

RBI 2 Co-location Agreement (WISP Version)

Rural Connectivity Group Limited

[Registered WISP]

12	FORCE MAJEURE	20
12.1	Parties to comply with STD	20
13	DISPUTE RESOLUTION	20
13.1	Parties to comply with STD	20
14	NOTICES	21
14.1	Parties to comply with STD	21
14.2	Formal Notices	21
15	OTHER REGISTERED WISP COMMITMENTS	21
16	HEALTH AND SAFETY	21
16.1	Compliance with law and STD	21
16.2	Indemnity	22
17	GENERAL INDEMNITIES	22
17.1	Public Liability	22
17.2	Compliance with Relevant Occupation	22
18	GENERAL	23
18.1	Mutual warranties	23
18.2	Further assurances	23
18.3	No reliance	23
18.4	Entire agreement	23
18.5	Costs	23
18.6	Legal nature of relationship	24
18.7	Privity	24
18.8	No waiver	24
18.9	Consistency of agreements	24
18.10	Amendments	24
18.11	Invalidity	24
18.12	Law and jurisdiction	24
18.13	Counterparts	25
	SCHEDULE 1 – RBI 2 OPERATIONS MANUAL	26
	SCHEDULE 2 – RBI 2 CO-LOCATION PRICING	27
	SCHEDULE 3 - ADDITIONAL REQUIREMENTS	31

RBI 2 CO-LOCATION AGREEMENT

DATE:

PARTIES

Rural Connectivity Group Limited a duly incorporated company having its registered office at C/- The Office of Minter Ellison Rudd Watts, Level 20, Lumley Centre, 88 Shortland Street, Auckland 1010 (**Access Provider**), and

[**Insert name of WISP**] which has successfully registered as a WISP via the RCG Wholesale Web Portal (**Registered WISP**).

BACKGROUND

- A The Access Provider has committed to Crown Infrastructure Partners (**CIP**) to design, build and deploy the RBI 2 Towers subject to and in accordance with the RBI 2 Agreement.
- B The Access Provider has further committed in the RBI 2 Agreement to provide a Wholesale Tower Co-location Service to the "First In WISP" (as defined in this Agreement) seeking to co-locate the Standard Co-location Equipment at each RBI 2 Site and also to address any other Site Applications received from time to time from additional WISPs or Access Seekers on a case by case basis in accordance with the STD (as defined in this Agreement) after the relevant RBI 2 Tower is constructed.
- C This Agreement sets out the terms and conditions governing how the Access Provider will make the Wholesale Tower Co-location Service available to the Registered WISP at an RBI 2 Site, including where: (i) the Registered WISP is the First In WISP for that particular RBI 2 Site, (ii) where the Access Provider permits a Registered WISP to participate in the Design & Build Process for a particular RBI 2 Site in addition to the First In WISP, (iii) the Access Provider rejects a Site Application and requires the Registered WISP to reapply under the STD after the RBI 2 Tower has been constructed and is Site Integrated, or (iv) where the Registered WISP submits its Site Application after the RBI 2 Tower has been constructed and is Site Integrated.

THE PARTIES AGREE as follows:

1 DEFINITIONS AND CONSTRUCTION

1.1 Defined terms

In this Agreement defined terms appear with capitalised initial letters and, unless the context requires otherwise, have the meaning set out in the Glossary below or in the other schedules or appendices to this Agreement. Any defined terms used in this Agreement which are not defined in the Agreement are defined in the STD General Terms.

1.2 **Glossary**

In this Agreement, unless the context requires otherwise:

Access Provider Equipment means any telecommunications, transmission and reception equipment (including any necessary supporting equipment, cabinets or shelters) used by, or which is to be used by, the Access Provider. Access Provider Equipment includes the equipment of any person other than the Access Provider where such equipment is being, or is to be, used to support the Access Provider's telecommunication, transmission and reception equipment.

Access Seeker means a Retail Service Provider or Network Operator who has successfully registered as an Access Seeker via the RCG Wholesale Web Portal.

Access Seeker Equipment means any Access Seeker equipment which the Access Provider permits to be located at a RBI 2 Site at which the Registered WISP receives the Wholesale Tower Co-location Service.

Accredited means accredited as defined in clause 17 of the RBI 2 Operations Manual and "Accreditation" has the corresponding meaning.

Act means the Telecommunications Act 2001.

Additional Equipment means WISP Equipment that exceeds the Standard Co-location Equipment.

Additional Requirements means the additional requirements for Non-Cellular Access Seekers as set out in schedule 3 of this Agreement.

Agreement means this RBI 2 Co-location Agreement including all of its schedules and appendices.

Annual Co-location Charge means the annual charge detailed in Schedule 2 (RBI 2 Co-location Pricing) and payable by the Registered WISP for the RBI 2 Co-location Service, provided it is the First In WISP, and otherwise in accordance with this Agreement and the RBI 2 Operations Manual.

Appendix means an appendix to the RBI 2 Operations Manual.

Authority includes a government, statutory or regulatory authority in New Zealand.

Broadcasting has the same meaning as in section 2(1) of the Broadcasting Act 1989.

Build Programme means the Access Provider's programme of works to construct and enable Site Integration of the RBI 2 Sites to enable the Access Provider to meet its obligations under the RBI 2 Agreement.

Building means any building (or part thereof) on an RBI 2 Site that is associated with the RBI 2 Tower and that is the subject of a Relevant Occupation by an Access Provider that is used to house equipment in connection with the Access

Provider's Network, and includes a container, cabinet, pillar, pedestal, pit and Cable Housing.

Business Hours means 8am to 5pm on any Working Day.

Cable Housing means any duct, conduit or tray used by the Access Provider in the operation of its Network and which is used for housing or running a cable.

Commencement Date means the date on which the Access Provider grants the Registered WISP access to the RCG Wholesale Web Portal.

Confidential Information means this Agreement itself, all conversations and documents related to the negotiation, variation or amendment of this Agreement or any replacement agreement, any correspondence about this Agreement marked or identified as confidential and all information which is confidential or proprietary to the Disclosing Party and is used, disclosed or collected in connection with this Agreement, including information which is confidential or proprietary to a third party and is used or disclosed in connection with this Agreement by the Disclosing Party under licence from that third party and including information derived from Confidential Information, but excludes:

- (a) information which is independently developed by the Receiving Party outside the scope of this Agreement, provided that such development did not rely on any Confidential Information;
- (b) information obtained from a source independent of the Disclosing Party other than by a breach of an obligation of confidence;
- (c) information which was publicly available at the time it was received;
- (d) information which was known to the Receiving Party at the time it was received or becomes publicly available after the time it was received other than by a breach of an obligation of confidence;
- (e) information expressly stated under this Agreement to be disclosed to the public or telecommunications industry;
- (f) information expressly stated under this Agreement not to be Confidential Information; or
- (g) any press release or other public statement that is agreed by the Parties.

To avoid doubt, all information contained on the RCG Wholesale Web Portal (or accessed by the Registered WISP via the RCG Wholesale Web Portal) may not be disclosed by the Registered WISP to any third party or used by the Registered WISP other than as expressly permitted under this Agreement.

Deadlock has the meaning given in the STD General Terms.

Deed of Undertaking means the Deed of Open Access Undertakings delivered by the Access Provider to the Crown pursuant to the Telecommunications Act.

Default means any failure, refusal or inability by a Party to meet any of its obligations under this Agreement or the STD (as the context may require).

Design & Build Process means the Access Provider's design and build process for each RBI 2 Site as set out in this Agreement and the RBI 2 Operations Manual.

Design & Build Process Charges means the Design & Build Process Charges detailed in Schedule 2 (RBI 2 Co-location Pricing) and payable by the Registered WISP in accordance with this Agreement and the RBI 2 Operations Manual.

Design Considerations has the meaning given in clause 10.5 of the RBI 2 Operations Manual.

Design Principles has the meaning given in clause 10.4 of the RBI 2 Operations Manual.

Detailed Site Design means a detailed design for the RBI 2 Site including the WISP Equipment, which is intended to form the basis for the supply of the Wholesale Tower Co-location Service to the Registered WISP at that RBI 2 Site.

Dispute has the meaning given in clause 13 of this Agreement.

Downtime means any period of time that a Registered WISP is without the Wholesale Tower Co-location Service at a particular RBI 2 Site, measured from the time that a fault is detected (either Registered WISP reported or system reported) to the time that the Wholesale Tower Co-location Service is fully restored and excludes:

- (a) Registered WISP-initiated service interruptions;
- (b) planned outages;
- (c) Force Majeure Events or Third Party Events; and
- (d) any period of time where it would be a breach of Health and Safety Law for the Access Provider to access the RBI 2 Site.

End User means, in relation to a Telecommunications Service a person who has a mobile handset/modem/device capable of receiving the relevant Telecommunications Service, that has a contractual relationship with a Retail Service Provider for the provision of that Telecommunications Service and who is the ultimate recipient of that service.

Equipment means both the Access Provider Equipment and the WISP Equipment.

Escalation Protocol means the protocol set out in Appendix B to the RBI 2 Operations Manual.

Excluded Towers: means the following towers which are excluded from the Wholesale Tower Co-location Service:

- (a) RBI 2 Sites that are supplied by a Solar Power Solution;
- (b) RBI 2 Towers which the Access Provider and CIP determine are temporary sites (note this will include, amongst other things, all 3G only RBI 2 Towers); and
- (c) RBI 2 Towers not owned or controlled by the Access Provider (i.e., where the Access Provider co-locates its equipment on a third party tower / site).

Fault Management System means the Access Provider's system for managing faults.

Final Detailed Site Design means a Detailed Site Design which has been finalised in accordance with clause 10.6 of the RBI 2 Operations Manual.

First In WISP means the first WISP who, following a Site Notification in respect of an RBI 2 Site, submits a Site Application to the Access Provider for, and to whom the Access Provider subsequently agrees to grant, access to the Wholesale Tower Co-location Service at that RBI 2 Site in accordance with the terms of this Agreement.

Force Majeure Event has the meaning given in the STD General Terms.

Grant Funding means the grant funding provided by CIP to the Access Provider to fund all or part of the design and build by the Access Provider of the RBI 2 Towers.

Health and Safety Law means the Health and Safety at Work Act 2015, the Hazardous Substances and New Organisms Act 1996, the Building Act 2004, the Electricity Act 1992 and all related legislation, regulations, mandatory codes of conduct and standards, in each case as amended from time to time, and also includes all related and applicable New Zealand case law.

Indirect Damages has the meaning given in the STD General Terms, provided that the term "Mobile Co-location Terms" as used in that definition will be deemed to also include this Agreement.

Intellectual Property has the meaning given in the STD General Terms.

Landlord means the grantor of the relevant right of Relevant Occupation but, for the avoidance of doubt, does not include the Access Provider.

Month means a calendar month.

Network means, in relation to a Party, the telecommunication systems which that Party uses from time to time to provide services to its customers, including all transmission media, telecommunications equipment, operational support

systems, business support systems and associated equipment, structures and premises, but excluding the other Party's equipment, systems or premises.

Network Operator means a person declared to be a network operator for the purposes of providing a Telecommunications Service or Broadcasting pursuant to section 102 of the Act.

Non-Cellular Access Seeker means a WISP who wishes to obtain the Wholesale Tower Co-location Service from the Access Provider for an RBI 2 Site and who is not an "Access Seeker" in respect of the specified service "co-location on cellular mobile transmission sites" as defined in Part 3 of Schedule 1 of the Act.

Notice has the meaning given in clause 14.1 of this Agreement.

New Zealand RF Standard has the meaning given in clause 26.4.1 of the RBI 2 Operations Manual.

NOC means the Access Provider's or Registered WISP's (as applicable) network operations centre or equivalent facility.

Party means (as the context requires) the Access Provider or the Registered WISP and *Parties* means both the Access Provider and the Registered WISP.

Permit to Work means the Access Provider's permit to work procedure for working on the RBI 2 Sites.

Personnel means, in respect of a Party, any individual who is a director, officer, employee, contracted staff member or other worker of that Party, or of that Party's agents or contractors.

Project Closure Checklist has the meaning given in clause 13.2 of the RBI 2 Operations Manual.

Project Plan has the meaning given in clause 12.2 of the RBI 2 Operations Manual.

RBI 2 Agreement means the Network Infrastructure Project Agreement entered into between the Access Provider and CIP on 30 August 2017 (as may be amended from time to time).

RBI 2 Operations Manual means the RBI 2 Operations Manual attached as schedule 1 of this Agreement (as may be updated from time to time by the Access Provider).

RBI 2 Site or *Site* means the land or property on which the RBI 2 Tower is, or is going to be, located, and that is the subject of a Relevant Occupation by the Access Provider.

RBI 2 Tower or *Mast* means new Access Provider cell towers (including without limitation any relevant Building, Mast or Utility Service), where the construction of such towers is funded in whole or in part by Grant Funding received from CIP. To avoid doubt, an RBI 2 Tower specifically excludes, the Excluded Towers, any

Access Provider Equipment, any WISP Equipment and any equipment that is placed on such towers, or any associated cabinets or shelters, to allow the Registered WISP to use the Wholesale Tower Co-location Service, including:

- (a) the antenna and ancillary equipment;
- (b) antenna feeder cables and bridge section between (i) horizontal gantry provided by Access Provider and (ii) any associated cabinets or shelters; and
- (c) radio equipment and housings.

RCG Wholesale Web Portal means the Access Provider's online portal that the Registered WISP will receive access to on Commencement of this Agreement.

Rental Costs means any payments payable by the Access Provider under the Relevant Occupation for the RBI 2 Site, not covered by way of Grant Funding.

Relevant Facility has the meaning set out in the STD General Terms.

Relevant Occupation means a lease, sub-lease, sub-licence or other right to occupy or possess (which may arise, without limitation, as a result of ownership) by the Access Provider of any RBI 2 Site.

Retail Service Provider means any person who provides a Telecommunications Service (as that term is defined in the Act) to an End User.

RMA Consent means any consents and permissions reasonably required to enable the Access Provider and a First In WISP to install and maintain the Access Provider Equipment and the Standard Co-location Equipment respectively at the RBI 2 Site, under the Resource Management Act 1991, and all amendments.

Schedule of Site Specific Conditions means the document for each RBI 2 Site detailing the Charges for that RBI 2 Site and the interests of any third parties that will need to be considered by the Parties as part of the ongoing provision of the Wholesale Tower Co-location Service at the RBI 2 Site.

Site Acquisition Milestone means that the Access Provider has obtained an unconditional Relevant Occupation for the RBI 2 Site, and RMA consent has been obtained for the RBI 2 Tower on that RBI 2 Site.

Site Application means an application to receive the Wholesale Tower Co-location Service at an RBI 2 Site, which is submitted by the Registered WISP to the Access Provider in accordance with this Agreement.

Site Application Charge has the meaning set out in clause 1.1 of schedule 2 (RBI 2 Co-location Pricing) to this Agreement.

Site Integrated means in relation to an RBI 2 Tower, the Access Provider Equipment is integrated to the Access Provider's Network at that RBI 2 Site.

Site Notification means notification by the Access Provider to Registered WISPs and Access Seekers via the RCG Wholesale Web Portal that an RBI 2 Site has achieved the Site Acquisition Milestone.

Solar Power Solution means an RBI 2 Site that is not connected to a maintained electricity network, and instead is powered by solar.

Standard Co-location Equipment means an antenna or antennas of up to 0.4 square metre surface area in total, and associated radios with not more than 250 Watts AC power and 2U of equipment space.

STD means the *Standard Terms Determination for Co-location on Cellular Mobile Transmission Sites* issued under the Act, as updated or replaced from time to time.

STD General Terms means the *Mobile Co-location General Terms* forming part of the STD, as updated or replaced from time to time.

Telecommunications Service means a telecommunications service as defined in the Act.

Third Party Equipment means equipment of any third party (other than a WISP or Access Seeker) which the Access Provider permits to be located on an RBI 2 Site at which the Registered WISP receives the Wholesale Tower Co-location Service.

Third Party Event means any act or omission of a third party including CIP, and any WISP (other than the Registered WISP), Access Seeker or End User, in each case except to the extent that such act or omission has been caused by the Access Provider or its Personnel.

Utility Service means any utility service that the Access Provider will supply and maintain at the relevant RBI 2 Site in accordance with clause 18 of the RBI 2 Operations Manual.

Wholesale Tower Co-location Project Manager means the person who will liaise with the other Party in relation to the implementation and supply of the Wholesale Tower Co-location Service at the relevant RBI 2 Site, and each Party must nominate such a person. The full name and contact details for the Registered WISP's project manager must be supplied as part of the registration process on the RCG Wholesale Web Portal. The Access Provider will provide details for its nominated project manager to the Registered WISP following its successful registration. Each party shall provide reasonable notice of any changes to those persons or details from time to time.

Wholesale Tower Co-location Service means a service that enables the Registered WISP to locate its WISP Equipment on an RBI 2 Site in accordance with this Agreement.

Wholesale Tower Co-location Service Charges or *Charges* means all of the charges payable by the Registered WISP to the Access Provider pursuant to this Agreement in respect of the Wholesale Tower Co-location Service including,

without limitation, the Design & Build Process Charges and the Annual Co-location Charge as detailed in schedule 2 (RBI 2 Co-location Pricing).

Wholesale Tower Co-location Service Manager means the person responsible for the overall relationship between the Parties with respect to the Wholesale Tower Co-location Service, and each Party must nominate such a person. The full name and contact details for the Registered WISP's service manager must be supplied as part of the registration process on the RCG Wholesale Web Portal. The Access Provider will provide details for its nominated service manager to the Registered WISP following its successful registration. Each party shall provide reasonable notice of any changes to those persons or details from time to time.

WISP means a regional wireless internet service provider, which at the time of registration on the RCG Wholesale Web Portal already provides a wireless broadband retail service to rural End Users in a region (for example a WISP does not include a nation-wide Retail Service Provider) and which also does not just self-consume its services.

WISP Build means any works undertaken by or on behalf of the Registered WISP for the purpose of installing the WISP Equipment, in accordance with the terms and conditions of this Agreement including the RBI 2 Operations Manual.

WISP Equipment means any telecommunications, transmission and reception equipment (including any necessary supporting equipment, cabinets or shelters) used by, or which will be used by, the Registered WISP in connection with the Wholesale Tower Co-location Service at the RBI 2 Site. WISP Equipment will include, without limitation, the equipment of any person other than the Registered WISP where such equipment is being, or is to be, used to support the Registered WISP's Network, on the relevant RBI 2 Tower.

WISP Space means the physical space on or within the RBI 2 Site that is occupied, or which is to be occupied by the WISP Equipment.

Working Day has the same meaning as given to that expression in the Act.

1.2 **Construction**

In the construction of this Agreement, unless the context requires otherwise:

Application of the STD: where this Agreement specifies that a provision of the STD will apply as between the Parties, then any reference to the "Access Seeker" in the relevant provisions of the STD will be deemed to be a reference to the Registered WISP who is party to this Agreement (as applicable).

Clauses, Schedules and Appendices: except where this Agreement expressly provides otherwise, a reference to a clause or a schedule or an appendix is to a clause or schedule or appendix of this Agreement;

Currency: a reference to any monetary amount is to New Zealand currency;

Headings: headings appear as a matter of convenience and do not affect the construction of this Agreement;

Inclusions: a reference to “includes” is to “includes without limitation”, and references to “included” and “including” shall be construed accordingly;

No Contra Proferentem Construction: the rule of construction known as the contra proferentem rule does not apply to this Agreement;

Parties: a reference to a party to this Agreement or any other document includes that party’s personal representatives, successors and permitted assigns;

Person: a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;

Related Terms: where a word or expression is defined in this Agreement, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

Schedules and Appendices: the schedules and appendices form part of this Agreement;

Sections: except where this Agreement expressly provides otherwise, a reference in a schedule or appendix to a section is a reference to a section in that schedule or appendix;

Singular, Plural and Gender: the singular includes the plural and vice versa, and words importing one gender include the other genders;

Statutes and Regulations: a reference to an enactment or any regulations is a reference to that enactment or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations; and

Writing: a reference to “written” or “in writing” includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form.

1.3 **Order of Priority**

To the extent that there are any conflicts between the various parts of this Agreement and the STD, they will be read and applied in the following (descending) order of precedence:

- (a) the body of this Agreement;
- (b) the schedules and appendices to this Agreement; then
- (c) the STD.

2 **TERM**

This Agreement will take effect on the Commencement Date and will continue until terminated in accordance with its terms.

3 **SITE APPLICATIONS AND SITE DESIGN & BUILD PROCESS**

3.1 **Site Applications**

The Registered WISP may submit a Site Application in respect of an RBI 2 Site following Site Notification and in accordance with the RBI 2 Operations Manual.

3.2 **Design & Build Process**

Where the Registered WISP is the First In WISP in relation to a particular RBI 2 Site, it will have the opportunity to participate in the Design & Build Process for that RBI 2 Site in accordance with the terms and processes outlined in this Agreement and the RBI 2 Operations Manual.

The Access Provider may, at its discretion, allow other WISPs who have submitted a Site Application for the same RBI 2 Site to participate in the Design & Build Process for that RBI 2 Site, in accordance with clause 10.2.7 of the RBI 2 Operations Manual. Clause 10.2 of the RBI 2 Operations Manual sets out various circumstances in which the Access Provider may reject Site Applications received from WISPs, and details options available to WISPs in the event that this occurs.

If the Access Provider does permit other WISPs, beyond the First In WISP, to participate in the Design & Build Process for an RBI 2 Site then this will be in accordance with the terms and processes outlined in this Agreement and the RBI 2 Operations Manual.

3.3 **Non-Cellular Access Seekers**

If the Registered WISP is a Non-Cellular Access Seeker, then it will also be subject to the Additional Requirements in relation to undertaking the Design & Build Process.

4 **PROVISION OF THE WHOLESALE TOWER CO-LOCATION SERVICE**

4.1 **Access Provider to provide Wholesale Tower Co-location Service**

- (a) Subject to sub-clauses (b) and (c) below, the Access Provider will make the Wholesale Tower Co-location Service available to the Registered WISP at RBI 2 Sites where Site Applications have been accepted by the Access Provider and otherwise in accordance with the terms of this Agreement.
- (b) The Wholesale Tower Co-location Service will only be available at a particular RBI 2 Site once the Design & Build Process is complete and its RBI 2 Tower is Site Integrated.
- (c) Once an RBI 2 Tower is Site Integrated it becomes a "Relevant Facility" as defined in the STD General Terms at which time, subject to clause 4.2 below and save as otherwise expressly provided in this Agreement, the Access Provider will make the Wholesale Tower Co-location Service available to the Registered WISP in accordance with the STD and the pricing provisions of this Agreement.
- (d) In the event that the STD expires or is superseded, then the Access Provider will continue to make the Wholesale Tower Co-location Service at a

particular RBI 2 Site available to the Registered WISP in accordance with the superseded non-price terms or in accordance with the non-price STD terms as they stood immediately prior to expiry, at the option of the Access Provider.

- (e) Each Party (including any Non-Cellular Access Seeker) will comply with, and will procure that its Personnel comply with, the terms of the Relevant Occupation (as notified by the Access Provider to the Registered WISP) for any RBI 2 Sites in respect of which the Registered WISP receives the Wholesale Tower Co-location Service. Each Party (the **Indemnifying Party**) will indemnify and hold harmless the other Party (the **Indemnified Party**) from and against any and all claims, proceedings, liabilities, losses, costs, damages and expenses (including court and legal costs) that may be suffered or incurred by the Indemnified Party arising out of or in connection with:
 - (i) where the Access Provider is the Indemnifying Party, any breach of the Relevant Occupation by the Indemnifying Party or its Personnel; or
 - (ii) where the Registered WISP (including any Non-Cellular Access Seeker) is the Indemnifying Party, any act or omission by the Registered WISP or its Personnel which causes the Access Provider to breach the Relevant Occupation.

4.2 **Non-Cellular Access Seekers**

If the Registered WISP is a Non-Cellular Access Seeker, then, save as otherwise expressly provided in this Agreement, the Access Provider will make the Wholesale Tower Co-location Service available to the Registered WISP in accordance with the STD (but subject to the Additional Requirements) and the pricing provisions of this Agreement.

5 **WHOLESALE TOWER CO-LOCATION SERVICE CHARGES AND PAYMENT**

5.1 **Design & Build Process Charges**

Where the Access Provider permits the Registered WISP to participate in the Design & Build Process for an RBI 2 Site, the Registered WISP will be liable to pay the Design & Build Process Charges to the Access Provider in accordance with this clause 5, schedule 2 (RBI 2 Co-location Pricing) of this Agreement and the RBI 2 Operations Manual.

5.2 **Annual Co-location Charge**

The Registered WISP will become liable to pay the Annual Co-location Charge in relation to a particular RBI 2 Site to the Access Provider with effect from the earlier of:

- (a) the date when the Registered WISP receives the Final Detailed Site Design in accordance with clause 10.6.3(a) of the RBI 2 Operations Manual; and

- (b) the date when the Registered WISP notifies the Access Provider that it commits to receive the Wholesale Tower Co-location Service at the relevant RBI 2 Site in accordance with clause 10.6.3(b) of the RBI 2 Operations Manual,

and will remain liable to pay the Annual Co-location Charges for so long as it continues to obtain the Wholesale Tower Co-location Service at that RBI 2 Site.

5.3 **Variation of Charges**

The Charges may be varied by the Access Provider upon no less than 30 days' written notice to the Registered WISP, but the Charges must continue to reflect the pricing principles detailed in clause 5.4 below.

5.4 **Pricing Principles**

In determining the Charges the Access Provider may, amongst other things, take into account:

- (a) any up-front fee, for example to cover administration, feasibility design and project establishment, that does not exceed \$500 + GST* (* assumes Site Application is for Standard Co-location Equipment);
- (b) reasonable installation charges (including labour and material that is not funded by way of Grant Funding);
- (c) any excess land units acquired for the purpose of providing the Wholesale Tower Co-location Service that have not been funded by way of Grant Funding; and
- (d) a reasonable contribution to the on-going operational fees at the RBI 2 Site to cover power and maintenance.

Note: this is not an exhaustive list.

5.5 **Rental Costs**

Rental Costs will not form part of the Charges for RBI 2 Sites for a period of ten (10) years from the date of the signed Relevant Occupation for the relevant RBI 2 Site. At the conclusion of that period the Access Provider may undertake a review of the Charges for the relevant RBI 2 Site, and at its discretion increase the Annual Co-location Charge to include a share of the Rental Costs.

5.6 **Parties to comply with STD payment provisions**

Except where this Agreement provides otherwise, the Parties will comply with the following provisions of the STD General Terms with respect to all Charges, payment, non-payment and invoice disputes arising under or in connection with this Agreement:

- (a) Clause 12 (Payment Principles);
- (b) Clause 13 (Invoicing and payment of Charges);
- (c) Clause 14 (Non-payment); and

(d) Clause 15 (Invoice Disputes).

Notwithstanding the above sub-clause (b), the Access Provider's payment processes and requirements may include the Registered WISP paying Charges by way of credit cards.

6 CONFIDENTIAL INFORMATION

6.1 Parties to comply with STD

Except where this Agreement expressly provides otherwise, the Parties will comply with clause 30 (Confidential Information) of the STD General Terms with respect to the disclosure of Confidential Information by either Party. Notwithstanding the foregoing, the Access Provider may publish this Agreement (or information related to it) to the extent required by the Crown, CIP or otherwise pursuant to its Deed of Undertaking.

7 INTELLECTUAL PROPERTY

7.1 Ownership

Except where this Agreement expressly provides otherwise, any Intellectual Property created or owned by the Access Provider shall remain the property of the Access Provider, and any Intellectual Property created or owned by the Registered WISP shall remain the property of the Registered WISP. Nothing in this Agreement:

- (a) confers any assignment, right, title or licence of one Party's Intellectual Property to the other; or
- (b) restricts the rights of either Party to own, use, enjoy, licence, assign or transfer its own Intellectual Property.

7.2 Parties to comply with STD

Notwithstanding any other provision in this Agreement, the Parties will comply with clause 28 (Intellectual Property) of the STD General Terms in relation to any Intellectual Property matters arising under or in relation to this Agreement.

7.3 Jointly Developed Intellectual Property

The Parties may from time to time discuss and agree formal terms upon which they will jointly develop Intellectual Property under or in relation to this Agreement, such terms to clarify ownership of, and rights to use, any such jointly developed Intellectual Property.

8 REGISTERED WISP'S LIABILITY

- 8.1 Save as otherwise expressly provided in this clause 8 or clause 17 or, where the context requires, in the Additional Requirements, the Registered WISP's liability to the Access Provider in respect of any and all Defaults, negligent acts or omissions or breaches of statutory duty of or by the Registered WISP

or its Personnel under or in relation to this Agreement is governed by clause 16 (Access Seeker's liability) of the STD General Terms, provided that:

- (a) the terms "*Defaults*" and "*Indirect Damages*" as used in that clause 16 shall each have the meaning given in this Agreement;
- (b) the term "*Mobile Co-location Service*" as used in that clause 16 shall be replaced with "*the Design & Build Process or the provision of the Wholesale Tower Co-location Service*" and those terms shall each have the meaning given in this Agreement;
- (c) the term "*Mobile Co-location Terms*" as used in that clause 16 shall be deemed to also include this Agreement; and
- (d) the term "*Other Service Providers*" as referenced in clauses 16.6 to 16.9 (inclusive) of the STD General Terms, will be deemed to include other WISPs or Access Seekers or other third parties with Third Party Equipment on the same RBI 2 Tower or RBI 2 Site who make any action, proceeding, claim or demand against the Access Provider in relation an RBI 2 Site.

8.2 **Costs of recovering Charges**

The reference to Charges in clause 16.5 of the STD General Terms will also include any Charges the Registered WISP is liable to pay under this Agreement.

9 **ACCESS PROVIDER'S LIABILITY**

9.1 **Limitation of Access Provider's liability**

Save as otherwise expressly provided in this clause 9 or 17 (General Indemnities) or, where the context requires, in the Additional Requirements, the Access Provider's liability to the Registered WISP in respect of any and all Defaults, negligent acts or omissions or breaches of statutory duty of or by the Access Provider under or in relation to this Agreement is governed by clause 17 (Access Provider's liability) of the STD General Terms, provided that:

- (a) the terms "*Defaults*" and "*Indirect Damages*" as used in that clause 17 shall each have the meaning given in this Agreement;
- (b) the term "*Mobile Co-location Service*" as used in that clause 17 shall be replaced with "*the Design & Build Process or the provision of the RBI 2 Co-location Service*" and those terms shall each have the meaning given in this Agreement; and
- (c) the term "*Mobile Co-location Terms*" as used in that clause 17 shall be deemed to also include this Agreement.

10 **INSURANCE**

10.1 **Registered WISP's Insurance Obligations**

Save as otherwise provided, where the context requires, in the Additional Requirements, the Registered WISP must, at its own expense, obtain and maintain insurance during the term of this Agreement in accordance with clause 6.6 of the STD General Terms.

10.2 **Access Provider's Insurance Obligations**

The Access Provider must, at its own expense, obtain and maintain insurance during the term of this Agreement consistent with prudent commercial practice having regard to the scope and nature of the liabilities assumed by the Access Provider under the terms of this Agreement.

11 **TERMINATION**

11.1 **Rights of termination**

Neither Party will have any right to terminate or cancel this Agreement except as expressly set out in this Agreement or, as the context may require, the STD General Terms.

11.2 **Termination of CIP Agreement**

The Access Provider may terminate this Agreement or certain Wholesale Tower Co-location Services provided by the Access Provider under or in connection with this Agreement (at the Access Provider's sole discretion) with immediate effect by giving notice to the Registered WISP, if the CIP Agreement is terminated. In the event of such termination, the Access Provider will make a pro rata refund to the Registered WISP of any Annual Co-location Charge paid in advance for the impacted Wholesale Tower Co-location Service(s) but only if and to the extent such service has not been received by the Registered WISP as at the effective date of termination of this Agreement. For the avoidance of doubt there will be no refund (partial or otherwise) of any Design & Build Process Charges in the event of such termination.

11.3 **RBI 2 Site Relocation**

Under the RBI 2 Agreement, the Access Provider may in certain circumstances move an RBI 2 Site to an alternative site, which will deliver similar coverage outcomes in the same approximate geographic area (**Alternative Site**). By way of example only, this could be due to higher than anticipated build costs, or technical or other reasons. This could potentially include the relocation of an already notified RBI 2 Site in respect of which the Registered WISP has already submitted a Site Application to receive the Wholesale Tower Co-location Service.

In the event that the Access Provider does relocate to an Alternative Site, the Access Provider will promptly notify the Registered WISP if impacted and the Registered WISP will be given the opportunity to retain its status at the Alternative Site (i.e. First In WISP or other status), and it will not be charged an additional Site Application Charge for the Alternative Site, in each case provided the Registered WISP confirms it wishes to do so in writing to the Access Provider within 5 Working Days of receipt of the Access Provider's notice.

If the Registered WISP does not respond within this time period, the Access Provider will complete Site Notification of the new Alternative Site and the Access Provider cannot guarantee that the Registered WISP will continue to be able to receive the Wholesale Tower Co-location Service at that RBI 2 Site. If the Registered WISP advises the Access Provider that it does not wish to proceed with the Alternative Site, or fails to respond in time, then the Registered WISP's Site Application will terminate and it will not be entitled to a refund of any Charges incurred to that point in time. The Registered WISP will have no other rights, redress or claims against the Access Provider, or any related party of the Access Provider or CIP under this Agreement or otherwise at law in respect of such Alternative Site.

11.4 **Access Provider may not proceed with an RBI 2 Site**

Under the RBI 2 Agreement, the Access Provider may in certain circumstances, and with CIP's prior agreement, elect not to proceed with an RBI 2 Site, which has already been notified to WISPs and Access Seekers and in respect of which a First In WISP has already been determined (and possibly other WISP or Access Seeker Site Applications previously accepted by the Access Provider) and the Access Provider has also determined that there is no viable Alternative Site (**Abandoned Site**). By way of example only, an Abandoned Site could result from higher than anticipated build costs, or technical or other reasons. In the event of an Abandoned Site, the Access Provider will refund any Charges already paid by a First In WISP (or other WISP or Access Seeker) to the Access Provider in relation to that particular RBI 2 Site and the First In WISP, along with any impacted WISP or Access Seeker, will have no other rights, redress or claims against the Access Provider, or any related party of the Access Provider or CIP under this Agreement or otherwise at law in respect of such Abandoned Site.

11.5 **Surviving rights and obligations**

The cancellation, termination or expiry of all or any part of this Agreement shall be without prejudice to the rights of the Parties accrued up to the date of such cancellation, termination or expiry. In any case, clauses 6, 7, 8, 9, 11.3, 11.4, 13, 16, 17 and 18.12 shall continue indefinitely notwithstanding any cancellation, termination or expiry of this Agreement.

12 **FORCE MAJEURE**

12.1 **Parties to comply with STD**

Except where this Agreement expressly provides otherwise, the Parties will comply with clause 19 (Force Majeure) of the STD General Terms with respect to any Force Majeure Event which prevents or restricts either Party's ability to perform its obligations under this Agreement.

13 **DISPUTE RESOLUTION**

13.1 **Parties to comply with STD**

In the event of any dispute, difference or question arising out of or in connection with this Agreement or its formation (a **Dispute**), then, save as otherwise expressly provided in this Agreement, the Parties must comply with the dispute

resolution procedure set out in clause 35 (Dispute Resolution) of the STD General Terms.

14 **NOTICES**

14.1 **Parties to comply with STD**

Subject to clause 14.2 below and save as otherwise expressly provided in this Agreement, any notice, consent, approval, agreement, undertaking, report or other communication given by a Party for the purposes this Agreement (a **Notice**) will be given by that Party in compliance with clause 42 (Notices) of the STD General Terms.

14.2 **Formal Notices**

Any notice of a Dispute or termination notice given by a Party must, in addition to complying with clause 14.1 above, be delivered in writing to the Wholesale Tower Co-location Service Manager, using the contact details supplied by the WISP during the registration process and by the Access Provider via the RCG Wholesale Web Portal.

15 **OTHER REGISTERED WISP COMMITMENTS**

15.1 Each Party will, and will procure that its Personnel, take all reasonable care, while accessing any RBI 2 Site during the Design & Build Process, not to cause any damage, harm or interruption to:

- (a) the RBI 2 Site;
- (b) any Access Provider Equipment or Access Seeker Equipment or Third Party Equipment at the RBI 2 Site;
- (c) other personnel at the RBI 2 Site; and
- (d) any access track leading to the RBI 2 Site and any other land, fencing, equipment or stock, in each case on or neighbouring the RBI 2 Site and whether or not owned by the Access Provider.

15.2 The Registered WISP will comply with, and will procure that its Personnel comply with, the terms of the Relevant Occupation for any RBI 2 Site which the Registered WISP or its Personnel access during the Design & Build Process, subject to the Access Provider giving the Registered WISP a copy of such Relevant Occupation.

16 **HEALTH AND SAFETY**

16.1 **Compliance with law and STD**

Each Party must, in relation to the performance of their respective obligations under the Agreement, comply, and ensure that its Personnel comply, with all material and relevant Health and Safety Law and its respective obligations under clause 36 (Health and Safety) of the STD General Terms.

16.2 Indemnity

To the fullest extent permitted by the Health and Safety Law, each Party (**Indemnifying Party**) shall indemnify and hold harmless the other Party against any and all claims, proceedings, liabilities, losses, costs, damages and expenses (including court and legal costs) that may be suffered or incurred by that other Party arising out of or in connection with this Agreement as a result of any breach of any Health and Safety Law by the Indemnifying Party or its Personnel, or any breach of clause 16.1 by the Indemnifying Party or its Personnel, in either case that results in the other Party either being in breach of any Health and Safety Law or being the subject of any claim or proceedings by any third party against or involving the other Party.

17 GENERAL INDEMNITIES

17.1 Public Liability

- (a) Each Party will indemnify and hold harmless the other Party from and against any and all claims, proceedings, liabilities, losses, costs, damages and expenses (including court and legal costs) that may be suffered or incurred by that other Party arising out of or in connection with any physical damage to that other Party's tangible property, or any claim brought by a third party against that other Party for any physical damage to that third party's tangible property, or any personal injury or death, in each such case caused by the activities of the first Party or its Personnel under or in connection with the Design & Build Process (**Public Liability Claim**).
- (b) Where a Party (**Indemnified Party**) seeks to be indemnified under this clause 17.1 in respect of any Public Liability Claim, other than a claim in respect of physical damage to the Indemnified Party's tangible property:
 - (i) the Indemnified Party must notify the other Party (**Indemnifying Party**) as soon as reasonably practicable after becoming aware of the Public Liability Claim, setting out reasonable details of the Public Liability Claim and claiming indemnification under this clause 17.1;
 - (ii) the Indemnifying Party may elect to defend the Public Liability Claim at its own cost, in which case:
 - (A) the Indemnified Party must render all reasonable assistance to, and co-operate with, the Indemnifying Party for that purpose, at the Indemnifying Party's cost; but
 - (B) the Indemnifying Party will not admit liability or settle the Public Liability Claim without the Indemnified Party's prior consent (not to be unreasonably withheld or delayed).

17.2 Compliance with Relevant Occupation

- (a) Each Party (the **Indemnifying Party**) will indemnify and hold harmless the other Party (the **Indemnified Party**) from and against any and all claims, proceedings, liabilities, losses, costs, damages and expenses (including court and legal costs) that may be suffered or incurred by the Indemnified Party arising out of or in connection with:

- (i) where the Access Provider is the Indemnifying Party, any breach of the Relevant Occupation by the Indemnifying Party or its Personnel during the Design & Build Process; or
 - (ii) where the Registered WISP (including any Non-Cellular Access Seeker) is the Indemnifying Party, any act or omission by the Registered WISP or its Personnel which causes the Access Provider to breach the Relevant Occupation during the Design & Build Process subject to the Access Provider giving the Registered WISP a copy of such Relevant Occupation.
- (b) Once an RBI 2 Tower is Site Integrated and becomes a Relevant Facility then the Parties' respective liability in terms of compliance with the Relevant Occupation is as set out in the STD.

18 GENERAL

18.1 Mutual warranties

As at the date of this Agreement, each Party represents to the other that, subject to any express provision to the contrary in this Agreement:

- (a) it has full power and authority to enter into and perform its obligations under this Agreement;
- (b) there is no other agreement, arrangement, understanding or requirement binding on it, that would prevent or impede its entry into or performance of this Agreement; and
- (c) the performance of its obligations under this Agreement shall not result in the breach of any statute or regulation.

18.2 Further assurances

Each Party agrees to execute and deliver any documents and to do all things as may reasonably be required by the other Party to obtain the full benefit of this Agreement according to its true intent.

18.3 No reliance

Each Party undertakes that in entering into this Agreement it has relied only on the warranties and representations expressly set out in this Agreement, and otherwise has relied solely on its own knowledge, experience and judgement in respect of all other matters influencing its entry into this Agreement.

18.4 Entire agreement

This Agreement constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof and supersede all prior discussions, representations and understandings, written or oral.

18.5 Costs

Each Party will meet its own legal, accounting and other professional and advisory costs and expenses incurred in relation to the negotiation, preparation and

execution of this Agreement and any future amendments to it. Each Party will meet its own costs in performing its obligations under this Agreement, except to the extent this Agreement expressly provides otherwise, or where the Parties expressly agree otherwise.

18.6 Legal nature of relationship

Notwithstanding any other provision in this Agreement, nothing in this Agreement is intended to or will imply or be construed as a fiduciary obligation, or create a legal relationship of partnership or joint venture, or give either Party any right to act on behalf of or bind the other Party in any way, except as expressly permitted by this Agreement.

18.7 Privity

This Agreement is not intended to confer any benefit on or create any obligation enforceable at the suit of any person not a party to this Agreement, except where this Agreement expressly provides otherwise.

18.8 No waiver

No failure, delay or indulgence by any Party in exercising any power or right conferred on that Party by this Agreement shall operate as a waiver of that power or right. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights under this Agreement.

18.9 Consistency of agreements

The Access Provider will ensure that its equivalent agreements with other WISPS wishing to participate in the Design & Build Process and obtain the Wholesale Tower Co-location Service on any RBI 2 Towers will not differ materially from the terms of this Agreement.

18.10 Amendments

The Access Provider may from time to time amend the terms of this Agreement (including changes to the RBI 2 Operations Manual) and those updated terms will be deemed to be binding on the Registered WISP from the date of notification of the updated terms to the Registered WISP. Any such amended terms will continue to be subject to the Deed of Undertaking.

18.11 Invalidity

Any unlawful provision of this Agreement will be amended to the minimum extent necessary to ensure that it is not unlawful and, as far as is possible, to ensure that it is consistent with the intent and effect of the provision. The remaining provisions will be enforceable as if such unlawful provision had not been included in this Agreement. If the provision is unable to be amended without materially altering the intent and effect of the provision, it will be severed, and the remaining provisions enforceable, but only if the severance does not frustrate this Agreement.

18.12 Law and jurisdiction

This Agreement will be governed by, and construed in accordance with, the laws of New Zealand. Where the courts are to have jurisdiction under this Agreement the courts of New Zealand will have exclusive jurisdiction.

18.13 **Counterparts**

This Agreement may be executed in any number of counterparts (including facsimile or scanned and emailed copies). So long as each Party has received a counterpart or counterparts carrying the signatures of the other Party, the counterparts together shall constitute a binding and enforceable agreement between the Parties.

Schedule 1 – RBI 2 OPERATIONS MANUAL

Schedule 2 – RBI 2 CO-LOCATION PRICING

The Registered WISP will be liable to pay to the Access Provider the Charges set out in this Schedule in accordance with the Agreement (including this schedule and the RBI 2 Operations Manual).

DEFINITIONS & INTERPRETATION:

Annual Co-location Charge means the annual charge detailed below in this Schedule 2 (RBI 2 Co-location Pricing) and payable by the Registered WISP for the Wholesale Tower Co-location Service received in relation to an RBI 2 Site in accordance with this Agreement and the RBI 2 Operations Manual.

Design & Build Process Charges means the Design & Build Process Charges detailed below in this Schedule 2 (RBI 2 Co-location Pricing) and payable by the Registered WISP if it participates in the Design & Build Process for any RBI 2 Site in accordance with this Agreement and the RBI 2 Operations Manual.

Wholesale Tower Co-location Service Charges or Charges means all of the charges payable by the Registered WISP to the Access Provider pursuant to this Agreement in respect of the Wholesale Tower Co-location Service including, without limitation, the Design & Build Process Charges and the Annual Co-location Charge as detailed in this schedule 2 (RBI 2 Co-location Pricing).

All Charges set out in this Schedule are GST exclusive.

All Charges are subject to annual review and, where applicable, increase in accordance with the percentage increase in Consumer Price Index (All Groups) for the corresponding period published by Statistics New Zealand or other applicable Government agency. To avoid doubt, a CPI adjustment will not be made more frequently than annually during the term of the Agreement. Any such increase will take effect on the first day of the relevant Year. The Access Provider will notify the Registered WISP of any required increase, and provide supporting calculations.

DESIGN & BUILD PROCESS CHARGES

1. Site Application Charge

- 1.1 On confirmation of acceptance by the Access Provider of the Registered WISP's Site Application, the Access Provider will charge the Registered WISP and the Registered WISP will be liable to pay a standard Site Application charge of \$500 (**Site Application Charge**), which encompasses amongst other things costs associated with processing and reviewing the Site Application and site design activities. This remains subject to clauses 1.2 and 1.3 below.
- 1.2 The Access Provider reserves the right to increase any of the Wholesale Tower Co-location Service Charges for a Site Application that includes a request for Additional Equipment.
- 1.3 The Access Provider will notify the Registered WISP of any increase to the above Site Application Charge where the Registered WISP's Site Application includes a

request for Additional Equipment. The Registered WISP must pay such increased Site Application Charge before the Access Provider will produce a Detailed Site Design.

2. **Incremental Capital Costs**

- 2.1 During preparation of the Detailed Site Design, the Access Provider will confirm to the Registered WISP any additional incremental capital costs associated with Additional Equipment requested within a Site Application (**Incremental Capital Costs**). The Registered WISP must agree in writing to pay such Incremental Capital Costs before the Access Provider will produce a Final Detailed Site Design. The Access Provider will charge the Registered WISP and the Registered WISP will be liable to pay those additional costs on completion of the Final Detailed Site Design.

ANNUAL CO-LOCATION CHARGE

3. **Annual Co-location Charge**

- 3.1 The standard Annual Co-location Charge for each RBI 2 Site will be \$1,275 per annum, provided that this assumes the Registered WISP's Site Application does not exceed the Standard Co-location Equipment parameters (i.e., there is no Additional Equipment requested), and that the Registered WISP is the First In WISP.
- 3.2 The Access Provider will notify the First In WISP of any uplift to the above Annual Co-location Charge where the First In WISP's Site Application includes a request for Additional Equipment. The First In WISP must agree in writing to pay such increased Charges before the Access Provider will produce a Detailed Site Design.
- 3.3 If the Registered WISP is not the First In WISP or requests access to the Wholesale Tower Co-location Service in accordance with the STD following construction and Site Integration of the RBI 2 Site, the Access Provider will notify the Registered WISP of the Annual Co-location Charge applicable to it. The Annual Co-location Charge will be set in accordance with the pricing principles detailed in clause 5.4 of the Agreement.
- 3.4 The Annual Co-location Charge is subject to adjustment as provided for in clause 6 of this Schedule.

Inclusions

- 3.5 The Annual Co-location Charge includes (amongst other things):
- (a) Site, Mast and Utility Service repairs and maintenance but excludes any cabinet /shelter work;
 - (b) access track maintenance, vegetation control and fencing and gate maintenance but excludes major road works, major vegetation control and work on concrete pads;

- (c) structural compliance but excludes major Mast maintenance; and
- (d) managing the relationship between the Landlord and the Access Provider, including:
 - i. requesting an invoice from the Landlord for the Rental Costs and setting up banking requirements for the ongoing monthly payments to the Landlord; and
 - ii. attending to any reviews (including of Rental Costs) and renewals, as may be provided for under the Relevant Occupation.

Exclusions

- 3.6 The Access Provider will provide the First In WISP with 2U of space at each RBI 2 Site. Any second or subsequent Registered WISP or an Access Seeker that the Access Provider grants access to an RBI 2 Site will be responsible for providing equipment housing for its associated radios at the RBI 2 Site at its own cost.
- 3.7 The Access Provider will provide the First In WISP with 250 watts of power, charged at a flat rate and included in the Annual Co-location Charge of \$1,275 per annum. Any second or subsequent Registered WISP or an Access Seeker that the Access Provider grants access to an RBI 2 Site will be advised of the charge applicable for power usage, and may be required to arrange a separate meter in accordance with the STD.
- 3.8 The Annual Co-location Charge allows for planned maintenance only and excludes Force Majeure Events. For Force Majeure Events repair costs will be shared between the Access Provider and the Registered WISP and any Access Seekers co-located on the particular RBI 2 Site at the time of the event, as reasonably determined by the Access Provider.
- 3.9 Costs associated with high Voltage Power line maintenance, including the cost to fix any fault, replacement of transformers, poles, cross arms, insulators and vegetation control immediately under the High Voltage line are excluded from the Annual Co-location Charge. The Access Provider may (at its discretion) charge the Registered WISP a reasonable pro rata share of any such costs incurred.

4. WISP Space

- 4.1 Where work must be undertaken on or around the RBI 2 Site for the purpose of resolving a fault outside of any WISP Space and where the fault is the responsibility of the Registered WISP, the Access Provider will decide whether the fault is repaired by the Access Provider or by the Registered WISP. Where the Access Provider repairs the fault, the Registered WISP must pay the Access Provider's actual reasonable costs incurred to fix the fault.

5. **Other Costs associated with installation of WISP Equipment**

- 5.1 The Charges do not include charges associated with the installation of WISP Equipment (including labour and material that is not funded by way of Grant Funding). The Registered WISP will be responsible for the installation of its WISP Equipment and will be required to pay for any labour and materials and any other costs associated with such installation. If the Registered WISP wants the Access Provider to supply an accredited rigger or other accredited contractor to assist with installation of its WISP Equipment then the Access Provider will charge the Registered WISP for all associated costs.
- 5.2 The Charges do not include costs associated with the Access Provider arranging the Registered WISP's power connection to the RBI 2 Site. The Access Provider may recover its reasonable costs of arranging the power connection from the Registered WISP.

6. **Annual Co-location Charge Review**

- 6.1 Prior to each anniversary of the Commencement Date (in each case an **Annual Co-location Charge Renewal Date**), the Access Provider may undertake a review of the current Annual Co-location Charge as against its expected costs for the following 2 year period (a **Co-location Charge Review**). Following each such Co-location Charge Review (and no less than 40 Working Days prior to the relevant Annual Co-location Charge Renewal Date) the Access Provider will give notice to the Registered WISP, (in each such case the **Co-location Charge Review Notice**) confirming the new Annual Co-location Charge that the Access Provider has determined will apply with effect from the relevant Annual Co-location Charge Renewal Date and attaching a summary of the Co-location Charge Review (such summary to include reasonable supporting information).

Schedule 3 - ADDITIONAL REQUIREMENTS

Part A: Non-Cellular Access Seeker Liability to Access Provider

If the Registered WISP is a Non-Cellular Access Seeker then, notwithstanding clauses 8 (Registered WISP's Liability) and 17 (General Indemnities) of the Agreement, the Registered WISP's total liability to the Access Provider in respect of any and all Defaults, negligent acts or omissions or breaches of statutory duty of or by the Registered WISP or its Personnel under or in relation to this Agreement is limited to:

- \$100,000 for a single event; and
- \$500,000 in aggregate for all events (connected or unconnected) occurring in any Year,

provided that these limitations are subject to:

- the same exceptions set out in clause 16.4 (Exceptions to the limitation and exclusion of the Registered WISP's liability) of the STD General Terms; and
- the exclusion of liability set out in clause 16.2 of the STD General Terms.

Part B: Access Provider Liability to Non-Cellular Access Seeker

If the Registered WISP is a Non-Cellular Access Seeker then, notwithstanding clause 9 (Access Provider's Liability) and 17 (General Indemnities) of the Agreement, the Access Provider's total liability to the Registered WISP in respect of any and all Defaults, negligent acts or omissions or breaches of statutory duty of or by the Access Provider or its Personnel under or in relation to this Agreement is limited to:

- \$100,000 for a single event; and
- \$500,000 in aggregate for all events (connected or unconnected) occurring in any Year,

provided that these limitations are subject to:

- the same exceptions set out in clause 17.4 (Exceptions to the limitation and exclusion of the Access Provider's liability) of the STD General Terms; and
- the exclusion of liability set out in clause 17.2 of the STD General Terms.

Part C: Non-Cellular Access Seeker's Insurance Obligations

Notwithstanding any other provision of this Agreement and the STD, if the Registered WISP is a Non-Cellular Access Seeker, it must, at its own expense, obtain and maintain in place during the term of the Agreement a policy or policies of insurance which:

- cover the Registered WISP in respect of any liability to the Access Provider arising out of or in connection with the performance of the Registered WISP's

obligations under the Agreement and the STD (as it applies under this Agreement);

- are for a sum insured of not less than \$100,000 for any one claim;
- are for an aggregate sum insured of not less than \$500,000 in aggregate for all claims (connected or unconnected) occurring in any Year;
- are provided by an insurer or insurers acceptable to the Access Provider (acting reasonably); and
- are governed by New Zealand law and subject to New Zealand jurisdiction.

The Registered WISP must provide copies of the relevant insurance policies and certificates to the Access Provider within 15 Working Days of the Commencement Date and promptly following each annual renewal date of those policies during the term of the Agreement.

Save as otherwise agreed by the Parties, this is the full extent of the Registered WISP's insurance obligations to the Access Provider under the Agreement.

Note: This Part C is not intended to relieve the Registered WISP from its insurance obligations with respect to covering its potential liability to other WISPs, Access Seekers or "Other Service Providers" under the STD (but as qualified in clause 8.1 of the Agreement).

Part D: Other Variations to the STD for Non-Cellular Access Seekers

If the Registered WISP is a Non-Cellular Access Seeker then, once an RBI 2 Tower at an RBI 2 Site is Site Integrated, the Access Provider will make the Wholesale Tower Co-location Service available to the Registered WISP on that particular RBI 2 Tower in accordance with the STD subject to the following amendments:

- Definitions: references to Mobile Co-location Service in the STD will be deemed to be a reference to the Wholesale Tower Co-location Service.
- STD General Terms: there is no "Mobile Co-location Implementation Plan" or "Implementation Plan" in the context of the provision of Wholesale Tower Co-location Service.
- STD General Terms: Clause 6.2 of the STD General Terms (Security Requirements) will apply at the discretion of the Access Provider such that, with effect from the Commencement Date, the Registered WISP will satisfy the security requirements on request by the Access Provider.
- STD Schedule 1 (Service Description) – Section 6 (Service Levels) will not apply in relation to the provision of the Wholesale Tower Co-location Service to any WISP that is a Non-Cellular Access Seeker.

- STD Schedule 3 (Operations Manual) - Part 2 Forecasting, Section (8 Access Seeker Forecasting) will not apply in its entirety in relation to the provision of the Wholesale Tower Co-location Service to any WISP that is a Non-Cellular Access Seeker.
- STD Schedule 3 (Operations Manual) - Appendix C (Forecasting) will not apply in relation to the provision of the Wholesale Tower Co-location Service to any WISP that is a Non-Cellular Access Seeker.
- STD Schedule 2 (Service Level Terms) will not apply to the provision of the Wholesale Tower Co-location Service to any WISP that is a Non-Cellular Access Seeker unless otherwise agreed in writing between Access Provider and the WISP. The Access Provider and the WISP may agree alternative service level metrics to use as performance KPIs for particular projects. Notwithstanding any of the above, or any contrary provision in the Agreement, the Access Provider will have no liability whatsoever (including without limitation any liability for performance penalties) to the WISP for a breach of any agreed service levels in relation to the provision of the Wholesale Tower Co-location Service.

The STD, including an up to date version of those parts of the STD General Terms which may be changed, are available from the Commerce Commission website, being: www.comcom.govt.nz

RBI 2 Operations Manual

For all Registered Parties

Table of Contents

- PART 1 - DOCUMENT INFORMATION** 5
 - 1. **INTRODUCTION** 5
 - 1.1. **Purpose:** 5
 - 1.2. **Relationship with the Agreement:** 5
 - 1.3. **Change Mechanism & Distribution:** 5
 - 1.4. **Definitions & Interpretation:** 5
 - 1.5. **Other:** 5
 - 2. **TECHNICAL MANUALS, USER GUIDES AND FORMS** 5
 - 2.1. **Status of external documents:** 5
 - 3. **GOOD FAITH AND DISPUTE RESOLUTION** 6
 - 3.1. **General:** 6
 - 4. **COMMUNICATIONS** 6
 - 4.1. **General:** 6
 - 5. **PREREQUISITES** 7
 - 5.1. **Overview:** 7
 - 5.2. **Operational Prerequisites:** 7
 - 6. **OVERVIEW OF THE DESIGN & BUILD PROCESS** 7
 - 6.1. **Overview:** 7
 - 6.2. **Procedure for supply of the Wholesale Tower Co-location Service:** 7
- PART 2 – PROVISIONING & QUEUING** 7
 - 7. **RCG WHOLESALE WEB PORTAL** 7
 - 7.1. **Overview:** 8
 - 7.2. **Terms of use:** 8
 - 7.3. **Site Application Processing:** 8
 - 8. **PRIORITISATION:** 8
 - 8.1. **Prioritisation: “first come, first served”** 8
 - 9. **QUEUING POLICY** 8
 - 9.1. **Overview** 8
 - 9.2. **Place in the Queue: “first come, first served”** 8
 - 9.3. **“Use it or Lose it”** 9
- PART 3 SITE NOTIFICATION AND SITE APPLICATION** 9
 - 10. **SITE NOTIFICATION** 9
 - 10.1. **Site Notification:** 9
 - 10.2. **Site Application** 10
- PART 4 CO-LOCATION DESIGN/BUILD PROCESS** 11
 - 10.3. **Design** 11
 - 10.4 **Design Principles:** 12
 - 10.5 **Design Considerations:** 12
 - 10.6 **Final Detailed Site Design:** 13
 - 10.7 **Non Participation:** 13

11.	LANDLORD AND THIRD PARTY APPROVALS	13
11.1	Right of Relevant Occupation and RMA Consent:	14
11.2	Registered Party Compliance:	14
11.3	Schedule of Site Specific Conditions:	14
12.	PRE-BUILD PHASE:	15
12.1	Construction Timings:	15
12.2	Project Plan:	15
13.	BUILD PHASE	15
13.1	WISP Build/Access Seeker Build	15
13.2	Project Closure	16
13.3	Status of Site Application and Mobile Co-location STD	17
	PART 5 - BILLING	17
14	BILLING	17
14.1	Overview:	17
14.2	Invoicing:	17
14.3	Billing enquiries:	17
	PART 6 - DATABASE	17
15	CO-LOCATION DATABASE	17
15.1	Overview:	17
15.2	Access Provider obligations:	18
15.3	Co-location Database:	18
	PART 7 - SECURITY AND ACCREDITATION	18
16	GENERAL	18
16.1	Overview:	18
17	ACCREDITATION	18
17.1	Overview:	18
17.2	Accreditation procedure:	19
17.3	Work type accreditation:	19
17.4	Escorted access:	19
	PART 8 – RBI 2 SITE UTILITY SERVICES	19
18	UTILITY SERVICES	19
18.1	Overview:	19
18.2	Utility Services:	19
18.3	Maintenance:	20
19	POWER	20
19.1	Normal operating standards:	20
19.2	Power connection to the Registered Party Equipment:	20
20	ELECTRICAL AND LIGHTNING EARTHING	21
20.1	Access Provider system:	21
20.2	Registered Party connection:	21
	PART 9 – SERVICE DISRUPTION	21

21	DOWNTIME	21
21.1	Service Level	21
	PART 10 – FAULTS	21
22	FAULTS	21
22.1	Overview	21
22.2	Fault Management System	21
22.3	Diagnosing Faults	22
22.4	Responsibility for Faults	22
22.5	Reporting Faults to the Access Provider	23
	PART 11 – OUTAGES	24
23	PLANNED AND UNPLANNED OUTAGES	24
23.1	Overview	24
23.2	Planned Outages	24
23.3	Unplanned Outages	25
	PART 12 – WORK PROCEDURES	25
24	GENERAL	25
24.1	Overview:	25
24.2	Working on the RBI 2 Site:	25
25	PERMIT TO WORK	26
25.1	Overview:	26
25.2	General:	26
25.3	Permit to Work procedure:	26
25.4	Permit to Work applications:	26
25.5	When to apply for a Permit to Work	26
26	HEATH AND SAFETY	27
26.1	Overview:	27
26.2	Health and Safety compliance:	27
26.3	Generic hazards:	28
26.4	Cumulative Radio-frequency effects:	28
	APPENDIX A - ESCALATION PROTOCOL	30
	APPENDIX B – RCG CO-LOCATION PROCESS	Error! Bookmark not defined.
	APPENDIX C – SITE APPLICATION	Error! Bookmark not defined.
	APPENDIX D – SCHEDULE OF SITE SPECIFIC CONDITIONS	Error! Bookmark not defined.
	APPENDIX E – PROJECT PLAN	Error! Bookmark not defined.
	APPENDIX F - CO-LOCATION DATABASE TEMPLATE	Error! Bookmark not defined.
	APPENDIX G – RCG SITE TYPES	Error! Bookmark not defined.
	APPENDIX H – PROJECT CLOSURE CHECKLIST	Error! Bookmark not defined.

PART 1 - DOCUMENT INFORMATION

1. INTRODUCTION

1.1. Purpose:

- 1.1.1. Save as otherwise expressly provided in the Agreement, this RBI 2 Operations Manual applies to a "Registered Party". In this RBI 2 Operations Manual the term "**Registered Party**" means a WISP or Access Seeker that has successfully registered on the RCG Wholesale Web Portal.
- 1.1.2. Prior to construction and Site Integration of the RBI 2 Sites, Registered Parties will be entitled to submit Site Applications for RBI 2 Sites and, where permitted by the Access Provider, can also participate in the Design & Build Process, in each case in accordance with the Agreement and this RBI 2 Operations Manual.
- 1.1.3. Following construction and Site Integration of the RBI 2 Sites, Registered Parties will have the opportunity to apply to receive the Wholesale Tower Co-location Service at the RBI 2 Sites in accordance with the STD.

1.2. Relationship with the Agreement:

- 1.2.1 This RBI 2 Operations Manual forms part of the Agreement and sets out the process by which a Registered Party can make a Site Application to participate in the Design & Build Process and receive the Wholesale Tower Co-location Service at the RBI 2 Site.
- 1.2.2 This RBI 2 Operations Manual should be read in conjunction with the other documents which make up the Agreement, including (where applicable) the STD.

1.3. Change Mechanism & Distribution:

- 1.3.1 The Access Provider may from time to time amend the RBI 2 Operations Manual and will make the current version of the RBI 2 Operations Manual available to all Registered Parties via the RCG Wholesale Web Portal and will notify Registered Parties of any changes in accordance with clause 18.10 of the Agreement.

1.4. Definitions & Interpretation:

- 1.4.1 References to clauses or sections in this RBI 2 Operations Manual are references to clauses and sections in this RBI 2 Operations Manual unless expressly provided otherwise.
- 1.4.2 Defined terms used in this RBI 2 Operations Manual are capitalised and, save as provided below, will have the meaning given in the glossary included in the Agreement. If a defined term doesn't appear in the Agreement, it has the meaning given in the STD General Terms.

1.5. Other:

- 1.5.1 This RBI 2 Operations Manual is drafted in the singular; however it should be read as applying to all Registered Parties.

2. TECHNICAL MANUALS, USER GUIDES AND FORMS

2.1. Status of external documents:

- 2.1.1 This RBI 2 Operations Manual refers to various technical manuals (including published New Zealand and international standards) and user guides that contain technical and procedural details. Such reference is necessary for both Parties so that:
 - (a) uniform standards of best practice are set;

- (b) the health and safety of the Parties' respective Personnel can be protected;
 - (c) systems are in place for the management of outages, faults and any work either Party needs to undertake; and
 - (d) the Parties' respective Personnel have access to uniform technical instructions.
- 2.1.2 To the extent that this RBI 2 Operations Manual creates any obligation to comply with a technical manual or user guide, the Parties must each:
- (a) apply the technical manual or user guide in good faith;
 - (b) interpret the technical manual or user guide consistently with the Agreement; and
 - (c) comply with the technical and/or procedural detail the technical manual or user guide contains.

3. GOOD FAITH AND DISPUTE RESOLUTION

3.1. General:

- 3.1.1 The Parties will deal with each other in good faith in relation to this RBI 2 Operations Manual and act co-operatively to facilitate the procedures required for the implementation and supply of the Wholesale Tower Co-location Service.
- 3.1.2 Any reasonable request by one Party to the other for additional information must be answered promptly.
- 3.1.3 Any dispute, question or difference that arises between the Parties must be dealt with in accordance with the Escalation Protocol in Appendix A. The Parties must use all reasonable endeavours to resolve the issue via the Escalation Protocol before either Party gives the other a formal Notice of Dispute.
- 3.1.4 This RBI 2 Operations Manual provides elsewhere that any Dispute in relation to a particular issue of a technical, operational or implementation nature, which requires significant investigation of factual matters, must be resolved by expert determination in the event of a Deadlock.

4. COMMUNICATIONS

4.1. General:

- 4.1.2 The Parties will each endeavour to engage with third parties and communities in a way that:
 - (a) mitigates any issues arising from the implementation and supply of the Wholesale Tower Co-location Service (such as community concerns leading to objections or protests);
 - (b) seeks to build trust between the Parties and third parties and communities through integrity, transparency, honesty and objectivity; and
 - (c) mitigates any negative impact upon the public brand of either Party or other negative outcome for either Party.
- 4.1.3 If either Party receives an enquiry from CIP in relation to the Wholesale Tower Co-location Service, or regarding any related issues or concerns arising from clause 4.1.2 above, that Party will, as soon as reasonably practicable, inform the other Party of the enquiry and the Parties will work together to provide a mutually coordinated response to the enquiry.
- 4.1.4 If either Party provides information to a third party in relation to the Wholesale Tower Co-location Service, that Party will use all reasonable

efforts to ensure the information supplied is accurate, factual, objective, transparent and in compliance with any relevant confidentiality requirements.

5. PREREQUISITES

5.1. Overview:

5.1.1 In addition to the commercial prerequisites set out in section 6 of the STD General Terms (but as amended by the Agreement), the Registered Party must satisfy the operational prerequisites listed in clauses 5.2.1 and 5.2.2 below in relation to the Design & Build Process.

5.2. Operational Prerequisites:

5.2.1 Prior to making a Site Application, the Access Provider must have granted to the Registered Party, and the Registered Party verified it has, access to the RCG Wholesale Web Portal.

5.2.2 Prior to commencing the WISP Build/Access Seeker Build at the RBI 2 Sites, the following prerequisites must be met:

- (a) the Registered Party must have met the Access Provider's notified accreditation and security requirements for each person who will require access to the RBI 2 Sites to complete the WISP Build/Access Seeker Build;
- (b) the Registered Party must have met the Access Provider's notified accreditation and security requirements for each person who will require access to the RBI 2 Sites to install, operate and maintain the WISP Equipment/Access Seeker Equipment on an ongoing basis; and
- (c) the Access Provider has granted to the Registered Party, and the Registered Party has verified it has access to, the Access Provider's Fault Management System.

6. OVERVIEW OF THE DESIGN & BUILD PROCESS

6.1. Overview:

6.1.1 This section outlines the Design & Build Process to be followed by the Registered Party where the Access Provider permits a Registered Party to participate in the Design & Build Process and also sets out the related procedures leading up to the supply of the Wholesale Tower Co-location Service. More detailed information is set out in subsequent sections of this RBI 2 Operations Manual.

6.1.2 How the Wholesale Tower Co-location Service is to be supplied at a particular RBI 2 Site depends on the availability of space, interference and capacity restrictions within, and associated with, that RBI 2 Site, and management of those issues in accordance with this RBI 2 Operations Manual.

6.2. Procedure for supply of the Wholesale Tower Co-location Service:

6.2.1 The procedures underlying the process which will enable supply of the Wholesale Tower Co-location Service at an RBI 2 Site can be summarised in Appendix B of this RBI 2 Operations Manual.

PART 2 – PROVISIONING & QUEUING

7. RCG WHOLESALE WEB PORTAL

7.1. **Overview:**

- 7.1.2 All Site Applications for the Wholesale Tower Co-location Service must be submitted by the Registered Party using the RCG Wholesale Web Portal.
- 7.1.4 Any Site Application that a Registered Party attempts to submit by any means other than the RCG Wholesale Web Portal (i.e., by unauthorised email or fax) will be invalid and (subject to clause 7.2.1 below) will be disregarded by the Access Provider.
- 7.1.5 The Access Provider may update the RCG Wholesale Web Portal from time to time and will inform the Registered Parties of any material changes made.

7.2. **Terms of use:**

- 7.2.1 If the Access Provider advises the Registered Parties that the RCG Wholesale Web Portal is unavailable, the Registered Parties may submit Site Applications by completing the form set out in Appendix C and emailing it to the Access Provider's Wholesale Tower Co-location Service Manager's contact email address.

7.3. **Site Application Processing:**

- 7.3.1 The Access Provider will ensure that all Site Applications submitted via the RCG Wholesale Web Portal by a Registered Party outside of Business Hours on any Working Day are processed the next Working Day.
- 7.3.2 The Registered Party must complete all of the fields on the relevant form for each Site Application that it submits.
- 7.3.3 A Site Application will be deemed invalid and may be rejected by the Access Provider if it is not submitted in accordance with this RBI 2 Operations Manual.

8. **PRIORITISATION:**

8.1. **Prioritisation: "first come, first served"**

- 8.1.1 Subject to clause 9 below, all Site Applications made by a Registered Party for the Wholesale Tower Co-location Service will be assessed on a "first come, first served" basis. Application of this "first come, first served" principle is a requirement under the RBI 2 Agreement and ensures that the Access Provider processes the Registered Party Site Applications in a fair and equitable manner, especially given the limited space available on the RBI 2 Towers.

9. **QUEUING POLICY**

9.1. **Overview**

- 9.1.1 This section sets out the queuing policy that will apply when the Registered Party makes a Site Application to the Access Provider for the Wholesale Tower Co-location Service at the RBI 2 Sites.
- 9.1.2 The queuing policy is based on two main principles: "first come, first served" and "use it or lose it".
- 9.1.3 The number of Registered Parties in the Queue for each RBI 2 Site at any given time will be represented in the Co-location Database.

9.2. **Place in the Queue: "first come, first served"**

- 9.2.1 In the event the Access Provider receives and then approves Site Applications from more than one Registered Party for the same RBI 2 Site, those Registered Parties will be placed in an ordered list (the **Queue**) and

those Site Applications will be processed by the Access Provider in the order outlined in clause 9.2.2 below.

9.2.2 After the Registered Party is placed in the Queue, its Site Application will be processed by the Access Provider as follows:

- (a) If a WISP is the first party to submit a Site Application which the Access Provider accepts, then that First In WISP will be first in the Queue and will be "first served".
- (b) If an Access Seeker submits a Site Application before any other Registered Party and the Access Provider accepts that Site Application and invites the Access Seeker to participate in the Design & Build Process then that Access Seeker will be first in the Queue and will be "first served".

Notwithstanding the above, the Access Provider's consideration of Site Applications and ordering of multiple Site Applications for a single RBI 2 Site will always be subject to the Access Provider's obligation to provide the Wholesale Tower Co-location Service to a First In WISP at that RBI 2 Site.

9.3. "Use it or Lose it"

9.3.1 The "use it or lose it" principle addresses the circumstances in which a Registered Party's Site Application may lapse.

9.3.2 The Registered Party must use its best endeavours to adhere to the timeframes for the tasks for the implementation of the Wholesale Tower Co-location Service at the RBI 2 Sites, in accordance with the Agreement and this RBI 2 Operations Manual.

9.3.3 Where it is determined pursuant to this clause 9.3 that the Registered Party has materially exceeded one or more timeframes set out in the Agreement or this RBI 2 Operations Manual, the Registered Party's relevant Site Application will, at Access Provider's discretion, lapse and the Access Provider will notify the Registered Party of this and proceed to remove the Registered Party from the Queue for that RBI 2 Site.

9.3.4 A timeframe will be materially exceeded where the task is not completed within five (5) Working Days of the required timeframe, in accordance with the tasks and timeframes set out in this RBI 2 Operations Manual.

PART 3 - SITE NOTIFICATION AND SITE APPLICATION

10. SITE NOTIFICATION

10.1. Site Notification:

10.1.1 No later than 10 Working Days after the Access Provider has satisfied the Site Acquisition Milestone for a relevant RBI 2 Site, the Access Provider will notify all Registered Parties via the RCG Wholesale Web Portal (**Site Notification**).

10.1.2 The Site Notification will be done by uploading of an updated Co-location Database on the RCG Wholesale Web Portal and the Registered Parties will also receive an email notification from the Access Provider advising any new RBI 2 Sites that have reached the Site Notification stage.

10.1.3 As detailed in Section 15 of this RBI 2 Operations Manual (Co-location Database), the Co-location Database will contain all information on RBI 2 Sites to assist Registered Parties in determining whether to submit a Site Application to receive the Wholesale Tower Co-location Service for such RBI 2 Sites.

10.1.4 Registered Parties should not act in sole reliance on the information contained in the Site Notification and Co-location Database in determining whether to submit a Site Application. The information provided by the

Access Provider in the Site Notification and Co-location Database is intended to support the Registered Party's decision as to whether or not to submit an Application, however the Registered Party is expected to make its own enquiries and assessment and ultimately determine itself whether or not to submit a Site Application.

- 10.1.5 The information provided to the Registered Parties by the Access Provider in relation to any RBI 2 Site cannot be used by the Registered Parties to contact any Landlords for those RBI 2 Sites. The Registered Party must contact the Access Provider for written permission prior to visiting any RBI 2 Site or making any contact with the Landlords for the RBI 2 Sites.
- 10.1.6 The information supplied as part of the Site Notification and Co-location Database will be deemed Confidential Information as per clause 6 of the Agreement.

10.2. Site Application

- 10.2.1 Following a Site Notification, a Registered Party may submit a Site Application to the Access Provider to receive the Wholesale Tower Co-location Service.
- 10.2.2 The Registered Party must submit its Site Application no later than fifteen (15) Working Days after the Access Provider issues the Site Notification pursuant to clause 10.1.1 in order to be eligible to participate in the Design & Build Process.
- 10.2.3 The Site Application must be in the format set out in Appendix C.
- 10.2.4 If a Site Application is received by the Access Provider after the fifteen (15) Working Day period, the procedure for dealing with such late Site Applications is outlined in clause 10.7 (Non-Participation) below. In summary, the Access Provider will determine whether the late Site Application can still be progressed under the Design & Build Process outlined below or will be deferred until after the relevant RBI 2 Site has been built.
- 10.2.5 In submitting the Site Application, the Registered Party:
 - (a) must detail its reasonable equipment requirements for the RBI 2 Site; and
 - (b) in determining such equipment requirements the Registered Party must:
 - (i) ensure the equipment requirements reflect the constraints of the RBI 2 Tower identified in the Co-location Database, and the RCG Site Types in Appendix G; and
 - (ii) take into consideration the Design Principles in clause 10.4 below, and the Design Considerations in clause 10.5 below.
- 10.2.6 Upon receipt of a Site Application from the Registered Party, the Access Provider will acknowledge receipt via the RCG Wholesale Web Portal to the Registered Party.
- 10.2.7 The Access Provider will notify the Registered Party within two (2) Working Days of receipt of the Site Application:
 - (a) whether they are the First In WISP or not; and
 - (b) if they are not the First In WISP or where more than one Site Application is received for the same RBI 2 Site, whether the Registered Party can participate in the Design & Build Process for that RBI 2 Site. The Access Provider's decision as to whether the Registered Party can participate in the Design & Build Process will be based on ensuring the Site Application does not risk any of the following:
 - a. a delay to its Build Programme;

- b. it breaching any of its obligations under the RBI 2 Agreement; or
 - c. a material increase in costs to the Access Provider of undertaking the Design & Build Process or otherwise fulfilling its obligations under the RBI 2 Agreement.
- 10.2.8 The Access Provider will notify the Registered Party via the RCG Wholesale Web Portal if its Site Application is approved or rejected. If the Site Application is approved the Access Provider will request payment from the Registered Party for the Site Application Charge. Payment of the Site Application Charge must be made within three (3) Working Days. If the Site Application is rejected by the Access Provider the Registered Party may reapply under the STD process once the relevant RBI 2 Tower is Site Integrated.

PART 4 - CO-LOCATION DESIGN & BUILD PROCESS

10.3. Design

- 10.3.1 If the Registered Party is a First In WISP and it is determined that the Site Application is within the parameters of the Standard Co-location Equipment the Access Provider will develop and draw up a design for the WISP Equipment at the RBI 2 Site, in accordance with the requirements set out in this RBI 2 Operations Manual.
- 10.3.2 If the First In WISP wishes to install equipment which exceeds the Standard Co-location Equipment (i.e, "Additional Equipment" as defined in the Agreement) at the RBI 2 Site, the Access Provider will use reasonable endeavours to provide a Detailed Site Design that incorporates the Additional Equipment on that RBI 2 Tower subject to the First In WISP bearing any incremental capital cost, paying any additional Design and Build Process Charges, and subject to the Additional Equipment not causing any material delay to the Access Provider's Build Programme.
- 10.3.3 If the Access Provider receives a Site Application from other Registered Parties in addition to the First In WISP, the Access Provider will use reasonable endeavours to provide a Detailed Site Design that incorporates the WISP Equipment/Access Seeker Equipment on that RBI 2 Tower subject to the Registered Party bearing any incremental capital cost, paying any additional Design and Build Process Charges, and subject to the WISP/Access Seeker Equipment not causing any material delay to the Access Provider's Build Programme.
- 10.3.4 The Access Provider will use all reasonable endeavours to provide the Detailed Site Design to the Registered Party within ten (10) Working Days of receipt of the Site Application, together with details of any incremental capital costs that the Registered Party will be required to pay in addition to the Annual Co-location Charge. The Access Provider will also provide a quote for any additional Charges that will apply to the Registered Party in relation to the Access Provider assessing the Additional Equipment in respect of a First In WISP, and WISP Equipment/Access Seeker Equipment in respect of other Registered Parties. The Access Provider will not proceed with any design work until the Registered Party agrees to and pays any such additional charge. The Access Provider may terminate the Registered Party's application if the Registered Party refuses to or fails to pay such charges within five (5) Working Days of invoicing.
- 10.3.5 The Registered Party will have five (5) Working Days to approve the Detailed Site Design or request reasonable amendments.
- 10.3.6 If the Registered Party does not approve the Detailed Site Design within the timeframe specified in clause 10.3.5 above, the Access Provider may, at its discretion, terminate the Site Application or proceed to determine the Final Detailed Site Design in accordance with clause 10.6.2 of this RBI 2 Operations Manual.

10.3.7 The Detailed Site Design is intended to form the basis for the supply of the Wholesale Tower Co-location Service at the RBI 2 Site. The Detailed Site Design must include sufficiently detailed information, including:

- (a) specification for all of the Access Provider Equipment and the WISP Equipment/Access Seeker Equipment that the Access Provider and the Registered Party respectively intend to place on or within the RBI 2 Site; and
- (b) plans of where the Access Provider Equipment and the WISP Equipment/Access Seeker Equipment will be located on or within the RBI 2 Site, such as plan and elevation view drawings.

10.3.8 During the Detailed Site Design process the Parties must adhere to the Design Principles and the Design Considerations set out in clauses 10.4 and 10.5 below.

10.4 Design Principles:

10.4.1 The Parties must comply with the following design principles during the Detailed Site Design process:

- (a) Parties to adhere to any process agreed and documented for the conduct of the negotiations and any further commitments made in relation to the protection of Confidential Information;
- (b) Parties to consider, and respond to, any proposals made by the other Party promptly;
- (c) where a Party does not accept a proposal, state the reason or reasons for its non-acceptance;
- (d) work together to identify barriers to agreement and actively explore ways to overcome those differences; However, the Parties are not required to continue to meet and discuss matters which have been considered and responded to; and
- (e) not behave in ways which may undermine the good faith nature of the negotiations.

10.5 Design Considerations:

10.5.1 The Parties must take into account the following design considerations during the Detailed Site Design process:

- (a) space at the RBI 2 Sites is a finite resource, and is subject to external constraints such as RMA Consent and Landlord requirements, as well as radio interference management and operational considerations;
- (b) in the case of Registered Parties (other than the First In WISP), an understanding and acknowledgement that the RBI 2 Site has to allow for a First In WISP to receive the Wholesale Tower Co-location Service as required under the RBI 2 Agreement;
- (c) design solutions should be mindful of minimising both the Access Provider's Build Programme costs, and Build Programme timing and also delivering the overall Build Programme objectives;
- (d) in determining WISP Equipment/Access Seeker Equipment requirements both Parties will take into consideration the fact that space at the RBI 2 Site should be used efficiently; and
- (e) the Registered Party needs to be willing to negotiate and potentially compromise its equipment requirements to ensure the RBI 2 Site can be built within the Access Provider's Build Programme timeframes.

10.6 Final Detailed Site Design:

- 10.6.1 Once the Parties have agreed on the Detailed Site Design, the Access Provider will issue the agreed Detailed Site Design to the Registered Party (the **Final Detailed Site Design**).
- 10.6.2 If the Parties cannot agree on a Final Detailed Site Design within twenty (20) Working Days of the commencement of the Detailed Site Design process then, acting reasonably, the Access Provider will determine the Final Detailed Site Design for the RBI 2 Site and provide such Final Detailed Site Design to the Registered Party. In determining the Final Detailed Site Design the Access Provider will:
- (a) have regard to the Design Considerations set out in clause 10.5;
 - (b) have regard to the objective of enabling the Registered Party to install the WISP Equipment/Access Seeker Equipment at the RBI 2 Site;
 - (c) use its reasonable endeavours to allocate positions on the RBI 2 Tower and to accommodate the WISP Equipment/Access Seeker Equipment; and
 - (d) notwithstanding any of the above, priority will always be given to Access Provider Equipment and ancillary equipment associated with the provision of any mandatory and other services required to be delivered by the Access Provider and its shareholders pursuant to the RBI 2 Agreement.
- 10.6.3 Upon receipt of the Final Detailed Site Design:
- (a) if the Parties have mutually agreed the Final Detailed Site Design in accordance with clause 10.6.1 above, then the Registered Party will be deemed to have committed to receive the Wholesale Tower Co-location Service for that RBI 2 Site; or
 - (b) if the Access Provider has determined the Final Detailed Site Design in accordance with clause 10.6.2 above, the Registered Party will have five (5) Working Days to notify the Access Provider if it does wish to receive the Wholesale Tower Co-location Service in respect of that RBI 2 Site, after which time (and in the absence of such notice), the Registered Party will be deemed to have withdrawn its Site Application to receive the Wholesale Tower Co-location Service for that RBI 2 Site. To avoid doubt there will be no refund made to the Registered Party of Charges already paid in such circumstances.

10.7 Non Participation:

- 10.7.1 If the Registered Party does not submit a Site Application to the Access Provider within fifteen (15) Working Days of the Site Notification, and at some subsequent stage (but prior to the build of the RBI 2 Site), submits a Site Application to the Access Provider to accommodate its WISP Equipment/Access Seeker Equipment (**Late Site Application**), the following principles will apply:
- (a) if the Late Site Application relates to a First In WISP requiring the Standard Co-location Equipment, then the Access Provider will use reasonable efforts to accommodate the late Site Application and provide a Detailed Site Design to the First In WISP but ultimately this will remain at the Access Provider's discretion;
 - (b) All other Late Site Applications received will be considered by the Access Provider on a case by case basis, but to avoid doubt the Access Provider will not be obliged to accept any such Late Site Application.

11. LANDLORD AND THIRD PARTY APPROVALS

11.1 Right of Relevant Occupation and RMA Consent:

- 11.1.1 The Access Provider will be responsible for obtaining the Relevant Occupation for the RBI 2 Site. Such Relevant Occupation will have reasonable provision for the First In WISP, assuming the Standard Co-location Equipment is required for the RBI 2 Site, and the Access Provider will provide the Registered Party with a copy of the Relevant Occupation.
- 11.1.2 The Access Provider will be responsible for obtaining the RMA Consent for the RBI 2 Site, and such RMA Consent will have reasonable provision for the First In WISP, assuming the Standard Co-location Equipment to be is required for the RBI 2 Site, and the Access Provider will provide the Registered Party with a copy of the RMA Consent.
- 11.1.3 To avoid doubt the Registered Party will be responsible for ensuring its equipment complies with the Access Provider's Relevant Occupation and RMA Consent, and is to ensure it obtains any additional approvals required (at its own cost and promptly), provided that the Registered Party must notify and seek the prior consent of the Access Provider if it wishes to seek any additional approvals as this cannot result in material delays to the Build Programme.

11.2 Registered Party Compliance:

- 11.2.1 Subject to the Access Provider having made known to the Registered Party the terms of the Access Provider's rights of Relevant Occupation and RMA Consent for an RBI 2 Site, the Registered Party will not, and will ensure that its Personnel do not, permit or do any act or thing on or in relation to that RBI 2 Site which would or may cause the Access Provider to be in breach of its covenants or the conditions contained in the terms of any right of Relevant Occupation or RMA Consent or which if done by the Access Provider would or may constitute a breach of the terms of any right of Relevant Occupation or RMA Consent.
- 11.2.2 If the Registered Party breaches this clause 11.2 (or suspects that it may have or be going to), then without prejudice to any other remedies available to the Access Provider under the Agreement or at law, the Registered Party must immediately notify the Access Provider and will promptly rectify the breach (and comply with the Access Provider's reasonable requirements in this regard) and will do so at the Registered Party's sole cost. If the Registered Party doesn't rectify the breach promptly (as determined by the Access Provider), the Access Provider may rectify the breach itself or engage contractors to do so and the Registered Party will be liable for all costs incurred by the Access Provider in doing so.

11.3 Schedule of Site Specific Conditions:

- 11.3.1 At the conclusion of the Final Detailed Site Design, the Access Provider will issue to the Registered Party a Schedule of Site Specific Conditions for the RBI 2 Site detailing:
 - (a) any agreed Charges in respect of the provision of the Wholesale Tower Co-location Service at the specific RBI 2 Site; and
 - (b) the interests of any third parties that may need to be considered by the Parties as part of the ongoing provision of the Wholesale Tower Co-location Service at the specific RBI 2 Site.
- 11.3.2 The purpose of the Schedule of Site Specific Conditions is to provide transparency and certainty for the Parties in respect of the provision of the Wholesale Tower Co-location Service at the RBI 2 Site.
- 11.3.3 The Registered Party will be liable to pay the Annual Co-location Charge annually in advance from the earlier of the date when:

- (a) the Registered Party notifies the Access Provider that it commits to receive the Wholesale Tower Co-location Service at the RBI 2 Site under clause 10.6.3(b) of this RBI 2 Operations Manual; or
- (b) the Schedule of Site Specific Conditions is issued by the Access Provider to the Registered Party in accordance with clause 11.3.1 above,

and such Charges are payable in accordance with the terms set out in the Schedule of Site Specific Conditions and the Agreement.

12. **PRE-BUILD PHASE:**

12.1 **Construction Timings:**

- 12.1.1 If the RBI 2 Site is yet to be constructed the Parties must use their reasonable endeavours to work together to co-ordinate the build activities to maximise efficiency and to reduce costs. The Registered Party is responsible for sourcing and installing its own WISP Equipment/Access Seeker Equipment, including cabinets, feeder cables, antenna and brackets. While the Parties may choose to use common suppliers for these installation activities, all costs with those Registered Party responsibilities are to be borne by the Registered Party.
- 12.1.2 The Registered Party must use accredited Personnel to undertake the installation of the WISP Equipment/Access Seeker Equipment (please refer to Part 7 of this RBI 2 Operations Manual for further information).

12.2 **Project Plan:**

- 12.2.1 Prior to the installation of the WISP Equipment/Access Seeker Equipment the Registered Party will prepare a project plan (**Project Plan**) which will detail the proposed methodology and timing of the Registered Party's construction activities at the RBI 2 Site. The Registered Party must submit this to the Access Provider for review and approval. The Project Plan must be submitted via email to the Access Provider's Wholesale Tower Co-location Project Manager.
- 12.2.2 The Project Plan must be made using the template in Appendix E. The Registered Party must complete all fields in the Project Plan, including providing all necessary details and specifications.
- 12.2.3 No later than ten (10) Working Days after the Registered Party has issued the Project Plan, the Access Provider will either approve the Project Plan and provide approval for the Registered Party to proceed with the WISP Build/Access Seeker Build or require the Registered Party to make reasonable amendments to the Project Plan.
- 12.2.4 Once the Project Plan has been approved by the Access Provider the Registered Party can commence the WISP Build/Access Seeker Build as applicable.

13. **BUILD PHASE**

13.1 **WISP Build/Access Seeker Build**

- 13.1.1 The Registered Party must complete installation of all WISP Equipment/Access Seeker Equipment on the RBI 2 Site by the later of: (i) three (3) months from the date the Final Detailed Site Design is approved by the Access Provider, or (ii) one (1) month of the RBI 2 Tower being Site Integrated.
- 13.1.2 The Access Provider reserves the right to terminate any Site Application by a Registered Party to receive the Wholesale Tower Co-location Service if installation of all WISP Equipment/Access Seeker Equipment is not completed within the timeframes set out in clause 13.1.1 above.

- 13.1.3 The Registered Party acknowledges the rights of termination by the Access Provider detailed under clause 11.4 of the Agreement (Abandoned Sites) in the event that the RBI 2 Site is not constructed by the Access Provider.
- 13.1.4 If the Registered Party's Site Application is terminated by the Access Provider in accordance with clause 13.1.2 above, the Annual Co-location Charge along with any other Charges paid in advance by the Registered Party will be non-refundable.
- 13.1.5 The Registered Party is required to obtain all necessary Permits to Work from the Access Provider (see also clause 25 below).
- 13.1.6 The Registered Party's Wholesale Tower Co-location Project Manager will manage the WISP Build/Access Seeker Build and keep the Access Provider regularly informed of progress. The Registered Party must comply with all reasonable requests for ongoing information made by the Access Provider in relation to the WISP Build/Access Seeker Build.
- 13.1.7 The Registered Party must comply with the following requirements for all work undertaken on or around the RBI 2 Sites during the WISP Build/Access Seeker Build:
- (a) all work must comply with the Project Plan;
 - (b) the WISP Build/Access Seeker Build is to be completed in accordance with all consents obtained (including the RMA Consent and Right of Relevant Occupation), Permits to Work and this RBI 2 Operations Manual, in a good and workmanlike manner;
 - (c) the installation of the WISP Equipment/Access Seeker Equipment is to be undertaken in accordance with generally accepted best practice industry standards, and any additional Access Provider standards advised to the Registered Party;
 - (d) the installation of the WISP Equipment/Access Seeker Equipment is to be compliant with the requirements of all laws (including all relevant consents and permits);
 - (e) the WISP Build/Access Seeker Build must cause no or minimal disruption to the applicable RBI 2 Site, including without limitation to any equipment or services of any other parties already present at the RBI 2 Site and to any existing Telecommunications Services supplied at the RBI 2 Site;
 - (f) the WISP Build/Access Seeker Build must cause no or minimal disruption to the Access Provider's own equipment on or around the RBI 2 Site and to any other person's equipment or property on or surrounding the RBI 2 Site.

13.2 Project Closure

- 13.2.1 Within one month of the completion of the WISP Build/Access Seeker Build, the Registered Party will provide the Access Provider with the Project Closure Checklist completed in accordance with Appendix H of this Operations Manual. The Project Closure Checklist will include:
- (a) the "as-built" configurations for the WISP Build/Access Seeker Build, which must include, without limitation, the cabling and the location of all of the WISP Equipment/Access Seeker Equipment installed on or around the RBI 2 Site; and
 - (b) the procedure to facilitate the switch-off of the WISP Equipment/Access Seeker Equipment.
- 13.2.2 The Project Closure Checklist will be submitted via email to the Access Provider's Wholesale Tower Co-location Project Manager.

- 13.2.3 Following the WISP Build/Access Seeker Build, an RBI 2 Site becomes a Relevant Facility and provision of the Wholesale Tower Co-location Service at that RBI 2 Site is governed by the STD (save where expressly varied by the Agreement or this RBI 2 Operations Manual).

13.3 Status of Site Application and Mobile Co-location STD

- 13.3.1 Following Site Integration of the RBI 2 Site any Site Applications received for an RBI 2 Site will be processed in accordance with the process prescribed in the STD Mobile Co-location Operations Manual.

PART 5 - BILLING

14 BILLING

14.1 Overview:

- 14.1.1 Billing of all Charges is initiated by Site Applications for the Wholesale Tower Co-location Service made by the Registered Party.
- 14.1.2 This section 14 covers:
- (a) invoicing; and
 - (b) billing enquiries.

14.2 Invoicing:

- 14.2.1 The Access Provider will invoice the Registered Party for all Charges on the basis agreed between the Access Provider and the Registered Party pursuant to the Agreement. Invoices for all Charges will be in electronic format. The electronic formatted invoice takes the place of a paper invoice.
- 14.2.2 The Access Provider will provide the Registered Party with electronic files in an email or through some other agreed electronic billing system.
- 14.2.3 The Access Provider will send the electronic formatted invoice to the Registered Party's Wholesale Tower Co-location Project Manager's contact email address in accordance with this clause 14.2.

14.3 Billing enquiries:

- 14.3.1 If the Registered Party wishes to raise a billing enquiry, it may contact the Access Provider's Wholesale Tower Co-location Service Manager by emailing the Wholesale Tower Co-location Service Manager's contact email address. To avoid doubt, billing enquiries do not relieve the Registered Party of its obligation to pay the billed amount unless the Access Provider agrees (acting reasonably).
- 14.3.2 The Access Provider will acknowledge the query and use all reasonable endeavours to respond within the current billing period.
- 14.3.3 The procedure set out in this section is an informal enquiry procedure that does not limit the Agreement. If the Registered Party wishes to initiate a Dispute in relation to an invoice, it must follow the dispute procedure set out in clause 13 of the Agreement. Again, this does not relieve the Registered Party of its obligation to pay the billed amount pending resolution of the Dispute.

PART 6 - DATABASE

15 CO-LOCATION DATABASE

15.1 Overview:

- 15.1.1 The Access Provider will maintain an on-line database (in the form of a Microsoft Excel spreadsheet) containing information on all RBI 2 Sites (the **Co-location Database**) that are available to receive Site Applications for the Wholesale Tower Co-location Service. This will be made available to Registered Parties via the RCG Wholesale Web Portal.
- 15.1.2 The purpose of the Co-location Database is to enable the Registered Party to determine if the relevant RBI 2 Site is available for the Wholesale Tower Co-location Service, and, if so, the Registered Party may submit a Site Application for that RBI 2 Site.

15.2 Access Provider obligations:

- 15.2.1 The Access Provider is responsible for populating and updating, on a regular basis (at least once per fortnight), the information contained in the Co-location Database.
- 15.2.2 The Access Provider will use all reasonable efforts to ensure that:
 - (a) the information contained in the Co-location Database is true and correct to the best of its knowledge; and
 - (b) the Co-location Database is accessible by the Registered Party via the RCG Wholesale Web Portal, 24 hours a day, seven days a week.

15.3 Co-location Database:

- 15.3.1 The Access Provider will maintain the Co-location Database substantially in the form set out in Appendix F.
- 15.3.2 The Access Provider shall use its reasonable endeavours to populate and update the information in the Co-location Database but shall be under no obligation to populate or update information where it determines acting reasonably that information is not easily accessible or relevant to the Wholesale Tower Co-location Service.

PART 7 - SECURITY AND ACCREDITATION

16 GENERAL

16.1 Overview:

- 16.1.1 Prior to physically accessing any RBI 2 Sites any Personnel or representative or contractor of the Registered Party must be "Accredited" as defined in clause 17 below. Accreditation may involve training and familiarisation with the Access Provider's procedures and work standards as required by the Access Provider from time to time.
- 16.1.2 In addition, all such Personnel, representatives or contractors of the Registered Party that undertake work on the RBI 2 Sites must have appropriate work type accreditation (as per clause 17.3 below) and must be competently qualified to undertake such work.

17 ACCREDITATION

17.1 Overview:

- 17.1.1 This section outlines the procedure for becoming accredited to access and work on the Access Provider's RBI 2 Site (**Accredited**, and **"Accreditation"** will have the corresponding meaning). The Access Provider's Accreditation procedure and requirements (as may be updated

from time to time) will be made available to the Registered Party via the RCG Wholesale Web Portal.

17.2 Accreditation procedure:

17.2.1 The Access Provider's Accreditation procedure describes the requirements for Accreditation in detail, which include:

- (a) all Personnel of the Registered Party engaged in any work on the RBI 2 Sites must successfully complete the Accreditation training and competency requirements before any access to any RBI 2 Sites will be granted by the Access Provider;
- (b) Accreditation must be maintained by annual refresher courses (as set out in the Access Provider's Accreditation procedure); and
- (c) Accreditation training records must be kept by the Registered Party and made available to the Access Provider upon request.

17.3 Work type accreditation:

17.3.1 All work that requires industry licensing or specific technical accreditation (e.g. electrical work and working at heights) must meet the appropriate standard and be done by someone with the appropriate qualifications. Upon completion, all work must be certified by the person undertaking it as complying with relevant standards and copies must be provided to the Access Provider on request.

17.4 Escorted access:

17.4.1 If a representative or Personnel of the Registered Party is not accredited and wishes to access an RBI 2 Site then the Registered Party must notify the Access Provider who may require such persons to have escorted access (i.e. to be accompanied by an Access Provider representative or a second representative of the Registered Party who is accredited) subject to clause 17.4.2 below.

17.4.2 The Registered Party will not require escorted access from the Access Provider for a representative who is not accredited, where an emergency affecting the WISP Space/Access Seeker Space requires access for a period of less than one day, provided that:

- (a) the Registered Party requests escorted access from the Access Provider as soon as it becomes aware that such access is required and the Access Provider informs the Registered Party that the Access Provider is unable to provide an escort, but is willing to allow the Registered Party to provide the escort;
- (b) the Registered Party ensures that the representative is escorted by a second Registered Party representative who is accredited; and
- (c) the Registered Party will be fully responsible and liable for the actions of the unaccredited representative at the RBI 2 Site.

PART 8 – RBI 2 SITE UTILITY SERVICES

18 UTILITY SERVICES

18.1 Overview:

18.1.1 This section describes the operating standards and procedures in relation to the use and supply of the Utility Services.

18.2 Utility Services:

- 18.2.1 The Access Provider will supply the following Utility Services at the RBI 2 Site (subject to the Final Detailed Site Design agreed between the Registered Party and the Access Provider):
- (a) power, including AC main power feed and transformer; (limited to 250w and charged at flat rate for a First In WISP);
 - (b) fencing, including security fence (if specified in the Final Detailed Site Design), and gate;
 - (c) horizontal gantry to support antenna feeder cable interface to the Mast; and
 - (d) electrical and lightning earthing.

18.3 **Maintenance:**

- 18.3.1 The Access Provider will be responsible for the maintenance of the Utility Services at the RBI 2 Sites, except where expressly provided otherwise in this Agreement.

19 **POWER**

19.1 **Normal operating standards:**

- 19.1.1 The default power source supplied to the WISP Equipment/Access Seeker Equipment at the RBI 2 Sites will be 230V AC power.
- 19.1.2 The Registered Party must specify in the Site Application if an additional power source is required.
- 19.1.3 Save as otherwise agreed in writing by the Access Provider, power connections to the AC power system at the RBI 2 Sites must only be undertaken by employees or contractors of the Access Provider.
- 19.1.4 Each Party will ensure that it does not cause power loss to other equipment on or around the RBI 2 Sites, including other WISP Equipment, Access Seeker Equipment, Third Party equipment, and the Access Provider Equipment on the RBI 2 Sites, which may be connected to the same power distribution source. In the event that either Party causes power loss to such other equipment, or becomes aware of power loss, that Party must promptly notify the other Party and the power loss will be addressed in accordance with clause 19.1.5 below.
- 19.1.5 The Access Provider will be responsible for restoring the power supply at the affected RBI 2 Site and will endeavour to do so as soon as practically possible, and the Access Provider may recover its costs of remediation from the Registered Party in the event the power loss resulted from a failure of or defect in the WISP Equipment/Access Seeker Equipment of that Registered Party or any acts or omission of the Registered Party's Personnel.

19.2 **Power connection to the Registered Party Equipment:**

- 19.2.1 The Access Provider will be responsible for the connection of the WISP Equipment/Access Seeker Equipment to the power source identified and specified by the Access Provider.
- 19.2.2 For the avoidance of doubt, "power" referred to in this clause 19.2 excludes emergency back-up power unless otherwise agreed with the Access Provider.
- 19.2.3 If the Access Provider deploys a generator to provide emergency back-up power to the RBI 2 Site, and this is due to a failure of or defect in the WISP Equipment/Access Seeker Equipment or any acts or omission of the

Registered Party's Personnel, then the Access Provider may recover costs from the Registered Party for such deployment.

20 ELECTRICAL AND LIGHTNING EARTHING

20.1 Access Provider system:

20.1.1 The Access Provider will install an earthing and lightning protection system. The Registered Party will be able to connect to that system at the RBI 2 Site.

20.2 Registered Party connection:

20.2.1 The Registered Party must comply with any of the Access Provider's electrical and lightning protection earthing standards which will be made available to the Registered Party.

PART 9 – SERVICE DISRUPTION

21 DOWNTIME

21.1 Service Level

21.1.1 Where the Wholesale Tower Co-location Service is subject to Downtime, the Access Provider must restore such Wholesale Tower Co-location Service within three (3) Working Days of the Downtime first being reported by the Access Provider or the Registered Party.

21.1.2 If the Access Provider is unable to restore Wholesale Tower Co-location Service within this timeframe, the Access Provider will continue to use its best efforts to restore service as soon as practically possible and will keep the Registered Party regularly updated as to progress.

PART 10 – FAULTS

22 FAULTS

22.1 Overview

22.1.1 The faults section of this RBI 2 Operations Manual applies subject to the Agreement. The Registered Party's and the Access Provider's respective responsibilities for faults are set out in the Agreement and this RBI 2 Operations Manual.

22.1.2 The Access Provider will have a web-based system for managing faults (**Fault Management System**). The Access Provider will notify the Registered Party of the Access Provider's designated Fault Management System and will use reasonable endeavours to ensure that the Fault Management System is available to Registered Parties 24 hours a day, seven days a week.

22.2 Fault Management System

22.2.1 The Fault Management System allows the Registered Party to:

- (a) create a new trouble ticket;
- (b) retrieve a trouble ticket;
- (c) update a trouble ticket; and
- (d) report faults in the WISP Equipment/Access Seeker Equipment that may have an impact on the Access Provider Equipment or the equipment of other users at the RBI 2 Site.

22.2.2 The Access Provider will offer to the Registered Party reasonable initial set up training for the Access Provider's Fault Management System.

- 22.2.3 Where the Access Provider creates any additional functionality within, or makes any enhancement to, the Fault Management System, the Access Provider will notify the Registered Party. The Registered Party will modify its own fault systems and its own operational procedures to the extent required to interface with and utilise the Access Provider's Fault Management System.
- 22.2.4 The Registered Party will be solely responsible for all costs of modifying its processes to work with the Fault Management System and its systems to interface with the Fault Management System.
- 22.2.5 The Registered Party must only use the Fault Management System for purposes authorised by the Access Provider.
- 22.2.6 Although the Access Provider intends to take reasonable steps to prevent the introduction of viruses or other destructive features to the Fault Management System, the Access Provider does not guarantee that it is free of such viruses or other destructive features.
- 22.2.7 The Access Provider will be solely responsible for the Access Provider's costs of designing and developing the Fault Management System, including any modifications and enhancements.

22.3 Diagnosing Faults

- 22.3.1 The Registered Party must operate a faults reporting service for End Users of the Registered Party and will be solely responsible for managing all End User interaction and communications. The Access Provider will not accept any report of a fault directly from an End User of the Registered Party. Any End User of the Registered Party mistakenly contacting the Access Provider will be advised to contact the Registered Party. The Registered Party must ensure that all of its End Users are informed that faults must be reported to the Registered Party and not the Access Provider.
- 22.3.2 Where either Party detects a fault with the other Party's equipment on or around the RBI 2 Site (the detecting party), the detecting party will notify the other Party of the fault as soon as reasonably practicable.
- 22.3.3 The detecting party will perform an initial fault diagnosis to determine who is responsible for fixing a fault before reporting it to the other Party.

22.4 Responsibility for Faults

- 22.4.1 The Access Provider is responsible for fixing faults in the Access Provider's Network or Access Provider's Equipment which affect the Wholesale Tower Co-location Service supplied to the Registered Party (except where a fault is the Registered Party's responsibility because it is due to any act or omission of the Registered Party or its Personnel or an End User of the Registered Party, pursuant to clause 22.4.3 below).
- 22.4.2 The Registered Party is responsible for fixing all faults with the WISP Equipment/Access Seeker Equipment or within the Network of the Registered Party.
- 22.4.3 The Registered Party's responsibility for faults also includes any faults caused to the Access provider Network or Access Provider or any WISP Equipment, Access Seeker Equipment or Third Party Equipment on the RBI 2 Site, due to any act or omission of the Registered Party, its personnel, or any End User of the Registered Party.

- 22.4.4 Where the Registered Party is responsible for fixing any fault outside of the WISP Space/Access Seeker Space, the Registered Party will not have an unconditional right of access to the RBI 2 Site and clause 22.4.5 below will apply.
- 22.4.5 Where work must be undertaken on or around the RBI 2 Site for the purpose of fixing a fault outside of the WISP Space/Access Seeker Space where the fault is the responsibility of the Registered Party, the Access Provider will decide whether the fault will be repaired either by:
- (a) the Access Provider or an Access Provider representative; or
 - (b) the Registered Party itself, upon request by the Access Provider, in which case the Registered Party cannot unreasonably withhold or delay its consent to undertake such work.
- 22.4.6 The Registered Party will notify the Access Provider, via the Access Provider's Fault Management System, of any faults on the WISP's Equipment/Access Seeker's Equipment that will or may have an impact on the Access Provider's Network, the RBI 2 Wholesale Tower Co-location Service or Third Party equipment at the RBI 2 Site.

22.5 Reporting Faults to the Access Provider

- 22.5.1 The Access Provider will operate a faults reporting service for the Registered Party via its Fault Management System. The Registered Party must report faults that are the Access Provider's responsibility via the Access Provider's Fault Management System. Where the detecting party under section 22.3 is the Registered Party, the Registered Party will report faults to the Access Provider in accordance with this clause 22.5.
- 22.5.2 Subject to clause 22.5.3 the Registered Party must use the Access Provider's Fault Management System for reporting all faults regarding the Wholesale Tower Co-location Service. If the Registered Party uses any other method to report a fault, the Service Level under clause 21.1.1 will not apply in relation to the fault.
- 22.5.3 If the Access Provider's Fault Management System is unavailable for any reason the Registered Party must submit fault reports to the Access Provider by calling the fault reporting number as detailed in the Access Provider's Fault Management System.
- 22.5.4 After the Registered Party has provided its initial fault diagnoses, and determined that it requires Access Provider's assistance to resolve the fault, the following information must be provided by the Registered Party when reporting a fault to the Access Provider:
- (a) confirmation that the initial fault diagnosis has been completed;
 - (b) contact name and phone number of the Registered Party staff member logging the fault;
 - (c) full details of the location of the WISP Equipment/Access Seeker Equipment of the Registered Party that is experiencing the fault (where appropriate);
 - (d) fault type and description;
 - (e) time the fault occurred;
 - (f) address and contact details for the site of the fault (where appropriate); and
 - (g) any other relevant information.
- 22.5.5 Reported faults will only be processed during Fault Restoration Hours. Faults reported to the Access Provider outside of Fault Restoration Hours

will be deemed to have been received by the Access Provider in the first Fault Restoration Hour of the following day.

- 22.5.6 The Access Provider will acknowledge receipt of a reported fault to the Registered Party via the Fault Management System.
- 22.5.7 Each reported fault will be subject to a validation check by the Access Provider to determine whether the fault has been reported in accordance with the requirements set out in the Agreement and this Operations Manual. The Access Provider will notify the Registered Party if this is not the case and advise next steps.
- 22.5.8 If the reported fault is the Access Provider's responsibility, the Registered Party will be advised of an expected fault restoration time and the Access Provider will use all reasonable endeavours to meet that expected fault restoration time
- 22.5.9 Where the Access Provider believes that an expected fault restoration time as advised pursuant to clause 22.5.8 cannot be met it will advise the Registered Party of a revised fault restoration time.
- 22.5.10 Faults that are the Access Provider's responsibility will be fixed by Access Provider representatives during Fault Restoration Hours.
- 22.5.11 Emergency faults reported to the Access Provider outside of Fault Restoration Hours will be treated on a case by case basis and extended fault restoration hours may apply. In the first instance, the Access Provider will propose a temporary solution. However, in the absence of a viable temporary solution, the Access Provider may schedule a callout to respond to emergency faults.
- 22.5.12 Where the Access provider repairs an emergency fault pursuant to clause 22.5.11 above for which the Registered Party is responsible under clause 22.4, the Registered Party must pay the Access Provider's actual costs incurred to fix that emergency fault on the Registered Party's behalf.

PART 11 – OUTAGES

23 PLANNED AND UNPLANNED OUTAGES

23.1 Overview

- 23.1.1 Work may be required on the Access Provider's Network which may affect the Wholesale Tower Co-location Service supplied to the Registered Party. This Part 11 of the RBI 2 Operations Manual sets out the Access Provider's responsibilities in respect of Planned Outages and Unplanned Outages undertaken on the Access Provider's Network.

23.2 Planned Outages

- 23.2.1 The Access Provider may Suspend supply of the Wholesale Tower Co-location Service for the purpose of conducting works, routine maintenance, remedial work or upgrades to the Access Provider's Network (**Planned Outage**).
- 23.2.2 The Access Provider must:
 - (a) Use all reasonable endeavours to conduct any Planned Outage between the hours of 12:00am and 7:00am (inclusive) where the Access Provider believes this is practicable and in such manner as to minimise, to the extent practicable, any impact on the provision of the Wholesale Tower Co-location Service to the Registered Party;
 - (b) give the Registered Party Notice in advance of any Planned Outage.

(c) in respect of such Notice of a Planned Outage, provide the following information:

- (i) a brief explanation of the reason for the Planned Outage;
- (ii) the intended date, time and duration of the Planned Outage;
- (iii) a description of the Wholesale Tower Co-location Service (or the relevant part of it) which will or may be affected by the Planned Outage; and
- (iv) the name and contact details of the Access Provider's representative(s) who gave the advice.

23.2.3 Prior to conducting a Planned Outage, the Access Provider may choose to notify the Registered Party that the Registered Party may undertake work at the RBI 2 Sites concurrently with the Access Provider when it conducts the Planned Outage, provided that the Registered Party has fulfilled its requirements under this Agreement in order to undertake the work (for example, obtaining the necessary Permits to Work). Where the Access Provider provides such notification to the Registered Party, the Access Provider will endeavour to coordinate with the Registered Party a suitable time for the Access Provider's Planned Outage and the Registered Party's work. However, if the Access Provider and the Registered Party have not agreed a suitable time prior to the intended date and time of the Planned Outage, the Access Provider may carry out the Planned Outage at the intended date and time.

23.3 Unplanned Outages

23.3.1 The Access Provider may suspend supply of the Wholesale Tower Co-location Service:

- (a) due to any unavailability of the Access Provider's Network or the Wholesale Tower Co-location Service; or
- (b) in order to provide or safeguard service to emergency services or other essential services.

23.3.2 the Access Provider must:

- (a) use all reasonable endeavours to give the Registered Party as much notice as possible of the existence of any Unplanned Outage;
- (b) use all reasonable endeavours to answer any reasonable questions from the Registered Party about the extent and duration of the Unplanned Outage.

23.3.3 The Access provider must act reasonably and act in good faith in managing any Unplanned Outage with a view to minimising the impact on the Registered Party.

23.3.4 if the Registered Party becomes aware of any Unplanned Outage before it receives Notice from the Access Provider under clause 23.3.2 above, the Registered Party will use all reasonable endeavours to notify the Access Provider as soon as reasonably practicable.

PART 12 – WORK PROCEDURES

24 GENERAL

24.1 Overview:

24.1.1 Each Party will follow the other Party's reasonable requirements regarding access to work at the RBI 2 Sites, including liaising with each Party's NOC and any procedures detailed in the STD (as applied by the Agreement).

24.2 Working on the RBI 2 Site:

24.2.1 The following rules apply to the Registered Party and its Personnel when working on RBI 2 Sites:

- (a) all work must comply with best industry practice and generally applicable standards including any relevant generally applicable standard of both Parties, being those standards which the Access Provider or the Registered Party would apply to its own activities;
- (b) all work must comply with the relevant Permit(s) to Work; and
- (c) the Registered Party must comply with the requirements of all relevant laws (including all consents and permits, etc) prior to and during any work.

25 PERMIT TO WORK

25.1 Overview:

25.1.1 This section 25 explains the Access Provider's Permit to Work procedure. The Registered Party will be required to obtain a permit to work within the RBI 2 Sites (a **Permit to Work**) and this will be the case each time work needs to be undertaken within the relevant RBI 2 Site. The purpose of the Permit to Work procedure is to provide the Access Provider with prior notice of activity on the RBI 2 Sites so the Access Provider can respond appropriately in the event of an outage or a complaint or enquiry from the Landlord, an Authority, or where such work may impact either the Access Provider's services other Registered Party's or other users of the RBI 2 Sites.

25.2 General:

25.2.1 The Access Provider's Permit to Work team is part of the Access Provider's NOC. The Access Provider's NOC is responsible for ensuring that all work on the RBI 2 Sites is visible so that any risks to the Access Provider's Network can be controlled and mitigated.

25.3 Permit to Work procedure:

25.3.1 The Permit to Work procedure is intended to minimise disruption to the RBI 2 Sites. It provides:

- (a) a real time view for the Access Provider's NOC of all planned and unplanned work on or around the RBI 2 Sites;
- (b) contention checking to identify and eliminate conflict at the RBI 2 Sites; and
- (c) a check of work timing against specified requirements.

25.4 Permit to Work applications:

25.4.1 Permit to Work applications are made using the Access Provider's designated Permit to Work system, which may be subject to future changes, or by contacting the Access Provider's NOC.

25.5 When to apply for a Permit to Work

25.5.1 A Permit to Work is required when:

- (a) the Registered Party carries out any WISP Build/Access Seeker Build on or around the RBI 2 Sites (including the installation of and any subsequent work on the WISP Equipment/Access Seeker Equipment);
- (b) work creates a risk of a loss of service to the Access Provider's Network (or a risk or a loss of service to any equipment which supports the Access provider's Network (such as AC power); and

(c) work is undertaken on the RBI 2 Sites by the Registered Party or its personnel.

25.6 After hours Permit to Work

25.6.1 An after-hours Permit to Work is defined as one required after 5:00pm and where the work is to take place before 8:00am the next day. The Access Provider's NOC is responsible for processing and approving after-hours Permits to Work. The Registered Party is responsible for contacting the Access Provider's NOC.

25.7 Service-impacting faults and Permit to Work requirements

25.7.1 In the event of a service-impacting fault, permission may be given by the Access Provider to commence work without a Permit to Work. The Registered Party is responsible for contacting the Access Provider's NOC in such an event.

26 HEALTH AND SAFETY

26.1 Overview:

26.1.1 The Parties must comply with their respective obligations under Health and Safety Law and the Registered Party must establish procedures to ensure compliance with Health and Safety Law for anything it does and/or allows to be done on or around the RBI 2 Sites. If the Access Provider asks, the Registered Party must give the Access Provider details of those procedures along with reasonable evidence of how they are being implemented.

26.1.2 Any access to the RBI 2 Sites by Personnel or invitees of the Registered Party is at the sole risk of the Registered Party and the Registered Party has the sole responsibility for identifying and advising its Personnel or invitees of all existing and potential hazards on or around the RBI 2 Sites which such Personnel or invitees could encounter.

26.1.3 All work performed by the Access Provider and the Registered Party must comply with the relevant health and safety guidelines and standards maintained by the Access Provider at each RBI 2 Site. These safety guidelines and standards (including any updates) will be made available by the Access Provider to the Registered Party via the RCG Wholesale Web Portal. The Registered Party must make itself aware of all identified hazards and comply with all emergency and evacuation plans that apply to each RBI 2 Site.

26.2 Health and Safety compliance:

26.2.1 The Parties must comply with their obligation under Health and Safety Law;

26.2.2 The Access Provider must:

- (a) ensure that the RBI 2 Sites are safe, in accordance with Health and Safety Law;
- (b) identify all known hazards at each RBI 2 Site to the Registered Party.

26.2.3 The Registered Party must:

- (a) comply with the relevant health and safety guidelines and standards referred to above in clause 26.1.3 above and must not access any RBI 2 Site until it has received and reviewed the relevant safety guidelines and standards;
- (b) identify any new hazards and notify the Access Provider of any such new hazards as soon as is practical;
- (c) ensure that only Registered Party Personnel that are Accredited and competently trained persons (as per the requirements in Part 7 of this RBI 2 Operations Manual or as otherwise required by the Access Provider) carry out work at the RBI 2 Sites and that those persons

conduct work on the RBI 2 Sites in a safe manner, and at all times in accordance with the relevant safety guidelines and standards of the Access Provider; and

- (d) comply with all health and safety obligations and requirements set out in the Agreement and the STD.

26.3 Generic hazards:

26.3.1 Hazards that are generic to RBI 2 Sites may include, but are not limited to:

- (a) work needed to be performed in confined spaces;
- (b) work needed to be performed at heights;
- (c) work needed to be performed with the use of elevating platforms;
- (d) work performed by helicopter access;
- (e) exposure to electromagnetic radiation;
- (f) four-wheel driving;
- (g) work performed alone or remotely;
- (h) work performed in adverse weather conditions; and
- (i) electricity hazards.

26.4 Cumulative Radio-frequency effects:

26.4.1 The Access Provider and the Registered Party must comply with the NZS2772.1: 1999 Radio-frequency Fields (the **New Zealand RF Standard**) and all applicable requirements of the relevant Authority in relation to Radio-frequency exposure.

26.4.2 The Access Provider and the Registered Party must work together to ensure that the requirements set out in clause 26.4 are met when undertaking work on any RBI 2 Sites.

26.4.3 The Access Provider will, upon a request from the Registered Party, provide information relating to the Radio-frequency exposure for all existing services at the RBI 2 Sites where the Access Provider has obtained resource consent for such services. For example, this may include maximum power, the antenna gain, and the down-tilt options at the RBI 2 Sites.

26.4.4 Where a Party undertakes any work on or around the RBI 2 Sites and such work generates Radio-frequency fields:

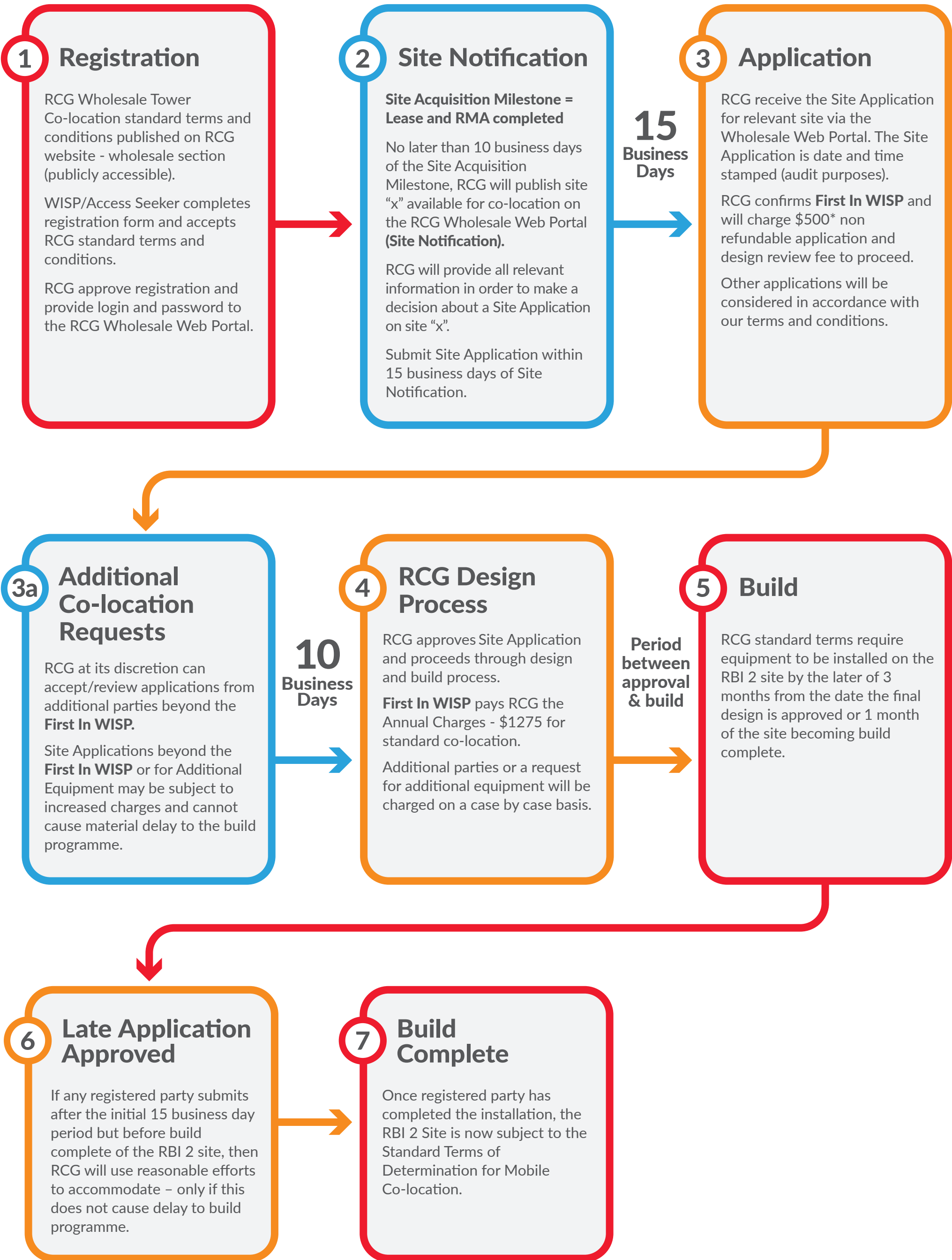
- (a) prior to that Party commencing any such work on or around the RBI 2 Sites (the **working party**), the working party must:
 - (i) send to the relevant Authority a written notice of the location of the RBI 2 Sites where the work will be undertaken and a cumulative Radio-frequency exposure report prepared by an accredited and competently qualified engineer, engineering technician or physical scientist stating whether the New Zealand RF Standard will be complied with on the RBI 2 Sites; and
 - (ii) provide to the Access Provider or the Registered Party (as applicable) a summary of the cumulative Radio-frequency exposure report prepared in accordance with the New Zealand RF Standard for that RBI 2 Site; and
 - (iii) the working party must ensure that there is appropriate protection against:
 - occupational exposures to the Radio-frequency fields generated by the work, in accordance with section 9 of the New Zealand RF standard; and

- general public exposures to the Radio-frequency fields generated by the work, in accordance with section 10 of the New Zealand RF Standard; and
- (iv) the working party must apply for and obtain any consents required in relation to such work and prior to undertaking such work and must provide copies of such consent to the Access Provider on request.

APPENDIX A - ESCALATION PROTOCOL

Escalation Rule		Further Explanation
1	Identify correct escalation path	Before any issue is escalated, sufficient investigation should be undertaken to ensure that the functional group that will most likely be responsible for resolving the issue has been correctly identified.
2	Attempt to resolve issues at BAU level before escalating them	Every effort should first be made to resolve an operational issue at the BAU level, i.e. direct communication between the originator and the recipient.
3	First escalation should be via email	In the first instance an escalation at BAU level should be sent by email with the subject line beginning with "ESCALATION". The email should contain the relevant history of the issue, including any escalation history and when applicable the End User name, the name of the RBI 2 Sites and fault/service order numbers.
4	Level one and two escalations shall be peer to peer	If an operational issue cannot be resolved at the BAU level it must first be raised by the team member with his or her own team leader/manager. If the team leader/manager agrees that the issue warrants being escalated to the other Party they shall contact his or her peer in the other organisation and endeavour to resolve the issue between them - this would normally be the level one escalation point. Under no circumstance should this step in the escalation path be bypassed unless every reasonable attempt to communicate with his or her peer in the other organisation has failed. Only then should the level one contact in Party A attempt to escalate the issue to the level two contact in Party B. Subject to the above, level two escalations should also be peer to peer.
5	A mutually agreed plan of action to resolve an issue shall not be interfered with by other individuals	If a plan of action to address an escalated issue has been agreed to by both Parties then no other individual from either organisation should attempt to interfere with that agreement. If another individual has a concern with an already agreed plan of action they should raise it in the first instance with the person in his or her own organisation that was Party to the original agreement.
6	People who do not follow the above rules will be redirected to the correct point of escalation	If, as part of an escalation, an individual is contacted by a person from the other Party and it is discovered that the contacting person has not followed the protocol described above, then the person contacted can at his or her discretion respectfully redirect the contacting person to the correct point of escalation.

RCG Wholesale Tower Co-location Process



Co-location Pricing

- Registration Process (accept standard terms and conditions) - free.
- Access to the RCG Wholesale Web Portal and site information - free.
- Application Fee per site is \$500 – payable on acceptance of application.
- Annual Co-location fee - \$1275. (**First In WISP** for standard co-location)

Pricing Principles

- Based on cost recovery of non-grant funded operating costs.
- Additional Equipment requests may be subject to additional charges.
- Credit Card charges at Applicants cost (application fee to be made with credit card).
- Excludes installation costs (material and labour) not covered by way of grant funding.
- Simple to understand and administer.

Co-location Exclusions

- All RBI 2 sites which have a solar power solution.
- All RBI 2 sites which are built on a temporary basis including all 3G towers.
- A 3G RBI 2 site will be notified to registered parties once it is upgraded to 4G.
- Where RCG co-locates its equipment on third party towers.

Appendix C - Initial Site Application

SECTION 1: SITE DETAILS

REGISTERED PARTY	
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Information from the Co-location Database

RCG Site Code	<i>From Co-location Database</i>
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RCG Site Name	<i>From Co-location Database</i>
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Co-ordinates	<i>From Co-location Database</i>
---------------------	----------------------------------

Description of Registered Party's Service & Reason for Equipment	
---	--

Date of Application	
----------------------------	--

SECTION 2: CELLULAR ANTENNAS (ANT)

Proposed Cellular Antennas – Attach Spec Sheet of proposed antenna

Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>	ANT1	ANT2	ANT3
Operating Frequency			
Make & Model			
Dimensions (H x W x D)			
Weight (Kg)			
Azimuth (TN)			
Polarity			
Gain (dBi)			
Vertical beam width (dBi)			
Horizontal beam width (dBi)			

Antenna Reference <i>(these are the references to be used elsewhere in this form and on plans to be prepared)</i>		ANT1	ANT2	ANT3
Indicative mounting height (to top of antenna)				
Maximum power per carrier (W)				
Number of carriers				
Band width per carrier				
Frequency Range (MHz)	Transmit			
	Receive			

Item (eg. ANT1, ANT2, MHA) (Items can be grouped if they are being attached in the same way. eg. ANT1-ANT6)	Method of Attachment (the Registered Party needs to set how they propose to attach the item)				
	Attach to the Mast/frame	Support Type	Make Model and	Weight (kg)	Dimensions/ Size

SECTION 3: MICROWAVE DISH ANTENNAS

Proposed Microwave Dish Antennas							
Ref	Make & Model	Size	Weight (Kg)	Azimuth (TN)	Polarity	Operative Frequency	Indicative mounting height (to centre of dish)
MW1							
MW2							

Item	Method of Attachment (the Registered Party needs to set how they propose to attach the item)				
	Attach to the Mast/ frame	Support Type	Make and Model	Weight (kg)	Dimensions/ Size
MW1					
MW2					
MW3					

SECTION 4: HOUSING

Proposed Housing – The Access Provider will provide 2U of equipment space within the Access Provider compound for a First In WISP. All other Registered' Party's are to provide details of their housing below.

Cabinet Details:

SECTION 5: FEEDERS

Feeders

Please provide details of feeder type/size/length and number to be installed – Access Provider will determine method that Registered Party must use to run such feeders:

SECTION 6: Power Requirements

The Access Provider will provide maximum of 250 watts power – unmetered and included in the Annual Co-location Charge for a First In WISP. All other Registered Party’s please indicate below if additional supply is required.

SECTION 7 ACCESS REQUIREMENTS

State anticipated access requirements (eg. days and times, anticipated number of site visits per week/year)	
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Appendix D – Schedule of Site Specific Conditions

SCHEDULE OF SITE-SPECIFIC CONDITIONS

DESCRIPTION OF RBI 2 SITE:

The RBI 2 Sites that are the subject of this Schedule of Site-Specific Conditions are (**Specific RBI 2 Sites**):

(a) *[Parties to include details identifying the RBI 2 Sites that are the subject of this Schedule]*

AGREED CHARGES

The Access Provider and the Registered Party have agreed the following Charges apply in respect of the provision of the Wholesale Tower Co-location Service at the Specific RBI 2 Sites:

(a) *[Parties to include details of any agreed Charges]*

THIRD PARTY INTERESTS

The Access Provider and the Registered Party acknowledge that the following third party interests apply in respect of the provision of the Wholesale Tower Co-location Service at the Specific RBI 2 Sites:

	Third Party	Third Party Interest
1.	<i>[Parties to include name of third party]</i>	<i>[Parties to include details of any third party interests]</i>

Appendix E - Project Plan

Information	
Date	
Registered Party	
Name/Site Code of RBI 2 Site	

1. Introduction

The Project Plan may make reference to various associated documents such as the RBI 2 Operations Manual, and should be read in conjunction with those documents. A list of the associated documents is contained in the Project Plan. If the Registered Party requires further instructions, it is the Registered Party's responsibility to contact the Access Provider Wholesale Tower Co-location Project Manager immediately.

The required disciplines are :

Civil Engineering Scope - Civil and electrical design, civil/electrical construction monitoring, contract administration, quality control and civil handover

Civil Construction Scope- The civil and electrical construction of the site

Technical Scope - The technical scoping of the installation, construction monitoring, quality control and final inspection of the technical works

Technical Installation Scope- The physical installation and commissioning of the equipment on site

Integration - The integration of the built and commissioned defect free telecommunications equipment on the RBI2 Site.

2. Associated documents

This project plan is to be read in conjunction with the following supporting documents.

Document	Version
RBI 2 Operations Manual	1.0

3. Contact list

The following contacts list is to be used in conjunction with the overall project communication plan.

Project Role	Company details	Contact person
Registered Party Wholesale Tower Co-location Project Manager	[Registered Party]	Name: Email: Phone:
Access Provider Wholesale Tower Co-location Project Manager	Rural Connectivity Group Limited	Name: Email: Phone:
Registered Party Site Manager	[Company]	Name: Email: Phone:

4. Project Schedule

Please outline below proposed dates of work.

5. Risk Management

Components to risk handling, to be performed through the project are:

1. Risk Identification – identify all risks associated with the project. This should involve selecting common project risks from the risk register (to be prepared) and identifying any other risks.
2. Risk Analysis – prioritise identified risks in order to determine how, if at all, to manage them. This will be done already for all common project risks in the risk register.
3. Risk Evaluation – use the following matrix to assess the overall risk rating. Again, this will be done for all common project risks in the risk register:

		IMPACT			
		Minor	Moderate	Major	Critical
L I K E L I H O O D	Likely	Moderate	High/Major	High/Major	High/Major
	Moderate	Low/Trivial	Significant	High/Major	High/Major
	Unlikely	Low/Trivial	Moderate	Significant	High/Major

4. Risk Planning – decide how the identified risks will be treated. This should be done in conjunction with all stake holders who understand the risks, and will involve categorising the risk management option as follows:

AV = Avoidance – do not proceed with the activity that gives rise to this risk.

T = Transference – achieved by transferring the risk to a 3rd party with a better capacity to handle the risk (contracts, insurance etc)

AC = Acceptance – accept the risk and assume that you can handle the consequence

RL = Reduced Likelihood – achieved by continually monitoring and changing the project conditions so the probability of the risk occurring is reduced (eg. Adding resources to the schedule)

M = Mitigation – This involves minimising the probability and impact of the risk to an acceptable level (e.g. changing design, conducting more testing etc).

5. Risk Treatment & Control – the risk register in the Project Plan should be reviewed and updated regularly to review the project risks, plan risk treatments and monitor the course of the risk treatments.

6. Occupational Health & Safety

Health & Safety requirements for Registered Party's contractors

It must be the Registered Party's policy to give health and safety-related issues the highest priority when tendering, contracting with, and managing work performed by contractors, to enable the Registered Party to meet its OH&S and corporate responsibilities. The Registered Party and its contractors share an obligation and duty of care to ensure the health and safety of employees, and others, who may be affected by the way activities are conducted by, or on behalf of, the Registered Party. The Registered Party is not confined to simply monitoring and controlling the actions of the Registered Party's personnel but the personnel of the Registered Party's contractors as well.

Every contractor, performing work on behalf of the Registered Party, should have access to a copy of the RBI2 Registered Party's Health & Safety Policy. Every contractor is required to comply with all statutory OH&S requirements and to meet any specific required standard of safety, for this project, as advised by the Access Provider Wholesale Tower Co-location Project Manager, in addition to all statutory requirements. A hazard risk treatment schedule and plan is included in this Project Plan detailing specific hazards, identified as relating to this project, as at the Project Plan issue date. Any failure, by a contractor or its personnel, to comply with OH&S requirements, could result in the termination of its agreement to co-locate with the Access Provider.

Hazard risk treatment schedule and plan

The following hazards have been identified (having a Risk Level Score of moderate or higher), to date, in relation to this project. If you become aware of any additional hazards, please notify the Access Provider's Wholesale Tower Co-location Project Manager immediately.

Hazard	Possible treatment/ control options	Preferred option	Risk score *	Person responsible for implementing option	Date for implementation	How treatment/ control option to be monitored

*

Likelihood	Consequences				
	Insignificant	Minor	Moderate	Major	Catastrophic
	1	2	3	4	5
A (almost certain)	H	H	E	E	E
B (likely)	M	H	H	E	E
C (moderate)	L	M	H	E	E

Legend:

E: Extreme risk; immediate reaction required

H: High risk; senior management attention needed

M: Moderate risk; management responsibility must be specified

)					
D (unlikely)	L	L	M	H	E
E (rare)	L	L	M	H	H

9. Checklist

The Registered Party Wholesale Tower Co-location Project Manager is to complete the following checklist to ensure that all aspects of this project have been considered and reflected in this Project Plan.

1.	Contact list	<input type="checkbox"/>
2.	Project schedule	<input type="checkbox"/>
3.	Risk identification – these are any risks that may jeopardise the successful or timely completion of the project	<input type="checkbox"/>
4.	Hazard identification – these are any hazards on site, such as asbestos, access track problems etc. - Hazards should be identified by any person accessing the site and communicated to the Registered Party Wholesale Tower Co-location Project Manager who will in turn advise the Access Provider Wholesale Tower Co-location Project Manager	<input type="checkbox"/>
5.	Civil design and construction	<input type="checkbox"/>
6.	Technical scope of works	<input type="checkbox"/>
7.	The Registered Party has obtained and reviewed the Access Provider's acceptance requirements for Project Closure including civil acceptance, technical acceptance, interference testing and as-built documentation	<input type="checkbox"/>

Registered Party Wholesale Tower Co-location Project Manager

Signature	
Name	
Email	
Phone Number	

Date submitted to Access Provider

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RCG Site Typical Pole Options

Full deployment
with WISPs

WISP Colocation Overview

In accordance with the NIPA the RCG facility is designed to accommodate WISP antennas to a maximum wind area of 0.4m² on the Mast as standard

As there are several Mast types and WISP requirements are variable a space envelope has been incorporated into the designs to provide some flexibility.

The Mast design (Antenna layout) will be finalized once WISP requirements are known

Size, Orientation, Frequency, Power and number of Antennas

These factors will determine the position of the WISP antennas on the mast:

EME compliance

Interference and isolation

Health and safety (safe working)

Operational constraints

Power (250W as standard) will be made available to the WISPs where the site is on grid

19"rack space will be made available for WISP equipment (2U as standard) if required

Where possible, RCG design sites to remain within the NES standards

WISP EME considerations

RF Human Exposure Limits

Standards for exposure to Radio Frequency Emissions are detailed within the New Zealand Standards NZS2772.1.1999 and AS/NZS2772.2.2016. These standards define maximum exposure levels to Radio Frequency Fields from 300 kHz to 100 GHz

RCG site designs need to comply with these standards and, where relevant Reg 55(3)(a) of the NES 2016.

Allowances have been made within all site designs to provide high power (400w EIRP) and low power (40w EIRP) zones have been created on all sites other than 10M masts to allow maximum flexibility. 10m masts are limited to low power zones only due the risk of high power WISP emissions affecting RCG EME compliance.

EIRP (Effective Isotropic Radiated Power) is a function of transmitter RF power, cable loss and antenna gain and is easily calculated.

Note: All drawings assume flat ground for a 50M radius from the site



RCG Tower Space Requirement 15m plus

Space required to accommodate the Antenna and Radio equipment needed to meet the present and future CIP needs

2.7m Antenna

300mm space for connectors below Antenna

2.7m Future Antenna (Capacity upgrades)

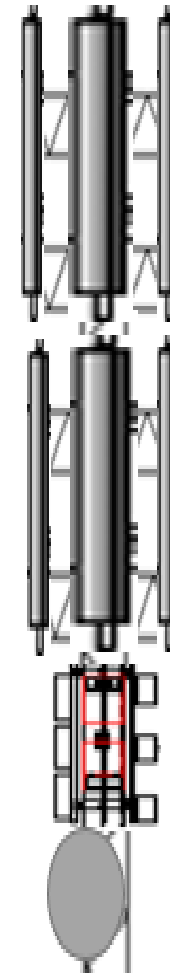
300mm space for connectors

1.5m space for Radio Units or Tower Amplifiers

1.2m MW dish with bracing and ODU

300mm separation for Isolation and Maintenance

Total Space requirement = 9m



RCG Tower Space Requirement below 15m

With Sites less than 15m because of EME restraints The RCG is restricted to 1 set of antennas

The RCG also deploy feeders instead of Radio units on the pole to reduce load and because of NES restraints

Space required to accommodate the Antenna and MW equipment needed to meet present CIP needs

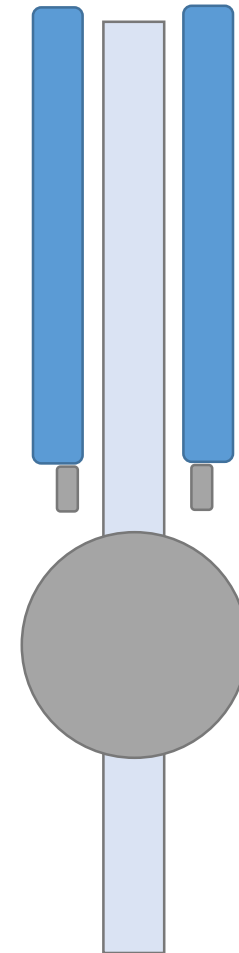
- 2.7m Antenna

- 300mm space for connectors below Antenna

- 1.2m MW dish with bracing and ODU

- 300mm separation for Isolation and Maintenance

Total Space requirement = 4.5m



Space Allocation Summary:

Tower Type	Tower Height	RCG Reserve space	Low Power Height Bottom	Low Power Height Top	High Power Height Bottom	High Power Height Top
Guyed	25 and above	9	4	16	6	16
	20	9	4	11	6	11
	15	9	4	6	6	6
Monopole	15	9	4	6	6	6
Concrete Pole	12	4.5	4	7.5	6	7.5
Concrete Pole	10	4.5	4	5.5		

20m Guyed Mast

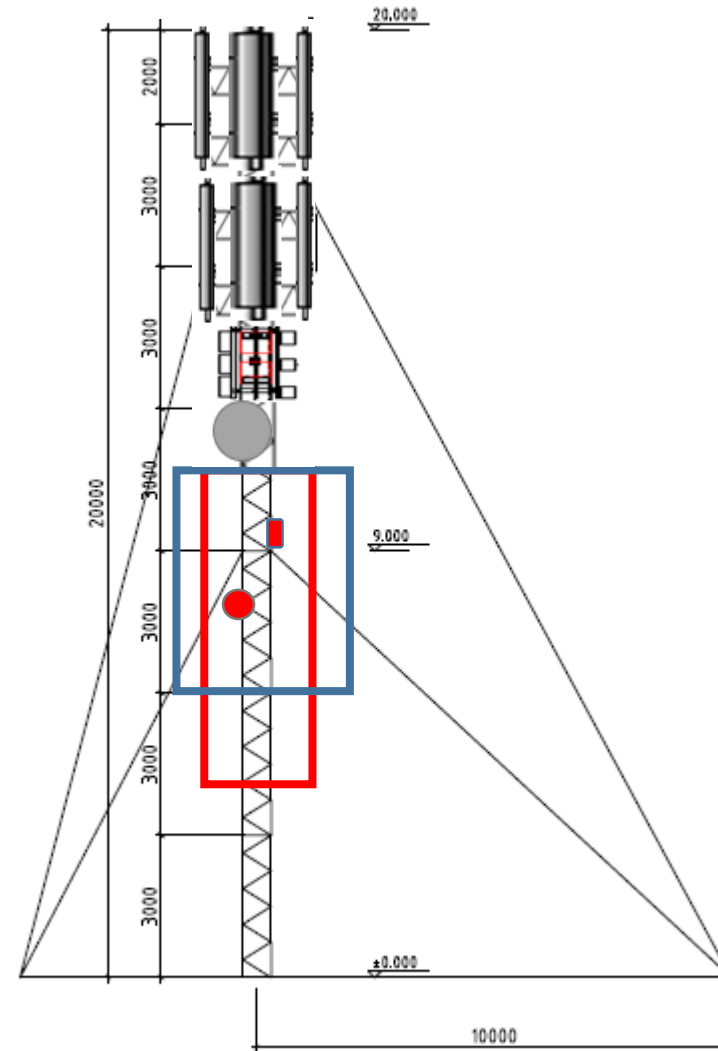
WISP space allowance up to 0.4m²

High power zone 400w EIRP (Blue)
6 to 11m

Low power zone 40w EIRP (Red)
4m to 11m

=<0.4m² allowance

e.g 600mm dish and 600x200mm Panel



20M GUYED MAST

15m Guyed Mast

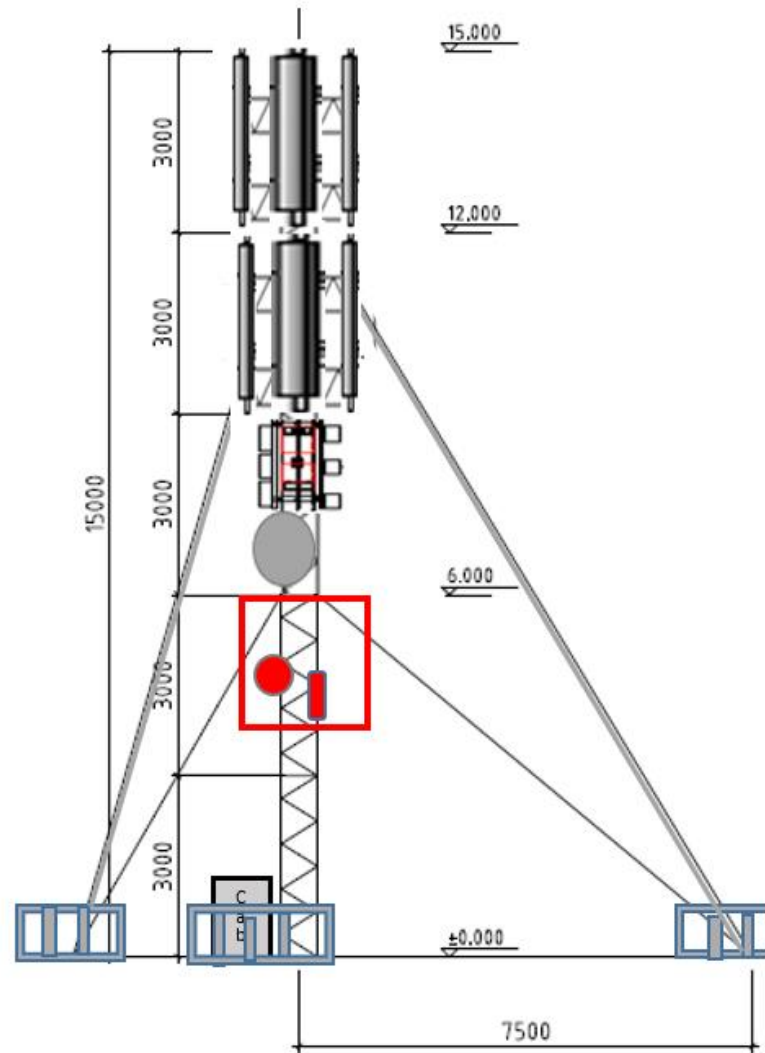
WISP space allowance up to 0.4m²

Only Low Power Zone available

Low power zone 40w EIRP (Red)
4m to 6m

=<0.4m² allowance

e.g 600mm dish and 600x200mm Panel



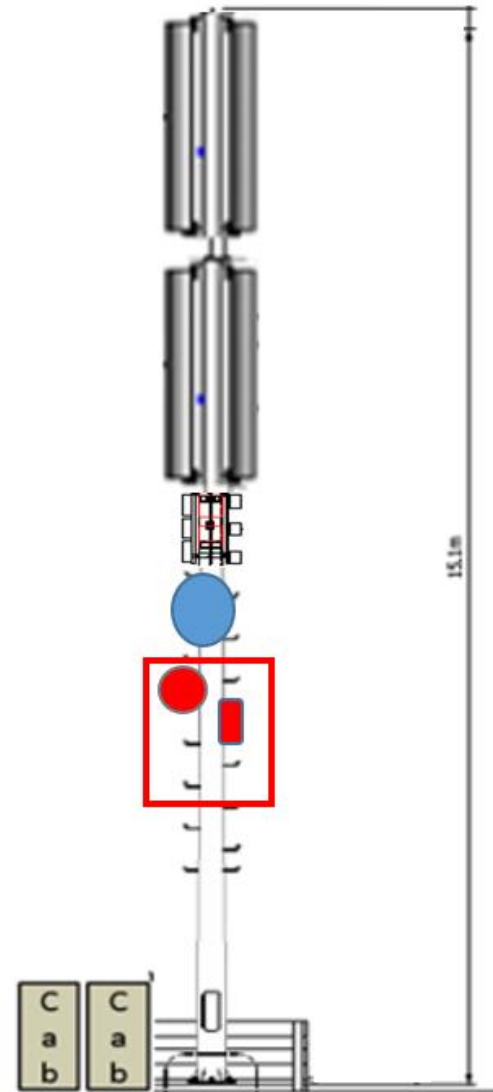
15m Monopole

WISP space allowance up to 0.4m²

Only Low power zone available

Low power zone 40w EIRP (Red)
Between 4m to 6m

e.g 600mm dish and 600x200mm
Panel



12m Concrete Pole

On 12m Pole RCG do not deploy Radio units but install feeders instead

Also because of EME restraints The RCG is restricted to one set of Antennas

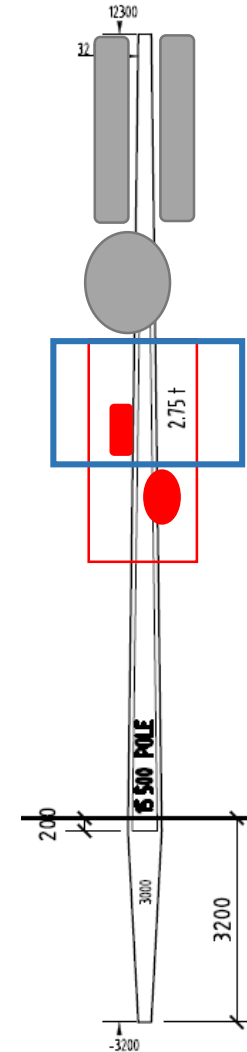
So RCG space requirement is reduced to 4.5m

WISP space allowance up to 0.4m²

High power zone 400w EIRP (Blue)
6 to 7.5m

Low power zone 40w EIRP (Red)
Between 4m to 7.5m

e.g 600mm dish and 600x200mm Panel



10m Concrete Pole

On 10m Pole RCG do not deploy Radio units but install feeders instead

So RCG space requirement is reduced to 4.5m

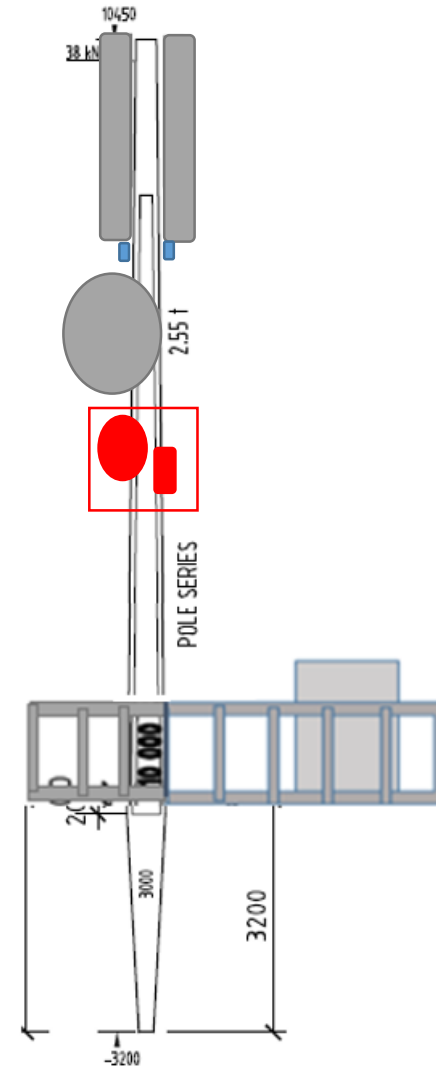
WISP space allowance up to 0.4m²

Only Low Power Zone available

Low power zone 40w EIRP (Red)

Between 4m to 5.5m

e.g 600mm dish and 600x200mm Panel



Appendix H – Project Closure Checklist

Registered Party	
RCG Site Code	<i>From Co-location Database</i>
RCG Site Name	<i>From Co-location Database</i>

The person signing this form certifies that:

- (a) He or she is an authorised representative of the Registered Party;
- (b) The information provided with this Project Closure Checklist is accurate; and
- (c) The work undertaken on behalf of the Registered Party complies with (where relevant):
 - The design, configuration and equipment details of advised to the Access Provider as part of the Site Application.
 - Any Permit to Work approved in respect of the work.
 - All of the Registered Party's obligations under the RBI 2 Co-location Agreement.

Date	
Registered Party Name	
Registered Party Signature	

Checklist

If any of the information listed below is not provided with this form please state the reason for this in the "Comments" column.

Item Number	Description	Attached	Checked by AS Wholesale Tower Co-location Project Manager (initial)	Document Name/Reference	Comments
1	As Built Documentation. Drawings showing the "as-built configurations. The drawings must include EME plumes, the cabling, and the location of all Registered Party Equipment installed.				
2	No outstanding OSH Issues Updated site access and hazard report for the Access Provider				
3	Procedure to facilitate suspension of Registered Party Equipment				