

# Service Levels Schedule

nbn™ Platform Interfacing Service Module

Wholesale Broadband Agreement





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### Wholesale Broadband Agreement

Version	Description	Effective Date
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#### Environment

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

## Introduction

This document sets out the Performance Objectives that **nbn** will aim to achieve in relation to the **nbn**<sup>TM</sup> Platform Interfacing Service.

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.

This document forms part of the **nbn**<sup>TM</sup> Platform Interfacing Service Module.

## Roadmap

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

### Part A: Performance Objectives

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

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### Part B: Operational Targets

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

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### Part C: Measurement and Corrective Action

Part C 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 D: Interpretation and Exclusions

Part D contains the rules of interpretation and exclusions which apply to this Service Levels Schedule for the **nbn**<sup>TM</sup> Platform Interfacing Service.

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## Part A: Performance Objectives

Section 1 sets out the Performance Objectives that **nbn** offers for **nbn**<sup>TM</sup> Platform Interfacing Service availability and **nbn**<sup>TM</sup> Service Portal availability. See section 5 for rules of interpretation that apply to this Performance Objective.

### 1. **nbn**<sup>TM</sup> Platform Interfacing Service availability

#### 1.1 Performance Objectives for **nbn**<sup>TM</sup> Platform Interfacing Service availability

- (a) **nbn** will aim to achieve the following Performance Objectives for availability of the **nbn**<sup>TM</sup> Platform Interfacing Service in respect of Key Business Transactions for **nbn**<sup>TM</sup> Ethernet (Fibre), **nbn**<sup>TM</sup> Ethernet (FTTB), **nbn**<sup>TM</sup> Ethernet (FTTN), **nbn**<sup>TM</sup> Ethernet (FTTC), **nbn**<sup>TM</sup> Ethernet (HFC), **nbn**<sup>TM</sup> Ethernet (Wireless) and **nbn**<sup>TM</sup> Ethernet (Satellite):

Description	Performance Objective (availability in each 90 day period)
Address Enquiry	99.00%
Single Site Qualification Enquiry	99.00%
Appointment availability enquiry	99.00%
Appointment lodgement (submission received to Reserved notification sent)	99.00%
Order Feasibility Check	99.00%
Order lodgement (submission received to Acknowledgement sent)	99.00%
Service Restoration Trouble Ticket (submission received to Acknowledgement sent)	99.00%

- (b) Each of the Performance Objectives in section 1.1(a) will be measured based on the availability of the **nbn**<sup>TM</sup> Platform Interfacing Service to all of **nbn**'s retail service providers to perform the relevant Key Business Transaction in each 90 day period referred to in section 3.3(a).

#### 1.2 Measuring **nbn**<sup>TM</sup> Platform Interfacing Service Performance Objectives

For the purposes of measuring each Performance Objective set out in section 1.1(a), "availability" is calculated as follows:

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

Where, for the purposes of this section 1.2:

**Measurement Period** means the aggregate of the total number of minutes which **nbn** has agreed to supply the **nbn**<sup>TM</sup> Platform Interfacing Service to all of **nbn**'s retail service providers during each 90 day period referred to in section 3.3(a).

**Unavailable Time** means:

- (i) the sum of all Unavailable Periods in the Measurement Period; less
- (ii) any time during those Unavailable Periods when:
  - (A) the **nbn**<sup>TM</sup> Platform Interfacing Service is non-operational in respect of the Key Business Transaction due to any event or matter excluded under section 6; or
  - (B) a Planned Outage has been implemented.

**Unavailable Period** means, in respect of a Key Business Transaction Performance Objective, each period:

- (i) beginning when the **nbn**<sup>TM</sup> Platform Interfacing Service fails to respond to any two consecutive transactions submitted by any **nbn** retail service provider(s); and
- (ii) ending when the **nbn**<sup>TM</sup> Platform Interfacing Service responds to a transaction submitted by any **nbn** retail service provider.

### 1.3 Performance Objective for **nbn**<sup>TM</sup> Service Portal availability

- (a) **nbn** will aim to achieve a Performance Objective of 99.00% availability for the **nbn**<sup>TM</sup> Service Portal in each 90 day period.
- (b) The Performance Objective in section 1.3(a) will be measured based on the availability of the **nbn**<sup>TM</sup> Service Portal to all of **nbn**'s retail service providers in each 90 day period referred to in section 3.3(a).

### 1.4 Measuring **nbn**<sup>TM</sup> Service Portal availability

For the purposes of measuring the Performance Objective set out in section 1.3(a), "availability" is calculated as follows:

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

Where, for the purposes of this section 1.4:

**Measurement Period** means the aggregate of the total number of minutes which **nbn** has agreed to supply the **nbn**<sup>TM</sup> Service Portal to all of **nbn**'s retail service providers during each 90 day period referred to in section 3.3(a).

**Unavailable Time** means:

- (i) the sum of all Unavailable Periods in the Measurement Period; less
- (ii) any time during those Unavailable Periods when:
  - (A) the **nbn**<sup>TM</sup> Service Portal is non-operational due to any event or matter excluded under section 6; or
  - (B) a Planned Outage has been implemented.

**Unavailable Period** means each period:

- (i) beginning when any **nbn** retail service provider is unable to access the **nbn**<sup>TM</sup> Service Portal using valid login details; and

Part A: Performance Objectives

- (ii) ending when any **nbn** retail service provider is able to access the **nbn**<sup>TM</sup> Service Portal.

## Part B: Operational Targets

*This section 2 sets out the Operational Targets that **nbn** has set in relation to B2B Access response times.*

### 2. Operational Targets

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

#### 2.1 B2B Access response times

**nbn**'s Operational Targets for B2B Access business transaction response times between ingress and egress from the **nbn**<sup>TM</sup> B2B Gateway are:

Transaction description		Operational Target	
		Average	95% Percentile
Address Enquiry		3 seconds	6 seconds
Single Site Qualification Enquiry		5 seconds	10 seconds
Appointment availability enquiry		5 seconds	10 seconds
Appointment reservation		5 seconds	10 seconds
Order Feasibility Check	Feasible	5 seconds	10 seconds
	Feasible – Appointment Required	7 seconds	13 seconds
	Feasible - Delayed	7 seconds	14 seconds
Order lodgement (submission received to Acknowledgement sent)		6 seconds	11 seconds
Service Restoration Trouble Ticket lodgement (submission received to Acknowledgement sent)		6 seconds	11 seconds
Service Restoration Trouble Ticket lodgement (Acknowledgement sent to Rejection sent)		100 seconds	130 seconds

#### 2.2 Measurement of Operational Targets

Operational Targets related to the performance of the **nbn**<sup>TM</sup> Platform Interfacing Service do not apply for the period and to the extent that **nbn** has deprioritised the processing of, and response to, Monitored Transactions in accordance with the [Service Description for the \*\*nbn\*\*<sup>TM</sup> Platform Interfacing Service](#).



## Part C: Measurement and Corrective Action

### 3. Measurement

#### 3.1 Measurement and monitoring

**nbn** will measure and monitor its performance, and produce reports based on that information, in relation to **nbn**<sup>TM</sup> Platform Interfacing Service availability and the Operational Targets for B2B Access (**Performance Reports**).

#### 3.2 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.

#### 3.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on or about 20 Business Days after the end of each month in relation to **nbn**'s compliance with the Performance Objectives and Operational Targets in this Service Levels Schedule for the **nbn**<sup>TM</sup> Platform Interfacing Service for the 90 day period ending at the end of the relevant month.
- (b) **nbn** may, from time to time, include additional information about **nbn**<sup>TM</sup> Platform Interfacing Service availability or Operational Targets for B2B Access in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

#### 3.4 Data Enquiries

- (a) RSP may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) 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 10 Business Days after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

## 4. Corrective Action

### 4.1 Corrective Action

- (a) Subject to section 4.2, 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 4.1(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 4.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 3.3.

## 4.2 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 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 D: Interpretation and Exclusions

### 5. Interpretation

#### 5.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule for the **nbn**<sup>TM</sup> Platform Interfacing Service are calculated by reference to Operational Hours.
- (b) Operational Hours are 24 hours a day, seven days a week.

#### 5.2 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 for the **nbn**<sup>TM</sup> Platform Interfacing Service will be pro-rated to reflect that shorter period.

### 6. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Performance Objective will be the consequence (if any) specified in this Service Levels Schedule for the **nbn**<sup>TM</sup> Platform Interfacing Service and a failure to achieve 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) Performance Objectives and Operational Targets do not apply for the period and to the extent that this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Performance Objectives or Operational Targets.
- (d) Without limiting section 6(c), 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 Performance Objective or Operational Target is adversely affected by:
  - (i) inaccuracy, incompleteness, inadequacy in performance or unavailability of the FNN/ULL Database;
  - (ii) inability of **nbn** or its Personnel to gain access to a location necessary to perform works; or
  - (iii) an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.