

Service Levels Schedule

nbn[™] Ethernet Product Module

Wholesale Broadband Agreement



This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Service Levels Schedule

nbn™ Ethernet Product Module

Wholesale Broadband Agreement

Version	Description	Effective Date
3.0	First issued version of WBA 3	17 November 2017
3.1	[Pending FTTC Offer]	Commercial Launch
3.2	Updates relating to CIR Objective for nbn™ Ethernet Ordered Products supplied using a Transitioning Special Service Line	1 May 2018

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Environment

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Introduction

This document describes the Service Levels that apply to the **nbn**[™] Ethernet Product. It also sets out the Performance Objectives that **nbn** will aim to achieve for certain Service Levels.

The Service Levels and Performance Objectives are arranged in this **nbn**[™] Ethernet Service Levels Schedule to replicate the end user lifecycle experience: connections, appointments, activations, fault rectification, modifications and disconnections. It also includes a Performance Objective regarding availability, which is relevant across the end user lifecycle experience.

Failure to achieve a Service Level or a Performance Objective may give rise to consequences, such as an obligation on **nbn** to take Corrective Action or provide rebates. **nbn** may also be liable to pay CSG Compensation to Customer in some circumstances where Customer or Downstream Service Provider has paid Primary Damages.

This document also includes Operational Targets which are aspirational and do not give rise to Corrective Action, CSG Compensation or rebates.

This document forms part of the **nbn**[™] Ethernet Product Module.

Roadmap

A roadmap describing the structure of this document follows for the assistance of Customer.

Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved (End User Connections, End User Fault rectification and Enhanced Fault rectification). While not achieving a Service Level or Performance Objective is not a breach of this Agreement, **nbn** may be required to take Corrective Action under Part B if it does not meet a Performance Objective.

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Part B: Measurement and Corrective Action

Part B sets out **nbn**'s measurement, monitoring and reporting obligations and the mechanics involved in Corrective Action if **nbn** does not meet a Performance Objective.

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Part D: Operational Targets

Part D contains **nbn**'s aspirational Operational Targets, which may be developed into Service Levels in the future. These Operational Targets are non-binding.

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Part E: Interpretation and Exclusions

Part E contains the rules of interpretation and exclusions which apply to this **nbn**TM Ethernet Service Levels Schedule.

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Part A: Service Levels

Section 1 sets out the Service Levels, Performance Objectives and Connection Rebates that **nbn** offers for End User Connections. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.

1. End User Connections

1.1 Service Levels for End User Connections

- (a) The Service Levels for Standard Connections from the time of Order Acknowledgement for **nbn**™ Ethernet are:

Network	Service Class	Location of Premises and Service Level (Business Days)				
		Urban Area	Major Rural Area or Minor Rural Area	Remote Area	Isolated Area	Limited Access Area
Fibre Network	Service Class 0	N/A	N/A	N/A	N/A	N/A
	Service Class 1	14	19	19	N/A	N/A
	Service Class 2	9	14	19	N/A	N/A
	Service Class 3	1	1	1	N/A	N/A
Wireless Network	Service Class 4	N/A	N/A	N/A	N/A	N/A
	Service Class 5	9	14	19	N/A	N/A
	Service Class 6	1	1	1	N/A	N/A
Satellite Network	Service Class 7 ¹	N/A	N/A	N/A	N/A	N/A
	Service Class 8	20	20	20	35	N/A ²
	Service Class 9	1	1	1	1	1
FTTB Network and FTTN Network	Service Class 10	N/A	N/A	N/A	N/A	N/A
	Service Class 11 ³	14	19	19	N/A	N/A
	Service Class 12	9	14	19	N/A	N/A
	Service Class 13	1	1	1	N/A	N/A
HFC Network	Service Class 20	N/A	N/A	N/A	N/A	N/A
	Service Class 21	14	N/A	N/A	N/A	N/A
	Service Class 22	9	N/A	N/A	N/A	N/A
	Service Class 23	9	N/A	N/A	N/A	N/A

	Service Class 24	1	N/A	N/A	N/A	N/A
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Notes:

¹ Service Class 7 does not specifically relate to the Satellite Network. See the [Dictionary](#) for further details.

² An Operational Target applies: see section 19.9.

³ Service Class 11 is not applicable to **nbn**TM Ethernet (FTTB).

- (b) The Service Levels for Priority Assistance Connections in respect of Service Class 3, 13 and 24 Premises and Accelerated Connections in respect of Service Class 1, 2, 11, 12, 21, 22 and 23 Premises, from the time of Order Acknowledgement are:

Location of Premises	Priority Assistance Connection (hours) (Service Class 3, 13 and 24 Premises only)	Accelerated Connection (Business Days) (Service Class 1, 2, 11, 12, 21, 22 and 23 Premises only)
Urban Area	24	4
Major Rural Area*	24	9
Minor Rural Area*	24	14
Remote Area*	48	N/A

***Note:** No Premises served by the HFC Network will be located in an area other than an Urban Area.

- (c) The Service Levels for Service Transfer Orders from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Completion of Service Transfer Order	1

1.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
Standard Connections	90% or more
Accelerated Connections	90% or more
Service Transfer Orders	95% or more
Priority Assistance Connections	100%

- (b) Each Performance Objective in this section 1.2 is measured based on the total number of the relevant category of End User Connections or Service Transfer Orders (as the case may be) completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

1.3 Conditions

- (a) Customer must maintain and retain up-to-date and accurate records, materials, documents and correspondence relevant to each Accelerated Connection and Priority Assistance Connection that Customer orders in each CSA during each month and, on request, provide **nbn** with access to such information.
- (b) The Service Levels for End User Connections do not apply where Customer has failed to comply with the order process set out in Module 4 of the [WBA Operations Manual](#).
- (c) Without limiting the application of the rule in section 20.4, the Service Levels for End User Connections are the Service Levels that apply at the time of Order Acknowledgement of the relevant Connect Order.
- (d) If Customer orders a Standard Connection including the Battery Backup Service for a Service Class 3 Premises with a Power Supply (Standard) installed, the Service Levels for Service Class 2 Premises apply to that Standard Connection.

Note: Alternatively, Customer may place a Connect Order without the Battery Backup Service and then place a Modify Order to add the Battery Backup Service (as set out in Module 4 of the [WBA Operations Manual](#)) and the Service Levels in section 12 will apply to the Modify Order.

- (e) If Customer places an order for a Priority Assistance Connection at a Service Class 1, Service Class 2, Service Class 11, Service Class 12, Service Class 21, Service Class 22 or Service Class 23 Premises, it will be treated as either an Accelerated Connection order (if it is an Inactive Premises) or a Standard Connection order (if it is not an Inactive Premises) in accordance with Module 4 of the [WBA Operations Manual](#), and the Service Levels for that type of order will apply.
- (f) If Customer places an order for an Accelerated Connection at a Service Class 3, Service Class 13 or Service Class 24 Premises, it will be treated as an order for a Standard Connection in accordance with Module 4 of the [WBA Operations Manual](#), and the relevant Standard Connection Service Levels (including the Service Levels specified in section 1.3(d) where applicable) will apply to the order.

1.4 Connection Rebate

- (a) A Connection Rebate may be payable in relation to Standard Connections (except in respect of Standard Connections in Limited Access Areas). Connection Rebates do not apply to Priority Assistance Connections or Accelerated Connections.
- (b) Connection Rebates under section 1.4(a) (if any) are calculated in accordance with the following formula:

$$\text{Connection Rebate} = (90\% - \text{Actual Performance}) \times \text{Total Connections} \times \$25$$

Where:

Actual Performance means the percentage of Total Connections performed in accordance with the relevant Service Levels for relevant Standard Connections in the relevant month.

Total Connections means the total number of Standard Connections (excluding Accelerated Connections, Priority Assistance Connections and Standard Connections in Limited Access Areas) in Service Class 1, Service Class 2, Service Class 5, Service Class 8, Service Class 11, Service Class 12, Service Class 21, Service Class 22 and Service Class 23

Premises completed by **nbn** for Customer in the relevant month.

- (c) **nbn** will pay the Connection Rebates (if any) claimed by Customer in accordance with the claims process in section 7.5 of the [WBA Operations Manual](#).
- (d) **nbn** will only pay a Connection Rebate if:
 - (i) the **nbn** Rollout Forecast Accuracy for the relevant month is between 80% and 120% (inclusive) and Customer has submitted a Lock-in Customer Forecast with a Customer Forecast Accuracy between 70% and 130% (inclusive) for that month; or
 - (ii) the **nbn** Rollout Forecast Accuracy for the relevant month is less than 80% or greater than 120% and Customer has submitted the Customer Forecast that was due by the start of the month before the relevant month,

where,

$$\text{nbn Rollout Forecast Accuracy} = \frac{\text{SAM Performance}}{\text{Number of SAMs in Lock-in nbn Forecast + Early SAMs + New SAMs}} \times 100$$

$$\text{Customer Forecast Accuracy} = \frac{\text{Total number of Brownfields Connections actually ordered by Customer in the relevant month (excluding orders Rejected by nbn)}}{\text{Total number of Brownfields Connections forecast for all Forecast Regions in Lock-in Customer Forecast for the relevant month}} \times 100$$

Note: The Customer Forecast obligations for Customer are set out in Module 4 of the [WBA Operations Manual](#).

- (e) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to Customer in connection with a Standard Connection for an Ordered Product in respect of which **nbn** has previously paid a Connection Rebate to Customer:
 - (i) the amount of the Connection Rebate that **nbn** determines, acting reasonably, reflects the portion of the Connection Rebate payable in respect of that particular Ordered Product will cease to be a Connection Rebate for the purposes of Module E of the [Head Terms](#);
 - (ii) that amount will be deemed to have been paid in satisfaction of any Liability in connection with that Ordered Product to which clause E1.3(a) of the [Head Terms](#) applies; and
 - (iii) for the avoidance of doubt, **nbn** will have no further Liability to Customer under this section 1.4 in respect of that Standard Connection for that Ordered Product.

1.5 Costs reimbursement for Priority Assistance Connections

If:

- (a) **nbn** does not achieve, or notifies Customer that it expects not to achieve, a Service Level for a Priority Assistance Connection at a Service Class 3 Premises where a Power Supply with Battery Backup is installed; and

- (b) Customer provides the relevant Contracted End User with an interim service for the period until a connection is achieved,

nbn will pay Customer the Interim Service Amount. The process for determining and claiming this amount is set out in Module 6 of the [WBA Operations Manual](#).

*Section 2 sets out the Service Levels and Performance Objectives that **nbn** offers for End User Connection Appointments and Professional Splitter Installation Appointments. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

2. End User Connection Appointments and Professional Splitter Installation Appointments

2.1 Service Levels for End User Connection Appointments and Professional Splitter Installation Appointments

The Service Levels for Appointments to attend a Premises made by Customer and confirmed by **nbn** for End User Connections and Professional Splitter Installations are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter
Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area, Remote Area, Isolated Area or Limited Access Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

2.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Commitment	Performance Objective
Actual Appointments (excluding any initial Actual Appointments that were previously rescheduled) kept in accordance with the Service Levels	90% or more
Initial Actual Appointments rescheduled	5% or less
Initial Actual Appointments that were previously rescheduled kept in accordance with the Service Levels	95% or more

- (b) Each Performance Objective in this section 2.2 is measured based on the total number of Actual Appointments kept or rescheduled (as the case may be) for all of **nbn**'s customers each month.

2.3 Conditions

(a) **nbn** may change the Appointment window for any Appointment where the Contracted End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises:

- (i) by giving Customer at least 26 hours' notice;
- (ii) by obtaining the agreement of the Contracted End User (or their representative); or
- (iii) in respect of End User Connections related to the Satellite Network, without limiting sections 2.3(a)(i) or 2.3(a)(ii), where permitted by the [WBA Operations Manual](#),

prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.

Note: When Customer reserves an Appointment in respect of the **nbn**TM Ethernet (Satellite), Customer is reserving installation capacity (that is, the reserved Appointment may not be the date that the Appointment will occur). **nbn** will contact the Contracted End User (or their authorised representative aged 18 or over) to schedule the Actual Appointment in accordance with the [WBA Operations Manual](#).

(b) For the purposes of this section 2, the term "rescheduled" means an Actual Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Premises within the Service Levels but does not include an Appointment that is:

- (i) changed as permitted under section 2.3(a); or
- (ii) rescheduled due to circumstances beyond **nbn**'s reasonable control, including where **nbn**'s failure or inability to attend an Appointment is caused or contributed to by Customer, a Downstream Service Provider, a Contracted End User or other End User.

(c) The Service Levels and Performance Objectives in this section 2 do not apply where the Contracted End User (or their representative) was not at the Premises for the initial Actual Appointment.

*Section 3 sets out the Service Levels and Performance Objectives that **nbn** offers for Activations. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

3. Activations

3.1 Service Levels for Activations

The Service Levels for Activations from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
CVC Activation	5
NNI Group Activation	15
Multicast Domain Activation	10

3.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
CVC Activation	90% or more
NNI Group Activation	90% or more
Multicast Domain Activation	90% or more

- (b) Each Performance Objective in this section 3.2 is measured based on the total number of all Activations (in the relevant category) completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

*Section 4 sets out the Performance Objectives that **nbn** offers for Completion Advices. See section 20 for rules of interpretation that apply to these Performance Objectives.*

4. Completion Advices

4.1 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of End User Connections for **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN):

Activity	Performance Objective
Completion Advices delivered within 30 minutes from the time of completion of the End User Connection	50% or more
Completion Advices delivered within 1 hour from the time of completion of the End User Connection	90% or more*
Completion Advices delivered by 5:00pm on the next Business Day after the time of completion of the End User Connection	99% or more

***Note:** The Performance Objective in respect of the delivery of Completion Advices within 1 hour from the time of completion of the End User Connection is subject to section 4.2.

- (b) Each Performance Objective in this section 4.1 is measured based on the total number of all Completion Advices delivered by **nbn** for all of **nbn**'s customers each month in respect of **nbn**TM Ethernet (FTTB) or **nbn**TM Ethernet (FTTN).

4.2 Review

If, in each month for 6 consecutive months, **nbn** achieves 95% or more of the total of all relevant **nbn** customers' Completion Advices delivered within 1 hour from the time of completion of the End User Connection, the Performance Objective will become "95% or more" with effect from the beginning of the next month.

4.3 Performance Objectives for Service Transfer Orders

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of Service Transfer Orders:

Activity	Performance Objective
Completion Advices delivered within 30 minutes from the time of completion of the service transfer	50% or more
Completion Advices delivered within 1 hour from the time of completion of the service transfer	95% or more

- (b) Each Performance Objective in this section 4.3 is measured based on the total number of service transfers performed for all of **nbn**'s customers each month.

*Section 5 sets out the Performance Objectives that **nbn** offers for Remediation. See section 20 for rules of interpretation that apply to these Performance Objectives.*

5. Remediation

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of Standard Remediation Solutions and Custom Remediation Solutions performed in respect of Remediation Cases that **nbn** opens between the Start Date and the Enhanced Remediation Date (inclusive):

Activity	Performance Objective
For Remediation Cases opened for the purpose of achieving the PIR Objective, For Remediation Cases nbn opens between the Start Date and the Enhanced Remediation Date (inclusive), Standard Remediation Solution or Custom Remediation Solution completed on or before Remediation Target Date	90% or more
For Remediation Cases opened for the purpose of achieving the CIR Objective, Standard Remediation Solution or Custom Remediation Solution completed on or before Remediation Target Date	<u>90% or more</u>

- (b) **nbn** will aim to achieve the following Performance Objectives in respect of Standard Remediation Solutions and Custom Remediation Solutions performed in respect of Remediation Cases that **nbn** opens after the Enhanced Remediation Date and before the Enhanced CIR Remediation Date:

<u>Activity</u>	<u>Performance Objective</u>
For Remediation Cases nbn opens after the Enhanced Remediation Date <u>For Remediation Cases opened for the purpose of achieving the PIR Objective,</u> Standard Remediation Solution or Custom Remediation Solution completed on or before the earlier of the Remediation Target Date and 2 years from the date nbn opens the relevant Remediation Case	90% or more
<u>For Remediation Cases opened for the purpose of achieving the CIR Objective, Standard Remediation Solution or Custom Remediation Solution completed on or before</u>	<u>90% or more</u>

the earlier of the Remediation Target Date and 2 years from the date **nbn** opens the relevant Remediation Case

(c) **nbn** will aim to achieve the following Performance Objectives in respect of Standard Remediation Solutions and Custom Remediation Solutions performed in respect of Remediation Cases that **nbn** opens on and after the Enhanced CIR Remediation Date:

Activity	Performance Objective
<u>For Remediation Cases opened for the purpose of achieving the PIR Objective, Standard Remediation Solution or Custom Remediation Solution completed on or before the earlier of the Remediation Target Date and 2 years from the date nbn opens the relevant Remediation Case</u>	<u>90% or more</u>
<u>For Remediation Cases opened for the purpose of achieving the CIR Objective, Standard Remediation Solution or Custom Remediation Solution completed on or before the earlier of the Remediation Target Date and 6 months from the date nbn opens the relevant Remediation Case</u>	<u>90% or more</u>

(bd) Each Performance Objective in this section 5 is measured based on the total number of all relevant Standard Remediation Solutions and Custom Remediation Solutions implemented by **nbn** for all of **nbn**'s customers each month.

*Section 6 sets out the Performance Objective that **nbn** offers for Interference Mitigation. See section 20 for rules of interpretation that apply to this Performance Objective.*

6. Interference Mitigation

(a) **nbn** will aim to achieve the following Performance Objective in respect of Interference Mitigation Solutions:

Activity	Performance Objective
Interference Mitigation Solution completed on or before the notified Interference Mitigation Target Date	90% or more

(b) The Performance Objective in this section 6 is measured based on the total number of all Interference Mitigation Solutions implemented by **nbn** for all of **nbn**'s customers each month.

*Section 7 sets out the Service Levels and Performance Objective that **nbn** offers in relation to its Trouble Ticket management processes.*

7. Trouble Ticket management

7.1 Service Levels for Trouble Ticket management

- (a) The Service Level to send either an Accepted Notification or a More Information Required Notification is 2 hours from the time of Trouble Ticket Acknowledgement.
- (b) The Service Level to confirm whether or not Customer has fully complied with a More Information Required Notification is 2 hours from the time Customer notifies **nbn** that Customer believes it has complied with that More Information Required Notification.
- (c) The Service Level to respond to a “No – Trouble Ticket is Not Resolved Notification” is 2 hours from the time **nbn** receives that “No – Trouble Ticket is Not Resolved Notification”.

7.2 Performance Objective

- (a) **nbn** will aim to achieve the following Performance Objective in connection with the Service Levels set out in this section:

Activity	End User Faults
Trouble Ticket management Activities referred to in section 7.1 performed in accordance with the relevant Service Levels	90% or more

- (b) The Performance Objective in this section 7.2 is measured based on the total number of all Trouble Ticket management Activities referred to in section 7.1 performed by **nbn** for all of **nbn**'s customers each month.

7.3 Conditions

- (a) The Service Levels and Performance Objective in this section 7 do not apply in respect of Enhanced Fault rectifications or Priority Assistance Fault rectifications.
- (b) Section 20.1(d) of this [nbn™ Ethernet Service Levels Schedule](#) does not apply to the Service Levels or Performance Objective in this section 7.

*Section 8 sets out the Service Levels, Performance Objectives and Service Fault Rebates that **nbn** offers for Service Fault rectification (other than Enhanced Fault rectification). See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

8. Service Fault rectification

8.1 Service Levels for End User Fault rectification

The Service Levels for rectification of End User Faults from the time of Trouble Ticket Acceptance are:

Location of Premises	End User Fault rectification Service Level by nbn ™ Network	
	Fibre Network, FTTB Network, FTTN Network, HFC Network ¹ and Wireless Network	Satellite Network
Urban Area and other locations where End User Fault does not require external or internal plant work or nbn attendance at Premises	5:00pm next Business Day	5:00pm next Business Day ² 5:00pm third Business Day ³
Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm second Business Day	5:00pm third Business Day
Remote Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm third Business Day	5:00pm fourth Business Day
Isolated Area where End User Fault requires external or internal plant work or nbn attendance at Premises	N/A	5:00pm tenth Business Day
Limited Access Area where End User Fault requires external or internal plant work or nbn attendance at Premises	N/A	N/A ⁴

Notes:

1 No Premises served by the HFC Network will be located in an area other than an Urban Area.

2 Applies to a location (including an Urban Area) where the End User Fault does not require external or internal plant work or **nbn** attendance at Premises.

3 Applies to an Urban Area only where the End User Fault requires external or internal plant work or **nbn** attendance at Premises.

4 An Operational Target applies: see section 19.9.

8.2 Service Levels for Priority Assistance Fault rectification

The Service Levels for rectification of Priority Assistance Faults from the time of Trouble Ticket Acknowledgement are:

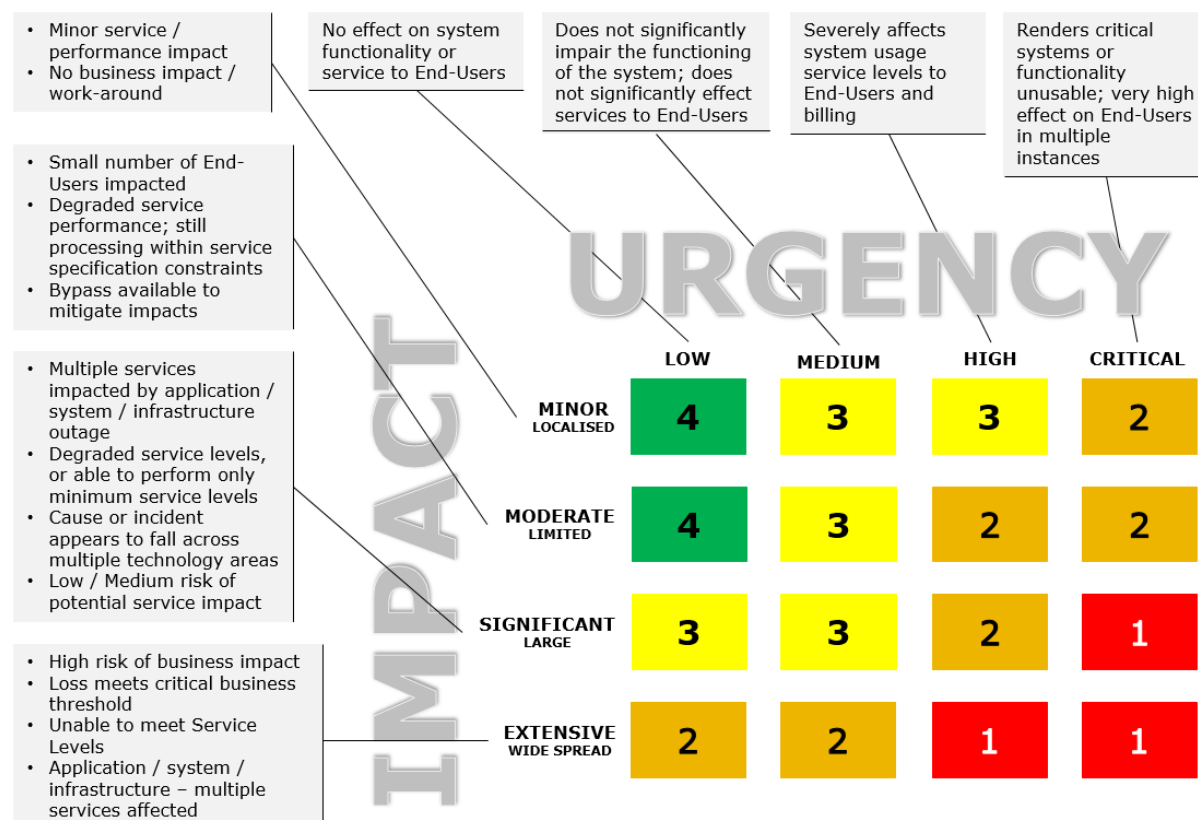
Location of Premises	Priority Assistance Fault rectification Service Levels (hours)
Urban Area, Major Rural Area or Minor Rural Area.	24
Remote Area where Priority Assistance Fault does not require external or internal plant work or nbn attendance at Premises	
Remote Area where Priority Assistance Fault requires external or internal plant work or nbn attendance at Premises	48

8.3 Service Levels for Network Fault Response and rectification

(a) The Service Levels for Network Fault Responses and rectification of Network Faults, each from the time an Infrastructure Restoration Trouble Ticket is raised by **nbn**, are:

Incident Priority (see table in (b) below)	Service Level	
	Network Fault Response (hours)	Network Fault rectification (hours)
1	0.5	6
2	1	12
3	2	20
4	4	28

(b) **nbn** will determine the incident priority for a Network Fault in accordance with the priority matrix below:



8.4 Performance Objectives

(a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
End User Faults (excluding Priority Assistance Faults) rectified in	90% or more

accordance with the relevant Service Levels	
Priority Assistance Faults rectified in accordance with the relevant Service Levels	100%
Network Faults Responded to in accordance with the relevant Service Levels	90% or more
Network Faults rectified in accordance with the relevant Service Levels	90% or more

- (b) Each Performance Objective in this section 8.4 is measured based on the total number of all of **nbn**'s customers' Trouble Tickets in each category which are responded to or rectified by **nbn** (as the case may be) in each month.

8.5 Service Fault Rebate

- (a) A Service Fault Rebate may be payable in relation to End User Fault rectification (except in respect of End User Fault rectifications in Limited Access Areas). Service Fault Rebates do not apply to Priority Assistance Faults, Enhanced Faults or End User Faults which are Closed on the basis that they are External Faults.
- (b) Service Fault Rebates (if any) are calculated in accordance with the following formula:

<p>Service Fault Rebate = Credit Instances × \$25</p>
--

Where:

Credit Instances = (90% – Actual Performance) × Customer End User Faults

Actual Performance means the percentage of Total End User Faults rectified by **nbn** in accordance with the relevant Service Levels in the relevant month.

Customer End User Faults means the number of Total End User Faults that **nbn** has rectified for Customer in the relevant month.

Total End User Faults means the total number of all end user faults rectified by **nbn** for all customers in the relevant month, excluding:

- (i) end user fault rectifications in Limited Access Areas;
 - (ii) priority assistance faults;
 - (iii) enhanced faults; and
 - (iv) any end user fault which is Closed on the basis that it is an External Fault.
- (c) If **nbn** is liable to Customer for CSG Compensation or under section 118A of the TCPSS Act in connection with the rectification of any End User Fault, **nbn** may:
- (i) reduce the amount of any future Service Fault Rebates that are or become payable to Customer; and
 - (ii) by giving notice, require Customer to repay any previous Service Fault Rebates paid to Customer,

up to an amount equal to the total of **nbn**'s liability to Customer for CSG Compensation and under section 118A of the TCPSS Act in connection with End User Fault rectification.

- (d) Customer must submit any claim for a Service Fault Rebate within 6 months from the last day of the month to which the Service Fault Rebate relates.
- (e) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to Customer in connection with an End User Fault in respect of which **nbn** has previously paid a Service Fault Rebate to Customer:
 - (i) the amount of the Service Fault Rebate that **nbn** determines, acting reasonably, reflects the portion of the Service Fault Rebate payable in respect of that particular End User Fault will cease to be a Service Fault Rebate for the purposes of Module E of the [Head Terms](#); and
 - (ii) that amount will be deemed to have been paid in satisfaction of any Liability in connection with that End User Fault to which clause E1.3(a) of the [Head Terms](#) applies; and
 - (iii) for the avoidance of doubt, **nbn** will have no further Liability to Customer under this section 8.5 in respect of that End User Fault.

8.6 Conditions

- (a) The Service Levels do not apply to End User Faults or Network Faults caused by use of an Ordered Product which breaches the [nbn™ Ethernet Fair Use Policy](#).
- (b) The Service Levels for Service Faults do not apply if Customer does not use the correct notification procedure in accordance with Module 5 of the [WBA Operations Manual](#).
- (c) The Service Levels for Service Fault response and rectification are the Service Levels that apply at the time the relevant Trouble Ticket is raised or the time of Trouble Ticket Acknowledgement or Trouble Ticket Acceptance (as relevant to the applicable Service Level).

8.7 Costs reimbursement for Priority Assistance Fault rectification

If:

- (a) **nbn** does not achieve, or notifies a Customer that it expects not to achieve, a Priority Assistance Fault rectification Service Level; and
- (b) Customer provides the relevant Contracted End User with an interim service for the period until the fault is rectified,

nbn will pay Customer the Interim Service Amount. The process for determining and claiming this amount is set out in Module 6 of the [WBA Operations Manual](#).

*Section 9 sets out the Service Levels and Performance Objectives that **nbn** offers for Enhanced Fault rectification. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

9. Enhanced Fault rectification

9.1 Service Levels for Enhanced Fault rectification

The Service Levels for rectification of Enhanced Faults from the time of Trouble Ticket Acknowledgement are:

Enhanced Fault Rectification Service option	Enhanced Fault rectification Service Levels by location of Premises (hours)*		
	Urban Area / Major Rural Area, Minor Rural Area and Remote Area where the Enhanced Fault does not require external or internal plant work or nbn attendance at Premises	Major Rural Area and Minor Rural Area where the Enhanced Fault requires external or internal plant work or nbn attendance at Premises	Remote Area where the Enhanced Fault requires external or internal plant work or nbn attendance at Premises
Enhanced-4	4	18	32
Enhanced-4 (24/7)	4	18	32
Enhanced-6	6	20	34
Enhanced-6 (24/7)	6	20	34
Enhanced-8	8	22	36
Enhanced-8 (24/7)	8	22	36
Enhanced-12	12	26	40
Enhanced-12 (24/7)	12	26	40

* **Note:** The Service Levels above are each calculated by reference to the Operational Hours that apply to the relevant Enhanced Fault Rectification Service option. Part E explains how Operational Hours are calculated.

9.2 Performance Objective

- (a) **nbn** will aim to achieve the following Performance Objective in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
Enhanced Fault rectification	95% or more

- (b) The Performance Objective in this section 9.2 is measured based on the total number of all of **nbn**'s customers' Enhanced Faults rectified in accordance with the relevant Service Level each month.

9.3 Calculation of the Enhanced Fault Rectification Rebate

Where **nbn** supplies Customer with an Enhanced Fault Rectification Service in respect of an Ordered Product, **nbn** will provide Customer with an Enhanced Fault Rectification Rebate if **nbn** does not achieve an Enhanced Fault rectification Service Level in respect of that Ordered Product as follows:

Enhanced Fault not rectified in accordance with Service Level	Rebate Amount per Ordered Product
First occurrence in Billing Period	The relevant Enhanced Fault Rectification Service recurring Charge payable by Customer in the relevant Billing Period
First and each subsequent	For each full hour in excess of the Service Level for the

occurrence in Billing Period	Enhanced Fault Rectification Service, 20% of the AVC and UNI recurring Charges payable by Customer for that Billing Period
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9.4 Conditions

- (a) The Enhanced Fault Rectification Rebate for an Ordered Product is capped in each Billing Period at the sum of the relevant:
- (i) Enhanced Fault Rectification Service recurring Charge payable by Customer for that Billing Period; and
 - (ii) AVC and UNI recurring Charges payable for the supply of the Ordered Product in that Billing Period.
- (b) **nbn** will credit Customer within 6 months of the relevant Billing Period the amount of any Enhanced Fault Rectification Rebate claimed by Customer in accordance with the claims process contained in section 7.5 of the [WBA Operations Manual](#).

9.5 No double recovery

- (a) **nbn** is not required to pay Customer a Rebate under section 9.3 to the extent that **nbn** has paid Customer CSG Compensation pursuant to section 17, or has already compensated Customer or Downstream Service Provider (or been found liable by a court of competent jurisdiction to compensate Customer) pursuant to section 118A of the TCPSS Act, for the act or omission of **nbn** giving rise to the rebate.
- (b) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to Customer in connection with an Enhanced Fault in respect of which **nbn** has previously paid an Enhanced Fault Rebate to Customer:
- (i) that amount of the Enhanced Fault Rebate will cease to be an Enhanced Fault Rebate for the purposes of Module E of the [Head Terms](#);
 - (ii) that amount will be deemed to have been paid in satisfaction of any Liability in connection with that Enhanced Fault to which clause E1.3(a) of the [Head Terms](#) applies; and
 - (iii) for the avoidance of doubt, **nbn** will have no further Liability to Customer under this section 9 in respect of that Enhanced Fault.

*Section 10 sets out the Service Levels and Performance Objectives that **nbn** offers for End User Fault rectification Appointments. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

10. End User Fault rectification Appointments

10.1 Service Levels for kept End User Fault rectification Appointments

The Service Levels for Actual Trouble Ticket Appointments to attend a Premises made by Customer and confirmed by **nbn** for rectification of End User Faults (including Enhanced Faults and Priority Assistance Faults) are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter

Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area, Remote Area, Isolated Area or Limited Access Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

10.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Commitment	Performance Objective
Actual Trouble Ticket Appointments (excluding any initial Actual Trouble Ticket Appointments that were previously rescheduled) kept in accordance with the Service Levels	90% or more
Initial Actual Trouble Ticket Appointments rescheduled	5% or less
Initial Actual Trouble Ticket Appointments that were previously rescheduled kept in accordance with the Service Levels	95% or more

- (b) Each Performance Objective in this section 10.2 is measured based on the total number of initial End User Fault rectification Actual Trouble Ticket Appointments kept or rescheduled (as the case may be) for all of **nbn**'s customers each month.

10.3 Conditions

- (a) **nbn** may change the Appointment window for any Trouble Ticket Appointment where the Contracted End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises:
- (i) by giving Customer more than 26 hours' notice;
 - (ii) by obtaining the agreement of the Contracted End User (or their representative); or
 - (iii) in respect of End User Faults related to the Satellite Network, without limiting sections 10.3(a)(i) or 10.3(a)(ii), where permitted by the [WBA Operations Manual](#), prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.

Note: When Customer reserves a Trouble Ticket Appointment in respect of **nbn**TM Ethernet (Satellite), Customer is reserving assurance capacity (that is, the reserved Trouble Ticket Appointment may not be the date that the Trouble Ticket Appointment will occur). **nbn** will contact the Contracted End User (or their authorised representative aged 18 or over) to schedule the Actual Trouble Ticket Appointment in accordance with the [WBA Operations Manual](#).

- (b) For the purposes of this section 10, the term "rescheduled" means an Actual Trouble Ticket Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Premises within the Service Levels but does not include a Trouble Ticket Appointment where the Appointment window is:

- (i) changed as permitted under section 10.3(a); or
 - (ii) rescheduled due to circumstances beyond **nbn**'s reasonable control, including where **nbn**'s failure or inability to attend a Trouble Ticket Appointment is caused or contributed to by Customer, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Levels and Performance Objectives in this section 10 do not apply where the Contracted End User (or their representative) was not at the Premises for the initial Actual Trouble Ticket Appointment.

*Section 11 sets out the Performance Objective that **nbn** offers for Voiceband Reinstatements and Transition Reversals. See section 20 for rules of interpretation that apply to these Performance Objectives.*

11. Voiceband Reinstatement and Transition Reversals

11.1 Performance Objective

- (a) **nbn** will aim to complete 90% or more of all Voiceband Reinstatements and Transition Reversals in 4 Business Days from the time of acknowledgement by **nbn** of its acceptance of a Service Request for a Voiceband Reinstatement or Transition Reversal (as the case may be).
- (b) This Performance Objective is measured based on the total number of Voiceband Reinstatements and Transition Reversals completed by **nbn** for all of **nbn**'s customers each month.

11.2 Conditions

The calculation of the Performance Objective for Voiceband Reinstatements and Transition Reversals will not include any Voiceband Reinstatement or Transition Reversal where an **nbn** customer failed to comply with the Service Request process set out in Module 4 of the [WBA Operations Manual](#).

*Section 12 sets out the Service Levels and Performance Objectives that **nbn** offers for modifications. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

12. Modifications

12.1 Service Levels for Access Component Modifications

- (a) The Service Level for Access Component Modifications that do not require attendance at Premises from the time of Order Acknowledgement is:

Activity	Service Level (Business Day)
Access Component Modification (no attendance at Premises required)	1

- (b) The Service Levels for Access Component Modifications that require attendance at Premises, Professional Splitter Installations and Priority Assistance Modifications at Premises where a Power Supply (Standard) is installed, from the time of Order Acknowledgement are:

- (i) in respect of the Fibre Network, FTTB Network, FTTN Network, HFC Network and Wireless Network:

Location of Premises*	Service Level (Business Days)
Urban Area	9
Major Rural Area or Minor Rural Area	14
Remote Area	19

* **Note:** No Premises served by the HFC Network will be located in an area other than an Urban Area.

- (ii) in respect of the Satellite Network:

Location of Premises	Service Level (Business Days)
Urban Area, Major Rural Area, Minor Rural Area or Remote Area	20
Isolated Area	35
Limited Access Area	N/A*

* **Note:** An Operational Target applies: see section 19.9.

12.2 Connectivity Component modifications

The Service Levels for Connectivity Component modifications from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
CVC Component Modification	5

12.3 Multicast Domain Modifications

The Service Levels for Multicast Domain Modifications from the time of Order Acknowledgement are:

Activity	Fibre Network Service Level (Business Days)
Service Impacting Multicast Domain Modification or Non Service Impacting Multicast Domain Modification	5

12.4 Exceeded Configured Peak Bandwidth Event in relation to a Multicast Domain

The Service Level for responding to an Exceeded Configured Peak Bandwidth Event in relation to a Multicast Domain from the time of that event is:

Activity	Fibre Network Service Level
Notification of Exceeded Configured Peak	Within 30 minutes of the exceeded bandwidth

Bandwidth Event	event
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12.5 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
Access Component Modification (no attendance at Premises required)	90% or more
Access Component Modification (attendance at Premises required)	90% or more
CVC Component Modification	90% or more
Service Impacting Multicast Domain Modification or Non Service Impacting Multicast Domain Modification	90% or more
Notification of Exceeded Configured Peak Bandwidth Event	90% or more

- (b) Each Performance Objective in this section 12.5 is measured based on the total number of the relevant category of modifications or notifications (as the case may be) completed within the relevant Service Level for all of **nbn**'s customers each month.

12.6 Conditions

- (a) Customer must maintain and retain up-to-date and accurate records, materials, documents and correspondence relevant to each Priority Assistance Modification and, on request, provide **nbn** with access to such information.
- (b) **nbn** will only contact Customer in relation to Exceeded Configured Peak Bandwidth Events in accordance with the process set out in Module 5 of the [WBA Operations Manual](#).

*Section 13 sets out the Service Levels and Performance Objective that **nbn** offers for disconnections. See section 20 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

13. Disconnections

13.1 Service Levels for Access Component Disconnections

The Service Levels for Access Component Disconnections from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Order received on a Business Day	Completed by the end of the following Business Day

13.2 Performance Objective

- (a) **nbn** will aim to achieve the following Performance Objective in connection with the Service Level set out in this section:

Relevant Service Level	Performance Objective
Access Component Disconnection	90% or more

- (b) The Performance Objective in this section 13.2 is measured based on the total number of all Access Components Disconnections completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

*Section 14 sets out the Performance Objectives that **nbn** offers for Network Availability and utilisation management. See section 20 for rules of interpretation that apply to these Performance Objectives.*

14. Network performance and availability

14.1 Performance Objective for Network Availability

- (a) **nbn** will aim to achieve Network Availability of:
- (i) 99.90% in respect of all relevant ordered products supplied to all of **nbn**'s customers over the **nbn**TM Network other than those supplied by means of the Satellite Network; and
 - (ii) 99.70% in respect of all relevant ordered products supplied to all of **nbn**'s customers over the **nbn**TM Network by means of the Satellite Network.
- (b) The Performance Objective in each of sections 14.1(a)(i) and 14.1(a)(ii) is measured based on combined availability of all relevant ordered products (between NNI operating in chassis-diverse mode and the UNI) supplied by **nbn** over the relevant network(s) to all of **nbn**'s customers in each 12 month period referred to in section 15.3(a)(iii).
- (c) **Network Availability** is calculated separately under each of sections 14.1(a)(i) and 14.1(a)(ii) as follows:

$$\frac{(\text{Measurement Period} - \text{Unavailable Time})}{\text{Measurement Period}} \times 100$$

Where, for the purposes of this section 14:

Measurement Period means, in respect of the relevant 12 month period, the aggregate of the total number of minutes for which **nbn** has agreed to supply each relevant ordered product to all of **nbn**'s customers over the relevant network(s) during that 12 month period (excluding Planned Outages).

Unavailable Time means, in respect of the relevant 12 month period, the total number of minutes that each relevant ordered product which **nbn** has agreed to supply to all of **nbn**'s customers over the relevant network(s) during that 12 month period was Unavailable.

Note: Exclusions apply as set out in section 14.2(b).

Unavailable means where TC-1, TC-2 and/or TC-4 connectivity between the NNI operating in chassis-diverse mode and the UNI is Lost. This is measured from the time that a corresponding service fault rectification service level measurement starts in relation to that loss of connectivity until it ends.

Lost means where a service fault has occurred, **nbn** has raised, acknowledged or accepted a Trouble Ticket (as applicable) in respect of the service fault and **nbn** has determined, acting reasonably, that the service fault relates to a total loss of connectivity in relation to an ordered product.

Note: *Unavailable Time is measured in actual minutes. Any time during which multiple service fault rectification service levels apply concurrently will only be measured once.*

- (d) For the purposes of this section 14.1, a “relevant ordered product” means any ordered product that is supplied by **nbn** under one of the Product Modules specified by **nbn** from time to time for the purposes of this section 14.1.

14.2 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when:
- (i) the Fibre Network, FTTB Network, FTTN Network, HFC Network and Wireless Network; and
 - (ii) the Satellite Network,
- (as applicable) are in active operation and excludes any time when modifications, activations or installations are occurring.
- (b) When calculating Network Availability, Unavailable Time does not apply where connectivity is Lost owing to:
- (i) any event or matter excluded under section 21 under this Agreement or under any Other Wholesale Broadband Agreement;
 - (ii) any Planned Outages (including HFC Rollout Planned Outages) or interruptions permitted under clause C15.3 of the [Head Terms](#) under this Agreement or under any Other Wholesale Broadband Agreement;
 - (iii) a matter, thing, event or circumstance that occurs outside the **nbn**TM Network Boundaries;
 - (iv) any Power Outage:
 - (A) at an MDU Site or affecting any **nbn**TM Equipment located at that MDU Site;
 - (B) affecting an **nbn**TM Node or any other active equipment that forms part of the FTTB Network or the FTTN Network and is not located within a Type 1 Facility or a Type 2 Facility; or
 - (C) affecting an HFC Optical Node or any other active equipment that forms part of the HFC Network and is not located within a Type 1 Facility or a Type 2 Facility; or
 - (v) breach of the [nbn](#)TM [Ethernet Fair Use Policy](#) under this Agreement or under any Other Wholesale Broadband Agreement.
- (c) The Performance Objective for Network Availability is based on modelling using a set of assumptions regarding future network performance and may be modified by **nbn** following analysis of empirical Network Availability performance data gathered over time.

14.3 Performance Objectives for Utilisation Management

- (a) Where AVC TC-4s are supplied in a contended manner on parts of **nbn**'s transit backhaul network for the Fibre Network, FTTB Network, FTTN Network and HFC Network (the **Shared Network Resources**), **nbn** will dimension the average busy hour throughput of the Shared Network Resources at a minimum of:
- (i) 350kbps per AVC TC-4 (PIR) for the following AVC TC-4 bandwidth profiles together:

- (A) in the case of the Fibre Network and HFC Network, 12/1 Mbps, 25/5 Mbps, 25/10 Mbps, 50/20 Mbps and 100/40 Mbps; and
 - (B) in the case of the FTTB Network and FTTN Network, 12/1 Mbps, 25/5 Mbps, 25/5-10 Mbps, 25-50/5-20 Mbps and 25-100/5-40 Mbps; and
 - (ii) in the case of the Fibre Network, 2Mbps per AVC TC-4 for the following AVC TC-4 bandwidth profiles together: 250/100 Mbps, 500/200 Mbps and 1000/400 Mbps.
- (b) If **nbn** considers that:
- (i) more than 70% of a Shared Network Resource is being or has been utilised for a continuous period of 30 minutes or more on 3 or more separate occasions during any fixed 21 day period (**Utilisation Threshold**); and
 - (ii) the excess utilisation is not due to one-off network events (such as fail-over to a reduced capacity secondary link) or breach of the [nbn™ Ethernet Fair Use Policy](#),

nbn will aim to return the utilisation of the relevant Shared Network Resource to a level at or below the Utilisation Threshold within 15 Business Days (**Utilisation Management Performance Objective**).

14.4 Conditions for Utilisation Management Performance Objective

- (a) The Utilisation Management Performance Objective only applies in relation to Shared Network Resources.
- (b) **nbn** will not be required to take any action to achieve the Utilisation Management Performance Objective in relation to any transit backhaul networks other than **nbn**'s transit backhaul network.

Part B: Measurement and Corrective Action

15. Measurement

15.1 Measurement and monitoring

nbn will measure and monitor its performance, and produce reports based on that information, in relation to each Activity and Network Availability (**Performance Reports**).

15.2 Information accuracy

- (a) Performance Reports and any measurement and monitoring information produced by **nbn** are the Confidential Information of **nbn**.
- (b) **nbn** will:
 - (i) use its reasonable endeavours to:
 - (A) ensure that the Performance Reports generated by the measurement and monitoring tools are accurate (including by correcting any inaccuracies); and
 - (B) notify Customer within 10 Business Days of becoming aware of any inaccuracy; and
 - (ii) engage an independent auditor to review the general accuracy of its measurement and monitoring tools at least once during the Term and notify Customer of the outcome of that review.

15.3 Reporting

- (a) **nbn** will provide a Performance Report to Customer on **nbn**'s performance of:
 - (i) the Activities in each month, on or about 20 Business Days after the end of the month;
 - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the Quarter; and
 - (iii) Network Availability on or about 20 Business Days after the end of each Quarter for the 12 month period ending at the end of the relevant Quarter.
- (b) **nbn** may, from time to time, include additional information about **nbn**'s performance in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

15.4 Data Enquiries

- (a) Customer may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact):
 - (i) regarding a Performance Report within 6 months after the end of the period to which the Performance Report applies; or
 - (ii) requesting additional performance reporting about an order or Trouble Ticket as permitted under paragraph (b) of the definition of 'Data Enquiry', within 6 months of that order or Trouble Ticket being finalised.

- (b) **nbn** must use reasonable endeavours to respond to a Data Enquiry within a reasonable time after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

16. Corrective Action

16.1 Corrective Action

- (a) Subject to section 16.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
 - (i) inform Customer of the reasons for that non-achievement;
 - (ii) provide Customer with a corrective action plan that sets out the relevant Corrective Action that **nbn** will undertake to address the non-achievement;
 - (iii) undertake the relevant Corrective Action; and
 - (iv) notify Customer as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:
 - (i) take each action in section 16.1(a) as soon as reasonably practicable following the identification of the non-achievement of a Performance Objective by **nbn**; and
 - (ii) provide a corrective action plan under section 16.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to Customer under section 15.3.

16.2 Conditions

- (a) **nbn** is not required to provide the information set out above or undertake any Corrective Action in a measurement period if **nbn** has already provided information or performed, or is in the process of performing, Corrective Action in relation to an earlier event with the same cause as the subsequent event.
- (b) Corrective Action in the case of Network Availability may include the incremental improvement of Network Availability as the **nbn**TM Network is expanded and improved in accordance with **nbn**'s Rollout Plans.

Part C: CSG Compensation

17. CSG Compensation

17.1 **nbn's** obligation to credit CSG Compensation to Customer

- (a) Subject to section 17.2, Customer may claim from **nbn**, and **nbn** will credit to Customer, CSG Compensation on Accelerated Connections, Appointments associated with End User Connections, End User Fault rectifications and End User Fault rectification Appointments if:
- (i) Customer or a Downstream Service Provider contravenes a performance standard that applies pursuant to the CSG Standard in respect of a Customer Product or Downstream Product;
 - (ii) the contravention relates to a particular Contracted End User;
 - (iii) Customer or Downstream Service Provider (as applicable) is liable to pay Primary Damages to that Contracted End User for that contravention;
 - (iv) that contravention is wholly or partly caused or contributed to by an act or omission of **nbn**; and
 - (v) Customer or Downstream Service Provider (as the case may be) has discharged its liability for the Primary Damages.
- (b) **nbn** is not obliged to pay or credit CSG Compensation to Customer unless:
- (i) in the case of a Connect Order, Customer has ordered the Access Components as an Accelerated Connection and the relevant Premises meets the requirements of an Accelerated Connection;
 - (ii) Customer and Downstream Service Provider (as applicable) have mitigated the Primary Damages to which the claim relates in accordance with section 18; and
 - (iii) Customer and Downstream Service Provider (as applicable) have used reasonable endeavours to ensure that a claim relating to this section 17 is made as soon as is reasonably practicable after Customer or Downstream Service Provider (as applicable) becomes aware of the liability to pay those Primary Damages and, in any event, within 2 years after Customer or Downstream Service Provider (as applicable) paid those Primary Damages.
- (c) Without limiting section 17.3(b), Customer must only submit one claim for CSG Compensation in respect of all liability incurred by Customer and any Downstream Service Provider in connection with all acts and omissions contributing to a single CSG contravention.

17.2 When CSG Compensation is not payable

- (a) No CSG Compensation is payable under this section 17 in respect of any:
- (i) Migration Connection;
 - (ii) Standard Connection; or
 - (iii) Ordered Product supplied using the Wireless Network or Satellite Network.

17.3 Process for calculating, claiming and crediting CSG Compensation

- (a) Customer may claim from **nbn**, and **nbn** will credit to Customer, CSG Compensation payable under this section 17 in accordance with the processes set out in section 7.5 of the [WBA Operations Manual](#).
- (b) The amount of CSG Compensation that **nbn** is liable to credit under this [nbn™ Ethernet Service Levels Schedule](#) is the amount equal to that part of any Primary Damages caused or contributed to by **nbn**.
- (c) If Customer submits any claim for CSG Compensation, Customer must quantify the proportion of Primary Damages that Customer claims **nbn** is liable to contribute to under section 17.1(a).

17.4 Audit rights

- (a) From time to time, **nbn** may appoint a person as a CSG Auditor.
- (b) Customer must cooperate, and must use reasonable endeavours to ensure that the relevant Downstream Service Providers cooperate, with the CSG Auditor to assist with the audit of any Claims for CSG Compensation made by Customer under this section 17.
- (c) Customer must disclose, and must use reasonable endeavours to ensure that the relevant Downstream Service Providers disclose, to the CSG Auditor all records, materials, documents and correspondence which are relevant to the audit, subject to the CSG Auditor entering into reasonable undertakings to protect the confidentiality of such information during the audit.
- (d) If **nbn** has paid or credited any amount as CSG Compensation to Customer under this section 17, Customer must repay that amount to **nbn** in accordance with clause B6 of the [Head Terms](#) if:
 - (i) it is subsequently determined (either as a result of the audit, or otherwise) that Customer was not entitled to claim that CSG Compensation from **nbn**;
 - (ii) Customer or Downstream Service Provider does not cooperate with the CSG Auditor to assist with the audit of any Claims for CSG Compensation made by Customer under this section 17; or
 - (iii) Customer or Downstream Service Provider does not disclose to the CSG Auditor all records, materials, documents and correspondence which are relevant to the audit in circumstances where the CSG Auditor is willing to enter into reasonable undertakings to protect the confidentiality of such information during the audit.

18. Mitigation of damages

- (a) Customer must take, and must use reasonable endeavours to ensure that Downstream Service Provider takes, all reasonable action to avoid or mitigate their liability to pay Primary Damages under the CSG Standard where **nbn** may be liable to pay CSG Compensation under this [nbn™ Ethernet Service Levels Schedule](#) or secondary damages under section 118A of the TCPSS Act.
- (b) For the purpose of section 18(a), actions that are reasonably available to Customer and Downstream Service Providers (as applicable) may include:
 - (i) making a reasonable offer to supply the relevant End User with an alternative or interim service, including the supply of a carriage service by means of the **nbn™** Copper Network, Other Copper Network, HFC Network or Other HFC Network so as

- to mitigate Customer's or Downstream Service Provider's liability to pay Primary Damages under the CSG Standard;
 - (ii) applying for and claiming the benefit of any applicable exemptions that may be available to Customer or Downstream Service Provider under Part 3 of the CSG Standard;
 - (iii) subject to section 18(c), requesting a Contracted End User to provide a waiver under Part 5 of the CSG Standard where that Contracted End User is not prohibited from providing that waiver under section 120(7) of the TCPSS Act; and
 - (iv) in the case of the universal service provider for the relevant universal service area, relying on its Standard Marketing Plan to avoid or mitigate its liability to pay Primary Damages under the CSG Standard.
- (c) Nothing in sections 18(a) or 18(b) requires Customer or Downstream Service Provider to:
- (i) supply an End User with an interim service if Customer or Downstream Service Provider (as applicable) determines, acting reasonably, that the cost of supplying the interim service will exceed the amount of Primary Damages which Customer or Downstream Service Provider (as applicable) would otherwise be liable for under the CSG Standard; or
 - (ii) request that a Contracted End User provides a waiver under Part 5 of the CSG Standard in respect of a fault rectification performance standard under Part 2 Division 3 of the CSG Standard.

Part D: Operational Targets

Section 19 sets out the Operational Targets that **nbn** has set in relation to certain Service Levels. See section 20 for rules of interpretation that apply to these Operational Targets.

19. Operational Targets

The Operational Targets are non-binding and aspirational. They may be developed into Service Levels in the future.

19.1 Fault Rectification

nbn's Operational Targets for Network Fault Updates are:

Operational Target activity	Operational Target
Network Fault Update (Incident priority 1)	Hourly
Network Fault Update (Incident priority 2)	Every 2 hours
Network Fault Update (Incident priority 3)	Every 4 hours
Network Fault Update (Incident priority 4)	Every 6 hours

Note: Refer to table in section 8.3(b) for incident priorities.

19.2 Access Component Modifications

nbn's Operational Target for Access Component Modifications, which do not require attendance at Premises, from the time of Order Acknowledgement is:

Operational Target (hours)
6

19.3 FTTB/FTTN Transition Orders

nbn's Operational Target for Transition Orders in respect of **nbn**TM Ethernet (FTTB) and **nbn**TM Ethernet (FTTN) is to complete the Transition Order by 3:00pm AET on the Business Day on which the Transition Order is completed.

19.4 Remediation

nbn will aim to achieve the following Operational Targets, measured from the date a Remediation Case is opened by **nbn** in accordance with the [WBA Operations Manual](#):

Activity	Operational Target
For Remediation Cases nbn opens between the Start Date and the Enhanced Remediation Date (inclusive), close the Remediation Case (where possible) or notify Customer that Remediation Case requires a Standard Remediation Solution or Custom Remediation Solution in accordance with section 5.2.8 of the WBA Operations Manual .	40 Business Days
For Remediation Cases nbn opens after the Enhanced Remediation Date, close the	20 Business Days

Remediation Case (where possible) or notify Customer that Remediation Case requires a Standard Remediation Solution or Custom Remediation Solution in accordance with section 5.2.8 of the WBA Operations Manual .	
If a Remediation Case requires a Standard Remediation Solution, complete the Standard Remediation Solution in accordance with section 5.2.8 of the WBA Operations Manual .	140 Business Days

19.5 FTTN Design Site Qualification

nbn will aim to achieve the following Operational Target for a Design Site Qualification in respect of a Premises or **nbn**TM Copper Pair that is designated as Service Class 11 (measured from the time that a Held status is applied to the relevant order in accordance with the [WBA Operations Manual](#)):

Activity	Operational Target
Complete Design Site Qualification	5 Business Days

19.6 FTTB/FTTN CIR Objective not achieved during End User Connection

nbn will aim to achieve the following Operational Target in respect of an End User Connection for a **nbn**TM Ethernet Ordered Product in respect of a Premises or **nbn**TM Copper Pair that is designated as Service Class 11 or Service Class 12:

Activity	Operational Target
Notify Customer that the nbn TM Copper Pair is not capable of supporting the ordered AVC TC-2 bandwidth profile in accordance with the WBA Operations Manual	On the day on which the Installation Appointment occurs

19.7 Interference Mitigation

nbn will aim to achieve the following Operational Target measured from the date an Interference Mitigation Case is opened by **nbn** in accordance with the [WBA Operations Manual](#):

Activity	Operational Target
Close the Interference Mitigation Case (where possible) or notify Customer that (i) Interference Mitigation Case requires an Interference Mitigation Solution or (ii) the relevant Interference Event is beyond nbn 's reasonable control in accordance with section 5.2.9 of the WBA Operations Manual .	On or before the date notified by nbn

19.8 Network Availability

nbn will aim to achieve an Operational Target for Network Availability in the case of **nbn**TM Ethernet (FTTN) of 99.80%, measured in accordance with and subject to the conditions in sections 14.1 and 14.2.

19.9 Limited Access Areas

nbn will aim to achieve the following Operational Targets for Activities in respect of Premises in a Limited Access Area (measured from the time of Order Acknowledgement or the time of Trouble Ticket Acceptance, as applicable):

Activity	Operational Target
Standard Connection at a Premises that is designated as Service Class 8	90 calendar days
End User Fault rectification where an End User Fault requires external or internal plant work or nbn attendance at Premises	90 calendar days
Access Component Modification that requires attendance at a Premises	90 calendar days

Part E: Interpretation and Exclusions

20. Interpretation

20.1 Service Levels apply in Operational Hours

- (a) All references to time in this **nbn**TM Ethernet Service Levels Schedule are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 0800 to 1700 local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
Priority Assistance Fault Response Priority Assistance Fault rectification Network Availability Network Fault Response Network Fault rectification Utilisation management Enhanced-12 (24/7) Enhanced-8 (24/7) Enhanced-6 (24/7) Enhanced-4 (24/7)	24 hours a day
Enhanced-12 Enhanced-8 Enhanced-6 Enhanced-4	0700 to 2100 local time at the Premises to which the Trouble Ticket relates
Remediation Interference Mitigation	0800 to 1700 Australian Eastern Time on Business Days

- (c) Unless specified otherwise, measurement of **nbn**'s performance:
- (i) starts:
- (A) during Operational Hours, immediately; and
- (B) outside of Operational Hours, at the start of the next Operational Hour, after Order Acknowledgement, Trouble Ticket is raised, Trouble Ticket Acknowledgement, or Trouble Ticket Acceptance (as applicable); and
- (ii) ends at the time at which **nbn** notifies Customer (by any means permitted under this Agreement) that **nbn** has responded, successfully completed the relevant work, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement.
- (d) Subject to section 7.3, if:
- (i) a 'Pending' Status is applied to any order or Trouble Ticket;
- (ii) a 'Held' Status is applied to any order or Trouble Ticket due to a matter beyond **nbn**'s control;

(iii) a 'Held' Status is applied to any order while **nbn** performs any Design Site Qualification, Remediation or Interference Mitigation in connection with a CIR Objective; or

(iv) a 'Resolved' Status is applied to any Trouble Ticket,

measurement of **nbn**'s performance will be suspended for the period that matter causes or contributes to that status.

20.2 Calculating time

(a) Unless otherwise specified:

If the period of time is expressed to:	then the period of time:
occur within a number of Business Days	<ul style="list-style-type: none"> ends at the end of the last Operational Hour on the last of those Business Days; and excludes the day on which the relevant order is placed, a Remediation Case is opened or an Interference Mitigation Case is opened.
occur between 2 days	includes both days.
begin from a specified day or hour	does not include that particular day or hour (as the case may be).
end, for a Service Fault, upon rectification	ends when nbn first sends Customer a Closed Notification.

(b) For the purposes of calculating the Business Day on which **nbn** completes an Activity, if **nbn** completes an Activity outside of Operational Hours, the Activity is deemed to have been completed during the immediately preceding Operational Hour.

20.3 Pro Rata measurement

If this Agreement is executed, terminated or expires part way through a measurement period, the measurement of **nbn**'s performance under this **nbn**TM Ethernet Service Levels Schedule will be pro-rated to reflect that shorter period.

20.4 Effect of a Change to Service Class

If there is a change to a Service Class, the relevant performance standard applicable to the new Service Class will apply for the purposes of this **nbn**TM Ethernet Service Levels Schedule from the time of change.

21. Exclusions

(a) The sole consequence of a failure of **nbn** to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this **nbn**TM Ethernet Service Levels Schedule and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.

(b) A failure to meet the Operational Targets will not be regarded as a breach of the Agreement.

(c) Service Levels, Performance Objectives and Operational Targets do not apply for the period and to the extent that:

- (i) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels, Performance Objectives or Operational Targets; or
 - (ii) **nbn**'s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by an Excluded Event, a Customer Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.
- (d) Without limiting section 21(c), Service Levels, Performance Objectives and Operational Targets do not apply for the period and to the extent that **nbn**'s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by:
- (i) inaccuracy, incompleteness, inadequacy in performance or unavailability of the FNN/ULL Database;
 - (ii) any inability of **nbn** or its Personnel to gain access to a location necessary to perform works;
 - (iii) any act or omission of an End User (or any of their respective Personnel) in connection with installing **nbn**[™] Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;
 - (iv) Common MDU Site Equipment; or
 - (v) in respect of the Satellite Network:
 - (A) where **nbn** or its Personnel cannot make contact with a Contracted End User (or their authorised representative aged 18 or over) to schedule an Actual Appointment or Actual Trouble Ticket Appointment in accordance with the [WBA Operations Manual](#); or
 - (B) Satellite Limitations.
- (e) Without limiting section 21(c), where Customer selects an Appointment in respect of an order or Trouble Ticket that is not the earliest available appointment for that order or Trouble Ticket (as applicable), Service Levels, Performance Objectives and Operational Targets do not apply for the period from the earliest available Appointment until the time of the Appointment selected by Customer.
- (f) The Service Levels, Performance Objectives and Operational Targets in this Service Levels Schedule do not apply in respect of the first Satellite Test Service supplied to Customer or any Activity that is required or performed in connection with the first Satellite Test Service to the extent set out in section 29 of the [nbn[™] Ethernet Product Terms](#).