



TNZ Group Limited
41 Grampian Road
St. Heliers
Auckland

ph: 09 929 3000
fax: 09 522 8839
email: sales@tnz.co.nz
web: www.tnz.co.nz

Delivery of Service Agreement – HSNS and/or Fibre VoIP Circuit

Applicant Details

Company Name

Customer Contact Name

TNZ Group Account Number

Company Address for Service and Installation

Circuit Data Rate

Date of Agreement Commencement

Dear Applicant,

Along with the standard Terms and Conditions applicable to every TNZ Group Limited customer (see T&C here: <http://www.tnz.co.nz/About/TermsAndConditions/>) we (TNZ Group Limited) also require, where applicable, that customers (YOU, the Applicant) sign this agreement stating additional Terms and Conditions.

This agreement contains information on the HSNS/Fibre product offered by TNZ Group Limited. This is inclusive of a schedule, expected rates and pricing for the agreement's period, as well as responsibilities of both Applicant and TNZ Group Limited in relation to this service order only. Additional service orders may require a new Agreement with revised terms and/or Pricing.

The person signing below warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Signature

Name of Applicant

Agreement Period (Initial Term)

Twenty four (24) or thirty-six (36) months (delete the appropriate value) from the Service Commencement Date is the length of this Agreement before it becomes eligible for revision.

Either party may terminate the agreement on 60 days' written notice but such notice will not take effect until after the expiry of the Agreement Period (Initial Term).

Termination by the Applicant prior to the end of the Agreement Period (Initial Term) and not in accordance with the terms of this Agreement will incur an early termination fee (without prejudice to TNZ Group Limited's other rights and remedies under this Agreement and other agreed and/or acknowledged Terms and Conditions) equivalent to the total charges which would have been due for the remainder of the Agreement Period. The Applicant acknowledges that this termination fee represents a genuine pre-estimate of loss that TNZ Group Limited will suffer.

Service and Installation Charges

Installation charges for HSNS include reasonable expenses up to and including the Customer Premise Equipment (CPE) termination where required. Any requirement above this will incur additional charges.

Installation charges for Fibre include reasonable expenses up to the wall port in the Applicant's premises that is terminating the "Category 5" specification or fibre cable from the building's Metro Fibre terminating unit.

TNZ Group Limited is not responsible for service reliability or availability beyond the Installation Termination point (Service Delivery Point) laid out in this Agreement unless agreed to in writing by both TNZ Group Limited and the Applicant.

HSNS and Fibre services are provided over existing or new networks operated by third party service providers.

HSNS and Fibre services are direct connections to TNZ Group Limited only and do not include access to the Internet or any other Internet Service Provider (ISP) services.

Pricing/Rates

All prices exclude GST unless otherwise specified. For HSNS service Agreements, this monthly charge includes the rental of the Customer Premise Equipment (CPE).

Monthly Charges: NZ\$

Installation Charges: NZ\$

The following charges apply where the Customer requests changes to the Service:

Where no truck roll required: NZ\$150.00

Where truck roll is required: NZ\$250.00

Upgrade to higher speed: To be negotiated at Adjustment Date

Reduction to lower speed: To be negotiated at Adjustment Date

Applicant Responsibilities

It is the Applicant's responsibility to ensure their staff or agent(s) have sufficient skills to perform the Applicant's Responsibilities.

It is the Applicant's responsibility to:

- Provide and manage sufficiently dimensioned equipment and software for the Applicant's connection to the Installation Point (Service Delivery Point);
- Interface with the Applicant's side of the Installation Point (Service Delivery Point);
- Operate with the TNZ Group Limited and third party fibre and copper networks and public networks, at the speeds and protocols as specified in writing by TNZ Group Limited to the Applicant;
- Ensure the Applicant or the Applicant's users operate in a way that does not interfere with TNZ Group Limited, TNZ Group Limited's networks, third party networks or any other networks;
- Ensure the Applicant, their agent(s), and the Applicant's users comply with requirements in this Agreement; and
- Reimburse TNZ Group Limited for any reasonable expense incurred due to service interruptions occurring on the Applicant's side of the Installation Point (Service Delivery Point) when invoiced by TNZ Group Limited.

Target Service Levels

The Fibre and HSNS network availability is targeted as follows:

Network level: 99.95% uptime

Individual Port level: 99.95% uptime

However, TNZ Group Limited accepts no responsibility for non delivery of service due to any act of omission of a third party provider. If problems do arise that are due to problems on the third party provider's network, TNZ Group Limited will use all reasonable endeavours to work with such provider to ensure service restoration as soon as practicable. Applicants requiring maximum reliability from WAN services are encouraged to utilize TNZ Group Limited's dual or multiple redundancy service(s), which can provide two diverse connections to the Applicant.

If these target service levels are not being met on a consistent basis, and provided the Applicant has notified TNZ Group Limited, and allowed TNZ Group Limited thirty (30) days to make corrective measures, then the Applicant is no longer obligated to maintain any term commitments specified in this Agreement, though normal termination conditions and notification obligations would apply.