Terms by signing a copy of the Access Provider's End User Terms if they ask you to. Copies of each Access Provider's End User Terms can be found on their website.

Access Provider	End User Terms
Northpower Fibre	northpowerfibre.co.nz northpower.com/fibre/agreements
Tuatahi Fibre	tuatahifibre.co.nz https://www.tuatahifibre.co.nz/end-user-terms
Enable	enable.net.nz https://www.enable.net.nz/about-enable/end-user-terms/
Chorus	chorus.co.nz https://www.chorus.co.nz/terms-and-conditions/chorus-end-user-terms

PART G – DEFINITIONS

13. IN THIS SERVICE DESCRIPTION:

Access Provider means One New Zealand or a 3rd party network operator that owns the access media and associated equipment that is installed at your site, so we can supply a Metro Access service.

Access Type means a type of Metro Access Method, which differs in network Characteristics, capability, geographical coverage and / or price. The types include HSNS Copper, Fibre, Bitstream, or Wireless.

Associated Service means a Service that physically depends upon an instance of the Metro Access for carriage between your site and our Network. These include Private IP networks, Business Internet Access, SIP voice and Unified Communications.

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Bitstream means your Metro Access service is based on a connection to your property using fibre media that could be shared with other tenants or service providers;

CoS means Class of Service for the carriage of Ethernet traffic of the Associated Services. Metro Access supports 6 classes of Service, subject to the provisions of each Associated Service;

DMR means Digital Microwave Radio which is a wireless microwave Access Type;

Downstream Premises Cabling is cabling you use to connect your equipment to our IAD.

Final Installation Charge means the Installation Charge when all additional and consequential charges are identified;

IAD means Integrated Access Device, which is the equipment we use at your site, on which we make available the Associated Service(s) that connect to your equipment;

Initial Access Bandwidth means the permitted symmetrical bandwidth on the Metro Access at the Commencement Date;

Installation Charge means the charge you need to pay to have the Metro Access installed;

Installation Contribution applies only to a UFB based service, and is paid by the building owner to the Local Fibre Company towards the shared UFB network infrastructure;

LFC means the Access Provider, specifically one of the Local Fibre Companies, who provide Ultra-Fast Broadband and other wholesale services;

Metro Access means a connectivity service that we use to connect your site(s) to our Network in order to provide you with One New Zealand Associated Services.

Metro Access Method means any of our Metro Access products, currently a dedicated fibre, dedicated copper, dedicated DMR, Bitstream or a shared DMR access;

Non-Standard Installation means the site does not meet the standard, defined business rules of the access provider such as distance from your premise to network infrastructure and/or network delivery point used to provide a Metro Access.

RFS Date means the request for service date, the date you have asked for the Service to be available;

Service Delivery Point means the agreed location at your site where we will install the Metro access to. This location is typically a communications room or PABX room.

Service Provider means a retailer of telecommunication services such as One New Zealand.

Standard Installation means the site meets the standard, defined business rules of the access provider such as distance from your premise to network infrastructure and/or network delivery point used to provide a Metro Access.

UFB means Ultra-Fast Broadband.

Upstream Premises Cabling means the fixed cabling (copper or fibre) in the building at your site, between the IAD and the external termination point for telecommunications services at your premises, or where there is no termination point external to the premises, either the first jack on the premises cabling, or where appropriate, the building distribution frame.