

# Service Levels Schedule

Satellite Mobility (LCPA) Agreement



**This agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.**

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Version	Description	Effective Date
1.0	Issued on 5 October 2017	Start Date

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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> Mobility Satellite Product. It also sets out the Performance Objectives that **nbn** will aim to achieve for certain Service Levels.

Failure to achieve a Performance Objective may give rise to consequences, such as an obligation on **nbn** to take Corrective Action.

This document also includes Operational Targets which are aspirational and do not give rise to Corrective Action.

# Roadmap

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

## Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives. While not achieving a Service Level or Performance Objective is not a breach of this Agreement, **nbn** may be required to take Corrective Action under Part B if it does not meet a Performance Objective.

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## Part B: Measurement and Corrective Action

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

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## Part C: Operational Targets

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

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## Part D: Interpretation and Exclusions

Part C contains the rules of interpretation and exclusions which apply to this Service Levels Schedule.

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# Part A: Service Levels

Section 1 sets out the Service Levels and Performance Objectives that **nbn** offers for Activations. See section 9 for rules of interpretation that apply to these Service Levels and Performance Objectives.

## 1. Activations

### 1.1 Service Levels for Activations

- (a) The Service Levels for Activations from the time of Accepted Notification are:

Activity	Service Level (Business Days)
M-NNI Activation	1 Business Day
M-CVC Activation	1 Business Day
MB-VC Activation	1 Business Day

### 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
M-NNI Activation	90%
M-CVC Activation	90%
MB-VC Activation	90%

- (b) Each Performance Objective in this section 1.2 is measured based on the total number of all Activations (in the relevant category) completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

### 1.3 Conditions

- (a) The Service Levels for Activations do not apply where Customer has failed to comply with the order process set out in section 5.4.2 of the [Operations Manual](#).

Section 2 sets out the Service Levels and Performance Objectives that **nbn** offers for Modifications. See section 9 for rules of interpretation that apply to these Service Levels and Performance Objectives.

## 2. Modifications

### 2.1 Service Levels for Modifications

- (a) The Service Levels for Modifications from the time of Accepted Notification are:

Activity	Service Level (Business Day)
M-NNI Modification	1 Business Day
M-CVC Modification	1 Business Day
MB-VC Modification	1 Business Day

## 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:

Relevant Service Level	Performance Objective
M-NNI Modification	90%
M-CVC Modification	90%
MB-VC Modification	90%

- (b) Each Performance Objective in this section 2.2 is measured based on the total number of the Modifications completed within the relevant Service Level for all of **nbn**'s customers each month.

*Section 3 sets out the Service Level and Performance Objective that **nbn** offers for Disconnections. See section 9 for rules of interpretation that apply to this Service Level and Performance Objective.*

## 3. Disconnections

### 3.1 Service Levels for Disconnections

- (a) The Service Levels for Disconnections from the time of Accepted Notification are:

Activity	Service Level (Business Days)
M-NNI Disconnection	1 Business Day
M-CVC Disconnection	1 Business Day
MB-VC Disconnection	1 Business Day

### 3.2 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
M-NNI Disconnection	90%
M-CVC Disconnection	90%
MB-VC Disconnection	90%

- (b) The Performance Objectives in this section 3.2 are measured based on the total number of all Disconnections completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

*Section 4 sets out the Service Levels and Performance Objectives that **nbn** offers for Service Fault rectification. See section 9 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

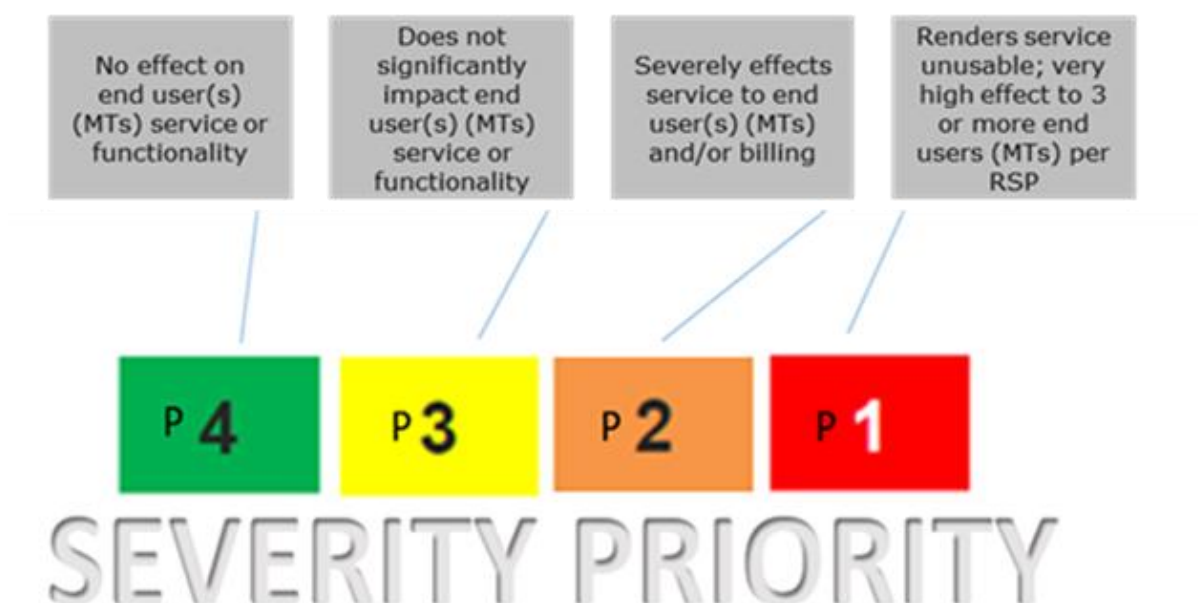
## 4. Service Faults

### 4.1 Service Levels for Service Faults

- (a) The Service Levels for Service Fault Responses and rectification of Service Faults, each from the time of Service Fault Notification, are:

Incident Priority (see table in (b) below)	Service Level	
	Service Fault Response	Service Fault rectification
1	15 mins	22 hours
2	30 mins	30 hours
3	45 mins	4 Business Days
4	1 Business Day	N/A

**nbn** will determine the incident priority for a Service Fault in accordance with the priority matrix below:



## 4.2 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
Service Faults Responded to in accordance with the relevant Service Levels	90%
Service Faults rectified in accordance with the relevant Service Levels	90%

- (b) Each Performance Objective in this section 4.2 is measured based on the total number of Service Faults affecting all **nbn**'s customers in each month.

## 4.3 Conditions

- (a) The Service Levels for Service Faults do not apply if Customer does not use the correct notification procedure in accordance with the [Operations Manual](#).

# 5. Network Faults

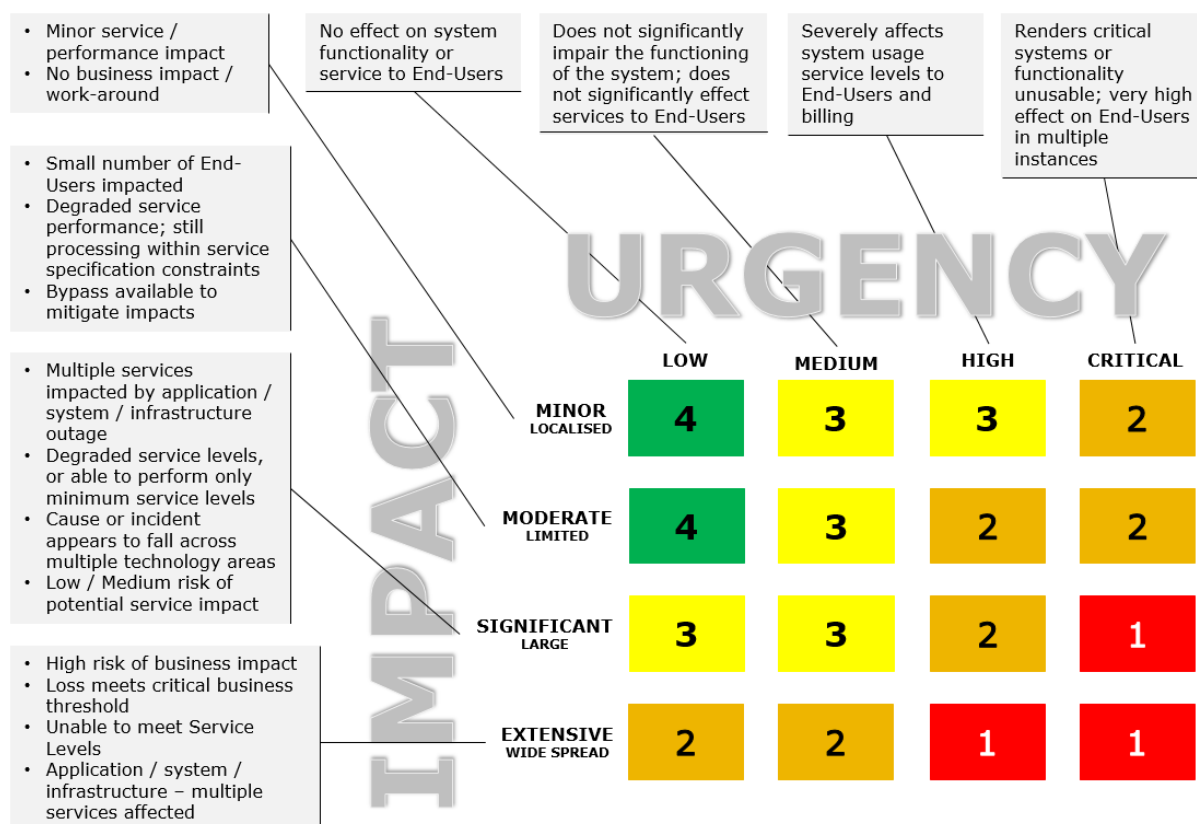
## 5.1 Service Levels for Network Faults

- (a) The Service Levels for Network Fault Responses and rectification of Network Faults, each from the time of Network Fault Notification, are:

Incident Priority (see table in (b) below)	Service Level	
	Network Fault Response (hours)	Network Fault rectification
1	0.5	22 hours
2	1	30 hours
3	2	4 Business Days
4	1 Business Day	<b>nbn</b> will provide a status report after 2 Business Days and thereafter the Network Fault will be tracked through an action register.



**nbn** will determine the incident priority for a Network Fault in accordance with the priority matrix below (for the purposes of the priority matrix below, all references to 'End-Users' are to be read as references to 'Mobile Terminals'):



## 5.2 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
Network Faults Responded to in accordance with the relevant Service Levels	90%
Network Faults rectified in accordance with the relevant Service Levels	90%

- (b) Each Performance Objective in this section 5.2 is measured based on the total number of Service Faults affecting all **nbn**'s customers in each month.

## 5.3 Conditions

- (a) The Service Levels for Network Faults do not apply if Customer does not use the correct notification procedure for a Service Fault in accordance with the [Operations Manual](#).

## Part B: Measurement and Corrective Action

### 6. Measurement

#### 6.1 Measurement and monitoring

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

#### 6.2 Information accuracy

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

#### 6.3 Reporting

- (a) **nbn** will provide a Performance Report to Customer on **nbn**'s performance of:
  - (i) the Activities in each month, on or about 20 Business Days after the end of the month; and
  - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the 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.

#### 6.4 Data Enquiries

- (a) Customer may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) regarding a Performance Report within 6 months after the end of the period to which the Performance Report applies.
- (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).

#### 6.5 Information in Customer's Possession

- (a) **nbn** will not provide reports if and to the extent that the data that would be used to generate the reports is otherwise available to, or accessible by, Customer in its capacity as a Third Party Supplier.

## 7. Corrective Action

### 7.1 Corrective Action

Subject to section 7.2, if **nbn** does not achieve a Performance Objective, then as soon as reasonably practicable following the identification of that non-achievement by **nbn**, **nbn** will:

- (a) inform Customer of the reasons for that non-achievement;
- (b) inform Customer of the relevant Corrective Action that **nbn** will undertake to address the non-achievement;
- (c) undertake the relevant Corrective Action; and
- (d) notify Customer as soon as reasonably practicable after Corrective Action is taken by **nbn**.

### 7.2 Conditions

**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 Customer is otherwise in possession of the 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.

## Part C: Operational Targets

Section 8 sets out the Operational Targets that **nbn** has set in relation to certain Service Levels. See section 9 for rules of interpretation that apply to these Operational Targets.

### 8. Operational Targets

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

#### 8.1 Fault Rectification

**nbn**'s Operational Targets for Network Fault Updates are:

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

**Note:** Refer to table in section 4.1(a) for incident priorities.

#### 8.2 Service Level and Performance Objective improvements

**nbn** will, where practicable, use reasonable endeavours to improve the Service Levels and the Performance Objectives, including by reflecting in this Service Levels Schedule any changes to its contracts with Third Party Suppliers to the extent that those changes have the effect of improving **nbn**'s ability to meet the Service Levels and Performance Objectives.

## Part D: Interpretation and Exclusions

### 9. Interpretation

#### 9.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 0800 to 1800 local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
Service Fault Response Service Fault rectification Network Fault Response Network Fault rectification	24 hours a day

- (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 Accepted Notification, Service Fault Notification or Network Fault Notification (as applicable); and
  - (ii) ends at the time at which **nbn** notifies Customer (by any means permitted under this Agreement) that **nbn** has responded, successfully completed the relevant work, or rejects or cancels the Connect Order, Modify Order or Disconnect Order in accordance with this Agreement.

#### 9.2 Calculating time

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.</li> </ul>
occur between 2 days	includes both days.
begin from a specified day or hour	does not include that particular day or hour (as the case may be).

end, for a Service Fault or Network Fault (as applicable), upon rectification	ends upon Service Fault Completion or Network Fault Completion (as applicable).
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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.

### 9.3 Pro Rata measurement

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

## 10. 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 Service Levels Schedule and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.
- (b) A failure to meet the Operational Targets will not be regarded as a breach of the Agreement.
- (c) Service Levels, Performance Objectives and Operational Targets do not apply for the period and to the extent that:
  - (i) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels or Performance Objectives; or
  - (ii) **nbn**'s ability to perform in accordance with the Service Level or Performance Objective is adversely affected by an Excluded Event, a Customer Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.
- (d) Without limiting section 10(c), Service Levels and Performance Objectives do not apply for the period and to the extent that **nbn**'s ability to perform in accordance with the Service Level or Performance Objective is adversely affected by:
  - (i) any inability of **nbn** or its Personnel to gain access to a location necessary to perform works; and
  - (ii) Satellite Limitations.