

Service Levels Schedule

nbn[™] Enterprise Ethernet Product Module

Wholesale Broadband Agreement





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| Version | Description | Effective Date |
|---------------------|---|------------------------------|
| 4.0 | First issued version of WBA 4 | 1 December 2020 |
| 4.1 | Applying Enterprise Ethernet Delivery Rebates | 16 November 2021 |
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Environment

nbn asks that you consider the environment before printing this document.

Introduction

This document describes the Service Levels and Performance Objectives that apply to the **nbn**[™] Enterprise Ethernet Product.

The Service Levels and Performance Objectives are arranged in this **nbn**[™] Enterprise Ethernet Service Levels Schedule to replicate 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 provide rebates. This document also includes Operational Targets which are aspirational and do not give rise to rebates.

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

Roadmap

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

Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved. Failure to achieve a Service Level or Performance Objective is not a breach of this Agreement.

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Part B: Measurement

Part B sets out **nbn**'s measurement, monitoring and reporting obligations.

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Part C: Operational Targets

Part C contains **nbn**'s aspirational Operational Targets. These Operational Targets are non-binding.

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Part D: Interpretation and Exclusions

Part D contains the rules of interpretation and exclusions which apply to this [nbn™ Enterprise Ethernet Service Levels Schedule](#).

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Part A: Service Levels

Section 1 sets out the Service Levels and Rebates that **nbn** offers for Delivery. See section 6 for rules of interpretation that apply to these Service Levels.

1. Delivery

1.1 Service Levels for Delivery

The Service Levels for Delivery are:

| Activity | Service Level |
|----------|----------------------------|
| Delivery | On Committed Delivery Date |

1.2 Enterprise Ethernet Delivery Rebate

- (a) Except as specified otherwise in respect of a specific Ordered Product with an Order Acknowledgement date before the EE Price Transition Date in a relevant Price Confirmation, **nbn** will provide RSP with an Enterprise Ethernet Delivery Rebate if **nbn** does not achieve the Service Level set out in section 1.1:

| Date of Delivery | Enterprise Ethernet Delivery Rebate Amount per Ordered Product with a Committed Delivery Date before 15 November 2021 | Enterprise Ethernet Delivery Rebate Amount per Ordered Product with a Committed Delivery Date on or after 15 November 2021 |
|---|---|--|
| 5 – 9 Business Days (inclusive) after the Committed Delivery Date | 20% of the Monthly Recurring Charge payable by RSP in the relevant Billing Period | 100% of the Monthly Recurring Charge payable by RSP in the relevant Billing Period |
| 10 Business Days or more after the Committed Delivery Date | 50% of the Monthly Recurring Charge payable by RSP in the relevant Billing Period | 100% of the Monthly Recurring Charge payable by RSP in the relevant Billing Period |

Note: The rebate amounts in this table are not cumulative. If Delivery is 10 Business Days or more after the Committed Delivery Date, the 5-9 Business Day Rebate is not payable.

- (b) An Enterprise Ethernet Delivery Rebate is not payable where the Committed Delivery Date was before the Customer Required Date and Delivery occurred on or before the Customer Required Date.
- (c) For an Ordered Product with a Committed Delivery Date before 15 November 2021, RSP must submit any claim for an Enterprise Ethernet Delivery Rebate within 6 months from the last day of the month to which the Enterprise Ethernet Delivery Rebate relates in accordance with the claims process in section 7.3 of the [nbn™ Enterprise Ethernet Operations Manual](#).
- (d) For an Ordered Product with a Committed Delivery Date on or after 15 November 2021, **nbn** will automatically apply any Enterprise Ethernet Delivery Rebate in accordance with the process in section 7.3.1.5 of the [nbn™ Enterprise Ethernet Operations Manual](#).

1.3 No double recovery

If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to RSP in connection with Delivery for an Ordered Product in respect of which **nbn** has previously paid an Enterprise Ethernet Delivery Rebate to RSP:

- (a) the amount of the Enterprise Ethernet Delivery Rebate will cease to be an Enterprise Ethernet Delivery Rebate for the purposes of Module E of the [Head Terms](#);
- (b) 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
- (c) for the avoidance of doubt, **nbn** will have no further Liability to RSP under section 1.2 in respect of that Delivery for that Ordered Product.

*Section 2 sets out the Service Levels and Rebates that **nbn** offers for the Premium Assurance Service. See section 6 for rules of interpretation that apply to these Service Levels.*

2. Premium Assurance Service

2.1 Service Levels for Premium Assurance Service

The Service Levels for restoration of Enterprise Ethernet Faults, in hours, are:

| Premium Assurance Service option | No plant work or site visit is required | Plant work or site visit is required | | |
|----------------------------------|---|--------------------------------------|--|-------------|
| | All areas | Metropolitan Area | Regional Centre, Major Rural Area and Minor Rural Area | Remote Area |
| Premium - 4 (24/7) | 4 | 4 | 18 | 32 |
| Premium - 6 (24/7) | 6 | 6 | 20 | 34 |
| Premium - 8 (24/7) | 8 | 8 | 22 | 36 |
| Premium - 12 (24/7) | 12 | 12 | 26 | 40 |

Note: Premium - 12 (24/7) will be the default for each **nbn**TM Enterprise Ethernet Ordered Product if RSP does not acquire any of the optional Premium Assurance Service Product Feature options specified in section 4 of the [nbnTM Enterprise Ethernet Product Description](#).

2.2 Conditions

- (a) The Service Levels in this section 2 do not apply to:
 - (i) Enterprise Ethernet Faults caused by use of an Ordered Product which breaches the [nbnTM Enterprise Ethernet Fair Use Policy](#); or
 - (ii) Enterprise Ethernet Faults in respect of which RSP does not use the correct notification procedure in accordance with Module 5 of the [nbnTM Enterprise Ethernet Operations Manual](#).
- (b) Subject to section 2.2(c), the Service Levels for an Enterprise Ethernet Fault are measured as follows:
 - (i) if a site visit is not required, or 24/7 End User Availability Time is selected, from the time of Trouble Ticket Acknowledgement; or

- (ii) if a site visit is required and 24/7 End User Availability Time is not selected, from the First Available Time.
- (c) If **nbn** raises an Infrastructure Restoration Trouble Ticket for a Network Fault that affects one or more Enterprise Ethernet Ordered Products, then measurement of the Service Level for rectifying each corresponding Enterprise Ethernet Fault will start from the time at which the Infrastructure Restoration Trouble Ticket identifies that Enterprise Ethernet Fault as being associated with the Network Fault, if that time is earlier than the time at which the Enterprise Ethernet Fault rectification Service Level measurement would have started under section 2.2(b).

2.3 Enterprise Ethernet Fault Rebate

- (a) **nbn** will provide RSP with an Enterprise Ethernet Fault Rebate if **nbn** does not achieve a Service Level set out in this section 2 in respect of an Ordered Product as follows:

| Premium Assurance Service option | Enterprise Ethernet Fault Rebate amount as a percentage of the relevant Monthly Recurring Charges payable by RSP in the relevant Billing Period | |
|----------------------------------|---|---|
| | Enterprise Ethernet Fault restored between 1 and 2 hours in excess of the Service Level | Enterprise Ethernet Fault restored 2 hours or more in excess of the Service Level |
| Premium - 4 (24/7) | 20% | 50% |
| Premium - 6 (24/7) | 15% | 25% |
| Premium - 8 (24/7) | 10% | 20% |
| Premium - 12 (24/7) | 10% | 20% |

Note: Premium - 12 (24/7) will be the default for each **nbn**TM Enterprise Ethernet Ordered Product if RSP does not acquire any of the optional Premium Assurance Service Product Feature options specified in section 4 of the [nbnTM Enterprise Ethernet Product Description](#).

- (b) The amount of all Enterprise Ethernet Fault Rebates payable for each Ordered Product is capped in each Billing Period at the Monthly Recurring Charge payable by RSP for that Ordered Product in that Billing Period.
- (c) RSP must submit any claim for an Enterprise Ethernet Fault Rebate within 6 months from the last day of the month to which the Enterprise Ethernet Fault Rebate relates in accordance with the claims process in section 7.3 of the [nbnTM Enterprise Ethernet Operations Manual](#).

2.4 No double recovery

If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to RSP in connection with an Enterprise Ethernet Fault in respect of which **nbn** has previously paid an Enterprise Ethernet Fault Rebate to RSP:

- (a) that amount of the Enterprise Ethernet Fault Rebate will cease to be an Enterprise Ethernet Fault Rebate for the purposes of Module E of the [Head Terms](#);
- (b) that amount will be deemed to have been paid in satisfaction of any Liability in connection with that Enterprise Ethernet Fault to which clause E1.3(a) of the [Head Terms](#) applies; and
- (c) for the avoidance of doubt, **nbn** will have no further Liability to RSP under section 2.3 in respect of that Enterprise Ethernet Fault.

Section 3 sets out the Performance Objective that **nbn** offers for Network Availability.

3. Enterprise Ethernet Network Availability

3.1 Purpose

The Network Availability Performance Objective is intended to capture the reliability of the Enterprise Ethernet Network by measuring, as Unavailable Time, the time during which ordered products supplied across the Enterprise Ethernet Network experience total loss of connectivity. The Performance Objective excludes interruptions to connectivity due to the following circumstances, which do not reflect the reliability of the Enterprise Ethernet Network:

- (a) intentional interruptions to connectivity that do not reflect the resilience of the Enterprise Ethernet Network, such as Planned Outages and Emergency Outages; and
- (b) failures that occur due to factors outside of **nbn**'s control such as Force Majeure Events.

3.2 Performance Objective for Network Availability

- (a) **nbn** will aim to achieve Network Availability of 99.95% in respect of all **nbn**TM Enterprise Ethernet ordered products supplied to all of **nbn**'s retail service providers over the Enterprise Ethernet Network.
- (b) The Performance Objective in section 3.2(a) is measured based on combined availability of all **nbn**TM Enterprise Ethernet ordered products (between the NNI and the UNI) supplied by **nbn** over the Enterprise Ethernet Network to all of **nbn**'s retail service providers in each 12 month period referred to in section 4.3(a)(iii).
- (c) **Network Availability** is calculated under section 3.2(a) as follows:

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

Where, for the purposes of this section 3.2:

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 **nbn**TM Enterprise Ethernet ordered product to all of **nbn**'s retail service providers over the Enterprise Ethernet Network during that 12 month period (excluding Intentional Interruptions).

Unavailable Time means, in respect of the relevant 12 month period, the total number of minutes that each **nbn**TM Enterprise Ethernet ordered product which **nbn** has agreed to supply to all of **nbn**'s retail service providers over the Enterprise Ethernet Network during that 12 month period was Unavailable.

Note: Exclusions apply as set out in section 3.3(b).

Unavailable means where all OVC connectivity between the NNI and the UNI is Lost.

This is measured as follows:

- (i) where that loss of connectivity is associated with a trouble ticket that is not an Infrastructure Restoration Trouble Ticket, from the time that **nbn** has acknowledged that trouble ticket or the First Available Time in respect of that service fault until the time that the trouble ticket is resolved; or
- (ii) where that loss of connectivity is associated with an Infrastructure Restoration Trouble Ticket, from the earlier of:

- (A) the time that **nbn** identifies that network fault by means of a network alarm; and
- (B) the time that **nbn** raises the relevant Infrastructure Restoration Trouble Ticket,

until the relevant Infrastructure Restoration Trouble Ticket is resolved.

Intentional Interruptions means Planned Outages and Emergency Outages.

Lost means where an Enterprise Ethernet Fault has occurred and **nbn** has determined, acting reasonably, that the Enterprise Ethernet 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 Enterprise Ethernet Fault service levels apply concurrently will only be measured once.*

3.3 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when the Enterprise Ethernet Network is 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 7 under this Agreement or under any Other Wholesale Broadband Agreement;
 - (ii) any Intentional Interruptions 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; or
 - (iv) breach of the [nbn](#)TM Enterprise 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.

Part B: Measurement

4. Measurement

4.1 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**).

4.2 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 RSP 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 RSP of the outcome of that review.

4.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP 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.

4.4 Data Enquiries

- (a) RSP 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).

Part C: Operational Targets

*Section 5 sets out the Operational Targets for **nbn**[™] Enterprise Ethernet. See section 6 for rules of interpretation that apply to these Operational Targets.*

5. Operational Targets

The Operational Targets are non-binding and aspirational and will not be reported to RSP.

5.1 Committed Delivery Date

nbn will aim to provide a Committed Delivery Date within 10 Business Days of Order Accepted Notification.

Part D: Interpretation and Exclusions

6. Interpretation

6.1 Service Levels apply in Operational Hours

- (a) All references to time in this **nbn**TM Enterprise 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 |
|---------------------|-------------------|
| Premium - 12 (24/7) | 24 hours a day |
| Premium - 8 (24/7) | |
| Premium - 6 (24/7) | |
| Premium - 4 (24/7) | |

Note: Premium - 12 (24/7) will be the default for each **nbn**TM Enterprise Ethernet Ordered Product if RSP does not acquire any of the optional Premium Assurance Service Product Feature options specified in section 4 of the [nbnTM Enterprise Ethernet Product Description](#).

- (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 the later of Trouble Ticket Acknowledgement and (if applicable) the First Available Time; and
- (ii) ends at the time at which **nbn** notifies RSP (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) 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; or
- (iii) a 'Resolved' Status is applied to any Trouble Ticket,
- measurement of **nbn**'s performance, and the accrual of any Commercial Rebates, will be suspended for the period that matter causes or contributes to that status.

6.2 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; |

| If the period of time is expressed to: | then the period of time: |
|---|---|
| | and <ul style="list-style-type: none"> excludes the day on which the relevant order is placed. |
| 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 an Enterprise Ethernet Fault, upon restoration | ends when nbn first sends RSP 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.

6.3 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 Enterprise Ethernet Service Levels Schedule will be pro-rated to reflect that shorter period.

7. 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 Enterprise Ethernet Service Levels Schedule and a failure to achieve a Service Level or 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 this Agreement.
- (c) Service Levels, Performance Objectives and Operational Targets do not apply, and Commercial Rebates do not accrue, 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;
 - (ii) this Agreement provides that the Commercial Rebates do not accrue; or
 - (iii) **nbn**'s ability to perform a relevant Activity is adversely affected by an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.
- (d) Without limiting section 7(c), Service Levels, Performance Objectives and Operational Targets do not apply, and Commercial Rebates do not accrue, for the period and to the extent that **nbn**'s ability to perform a relevant Activity is adversely affected by:
- (i) any inability of **nbn** or its Personnel to gain or have access to a location necessary to perform works;
 - (ii) a failure by the Appointment Representative to be in attendance at the Premises if a site visit is required;

- (iii) any act or omission of an End User (or any of their respective Personnel) in connection with installing, moving, removing or altering any **nbn**TM Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;
- (iv) the time taken to obtain a Government Agency approval, permit or licence;
- (v) the time taken for an electricity company or utility to perform any works or provide any other inputs, including as part of any design process conducted in conjunction with **nbn**;
- ~~(vi) changes to **nbn**'s agreement with an Upstream Service Provider (including as may arise on any renegotiation of that agreement or through any replacement agreement);~~
- ~~(vii) an impact to the service provided to **nbn** by an Upstream Service Provider (including any failure to provide such service in full or in part); or~~
- ~~(viii) any act or omission of an RSP or an End User (or any of their respective Personnel) in connection with installing, moving, removing or altering any goods, services, or rights provided to **nbn** from an Upstream Service Provider other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter.~~