

# Service Levels Schedule

**nbn**<sup>®</sup> Ethernet Product Module

Wholesale Broadband Agreement





# Service Levels Schedule

## nbn<sup>®</sup> Ethernet Product Module

### Wholesale Broadband Agreement

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|------------|--|---------------------|
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| <u>5.x</u> | <u>Expiry of Continued Ordering Period for UNI-V and Battery Backup for nbn Ethernet (Fibre)</u> | <u>26 June 2024</u> |

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#### Environment

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

## Introduction

This document describes the Service Levels that apply to the **nbn**<sup>®</sup> Ethernet Product. It also sets out the Performance Objectives that apply for certain Service Levels.

The Service Levels and Performance Objectives are arranged in this **nbn**<sup>®</sup> 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.

**nbn** will meet or exceed the Service Levels and Performance Objectives in this **nbn**<sup>®</sup> Ethernet Service Levels Schedule. 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 RSP in some circumstances where RSP or Downstream Service Provider has paid Primary Damages. Any such failure will not constitute a breach of this Agreement and **nbn**'s liability will be limited in accordance with clause E1.2 of the [Head Terms](#).

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**<sup>®</sup> 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 (End User Connections, Appointments, End User Fault rectification, Enhanced Fault rectification and Trouble Ticket Appointments). 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 D: Operational Targets

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## Part E: Interpretation and Exclusions

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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 22 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          | 40            | N/A                 |
|                               | Service Class 2               | 9  | 14                                   | 19          | 35            | N/A                 |
|                               | Service Class 3               | 1  | 1                                    | 1           | 1             | 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 <sup>1</sup>  | N/A  | N/A                                  | N/A         | N/A           | N/A                 |
|                               | Service Class 8               | 20   | 20                                   | 20          | 35            | N/A <sup>2</sup>    |
|                               | 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 <sup>3</sup> | 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                 |

| 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 |
|              | Service Class 24                                   | 1  | N/A                                  | N/A         | N/A           | N/A                 |
| FTTC Network | Service Class 30                                   | N/A  | N/A                                  | N/A         | N/A           | N/A                 |
|              | Service Class 31                                   | 14   | 19                                   | 19          | N/A           | N/A                 |
|              | Service Class 32                                   | 9  | 14                                   | 19          | N/A           | N/A                 |
|              | Service Class 33                                   | 9  | 14                                   | 19          | N/A           | N/A                 |
|              | Service Class 34 (FTTC-NCD Shortfall) <sup>4</sup> | 9  | 14                                   | 19          | N/A           | N/A                 |
|              | Service Class 34 <sup>5</sup>                      | 1  | 1                                    | 1           | N/A           | N/A                 |

**Notes:**

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

<sup>2</sup> An Operational Target applies: see section 21.8.

<sup>3</sup> Service Class 11 is not applicable to **nbn**<sup>®</sup> Ethernet (FTTB).

<sup>4</sup> Applies to a Standard Connection at a Service Class 34 Premises in respect of which an FTTC-NCD Shortfall applies.

<sup>5</sup> Applies to a Standard Connection at a Service Class 34 Premises in respect of which an FTTC-NCD Shortfall does not apply.

- (b) The Service Levels for Priority Assistance Connections in respect of Service Class 3, 13, 24 and 34 (in respect of which no FTTC-NCD Shortfall applies) Premises and Accelerated Connections in respect of Service Class 1, 2, 11, 12, 21, 22, 23, 31, 32, 33 and 34 (in respect of which an FTTC-NCD Shortfall applies) Premises, from the time of Order Acknowledgement are:

| Location of Premises          | Priority Assistance Connection (hours)<br>(Service Class 3, 13, 24 and 34 <sup>2</sup> Premises only) | Accelerated Connection (Business Days)<br>(Service Class 1, 2, 11, 12, 21, 22, 23, 31, 32 and 33, 34 (FTTC-NCD Shortfall) <sup>3</sup> Premises only) |
|-------------------------------|---|---|
| Urban Area                    | 24  | 4   |
| Major Rural Area <sup>1</sup> | 24  | 9   |
| Minor Rural Area <sup>1</sup> | 24  | 14  |
| Remote Area <sup>1</sup>      | 48  | N/A   |

|                            |    |     |
|----------------------------|----|-----|
| Isolated Area <sup>1</sup> | 48 | N/A |
|----------------------------|----|-----|

**Notes:**

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

<sup>2</sup> Applicable only to a Service Class 34 Premises in respect of which an FTTC-NCD Shortfall does not apply.

<sup>3</sup> Applicable only to a Service Class 34 Premises in respect of which an FTTC-NCD Shortfall applies.

- (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 retail service providers each month.

## 1.3 Conditions

- (a) RSP must maintain and retain up-to-date and accurate records, materials, documents and correspondence relevant to each Accelerated Connection and Priority Assistance Connection that RSP 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 RSP 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 22.6, 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 RSP 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, RSP 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)~~(d) If RSP 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, Service Class 23, Service Class 31, Service Class 32, Service Class 33 or Service Class 34 (in respect of which an FTTC-NCD Shortfall applies) 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)~~(e) If RSP places an order for an Accelerated Connection at a Service Class 3, Service Class 13, Service Class 24 or Service Class 34 (in respect of which an FTTC-NCD Shortfall does not apply) 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.
- ~~(g)~~(f) If RSP orders a Standard Connection for a Service Class 34 Premises in respect of which an FTTC-NCD Shortfall applies, the Service Levels for Service Class 34 (FTTC-NCD Shortfall) will apply to that Standard Connection.

#### 1.4 Connection Rebate

- (a) **nbn** will provide RSP with a Connection Rebate for each End User Connection for an **nbn**<sup>®</sup> Ethernet Ordered Product (except for End User Connections in Limited Access Areas) performed by **nbn**, which **nbn** fails to perform in accordance with the applicable Service Level.
- (b) Subject to sections 1.4(c) to 1.4(d), the amount of each Connection Rebate will be calculated as follows, capped at a maximum of 30 Rebate Days:
- (i) \$7.50 per Rebate Day for any End User Connection other than a Priority Assistance Connection; and
  - (ii) \$10 per Rebate Day for any Priority Assistance Connection.
- (c) If **nbn** is liable to RSP for CSG Compensation or under section 118A of the TCPSS Act in connection with any End User Connection, **nbn** may:
- (i) reduce the amount of any future Connection Rebates that are or become payable to RSP; and
  - (ii) by giving notice, require RSP to repay any previous Connection Rebates paid to RSP,
- up to an amount equal to the total of **nbn**'s liability to RSP for CSG Compensation and under section 118A of the TCPSS Act in connection with End User Connections.
- (d) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to RSP in connection with an End User Connection for an Ordered Product in respect of which **nbn** has previously paid a Connection Rebate to RSP:
- (i) the amount of the Connection Rebate that **nbn** paid to RSP 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 RSP under this section 1.4 in respect of that End User Connection for that Ordered Product.
- (e) **nbn** will pay Connection Rebates (if any) to RSP by applying them to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (f) RSP must take reasonable steps to ensure that, for each Connection Rebate provided to RSP under this section 1.4, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Connection Rebate.

## 1.5 Failed Connection Rebate

- (a) Subject to section 1.5(b), **nbn** will provide RSP with a Failed Connection Rebate for each **nbn**<sup>®</sup> Ethernet Ordered Product:
  - (i) for which **nbn** accepted a Service Fault Trouble Ticket within 20 Business Days of completing the End User Connection for the Ordered Product; and
  - (ii) that was continuously incapable of being used to receive or transmit data from the time the End User Connection was completed until that Service Fault Trouble Ticket was accepted.
- (b) Subject to sections 1.5(e) to 1.5(f), the amount of each Failed Connection Rebate for an **nbn**<sup>®</sup> Ethernet Ordered Product will be equal to the recurring Charges payable (after the application of any other Discount, Credit, Rebate or Waiver) for that Ordered Product during the Failed Connection Period, calculated on a daily pro-rated basis.

**Note:** The amount of the Failed Connection Rebate will not take into account Charges that apply to, or are calculated by reference to, multiple **nbn**<sup>®</sup> Ethernet Ordered Products, such as Overage Charges and Charges for NNI Product Components.

- (c) **Failed Connection Period** means, in respect of an **nbn**<sup>®</sup> Ethernet Ordered Product to which a Failed Connection Rebate applies, the period that:
  - (i) starts on the Ready for Use Date for that Ordered Product; and
  - (ii) ends when the relevant End User Fault is rectified.
- (d) A Failed Connection Rebate will not be payable until the relevant End User Fault is rectified.
- (e) Failed Connection Rebates do not apply in connection with End User Faults which are closed on the basis that they are External Faults or End User Faults to which Service Levels do not apply in accordance with this **nbn**<sup>®</sup> Ethernet Service Levels Schedule, including section 8.6.
- (f) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to RSP in connection with an End User Fault in respect of which **nbn** has previously paid a Failed Connection Rebate to RSP:
  - (i) the amount of the Failed Connection Rebate that **nbn** paid to RSP in connection with that particular End User Fault will cease to be a Failed 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 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 RSP under this section 1.5 in connection with that End User Fault.

- (g) **nbn** will pay Failed Connection Rebates (if any) to RSP by applying them to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (h) If measurement is suspended under section 22.1(d) for any Service Level, Performance Objective or Operational Target that applies to a Service Fault Trouble Ticket related to a Failed Connection Rebate, then despite section 22.1(d), that suspension will not suspend the accrual of that Failed Connection Rebate.

*Section 2 sets out the Service Levels, Performance Objectives and Missed Connection Appointment Rebates that **nbn** offers for End User Connection Appointments and Professional Wiring Service Appointments. See section 22 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

## 2. End User Connection Appointments and Professional Wiring Service Appointments

### 2.1 Service Levels for End User Connection Appointments and Professional Wiring Service Appointments

The Service Levels for Appointments to attend a Premises made by RSP and confirmed by **nbn** for End User Connections, Network Activities performed in relation to End User Connections, and Professional Wiring Services 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 |

\* **Note:** Between 4 and 5 hours means a period of more than 4 hours but not more than 5 hours.

### 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 retail service providers each month.

### 2.3 Conditions

- (a) **nbn** may change the Appointment window for any Appointment where the Appointment Representative is required to be in attendance at the Premises:
- (i) by giving RSP at least 26 hours' notice;
  - (ii) by obtaining the agreement of the Appointment 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 RSP reserves an Appointment in respect of the **nbn**<sup>®</sup> Ethernet (Satellite), RSP is reserving installation capacity (that is, the reserved Appointment may not be the date that the Appointment will occur). **nbn** will contact the Appointment Representative 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 RSP, 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 Appointment Representative was not at the Premises for the initial Actual Appointment.

### 2.4 Missed Connection Appointment Rebate

- (a) **nbn** will provide a Missed Connection Appointment Rebate to RSP in respect of each Actual Appointment to attend a Premises for an End User Connection or a Professional Wiring Service (other than a Co-ordinated Appointment) that is made by RSP and confirmed by **nbn**, which **nbn** does not attend in accordance with the applicable Service Level.
- (b) Subject to sections 2.4(c) to 2.4(d), the amount of each Missed Connection Appointment Rebate will be as follows:
- (i) \$50 for each First Missed Connection Appointment; and
  - (ii) \$75 for each Subsequent Missed Connection Appointment,

where:

**Missed Connection Appointment** means an Actual Appointment that **nbn** does not attend in accordance with the applicable Service Level;

**First Missed Connection Appointment** means a Missed Connection Appointment in respect of an End User Connection or a Professional Wiring Service, for which there has been no previous Missed Connection Appointment;

**Subsequent Missed Connection Appointment** means a Missed Connection Appointment in respect of an End User Connection or a Professional Wiring Service, for which there has been one or more previous Missed Connection Appointments; and

- (c) The amount of any Missed Connection Appointment Rebate will be reduced by 50% if:
- (i) **nbn** attends the relevant Premises on the day of the relevant Actual Appointment; and
  - (ii) the Appointment Representative consents (either prior to, or at the time of, **nbn**'s attendance) to **nbn** performing the End User Connection or a Professional Wiring Service at a time other than the required time under the Service Level for the Actual Appointment.
- (d) If **nbn** is liable to RSP for CSG Compensation or under section 118A of the TCPSS Act in connection with any Actual Appointment, **nbn** may:
- (i) reduce the amount of any future Missed Connection Appointment Rebates that are or become payable to RSP; and
  - (ii) by giving notice, require RSP to repay any previous Missed Connection Appointment Rebates paid to RSP,

up to an amount equal to the total of **nbn**'s liability to RSP for CSG Compensation and under section 118A of the TCPSS Act in connection with Actual Appointments.

- (e) **nbn** will pay Missed Connection Appointment Rebates (if any) by applying them to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (f) RSP must take reasonable steps to ensure that, for each Missed Connection Appointment Rebate provided to RSP under this section 2.4, an equal amount is paid or credited to the relevant Affected End User.

## 2.5 Co-ordinated Appointment Rebate

- (a) A Co-ordinated Appointment Rebate may be payable in relation to a Co-ordinated Appointment to attend a Premises for a Standard Connection or Professional Wiring Service made by RSP and confirmed by **nbn**.
- (b) **nbn** will provide RSP with a Co-ordinated Appointment Rebate if RSP makes and **nbn** confirms a Co-ordinated Appointment to attend a Premises for a Standard Connection or Professional Wiring Service and **nbn** does not attend the Co-ordinated Appointment within the Service Level for attending the Co-ordinated Appointment.
- (c) The amount of a Co-ordinated Appointment Rebate under section 2.5(a) will be equal to the Charge for the relevant Co-ordinated Appointment.
- (d) **nbn** will pay the Co-ordinated Appointment Rebate by applying it to RSP's invoice in accordance with section 8.5 of the [WBA Operations Manual](#).

*Section 3 sets out the Service Levels and Performance Objectives that **nbn** offers for Activations. See section 22 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       | 3                             |
| NNI Group Activation | 15                            |
| NNI Link Activation  | 15                            |
| V-NNI Activation     | 15                            |

### 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         | 95% or more           |
| NNI Group Activation   | 95% or more           |
| NNI Link Activation    | 95% or more           |
| V-NNI Activation       | 95% 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 retail service providers each month.

*Section 4 sets out the Performance Objectives that **nbn** offers for Completion Advices. See section 22 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**<sup>®</sup> Ethernet (FTTB) or **nbn**<sup>®</sup> Ethernet (FTTN):

| Activity  | Performance Objective |
|---|-----------------------|
| Completion Advices delivered within 15 minutes from the time of completion of the End User Connection                   | 85% or more           |
| Completion Advices delivered within 1 hour from the time of completion of the End User Connection                       | 95% 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           |

- (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 retail service providers each month in respect of **nbn**<sup>®</sup> Ethernet (FTTB) or **nbn**<sup>®</sup> Ethernet (FTTN).

## 4.2 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 15 minutes from the time of completion of the service transfer | 95% or more           |
| Completion Advices delivered within 1 hour from the time of completion of the service transfer     | 99% or more           |

- (b) Each Performance Objective in this section 4.2 is measured based on the total number of service transfers performed for all of **nbn**'s retail service providers each month.

*Section 5 sets out the Performance Objectives and relevant Rebates that **nbn** offers for Network Activities. See section 22 for rules of interpretation that apply to these Performance Objectives.*

## 5. Network Activity

### 5.1 Performance Objectives for Network Activities

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of Network Activities performed by **nbn**:

| Activity   | Performance Objective |
|--|-----------------------|
| For a Network Activity performed in respect of a TC-4 Ordered Product, the Network Activity is completed on or before the TC-4 Target Network Activity Date.   | 90% or more           |
| For a Network Activity performed in respect of a TC-2 Ordered Product, the Network Activity is completed on or before the date that is 125 Business Days from the Network Activity Designation Date. | 90% or more           |

- (b) Each Performance Objective in this section 5.1 is measured based on the total number of relevant Network Activities that were completed by **nbn** for all of **nbn**'s retail service providers each month.

### 5.2 Performance Objectives for Network Activity updates

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of each Network Activity performed by **nbn**:

| Activity  | Performance Objective |
|---|-----------------------|
| Provide an Initial Network Activity Update within 20 Business Days after the Network Activity Designation Date. | 90% or more           |
| Provide an Estimated Network Activity Date within 30 Business Days after the Network Activity Designation Date. | 90% or more           |

- (b) Each Performance Objective in this section 5.2 is measured based on the total number of Initial Network Activity Updates or Estimated Network Activity Dates (as the case may be) that **nbn** provides in respect of all of **nbn**'s retail service providers each month.

### 5.3 PIR Objective Rebate

- (a) Subject to section 5.3(b), **nbn** will provide RSP with a PIR Objective Rebate for each PIR Affected Billing Period for each **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN) or **nbn**<sup>®</sup> Ethernet (FTTC) AVC TC-4 Ordered Product Component that:
- (i) is not capable of achieving its PIR Objective; and
  - (ii) is designated for a Network Activity by **nbn**.
- (b) A PIR Objective Rebate will not apply to an **nbn**<sup>®</sup> Ethernet (FTTC) Ordered Product with an AVC TC-4 bandwidth profile of 25 Mbps PIR (TC-4) downstream and 10 Mbps PIR (TC-4) upstream or higher, unless the Line Rate at the **nbn**<sup>®</sup> Downstream Network Boundary in respect of the relevant Premises is not capable of achieving the provision of an AVC TC-4 bandwidth profile of 25 Mbps PIR (TC-4) downstream and 5 Mbps PIR (TC-4) upstream.
- (c) **PIR Affected Billing Period** means, in respect of an AVC TC-4 Ordered Product Component designated for a Network Activity by **nbn** because it is not capable of achieving its PIR Objective:
- (i) either:
    - (A) where **nbn** has designated that the Network Activity will occur under a Prior WBA, the Billing Period in which the Start Date occurs; or
    - (B) where **nbn** has designated that the Network Activity will occur under this Agreement, the Billing Period in which **nbn** acknowledges a Trouble Ticket that gives rise to the designated Network Activity; and
  - (ii) each subsequent Billing Period up to (and including) the Billing Period in which the designated Network Activity is completed.
- (d) The amount of the PIR Objective Rebate provided for a PIR Affected Billing Period will be as follows:
- (i) \$10 for each of the first three consecutive PIR Affected Billing Periods;
  - (ii) \$15 for each of the fourth, fifth and sixth consecutive PIR Affected Billing Periods; and
  - (iii) \$20 for each subsequent consecutive PIR Affected Billing Period.
- (e) **nbn** will pay the PIR Objective Rebate (if any) to RSP by applying it to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (f) RSP must take reasonable steps to ensure that, for each PIR Objective Rebate provided to RSP under this section 5.3, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that PIR Objective Rebate.

### 5.4 Conditions

- (a) If measurement is suspended for any Service Level, Performance Objective or Operational Target that applies to any order or Trouble Ticket associated with a Network Activity:

- (i) if that suspension is due to a 'Held' Status applied to the order or Trouble Ticket for **nbn** to perform a Network Activity, then despite section 22.1(d)(iii), measurement of the Performance Objectives under this section 5 will not be suspended for the period that 'Held' Status applies; and
  - (ii) except as set out in section 5.4(a)(i), the measurement of the Performance Objectives in this section 5 will be suspended for the same period that measurement is suspended for the order or Trouble Ticket.
- (b) If measurement is suspended for any Service Level, Performance Objective or Operational Target that applies to any order or Trouble Ticket associated with a Network Activity, despite sections 5.4(a)(ii) and 22.1(d), that suspension will not suspend the accrual of any PIR Objective Rebate.
- (c) Where **nbn** has designated that a Network Activity will occur under a Prior WBA:
- (i) **nbn** will perform that Network Activity in accordance with the processes in that Prior WBA; and
  - (ii) that Network Activity will not be subject to the Performance Objectives under this section 5 and will instead be subject to the applicable Performance Objectives in that Prior WBA.

**Note:** For clarity, any "Remediation" (as defined in a Prior WBA) designated under a Prior WBA constitutes a Network Activity under this Agreement.

Section 6 sets out the Performance Objective that **nbn** offers for Interference Mitigation. See section 22 for rules of interpretation that apply to this Performance Objective.

## 6. Interference Mitigation

### 6.1 Performance Objective for 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 Estimated Interference Mitigation Date | 90% or more           |

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

### 6.2 Conditions

If measurement is suspended for any Service Level, Performance Objective or Operational Target that applies to any Trouble Ticket associated with Interference Mitigation:

- (a) if that suspension is due to a 'Held' Status applied to the Trouble Ticket for **nbn** to perform Interference Mitigation, then despite section 22.1(d)(iii), that suspension will not suspend the measurement of any Performance Objective under this section 6; and
- (b) except as set out in section 6.2(a), the measurement of the Performance Objective in this section 6 will be suspended for the same period that measurement is suspended for the Trouble Ticket.



*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 RSP has fully complied with a More Information Required Notification is 2 hours from the time RSP notifies **nbn** that RSP 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 | 95% 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 retail service providers 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, Priority Assistance Fault rectifications, Priority Assistance Incident rectifications or any Trouble Ticket that is flagged for Dispute Validation in accordance with the [WBA Operations Manual](#).
- (b) Section 22.1(d) does not apply to the Service Levels or Performance Objective in this section 7.
- (c) On and from the Dispute Validation Availability Date, despite sections 8.1 and 10.1, the measurement of each End User Fault rectification and End User Incident rectification Service Level will commence from the time of Trouble Ticket Acknowledgement in each of the following circumstances:
  - (i) where a Trouble Ticket is flagged for Dispute Validation in accordance with the [WBA Operations Manual](#) and **nbn** agrees with RSP's dispute; and
  - (ii) such other circumstances as notified by **nbn** from time to time.

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 22 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 Service Fault Trouble Ticket Acceptance (or Trouble Ticket Acknowledgement if section 7.3(c) applies) are:

| Location of Premises  | End User Fault rectification Service Level by <b>nbn</b> <sup>®</sup> Network  |   |
|---|--|---|
|   | Fibre Network, FTTB Network, FTTN Network, FTTC Network <sup>6</sup> , HFC Network <sup>1</sup> and Wireless Network | Satellite Network   |
| Urban Area and other locations where End User Fault does not require external or internal plant work or <b>nbn</b> attendance at Premises | 5:00pm next Business Day   | 5:00pm next Business Day <sup>2</sup><br>5:00pm third Business Day <sup>3</sup> |
| Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or <b>nbn</b> 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 <b>nbn</b> 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 <b>nbn</b> attendance at Premises                          | 5:00pm tenth Business Day <sup>4</sup>   | 5:00pm tenth Business Day   |
| Limited Access Area where End User Fault requires external or internal plant work or <b>nbn</b> attendance at Premises                    | N/A  | N/A <sup>5</sup>  |

**Notes:**

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

<sup>2</sup> 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.

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

<sup>4</sup> Applies only to **nbn**<sup>®</sup> Ethernet (Fibre).

<sup>5</sup> An Operational Target applies: see section 21.8.

<sup>6</sup> If RSP selects the Self Replacement – FTTC option at the time of submitting a Service Fault Trouble Ticket, the Service Level that will apply to that Service Fault will be the applicable Service Level set out in the table

above for an End User Fault that requires internal plant work. For example, for an End User Fault for a Premises located in a Major Rural Area, the applicable Service Level would be 5:00pm the second Business Day. On and from the date notified by **nbn**, the applicable Service Level in these circumstances will be extended by an additional 1 Business Day. For example, for a Premises located in a Major Rural Area, the applicable Service Level will instead be 5:00pm the third Business Day.

## 8.2 Service Levels for Priority Assistance Fault rectification

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

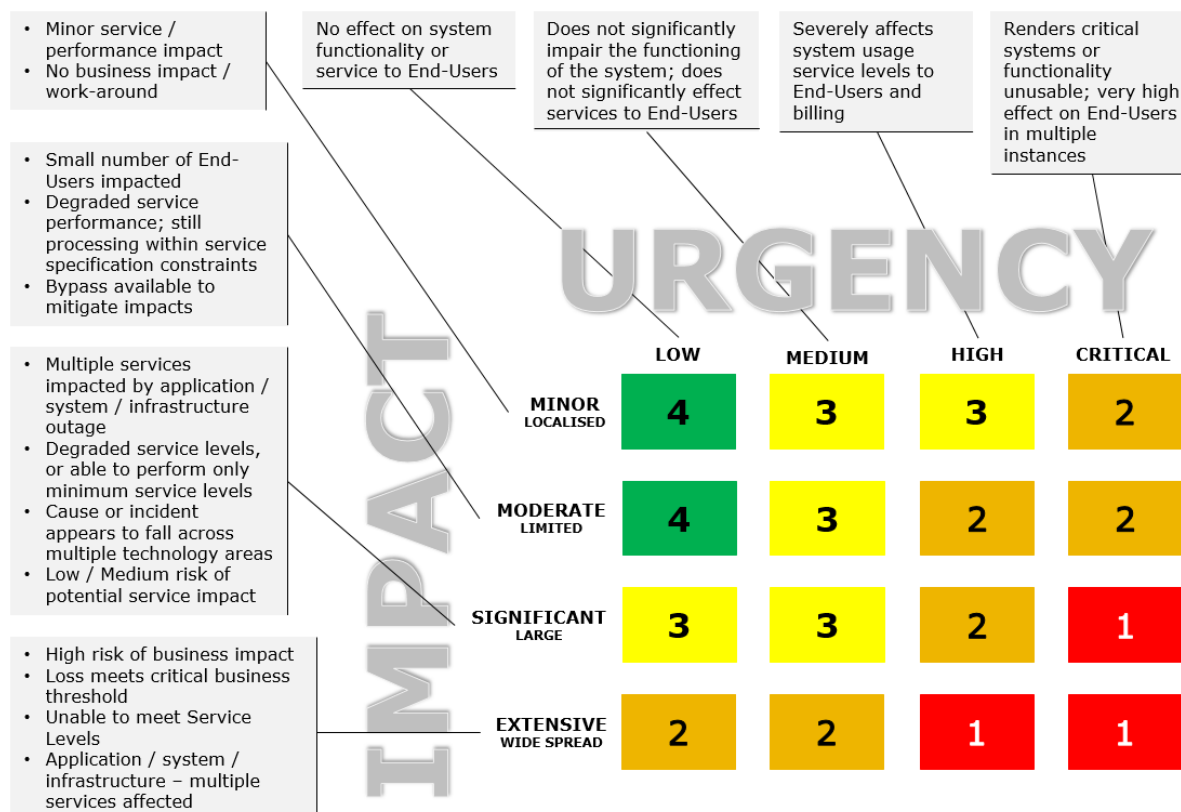
| Location of Premises  | Priority Assistance Fault rectification Service Levels (hours) |
|---|--|
| Urban Area, Major Rural Area or Minor Rural Area.   | 24   |
| Remote Area where Priority Assistance Fault does not require external or internal plant work or <b>nbn</b> attendance at Premises |  |
| Remote Area where Priority Assistance Fault requires external or internal plant work or <b>nbn</b> 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<br>(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 accordance with the relevant Service Levels | 90% or more           |
| 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 retail service providers' 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) **nbn** will provide RSP with a Service Fault Rebate for each End User Fault affecting an **nbn**® Ethernet Ordered Product (except Enhanced Faults and End User Faults in Limited Access Areas) rectified by **nbn**, which **nbn** fails to rectify in accordance with the applicable Service Level.

- (b) Subject to sections 8.5(c) to 8.5(f), the amount of each Service Fault Rebate will be calculated as follows, capped at a maximum of 60 Rebate Days:
- (i) \$15 per Rebate Day for any End User Fault other than a Priority Assistance Fault; and
  - (ii) \$20 per Rebate Day for any Priority Assistance Fault.
- (c) In addition to Enhanced Faults and End User Faults in Limited Access Areas (which are excluded under section 8.5(a)), Service Fault Rebates do not apply to End User Faults which are closed on the basis that they are External Faults, or End User Faults to which Service Levels do not apply in accordance with this **nbn**<sup>®</sup> Ethernet Service Levels Schedule, including section 8.6.
- (d) If **nbn** is liable to RSP 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 RSP; and
  - (ii) by giving notice, require RSP to repay any previous Service Fault Rebates paid to RSP,
- up to an amount equal to the total of **nbn**'s liability to RSP for CSG Compensation and under section 118A of the TCPSS Act in connection with End User Fault rectification and End User Incident rectification.
- (e) If **nbn** is Liable, as a result of a Material Service Failure, to pay damages to RSP in connection with an End User Fault in respect of which **nbn** has previously paid a Service Fault Rebate to RSP:
- (i) the amount of the Service Fault Rebate that **nbn** paid to RSP 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 RSP under this section 8.5 in respect of that End User Fault.
- (f) **nbn** will not be liable to provide a Service Fault Rebate to RSP in respect of an End User Fault if:
- (i) RSP does not submit a Service Fault Trouble Ticket in respect of that End User Fault; or
  - (ii) **nbn** reclassifies the relevant Trouble Ticket as a Performance Incident Trouble Ticket in accordance with the [WBA Operations Manual](#).
- (g) **nbn** will pay the Service Fault Rebates (if any) to RSP by applying them to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (h) RSP must take reasonable steps to ensure that, for each Service Fault Rebate provided to RSP under this section 8.5, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Service Fault Rebate.

## 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 RSP 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).

*Section 9 sets out the Service Levels and Performance Objectives that **nbn** offers for Enhanced Fault rectification. See section 22 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 <b>nbn</b> attendance at Premises | Major Rural Area and Minor Rural Area where the Enhanced Fault requires external or internal plant work or <b>nbn</b> attendance at Premises | Remote Area where the Enhanced Fault requires external or internal plant work or <b>nbn</b> 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   |
| Enhanced (90 Day)-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 retail service providers' Enhanced Faults rectified in accordance with the relevant Service Level each month.

## 9.3 Calculation of the Enhanced Fault Rectification Rebate

Subject to section 9.4, where **nbn** supplies RSP with an Enhanced Fault Rectification Service in respect of an Ordered Product, for each occasion on which **nbn** does not achieve an Enhanced Fault rectification Service Level in respect of that Ordered Product, **nbn** will provide RSP with an Enhanced Fault Rectification Rebate, as follows:

| Enhanced Fault Rectification Service option | Rebate amount  |  |
|---|--|--|
|   | <b>nbn</b> is less than 1 hour in excess of the applicable Service Level | <b>nbn</b> is 1 hour or more in excess of the applicable Service Level |
| Enhanced – 4                                | \$40.00  | \$115.00   |
| Enhanced – 4 (24/7)                         | \$75.00  | \$150.00   |
| Enhanced – 6                                | \$32.50  | \$107.50   |
| Enhanced – 6 (24/7)                         | \$65.00  | \$140.00   |
| Enhanced – 8                                | \$25.00  | \$100.00   |
| Enhanced – 8 (24/7)                         | \$55.00  | \$130.00   |
| Enhanced – 12                               | \$15.00  | \$90.00  |
| Enhanced – 12 (24/7)                        | \$40.00  | \$115.00   |
| Enhanced (90 Day)-12 (24/7)                 | \$40.00  | \$115.00   |

**Note:** The Commercial Rebate amounts in the middle column and the last column of this table are non-cumulative. If **nbn** exceeds an Enhanced Fault rectification Service Level by more than 1 hour, the applicable Enhanced Fault Rectification Rebate amount will be the relevant amount in the last column only.

## 9.4 Conditions

- (a) The amount that **nbn** will pay in Enhanced Fault Rectification Rebates for an Ordered Product is capped in each Billing Period at \$150.00.
- (b) **nbn** will pay the Enhanced Fault Rectification Rebate (if any) to RSP by applying it to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (c) RSP must take reasonable steps to ensure that, for each Enhanced Fault Rectification Rebate provided to RSP under this section 9, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Enhanced Fault Rectification Rebate.

## 9.5 No double recovery

- (a) **nbn** is not required to pay RSP a Rebate under section 9.3 to the extent that **nbn** has paid RSP CSG Compensation pursuant to section 19, or has already compensated RSP or Downstream Service Provider (or been found liable by a court of competent jurisdiction to compensate RSP) 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 RSP in connection with an Enhanced Fault in respect of which **nbn** has previously paid an Enhanced Fault Rebate to RSP:
- (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 RSP under this section 9 in respect of that Enhanced Fault.

*Section 10 sets out the Service Levels, Performance Objectives and Performance Incident Rebates that **nbn** offers for Performance Incident rectification. See section 22 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

## 10. Performance Incident rectification

### 10.1 Service Levels for End User Incident rectification

The Service Levels for rectification of End User Incidents from the time of Performance Incident Trouble Ticket Acceptance (or Trouble Ticket Acknowledgement if section 7.3(c) applies) are:

| Location of Premises                 | Service Level                 |
|--------------------------------------|-------------------------------|
| Urban Area                           | 5:00pm seventh Business Day   |
| Major Rural Area or Minor Rural Area | 5:00pm tenth Business Day     |
| Remote Area                          | 5:00pm fifteenth Business Day |

### 10.2 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 |
|---|-----------------------|
| End User Incidents rectified in accordance with the relevant Service Levels | 80% or more*          |

**\*Note:** The Performance Objective in respect of the rectification of End User Incidents in accordance with the relevant Service Levels is subject to sections 10.2(c) and 10.3.

- (b) The Performance Objective in this section 10.2 is measured based on the total number of all of **nbn**'s retail service providers' Performance Incident Trouble Tickets rectified in accordance with the relevant Service Level each month.



- (c) Subject to section 10.3, the Performance Objective in this section 10.2 will become “90% or more” with effect from 6 months after the Start Date.

### 10.3 Review

- (a) Despite section 10.2, **nbn** may notify RSP that the rectification of End User Incidents that satisfy one or more New PI Thresholds will be excluded from the scope of the Performance Objective in section 10.2 and will instead be subject to a separate Performance Objective of “80% or more”.
- (b) For the purposes of this section 10.3, a **New PI Threshold** is a PI Threshold which, in the month in which the notice was given under section 10.3(a), was:
  - (i) introduced by **nbn**;
  - (ii) amended by **nbn** with the effect that additional circumstances are capable of constituting a Performance Incident; or
  - (iii) applied to an additional PI Product Element to which that PI Threshold did not previously apply, provided that, in such circumstances, the PI Threshold will only be a New PI Threshold under this section 10.3(b)(iii) to the extent that it applies to that additional PI Product Element.
- (c) If **nbn** provides RSP a notice under section 10.3(a):
  - (i) the separate Performance Objective of “80% or more” will apply to the rectification of End User Incidents that satisfy the New PI Threshold(s) the subject of that notice for the month in which **nbn** provides that notice and for each of the following two months;
  - (ii) following the end of the 3-month period referred to in section 10.3(c)(i), the rectification of End User Incidents that satisfy the relevant New PI Threshold(s) will become subject to the Performance Objective in section 10.2 and will be measured together with the rectification of other End User Incidents subject to that Performance Objective; and
  - (iii) that notice will not, during the 3-month period referred to in section 10.3(c)(i), affect the Performance Objective that applies to the rectification of any other End User Incidents.

### 10.4 Conditions

- (a) The Service Levels do not apply to End User Incidents caused by use of an Ordered Product which breaches the [nbn<sup>®</sup> Ethernet Fair Use Policy](#).
- (b) The Service Levels for Performance Incidents do not apply if RSP does not use the correct notification procedure in accordance with Module 5 of the [WBA Operations Manual](#).
- (c) The Service Levels for Performance Incident rectification are the Service Levels that apply at the time of Performance Incident Trouble Ticket Acknowledgement or Trouble Ticket Acceptance (as relevant to the applicable Service Level).

Section 11 sets out the Service Levels, Performance Objectives and Missed Trouble Ticket Appointment Rebates that **nbn** offers for End User Fault rectification Appointments. See section 22 for rules of interpretation that apply to these Service Levels and Performance Objectives.

## 11. End User Fault rectification Appointments

### 11.1 Service Levels for kept End User Fault rectification Appointments

The Service Levels for Actual Trouble Ticket Appointments to attend a Premises made by RSP 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 |

\* **Note:** Between 4 and 5 hours means a period of more than 4 hours but not more than 5 hours.

### 11.2 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 11.2 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 retail service providers each month.

### 11.3 Conditions

(a) **nbn** may change the Appointment window for any Trouble Ticket Appointment where the Appointment Representative is required to be in attendance at the Premises:

- (i) by giving RSP more than 26 hours' notice;
- (ii) by obtaining the agreement of the Appointment Representative; or

- (iii) in respect of End User Faults related to the Satellite Network, without limiting sections 11.3(a)(i) or 11.3(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 RSP reserves a Trouble Ticket Appointment in respect of **nbn**<sup>®</sup> Ethernet (Satellite), RSP 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 Appointment Representative to schedule the Actual Trouble Ticket Appointment in accordance with the [WBA Operations Manual](#).

- (b) For the purposes of this section 11, 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 11.3(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 RSP, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Levels and Performance Objectives in this section 11 do not apply where the Appointment Representative was not at the Premises for the initial Actual Trouble Ticket Appointment.

#### 11.4 Missed Trouble Ticket Appointment Rebate

- (a) **nbn** will provide a Missed Trouble Ticket Appointment Rebate to RSP in respect of each Actual Trouble Ticket Appointment that is made by RSP and confirmed by **nbn**, which **nbn** does not attend in accordance with the applicable Service Level.
- (b) Subject to sections 11.4(c) to 11.4(d), the amount of each Missed Trouble Ticket Appointment Rebate will be as follows:
  - (i) \$50 for each First Missed Trouble Ticket Appointment; and
  - (ii) \$75 for each Subsequent Missed Trouble Ticket Appointment,

where:

**Missed Ticket Appointment** means an Actual Trouble Ticket Appointment that **nbn** does not attend in accordance with the applicable Service Level;

**First Missed Trouble Ticket Appointment** means a Missed Trouble Ticket Appointment in respect of a Trouble Ticket for which there has been no previous Missed Trouble Ticket Appointment; and

**Subsequent Missed Trouble Ticket Appointment** means a Missed Trouble Ticket Appointment in respect of a Trouble Ticket for which there has been one or more previous Missed Trouble Ticket Appointments.

- (c) The amount of any Missed Trouble Ticket Appointment Rebate will be reduced by 50% if:
  - (i) **nbn** attends the relevant Premises on the day of the relevant Actual Trouble Ticket Appointment; and
  - (ii) the Appointment Representative consents (either prior to, or at the time of, **nbn**'s attendance) to **nbn** performing fault rectification activities at a time other than the required time under the Service Level for the Trouble Ticket Appointment.

- (d) If **nbn** is liable to RSP for CSG Compensation or under section 118A of the TCPSS Act in connection with any Actual Trouble Ticket Appointment, **nbn** may:
- (i) reduce the amount of any future Missed Trouble Ticket Appointment Rebates that are or become payable to RSP; and
  - (ii) by giving notice, require RSP to repay any previous Missed Trouble Ticket Appointment Rebates paid to RSP,
- up to an amount equal to the total of **nbn**'s liability to RSP for CSG Compensation and under section 118A of the TCPSS Act in connection with Actual Trouble Ticket Appointments.
- (e) **nbn** will pay Missed Trouble Ticket Appointment Rebates (if any) by applying them to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (f) RSP must take reasonable steps to ensure that, for each Missed Trouble Ticket Appointment Rebate provided to RSP under this section 11.4, an equal amount is paid or credited to the relevant Affected End User.

*Section 12 sets out the Service Levels and Performance Objectives that **nbn** offers for modifications. See section 22 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 (hours) |
|--|-----------------------|
| Access Component Modification (no attendance at Premises required) | 4                     |

- (b) The Service Levels for Access Component Modifications that require attendance at Premises, Professional Wiring Services 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, FTTC Network, HFC Network<sup>1</sup> and Wireless Network:

| Location of Premises <sup>1</sup>    | Service Level (Business Days) |
|--------------------------------------|-------------------------------|
| Urban Area                           | 9                             |
| Major Rural Area or Minor Rural Area | 14                            |
| Remote Area                          | 19                            |
| Isolated Area                        | 35 <sup>2</sup>               |

**\* Notes:**

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

<sup>2</sup> Applies only to **nbn**® Ethernet (Fibre).

(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 21.8.

## 12.2 Connectivity Component modifications

The Service Level for Connectivity Component modifications from the time of Order Acknowledgement is:

| Activity         | Service Level (hours) |
|------------------|-----------------------|
| CVC Modification | 4                     |

## 12.3 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 Modification   | 90% or more           |

(b) Each Performance Objective in this section 12.3 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 retail service providers each month.

## 12.4 Conditions

RSP 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.

*Section 13 sets out the Service Levels and Performance Objective that **nbn** offers for disconnections. See section 22 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 (hours) |
|----------------------------------|-----------------------|
| Order received on a Business Day | 4                     |

## 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 | 99% 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 retail service providers each month.

*Section 14 sets out the Performance Objectives that **nbn** offers for Network Availability and utilisation management. See section 22 for rules of interpretation that apply to these Performance Objectives.*

## 14. Network performance and availability

### 14.1 Purpose

The Network Availability Performance Objective is intended to capture the reliability of the **nbn**<sup>®</sup> Network by measuring, as Unavailable Time, the time during which ordered products supplied across the **nbn**<sup>®</sup> 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 **nbn**<sup>®</sup> Network:

- (a) intentional interruptions to connectivity that do not reflect the resilience of the **nbn**<sup>®</sup> 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.

### 14.2 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 retail service providers over the **nbn**<sup>®</sup> 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 retail service providers over the **nbn**<sup>®</sup> Network by means of the Satellite Network.
- (b) The Performance Objective in each of sections 14.2(a)(i) and 14.2(a)(ii) is measured based on combined availability of all relevant ordered products (between the NNI and the **nbn**<sup>®</sup> Downstream Network Boundary) supplied by **nbn** over the relevant network(s) to all of **nbn**'s retail service providers in each 12 month period referred to in section 17.3(a)(iii).
- (c) **Network Availability** is calculated separately under each of sections 14.2(a)(i) and 14.2(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 retail service providers over the relevant network(s) 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 relevant ordered product which **nbn** has agreed to supply to all of **nbn**'s retail service providers over the relevant network(s) during that 12 month period was Unavailable.

**Note:** Exclusions apply as set out in section 14.3(b).

**Unavailable** means where TC-1, TC-2 and/or TC-4 connectivity between the NNI and the **nbn**<sup>®</sup> Downstream Network Boundary 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 or accepted that trouble ticket 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 a service fault has occurred 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 14.2, 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 14.2.

### 14.3 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when:
  - (i) the Fibre Network, FTTB Network, FTTN Network, FTTC 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 sections 23 or 24 under this Agreement or under any Other Wholesale Broadband Agreement;
  - (ii) any Intentional Interruptions (including HFC Rollout Planned Outages and FTTC 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**<sup>®</sup> Network Boundaries;
  - (iv) any Power Outage:
    - (A) at an MDU Site or affecting any **nbn**<sup>®</sup> Equipment located at that MDU Site;
    - (B) affecting an **nbn**<sup>®</sup> 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;
    - (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
    - (D) affecting an **nbn**<sup>®</sup> DPU, FTTC-NCD or any other active equipment that forms part of the FTTC Network and is not located within a Type 1 Facility or a Type 2 Facility; or
  - (v) breach of the [nbn](#)<sup>®</sup> [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.

#### 14.4 Performance Objectives for Utilisation Management

- (a) **Shared Network Resource** means **nbn**'s transit backhaul network between the POI and the following point, by network:
- (i) the OLT for the Fibre Network and FTTC Network;
  - (ii) the access aggregation switch for the FTTB Network and the FTTN Network;
  - (iii) the cable modem termination system for the HFC Network; and
  - (iv) the combined packet gateway for the Wireless Network.
- (b) Where AVC TC-4s are supplied in a contended manner on 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, 100/40 Mbps and Home Fast;



- (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, 25-100/5-40 Mbps and Home Fast; and
- (C) in the case of the FTTC Network, 12/1 Mbps, 25/5 Mbps, 25/10 Mbps, 50/20 Mbps, 50-100/20-40 Mbps and Home Fast; and
- (ii) 2Mbps per AVC TC-4 for the following AVC TC-4 bandwidth profiles together:
  - (A) in the case of the Fibre Network, 250/100 Mbps, 500/200 Mbps, 1000/400 Mbps, Home Superfast and Home Ultrafast; and
  - (B) in the case of the HFC Network, Home Superfast and Home Ultrafast.
- (c) If **nbn** determines that:
  - (i) more than 90% of a Shared Network Resource has been utilised for a continuous period of 30 minutes or more on at least 3 separate days within any rolling 30-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<sup>®</sup> Ethernet Fair Use Policy](#),

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

*Section 15 sets out the Rebates that **nbn** offers in respect of the performance of **nbn<sup>®</sup>** Ethernet (FTTB), **nbn<sup>®</sup>** Ethernet (FTTN) and **nbn<sup>®</sup>** Ethernet (FTTC) TC-4 Ordered Products upon connection.*

## 15. FTTB/N/C Connection Performance Rebate

- (a) Subject to sections 15(d) to 15(g), **nbn** will provide RSP with an FTTB/N/C Connection Performance Rebate in respect of a Connect Order for an **nbn<sup>®</sup>** Ethernet (FTTB), **nbn<sup>®</sup>** Ethernet (FTTN), or **nbn<sup>®</sup>** Ethernet (FTTC) TC-4 Ordered Product supplied using an **nbn<sup>®</sup>** Copper Pair if:
  - (i) **nbn** determines, acting reasonably, that, at the SQ Enquiry Time, the Connection Assured Rate for the **nbn<sup>®</sup>** Copper Pair was available via the Site Qualification System, and subsequently, as at the Connection Performance Measurement Date, the Measured Connection Rate is lower than:
    - (A) the Connection Assured Rate for that **nbn<sup>®</sup>** Copper Pair; and
    - (B) the Downstream Performance Threshold for the Originally Connected AVC TC 4; or
  - (ii) **nbn** determines, acting reasonably, that, at the SQ Enquiry Time, the Connection Assured Rate for the **nbn<sup>®</sup>** Copper Pair was unavailable via the Site Qualification System and subsequently, as at the Connection Performance Measurement Date, the Measured Connection Rate is lower than the Downstream Performance Threshold for the Originally Connected AVC TC-4.
- (b) The amount of each FTTB/N/C Connection Performance Rebate payable in accordance with this section 15 is \$20 per **nbn<sup>®</sup>** Ethernet (FTTB), **nbn<sup>®</sup>** Ethernet (FTTN), or **nbn<sup>®</sup>** Ethernet (FTTC) TC-4 Ordered Product.
- (c) The Downstream Performance Threshold for the following bandwidth profiles of AVC TC-4 Ordered Product Components are:

| AVC TC-4 downstream Mbps (PIR) |          | AVC TC-4 upstream Mbps (PIR) | nbn <sup>®</sup> Network | Downstream Performance Threshold (Mbps) |
|--------------------------------|----------|------------------------------|--------------------------|---|
| 25-50                          |          | 5-20                         | FTTB and FTTN            | 25                                      |
| 50                             |          | 20                           | FTTC                     | 25                                      |
| Home Fast                      | (25-100) | (5-20)                       | FTTB and FTTN            | 50                                      |
| Home Fast                      | (50-100) | (20)                         | FTTC                     | 50                                      |
| 25-100                         |          | 5-40                         | FTTB and FTTN            | 50                                      |
| 50-100                         |          | 20-40                        | FTTC                     | 50                                      |

- (d) The FTTB/N/C Connection Performance Rebate only applies in respect of Connect Orders for **nbn**<sup>®</sup> Ethernet (FTTB), **nbn**<sup>®</sup> Ethernet (FTTN), or **nbn**<sup>®</sup> Ethernet (FTTC) AVC TC-4 Product Components with bandwidth profiles for which there is a Downstream Performance Threshold set out in section 15(c).
- (e) **nbn** will not be required to pay an FTTB/N/C Connection Performance Rebate if:
- (i) **nbn** is unable to accurately estimate the Measured Connection Rate by the Connection Performance Measurement Date because:
    - (A) **nbn** has been unable to obtain at least 7 point-in-time measurements of the performance of the relevant AVC TC-4 Ordered Product Component by the Connection Performance Measurement Date; or
    - (B) **nbn** considers, acting reasonably, that the Information Rate for the relevant AVC TC-4 Ordered Product Component has been reduced, throttled or otherwise constrained other than by **nbn**;
  - (ii) the TC-4 Ordered Product is disconnected by the Connection Performance Measurement Date;
  - (iii) the Connect Order is a Service Transfer Order and the RSP is a Related Body Corporate of the Other Losing RSP; or
  - (iv) the Originally Connected AVC TC-4 has a Downstream Performance Threshold that is greater than the Connection Assured Rate for the relevant **nbn**<sup>®</sup> Copper Pair.
- (f) FTTB/N/C Connection Performance Rebates do NOT apply in connection with Connect Orders which are Transfer Reversals.
- (g) **nbn** will not be required to pay an FTTB/N/C Connection Performance Rebate until **nbn** has estimated the Measured Connection Rate.
- (h) **nbn** will pay the FTTB/N/C Connection Performance Rebate (if any) to RSP by applying it to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).

*Section 16 sets out the Rebate that **nbn** offers in respect of **nbn**<sup>®</sup> Ethernet (Wireless) Ordered Products that are supplied using Wireless Network cells that are Persistently Congested.*

## 16. Wireless Speed Performance Rebate

- (a) Subject to section 16(d), **nbn** will provide RSP with a Wireless Speed Performance Rebate of \$20 in accordance with this section 16 in respect of each month for each **nbn**<sup>®</sup> Ethernet

(Wireless) AVC TC-4 Product Component that is supplied using a Wireless Network cell that is Persistently Congested during that month.

- (b) For the purposes of section 16(a), a Wireless Network cell is **Persistently Congested** during a month if:
  - (i) any Transmission Backhaul Link for that Wireless Network cell is reported by **nbn** as having an Average Busy Hour Link Packet Loss of 0.25% or more for the last Backhaul Link Packet Loss Reporting Period ending in that month; or
  - (ii) the Average Downlink Throughput of that Wireless Network cell is reported by **nbn** as being less than 6 Mbps for the last Downlink Throughput Reporting Period ending in that month.
- (c) **nbn** may amend the definition of Persistently Congested under section 16(b) in accordance with the process set out in clause F4.7(a) of the [Head Terms](#), provided that **nbn** must not make any such amendment unless **nbn** considers, acting reasonably, that the proposed amended definition of Persistently Congested will better reflect the circumstances in which the operation of the Wireless Network adversely affects End User experience.
- (d) **nbn** is not obliged to pay a Wireless Speed Performance Rebate pursuant to this section 16 to the extent that any of the matters referred to in section 23, or any other circumstances beyond **nbn**'s reasonable control, caused or contributed to the relevant Wireless Network cell being Persistently Congested.
- (e) **nbn** will pay the Wireless Speed Performance Rebate (if any) to RSP by applying it to the RSP Billing Account in accordance with section 8.5.1.5 of the [WBA Operations Manual](#).
- (f) RSP must take reasonable steps to ensure that, for each Wireless Speed Performance Rebate that is paid to RSP under this section 16 the Affected End User receives a fair value benefit (in monetary or other form) of that Wireless Speed Performance Rebate.
- (g) If measurement is suspended under section 22.1(d) for any Service Level, Performance Objective or Operational Target that applies to an order or Trouble Ticket related to a Wireless Network cell that is Persistently Congested, then despite section 22.1(d), that suspension will not suspend the accrual of any Wireless Speed Performance Rebates in respect of that Wireless Network cell.

## Part B: Measurement and Corrective Action

### 17. Measurement

#### 17.1 Measurement and monitoring

**nbn** will measure and monitor its performance, and produce reports based on that information, in relation to:

- (a) each Activity and Network Availability (**Performance Reports**); and
- (b) the Utilisation Threshold (**Utilisation Threshold Reports**).

#### 17.2 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.

#### 17.3 Performance Reports

- (a) **nbn** will provide a Performance Report to RSP on **nbn**'s performance of:
  - (i) the Activities in each month, by 10 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.

**Note:** See the [WBA Operations Manual](#) for further details regarding related operational reporting.

#### 17.4 Utilisation Reports

- (a) **nbn** will provide a Utilisation Threshold Report to RSP by 10 Business Days after the end of each month specifying:
  - (i) for each Shared Network Resource exceeding the Utilisation Threshold in that month:
    - (A) information identifying the Shared Network Resource;

- (B) potentially affected Ordered Products; and
  - (C) the estimated date by which that Shared Network Resource will no longer exceed the Utilisation Threshold; and
- (ii) the number of Shared Network Resources that exceeded the Utilisation Threshold in the immediately preceding monthly report and are no longer exceeding the Utilisation Threshold.
- (b) **nbn** must provide to RSP, no less frequently than 20 Business Days after the end of each Quarter, a Utilisation Threshold Report specifying the Shared Network Resources in respect of which, at any time in the Quarter, **nbn** undertook to increase available capacity (whether or not pursuant to section 14.4(c)).
- (c) If Shared Network Resources exceeding the Utilisation Threshold impact 1% or more of all AVC TC-4 Product Components supplied by means of the Fibre Network, FTTB Network, FTTC Network, FTTN Network and HFC Network (considered together), measured over a 3 month rolling period, **nbn** will enhance the Service Health Summary Tool to provide RSP with more timely Service Health Summary Information about each Ordered Product that is supplied via a Shared Network Resource that has exceeded the Utilisation Threshold.
- (d) Utilisation Threshold Reports provided under section 17.4(a) need not include the information in section 17.4(a)(i)(B) once the Service Health Summary Tool has been enhanced in accordance with section 17.4(c).

## 17.5 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).

## 18. Corrective Action

### 18.1 Corrective Action

- (a) Subject to section 18.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
  - (i) inform RSP of the reasons for that non-achievement;
  - (ii) provide RSP 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 RSP as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:

- (i) take each action in section 18.1(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 18.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 17.3, except where the Performance Report is to be provided by or before 10 Business Days after the end of the month, in which case, the corrective action plan must be provided by or before 20 Business Days after the end of the month.

## 18.2 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**<sup>®</sup> Network is expanded and improved in accordance with **nbn**'s Rollout Plans.

## Part C: CSG Compensation

### 19. CSG Compensation

#### 19.1 **nbn's** obligation to credit CSG Compensation to RSP

- (a) Subject to section 19.2, RSP may claim from **nbn**, and **nbn** will credit to RSP, CSG Compensation on Accelerated Connections, Appointments associated with End User Connections, End User Fault rectifications and End User Fault rectification Appointments if:
- (i) RSP or a Downstream Service Provider contravenes a performance standard that applies pursuant to the CSG Standard in respect of an RSP Product or Downstream Product;
  - (ii) the contravention relates to a particular Contracted End User;
  - (iii) RSP 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) RSP 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 RSP unless:
- (i) in the case of a Connect Order, RSP has ordered the Access Components as an Accelerated Connection and the relevant Premises meets the requirements of an Accelerated Connection;
  - (ii) RSP and Downstream Service Provider (as applicable) have mitigated the Primary Damages to which the claim relates in accordance with section 20; and
  - (iii) RSP and Downstream Service Provider (as applicable) have used reasonable endeavours to ensure that a claim relating to this section 19 is made as soon as is reasonably practicable after RSP or Downstream Service Provider (as applicable) becomes aware of the liability to pay those Primary Damages and, in any event, within 2 years after RSP or Downstream Service Provider (as applicable) paid those Primary Damages.
- (c) Without limiting section 19.3(b), RSP must only submit one claim for CSG Compensation in respect of all liability incurred by RSP and any Downstream Service Provider in connection with all acts and omissions contributing to a single CSG contravention.

#### 19.2 When CSG Compensation is not payable

- (a) No CSG Compensation is payable under this section 19 in respect of any:
- (i) Migration Connection;
  - (ii) Standard Connection; or
  - (iii) Ordered Product supplied using the Wireless Network or Satellite Network.

### 19.3 Process for calculating, claiming and crediting CSG Compensation

- (a) RSP may claim from **nbn**, and **nbn** will credit to RSP, CSG Compensation payable under this section 19 in accordance with the processes set out in section 8.5 of the [WBA Operations Manual](#).
- (b) The amount of CSG Compensation that **nbn** is liable to credit under this **nbn**<sup>®</sup> Ethernet Service Levels Schedule is the amount equal to that part of any Primary Damages caused or contributed to by **nbn**.
- (c) If RSP submits any claim for CSG Compensation, RSP must notify **nbn** of the total amount of the Primary Damages that RSP or Downstream Service Provider (as applicable) has paid to each relevant Contracted End User in respect of each contravention of a performance standard that applies pursuant to the CSG Standard.

### 19.4 Audit rights

- (a) From time to time, **nbn** may appoint a person as a CSG Auditor.
- (b) RSP 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 RSP under this section 19.
- (c) RSP 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 RSP under this section 19, RSP 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 RSP was not entitled to claim that CSG Compensation from **nbn**;
  - (ii) RSP or Downstream Service Provider does not cooperate with the CSG Auditor to assist with the audit of any Claims for CSG Compensation made by RSP under this section 19; or
  - (iii) RSP 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.

## 20. Mitigation of damages

- (a) RSP 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**<sup>®</sup> Ethernet Service Levels Schedule or secondary damages under section 118A of the TCPSS Act.
- (b) For the purpose of section 20(a), actions that are reasonably available to RSP 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**<sup>®</sup>



Copper Network, Other Copper Network, HFC Network or Other HFC Network so as to mitigate RSP'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 RSP or Downstream Service Provider under Part 3 of the CSG Standard;
  - (iii) subject to section 20(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 20(a) or 20(b) requires RSP or Downstream Service Provider to:
- (i) supply an End User with an interim service if RSP 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 RSP 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 21 sets out the Operational Targets that **nbn** has set in relation to certain Service Levels. See section 22 for rules of interpretation that apply to these Operational Targets.

### 21. Operational Targets

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

#### 21.1 Fault Rectification

(a) Subject to section 21.1(b), **nbn**'s Operational Targets for Network Fault Updates are:

| Operational Target activity                | Operational Target |
|--|--------------------|
| Network Fault Update (Incident priority 1) | Within an hour     |
| Network Fault Update (Incident priority 2) | Within 2 hours     |
| Network Fault Update (Incident priority 3) | Within 4 hours     |
| Network Fault Update (Incident priority 4) | Within 6 hours     |

(b) Operational Targets in section 21.1(a) apply from the time of each material change to **nbn**'s progress in rectifying a Network Fault. For clarity, **nbn** is not obliged to provide any Network Fault Update when there is no such material change.

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

#### 21.2 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) |
|----------------------------|
| 1                          |

#### 21.3 FTTB/FTTN Transition Orders

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

#### 21.4 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**<sup>®</sup> 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    |

## 21.5 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**® Ethernet Ordered Product in respect of a Premises or **nbn**® Copper Pair that is designated as Service Class 11 or Service Class 12:

| Activity  | Operational Target                                      |
|---|---|
| Notify RSP that the <b>nbn</b> ® Copper Pair is not capable of supporting the ordered AVC TC-2 bandwidth profile in accordance with the <a href="#">WBA Operations Manual</a> | On the day on which the Installation Appointment occurs |

## 21.6 Interference Mitigation

- (a) **nbn** will aim to achieve the following Operational Target measured from the time the associated Trouble Ticket is designated for Interference Mitigation in accordance with the [WBA Operations Manual](#):

| Activity   | Operational Target                           |
|--|--|
| Complete Interference Mitigation (where possible) or notify RSP that: <ul style="list-style-type: none"> <li>(i) an Interference Mitigation Solution is required; or</li> <li>(ii) the relevant Interference Event is beyond <b>nbn</b>'s reasonable control in accordance with section 5.2.9 of the <a href="#">WBA Operations Manual</a>.</li> </ul> | On or before the date notified by <b>nbn</b> |

- (b) If measurement is suspended for any Service Level, Performance Objective or Operational Target that applies to any Trouble Ticket associated with Interference Mitigation:
- (i) if that suspension is due to a 'Held' Status applied to the Trouble Ticket for **nbn** to perform Interference Mitigation, then despite section 22.1(d)(iii), that suspension will not suspend the measurement of any Operational Target under this section 21.6; and
  - (ii) except as set out in section 21.6(b)(i), the measurement of the Operational Target in this section 21.6 will be suspended for the same period that measurement is suspended for the Trouble Ticket.

## 21.7 Network Availability

**nbn** will aim to achieve an Operational Target for Network Availability in the case of **nbn**® Ethernet (FTTN) of 99.80%, measured in accordance with and subject to the conditions in sections 14.1 to 14.3.

## 21.8 Supply of **nbn**® Ethernet (Satellite) in Limited Access Areas

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

| Activity                                  | Operational Target                           |
|---|--|
| Standard Connection at a Premises that is | At least 70% of such Standard Connections to |

| Activity   | Operational Target  |
|--|---|
| designated as Service Class 8  | be Completed within 90 calendar days  |
| End User Fault rectification where an End User Fault requires external or internal plant work or <b>nbn</b> attendance at Premises | At least 70% of such End User Faults to be rectified within 90 calendar days                |
| Access Component Modification that requires attendance at a Premises   | At least 70% of such Access Component Modifications to be Completed within 90 calendar days |

## 21.9 Isolated Areas

**nbn** will aim to achieve the following Operational Target for Activities in respect of Premises in an Isolated Area (measured from the time of Service Fault Trouble Ticket Acceptance):

| Activity  | Operational Target   |
|---|--|
| Priority Assistance Fault rectification where a Priority Assistance Fault requires external or internal plant work or <b>nbn</b> attendance at Premises | Priority Assistance Faults to be rectified within 72 hours |

## 21.10 Dispute Validation

On and from the Dispute Validation Availability Date, **nbn** will aim to achieve the following Operational Targets for completing Dispute Validation, measured from the time the associated Trouble Ticket is flagged for Dispute Validation in accordance with the [WBA Operations Manual](#):

| Activity   | Operational Target |
|--|--------------------|
| Complete Dispute Validation where RSP disputes the Service Health Summary Information on the basis that RSP considers that a Service Fault exists        | 1 Business Day     |
| Complete Dispute Validation where RSP disputes the Service Health Summary Information on the basis that RSP considers that a Performance Incident exists | 2 Business Days    |

## Part E: Interpretation and Exclusions

### 22. Interpretation

#### 22.1 Service Levels and Performance Objectives apply in Operational Hours

- (a) All references to time in this **nbn**® 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 Connections<br>Priority Assistance Fault Response<br>Priority Assistance Fault rectification<br>Network Availability<br>Network Fault Response<br>Network Fault rectification<br>Utilisation management under section 14.4(b)<br>Enhanced-12 (24/7)<br>Enhanced-8 (24/7)<br>Enhanced-6 (24/7)<br>Enhanced-4 (24/7)<br>Enhanced (90 Day)-12 (24/7)<br>Attendance at a Premises for a Co-ordinated Appointment | 24 hours a day   |
| Enhanced-12<br>Enhanced-8<br>Enhanced-6<br>Enhanced-4  | 0700 to 2100 local time at the Premises to which the Trouble Ticket relates                |
| Network Activity<br>Interference Mitigation  | 0800 to 1700 Australian Eastern Time on Business Days                                      |
| Attendance at a Premises for a Trouble Ticket Appointment for Trouble Ticket Appointments confirmed by <b>nbn</b> for a Saturday   | 0800 to 1700 local time on that Saturday where the Trouble Ticket Appointment is occurring |

- (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, an Infrastructure Restoration Trouble Ticket is raised, Trouble Ticket Acknowledgement, or Trouble Ticket Acceptance (as applicable); and
- (ii) ends at the time at which:

- (A) **nbn** notifies RSP (by any means permitted under this Agreement) that **nbn** has responded, successfully completed the relevant work, made a Network Activity designation, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement; or
  - (B) RSP cancels the order or Trouble Ticket.
- (d) Subject to sections 1.5, 5.4, 6.2, 7.3, 16, 21.6 and 24 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 any Force Majeure Event;
  - (iii) a 'Held' Status is applied to any order or Trouble Ticket for **nbn** to perform any Design Site Qualification, Network Activity or Interference Mitigation;
  - (iv) in respect of a Performance Incident Trouble Ticket, a 'Held' Status is applied to that Performance Incident Trouble Ticket while **nbn** seeks to resolve a Service Fault Trouble Ticket that was submitted in respect of the same Ordered Product;
  - (v) a 'Monitoring' Status is applied to any Trouble Ticket; or
  - (vi) 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.

## 22.2 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"> <li>• ends at the end of the last Operational Hour on the last of those Business Days; and</li> <li>• excludes the day on which the relevant order is placed or <b>nbn</b> designates that the Ordered Product requires a Network Activity or Interference Mitigation.</li> </ul> |
| begin from a specified day or hour                                      | excludes that particular day or hour (as the case may be).   |
| end, for a Service Fault, upon rectification                            | ends on the earlier of: <ul style="list-style-type: none"> <li>• when <b>nbn</b> first sends RSP a Closed Notification; and</li> <li>• when <b>nbn</b> designates that the Ordered Product requires a Network Activity or Interference Mitigation.</li> </ul>  |
| end, for a Performance Incident, upon rectification                     | ends when <b>nbn</b> first sends RSP a Closed Notification   |
| end, for a Network Activity or Interference Mitigation, upon completion | ends when <b>nbn</b> first sends RSP: <ul style="list-style-type: none"> <li>• for a Network Activity relating to a Connect Order, a Cancelled Notification or Completed Notification (as applicable); and</li> <li>• for a Network Activity or Interference Mitigation relating to a Trouble Ticket, a</li> </ul>   |

|  |                          |
|--|--------------------------|
| If the period of time is expressed to: | then the period of time: |
|  | 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.

### 22.3 Calculating Service Level and Performance Objective achievement

- (a) **nbn**'s performance of each Daily Measured Activity will be calculated in accordance with the following formula:

$$\text{Performance} = \text{Target Operational Hours} - \text{Actual Operational Hours}$$

Where:

- (i) **Daily Measured Activity** means any of:
- (A) an Activity that is subject to a Service Level in relation to which a Commercial Rebate accrues on a Rebate Day basis; and
  - (B) an Activity notified from time to time by **nbn** as being a Daily Measured Activity.
- (ii) **Target Operational Hours** means the total number of Operational Hours permitted under the Service Level, Performance Objective or Operational Target, plus the total number of any Operational Hours excluded under section 22.2; and
- (iii) **Actual Operational Hours** means the total number of Operational Hours taken to perform the relevant Activity as calculated from the time that measurement starts under section 22.1(c)(i) until measurement ends under sections 22.1(c)(ii) and 22.2 (as applicable), less any time that is excluded under sections 22.1(d), 23 or 24 (as applicable).
- (b) If Performance under section 22.3(a) is:
- (i) zero or a positive number, **nbn** will have met the relevant Service Level, Performance Objective or Operational Target; or
  - (ii) a negative number, **nbn** will not have met the relevant Service Level, Performance Objective or Operational Target.

### 22.4 Rebate Day Calculation

For the purposes of calculating any Commercial Rebate that accrues on a Rebate Day basis:

- (a) subject to sections 22.4(b), Rebate Days will be calculated in accordance with the following formula:

$$\text{Rebate Days} = \frac{\text{Excess Operational Hours}}{\text{Operational Hour Allocation}}$$

Where:

**Excess Operational Hours** means the Performance calculated under section 22.3, expressed as a positive number; and

**Operational Hour Allocation** means the number of Operational Hours available in each day or Business Day (as applicable) for the relevant Activity, as specified under section 22.1(b); and

- (b) any partial Rebate Days will be rounded up to a full Rebate Day.

**For example:** *If the Excess Operational Hours for a Service Fault rectification = 19, and the number of Operational Hours per Business Day for Service Fault rectifications = 9, the Rebate Days will be 3 ( $19 / 9 = 2.1$ , rounded up to 3).*

## 22.5 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**<sup>®</sup> Ethernet Service Levels Schedule will be pro-rated to reflect that shorter period.

## 22.6 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**<sup>®</sup> Ethernet Service Levels Schedule from the time of change.

## 23. 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**<sup>®</sup> 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, 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 relevant Commercial Rebate does not accrue; or
  - (iii) **nbn**'s ability to perform a relevant Activity is adversely affected by an Excluded Event or an RSP Event.
- (d) Without limiting section 23(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) 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) in respect of the FTTC Network, any failure to obtain, or withdrawal of, an In-building Wiring Consent;
  - (iv) any act or omission of an End User (or any of their respective Personnel) in connection with installing, moving, removing or altering any **nbn**<sup>®</sup> Equipment



other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;

- (v) Common MDU Site Equipment or In-building Wiring;
  - (vi) in respect of the Satellite Network:
    - (A) where **nbn** or its Personnel cannot make contact with an Appointment Representative to schedule an Actual Appointment or Actual Trouble Ticket Appointment in accordance with the [WBA Operations Manual](#); or
    - (B) Satellite Limitations;
  - (vii) the time taken to obtain a Government Agency approval, permit or licence; or
  - (viii) 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**.
- (e) Without limiting section 23(c), where RSP 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 RSP.
- (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 RSP or any Activity that is required or performed in connection with the first Satellite Test Service to the extent set out in section 34 of the [nbn<sup>®</sup> Ethernet Product Terms](#).
- (g) This section 23 does not apply to the extent of any inconsistency with section 24.

## 24. Connection and Assurance Exclusions

- (a) Despite anything else in this **nbn<sup>®</sup>** Ethernet Service Levels Schedule, section 24(b) sets out the only matters, things, events or circumstances in respect of which:
- (i) End User Connection and End User Fault rectification Service Levels and Performance Objectives do not apply or for which the measurement of such Service Levels and Performance Objectives are suspended; and
  - (ii) Connection Rebates and Service Fault Rebates do not accrue,
- (Connection and Assurance Exclusions).**
- (b) The Connection and Assurance Exclusions are:
- (i) a 'Pending' Status is applied to any order or Trouble Ticket awaiting action from RSP, a Downstream Service Provider or an End User;
  - (ii) where RSP cancels or reschedules an Appointment, in which case, the relevant Service Level, Performance Objective or Rebate accrual is suspended until the date of any rescheduled Appointment;
  - (iii) the exclusions set out in sections 22.1(d)(iii) to 22.1(d)(vi); and
  - (iv) the exclusions set out in section 23(c)(iii) and sections 23(d) to 23(f).