



DEED OF VARIATION

DATE: 18 December 2024

BETWEEN The Sovereign in Right of New Zealand acting by and through the Minister for Media and Communications (the **Crown**)

AND Chorus Limited (**CL**) and Chorus New Zealand Limited (**CNZL**)

BACKGROUND

- A. The parties entered into a telecommunications service obligations (TSO) deed for TSO network service dated 8 November 2011 (the **TSO Deed**).
- B. The parties have negotiated and agreed variations to the terms of the TSO Deed relating to certain technologies for delivering services to some remote customers as part of its TSO Deed obligations having become obsolete.
- C. The parties have agreed to vary the TSO Deed on the terms and conditions set out in this deed of variation (the **Variation**).

EXECUTION

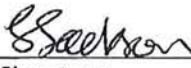
SIGNED AND DELIVERED AS A DEED for)
and on behalf of the Sovereign in Right)
of New Zealand acting by and through)
the Minister for Media and)
Communications:)
)



Signature

in the presence of:

WITNESS



Signature
Laura Jackson

Print full name
Advisor

Occupation
Wellington

Address



SIGNED AND DELIVERED AS A DEED for)
and on behalf of CHORUS LIMITED by:)
)
)
)
)
)

[Handwritten signature]

Director signature

ANDREW MARK CROSS

Print full name

in the presence of:

WITNESS

[Handwritten signature]

Signature

Kristel mcmeekin

Print full name

Solicitor of High Court of New Zealand

Occupation

Auckland

Address

SIGNED AND DELIVERED AS A DEED for)
and on behalf of CHORUS NEW ZEALAND)
LIMITED by:)
)
)
)

[Handwritten signature]

Authorised signatory

Kristel mcmeekin

Print full name

in the presence of:

WITNESS

[Handwritten signature]

Signature

Katherine Cooke

Print full name

Lawyer

Occupation

Auckland

Address



TERMS

1. Interpretation

1.1 In this Variation, unless the context requires otherwise:

- a. words and expressions have the meanings given to them in the TSO Deed and Part III of the Schedule to the TSO Deed applies to this Variation; and
- b. references to clauses and schedules are to the clauses and the schedules of the TSO Deed.

2. Variation

2.1 With effect on and from the date on which this Variation is signed by both parties (the **Effective Date**), the TSO Deed is varied as follows:

- a. A new clause 6A is inserted as follows:

"6A CMAR and Country Set Areas

6A.1 In this clause:

"Affected Customer" means a customer receiving a Spark local residential telephone service at an address to which Spark has an obligation to make a local residential telephone service available under the Telecom TSO Deed in any CMAR or CS Area as at 1 October 2024.

"Alternative Residential Voice Service" means a residential voice telephone service:

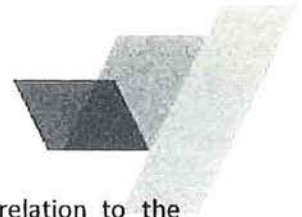
- a) delivered by either terrestrial fixed wireless, satellite or any other suitable technology;
- b) that enables voice calling functionally equivalent to the user experience using the local residential voice telephone service having regard to the change in underlying technology;
- c) that is charged at no more than the maximum price for the local residential telephone service set in accordance with principles 5.2 and 5.3 of the Telecom Deed;
- d) that is fit for purpose, including as to quality of coverage; and
- e) that enables 111 emergency calls, promptly delivered to emergency services.

"CMAR or CS Area" means the access points serviced or previously serviced by customer multi-access radio ("CMAR") or country set ("CS") network technology to deliver the local residential telephone service.

"Supplier" means any third party contracted by Chorus to provide the Alternative Residential Voice Service.

6A.2 Notwithstanding any other term of this Deed, the following terms and conditions apply in relation to CMAR or CS Areas:

- (a) To the extent that an Alternative Residential Voice Service is not otherwise available in any CMAR or CS Area, Chorus must:
 - i. procure one or more third parties to provide the Alternative Residential Voice Service to Affected Customers;



- ii. ensure that its contract with any Supplier, in relation to the Alternative Residential Voice Service, requires the Supplier to:
 - a. provide Chorus with all information Chorus requires to meet its reporting obligations to the Crown under clause 6A.2(c) below;
 - b. comply with the 111 Contact Code (being the code made by the Commerce Commission under section 238 of the Telecommunications Act 2001, or any equivalent replacement); and
 - c. comply with parts G and H of the New Zealand Telecommunications Forum Incorporated TCF Emergency Calling Code (or any equivalent replacement), as if they were a VSP under that Code.
- (b) Chorus must take responsibility for the transition of any Affected Customers who are moving from CMAR or CS technology to an Alternative Residential Voice Service. In managing this transition, Chorus must:
- i. use best endeavours to engage with and support Affected Customers throughout the transition to the Alternative Residential Voice Service including by, without limitation:
 - a. providing each Affected Customer with at least 6 months' notice of the need for the transition and options for Alternative Residential Voice Service;
 - b. bearing any establishment costs related to connection of the Alternative Residential Voice Service to each Affected Customer (other than costs of any necessary connection of power supply to the Affected Customer's property) and ensuring any necessary hardware for the provision of the Alternative Residential Voice Service is provided without cost to the Affected Customer; and
 - c. ensuring each Affected Customer is informed that if they do not transition to the Alternative Residential Voice Service, or if they voluntarily relinquish such service in the future, then Chorus will no longer be required to procure the Alternative Residential Voice Service for them;
 - ii. if requested by an Affected Customer, inform that Affected Customer about alternatives to standard facsimile calls; and
 - iii. develop and apply a consistent process for notifying Affected Customers, which is adapted from the Copper Withdrawal Code (being the code defined in section 69AF of the Telecommunications Act 2001).
- (c) Chorus must:
- i. until all Affected Customers have been transitioned off CMAR and CS connections, notify the Crown on a monthly basis of:
 - a. the number of local residential telephone service connections that have disconnected from CMAR or CS



- technology in the previous month and, to the extent Chorus is aware, the technologies they have moved to; and
- b. the cumulative number of local residential telephone service connections that have disconnected from CMAR or CS technology and, to the extent Chorus is aware, the technologies they have moved to; and
 - ii. share with the Crown from time to time reports on feedback received from Affected Customers in relation to the Alternative Residential Voice Service and the process of moving away from CMAR and CS technology.
- (d) Subject to paragraph (g) below, in the event that an Alternative Residential Voice Service ceases to be available in any CMAR or CS Area, including where a Supplier ceases to provide the Alternative Residential Voice Service, Chorus must:
- i. ensure that it contracts a replacement Supplier to provide an Alternative Residential Voice Service to any Affected Customer who requests it; and
 - ii. bear any establishment costs related to connection of the Alternative Residential Voice Service to each such Affected Customer (other than costs of any necessary connection of power supply to the Affected Customer's property) and ensure any necessary hardware for the provision of the Alternative Residential Voice Service is provided without cost to the Affected Customer.
- (e) Chorus has no obligation to provide a TSO network service to Spark in any CMAR or CS Area on any connection that is not provided to an Affected Customer.
- (f) Chorus will have no obligation to provide a TSO network service to Spark in respect of any connection that is provided to an Affected Customer after the first to occur of:
- i. that Affected Customer voluntarily relinquishing the local residential telephone service; or
 - ii. an unplanned failure of the network equipment supporting that Affected Customer's local residential telephone service (provided that, in such case, Chorus must expedite that Affected Customer's transition to the Alternative Residential Voice Service); or
 - iii. the expiry of 6 months' notice to that Affected Customer given by Chorus in accordance with paragraph (b)(i) above.
- (g) If at any time any Affected Customer voluntarily elects not to receive the Alternative Residential Voice Service, Chorus' obligation under clause 6A.2(a)(i) to procure the provision of the Alternative Residential Voice Service to that Affected Customer ceases from the date of such election.
- (h) For the avoidance of doubt, the Alternative Residential Voice Service does not need to include standard internet calls (as that term is defined in clause 7 of Part I of the Schedule to the Telecom Deed) or standard facsimile calls



(as that term is defined in clause 5 of Part I of the Schedule to the Telecom Deed).”

2.2 Subject to clause 2.1, all other terms and conditions contained in the TSO Deed will continue in full force and effect.

3. Delivery of Variation

3.1 For the purposes of section 9 of the Property Law Act 2007 and without limiting any other delivery modes, this Variation is delivered by each party on the earlier of:

- a. physical delivery of an original (or counterpart) of the Variation properly executed by that party, to each other party (or its solicitors); and
- b. transmission of a facsimile or scanned copy of an original (or counterpart) of the Variation properly executed by that party, to each other party (or its solicitors).

4. Governing law

4.1 This Variation is governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.

5. Counterparts

5.1 This Variation may be executed in any number of counterparts (including electronic copies), each of which will be deemed an original, but all of which together constitute one instrument. No counterpart is effective until each party has executed at least one counterpart.