

[date]

[name of recipient]

[name of RSP]

[address]

By email [email address of recipient]

Dear [name of recipient]

UPGRADE TO FIBRE OFFER

Introduction

The momentum to move New Zealanders to the best, most reliable broadband is growing. However, we face the joint challenge of educating and motivating consumers, some of whom may not understand the obvious advantages that early adopters see. As a fibre wholesaler owned by our community, Enable Networks Limited (**Enable**) would like to ensure our community can enjoy the unlimited opportunities that can be achieved with fibre broadband, especially with winter coming and the poor performance of copper over these wetter months.

In addition to the Services provided under the Enable UFB Services Agreement, Enable has agreed to offer an Upgrade to Fibre Offer (the **Offer**) to assist you to accelerate the move of our community off copper and onto retail fibre broadband services.

The purpose of the Offer is to provide a marketing fund that you will use to drive an increase in new fibre connections in the Enable coverage area. The Offer applies to all upgrades from all other technologies and is therefore not limited to just ADSL upgrades.

The Upgrade to Fibre Offer

The Offer is available on the following terms.

1. The Offer is available for the period between 1 April 2017 and 30 June 2017 (inclusive) and will take effect from the date you sign this letter (the **Offer Period**). Enable may, in its discretion extend the Offer Period, potentially until 30 September 2017, and will endeavor to give notice of any such extension at least 60 days before 30 June 2017.
2. The Offer applies to orders accepted by Enable from **[RSP]** (the **Service Provider**) during the Offer Period for residential Bitstream 2A Wholesale Services of 100M or higher for:
 - a. premises converting to fibre from copper or HFC;
 - b. intact premises for which there has been no active fibre connection for 30 or more days.
3. The Service Provider must:
 - a. provide Enable with the details of the Service Provider's promotional plan that it will undertake in Enable's coverage during the Offer Period that is acceptable to Enable; and

- b. increase the Service Provider's orders accepted by Enable by at least 10% over and above the business as usual monthly order volumes (as agreed and recorded in the Schedule) for each calendar month during the Offer Period;

provided that the Service Provider may elect to aggregate the order targets and the orders accepted by Enable during April and May 2017 for the purposes of assessing whether the aggregated increased orders target has been met for those months together.

- 4. If the Service Provider complies with paragraph 3 above, and provided the Service Provider's rate of cancelled orders does not exceed the rate recorded in the Schedule for each month of the Offer Period, for every order received in the Offer Period and then subsequently connected, Enable will apply a credit to the Service Provider's invoice of:

- a. \$100 for each BS2A 100M or 200M order accepted by Enable referred to in paragraph 2 above (this will be increased to \$150 if the stretch target referred to in paragraph 5 is exceeded); and
- b. \$150 for each BS2A 1G order accepted by Enable referred to in paragraph 2 above;

provided that the one month credit Promotional Offer for Intact ONTs will not be applied in addition to the credit referred to above.

- 5. If the Service Provider achieves an increase in its orders accepted by Enable by 20% or more over and above the business as usual monthly order volumes (as agreed and recorded in the Schedule) for each month during the Offer Period, and provided the Service Provider's rate of cancelled orders does not exceed the rate recorded in the Schedule for each month of the Offer Period, Enable will apply a credit of \$150 in accordance with paragraph 4a above to orders accepted by Enable referred to in both paragraphs 2a and 2b above.
- 6. If a connection for which the Service Provider has received the Enable contribution is relinquished within 6 months of the date on which the connection was completed, Enable will reverse the credit referred to in paragraph 4 above relating to that connection in the Service Provider's then current invoice.
- 7. All orders are to be placed in good faith with the intention of reaching Service Given state. If there is a material increase the cancellation rate that has an impact on the connection rate, Enable reserves the right to review the terms of this agreement in consultation with the RSP.
- 8. The Offer does not apply to:
 - a. greenfield premises;
 - b. fibre to fibre transfers (RSP to RSP at same address); or
 - c. upgrades to existing fibre connections.

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

Yours sincerely



Malcolm Campbell GM
Marketing & Sales
Enable Networks Limited

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

Signed

Name of authorised person

Date

SCHEDULE

Monthly business as usual order volumes

[insert]

10% increase on monthly business as usual order volumes

[insert]

20% increase on monthly business as usual order volumes

[insert]