

[insert date]

[insert addressee]

[insert address]

Dear [insert]

Fibre Broadband Trial

We refer to our previous correspondence with you regarding the limited free trial terms on GPON (Bitstream 2) services (the **Trial**) that Enable Networks Limited (**Enable**) is offering to assist [RSP] and other retail service providers (**RSPs**) to become operationally ready in terms of their systems and processes.

The purpose of the Trial is to test the ordering and connection processes; the End User connection experience; and test and improve the integration of Enable's and [RSP]'s residential connection processes and standards. Testing of Enable's UFB service will continue to be carried out using the Integrated Test Facility.

As you are aware, [RSP] and Enable have entered into the Reference Offer (the **WSA**) for the supply by Enable of its Ultra-fast Broadband Services (the **UFB Services**). However, as noted above, the purpose of the Trial is for trial purposes only prior to the commercial launch by [RSP] of retail services using Enable's UFB Services. Accordingly, Enable and [RSP] have agreed to enter into this letter to agree the terms on which the Trial will be provided by Enable. At the end of the Trial, [RSP] may at its discretion continue to receive UFB Services subject to the terms of the WSA.

Enable and [RSP] have agreed the following terms on which the Trial will be provided by Enable.

1. The Trial is intended to be available to [RSP] for a maximum period of two months but may be extended by Enable if in Enable's reasonable opinion, the circumstances support this (the **Trial Period**). However, Enable may terminate the Trial Period earlier by providing reasonable notice and a reasonable explanation to [RSP]. The Trial Period is subject to a maximum of 15 residential Bitstream 2 & 3 connections being available for the Trial (the **Maximum Number of Connections**) unless otherwise agreed.
2. Enable will waive any charges relating to the installation and the monthly rental for the Trial Period for each Trial connection and the ENNI up to the Maximum Number of Connections or until any of [RSP]'s services carry live traffic, whichever is earlier.
3. Enable reserves the right not to proceed with an installation where the conditions at any end user (**Trialist's**) premises mean that extensive build work may be required or extra costs will be incurred. In these circumstances, Enable will discuss alternative options with [RSP].
4. The parties acknowledge that for the duration of the Trial, Enable does not give any warranties in respect of the performance or otherwise of the services that are covered by the Trial.
5. Enable and [RSP] will mutually agree the content and form of any promotional and communication activities associated with the Trial.
6. [RSP] must ensure that all Trialists have agreed to the following terms prior to the Trial commencing for each Trialist.
 - a. The Trialist acknowledges that the services being provided by Enable during the Trial are for testing and trial purposes only. The Trialist must retain its existing broadband and voice services with their current service provider.

- b. The Trialist confirms that it owns the premises where the services will be installed or the Trialist has obtained written consent from the owner of the premises prior to any installation occurring on those premises.
- c. The Trialist accepts that installation of the services as part of the Trial may require drill or trench excavation. Enable shall reinstate the Trialist's premises where any drilling or trenching is required. The Trialist agrees that any cabling, equipment or materials (Enable's network) installed as part of the Trial will remain in place after the Trial is finished even if the Trialist chooses not to retain the services following the Trial.
- d. The Trialist agrees that the Trial does not give the Trialist any rights in any part of Enable's network and the Trialist agrees to pay to repair or replace any part of Enable's network which is lost, or damaged by the Trialist or anyone the Trialist is responsible for.
- e. Where Enable or any of Enable's contractors or agents carry out work on a Trialist's property as part of the Trial and damage it through not taking reasonable care, Enable will pay the reasonable cost or repairing the damage. In order for Enable to consider the Trialist's claim, the Trialist must tell us within one month after their property is damaged. The Trialist agrees not to pursue Enable's contractors or agents for any such repair costs or damage.
- f. The Trialist agrees not to speak to any media or to make any comment through social media or any other platform about their installation experience or the Trial without Enable's express permission. The Trialist agrees that their service and images of their connection arising as a result of the Trial can be used by Enable for publicity or education purposes at no cost to Enable.

Please record [RSP]'s agreement to the terms of this Letter by signing where indicated below and return it to me.

We look forward to supporting and assisting [RSP] during the Trial.

Yours sincerely

Malcolm Campbell
GM Marketing & Sales
Enable Networks Limited

Signed by authority of [RSP]

[insert name]
[insert title]