

[Date]

[Name of Recipient]

[RSP]

[Address]

By email: [Insert email address]

Dear [Name of Recipient],

BUSINESS WHOLESALE PROMOTION – [RSP] Fibre Migration Offer

Introduction

In addition to the Services provided under the Enable UFB Services Agreement (**Services Agreement**), Enable Networks Limited (**Enable**) has agreed to offer a Fibre Migration Offer (**Offer**) to assist [RSP] (**Service Provider**) to accelerate the move of our community onto retail fibre broadband services.

The purpose of this Offer is to provide a marketing fund that the Service Provider will use to drive an increase in new fibre connections.

Background

In February 2023, the Service Provider approached Enable requesting assistance to help migrate a targeted selection of its business customers to fibre broadband. The existing access product used by these business customers – ‘HSNS’ – is being grandfathered and this change is being forced upon both the Service Provider and the business customer. Enable recognises this forced change and therefore wants to make the move to a new access network as seamless as possible.

The Offer is available on the following terms.

1. The Offer will commence at the signing of this offer letter, through to [Date] (**Offer Period**).
2. The Service Provider will finalise and share a list of targeted addresses where they have existing retail business customers using a wholesale access method through a non-Enable wholesale partner (**Target Address List**). The Service Provider agrees to actively migrate end-users at the addresses on the Target Address List (**Target Address**) to Enable fibre during the Offer Period.
3. Subject to the terms of this Offer, any fibre order that Enable receives from the Service Provider at a Target Address during the Offer Period (**Qualifying Order**) will be eligible for:
 - a. Up to 5 hours project co-ordination time;
 - b. Project management oversight and reporting from a dedicated Enable Service Delivery Manager;
 - c. Zero rated Standard Install charges for any new fibre connection order at a Target Address;

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PO Box 9228
Tower Junction
Addington
Christchurch 8149

and

- d. An account credit for all new connections, the value of which is driven by the address status:
 - i. For Target Addresses where Enable has previously installed fibre, one month credit of the primary access product from the connection date; and
 - ii. For Target Addresses where Enable has not previously installed fibre, two months' credit of the primary access product from the connection date.

The credit will be used by the Service Provider to provide a 'change window' and support the end-user to switch active services from their existing wholesale access to the Enable fibre access.

For clarity, Enable will not provide any monetary contribution to either the end-user or Service Provider.

In relation to clause 3.c. above, any non-Standard Install charges (eg: network extensions, long (>30m) lead ins) are chargeable as per the UFB Price List.

- 4. Upon connection of a Qualifying Order, Enable will provide a credit to the Service Provider account equivalent to either one or two months' value of the wholesale access price for the product ordered (see clause 3c).
- 5. To be eligible to participate, the Service Provider must sign and send this offer letter back to Enable. The Service Provider must also share with Enable the Target Address List of business customers to be migrated. This is to be recorded as Schedule 1 of this offer letter.
- 6. In providing this Offer to the Service Provider, Enable has an expectation that all Target Addresses will be migrated to Enable fibre.
- 7. If a connection for which the Service Provider has received a credit under clause 3 above becomes inactive for one month or longer within six months of the date on which the connection for a Qualifying Order under clause 3 was completed, Enable will reverse the credit relating to that connection on a pro-rated basis for any remaining months in the applicable six-month period.
- 8. The Offer does not apply to:
 - a. fibre to fibre transfers (RSP to RSP at same address); or
 - b. upgrades to existing fibre connections: or
- 9. All orders are to be placed in good faith with the intention of reaching "Service Given" state. If there is a material increase in the cancellation rate that has an impact on the connection rate, Enable reserves the right to review the terms of this offer letter in consultation with the Service Provider.

Unless stated otherwise in this offer letter, all of the provisions of the current Services Agreement (as may be amended from time to time in accordance with its terms) will continue to apply to the parties and capitalised terms used in this offer letter shall have the meaning given in the current Services Agreement. The terms set out in this offer letter will prevail over the terms of the current Services Agreement to the extent of any inconsistency between them.

You may confirm your participation in this Offer and your acceptance of these terms set out in this offer letter by signing where indicated below and returning a copy of this offer letter to your Enable Account Manager.

Yours sincerely

David Cooper
Chief Commercial Officer
Enable Networks Limited

Agreed on behalf of **[RSP]** by:

Signed

Name of authorised person

Date

Schedule One – Target Address List

Note: final address list is subject to change

[Insert Target Addresses here]