

Chorus UFB Services Agreement

Bitstream Services: Service Level Terms for Bitstream Services

Reference Offer

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## 1 INTERPRETATION

1.1 References to clauses, sections or Appendices are references to clauses, sections or Appendices in these Service Level Terms unless expressly provided otherwise. The definitions set out in the General Terms and the Operations Manual apply to these Service Level Terms unless expressly provided otherwise.

1.2 References to the Operations Manual are references to the operations manual for the Bitstream Services.

### 1.3 Definitions

In these Service Level Terms, in addition to the definitions set out in the General Terms and the Operations Manual:

**Ancillary Service Level** means a reporting metric Service Level included in Appendix 3;

**Aged Tenancy Order** has the meaning given in the Operations Manual;

**Connection Satisfaction Survey** means the survey of End Users installation experience in the form agreed between the LFC and the Service Provider.

**Consecutive Business Hours** means a number of consecutive hours (including fractions of hours) within Business Hours (where the first Consecutive Business Hour in a Business Day is consecutive to the last Consecutive Business Hour in the preceding Business Day).

**Core Bitstream Transaction Service** means, in relation to Appendix 3 a Bitstream New Connection Order, Bitstream Plan Change Order (including a Bandwidth Upgrade), Handover connection, and a Bitstream Relinquishment,;

**Core Service Level** means a Service Level included in Appendix 1;

**Core Service Level Default** means a failure by the LFC to meet a Core Service Level;

**Core Service Rebate** means the payment to be made by the LFC to a Service Provider for a Core Service Level Default, calculated in accordance with these Service Level Terms;

**End User** means the recipient of a service which incorporates a Service, other than a Reseller (except as otherwise provided in the definition of that term) or Service Provider in these Service Level Terms. As the context requires, End User will also include a representative of the Service Provider necessary to be available for agreed attendance and appointments required at demand points (for example at NBAPs), but excludes the recipients of mobile or wireless services provided from these demand points.

**Fibre Connection** means a Residential Connection, a Business Connection or a NBAP Connection.

**Fibre Scope Visit** means a visit to a Premises, End User Tenancy or NBAP by the LFC's technician for the purposes of scoping the installation design for a Fibre Connection and securing any necessary consents and permissions from the End User or building owner.

**Greenfields** means the subdivision (after 24 May 2011 if in UFB1 Areas and after 26 January 2017 if in UFB2 Areas) of a defined geographical site located in a private or public property subdivision, complex or community (evidenced by confirmation that the Premises exist in the LINZ title database) that is Passed.

**“hour”** without further definition refers to an ordinary clock hour (i.e. any hour);

**“installation”** in clauses 1 (Dark fibre access provisioning Service Levels) and 0 (Layer 2 Service provisioning Service Levels) of Appendix 1 means, and is limited to, installation in accordance with any applicable Standard Installation;

**MDU means a** Multi Dwelling Unit as defined in the Operations Manual. For the purposes of these Service Level Terms where an MDU comprises multiple buildings, each such building shall be deemed to be a separate MDU requiring a First MDU Order for each such building;

**POI Area** means a geographical area served by a POI comprised of UFB1 and UFB2 Candidate Areas and any Greenfields adjacent to a UFB1 or UFB2 Candidate Area. The LFC Network is divided into 29 POI Areas.

**Restoration Time** means the length of time that an End User is without service, measured from the time that a fault is detected by the LFC or by way of fault report by the Service Provider to the LFC in accordance with the procedures specified in the Operations Manual, to the time the fault is resolved and the service is restored or a workaround is put in place. Restoration Time excludes user-initiated service interruptions and CPE outages due to power failure and any exclusions to the Service Levels set out in these Service Level Terms;

**Service Level Commencement Date** means 1 March 2012 or those later dates upon which certain UFB1 Candidate Areas first met 3000 Connections or 20% of Premises Passed, except in relation to:

- (a) the MDU provisioning Service Levels set out in clauses 1.3(c) and 0 of Appendix 1 when it means 1 December 2015;
- (b) UFB2 Bitstream Services when it means the date on which the first Premises in the UFB2 Coverage Area are available for UFB2 Services to be requested by the Service Provider; and
- (c) The Connection Satisfaction Survey when it means the date 12 months after the date for UFB2 Bitstream Services referred to in (b) above;

**Service Level Default** means a failure by the LFC to meet either a Core Service Level or an Ancillary Service Level;

**UFB1 Bitstream Services** means Bitstream Services provided by the LFC in the UFB1 Areas;

**UFB1 Candidate Area** means a Candidate Area in the UFB1 Areas;

**UFB2 Candidate Area** means a Candidate Area in the UFB2 Areas;

**UFB2 Bitstream Services** means Bitstream Services provided by the LFC in the UFB2 Areas;

**Voluntary Service** means those services offered by the LFC that:

- (a) are within the Coverage Area which do not use Communal Infrastructure; or
- (b) are outside the Coverage Area and are not Greenfields,

and, in each case, are expressly identified as a "Voluntary Service".

## 2 SCOPE

### 2.1 These Service Level Terms:

- (a) set out the quality and performance of the Core Service Level commitments, and Ancillary Service Level targets of the LFC to the Service Provider for the delivery of the Bitstream Services;
- (b) apply to the delivery of Bitstream Services in Greenfields (both inside and outside the Coverage Area);
- (c) identify where different Service Levels apply to UFB2 Bitstream Services; and
- (d) provide for a rebate mechanism where the LFC fails to meet its Core Service Levels.

### 2.2 These Service Level Terms may be changed in accordance with the change mechanism set out in the General Terms.

## 3 SERVICE LEVELS

### 3.1 The LFC will meet or exceed the Core Service Levels in accordance with these Service Level Terms. The LFC is under no obligation to meet or exceed the Ancillary Service Levels which are reporting metrics only.

### 3.2 The Service Levels will apply from the Service Level Commencement Date. For the avoidance of doubt the Service Levels in these Bitstream Service Level Terms updated in April 2018 shall not apply retrospectively.

### 3.3 The LFC must begin measuring and reporting its performance against the Service Levels from the Service Level Commencement Date.

### 3.4 The Ancillary Service Levels are separate from the Core Service Levels. The Core Service Levels are to be applied and interpreted independently from:

- (a) the Ancillary Service Levels; and
- (b) any defined terms used solely in the context of the Ancillary Service Levels.

### 3.5 If the Service Provider updates or changes a Service Request under clause 9 of the Operations Manual, the Service Levels applicable to that Service Request (as updated or changed) will be measured from the date that update or change was accepted by the LFC.

#### 4 SERVICE LEVEL EXTENSIONS AND EXCLUSIONS

- 4.1 The Service Levels will not apply or, as applicable, Core Service Rebates will not be payable, in respect of Premises which are not Passed or where expressly stated in the General Terms, or in these Service Level Terms or, for Voluntary Services in the applicable Service Descriptions.
- 4.2 The Service Levels and Core Service Rebates set out in these Service Level Terms will be applied in accordance with the provisions of the General Terms and the Operations Manual.
- 4.3 Where the LFC considers that a Service Level Default has not occurred because one or more of the Service Impairments, limitations or exclusions apply, the details are to be recorded and reported in the LFC's monthly performance report provided in accordance with clause 6. Service Impairment, limitation and exclusion details reported by the LFC must be sufficient to permit verification by the Service Provider that a Service Level Default has not occurred.
- 4.4 Subject to clause 4.5, the LFC Service Level response times set out in Appendix 1 shall be extended in the following circumstances:
- (a) Satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the LFC's control;
  - (b) Satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Service Provider, required to complete the service;
  - (c) Acts or omissions of Service Providers that prevent the LFC from meeting a Service Level (unless the Service Provider has received the LFC's prior approval for such act or omission);
  - (d) Acts or omissions of End Users that prevent the LFC from meeting a Service Level (unless the End User has received the LFC's prior approval for such act or omission) including without limitation a failure by End Users to be present at the Premises at the time agreed with the LFC where such presence is necessary for the LFC to carry out the service work;
  - (e) Any period of extension requested by the Service Provider or End User;
  - (f) In relation to a First MDU Order, also in the following additional circumstances:
    - i. acts or omissions of MDU owner(s) or their agents that prevent the LFC from meeting the First MDU Order Service Level (unless the MDU owner(s) has received the LFC's prior approval for such act or omission); and
    - ii. any period of extension requested by the relevant MDU owner(s);
  - (g) A Force Majeure Event prevents satisfaction of the Service Level, including, for the avoidance of doubt, any Force Majeure Event affecting a contractor or supplier of the LFC which, if it occurred in relation to the LFC, would have been a Force Majeure Event (as referenced in clause (g) of the definition of "Force Majeure Event" in this Agreement), each a "Service Impairment".

4.5 Any Service Level extension under clause 4.4:

- (a) will be limited to the time that the Service Impairment continues to prevent or make illegal the LFC's performance of the applicable Service Level; and
- (b) is subject to the LFC promptly taking all reasonable steps, in accordance with Best Industry Practice, to eliminate or avoid the Service Impairment and mitigate its effect.

5 **[NOT USED]**

6 **REPORTING ON SERVICE LEVELS**

- 6.1 The LFC will provide the Service Provider with a performance report each month reporting its performance against the Service Levels, beginning with a report on the first full month in which these Service Level Terms apply. The report will clearly identify whether the Service Levels are being met. The report will be delivered or made available to the Service Provider within 10 Business Days of the end of each relevant calendar month in electronic format. The report will detail the LFC's performance against each of the Service Levels over the preceding month, and the information necessary for the Service Provider to verify any Service Level relief considered by the LFC applicable due to Service Impairments, limitations and exclusions.

7 **REPORTING ON SERVICE LEVEL DEFAULTS**

- 7.1 In the event of any Service Level Default (including, for the avoidance of doubt, failure by the LFC to meet an Ancillary Service Level), the LFC will detail in its report to the Service Provider under clause 6.1 the cause of and procedure for correcting such Service Level Default, and will provide updates on the steps taken by the LFC to remedy any ongoing Service Level Default until such Service Level Default is remedied.
- 7.2 If the Service Provider reasonably believes that the LFC has not reported on performance against Service Levels in a manner that clearly identifies whether the Services Levels are being met:
- (a) the Service Provider will notify the LFC; and
  - (b) if acting reasonably the LFC agrees that there is a reporting failure, remedy the failure promptly, but in any event within ten Business Days following the Service Provider's notice, by providing a new report for the same period.
- 7.3 Following subsequent reporting by the LFC for Service Levels, if the Service Provider remains unsatisfied with the information provided by LFC and is unable to validate whether the Service Levels are met, then the parties shall follow the escalation process set out in the Operations Manual.

8 **CORE SERVICE REBATES**

- 8.1 Subject to clause 4, in the event of a Core Service Level Default, the Service Provider will receive a Core Service Rebate from the LFC in accordance with clause 6.5 of the General Terms. The Core Service Rebates are set out in Appendix 2.

- 8.2 For the avoidance of doubt, the Service Provider will not receive a Core Service Rebate from the LFC for any failure to meet an Ancillary Service Level. The Ancillary Service Levels are reporting metrics only.
- 8.3 Core Service Rebates reflect the reduced value of the relevant part of the Wholesale Services affected by the Core Service Level Default during the relevant period and are neither liquidated damages nor the Service Provider's sole and exclusive remedy in respect of the Core Service Level Defaults or the consequences of such defaults.

***Premises visits and reschedules***

- 8.4 If the End User is not available at the Premises, End User Tenancy or NBAP within 15 minutes of the technician's arrival during the agreed time period for any appointment at which an LFC service is to be performed for which a Service Level applies, and the End User does not inform the LFC 9 Business Hours prior to the agreed appointment time that they will not be available (**End User No-Show**), the connection of any Services at the Premises shall be excluded from the Maximum Cycle Time calculations set out in clause 10 below.
- 8.5 The Service Provider must ensure that it has systems and processes in place for the purpose of minimising the occurrence of End User No-Shows and to discouraging the cancellation of appointments by the End User (or the Service Provider on behalf of the End User) later than 9 Business Hours prior to the scheduled appointment time (**Late Cancellations**). If in any month more than 20% of Service Orders placed by the Service Provider result in an End User No-Show or Late Cancellation then the Service Provider shall be liable to pay the LFC an amount equivalent to one months' recurring Charge for the Service that was to be installed for each End User No-Show or Late Cancellation above the 20% threshold in each of the affected months, capped at the maximum amount of Core Service Rebates due to be paid by LFC in that same month. The 20% threshold above shall reduce to 10% from the date 12 months from these updated Service Level Terms becoming effective.
- 8.6 The LFC will, prior to any claims by the LFC that a set off against Core Service Rebates is applicable due to End User No-Shows or Late Cancellations, provide sufficient evidence if requested by the Service Provider for the Service Provider to verify such LFC claims.
- 8.7 Subject to clause 8.8 and except where clause 4 applies, if the dates agreed for the Service Levels in in clauses 1.2(a) and clause 1.2(b) of Appendix 1 are rescheduled at the LFC's request, the LFC will be liable for a Core Service Rebate in respect of the relevant Service Level.
- 8.8 If the first Fibre Scope Visit reveals unanticipated complexities in an installation such as additional consents required, tree-trimming, traffic management or other unique features of the installation for which it is reasonable that the LFC requires more time (having regard to the LFC's obligation to use Best Industry Practice) then the LFC may reschedule the installation date once, provided the reschedule request is made within 72 hours of the first Fibre Scope Visit. The LFC shall not be liable for a Core Service Rebate in respect of any such reschedule, however the subsequent rescheduled time shall be considered applicable when assessing whether the LFC has otherwise met any relevant unrelieved Service Level.

## 9 RECONCILIATION OF CORE SERVICE REBATES

9.1 Within 10 Business Days after the end of each calendar month (the **Relevant Month**), the LFC will provide a summary report to the Service Provider that will detail the total amount of Core Service Rebates imposed for Core Service Level Defaults in accordance with clause 8.1 during the Relevant Month, detailed by Core Service Level and the relevant Service Request(s).

## 10 MAXIMUM CYCLE TIME FOR CONNECTION SERVICE LEVELS

10.1 In this section 10;

- (a) **Order Date** means the date on which the LFC has received a properly completed Service Request from the Service Provider.
- (b) **Simple Order** is a Service Request placed via the New OSS/BSS for NGA Bitstream in an SDU including SDUs in a ROW or private road in which Communal Infrastructure has been built, or a Subsequent MDU Order. This also includes a Premises in a ROW that can be installed as an SDU or an MDU that can be installed as an SDU. NBAP Connections are excluded.
- (c) **Complex Order** is a First MDU Order or a Service Request for Connection of NGA Bitstream in to an SDU in a ROW or private road in which Communal Infrastructure has not yet been built, placed via the New OSS/BSS, or for an NBAP which is Passed.
- (d) **Jeopardy Management** means the LFC will determine and publish the critical path for applicable Simple Orders and Complex Orders that records individual milestones required to achieve Connection of those orders. Each order and associated milestones will be tracked and managed at weekly operational meetings between the LFC and its field services partners and may include if requested engagement of the Service Provider
- (e) **NGA Bitstream** means all Bitstream Services delivered over GPON.

10.2 The LFC will use reasonable endeavours to ensure that the median time between the Order Date and completion of the installation in each POI Area is no greater than:

- (a) 40 days for Simple Orders; and
- (b) 75 days for Complex Orders.

10.3 Orders where there is an existing intact Connection to the Premises will not be considered in calculating the medians in clause 10.2.

10.4 The LFC shall publish a weekly report on the LFC website which shows how the LFC is performing against the target times set out in clause 10.2.



- 10.5 The weekly report will also address how the LFC is performing against the following aspirational cycle times:
- (a) Simple Orders completed within 20 days of the Order Date;
  - (b) Complex Orders to be completed within 50 days of the Order Date.
- 10.6 The targets set out in clause 10.2 are based on all service providers aggregated volume being no more than 12,950 Simple Orders and 5,550 Complex Orders per month (gross orders placed via the New OSS/BSS) (**Anticipated Demand**). If the volume of Service Requests received in a month is greater than 120% of Anticipated Demand the LFC may notify all service providers of an increase in the median cycle time proportionate to the increase in monthly Service Request volume above Anticipated Demand. As an example only, if actual demand is 150% of Anticipated Demand the cycle time for will be increased by 150% meaning Simple Orders must not exceed a median of 60 days and Complex Orders must not exceed a median of 112 days.
- 10.7 Any increase in cycle time under clause 10.6 will continue until the monthly Service Request volume returns to less than 120% of Anticipated Demand and the LFC has cleared the backlog of Service Requests from the period when the Anticipated Demand was greater than 120%. No increase in cycle time under clause 10.6 may continue beyond 3 subsequent months from the period when the Anticipated Demand was greater than 120%, if there has been 3 consecutive following months in which actual volumes were not greater than 120% of the Anticipated Demand. During any period of increased cycle time the LFC will consult in good faith with all Service Providers to determine whether a new cycle time regime is required and what other actions can be taken to get cycle times back below the medians set out in clause 10.2.
- 10.8 Subject to volumes being stable at no more than the Anticipated Demand at the date 12 months from commencement of the cycle time regime in this section 10, the LFC will give notice to the Service Provider that:
- (a) the median time between the Order Date and completion of the installation in each POI Area shall reduce to:
    - (i) 30 days for Simple Orders; and
    - (ii) 65 days for Complex Orders.
  - (b) the period after which Complex Orders shall be subject to Jeopardy Management as set out in clause 10.9 shall reduce to 100 days.
- 10.9 Simple Orders not completed within 50 days of the Order Date and Complex Orders not completed within 120 days of the Order Date shall be subject to Jeopardy Management, except where the Service Provider or End User has **requested** installation at a date later than 50 days for Simple Orders and 120 days for Complex Orders.
- 10.10 In each POI Area, if the LFC does not achieve the targets in clause 10.2 (as amended under clause 10.6), for two consecutive weeks the LFC shall publish a cycle time management plan to the affected Service Provider(s) detailing specific actions the LFC will take which may include utilising “flying squad” field resource to cover temporary peaks, redeploying field service resource from other work types, and shifting field service resource from low demand areas to high demand areas.

10.11 If the LFC is still failing to achieve the targets in clause 10.2 (as amended under clause 10.6) by the date three months from the date on which the LFC identified that those targets had been missed for two consecutive weeks, the LFC will prepare an urgent remediation plan and publish that plan to all Service Providers, CFH and the Minister of Telecommunications.

## 11 RETAIL SERVICE QUALITY CODES

11.1 The proposed changes to the Telecommunications Act 2001 include:

- (a) a role for the Commerce Commission in reviewing industry retail service quality codes (**Industry Code**) and making recommendations to the Telecommunication Carriers Forum (**TCF**) in relation to an Industry Code.
- (b) An ability for the Commerce Commission to issue its own retail service quality code (**Regulated Code**) if it believes that the Industry Code does not achieve the purpose of improving retail service quality for End Users.

11.2 The LFC agrees to engage in good faith with the Service Provider and other service providers to review the Service Levels in the context of any Commerce Commission recommendations in relation to an Industry Code and any Service Providers' obligations under a Regulated Code, with any resulting changes agreed to the Service Level Terms to be implemented in accordance with any recommendations or otherwise as soon as is reasonably practicable.

## APPENDIX 1: CORE SERVICE LEVELS

### 1 FIBRE ACCESS PROVISIONING SERVICE LEVELS

1.1 [NOT USED].

1.2 The LFC will complete Fibre Connections as follows:

- (a) Each Fibre Scope Visit must be completed on the date and during the time window (am/pm) accepted by the Service Provider or the relevant End User or the MDU owner (or their agent) (as applicable) via the LFC's ordering and booking system;
- (b) Each installation of a Fibre Connection (including the Layer 2 provisioning referred to in clause 2.1 (a) (A), 2.1 (b) (A) and 2.1 (c) (A) below) must be completed on the date accepted by the Service Provider or the relevant End User (as applicable) via the LFC's ordering and booking system.

1.3 The LFC will:

- (a) complete the installation of Fibre Connections in an MDU; and
- (b) install the MDU Common Infrastructure (if any) in an MDU,

in accordance with the MDU Connection Process and the following provisioning Service Levels unless the installation is for an Aged Tenancy Order or to a Premises constructed as an MDU to be provided a Fibre Connection as an SDU:

(c) **Provisioning Service Level for the First MDU Order**

- (i) The LFC will, on receipt of the First MDU Order commence the MDU Connection Pre-requisite Steps.
- (ii) Upon the LFC's completion of the MDU Connection Pre-requisite Steps, the LFC will:
  - (A) install the Fibre Connection for the First MDU Order in the MDU and provision the Layer 2 services ordered in relation to that Fibre Connection (if any); and
  - (B) install the MDU Common Infrastructure (if any),

within 20 Business Days (or such later date as agreed between the Service Provider and/or the MDU owner(s) and/or the End User (as applicable) and requested of the LFC)

**(First MDU Connection Date).**

- (d) **Provisioning Service Level for the second and any subsequent orders for a Connection in an MDU**
- (i) From an MDU's First MDU Connection Date, the provisioning Service Levels set out in clauses 1.2(a), 1.2(b), 2.1(a) and 2.1(b) of this Appendix apply in respect of any properly completed order from a Service Provider in relation to that MDU (other than the First MDU Order) for a Fibre Connection and the provision of Services ordered in relation to that Fibre Connection (if any) (each a **Subsequent MDU Order**):
  - (ii) For the purposes of measuring Service Levels for Subsequent MDU Orders the only relevant permissions and consents to be obtained by the LFC under clauses 1.2(a), 1.2(b), 2.1(a) and 2.1(b) of this Appendix are the relevant individual End User's consents and permissions (all other consents and permissions are to have been obtained by the LFC through the MDU Connection Pre-requisite Steps).
  - (iii) Where properly completed order(s) from a Service Provider received by the LFC for a Fibre Connection in relation to the same MDU as the First MDU Order is received:
    - (A) on the same day as the First MDU Order is received; or
    - (B) after the First MDU Order is received but before the First MDU Connection Date,that order(s) is deemed to be a Subsequent MDU Order received on the First MDU Connection Date:

1.4 Any time period:

- (a) during which any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection which is subject to Downtime; or
- (b) during which the LFC is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to install a Connection or restore a Connection which is subject to Downtime; or
- (c) which reflects any minimum notice requirements or access constraints contained in any existing arrangements referred to in clause 12.2(b) of the General Terms and which contain the permissions or consents that are relied upon,

will be added to the periods specified in clauses 1.2, 1.3 and 4.2 of this Appendix as applicable.

## 2 LAYER 2 SERVICE PROVISIONING SERVICE LEVELS

2.1 The LFC will provision the Standard Install for the Layer 2 Services as follows:

(a) Residential - Layer 2 services: Layer 2 services ordered in relation to a Residential Connection:

- (A) at the same time as an installation of a Residential Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises has already been Connected (even if a UFB Service is not currently being provided));
  - (i) if that Connection remains intact and capable of remote activation;
    - (A) 90% of the Layer 2 services are to be provisioned within 4 Business Hours; and
    - (B) 100% of the Layer 2 services are to be provisioned within 1 Business Day;
  - (ii) for Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 services are to be provisioned within five Business Days,

of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User and requested of the LFC) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

(b) Business - Layer 2 services:

Layer 2 services ordered in relation to a Business Connection:

- (A) at the same time as an installation of a Business Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises has already been Connected (even if a UFB Service is not currently being provided));
  - (i) if that Connection remains intact and capable of remote activation;
    - (A) 90% of the Layer 2 services are to be provisioned within 4 Business Hours; and
    - (B) 100% of the Layer 2 services are to be provisioned within 1 Business Day, or

- (ii) for Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 services are to be provisioned within five Business Days

of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User and requested of the LFC) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

- (c) NBAP - Layer 2 services:

Layer 2 services ordered in relation to an NBAP Connection:

- (A) at the same time as an installation of an NBAP Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of an NBAP Connection (provided that the relevant Premises is already Connected) are to be provisioned within five Business Days of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User and requested of the LFC, or agreed between the LFC and the Service Provider) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

- (d) Bandwidth upgrade of Layer 2 services:

A Bandwidth upgrade of Layer 2 services must be provisioned within one Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later time as agreed between the Service Provider and the relevant End User and requested of the LFC, or agreed between the LFC and the Service Provider).

- (e) Multicast (Service Provider):

A multicast service must be provisioned for a Service Provider within 3 months of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the LFC).

- (f) Multicast (End User):

Provided that the necessary multicast service has previously been provisioned for the relevant Service Provider, a multicast service must be provisioned for an End User (provided that the relevant Premises, or in the case of an MDU, the relevant End User Tenancy, is already Connected) within 1 Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later time as agreed between the Service Provider and the relevant End User and requested of the LFC, or agreed between the LFC and the Service Provider).

(g) Layer 2 Disconnection

Each disconnection of a Bitstream Service must be completed within one Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later time as agreed between the Service Provider and the relevant End User and requested of the LFC).

2.2 Any time period:

- (a) during which any Force Majeure Event prevents provisioning of a Layer 2 Service, Bandwidth upgrade, or multicast service; or
- (b) during which the LFC is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to provision a Layer 2 Service, Bandwidth upgrade, or multicast service; or
- (c) which reflects any minimum notice requirements or access constraints contained in any existing arrangements referred to in clause 12.2(b) of the General Terms and which contain the permissions or consents that are relied upon,

will be added to the periods specified in clauses 2.1(a) to (f) of this Appendix (inclusive) as applicable.

3 **[NOT USED]**

4 **FAULT RESTORATION**

4.1 There are separate service levels for restoration of Bitstream 2 (**Consumer Services**) and all other Bitstream services (**Enterprise Services**).

4.2 Subject to clause 4.3, the LFC must ensure that:

- (a) Consumer Services are restored by the end of the day following the day on which Downtime is reported to the LFC;
- (b) Enterprise Services for which Downtime is reported to the LFC;
  - (i) Before midday are restored by 7pm on that day;
  - (ii) After midday are restored by midday on the following day; and
  - (iii) After 7pm are restored by 7pm the following day.

- 4.3 Prior to reporting Downtime to the LFC, Service Provider must reasonably ascertain that that the fault lies within the LFC Network, including ensuring that the affected customer confirms that the ONT supporting the relevant Bitstream Service is powered up. If the Service Provider fails to do so and the fault is not found within the LFC Network, the Service Provider will be liable for a no fault found fee specified in the Price List.
- 4.4 The LFC provides an enhanced Service Level for Bitstream Services of a prioritised response with a technician on site (either an exchange, cabinet or customer site) within 2 hours of a fault being logged with the LFC's Service Company, which will be within 15 minutes of the LFC receiving the fault and verifying the details. The enhanced Service Level is available 24 hours, 7 days a week, upon request by the Service Provider. Emergency and medical events will still take precedence; in accordance with the LFC's restoration priorities and the TCF vulnerable end users' code.
- 4.5 The enhanced Service Level will be at the charge set out in the Price List. The relevant restoration service level for Enterprise Services in clause 4.2 (b) will apply and the Core Service Rebates set out in Appendix 2 will apply.

**5 LAYER 2 TRAFFIC**

- 5.1 Each End User's traffic for point to point UFB1 Bitstream Services must be delivered to the POI within the following Service Levels:

	<b>Frame Delay must be:</b>	<b>Frame Delay Variation must be:</b>	<b>Frame Loss must be:</b>
<b>CIR</b>	≤ 5 mS	≤ 1 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

- 5.2 Each End User's traffic for point to point UFB2 Bitstream Services must be delivered to the POI within the following Service Levels:

	<b>Frame Delay must be:</b>	<b>Frame Delay Variation must be:</b>	<b>Frame Loss must be:</b>
<b>CIR Primary</b>	≤ 7 mS	≤ 1 mS	≤ 0.1%
<b>CIR Secondary</b>	≤ 12 mS	≤ 1 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

The CIR Primary metrics apply unless the primary backhaul link to a UFB2 Candidate Area has failed and the traffic has been transferred to a secondary link in which case the CIR Secondary measures apply. CIR Secondary metrics apply for a maximum of 96 hours following the failure of the primary backhaul in a UFB2 Candidate Area after which the LFC must comply with the CIR Primary metrics.



5.3 Each End User's traffic for GPON UFB1 Bitstream Services must be delivered to the POI within the following Service Levels:

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
<b>CIR</b>	≤ 5 mS	≤ 3 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

5.4 Each End User's traffic for GPON UFB2 Bitstream Services must be delivered to the POI within the following Service Levels:

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
<b>CIR Primary</b>	≤ 7 mS	≤ 3 mS	≤ 0.1%
<b>CIR Secondary</b>	≤ 12 mS	≤ 3 mS	≤ 0.1%
<b>EIR</b>	n/a	n/a	≤ 2%

The CIR Primary metrics apply unless the primary backhaul link to a UFB2 Candidate Area has failed and the traffic has been transferred to a secondary link in which case the CIR Secondary measures apply. CIR Secondary metrics apply for a maximum of 96 hours following the failure of the primary backhaul in a UFB2 Candidate Area after which the LFC must comply with the CIR Primary metrics.

5.5 For the purposes of clause 5.6 below the following definitions apply;

- (a) **Port** means a physical port within the LFC Network, excluding UNI, E-NNI and PON ports. All virtual ports and sub-interfaces within the physical Ports must automatically scale up to the physical Port capacity otherwise they will also form part of a Port;
- (b) **Port Utilisation** means the average bandwidth utilised on a Port, expressed as a percentage of the total bandwidth available on that Port, measured over a five minute interval for each five minute interval of every day;
- (c) **Port Utilisation Threshold** means the maximum Port Utilisation, as set out in clause 5.6(a)(iii), updated from time-to-time in accordance with the Operations Manual;
- (d) **Port Utilisation Threshold Breach** means the Measurement Interval in which the Port Utilisation of any measured Port exceeds the Port Utilisation Threshold;
- (e) **Probe Performance Threshold** means a frame loss of 25% or greater as measured between the OLT Probe and POI Probe as described in the Operations Manual.

- (f) **Probe Performance Threshold Breach** means any Measurement Interval in which a POI Probe or an OLT Probe reports that frame loss is greater than the Probe Performance Threshold any Port Probe Performance Threshold Breach is a Service Level Breach;

5.6 The LFC must measure the Layer 2 Traffic performance to ensure compliance with the Service Levels using the regime set out in the Operations Manual, which includes the following:

- (a) Measurement of the Port Utilisation of all Ports within the LFC Network between the UNI and the E-NNI, in both directions. Port Utilisation is a proxy for Layer 2 Traffic Service Level compliance. It does not directly measure Layer 2 Traffic Service Levels.
  - (i) If the Port Utilisation measure for all Ports is less than the Port Utilisation Threshold, then Layer 2 Traffic Service Levels are deemed to be met.
  - (ii) If Port Utilisation for any Port exceeds the Port Utilisation Threshold, then a Port Utilisation Threshold Breach has occurred and all Bitstream Services that have traffic associated with that Port are marked as unavailable for the duration of the time (i.e. the sum of the number of five minute intervals) that the Port Utilisation Threshold is exceeded.
  - (iii) The Port Utilisation Threshold will initially be set at 95% but may change in accordance with the process set out in the Operations Manual.
- (b) If the Probe Performance Threshold is exceeded, then there is a Probe Performance Threshold Breach. The Probe Performance Threshold is set at such a level that any breach is likely to be due to a LFC Network failure that will not show up as a Port Utilisation Threshold Breach.

**APPENDIX 2: CORE SERVICE REBATES**

The following table specifies the Service Rebates payable by the LFC.

<b>Service Level (references are to clauses in Appendix 1)</b>	<b>Core Service Rebate</b>
<b>Fibre access provisioning Core Service Levels</b>	
1.2(a) - Fibre Scope Visit	One month's rental fee for the relevant service(s) (specified in the Service Request) each time the Service Level is not achieved.
1.2(b) - Fibre Connections	One month's rental fee for the relevant service(s) (specified in the Service Request) each time the Service Level is not achieved.-
<b>Layer 2 Service provisioning Core Service Levels</b>	
2.1(a) (B) – Residential – Layer 2 Ethernet services (Individual) Intact Connection	One month's rental fee for the relevant service(s) (specified in the Service Request) each time the Service Levels in clauses 2.1(a) (B) (i) and 2.1(a) (B) (ii) are not achieved.
2.1(b) (B) – Business – Layer 2 Ethernet services (Individual) - Intact Connection	One month's rental fee for the relevant service(s) (specified in the Service Request) each time the Service Levels in clauses 2.1(b) (B) (i) and 2.1(b) (B) (ii) and are is not achieved.
2.1(c) (B) – NBAP – Layer 2 services (Individual) - Intact Connection	One month's rental fee for the relevant service(s) (specified in the Service Request) each time the Service Level is not achieved.
2.1(d) – Bandwidth upgrade of Layer 2 services (Individual)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(e) - Multicast (Service Provider)	10% of the applicable monthly rental fee for the service per complete Business Day that the service is late (capped at one month's rental).
2.1(f) - Multicast (End User)	10% of the applicable monthly rental fee for the service per complete Business Day that the service is late (capped at one month's rental).
2.1(g) – Layer 2 Disconnections (Individual)	10% of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete three-hour period that the disconnection is late (capped at one month's rental).
<b>Restoration Core Service Levels</b>	

<p>4.2 <b>Error! Reference source not found.</b> - Fault Restoration</p>	<p>One month's rental fee for the relevant service(s) each time a standard Restoration Service Level is not achieved.</p>
<p>4.5 – Enhanced Restoration service level</p>	<p>Two month's rental fee for the relevant service(s) each time an enhanced Restoration Service Level is not achieved.</p>
<p><b>First MDU Order</b></p>	
<p>1.3(c) – First MDU Connection</p>	<p>One month's rental fee for the relevant service(s) (specified in the Service Request) if the Service Level is not achieved.</p>

**APPENDIX 3: ANCILLARY SERVICE LEVELS**

**Provision of Bitstream Service**

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	New Connection Change Plan Relinquishment Handover Connection	Service Request acknowledgement	The LFC will acknowledge receipt of each Service Request	Provide acknowledgment of receipt of each Service Request to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99% (per relevant Core Bitstream Transaction Service)	
2.	New Connection Change Plan Relinquishment Handover Connection	Notification of rejection	The LFC will reject invalid Service Requests by returning the appropriate code to the Service Provider	Provide notification of the rejection to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	90% (per relevant Core Bitstream Transaction Service)	This Service Level will not apply where prequalification for a Service Request requires an action to be undertaken manually.
3.	New Connection Change Plan Relinquishment	Notification of expected Service Start Date	The LFC will notify the Service Provider of expected Service Start Date of the Service Request	Provide notification of the expected Service Start Date to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90% (per relevant Core Bitstream Transaction Service)	This Service Level will not apply where a Service Request is a Waiter
4.	Handover Connection	Notification of expected Service Start Date	The LFC will notify Service Provider of expected Service Start Date of the Service Request or confirmation of when the LFC will provide notification of expected Service Start Date	Provide notification of the expected Service Start Date, or provide confirmation of when the LFC will be in a position to provide notification of the expected Service Start Date, to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90% (per relevant Core Bitstream Transaction Service)	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
5.	New Connection Change Plan Relinquishment Handover Connection	Service Request is completed right first time	The LFC will complete the Service Request without fault	No faults in work carried out to provision the Service Request to occur within 5 Business Days of confirmation by the LFC of completion	90% (per relevant Core Bitstream Transaction Service)	The fault must be a fault: (a) for which the LFC is responsible; and (b) that has been reported to the LFC within 5 Business Days of confirmation by the LFC of completion of the Service Request; and (c) that is found and required to be fixed (it is not a “No Fault Found”)
6.	Relinquishment Handover Connection	Meet notified expected Service Start Date	The LFC will complete the Service Request by the notified expected Service Start Date	Complete the Service Request by the notified expected Service Start Date	90%	Where the LFC extends a previously notified Service Start Date (other than as a result of a Service Provider’s or a Service Provider’s Customer’s request to do so), this is considered a failure of this Service Level
7.	New Connection Change Plan Relinquishment Handover Connection	Change to Service Start Date	The LFC will provide confirmation of Service Start Date change where change requested by the Service Provider or End User	Provide confirmation of the change of Service Start Date to the Service Provider within 4 Consecutive Business Hours of receipt of the request to change an existing Service Request (provided that the request is received at least 1 Business Day prior to the notified Service Start Date)	90% (per relevant Core Bitstream Transaction Service)	
8.	New Connection Change Plan Relinquishment Handover Connection	Change to Service Start Date	The LFC will provide notification of Service Start Date change where Service Start Date is delayed for any reason other than where requested by the Service Provider or End User	Provide notification of the change of Service Start Date to the Service Provider within 4 Consecutive Business Hours of becoming aware of a delay in installation (other than cases where the delay is requested by the Service Provider or End User).	90% (per relevant Core Bitstream Transaction Service)	This change does not extend the lead time for the purpose of calculating installation service level.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
9.	New Connection Service Request	Pre-qualification Acknowledgement	The LFC will acknowledge receipt of Pre-qualification order	Complete the acknowledgement of receipt within 4 Consecutive Business Hours following the receipt of the Pre-qualification Order	90%	
10.	New Connection Order Relinquishment	Pre-qualification order Completion	The LFC will complete the Automated Pre-qualification Order and return the appropriate information	Complete the authorised and unauthorised Automated Pre-qualification order and return the appropriate information to the Service Provider within 4 Consecutive Business Hours following receipt of the Order	90%	
11.	Manual Pre-qualification Site Investigation	Pre-qualification order Completion	The LFC will complete the Manual Pre-qualification Order and return the appropriate information	Complete the Manual Pre-qualification order and return the appropriate information to the Service Provider within: 6 Business Days following receipt of the pre-qualification order	90%	
12.	New Connection Change Plan Relinquishment Handover Connection	Confirmation of completion	The LFC will provide the Service Provider with confirmation of completion of the Service Request	Provide confirmation of completion of the Service Request to the Service Provider within 4 Consecutive Business Hours after the Service Request has been completed	90% (per relevant Core Bitstream Transaction Service)	
13.	Connection Satisfaction Survey	Assessing End User satisfaction with installation process	The LFC will survey a statistically significant sample of End Users each quarter	Target a customer satisfaction score of 70% or more		

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
14.	New Connection Aged Tenancy Order	Meet notified expected Service Start Date	The LFC will complete the Service Request by the notified expected Service Start Date	Complete the Service Request within 30 Business Days (or such later date agreed between the Service Provider and relevant End User) of receipt of the Service Provider's request.	95%	Where the LFC extends a previously notified Service Start Date (other than as a result of an MDU owner, or a Service Provider's or a Service Provider's Customer's request to do so), this is considered a failure of this Service Level.

**Fault Management for Bitstream Service**

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
15.	Bitstream Service	Notification of Planned Outages	The LFC will advise of Planned Outages	Advise at least 5 Business Days before Planned Outage occurs	90%	The LFC will use all reasonable endeavours to schedule Planned Outages between the hours of 11:00pm and 6:00am
16.	Bitstream Service	Notification of Unplanned Outages	The LFC will advise of Unplanned Outages	Advise within 2 hours, on a 24 x 7 basis, of the LFC discovering or receiving notification of the Unplanned Outage occurs	90%	
17.	Bitstream Service	Fault report receipt acknowledgement	The LFC will acknowledge receipt of each fault report	Provide fault report receipt acknowledgement within 30 minutes of the fault being reported	90%	This Service level does not apply where an invalid fault report has been submitted.



Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
18.	Bitstream Service	Notification of expected restoration time	The LFC will provide notification of the expected restoration time <sup>1</sup>	Provide notification of the expected restoration time (having regard to any applicable enhanced Service Levels) within 4 hours of the fault being reported	90%	Unless otherwise agreed between the LFC and the Service Provider, where a fault relating to the technical service specifications is reported, the LFC will provide notification of the expected restoration time within 4 hours of the fault being reported
19.	Bitstream Service	Meet notified expected restoration time	The LFC will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	
20.	Bitstream Service	Notification of completion of service restoration.	The LFC will confirm the completion of service restoration.	Provide confirmation of the completion of service restoration within 4 hours of the fault being resolved.	95%	

<sup>1</sup> The expected restoration time will be provided in accordance with the LFC’s fault prioritisation systems.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
21.	B2B availability OLA (further details in the Operations Manual clauses 7.6 to 7.13)	Ensure B2B is operational	The LFC will ensure that the B2B portal achieves 99.5% availability.	99.5% availability P1 Faults <ul style="list-style-type: none"> <li>- 60 min response</li> <li>- 12 hour restoration</li> </ul> P2 Faults <ul style="list-style-type: none"> <li>- 2 hours response</li> <li>- 3 days restoration</li> </ul>	100%	
22.	Fibre Network availability	Ensure Fibre Network has high availability	The LFC will ensure that the Fibre Network has high availability.	Average Downtime due to Layer 1 outage is ≤ 2 hours Average Downtime due to Layer 2 outage is ≤ 30 minutes	100%	Measured nationally across all fibre connections and all service providers.