

[insert date]

[insert addressee]

[insert address]

Dear [insert]

Fibre Broadband Trial

Enable is offering limited free trial terms on GPON (Bitstream 3 or 3a) services (the Trial) to assist [RSP] and other retail service providers to become operationally ready in terms of their systems and processes for their business customers.

The purpose of the Trial is to enable [RSP] to test and refine its ordering and connection processes and the integration of Enable's and [RSP]'s business connection processes and standards.

[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 Trial is for trial purposes only prior to the commercial launch by [RSP] of business services using Enable's UFB Services. Accordingly, Enable and [RSP] have agreed 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.

The following are the 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 it. However, Enable may terminate the Trial earlier by providing reasonable notice and a reasonable explanation to [RSP]. The Trial is for a maximum of 5 Bitstream 3 or 3a 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 during the Trial 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 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. Enable does not give any warranties in respect of the performance or otherwise of the services that are covered by the Trial for the period of the Trial.
5. Enable and [RSP] will agree the content and form of any promotional and communication activities associated with the Trial.
6. [RSP] must ensure that all end users taking part in the Trial have agreed to the following terms prior to work commencing for that end user.
 - a. The services being provided by Enable during the Trial are for testing and trial purposes only. The end user must retain their existing WAN, Internet Access and Voice services with their current service provider.



- b. The end user confirms that they own the premises where the services will be installed or have obtained written consent from the owner of the premises prior to any installation occurring on those premises.
- c. The end user accepts that installation of the services as part of the Trial may require drill or trench excavation. Enable shall reinstate the end user's premises where any drilling or trenching is required. The end user 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 end user chooses not to retain the services following the Trial.
- d. The end user agrees that the Trial does not give them any rights in any part of Enable's network and the end user agrees to pay to repair or replace any part of Enable's network which is lost, or damaged by the end user or anyone the end user is responsible for.
- e. Where Enable or any of Enable's contractors or agents carry out work on an end user's property as part of the Trial and damage it through not taking reasonable care, Enable will pay the reasonable cost of repairing the damage. In order for Enable to consider the end user's claim, the end user must tell Enable within one month after their property is damaged. The end user agrees not to pursue Enable's contractors or agents for any such repair costs or damage.
- f. The end user 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 end user 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]