
2degrees

2degrees Business – Starlink Service Schedule



1. About this Document

- 1.1 This Service Schedule forms part of the Customer's Agreement with 2degrees.
- 1.2 In the event of any inconsistency between this Service Schedule and any other clause of the Agreement, refer to clauses 1.2 and clause 2.3 of the General Terms of the Agreement.
- 1.3 Capitalised terms which appear in this Service Schedule and are not defined in this Service Schedule may be defined in clause 1.1 (Definitions) of the General Terms of the Agreement.
- 1.4 For the avoidance of doubt, the Interpretation section in the Agreement applies to this Service Schedule.

2. Service Charges

- 2.1 **Billing Commencement Date:** 2degrees will commence billing for the Starlink Satellite Services on the first day of the month after Starlink activates the service.

3. 2degrees Satellite – Starlink

- 3.1 2degrees Business – Starlink (Starlink Satellite) is a two way satellite based internet service ("Services") and equipment ("Starlink Kit"). The Service is provided using a best-effort transmission service using the Starlink Low Earth Orbit (LEO) Satellite Network.
- 3.2 **Service Location:** In relation to service location, the Customer accepts the following Starlink Satellite limitations:
 - (a) Service Plans supplied at a 'fixed location' will be provided to the Customer location specified in the Service Order, using the Starlink Satellite equipment and other equipment specified in the Service Order (Starlink Kit).
 - (b) Service Plans supplied with 'mobility' enabled will enable the Customer to relocate their Services anywhere within New Zealand at no extra charge. Service mobility outside New Zealand is not guaranteed.
 - (c) The Starlink Satellite terminal is required to be installed with an uninterrupted field of view to the sky. Failure to install correctly may affect service performance.

4. Service Limitations

- 4.1 **Manufacturer's Limited Warranty:** The Starlink Kit and Services are novel, still in beta testing phase, under development and subject to change. 2degrees will use reasonable efforts to facilitate the Starlink Kit, at the time of delivery and the Services, as performed, substantially meet performance goals specified in the Starlink Specifications - Starlink, and as amended by Starlink from time to time based on experience and innovation. This Limited Warranty is solely for 2degrees and therefore all attempts to exercise the rights granted in this clause must be directed by the Customer to 2degrees, not Starlink.
- 4.2 **Exclusions and Force Majeure:** 2degrees is not responsible for damage to the Starlink Kit after delivery, or for the operation of the Kit or the Services resulting from (a) manual repointing of the antenna (b) repair, modification, or disassembly of Starlink Kit by anyone other than 2degrees, Starlink or their authorised agent (c) failure to follow instructions including by obstructing the Starlink Kit's field of view (d) fire, flood, wind, lightning, earthquake, weather or other acts of nature or God (e) spills of food or liquids on Starlink Kit (f) planned or emergency maintenance on the network (g) problems with the Customer's electrical power or network equipment (h) misuse, abuse, accident, vandalism, alteration, or neglect (i) normal wear and tear or deterioration or superficial defects, dents or marks that do not impact performance of the Starlink Kit (j) use in combination with devices not provided by or approved by 2degrees or Starlink (k) inability to obtain or maintain necessary permissions, authorisations or permits or (l) events not reasonably within 2degrees or Starlink's control.
- 4.3 **Limited Remedies:** If the Starlink Kit fails to meet the limited warranty standard described in 4.1 (**Manufacturer's Limited Warranty**) and 2degrees receives a valid, detailed, written warranty claim from the Customer within 12 months after delivery of the Starlink Kit, 2degrees will facilitate for Starlink to cure the discrepancy within 30 days of receiving the Customer's claim, including, at Starlink's

choice, by replacing or repairing the Starlink Kit with a new, different or refurbished device or part. The Starlink Kit will be covered by the limited warranty for the greater of 3 months or the remainder of the original 12 month warranty period.). The remedies described in this clause 4.3 (**Limited Remedies**) are the Customer's sole and exclusive remedies for breaches of warranty, service deficiencies, unavailability and other breaches by 2degrees or Starlink.

4.4 **Disclaimers:** Except as set out in clause 4.1 (**Manufacturer's Limited Warranty**) to the extent permitted by law, 2degrees provides the Starlink Kit and Services 'as is' without any express warranty, condition or representation, 2degrees disclaims all implied warranties, conditions and representations, including any implied warranty, condition of merchantability, fitness of purpose and non-infringement.

4.5 **Limitation of liability:** Notwithstanding anything to the contrary in any other agreement, 2degrees' liability for any individual claim relating to the supply of the Starlink Satellite Service and the Starlink Kit will not exceed the total amount paid by the Customer to 2degrees in relation to the Starlink Satellite Service and the Starlink Kit over the six (6) months preceding the claim giving rise to the liability.

4.6 **No resale:** The Starlink Satellite Service may not be resold or used by Internet, hosting or other service providers as part of their own products or services. If the Customer breaches this clause, 2degrees may suspend or cancel a Service immediately on written notice.

5. Speed and Traffic Priority

- 5.1 In relation to speeds and traffic priority, the Customer accepts the following Starlink Satellite limitations:
- (a) Starlink is a best effort service. Actual throughout may be less than the maximum speed provided.
 - (b) Dependent of the Service Plan, a monthly volume of traffic will be prioritised above non-

prioritised traffic. The volume of prioritised traffic is specified in the Service Plan.

5.2 **Fair Use Policy:** The Starlink Fair Use Policy described how Starlink manages network traffic and allocates customer data based on your Service Plan.

5.3 **Business and Mobility Service Plans:** Business and certain mobility Service Plans are allocated a certain amount of data for 'Priority Access'. Priority Access data under business and certain mobility Service Plans are given network priority over all other data on the Starlink network. See the Starlink Specifications for details on Starlink expected performance per Service Plan. After Priority Access data is exhausted each month based on data limit sets per Service Plan, Starlink will throttle your upload and download speeds for business and mobility Service Plans unless additional Priority Access is purchased. See Priority Access data limits and throttled speeds in Starlink's Fair Use Policy for more details. Business and mobility customer who have exhausted their Priority Access and not purchased additional data will experience slower speeds and reduced performance compared to Priority Access. Throttled services will result in degradation or unavailability of certain services or applications such as streaming video, gaming or other bandwidth intensive applications. For business Service Plans, data usage between 11pm and 7am will not count toward Priority Access data limits. For mobility Service Plans, your data usage will count toward the Priority Access limits any time you use Starlink.

6. Installation

6.1 **Customer Self Installation:** Where a Customer chooses self-installation of their Starlink Satellite service:

- (a) 2degrees will send the Starlink Kit to the Customer; and
- (b) The Customer acknowledges that it is responsible for all installation activities. 2degrees makes no guarantees about self-installation support provided to customers by 2degrees.
- (c) You are responsible for:

- (i) Identifying a suitable location for installation of the Starlink Kit.
 - (ii) Perform a check for obstructions using the Starlink app.
 - (iii) Installing the Starlink Kit securely so that equipment will not become dislodged due to weather or external factors.
 - (iv) Compliance with all applicable building codes, zoning, ordinances, business district rules, conditions, restrictions, lease obligations and landlord/owner approvals and requirements that are applicable to the Service and installation of the Starlink Kit.
 - (v) Paying any associated fees or other charges, and to obtain any permits and other authorisations necessary for the Services and installation of the Starlink Kit.
 - (vi) If you require a permanent roof mount installation you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of your roof or roof membrane.
- (c) Obtain any necessary land and building approvals for Starlink Kit installation.
 - (d) Obtain any necessary site approvals and inductions for any contractors attending site, including contractors supplied by 2degrees.
 - (e) Paying any associated fees or other charges, and to obtain any permits and other authorisations necessary for the Services and installation of the Starlink Kit.
 - (f) If you require a permanent roof mount installation you acknowledge the potential risks associated with this type of installation, including, without limitation, with respect to any warranty that applies to penetration of your roof or roof membrane.

6.2 **Professional Installation:** Where a Customer chooses professional installation of their Starlink Satellite service, the Customer acknowledges the following responsibilities associated with the installation for each install location. The Customer agrees to perform the following requirements prior to equipment arriving to site. If any of these conditions are not met, the Customer may be charged additional fees and/or have their Service cancelled at the expense of the Customer.

- (a) Identify a suitable location for installation of the Starlink Kit.
- (b) Perform a check for obstructions using the Starlink app

6.3 **Kit Modifications:** Modifications or alterations (including changes that are cosmetic in nature) to the Starlink Kit are subject to the Exclusions in clause 4.2 and may affect Service performance. The Customer must not modify any Starlink Kit in a manner that contradicts the Install Guide (available on the Starlink app) or would otherwise alter the transmission characteristics of the equipment, without 2degrees' approval. To maintain the Manufacturer's Limited Warranty in clause 4.1, all modifications made by the Customer to the Starlink Kit must be approved by 2degrees in writing. At 2degrees' sole discretion, if we determine that your installation or modification of a Starlink Kit has resulted in a material degradation of the Service or equipment, the equipment warranty may be voided.

6.4 **Kit Installation for Use on Moving Vehicles:** The Customer agrees to take proper precautions if installing a Starlink Kit to be used on a moving vehicle or vessel. The Customer is responsible for ensuring that the antenna mount is

installed on a structurally sound, horizontal surface. The Customer acknowledges that equipment falling into the road or of a vessel due to poor installation practices can cause serious accidents resulting in bodily injury. The Customer must not mount a Starlink Kit on any vehicle or vessel if it is not stable or if it cannot be properly secured as described in the Install Guide and used with proper mount.

6.5 **In-motion use prohibited:** The Customer must not install or use a Starlink Kit on a moving vehicle or vessel unless Starlink has designated the specific Kit model and/or mount for in-motion use.

7. IP Addresses

7.1 IP addresses (static or dynamic) for the Starlink Satellite Service are determined by Starlink. Starlink reserves the right to change their policy on IP address.

8. Support

8.1 The Customer can contact the 2degrees Network Service Centre 24 hours per day, 7 days per week to record an Incident relating to the Services.

9. **Changes:** 2degrees may change or discontinue Starlink Satellite Service, Charges and the terms of this Service Schedule from time to time under the following conditions:

- (a) 2degrees will provide at least 30 days' notice prior to making any material changes to these terms or discontinuing the Starlink Satellite Service;
- (b) 2degrees will pass through any supplier price changes from Starlink to the Customer during the contract term; and
- (c) By continuing to use the Service after the notice period, the Customer agrees to any changes notified by 2degrees pursuant to this clause.

10. Early Termination by Customer:

10.1 The Customer agrees to the following early termination conditions.

- (a) In the event that 2degrees makes a material adverse change to the Service Plan or Charges, the Customer may, within 30 days of receiving 2degrees notice to the change, cancel their Service by giving at least 30 days notice to 2degrees. In such case, no early termination charges will apply, excluding any outstanding hardware charges, which must be immediately paid in full by the Customer.
- (b) In other circumstances, where the Customer chooses to cancel their service prior to the end of the Fixed Term, the Customer must immediately pay 2degrees any outstanding hardware charges, plus 30% of remaining total contract value of the Services during the Fixed Term.

11. Starlink Satellite Customer Acknowledgements

11.1 Without limiting the acknowledgements provided by the Customer in any other clause of this Agreement, the Customer acknowledges and agrees that:

- (a) There exists no contractual obligation between Starlink and the Customer;
- (b) Its use of the Starlink Satellite Service and Starlink equipment is at its own risk. **The Service is not suited or intended as a mission critical or safety-of-life service.**
- (c) It is using a public, unfiltered internet connection and should take all precautions for the security and filtering of the Customer information;
- (d) It is solely responsible for any loss or damage to its equipment, device or to any information or other data that may result from the use of the Starlink Satellite Service;
- (e) There may be interruptions, delays, omissions, inaccuracies with the Starlink Satellite Service and that it may not always be available;

- (f) The Starlink Satellite Service is subject to the Starlink Acceptable Use Policy, Starlink Fair Use Policy, Starlink Licence & Usage Terms and Starlink Specifications which are available at: www.starlink.com/legal;
- (g) Software copies and update installed on the Starlink equipment are not sold, only licensed to the Customer (on a non-exclusive, non-transferable and revocable basis) for use as installed on the Starlink equipment and subject to the Software License and Usage Terms which are available at www.starlink.com/legal.
- (h) 2degrees is not responsible for removing the Starlink Kit at the end of the fixed term; and
- (i) Subject to the benefit of the Manufacturer's Limited Warranty, the Customer is responsible for the proper operation and maintenance of the Starlink equipment. The Customer may seek 2degrees' assistance in repairing or replacing equipment that is outside the warranty. Any such assistance will incur additional charges.

12. Service Level Agreement

- 12.1 2degrees will provide the Services in accordance with the 2degrees SLA as set out in this Service Schedule or as otherwise agreed between the parties in writing.
- 12.2 The Service is considered available in relation to the Service Level Agreement if data can be transmitted using the Service.

13. Indemnity

You agree to indemnify 2degrees against all losses, damages, liabilities, claims and expenses incurred (including but not limited to reasonable legal costs and defence or settlement costs) arising as a result of your use of the Services in ways that are (a) illegal or violate this Agreement or Starlink's Acceptable Use Policy or (b) negligent, reckless or intentionally wrongful.

14. Variation of Services

14.1 2degrees may vary the Service if reasonably required for technical, operational and commercial reasons.

15. Third Party Services

- 15.1 Where the Service provided by 2degrees includes equipment or transmission services from a Supplier or other Third Party and additional costs are identified that are considered by 2degrees to constitute a material cost, 2degrees will present any such charges to Customer to agree. Should the Customer not agree to pay these charges within 14 days, the relevant Service Order(s) will be deemed by 2degrees to be cancelled and the Customer may be charged any pre-delivery costs. Additional costs include:
 - (a) Cabling, network construction, and other work to connect the Supplier's network to the Service Delivery Point at the Customer's location;
 - (b) Cabling and associated works between any Service Delivery Point and the Customer's location; and
 - (c) Other items or services as charged by the Supplier from time to time.

16. Relocations

- 16.1 In the event the Customer requires a relocation of the fixed Service to a new location, it must give to 2degrees a written request in a manner nominated by 2degrees. The Customer acknowledges that not all Service can be relocated.
- 16.2 2degrees will respond to the request and advise, in its absolute discretion, the Customer whether the Services can be relocated (as contingent on Network availability).
- 16.3 Subject to clause 16.2, you will be permitted to move the fixed Service address a maximum of once per month.
- 16.4 In the event the Services can be relocated, a Move Add-on and Change (MAC) fee may apply as well as a change to the monthly recurring fee for the Service as a result of the relocation. In addition, any removal and installation charges from third party Suppliers (as set out in clause 15) will be borne by the Customer.

17. Upgrades

- 17.1 The Customer may request that the Service be upgraded to a different Service Plan, being where the existing service is upgraded or enhanced without being replaced by a different type of service. The Customer acknowledges that not all Services can be upgraded and some upgrades may disrupt the Service.
- 17.2 2degrees will respond to the request and advise in its absolute discretion, the Customer whether the Services can be upgraded.
- 17.3 A once-off upgrade fee and additional monthly fees may apply.

18. Definitions

18.1 In this Service Schedule:

2degrees means Vocus (New Zealand) Limited (NZCN 1371006).

Customer means the Customer described in the Service Order and any of its employees, sub-contractors, agents and representatives.

Early Termination Fee means the fee imposed on the Customer by 2degrees that becomes payable to

2degrees by the Customer in circumstances where a 2degrees Satellite – Starlink Service in respect of an End User is terminated prior to the expiry of the End User Minimum Term, as notified to the Customer by 2degrees.

End User means the end user of the Service supplied by the Customer to such user.

General Terms means the General Terms section of the Agreement.

Incident means any issue that affects the normal operation of the Service.

Service means the 2degrees Satellite – Starlink.

Service Delivery Point means the sites specified in the Service Order where 2degrees (or the Customer) will install the Equipment.

Service Plan means the service plan for the Services specified in a Service Order.

2degrees SLA means the 2degrees service level as set out in this Service Schedule or as otherwise agreed between the parties in writing.

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