

# **Chorus UFB Services Agreement**

Price List

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#### 1. Introduction

- **1.1.** This Price List sets out the Charges for the Wholesale Services and Ancillary Services at the date the Wholesale Service Agreement takes effect and provides a mechanism to make any adjustments to the Charges.
- **1.2.** References to the Operations Manual are references to the relevant Operations Manual for a Wholesale Service. The operational requirements for each Wholesale Service are set out in the Operations Manual.
- **1.3.** References to clauses or sections are references to clauses or sections in this Price List unless expressly provided otherwise. The definitions set out in the General Terms and the Operations Manuals apply to the extent that they are not expressly modified by or inconsistent with the context of this Price List.
- **1.4.** Definitions

In this Price List:

Ancillary Charges are the charges for the Ancillary Services set out in Appendix 3.

**Charges** means Ancillary Charges, Recurring Charges and Transactional Charges as the context requires.

**Complex CPE** means any CPE noted in a list of complex CPE that will be prepared by the LFC and made available to the Service Provider based on equipment submitted for inclusion by Service Providers; the LFC may update the list of complex CPE from time to time in its absolute discretion.

Core Charges means Transactional Charges and the Recurring Charges.

**Service Provider On Boarding Process** means the process for set up of a new Service Provider involving the establishment of commercial relationships, co-location, OSS/BSS interfaces, interconnection links and layer two interoperability.

**Simple CPE** means any CPE noted in a list of simple CPE that will be prepared by the LFC and made available to the Service Provider based on equipment submitted for inclusion by Service Provider. The LFC may update the list of simple CPE from time to time at its absolute discretion.

**Recurring Charges** are the monthly recurring charges for Wholesale Services set out in Appendix 2. The Recurring Charges are subject to the Price Caps published by CFH.

**Transactional Charges** are charges (primarily for one-off activities) in respect of specific Wholesale Services that are set out in Appendix 1. The Transactional Charges are subject to the Price Caps published by CFH.

**UFB Non - CFH Miscellaneous Ancillary Service Charges** are charges for the Ancillary Services outside the scope of the UFB arrangement as set out in Table B of Appendix 3.

#### 2. Charges

2.1. The services referred to in Appendix 3 are the Ancillary Services.

- 2.2. Transactional Charges and Ancillary Charges can be either:
  - 2.2.1. fixed; or
  - 2.2.2. calculated on a fixed hourly rate (plus materials where applicable); or
  - 2.2.3. expressed as "price on application" (**POA**) to reflect the underlying cost of providing the resources and project management skills required to provide the service.
- 2.3. For all POA price items, LFC must, if requested by the Service Provider, use all reasonable endeavours to provide the Service Provider with two or more competitive quotes.
- 2.4. Charges will become due and payable and will be invoiced in the manner described in the Appendices, subject to the provisions in the General Terms relating to invoicing and payment of Charges.
- 2.5. All prices in this Price List exclude GST.

#### 3. Adjustment to Ancillary Charges

- 3.1. Subject to the approval of CFH in accordance with clause 3.4, the LFC will adjust the Ancillary Charges referred to in Table A of Appendix 3 to pass through increases or decreases in the cost of providing the Ancillary Services.
- 3.2. When adjusting the Ancillary Charges under clause 3.1, the LFC must also review all Ancillary Charges which are POA and provide a fixed price where this is practicable (such fixed price to be subject to the approval of CFH in accordance with clause 3.4)
- 3.3. Once an adjustment has been calculated under clause 3.1 or 3.2 the LFC must give notice to CFH of the adjustment and provide CFH with supporting information.
- 3.4. CFH will respond to the LFC within 20 Business Days from receipt of the notice given under clause 3.3 to approve or reject the adjustment. Any adjustment to an Ancillary Charge calculated under clause 3.1 or 3.2 will take effect from the date CFH approves the adjustment or such later date as notified by CFH provided that such later date may not be more than 60 Business Days after CFH's receipt of the notice under clause 3.3.
- 3.5. The LFC may adjust the Ancillary Charges in Table B of Appendix 3 (the UFB non CFH Miscellaneous Ancillary Service Charges) at the LFC's discretion (and without requiring any approvals under this Price List) on 30 Business Days' notice to the Service Provider and CFH.

#### 4. Early Termination Charges

- 4.1. Each Wholesale Service is subject to a Minimum Service Term.
- 4.2. If:
  - 4.2.1. a Service Provider terminates or otherwise relinquishes a Wholesale Service prior to the expiry of the applicable Minimum Service Term (other than where the Service Provider has terminated the Agreement or the applicable Service Order in accordance with clause 22.1 of the General Terms); or
  - 4.2.2. the LFC terminates the supply of a Wholesale Service prior to the expiry of the applicable Minimum Service Term in accordance with clause 22.1 of the General Terms,

(an **Early Termination Event**) then early termination charges (**Early Termination Charges**) may be payable by the Service Provider.

- 4.3. This section 4 sets out when Early Termination Charges are payable by the Service Provider and how those Early Termination Charges are calculated.
- 4.4. The LFC may, at its discretion, elect to waive Early Termination Charges that become payable by the Service Provider.

#### **General Rule**

- 4.5. Except as expressly stated in the General Terms or provided for below in respect of:
  - 4.5.1. "Residential Install Services";
  - 4.5.2. "Qualifying Services";
  - 4.5.3. "No ETC Services"; and
  - 4.5.4. "Primary Service Provider Terminations",

(as defined below), in the event of an Early Termination Event, the LFC may require the Service Provider to pay to the LFC Early Termination Charges equal to the Charges that would have been payable by the Service Provider for the supply of that Wholesale Service had the supply continued until the end of the Minimum Service Term.

#### **Residential Install Services**

- 4.6. For the purpose of this Price List a "**Residential Install Service**" means:
  - 4.6.1. Baseband when ordered as a stand alone voice only service in greenfields:
  - 4.6.2. the following Bitstream 2 Service variants (where they are being supplied to a Residential Connection):
    - 4.6.2.1. 30 Mbps down / 10 Mbps up (CIR 2.5 Mbps symmetrical);

- 4.6.2.2. 30 Mbps down / 10Mbps up (CIR 2.5Mbps symmetrical plus 7.5Mbps down);
- 4.6.2.3. 30 Mbps down / 10 Mbps up (CIR 5 Mbps symmetrical);
- 4.6.2.4. 100Mbps down / 50Mbps up (CIR 2.5Mbps symmetrical plus 7.5Mbps down); and
- 4.6.3. any other variants of Bitstream 2 Services for which the Standard Install is provided without charge by the LFC (as specified in the Price List).
- 4.7. If a Residential Install Service is subject to an Early Termination Event, then the LFC may require the Service Provider to pay the LFC Early Termination Charges equal to the remaining number of months (or part months) in the Minimum Service Term multiplied by the then lowest monthly charge for a Bitstream 2 Service.
- 4.8. For example, if at 1 July 2012 a Service Provider terminates a residential 100Mbps down / 50Mbps up Bitstream 2 Service (priced at \$55 per month), which is 6 full months into a Minimum Service Term of 12 months, the LFC may require the Service Provider to pay an Early Termination Charge of 6 times \$37.50 (being the remaining 6 months multiplied by the then lowest monthly charge for a Bitstream 2 Service.)

#### **Qualifying Services**

- 4.9. For the purpose of this Price List a "**Qualifying Service**" means the following Wholesale Services:
  - 4.9.1. any Bitstream 2 Service that is not a Residential Install Service;
  - 4.9.2. all Bitstream 3 Services; and
  - 4.9.3. all Bitstream 3A Services.
- 4.10. If a Qualifying Service is subject to an Early Termination Event, then, subject to clause 4.4, the LFC may require the Service Provider to pay the LFC Early Termination Charges equal to the remaining number of months (or part months) in the Minimum Service Term multiplied by the then lowest monthly charge for a Bitstream 2 Service.
- 4.11. For example, if at 1 July 2012 a Service Provider terminates a 100Mbps / 100Mbps Bitstream 3 Service (priced at \$175 per month), which is 6 full months into a Minimum Service Term of 12 months, and clause 4.4 does not apply, the LFC may require the Service Provider to pay an Early Termination Charge of 6 times \$37.50 (being the remaining 6 months of the Minimum Service Term multiplied by the lowest monthly charge for a Bitstream 2 Service.)
- 4.12. The LFC will waive the Early Termination Charge specified in clause 4.10 if the Qualifying Service is terminated within the Minimum Service Term and another Service Provider commences taking a Wholesale Service from the LFC (for which the LFC will be paid a Charge equal to or greater than the terminated Qualifying Service) for the same Premises (or End User Tenancy in the case of an MDU) at the time the Service Provider terminates the Qualifying Service.

#### **No ETC Services**

- 4.13. For the purpose of this Price List a "**No ETC Service**" means the Bitstream 4 Service (all variants) and the Direct Fibre Access Service.
- 4.14. If a No ETC Service is subject to an Early Termination Event (pursuant to a Service Provider's termination) and the Service Provider complies with the notice periods relating to that termination set out in the General Terms, then the LFC will not levy any Early Termination Charge in respect of the unexpired portion of the Minimum Service Term.

#### **Primary Service Provider Terminations**

4.15. If the LFC ceases to provide a Wholesale Service pursuant to clause 9.3(c) of the General Terms because the Service Provider has not become the Primary Service Provider in accordance with clause 9.3(c) of the General Terms, then the LFC will not levy any Early Termination Charge in respect of the unexpired portion of the Minimum Service Term of the Wholesale Service terminated pursuant to clauses 9.3 (c) and 9.3(d) of the General Terms.

### **APPENDIX 1 – TRANSACTIONAL CHARGES**

# 1 Bitstream Services

Servio	ce component	Description	Charge invoiced	Charge
1.1	Bitstream 2 Services Residential New Connection	The establishment of a new service instance of the Bitstream Service 2 where that installation is a Residential Connection (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 2 Service Description.	Following notification by the LFC of completion of Service Order	No Connection Fee for Residential Connections
1.2	Bitstream 2 Services Business New Connection	The establishment of a new service instance of the Bitstream Service 2 where that installation is a Business Connection (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 2 Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for relevant Bitstream 2 Service
1.3	Bitstream 3, 3a Services New Connection	The establishment of a new service instance of the Bitstream 3, 3a Service (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 3, 3a Service Descriptions.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for relevant Bitstream 3 or 3A Service
1.4	Bitstream 4 Services New Connection	The establishment of a new service instance of the Bitstream 4 Service (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months recurring fee for relevant Bitstream 4 Service
1.5	E-NNI port Handover Connection Installation	Charge for LFC installing the E-NNI ports including connection on the LFC's MOFDF and to Service Provider equipment located within the same Central Office. (See full requirements in Bitstream Operations Manual.)	Following notification by the LFC of completion of Service Order	\$300
1.6	Multicast Set-up	Set up new Service Provider with a Multicast Domain in all coverage areas	Following notification by the LFC of completion of Service Order	\$10,000
1.7	Bitstream 2 Education al** Services New Connection	The establishment of a new service instance of the Bitstream Service 2 where that installation is a Education Services Connection (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 2 Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for relevant Bitstream 2 Service

\*\*Prices for Educational services are available only to an approved list of educational organisations provided by the LFC.

1.8	Bitstream 3a Educational** Services New Connection	The establishment of a new service instance of the Bitstream 3a Service where that installation is a Education Services Connection (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 3a Service Descriptions.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for relevant Bitstream 3A Service
1.9	Bitstream 4 Educational** Services New Connection	The establishment of a new service instance of the Bitstream Service 4 where that installation is a Education Services Connection (i.e. there is no Bitstream Transfer). The service is established from the provision of a Standard Install as described in the Bitstream 4 Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for relevant Bitstream 4 Service

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### 2 Direct Fibre Access Service

Servi	ice component	Description	Charge invoiced	Charge
2.1	Direct Fibre Access New Connection	The establishment of a new service instance of the Direct Fibre Access Service (i.e. there is no Direct Fibre Access Transfer). The service is established from the provision of a Standard Install as described in the Direct Fibre Access Service Description.	Following notification by the LFC of completion of Service Order	Charge equivalent to 2 months recurring fee for Direct Fibre Access Service

### 3 Central Office and POI Co-location Service

Non-recurring Charges for the Central Office and POI Co-location Service are found under Ancillary Charges in Appendix 3

### **APPENDIX 2 – RECURRING CHARGES**

### 4 Bitstream Services

Servio	ce component	Description	Charge Invoiced	Charge
4.1	GPON Bitstream 30 Mbps down /	Bitstream 2 Template 1 as per Bitstream 2 Service Description, section 3.4.4.	Monthly	\$37.50
	10 Mbps up with 2.5 Mbps	Residential only Standard Monthly rental.		
	symmetrical CIR with ATA port Service Monthly Charge	Additional CIR / EIR options can be provided as described in items 4.15 – 4.18 using the Product Development Process as per section 7 of the Bitstream Operations Manual.		
4.2	GPON Bitstream 30 Mbps down /	Bitstream 2 Template 2 as per Bitstream 2 Service Description, section 3.4.4.	Monthly	\$41.25
	10 Mbps up with 2.5 Mbps CIR up / 10 Mbps CIR down with ATA port Service Monthly Charge	Residential only Standard Monthly rental.		
4.3	GPON Bitstream 30 Mbps down /	Bitstream 2 Template 3 as per Bitstream 2 Service Description, section 3.4.4.	Monthly	\$49.95
	10 Mbps up with 5 Mbps	Standard Monthly rental.		
	symmetrical CIR with ATA port Service Monthly Charge	Additional CIR / EIR options can be provided as described in items 4.15 – 4.18 using the Product Development Process as per section 7 of the Bitstream Operations Manual.		
4.4	GPON Bitstream 100 Mbps down	Bitstream 2 Template 4 as per Bitstream 2 Service Description, section 3.4.4.	Monthly	\$55
	/ 50 Mbps up with 2.5 Mbps	Standard Monthly rental.		
	CIR up / 10 Mbps CIR down with ATA port Service Monthly Charge	Additional CIR options can be provided as described in items 4.15 – 4.18 using the Product Development Process as per section 7 of the Bitstream Operations Manual		
4.5	GPON Bitstream 100 Mbps down	Bitstream 3A Template as per Bitstream 3A Service Description, section 3.4.4.	Monthly	\$175
	/ 100 Mbps up with ATA port Service Monthly Charge	Standard Monthly rental for option with 2.5 Mbps symmetrical High Priority CIR and 2.5 Mbps symmetrical Low Priority CIR.		
	-	High Priority CIR options can be provided as described in items 4.15 - 4.16. Low Priority EIR is reduced as High Priority CIR is increased.		
4.6	GPON Bitstream 100 Mbps down	Bitstream 3 Template as per Bitstream 3 Service Description, section 3.4.4.	Monthly	\$175
	/ 100 Mbps up with ATA port Service Monthly	Standard Monthly rental for option with 2.5 Mbps symmetrical High Priority CIR.		
	Charge	High Priority CIR options can be provided as described in items 4.15 - 4.16		

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4.7	Bitstream 100 Mbps down /	Bitstream 3A Service as described in the Bitstream 3A Service Description.	Monthly	\$390
	100 Mbps up with 10 Mbps CIR Service Monthly Charge	Standard Monthly rental for 100 Mbps service with 10 Mbps symmetric High Priority CIR and 2.5 Mbps symmetric Low Priority CIR		
		CIR options can be provided as described in items 4.19. Low Priority EIR is reduced as High Priority CIR is increased.		
4.8	Bitstream 1 Gbps down / 1	Bitstream 3A Service as described in the Bitstream 3A Service Description.	Monthly	\$465*
	Gbps up with 10 Mbps CIR Service Monthly Charge	Standard Monthly rental for 1 Gbps service with 10 Mbps symmetric High Priority CIR and 2.5 Mbps symmetric Low Priority CIR		
	Ū	CIR options can be provided as described in items 4.19. Low Priority EIR is reduced as High Priority CIR is increased.		
		*The price is calculated with reference to a direct Fibre Access input (\$355) + 1Gbps Bitsream (\$100) + 10MBps CIR (\$10) +		
4.9	P2P Bitstream 100 Mbps down	Bitstream 4 Service as described in Bitstream 4 Service Description.	Monthly	\$380
	/ 100 Mbps up with 0 CIR Service Monthly	Standard Monthly rental for 100 Mbps service		
	Charge	CIR can be provided as described in item 4.19		
4.10	P2P Bitstream 1 Gbps down / 1	Bitstream 4 Service as described in Bitstream 4 Service Description.	Monthly	\$455
	Gbps up with 0 CIR Service Monthly Charge	Standard Monthly rental for 1 Gbps service provided		
	, ,	CIR can be provided as described in item 4.19		
4.11	P2P Bitstream 10 Gbps down /	Bitstream 4 Service as described in Bitstream 4 Service Description.	Monthly	\$1355
	10 Gbps up with 0 CIR Service	Standard Monthly rental for 10 Gbps service		
	Monthly Charge	CIR can be provided as described in item 4.19		
4.12	10 Mbps Ethernet Multicast Access	Additional Standard Monthly rental for a 10 Mbps Ethernet Multicast Access channel provided in association with items 4.1 – 4.6.	Monthly	\$5
	channel Service Monthly Charge	Requires an Ethernet Port provided in association with items 4.1– 4.6 or as additional port in item 4.23.		
4.13	Additional 10 Mbps Ethernet Multicast Access channel Service Monthly Charge	Additional Standard Monthly rental for second 10 Mbps Ethernet Multicast Access channel provided in association with items 4.1 - 4.6. Service Provider must have purchased a 10 Mbps Ethernet Multicast Access Channel in 4.12 to purchase additional 10 Mbps Ethernet Multicast Access channel.	Monthly	\$2.50
4.14	Additional 5 Mbps Ethernet Multicast Access	Additional Standard Monthly rental for second 5 Mbps Ethernet Multicast Access channel provided in association with items	Monthly	\$1.25

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	channel Service Monthly Charge	4.1 – 4.6. Service Provider must have purchased a 10 Mbps Ethernet Multicast Access Channel in 4.12 to purchase additional 5 Mbps Ethernet Multicast Access channel.		
4.15	GPON Bitstream Additional 2.5 Mbps CIR down	Additional Standard Monthly rental for Additional 2.5 Mbps CIR down provided in association with items $4.1-4.6$ and items 4.31-4.35.	Monthly	\$1.25
		Can be used to create additional Bitstream 2, Bitstream 3, or Bitstream 3a Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.16	GPON Bitstream Additional 2.5 Mbps CIR up	Additional Standard Monthly rental for Additional 2.5 Mbps CIR up provided in association with items $4.1-4.6$ and items 4.31-4.35	Monthly	\$2.50
		Can be used to create additional Bitstream 2, Bitstream 3, or Bitstream 3a Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.17	GPON Bitstream Additional 10 Mbps EIR down	Additional Standard Monthly rental for Additional 10 Mbps EIR down provided in association with items 4.1–4.4 and items 4.31 – 4.32	Monthly	\$1.35
		Can be used to create additional Bitstream 2, or Bitstream 3a Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.18	GPON Bitstream Additional 10 Mbps EIR up	Additional Standard Monthly rental for Additional 10 Mbps EIR up provided in association with items 4.1– 4.4 and items 4.31 – 4.32	Monthly	\$2.70
		Can be used to create additional Bitstream 2 or Bitstream 3a Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.19	P2P Bitstream Additional 10 Mbps CIR symmetrical	Additional Standard Monthly rental for Additional 10 Mbps CIR symmetrical provided in association with item 4.7 – 4.11 and items 4.34– 4.37	Monthly	\$10
		Can be used to create additional Bitstream 4 Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.20	P2P Bitstream Additional 100	Additional Standard Monthly rental for Additional 100 Mbps EIR symmetrical	Monthly	\$10
	Mbps EIR symmetrical	Can be used to create additional Bitstream 4 Service Templates using the Product Development Process as per part 7 of the Bitstream Operations Manual.		
4.21	Voice Services	Voice only service.	Monthly	\$25
		Standard Monthly rental.		
		Cannot be provided with a Bitstream 2,		

		Template.		
4.22	Additional Voice port	Additional Standard Monthly rental for additional voice port.	Monthly	\$15
4.23	Additional Ethernet port	Additional Standard Monthly rental for additional Ethernet port.	Monthly	\$10
4.24	WiFi port	Additional Standard Monthly rental for WiFi port.	Monthly	\$2.50
		Requires an Ethernet Port provided in association with items 4.1– 4.6 or 4.23.		
4.25	Multicast	Outgoing charge per Mbps.	Monthly	\$1
	ongoing fee	Applies to Multicast Domain(s) as described in section 3.4 of the Multicast Service Description.		
		Items 4.12-4.14 will apply to each user connecting to the Multicast Domain.		
4.26	Multicast	Outgoing charge per Mbps per OLT.	Monthly	\$1
	ongoing fee	Alternative Ethernet Multicast Access price. Applies to Multicast Domain. 4.12-4.14 do not apply.		
4.27	E-NNI port 1 Gbps Handover connection	Standard Monthly rental.	Monthly	\$100
4.28	E-NNI port 10 Gbps Handover connection	Standard Monthly rental.	Monthly	\$300
4.29	Layer Two Enhanced SLA 1	Additional Standard Monthly rental for enhanced service level provided in association with items 4.1 – 4.11	Monthly	\$50
4.30	Layer Two Enhanced SLA 2	Additional Standard Monthly rental for enhanced service level provided in association with items 4.1 – 4.11	Monthly	\$100
4.31	GPON Bitstream Educational ** Services 30	Educational Services Bitstream 2 Template as per Bitstream 2 Service Description, section 3.4.4.	Monthly	\$50
	Mbps down / 30 Mbps up with 10	Educational only Standard Monthly rental.		
N S	Mbps CIR symmetrical Service Monthly Charge	Additional CIR / EIR options can be provided as described in items 4.15 – 4.18 using the Product Development Process as per section 7 of the Bitstream Operations Manual.		

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4.32	GPON Bitstream Educational ** Services 50 Mbps down / 50 Mbps up with 10 Mbps CIR symmetrical Service Monthly Charge	Educational Services Bitstream 2 Template as per Bitstream 2 Service Description, section 3.4.4. Educational only Standard Monthly rental. Additional CIR / EIR options can be provided as described in items 4.15 – 4.18 using the Product Development Process as per section 7 of the Bitstream Operations Manual.	Monthly	\$58
4.33	GPON Bitstream Educational ** Services 100 Mbps down / 100 Mbps up with 10 Mbps CIR symmetrical Service Monthly Charge	Educational Services Bitstream 3A Template as per Bitstream 3A Service Description, section 3.4.4. Educational only Standard Monthly rental. Standard Monthly rental for 100 Mbps service with 10 Mbps symmetric High Priority CIR and 2.5 Mbps symmetric Low Priority CIR CIR options can be provided as described in item 4.15-4.16. Low Priority EIR is reduced as High Priority CIR is increased.	Monthly	\$150
4.34	Bitstream Educational ** Services 100 Mbps down / 100 Mbps up with 10 Mbps CIR Service Monthly Charge	<ul> <li>Bitstream 3A Service as described in the Bitstream 3A Service Description.</li> <li>Standard Monthly rental for 100 Mbps service with 10 Mbps symmetric High Priority CIR and 2.5 Mbps symmetric Low Priority CIR</li> <li>CIR options can be provided as described in item 4.19. Low Priority EIR is reduced as High Priority CIR is increased.</li> </ul>	Monthly	\$275
4.35	Bitstream Educational ** Services 1 Gbps down / 1 Gbps up with 10 Mbps CIR Service Monthly Charge	Bitstream 3A Service as described in the Bitstream 3A Service Description. Standard Monthly rental for 1 Gbps service with 10 Mbps symmetric High Priority CIR and 2.5 Mbps symmetric Low Priority CIR CIR options can be provided as described in item 4.19. Low Priority EIR is reduced as High Priority CIR is increased.	Monthly	\$330

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4.36	P2P Bitstream Educational ** Services 100 Mbps down / 100 Mbps up with 10Mbps CIR symmetrical Service Monthly Charge	Bitstream 4 Service as described in Bitstream 4 Service Description. Standard Monthly rental for 100 Mbps service CIR can be provided as described in item 4.19	Monthly	\$275
4.37	P2P Bitstream Educational ** Services 1 Gbps down / 1 Gbps up with 10 CIR symmetrical Service Monthly Charge	Bitstream 4 Service as described in Bitstream 4 Service Description. Standard Monthly rental for 1 Gbps service provided CIR can be provided as described in item 4.19	Monthly	\$330

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### 5 Direct Fibre Access Service

Servi	ce component	Description	Charge Invoiced	Charge
5.1	Direct Fibre Access Service Monthly Charge	Direct Fibre Access Service Standard Monthly rental.	Monthly	\$355
5.2	Layer One Enhanced SLA 1	Additional Standard Monthly rental for enhanced service level provided in association with item5.1.	Monthly	\$5
5.3	Layer One Enhanced SLA 2	Additional Standard Monthly rental for enhanced service level provided in association with item 5.1.	Monthly	\$10
5.4	Layer One Enhanced SLA 3	Additional event critical care for enhanced service level provided in association with item 5.1.	Per event	\$700

# 6 Co-location Service

Service component	Description	Charge Invoiced		Charge
6.1 Central Office and POI Co- location Service Footprint Monthly Charge	Central Office and POI Co-location Service 400 x 600 Footprint Standard Monthly rental Central Office classification in Operations Manual	Monthly	Steel Bronze Silver Gold Platinum	\$215 \$320 \$510 \$1,600 \$1,900

Monthly

Table below

6.2	Central Office	Central Office and POI Co-location Service
	and POI Co-	Power Monthly rental
	location Service Power Monthly Charge	Central Office classification in Operations Manual

DC Circuit Breaker		AC Circuit Breaker						
DC Fuse Size Price		Not UPS Supported		UPS - Supported				
		ice	AC Circuit Size Breaker AMP Size		ice	AC Circuit Size Breaker AMP Size		ice
6	\$	40.00	1	\$	26.00	3	\$	30.00
10	\$	65.00	2	\$	55.00	2	\$	60.00
16	\$	105.00	3	\$	80.00	3	\$	85.00
20	\$	135.00	4	\$	105.00	4	\$	110.00
25	\$	165.00	5	\$	130.00	5	\$	140.00
32	\$	210.00	5	\$	160.00	6	\$	170.00
40	\$	265.00	7	\$	185.00	7	\$	195.00
48	\$	315.00	8	\$	210.00	8	\$	225.00
50	\$	330.00	9	\$	235.00	9	\$	250.00
63	\$	415.00	10	\$	260.00	10	\$	280.00

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#### **APPENDIX 3 – ANCILLARY CHARGES**

# 7 Table A – UFB CFH Ancillary Charges

Service component		Description	Charge invoiced	Charge
7.1	New connection or plan change with no site visit required	Establishment of a new service over existing fibre or change to configuration of an existing instance of the Wholesale service. This charge does not apply to establishment of a new service on existing fibre where there was no Connection Fee for the original Residential Connection.	Following notification by the LFC of completion of Service Order	Charge equivalent to 1 months recurring fee for the new service. In the case of a new connection the charge may not exceed the Transactional Charge that would be payable to establish the service instance if an installation was required.
7.2	Wholesale New Connection – Non Standard Install.	Additional charge for the establishment of a new service instance of the Wholesale Service at a Premises (i.e. there is no Transfer) where a Non Standard Install is required.	Following notification by the LFC of completion of Service Order	Time and materials Based on an hourly rate of \$85 per hour plus material cost
7.3	MDU Non Standard Install.	MDU installation will require provision of backbone cabling in an MDU either vertical riser cabling or campus reticulation may also include cabling from FAP to OFDF, OFDF, splitters and cabling from backbone to individual tenancies as agreed with Service Provider and Building Owner or their agents. This item recovers the additional cost (if any) for installation of the backbone cable over the standard contribution the LFC provides.	Following notification by the LFC of completion of Service Order	Time & materials Based on an hourly rate of \$106 per hour for design and an hourly rate of \$90 per hour for installation plus material cost less an amount equal to \$1,000 times the number of individual tenancies served by the backbone cabling.
7.4	Provision of Business Service Route Diversity	Provision of diversity to an End User that is a Priority User and within the diversity areas specified in the Service Description may include diverse entry from FAP to OFDF, diverse entry to Central Office and construction of a diverse duct and cabling route from premises to Central Office.	Following notification by the LFC of completion of Service Order	Additional charge equivalent to 2 months recurring fee for the Wholesale Service
7.5	Provision of Business Service Route and entry point Diversity	Provision of diversity in an area where End User is a Priority User may also include diverse entry from FAP to OFDF, diverse entry to Central Office and construction of a diverse duct and cabling route from premises to Central Office.	Following notification by the LFC of completion of Service Order	Additional charge equivalent to 2 months recurring fee for the Wholesale Service
7.6	Provision of Business Service Route , Entry Point and Central Office Diversity	Provision of diversity in an area where End User is a Priority User (as defined in Service Description) may also include diverse entry from FAP to OFDF, diverse entry to Central Office and construction of a diverse duct and cabling route from premises to Second Central Office.	Following notification by the LFC of completion of Service Order	Additional charge equivalent to 3 months recurring fee for the Wholesale Service]
7.7	No fault found	Fixed charge for fault call that is closed "no LFC fault found".	Following completion of fault investigation	\$104.83
7.8	Inability to complete request.	<ul> <li>Fixed charge for work that cannot be completed either because:</li> <li>of cancellation by Service Provider or End User after order has been passed to service company, or</li> </ul>	Following site visit or cancellation	\$170 Based on two hours of service company installer at \$85 per hour

		<ul> <li>where access cannot be gained to End Users site at the agreed time where visit is required to deliver UFB Service</li> </ul>		
		for a reason not caused by the LFC. This charge will not apply where access was prevented by a Force Majeure event.		
<b>.</b> 9	Service Provider	As part of the On Boarding Process, the first	Following	Time & materials
	On Boarding Process: Testing, training	50 hours training and 25 hours of testing and consultation are provided free of charge additional training initially or later will be at	notification by the LFC of completion of Service Order	Interoperability testing \$150 per hour
and consultation.		indicated price.		Training \$99.70 per hour plus actual travel costs (as applicable the costs of airplane flights, public transport fares, taxi fares and standard mileage rates for motor vehicles as published by Inland Revenue) to Service Provider's site.
7.10	Additional staff	Charge for Service Provider staff training (at	Following	Time & materials
	Training	Service Provider's site) on the operation and use of OSS/ BSS. Maximum of 10 persons per course.	completion of training	Training \$99.70 per hour plus actual travel costs (as applicable the costs of airplane flights, public transport fares, taxi fares and standard mileage rates for motor vehicles as published by Inland Revenue) to Service Provider's site.
7.11	Subsequent development of	Development of new UFB Service	Following completion of	Time & materials
	new UFB Service	Templates as part of Product Development Process including testing and consultation.	Product Development Process	Interoperability testing and consultation \$150 per hour plus materials
7.12	Manual line	Measurements performed by a specialist	Following	Time and Materials
	testing and site investigation	group of service company staff to ascertain actual rather than theoretical estimated Wholesale Service characteristics, such as might be required when an estimated result has returned a value that is marginal for an intended service. Includes site investigations.	completion of investigation	Based on an hourly rate of \$85 per hour plus material cost
7.13	Additional Charges	Charges for the services provided by LFC referred to in clause 7.2 of the General Terms to the extent not already covered by another Ancillary Charge	Following	Time and Materials
			notification by the LFC of completion of	Based on an hourly rates of
			Service Order	Office resource \$99.70 Field technician \$85
				Central Office technician \$90 plus material cost
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'.14	Non-specified Ancillary	Where the Service Provider requests a service not already covered in the Price List	Following notification by the	Time and Materials Based on an hourly rates of
	Charges	and LFC agrees to provide that service.	LFC of completion of Service Order	Office resource \$99.70
				Field technician \$85 Central Office technician \$90
				plus material cost
7.15	Bitstream	tream The change in termination of a fibre on the	Following	Time and materials
	Transfer layer one change	MOFDF on request or to transfer of the Bitstream Service connected to an End	notification by the LFC of completion of	Based on an hourly rate of \$85

		User's premises from one Service Provider to another, as authorised by the End User.	Service Order	per hour plus materials at cost
7.16	Bitstream Transfer layer two change	The transfer of the Bitstream Service connected to an End User's Premises from one Service Provider to another, as authorised by the End User by change of port mapping.	Following notification by the LFC of completion of Service Order	\$24.93
7.17	Bitstream Relinquishment	Where the Service Provider terminates supply of the Bitstream 2, 3, 3a or 4 Service in respect of a particular End User. This entails LFC updating its records and billing. LFC may either physically disconnect the Bitstream at any point between the exchange and the End User's Premises or leave the Bitstream circuit intact.	Following notification by the LFC of completion of Service Order	Early Termination Charge (if any) in accordance with section 4 in the Price List
7.18	Access Re- Mapping Fee.	Design and reconfiguration of affected network elements to map existing Bitstream	Following notification by the	POA - Time and Materials
	inapping i co.	Service connections to a new Handover Point	LFC of completion of Service Order	Basis for determining the charge is the estimated equipment, time and materials incurred to design and implement a re-mapping including network rebuild design and systems changes.
7.19	NBAP New	The establishment of a new service instance	Following	Time and materials
	Connection	of a Bitstream Service or the Direct Fibre Access Service at an NBAP.	notification by the LFC of completion of Service Order	Based on an hourly rate of \$85 per hour plus material cost
7.20	Direct Fibre	5	Following	Time and materials
	Access Transfer	MOFDF on request or to transfer the Direct Fibre Access Service connected to an End User's premises from one Service Provider to another.	notification by the LFC of completion of Service Order	Based on an hourly rate of \$85 per hour plus material cost
7.21	Direct Fibre Access Service Relinquishment	Where the Service Provider terminates supply of the Direct Fibre Access Service in respect of a particular Service Provider's End User. This entails LFC updating its records and billing. LFC may either physically disconnect the Direct Fibre Access Service at any point between the exchange and the End User's premises or leave the Bitstream circuit intact.	Following notification by the LFC of completion of Service Order	Early Termination Charge (if any) in accordance with section 4 in the Price List
7.22	Co-location Space Construction	Set up of a new instance of, or change to,	Following	Time & materials
		Central Office and POI Co-location Service. The set up of a new co-location site for Service Provider will vary for each exchange and will include the following components:	notification by the LFC of completion of Service Order	Based on an hourly rate of \$100 per hour for design and an hourly rate of \$90 per hour for installation plus material cost.
		- Power feeds enhancement (DC)		
		- Air Conditioning enhancement		
		- Seismic Rack mounts		
		- Cable tray and rack construction		
		- Exchange manhole breakout		
		- Room construction including items such as demolition and reconstruction of rooms; refurbishment of floor, wall and ceiling surfaces; construction of caging; installation of security systems; obtaining necessary permits and approvals; design;		

		project management.		
7.23	Tie Cable installation	Charge for the LFC installing the optic fibre tie cable pairs used to connect the block or splice tray on the LFC's MOFDF and either the Service Provider's Footprint or the network cable to remotely located Service Provider Equipment, including cable trays and other associated infrastructure. (See full requirements in the Operations Manual.)	Following notification by the LFC of completion of Service Order	Set up charge plus time and materials Based on a set up charge of \$184 plus an hourly rate of \$90 per hour plus material cost
7.24	Co-location accreditation training	Co-location unaccompanied access accreditation training (including the provision of an Access Card)	Following notification by the LFC of completion of Training	\$250.00/participant This fixed fee is calculated based on a 2 hour course duration with a skilled trainer (cost \$99.70 per hour) plus course materials.
7.25	Tie Cable Change or Re-termination	A fibre change or re-termination requiring the changing of splice/connector change at the MOFDF to effect a port change.	Following completion of re- termination	Time Based on an hourly rate of \$62 per hour
7.26	Fixing fault where Service Provider no right of access	Charge for fixing of fault by the LFC, at Service Provider's request, where Service Provider is responsible for the fault, but has no right of access.	On completion of fault rectification	Set up charge plus time and materials Based on a set up charge of \$184 plus an hourly rate of \$90 per hour plus material cost
7.27	Central Office and POI Co- location Service Relinquishment	Where the Service Provider terminates supply of the Central Office and POI Co- location Service in respect of a particular Central Office. This entails LFC updating its records and billing.	Following notification by the LFC of completion of Service Order	Early Termination Charge (if any) in accordance with section 4 in the Price List
7.28	Internal Removal	Relocation of a service instance of a Bitstream Service or a Direct Fibre Access	Following notification by the	\$365 for Business Connection being half install cost
		Service at a Premises (i.e. there is no UFB Transfer).	LFC of completion of Service Order	\$145 for a Residential Connection
7.29	Change of ONT or NID	The additional charge to change the ONT or NID associated with an existing service instance of the Bitstream Service at a Premises where required to provide a new or changed service e.g. ATA voice, Ethernet or WiFi.	Following notification by LFC of completion of Service Order	\$100.00

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# UFB non-CFH Miscellaneous Ancillary Service Charges – Table B

These charges are the Ancillary Charges for services provided outside of the CFH arrangement and are not subject to CFH Price Caps.

Servi	ce component	Description	Charge invoiced	Charge
8.1	Non standard provision of Diversity	Provision of diversity to an End User that is not a Priority User or outside the diversity areas specified in the Service Description may also include diverse entry from FAP to OFDF, diverse entry to Central Office and construction of a diverse duct and cabling route from premises to Central Office.	Following notification by the LFC of completion of Service Order	Time & materials Based on an hourly rate of \$106 per hour for design and an hourly rate of \$85 per hour for installation plus material cost.
8.2	Coordinated installation or transfer	Project management of special installations or transfers (if request is cancelled costs to date will be billed).	Following notification by the LFC of completion of Service Order	\$99.70 per hour
8.3	Installation of Simple CPE with Wholesale Service	The additional charge to install a simple Service Provider CPE at the same time as the installation of a service instance of the Wholesale Service at a Premises required to provide a new or changed service e.g. RGW or UPS.	Following notification by the LFC of completion of Service Order	\$90
8.4	Installation of Simple CPE with existing Wholesale Service	The additional charge to install a simple Service Provider CPE at a later date to the installation of a service instance of the Wholesale Service at a Premises required to provide a new or changed service e.g. RGW or UPS.	Following notification by the LFC of completion of Service Order	\$125
8.5	Installation of Complex CPE with Wholesale Service	The additional charge to install a complex Service Provider CPE at the same time as the installation of a service instance of the Wholesale Service at Premises required to provide a new or changed service e.g. Router.	Following notification by the LFC of completion of Service Order	\$140
8.6	Installation of Complex CPE with existing Wholesale Service	The additional charge to install a complex Service Provider CPE at a later date to the installation of a service instance of the Wholesale Service at Premises required to provide a new or changed service e.g. Router.	Following notification by the LFC of completion of Service Order	\$175
8.7	Additions to the accredited CPE List	Charge for field force testing, training and implementation of new Service Provider CPE	Following change mechanism process to add CPE	\$1,500 per item
8.8	Premise Wiring with Wholesale Service	The charge to install additional premises wiring beyond UFB demarcation point at the same time as the installation of a service instance of the Wholesale Service at a Premises.	Following notification by the LFC of completion of Service Order	Time and Materials Based on an hourly rate of \$90 per hour plus material cost
8.9	Premise Wiring with existing Wholesale Service	The charge to install additional premise wiring beyond UFB demarcation point at a later date to the installation of a service instance of the Wholesale Service at Premises.	Following notification by the LFC of completion of Service Order	Time and Materials Based on \$55 truck roll plus an hourly rate of \$90 per hour plus material cost

Servio	ce component	Description	Charge invoiced	Charge
8.10	Non-specified Charges	Where the Service Provider requests a service not already covered in the Price List and LFC agrees to provide that service.	Following notification by the LFC of completion of Service Order	[POA]