

Chorus New Zealand Limited
4 Graham Street
Auckland 1010

[RSP name, address]

[Date]

Tēnā koe <name>

Chorus is committed to developing a sustainable broadband service that champions digital equity. This letter and the terms at the Appendix (together, our **POC Agreement**) set out the terms on which Chorus New Zealand Limited (**Chorus, we or us**) and [RSP] (**RSP, you or your**) agree to conduct a proof of concept of a proposed digital equity service (**POC**).

The POC is a low-cost offer, to certain addresses that have an ONT that has been inactive for at least three months, as follows:

- (a) A Fibre 300 plan at \$8/month, and with a maximum retail price of \$30.00 including GST per month (\$7 including GST per week); and
- (b) A Fibre 50 plan at \$7/month and with a maximum retail price of \$26.00 including GST per month (\$6 including GST per week).

This POC is subject to further terms and conditions as set out in the Appendix.

Sign up

If you have any questions, please contact your Account Manager. If you want to participate in this POC, please sign below and return the signed letter to us. Upon receipt of your confirmation, we will contact you about the next steps.

Yours faithfully
CHORUS NEW ZEALAND LIMITED

[RSP Company Name] agrees to the POC terms as set out in this letter and attached appendix.

Authorised Signatory Name

Authorised Signatory Position

Organisation

Date:

Dan Kelly
Acting Executive GM Access

APPENDIX

Terms of the POC

The key details of the POC are:

POC	
Locations	Services may be provided by Chorus under this POC only to addresses listed in the Approved Address List, or as defined in Clause 5a below.
Connections	Participating RSPs will target at least 300 connections under this POC, in order that the RSP and Chorus can effectively assess the viability of a digital equity product.
Ordering	You will place orders for connections under this POC in accordance with your usual ordering processes, and in accordance with the terms of this POC Agreement.
POC Objective	To demonstrate and test the benefits, and identify any potential areas for improvement, of a proposed digital equity service. This includes testing the proposed price points and eligibility criteria in market.
POC Feedback	RSP will provide Chorus with information as required in this POC Agreement, and will co-operate with Chorus to share insights and feedback during the term of the POC. The parties will notify each other of their POC coordinators, who will act as a point of escalation, establish joint meetings and coordinate any specific POC activities.

Term

1. You must confirm your participation in this POC by signing and returning this POC Agreement.
2. The POC will commence on the later of 1 February 2025 or the date this POC Agreement is executed by both of us (**Commencement Date**) and will continue until 30 September 2025 (**Expiry Date**), unless extended by agreement of the parties.

Chorus plans available under this POC

3. As described at Clause 13 below, the RSP may order and Chorus will provide Chorus Fibre 300 or Fibre 50 plans (including as boosted by Chorus, if applicable) under the terms of this POC Agreement. No other Chorus services are eligible for connection under this POC Agreement. Other than modified by this POC Agreement, the terms of the Chorus UFB Service Agreement will apply to the Services ordered under this POC.

Credits applied to Qualifying Households

4. You will be invoiced for connections provided under this POC in accordance with your usual billing cycle and the Chorus UFB Service Agreement Price List. Subject to complying with all the requirements at Clause 8 below, you will be eligible to receive a subsequent credit that will result in your total monthly cost for each connection to be:
 - a. For Qualifying Households on the Fibre 300 plan, \$8 excluding GST per month; and

- b. For Qualifying Households on the Fibre 50 plan, \$7 excluding GST per month, (the **Credit**).
5. A **Qualifying Household** is a household:
- a. whose address is either:
 - i included in the Chorus approved address list (**Approved Address List**). The Approved Address List will be provided by Chorus after execution of this POC Agreement, and will set out all Kainga Ora and Tāmaki Regeneration addresses eligible for this POC, that have a Chorus Optical Network Terminal (**ONT**) installed and that have been inactive for at least three (3) months from the date the Approved Address List is shared with the RSP; or
 - ii is an address at which a child enrolled at a New Zealand school with a school equity index of at least 490 or higher resides (**Eligible School Address**); and
 - b. that has an active broadband plan provided via you (including where you provide the service as a Reseller via a third party where that third party has the direct relationship with the household) with a maximum retail price point:
 - (i) For Fibre 300 of \$30.00 including GST per month (or \$7/week); and
 - (ii) For Fibre 50 of \$26.00 including GST per month (or \$6/week), (**Maximum Retail Price or MRP**); and
 - c. that has provided the Eligibility Information as requested by the RSP in accordance with Clause 14 below.
6. In the event of a dispute, Chorus will determine in its sole discretion what is a Qualifying Household.
7. Prior to the first day of each calendar month during the term of the POC, you will provide us a report (**Connections Report**), in a format agreed with Chorus, that sets out the addresses of all Qualifying Households participating in this POC. For each address, you will provide the following information:
- a. Service ID;
 - b. Order Number;
 - c. Order date & Service given date, where possible; and
 - d. Confirmation that the Eligibility Information has been collected in accordance with Clause 14.
8. If you:
- a. have agreed and complied with the terms of the POC Agreement;
 - b. have provided the Connections Report in accordance with Clause 7;
 - c. have a Qualifying Household as a customer (either directly or via a third party); and
 - d. can demonstrate the retail charge to the household is equal to or less than the MRP;

you are eligible to receive the Credit in relation to that Qualifying Household. If at a later date we find that you have not complied with the requirements of this Clause 8, we may require you to repay that Credit, or deduct the amount of that Credit from payments made under this POC Agreement or the UFB Service Agreement.

Maximum Retail Price

9. During the term of the POC, the parties may review and discuss how to achieve an appropriate number of connections including a review of the MRP and/or the Credit and Chorus may give notice that the MRP and/or the Credit will be changed.,

Disconnections and cancellations

10. In the event of disconnection or downgrades the following terms will apply:
 - a. For any broadband services supplied to Qualifying Households that are cancelled or no longer use a Fibre 50 or Fibre 300 connection, Chorus will cease to make the Credit available from the date that connection is terminated.
 - b. Only addresses included in the Approved Address List are eligible for participation in this POC. If the residents of an eligible address move to an address that is not on the Approved Address List, the service will be treated as a disconnection for the purposes of this POC.

Exclusions

11. Any Tail Extension Services (TES) monthly costs relating to a Qualifying Household are not included in this POC and will be invoiced in the usual manner and no other credits will be available in conjunction with this POC. The Credit supersedes any other credits which would have been payable under any other incentive programs or promotions (including bonus credits).
12. For the avoidance of doubt any new Qualifying Household connections will not be eligible for incentives payable under any Chorus FY 2025 or FY 2026 RSP incentive offers, or any other incentives, discounts or offers that may otherwise apply during the term of the POC.

RSP responsibilities

13. The following criteria will determine what Chorus plan should be provided to a Qualifying Household:
 - a. For households up to and including four occupants, Chorus recommends that the Fibre 50 plan is provided; and
 - b. For Qualifying Households of five occupants or more, Chorus recommends that the Fibre 300 plan is provided, however this will not preclude these households from ordering the Fibre 50 if they elect to do so.

You will need to collect this information where possible from Qualifying Households and share that information with Chorus in an aggregated format that does not identify the end-users, to allow Chorus to evaluate this POC and the features and/or viability of a long term digital equity product.

14. Before providing a connection to a household, the RSP will obtain reasonable evidence from each end user of their eligibility to receive a service under the terms of this POC. This will consist of:
 - a. evidence either that:
 - i. the end user resides at address on the Approved Address List (for example but without limitation, by providing a utility bill or copy of a residential lease); or

- ii in the case of Eligible School Addresses only, evidence that the household includes a child enrolled at a New Zealand school with a school equity index of at least 490 or higher.
- b. evidence that the end user holds a community services card,
(together, the **Eligibility Information**)

The RSP will confirm that the Eligibility Information has been collected in each relevant Connections Report. The RSP will not in the usual course provide this Eligibility Information directly to Chorus, however Chorus may ask for reasonable evidence of the Eligibility Information at any time during the POC. Any personal information collected in accordance with this clause will be collected and treated in accordance with the Privacy Act 2020, and used only for the purposes of assessing eligibility under this POC and viability of a long term digital equity product.

- 15. To support reaching at least 300 connections, you will actively market the POC to eligible addresses on the Approved Address List, and make sure that participating households are aware of the key terms of the POC, including that the connection is provided on a trial basis until 30 September 2025 only, and is not available to other addresses unless they are also an eligible address and meet other relevant criteria.
- 16. You are responsible for all interactions with any third party involved in the provision of services to Qualifying Households ("Reseller"). Chorus is not responsible for provisioning, billing, customer services, contact with authorities, fault reporting and dispute management.
- 17. You must ensure that, where you are supplying the services to a Reseller, that the Reseller complies with the material terms of this Agreement, in particular the MRP.
- 18. You will ensure that each Qualifying Household is provided with a router and any other equipment and usual services necessary at no additional charge to the Qualifying Households, to establish a broadband connection.
- 19. You will comply at all times with the Privacy Act 2020 and only collect, use, disclose, store, manage, transfer or handle personal information in accordance with the Privacy Act 2020 and Chorus' reasonable instructions.

POC wrap-up

- 20. RSP acknowledges that Chorus is providing resources for this POC with the intention of assessing the viability of a digital equity service as a commercial offering to the market. Following expiry of this POC, Chorus will continue to support the participating households by continuing to make the Credit available for those households until at least 31 December 2025 (or later if determined by Chorus). If this POC supports a launched digital equity service, and both parties wish to proceed with the launched service, the RSP will be free to order the service once it is launched to market on the terms made available at that time.
- 21. If no follow-on service is made available by Chorus to the market, from the Expiry Date the Credits will no longer be applied and the Price List charges for the Fibre 50 and Fibre 300 services will apply to any connections that have not otherwise been terminated or cancelled.
- 22. During the term of the POC, Chorus may give notice to the RSP that no new connections may be ordered under this POC. Chorus aims to get at least 300 connections as part of this POC, and if this number is exceeded, Chorus intends to give one month's notice that Chorus will cease to accept new connections as a part of this POC. This will not impact connections that have been provided prior to such notification, and the terms of this POC Agreement will continue to apply for the remainder of the term.

23. In the event of termination or expiry of the POC Agreement, RSP agrees that Chorus may proceed to immediately to take such actions necessary to decommission the service.

General Terms

24. The Chorus UFB Service Agreement, as modified by this POC Agreement, will apply to any Bitstream Services ordered under this POC.
25. Terms used but not defined in this POC Agreement shall have the meanings given in the Chorus UFB Reference Offer.
26. The parties acknowledge that the execution of counterpart copies of this POC Agreement, and its transmission by facsimiles or email each to the other or their respective agents or solicitors, shall be sufficient to bind the parties.
27. This POC Agreement will be governed and construed in accordance with the laws of New Zealand, and the parties agree to submit to the exclusive jurisdiction of the New Zealand courts.