



ultra**fast**  
FIBRE

ultrafastfibre.co.nz

[Date]

[Name Of RSP Contact Person]

[Name Of RSP] Limited

[Address Line 1]

[Address Line 2]

Dear [NAME]

## Wholesale Services Agreement – NBAP Service

In January 2012 Ultrafast Fibre Limited (**Ultrafast Fibre**) published its UFB Reference Offer (**Reference Offer**). Ultrafast Fibre and [Name of RSP] Limited (the **Service Provider**) have signed the Ultrafast Fibre UFB Wholesale Services Agreement (**Current WSA**) which forms part of the Reference Offer.

Ultrafast Fibre and the Service Provider now agree that the terms of this offer letter and the NBAP Service Service Order form will apply in relation to the supply of a dark fibre service suitable for the delivery of consumer and business grade applications requiring point-to-point dark fibre access to NBAPs only (the **NBAP Service**).

The NBAP Service enables access to, and interconnection with the Ultrafast Fibre Network and will be supplied by Ultrafast Fibre to the Service Provider on the following terms:

1. The NBAP Service will be delivered in accordance with the Service Description in Appendix A.
2. The standard configuration and service demarcation points for the NBAP Service are set out in Appendix B (which is a generic diagram only and is not intended to represent every situation or detailed physical architecture for the NBAP Service).
3. The NBAP Service terms apply to new NBAP Connections only. For the avoidance of doubt, any existing NBAP Connections supplied by Ultrafast Fibre to the Service Provider as at the date of this offer letter will continue to be supplied under the terms of the Current WSA.
4. From 1 October 2020, the following charges will apply for the NBAP Service:

SERVICE	TRANSACTIONAL CHARGE (one-off)	RECURRING CHARGE (per month)
NBAP Service New Connection	Time & Materials (based on an hourly rate of \$87.13 per hour plus materials)	N/A
NBAP Service	N/A	\$256.25

5. The NBAP Service will be made available on the terms of this offer letter until 31 December 2021, after which date the NBAP Service (and all existing NBAP Service Connections) will be incorporated into and governed by the terms of the Ultrafast Fibre's new wholesale services agreement that will apply from 1 January 2022.
6. The NBAP Service is not a service covered by the undertakings given by Ultrafast Fibre under Part 4AA of the Telecommunication Act 2001 which only apply to the supply of services by Ultrafast Fibre on its fibre-to-the-premises network.
7. The definitions and terms set out in the Current WSA General Terms (**General Terms**), Price List, Service Level Terms for the Direct Fibre Access Service (**Service Level Terms**) and the Direct Fibre Access Service Operations Manual (**Operations Manual**) apply to the terms in offer letter unless expressly stated otherwise and provided that where there are references to the *Direct Fibre Access Services* and the *End User Premises* in the General Terms, Price List,

Service Level Terms and Operations Manual those reference shall be read as if they are references to the *NBAP Service* and a *NBAP* respectively).

8. The NBAP Service:
  - 8.1 is not a Base Wholesale Service as defined in clause 1.3 of Ultrafast Fibre's UFB Wholesale Services Agreement General Terms;
  - 8.2 is not subject to a UFB Price Cap or the Price List;
  - 8.3 is not subject to clause 7.4(a) in the General Terms; and
  - 8.4 changes to any of the NBAP Service Charges and NBAP Service Ancillary Charges may be made on giving 60 days' prior written notice to the Service Provider and without Ultrafast Fibre completing any additional process contemplated in the General Terms.
  
9. The terms relating to the supply of the NBAP Service may be changed by Ultrafast Fibre using the process for Agreement Changes set out in the General Terms except that:
  - 9.1 the Change Management Forum's prior approval of any such proposed Agreement Change under clauses 24.1 and 25 of the General Terms is not required;
  - 9.2 CIP approval of any such proposed Agreement Change under clauses 24.1(d)(ii) and 24.8 of the General Terms is not required; and
  - 9.3 the Service Provider may not propose any Agreement Change in relation to this Service Description in accordance with clause 24.1(b) of the General Terms.
  
10. The Service Provider will submit a NBAP Service – Service Order for each NBAP Service Connection. A copy of that Service Order template is available from Ultrafast Fibre on request.

The terms set out in this offer letter prevail in the event of a conflict with the terms of the Current WSA. Except as expressly amended in this offer letter, all of the provisions of the Current WSA apply to the parties. Capitalised terms used in this offer letter have the meaning given in the Current WSA, unless stated otherwise in this offer letter.

Please confirm the Service Provider's acceptance of these terms and conditions by signing below and returning a signed copy of this offer letter to Ultrafast Fibre.

Yours faithfully  
**ULTRAFAST FIBRE LIMITED**

Richard Riley  
Chief Operations Officer

**Agreed for and on behalf of** **Limited:**

\_\_\_\_\_  
Signature

Name:

Position:

Date:



## Appendix A - NBAP Service - Service Description

### 1. NBAP Service components

The NBAP Service consists of the provision of a single fibre from the connector or OFDF at the NBAP.

### 2. Ultrafast Fibre and Service Provider Responsibilities

- 2.1 The other Ultrafast Fibre and Service Provider responsibilities are detailed in the General Terms, the Operations Manual and the Service Level Terms.
- 2.2 The Service Provider will be responsible for all of the design, specification and commissioning of its equipment and plant (both active and passive) connected to the NBAP Service, which is installed either by Ultrafast Fibre, Service Provider or End User.

### 3. Installation services

Provisioning of a NBAP Service is not subject to a Standard Install or Charges, and the provisioning for each Service Order for a NBAP Service is charged as an Ancillary Service (per item 9.20 in the Price List).

#### 3.1 Provisioning the NBAP Service

An install for a NBAP Service includes:

- (a) a Fibre Lead-in from the Fibre Access Point to the closest convenient external point at the NBAP, as agreed with the Service Provider (the **NBAP EP**); and
- (b) an extension of the Fibre Lead-in from the NBAP EP (there will not necessarily be a break in the Fibre Lead-in at the NBAP EP) to:
  - (i) a suitable mounted SC/APC connector at a secure location inside the NBAP; or
  - (ii) if there is an OFDF beyond the NBAP EP, a splice or LCA connector on the OFDF in the NBAP.

#### 3.2 Consents

- (a) Ultrafast Fibre will be responsible for obtaining and maintaining any and all third party authorisations, approvals, licences and consents required to generally to operate the Ultrafast Fibre network, including local territorial authority, council and land transport agency consents for network construction and civil works relating to the Ultrafast Fibre Infrastructure (**Network Consents**), and Ultrafast Fibre will be liable for the payment of any fees, charges, levies and costs associated with or arising from the Network Consents.
- (b) Ultrafast Fibre will be responsible for obtaining and maintaining any and all third party authorisations, approvals, licences and consents required to allow Ultrafast Fibre to deliver the NBAP Service to each Site (including the construction of, and continued access to, all Ultrafast Fibre infrastructure located at each Site) (**Service Delivery Consents**) and, in accordance with clause 12.3(a) in the General Terms, the payment of any fees, charges, levies and costs associated with or arising from the Service Delivery Consents (**Service**

**Delivery Consent Costs**) by Ultrafast Fibre will be considered unreasonable. Therefore, if approved by the Customer, the Customer will be liable and will reimburse Ultrafast Fibre for the Service Delivery Consent Costs. The Customer acknowledges that if it does not accept liability for the Service Delivery Consent Costs then Ultrafast Fibre is not obligated to deliver the NBAP Service to the relevant Site.

### **3.3 Provisioning at Ultrafast Fibre Central Office - Tie Cable**

Where required, Ultrafast Fibre will connect the single fibre from the LCA connector where it is terminated at Ultrafast Fibre's relevant Central Office MOFDF via a Tie Cable from the MOFDF to the Service Provider's Footprint within Ultrafast Fibre's relevant Central Office which has been installed as part of the Central Office & POI Co-location Service.

### **3.4 NBAP Termination Point**

For a NBAP, the termination point for the purposes of the Connection at the NBAP, and the network demarcation point between the Network and the NBAP wiring, is, as applicable, either:

- (a) the LC/APC or SC/APC connector on the end of the Fibre Lead-in from the NBAP EP (which is the connector); or
- (b) if there is an OFDF beyond the NBAP EP, a splice or LCA connector on the OFDF, within the NBAP.

### **3.5 Central Office Termination Point – Termination on Service Provider Footprint or Interconnection with a commercial backhaul service**

- (a) The Service Provider may establish a footprint in the relevant Ultrafast Fibre Central Office (**Service Provider Footprint**) and connect (via an Ultrafast Fibre supplied Tie Cable from the MOFDF) the single fibre provided pursuant to the NBAP Service to the Service Provider's Footprint. Accordingly, at the relevant Ultrafast Fibre Central Office, the termination point for the purposes of the NBAP Service connection, and the network demarcation point between the Network and the Service Provider's equipment, is usually the LCA connector or splice on the end of the Tie Cable that terminates on the OFDF on the Service Provider's Footprint.
- (b) Where the Service Provider has no Service Provider Footprint at the relevant Ultrafast Fibre Central Office, in order to take the NBAP Service at that Central Office the Service Provider must also take a commercial backhaul service from the MOFDF at that Central Office to the Service Provider's equipment at another location. In this case, the single fibre provided pursuant to NBAP Service will terminate on a splice or the LCA connector on the MOFDF at the relevant Ultrafast Fibre Central Office, which will be the service demarcation point. Ultrafast Fibre may, in its discretion, allow the Service Provider to use a third party tie cable or an inter-central office tie cable provided by Ultrafast Fibre to connect to the relevant Ultrafast Fibre Central Office.

### **3.6 Alternative Termination Point**

Ultrafast Fibre and the Service Provider may agree on a different termination point (subject to the location and requirements that apply to the relevant NBAP or the Service Provider Footprint).

## **4. Testing**

Ultrafast Fibre will test the NBAP Service from the termination point at the NBAP to the MOFDF or Service Provider's Footprint OFDF or LCA connector (as applicable) at Ultrafast Fibre Central Office to ensure the fibre is within the technical specification for fibre set out in Appendix C.

## 5. Additional Services

If the Service Provider requests Ultrafast Fibre to provide additional services, such as:

- (a) an installation to a NBAP utilising specialised termination equipment;
- (b) an installation of fibre-lead-in diversity at a NBAP (from the FAP to the ETP or OFDF as applicable);
- (c) NBAP wiring services; or
- (d) the installation and testing of Service Provider equipment (as defined in the Central Office and POI Co-location Service Description) and services,

then Ultrafast Fibre may elect to provide such additional services subject to terms to be agreed between Ultrafast Fibre and the Service Provider.

## 6. Interconnection Requirements

To use the NBAP Service the Service Provider can access and interconnect to the NBAP Service, either by:

- (a) co-locating Service Provider equipment (as defined in the Central Office and POI Co-location Service Description) at the relevant Ultrafast Fibre Central Office using a Footprint provided under the Central Office and POI Co-location Service;
- (b) where the Service Provider does not take the Central Office and POI Co-location Service at the relevant Ultrafast Fibre Central Office, by taking a third party backhaul service from the relevant Ultrafast Fibre Central Office MOFDF to connect to the Service Provider's equipment (as defined in the Ultrafast Fibre Central Office and POI Co-location Service Description) elsewhere;
- (c) requesting a fibre patch between two NBAP Services off the same Central Office (or, if agreed by Ultrafast Fibre, between one NBAP Service and one Direct Fibre Access Service at the same Central Office); or
- (d) requesting an inter-Central Office fibre service, where this service is available from Ultrafast Fibre.

## 7. Additional Service Characteristics

7.1 The technical specification of the NBAP Service is set out in Appendix C.

7.2 Ultrafast Fibre will provide certain support and other assistance to the Service Provider as part of the NBAP Service including:

- (a) an electronic facility for Service Requests;
- (b) an electronic facility for fault notifications; and
- (c) a tool to assist the Service Provider in determining the location and availability of the NBAP Service (pre-qualification).



- 7.3 Ultrafast Fibre will provide the Service Provider with network optical budget design targets and fibre commissioning power level test results. This information will be provided in good faith and the Service Provider will be responsible for the optical budgets used for each of their specific applications.
- 7.4 Where applicable, Ultrafast Fibre will provide the Service Provider with facilities to make fibre performance measurements from the OFDF in the originating Ultrafast Fibre Central Office to nominated termination points at the NBAP. Ultrafast Fibre will provide staff to access the OFDF and connect the test equipment to the fibre(s) for such tests by the Service Provider. An additional charge will be payable for these services.
- 7.5 The NBAP Service specifically excludes:
- (a) the provision or maintenance of any cabling or connection or active device beyond the service demarcation points described in clauses 5.1 and 6 below;
  - (b) configuration, monitoring, operation, on-going support or maintenance of the Service Provider's applications, equipment or networks; and
  - (c) the supply of AC mains & UPS power, accommodation space, heating, ventilation, air conditioning and facilities at the relevant Ultrafast Fibre Central Office.

## **8. Service Demarcation Point at the NBAP**

- 8.1 The Service Demarcation Point for the NBAP Service at a NBAP is the termination point described in clause 9, and the NBAP Service excludes any internal wiring.
- 8.2 If a NBAP Service fault reported by the Service Provider is found by Ultrafast Fibre to not be caused by Ultrafast Fibre or on any part of the Network up to the NBAP Service Demarcation Point, the Service Provider will be charged the "*No Fault Found*" Charge in the Price List.

## **9. Ultrafast Fibre Service Demarcation Point**

The NBAP Service Demarcation Point at the Central Office is the termination point on the OFDF in the Central Office.

## **10. Service Provider Responsibilities**

- 10.1 All of the Service Provider's other responsibilities are detailed in the General Terms, Service Level Terms and the Operations Manual (where references to the *Direct Fibre Access Service* shall be read as if they are references to the *NBAP Service*).
- 10.2 The Service Provider will be responsible for all of the design, specification and commissioning of its equipment and plant (both active and passive) connected to the NBAP Service.

## **11. Fibre Diversity**

- 11.1 The NBAP Service provides a single fibre between the relevant Ultrafast Fibre Central Office and the relevant NBAP.
- 11.2 Diversity (a second or subsequent instance of the NBAP Service between the relevant NBAP and the relevant Ultrafast Fibre Central Office) may be made available by Ultrafast Fibre on request for NBAPs located in major health-care facilities, secondary or tertiary education centres, central business districts, industrial parks, business parks and strip malls. Diversity, as a standard product, may not be available to NBAPs located outside of these location types. The standard NBAP Service installation Service Levels do not apply to the provision of diverse

products and each instance will be treated as an individual line for the purpose of availability of the Service Levels.

- 11.3 Where available, the diverse optical paths will be in separate fibre cable sheaths, and if requested, in separate cable routes.<sup>1</sup> The diverse cable routes will be a minimum of the width of a street apart and should not share any manholes or access points. Separate entries into the relevant Ultrafast Fibre Central Office will be used where available.
- 11.4 The Service Provider may request diverse access to a NBAP, or access to diverse Central Offices as part of a Non-Standard Install; however, this may not be available in all cases.
- 11.5 Where practicable, Ultrafast Fibre may also provide diversity in situations other than those listed in the Service Description, on request, as an additional service.
- 11.6 There may be practical limitations to providing full physical diversity to some sites. The provision of a separate entry to an Ultrafast Fibre Central Office will have unique site specific engineering considerations and may attract additional costs.

## **12. Service Levels**

The Service Levels for the NBAP Service are set out in the Service Level Terms.

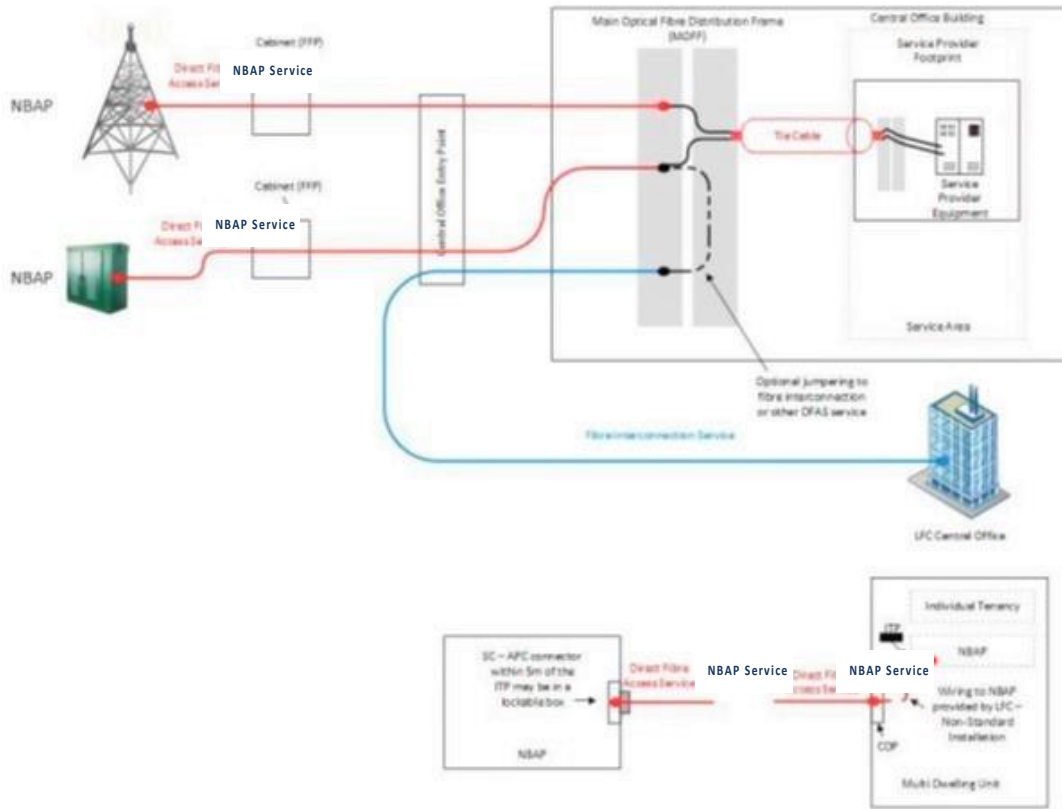
## **13. NBAP Location Clarification**

- 13.1 NBAPs require a unique location (in either a road reserve, on public land or on private land, including within an existing building) to be created and network records to be allocated.
- 13.2 NBAP types will take various forms with the following list setting out the initial service locations which may be amended in accordance with the General Terms:
  - (a) mobile network operator installations (i.e. cell towers or Wi-Fi sites);
  - (b) traffic control (including lights, cameras, signs);
  - (c) security cameras;
  - (d) mobile cellular sites (including towers);
  - (e) ATMs;
  - (f) lift (elevator) phones;
  - (g) phone boxes;
  - (h) pits;
  - (i) central office locations where Ultrafast Fibre does not have a presence;
  - (j) pump stations; and
  - (k) billboards.

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<sup>1</sup> While it is intended to make route diversity available for the NBAP types listed in clause 11.2, in some areas route diversity may not be available, or only may be available on a limited basis. Ultrafast Fibre's list of areas where route diversity is available, and areas where route diversity is not available, may be provided by Ultrafast Fibre on request.

Appendix B - Diagram



**Note:** The above diagram is a generic diagram showing the standard configuration and service demarcation points. It is not intended to represent every situation or detailed physical architecture for the NBAP Service.



### Appendix C - Technical Specification

<b>Fibre</b>	<p>External fibre must comply with ITU-T specification G.652D.</p> <p>Internal building fibres may comply with ITU-T G.657A but cable must meet appropriate fire regulations i.e. be Flame-Retardant, Non Corrosive, Low Smoke, No Halogen (FRNC/LSNH).</p>
<b>Connector Type</b>	<p>Fibre terminations must be SC/APC type connectors (complying with the IEC 61754-4 standard) or alternatively LC/APC also known as LCA type connectors (complying with the IEC 61754-20 standard) as appropriate.</p>
<b>Optic Path</b>	<p>Laser types and path characteristics expected to be designed to a minimum standard which are contained in the documents in Ultrafast Fibre document ND0473 based on IEEE 802.3 Section 5 standard or ITU-T G.984.</p>
<b>Fibre Testing</b>	<p>Testing for power loss will be at either 1310 or 1550 nm.</p> <p>The wavelengths of 1625 nm and 1650nm are reserved for Network maintenance testing purposes, (live GPON Network) compliant with ITU-T L.41.</p>