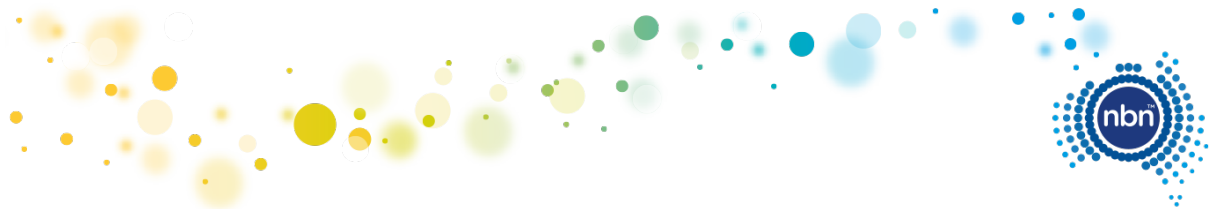


Service Levels Schedule

nbn[™] BSS ILA Product Module

nbn[™] BSS Interim Launch Agreement



This document forms part of the **nbn**[™] BSS Interim Launch Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

Service Levels Schedule

nbnTM BSS ILA Product Module

nbnTM BSS Interim Launch Agreement

Version	Description	Effective Date
1.0	First issued version of nbn TM BSS Interim Launch Agreement	Execution Date
1.1	Amendments relating to nbn TM BSS Ordered Products where the Self-Installation Option and Self-Assurance Option are selected	27 November 2019

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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 **nbn**[™] BSS Products. It also sets out the Performance Objectives that **nbn** will aim to achieve for certain Service Levels.

The Service Levels and Performance Objectives are arranged in this **nbn**[™] BSS ILA Service Levels Schedule to replicate the end user lifecycle experience. It also includes a Performance Objective regarding availability, which is relevant across the end user lifecycle experience.

Failure to achieve a Service Level or a Performance Objective may give rise to consequences, such as an obligation on **nbn** to provide rebates.

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

This document forms part of the **nbn**[™] BSS Interim Launch Agreement.

Roadmap

A roadmap describing the structure of this document is provided below.

Part A: Service Levels

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

Part A: Service Levels		Page
1	Activation	5
2	Operational Assurance Service	6
3	B-NNI Redundancy	8
4	Network Availability	8
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Part B: Measurement

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

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Part C: Operational Targets

Part C contains **nbn**'s aspirational Operational Targets, 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 D contains the rules of interpretation and exclusions which apply to this **nbn**[™] BSS ILA Service Levels Schedule.

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Part A: Service Levels

*Section 1 sets out the Service Levels, Performance Objectives and BSS Activation Rebate that **nbn** offers for Standard Connections. See section 8 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

1. Activations

1.1 Service Levels for Standard Connections

The Service Levels for completion of a Standard Installation and Activation for **nbn**TM BSS Products are:

Location of Premises	Standard Installation and Activation Service Level from the time of Order Acknowledgement (Business Days)
Urban Area	17
Major Rural Area / Minor Rural Area	17
Remote Area	17
Isolated Area	22
Limited Access Area	As quoted

Notes:

- A separate Operational Target for Activation also applies in conjunction with the Service Level for Standard Installation and Activation, and applies from the time of completion of the Standard Installation: see section 7.2.
- These Service Levels do not apply in respect of Ordered Products for which Customer has elected the Self-Installation Option: see sections 5(c)(ii) and 9(c)(i).

1.2 Conditions

- The Service Levels in section 1.1 do not apply if Customer nominates that the installation schedule is to be amended to reduce travel costs.
- The Service Levels for Standard Connections are the Service Levels that apply at the time of Order Acknowledgement of the relevant Connect Order.

1.3 BSS Activation Rebate

- nbn** will provide Customer with a BSS Activation Rebate if the Standard Installation is completed 7 Business Days or more after the expiry of the relevant period of the Service Level set out in section 1.1 as follows:

Operational Assurance Service Level Option	BSS Activation Rebate amount as a percentage of the relevant Monthly Recurring Charge payable by Customer in the relevant Billing Period
Assurance - Gold	15%
Assurance - Silver	10%
Assurance - Bronze	5%

Note: The BSS Activation Rebate is not cumulative and is only payable once in relation to each Standard Connection.

- (b) Customer must submit any claim for a BSS Activation Rebate within 6 months from the last day of the month to which the BSS Activation Rebate relates in accordance with standard processes determined by **nbn** from time to time.

Section 2 sets out the Services Levels and the BSS Assurance Rebates that **nbn** offers for Service Fault rectification. See section 8 for rules of interpretation that apply to these Service Levels.

2. Operational Assurance Service

2.1 Service Levels for Operational Assurance Service – No site visit required

- (a) The Service Levels for rectification of Service Faults under the Operational Assurance Service where no site visit is required, are:

Operational Assurance Service Level Option	Priority Assigned Class	Final Closure Time Service Level
Assurance - Gold	P1	5 Business Days
	P2	10 Business Days
	P3	15 Business Days
	P4	15 Business Days
Assurance - Silver	P1	10 Business Days
	P2	30 Business Days
	P3	30 Business Days

	P4	40 Business Days
Assurance - Bronze	P1	14 Business Days
	P2	30 Business Days
	P3	30 Business Days
	P4	40 Business Days

Note: Separate Operational Targets for Response Time, Interim Restoration Time and Update Interval also apply: see section 7.3.

2.2 Service Levels for Operational Assurance Service – Site visit required

The Service Levels for rectification of Service Faults under the Operational Assurance Service where a site visit is required are:

Location of Premises	Final Closure Time Service Level (Business Days)
Urban Area	5
Major Rural Area / Minor Rural Area	5
Remote Area	10
Isolated Area	As quoted
Limited Access Area	As quoted

2.3 BSS Assurance Rebate – Site visit required

- (a) **nbn** will provide Customer with a BSS Assurance Rebate if **nbn** does not achieve a Service Level set out in section 2.2 in respect of an Ordered Product as follows:

Operational Assurance Service Level Options	BSS Assurance Rebate amount as a percentage of the relevant Monthly Recurring Charge payable by Customer in the relevant Billing Period
Assurance - Gold	15%
Assurance - Silver	10%
Assurance - Bronze	5%

Note: Service Levels do not apply in respect of Ordered Products for which Customer has elected the Self-Assurance Option: see sections 5(c)(iii) and 9(c)(i).

- (b) Customer must submit any claim for a BSS Assurance Rebate within 6 months from the last day of the month to which the BSS Assurance Rebate relates in accordance with the standard processes determined by **nbn** from time to time.

*Section 3 sets out the Performance Objective that **nbn** offers for the B-NNI Redundancy Product Feature.*

3. B-NNI Redundancy

- (a) **nbn** will aim to achieve the following Performance Objectives in respect of all ordered B-NNI Product Components:

B-NNI Redundancy Option	B-NNI Bearer Profile	Performance Objective availability in each Quarter
Single Interface (Single BSS POI)	1G	99.90%
	10G	99.90%
Redundant Interface (Single BSS POI)	1G	99.92%
	10G	99.92%
Single Interface (Both BSS POIs)	1G	99.94%
	10G	99.94%
Redundant Interface (Both BSS POIs)	1G	99.95%
	10G	99.95%

- (b) The Performance Objective in this section 3 should be read in conjunction with section 3.2 in the [nbn™ BSS ILA Product Technical Specification](#).

*Section 4 sets out the Performance Objective that **nbn** offers for Network Availability.*

4. Network Availability

4.1 Performance Objective for Network Availability

- (a) **nbn** will aim to achieve Network Availability of 99.7% in respect of all **nbn**™ BSS ordered products supplied to all of **nbn**'s customers over the BSS Network.
- (b) The Performance Objective in section 4.1(a) is measured based on combined availability of all **nbn**™ BSS ordered products between the **nbn**™ Network Boundaries supplied by **nbn** over the BSS Network to all of **nbn**'s customers in each Quarter.
- (c) **Network Availability** is calculated under section 4.1(a) as follows:

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

Measurement Period

Where, for the purposes of this section 4.1:

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

Measurement Period means, for each Quarter, the aggregate of the total number of minutes for which **nbn** has agreed to supply each **nbn**TM BSS ordered product to all of **nbn**'s customers over the BSS Network during that Quarter (excluding Planned Outages).

Unavailable means where all IAC or BVC connectivity (as relevant) between the **nbn**TM Network Boundaries and the UNI-D is Lost. This is measured from the time that the corresponding service fault rectification service level measurement starts in relation to that loss of connectivity until it ends.

Unavailable Time means, in respect of the relevant Quarter, the total number of minutes that each **nbn**TM BSS ordered product which **nbn** has agreed to supply to all of **nbn**'s customers over the BSS Network during that Quarter was Unavailable.

Note: Exclusions apply as set out in section 4.2.

4.2 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when the BSS Network is in active operation and excludes any time when modifications, activations or installations are occurring.
- (b) Without limiting section 4.2(a), when calculating Network Availability, Unavailable Time does not apply where connectivity is Lost owing to:
 - (i) any event or matter excluded under section 9 under this Agreement or under any Other Wholesale Broadband Agreement;
 - (ii) any Planned Outages or interruptions permitted under clause C15.3 of the WBA SFAA (as that term is incorporated by C1 of the [Interim Terms](#)) under this Agreement or under any Other Wholesale Broadband Agreement;
 - (iii) a matter, thing, event or circumstance that occurs outside the **nbn**TM Network Boundaries; or
 - (iv) any breach of the [nbn](#)TM BSS ILA Fair Use Policy under this Agreement or under any Other Wholesale Broadband Agreement.

4.3 BSS Availability Rebate

- (a) **nbn** will provide Customer with a BSS Availability Rebate if **nbn** does not achieve the Performance Objective set in section 4.1(a) as follows:

Network Availability performance during each Measurement Period	BSS Availability Rebate amount as a percentage of the relevant Monthly Recurring Charge payable by Customer in the Relevant Billing Periods during the Measurement Period per nbn TM BSS Ordered Product
Less than 99.7%	1% or part thereof

- (b) The amount of all BSS Availability Rebates payable in connection with each ordered **nbn**TM BSS Product is capped in each Billing Period at 5% of the Monthly Recurring Charge payable by Customer for that Ordered Product in that Billing Period.
- (c) Customer must submit any claim for a BSS Availability Rebate within 6 months from the last day of the month to which the BSS Availability Rebate relates in accordance with the standard processes determined by **nbn** from time to time.

Section 5 sets out the conditions applicable to the Service Levels and Performance Objectives.

5. Conditions

- (a) For each **nbn**TM BSS Product, the Service Levels and Performance Objectives in sections 1, 2 and 3 do not apply for a period of 2 months starting from the Product Launch of that **nbn**TM BSS Product.
- (b) The Performance Objectives in Section 4:
 - (i) do not apply for a period of 6 months starting from the BSS ILA Launch Date; and
 - (ii) will be calculated excluding any measurement in respect of each **nbn**TM BSS Product for a period of 6 months starting from the Product Launch Date.
- (c) The Service Levels and Performance Objectives in this Part A do not apply to any Service Level or Performance Objective failures:
 - (i) caused by use of an Ordered Product which breaches the [nbnTM ILA BSS Fair Use Policy](#);
 - (ii) in respect of a Standard Connection in respect of an **nbn**TM BSS Product where Customer has selected the Self-Installation Option in respect of that **nbn**TM BSS Product if available;
 - (iii) in respect of a Trouble Ticket in respect of an **nbn**TM BSS Product where Customer has selected the Self-Assurance Option in respect of that **nbn**TM BSS Product if available;
 - (iv) where Customer does not comply with the standard processes determined by **nbn** from time to time.
- (d) If **nbn** raises an Infrastructure Restoration Trouble Ticket for a Network Fault that affects one or more **nbn**TM BSS Ordered Products, then measurement of the Service Level for rectifying each corresponding Service Fault will start from the time at which the Infrastructure Restoration Trouble Ticket identifies that Service Fault as being associated with the Network Fault, if that time is earlier than the time at which the Service Fault rectification Service Level measurement would have started under section 2.

Part B: Measurement

Section 6 sets out the Measurement criteria applicable to the Service Levels and Performance Objectives.

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 and Network Availability (**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 use its reasonable endeavours to:
 - (i) ensure that the Performance Reports generated by the measurement and monitoring tools are as accurate as possible (including by correcting any inaccuracies); and
 - (ii) notify Customer within 10 Business Days of becoming aware of any inaccuracy.

6.3 Reporting

- (a) The Performance Reports will generally be available via the **nbn**TM BSS Portal on or about 11 Business Days after the end of each month.
- (b) **nbn**TM BSS Product Usage Reports will be made available via the **nbn**TM BSS Portal.
- (c) Standard Reporting will be made available via the **nbn**TM BSS Portal in accordance with the standard processes determined by **nbn** from time to time.

Part C: Operational Targets

*Section 7 sets out the Operational Targets that **nbn** has set in relation to certain Service Levels. See section 8 for rules of interpretation that apply to these Operational Targets.*

7. Operational Targets

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

7.1 Service Requests and Standard Changes

nbn's Operational Targets for Service Requests and Standard Changes where no site visit is required are:

Operational Target activity	Operational Target	
	Response Time (Business Days)	Final Closure Time (Business Days)
Service Requests	3	30
Standard Changes	7	30

7.2 Activations

The Operational Targets for Activation for **nbn**TM BSS Products are:

Location of Premises	Activation Operational Target from the time of completion of Standard Installation (Business Days)
Urban Area	1
Major Rural Area / Minor Rural Area	1
Remote Area	1
Isolated Area	1
Limited Access Area	As quoted

7.3 Operational Assurance Service

The Operational Targets for Operational Assurance Service where no site visit is required, are:

Operational Assurance Service Level Option	Priority Assigned Class	Response Time Operational Target from the time of Trouble Ticket Acknowledgement	Interim Restoration Time Operational Target from the time of Trouble Ticket Acknowledgement	Update Interval Operational Target
Assurance - Gold	P1	15 minutes	4 hours	Every 30 minutes

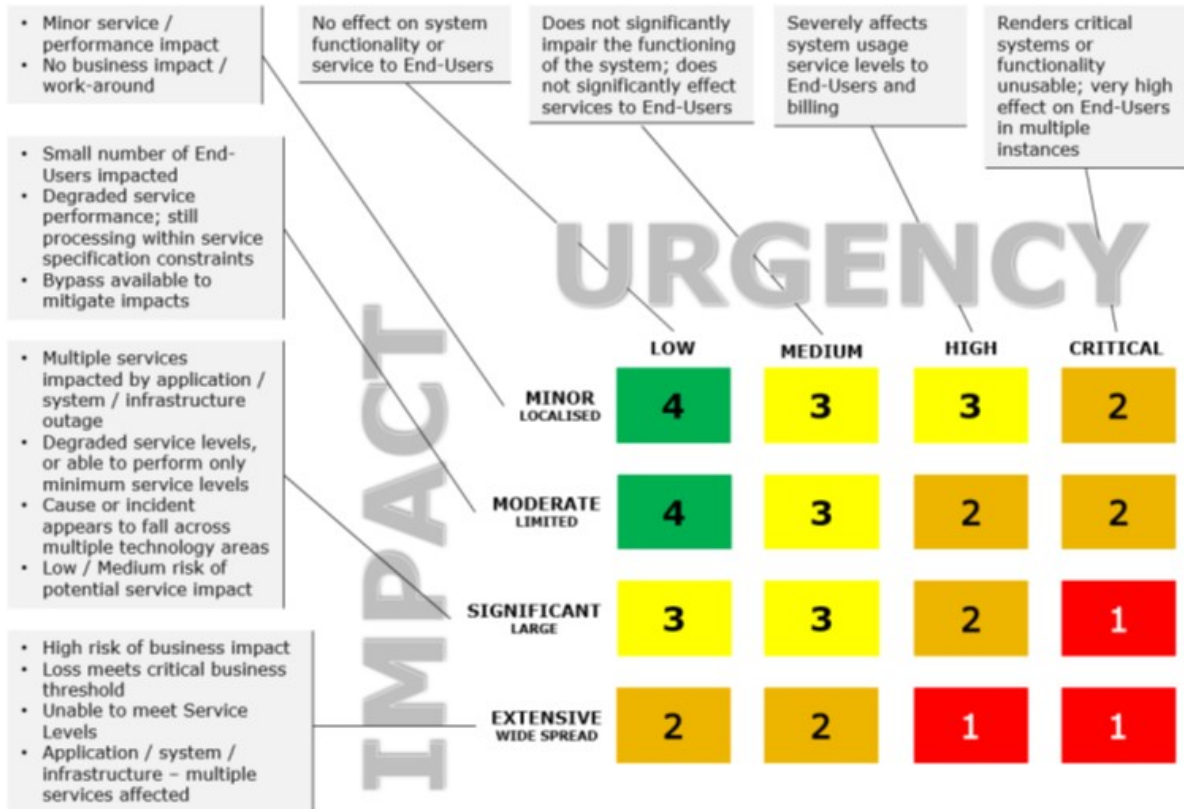
	P2	30 minutes	4 hours	Every 2 hours
	P3	45 minutes	5 hours	Every 5 Business Days
	P4	60 minutes	15 hours	Not Applicable
Assurance - Silver	P1	15 minutes	8 hours	Every 30 minutes
	P2	30 minutes	8 hours	Every 2 hours
	P3	45 minutes	16 hours	Every 5 Business Days
	P4	60 minutes	32 hours	Not Applicable
Assurance - Bronze	P1	15 minutes	12 hours	Every 30 minutes
	P2	30 minutes	24 hours	Every 2 hours
	P3	45 minutes	32 hours	Every 5 Business Days
	P4	60 minutes	40 hours	Not Applicable

7.4 Network Fault rectification

(a) **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

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



Part D: Interpretation and Exclusions

*Part D contains the rules of interpretation and exclusions which apply to this **nbn**TM BSS ILA Service Levels Schedule.*

8. Interpretation

8.1 Service Levels apply in Operational Hours

- (a) All references to time in this **nbn**TM BSS ILA Service Levels Schedule are calculated by reference to Operational Hours.
- (b) Unless specified otherwise, Operational Hours are 0800 to 1700 local time on Business Days where the relevant Activity 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, Trouble Ticket is raised, Trouble Ticket Acknowledgement, or Trouble Ticket Acceptance (as applicable); and
 - (ii) ends at the time at which **nbn** notifies Customer (by any means permitted under this Agreement) that **nbn** has responded, successfully completed the relevant work, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement.
- (d) If:
- (i) a 'Pending' Status is applied to any order or Trouble Ticket; or
 - (ii) a 'Held' Status is applied to any order or Trouble Ticket due to a matter beyond **nbn**'s control; or
 - (iii) a 'Resolved' status is applied to any Trouble Ticket,
- measurement of **nbn**'s performance will be suspended for the period that matter causes or contributes to that status.

8.2 Calculating time

- (a) Unless otherwise specified:

If the period of time is expressed to:	Then the period of time:
occur within a number of Business Days	<ul style="list-style-type: none"> • ends at the end of the last Operational Hour on the last of those Business Days; and • excludes the day on which the relevant order is placed.
occur between 2 days	includes both days.

begin from a specified day or hour	does not include that particular day or hour (as the case may be).
end, for a Service Fault, upon restoration	restoration ends when nbn first sends Customer a Closed Notification.

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

8.3 Pro Rata measurement

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

9. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this **nbn**TM BSS ILA 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) Without limiting section 5, Service Levels, Performance Objectives and Operational Targets do not apply for the period and to the extent that:
- (i) they apply in respect of a Standard Connection or Trouble Ticket in respect of an **nbn**TM BSS Product where Customer has selected the Self-Installation Option or Self-Assurance Option in respect of that **nbn**TM BSS Product;
 - (ii) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels, Performance Objectives or Operational Targets; or
 - (iii) **nbn**'s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by an Excluded Event, a Customer Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.
- (d) Without limiting section 9(c), Service Levels, Performance Objectives and Operational Targets do not apply for the period and to the extent that **nbn**'s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by:
- (i) any inability of **nbn** or its Personnel to gain access to a location necessary to perform works;
 - (ii) any act or omission of an End User (or any of their respective Personnel) in connection with installing **nbn**TM Equipment or a VSAT NTD other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;
 - (iii) where **nbn** or its Personnel cannot make contact with a Contracted End User (or their authorised representative aged 18 or over) to schedule an Appointment or

Trouble Ticket Appointment in accordance with the standard processes determined by **nbn** from time to time; or

- (iv) Satellite Limitations.
- (e) Without limiting section 9(c), where Customer selects an Appointment in respect of an order or Trouble Ticket that is not the earliest available appointment for that order or Trouble Ticket (as applicable), Service Levels, Performance Objectives and Operational Targets do not apply for the period from the earliest available Appointment until the time of the Appointment selected by Customer.