Reference:

Address:

1.1 **Grant of Rights**

(a) In exchange for Chorus complying with the terms set out below, the owner grants to Chorus and Chorus accepts a non-exclusive right to use and occupy the Installation Area for the Permitted Use (including to use any existing risers or ducts within the owner's building) and perform all actions in, on and around the owner's building which are reasonably necessary (in Chorus' reasonable opinion) for Chorus to obtain the full benefit of the Permitted Use during the Term.

(b) The parties agree that Chorus may position its UFB Equipment in, on or around the building to allow Chorus to deliver its UFB services to occupants within the building.

(c) Chorus will be entitled to access its UFB Equipment (and any relevant Owner's Equipment) in, on and around the building from time to time. Chorus must only access the building from the access points and at times stipulated by the owner (acting reasonably).

(d) If the owner has agreed that Chorus may use the Owner's Equipment, then the owner grants and Chorus accepts an exclusive right to use and connect equipment (including Chorus' UFB Equipment) to the Owner's Equipment. The owner accepts that Chorus, acting reasonably, may install, inspect, maintain, alter, adjust, repair and replace the Owner's Equipment for the Permitted Use. Chorus will use reasonable endeavours to advise the owner in such circumstances.

(e) The owner confirms that Chorus may exercise rights as licensee of the owner for the purposes of the Land Transfer Regulations 2002 in respect of any telecommunications easements granted in favour of the owner or the owner's land.

(f) Chorus will use the Installation Area only for the Permitted Use, on the terms expressed or implied in this agreement.

1.2 **Term**

(a) This agreement will continue for as long as the UFB Equipment is in, on or around the building. Chorus may on written notice terminate this agreement and vest the UFB Equipment in the owner (and in such event Chorus will not be obliged to remove its UFB Equipment).

(b) If the owner has agreed that Chorus may use the Owner's Equipment and the owner subsequently fails to supply and maintain the Owner's Equipment, Chorus may refuse service to the occupants within the building.

1.3 **Owner Contribution**

In some situations Chorus may require a contribution towards the installation of the UFB Equipment. If a contribution is required, Chorus will not undertake any installation of UFB Equipment on the owner's land until we have agreed the amount of any such contribution and that the contribution has been paid to us.

1.4 **Compliance with laws**

Chorus will at all times and at its own cost duly and punctually comply with and observe all applicable laws and requirements, including (without limitation) all applicable standards, building and construction codes and health and safety legislation.

1.5 **No Danger or Obstruction**

Chorus will use reasonable endeavours to ensure that no part of its UFB Equipment becomes a danger or nuisance to members of the public or to the owner or the owner's tenants or invitees.

1.6 **Make Good**

On completion of the installation of its UFB Equipment, Chorus will (at Chorus' cost), reinstate or repair any damage to any part of the building, including any part affected by the installation of the lead in, as reasonably close as possible to the original condition prior to such damage. Such reinstatement or repair will be on a "like for like" basis (for example, for the external lead in Chorus will use concrete where concrete has been used, grass where grass has been used and asphalt where asphalt has been used; Chorus does not guarantee to match surface finish (e.g., colour, texture or pattern) and reinstatement will be limited to the area where the trench has been dug).

1.7 **Risk**

(a) Chorus will erect, maintain, repair and operate its UFB Equipment at Chorus' own risk. Chorus agrees that the owner will not be responsible for any loss, damage or injury to persons or property arising out of Chorus' use of its UFB Equipment under this agreement.

(b) The owner will be responsible for all damage which the owner or any person under the owner's control causes to Chorus' UFB Equipment or any other property of Chorus.

1.8 **Indemnity**

Subject to the limits in this clause, Chorus agrees to indemnify the owner from and against all costs, expenses, actions, claims or demands arising directly out of Chorus' use of

the UFB Equipment pursuant to this agreement. Notwithstanding anything to the contrary contained in this agreement, in no event:

(a) will Chorus' liability of whatever nature arising either directly or indirectly exceed $500,000 per individual tenancy or exceed a total maximum liability of $10,000,000;

(b) will either party be liable to the other for indirect, special or consequential damages, including but not limited to lost profits, rent or savings, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen.

1.9 **Insurance**
Chorus will keep current at all times during the Term of this agreement a policy of public risk insurance for an amount of not less than $10,000,000.

1.10 **Ownership of Equipment**
The owner and Chorus agree that the UFB Equipment will remain the property of Chorus and no part of the UFB Equipment will become a fixture or form part of the land.

1.11 **Assignment by Chorus**
Chorus may assign or sub-contract any of its rights under this agreement to any third party. Chorus may also disclose to any potential assignee or subcontractor any information relating to this agreement including any party to it.

1.12 **Rights enjoyable without interruption**
The owner will not do or allow anything to be done which may in Chorus' reasonable opinion interfere with or affect the full and free use and enjoyment by Chorus of Chorus' rights expressed or implied in this agreement.

1.13 **Sale of the building**
The owner will take reasonable steps to disclose the terms of this agreement to any prospective purchaser of the building, and will notify Chorus within a reasonable time of completion of the sale of the building.

1.14 **Telecommunications Act 2001**
Nothing in this agreement alters or restricts any of Chorus' rights, powers, remedies or actions under any statute, including the Telecommunications Act 2001.

1.15 **No lease**
The rights conferred on Chorus in this agreement rest in contract only and no estate or interest in the owner's land is conferred on Chorus by this agreement.

1.16 **Definitions**
In this agreement, unless the context requires otherwise:

Installation Area means the areas in, on or around the building which Chorus may install UFB Equipment from time to time.

Owner means the Owner and the Owner's successors, including every person for the time being registered as an owner of the building, and where the context allows the employees, contractors, agents, tenants, licensees and invitees of the Owner.

Owner's Equipment means the owner's existing telecommunications infrastructure (and relevant supporting structures) which Chorus and the owner agree that Chorus may use.

Permitted Use means the installation, removal, location, inspection, access to, maintenance, repair, upgrading, replacement and operation of the UFB Equipment in, on or around the building.

UFB Equipment means such equipment, lines and works as may be used from time to time for the purposes of provisioning the occupants within the building (or ensuring such occupants are capable of being provisioned) with UFB services and includes the external lead in to the building.

Dated this _____ day of _____20__

_____
Signed by/on behalf of the Owner

_____
Full Name

_____
Delegation

Site access contact details

Name:

Position:

Phone:

Email:

Signed on behalf of Chorus New Zealand Limited by:

_____
Andrew Carroll, GM Network & Field Management