



Chorus UFB Services Agreement

Bitstream Services: Service Level Terms for Bitstream
Services

Reference Offer

June 2017

1 INTERPRETATION

1.1 References to clauses, sections or Appendices are references to clauses, sections or Appendices in these Service Level Terms unless expressly provided otherwise. The definitions set out in the General Terms and the Operations Manual apply to these Service Level Terms unless expressly provided otherwise.

1.2 References to the Operations Manual are references to the operations manual for the Bitstream Services.

1.3 Definitions

In these Service Level Terms, in addition to the definitions set out in the General Terms and the Operations Manual:

Aged Tenancy Order has the meaning given in the Operations Manual;

Ancillary Service Level means a reporting metric Service Level included in Appendix 3;

Circuit Ends means any Service provided by the LFC to Premises that have been Passed (including those that are or have been connected) excluding Voluntary Services;

Communal Infrastructure means any fibre network infrastructure in the Coverage Area which is deployed independently of any End-User Specific Infrastructure and which is not located on Premises, including any of the following within the Coverage Area:

- (a) Interconnection Points;
- (b) Central Offices;
- (c) cabinets and/or fibre cross connection points;
- (d) intra-Coverage Area backhaul fibre connecting the interconnection points, Central Offices and cabinets;
- (e) distribution fibre running along each street, past Premises;
- (f) feeder fibre running from Central Offices to cabinets or fibre cross connection points;
- (g) associated ducts and other fixed civil infrastructure required to deploy fibre; and
- (h) passive optical equipment installed in the LFC cabinet and/or a Central Office.

Consecutive Business Hours means a number of consecutive hours (including fractions of hours) within Business Hours (where the first Consecutive Business Hour in a Business Day is consecutive to the last Consecutive Business Hour in the preceding Business Day);

Core Bitstream Transaction Service includes a Bitstream New Connection Order, Bitstream Plan Change Order (includes Bandwidth Upgrade), Handover connection, and a Bitstream Relinquishment;

Core Service Level means a Service Level included in Appendix 1;

Core Service Level Default means a failure by the LFC to meet a Core Service Level;

Core Service Rebate means the payment to be made by the LFC to a Service Provider for a Core Service Level Default, calculated in accordance with these Service Level Terms;

First MDU Order means the first properly completed order from a Service Provider received by the LFC for a Residential or Business Connection in relation to each MDU;

First MDU Connection Date has the meaning given to that term in clause 1.3 (c) (ii) of Appendix 1;

“hour” without further definition refers to an ordinary clock hour (i.e. any hour);

“installation” in clauses 1 (Dark fibre access provisioning Service Levels) and 2 (Layer 2 Service provisioning Service Levels) of Appendix 1 means, and is limited to, installation in accordance with any applicable Standard Installation;

Legacy OSS/BSS means the LFC’s Wireline (OO&T) and Netcracker Self Service Portal or B2B used for ordering any Services;

MDU means a Multi Dwelling Unit, which for the purposes of these Service Level Terms where an MDU comprises multiple buildings, each such building shall be deemed to be a separate MDU requiring a First MDU Order for each such building;

MDU Common Infrastructure means any internal cabling and other build work within the MDU (in addition to the work required to install the first Connection in the MDU to provision the First MDU Order) which the LFC considers is reasonably necessary to enable the LFC to meet the Service Levels for Subsequent MDU Orders;

MDU Connection Pre-requisite Steps means the process set out in the Operations Manual;

MDU Connection Process means the process to install the first MDU Connection in the MDU to provision the First MDU Order and, if the LFC elects, to install the MDU Common Infrastructure (if any), as set out in the Operations Manual;

New OSS/BSS means the LFC’s Comtel Chorus Portal or B2B used for ordering any Services or any subsequent or replacement OSS/BSS implemented by the LFC for ordering Services;

Passed means when Premises have been passed with Communal Infrastructure (and, where the context requires, includes Layer 2 Communal Infrastructure) and is capable of Connection from the nearest point to the private boundary (if underground) or nearest pole (if aerial) (and Pass is to be interpreted accordingly);

Premises means a single building or structure located on a defined geographical site (such as may be evidenced by a certificate of title), which has a unique physical address recognised by NZ Post, and is occupied by or could readily be occupied by a potential End User and, for the avoidance of doubt:

- (a) a Premises does not include a NBAP;

- (b) a Multi-Dwelling Unit only constitutes a single Premises; and
- (c) a Premises includes each such building or structure that is in, or that is from development activities reasonably anticipated in the near future to be in, a greenfields area or development site that is within or adjacent to the Coverage Area.

Service Level Commencement Date means 1 March 2012, except for the MDU provisioning Service Levels set out in clauses 1.3(c) and 1.3(d) of Appendix 1 when it means 1 December 2015;

Service Level Default means a failure by the LFC to meet either a Core Service Level or an Ancillary Service Level;

Subsequent MDU Order has the meaning given to that term in clause 1.3 (d) (i) of Appendix 1;

Voluntary Service means those services offered by the LFC that:

- (a) are within the Coverage Area which do not use Communal Infrastructure; or
- (b) are outside the Coverage Area,

and, in each case, are expressly identified as a "Voluntary Service".

2 SCOPE

2.1 These Service Level Terms:

- (a) set out the quality and performance of the Core Service Level commitments, and Ancillary Service Level targets of the LFC to the Service Provider for the delivery of the Bitstream Services; and
- (b) provide for a rebate mechanism where the LFC fails to meet its Core Service Levels.

2.2 These Service Level Terms may be changed in accordance with the change mechanism set out in the General Terms.

3 SERVICE LEVELS

3.1 The LFC will meet or exceed the Core Service Levels in accordance with these Service Level Terms. The LFC is under no obligation to meet or exceed the Ancillary Service Levels which are reporting metrics only.

3.2 The Service Levels will apply from the Service Level Commencement Date.

3.3 The LFC must begin measuring and reporting its performance against the Service Levels from the Service Level Commencement Date.

3.4 The Ancillary Service Levels are separate from the Core Service Levels. The Core Service Levels are to be applied and interpreted independently from:

- (a) the Ancillary Service Levels; and

(b) any defined terms used solely in the context of the Ancillary Service Levels.

3.5 If the Service Provider updates or changes a Service Request under clause 9 of the Operations Manual, the Service Levels applicable to that Service Request (as updated or changed) will be measured from the date that update or change was accepted by the LFC.

4 EXTENSIONS AND EXCLUSIONS

4.1 The Service Levels will not apply or, as applicable, Core Service Rebates will not be payable, in respect of Premises which are not Passed or where expressly stated in the General Terms, these Service Level Terms, or, for Voluntary Services, in the applicable Service Descriptions. Further extensions, limitations or exclusions to the LFC's liability in respect of specific Service Levels are set out in Appendices 1 and 3.

4.2 The Service Levels and Core Service Rebates set out in these Service Level Terms will be applied in accordance with the provisions of the Operations Manual set out in Appendix 4.

4.3 Where the LFC makes a decision that a Service Level Default has not occurred because one or more of the extensions, limitations or exclusions apply, the details are to be recorded and reported in the LFC's monthly performance report provided in accordance with clause 6.

5 SERVICE PROVIDER FORECASTS

5.1 The Service Provider will provide Forecasts to the LFC in accordance with the Operations Manual. The consequences of the Service Provider failing to provide a Forecast or failing to provide an accurate Forecast are set out in the Operations Manual.

6 REPORTING ON SERVICE LEVELS

6.1 The LFC will provide the Service Provider with a performance report each month reporting its performance against the Service Levels, beginning with a report on the first full month in which these Service Level Terms apply. The report will clearly identify whether the Service Levels are being met. The report will be delivered or made available to the Service Provider within 10 Business Days of the end of each relevant calendar month in electronic format. The report will detail the LFC's performance against each of the Service Levels over the preceding month.

7 REPORTING ON SERVICE LEVEL DEFAULTS

7.1 In the event of any Service Level Default (including, for the avoidance of doubt, failure by the LFC to meet an Ancillary Service Level), the LFC will detail in its report to the Service Provider under clause 6.1 the cause of and procedure for correcting such Service Level Default, and will provide updates on the steps taken by the LFC to remedy any ongoing Service Level Default until such Service Level Default is remedied.

7.2 If the Service Provider reasonably believes that the LFC has not reported on performance against Service Levels in a manner that clearly identifies whether the Services Levels are being met:

(a) the Service Provider will notify the LFC; and

(b) if acting reasonably the LFC agrees that there is a reporting failure, remedy the failure promptly, but in any event within ten Business Days following the Service Provider's notice, by providing a new report for the same period.

8 CORE SERVICE REBATES

8.1 Subject to clause 4 and clause 8.2, in the event of a Core Service Level Default, the Service Provider will receive a Core Service Rebate from the LFC in accordance with clause 6.5 of the General Terms. The Core Service Rebate will be that set out in Appendix 2.

8.2 Notwithstanding clause 8.1:

- (a) following the Service Level Commencement Date, the LFC will be liable to pay Core Service Rebates for a failure to meet the following Service Levels only:
 - (i) Residential – Fibre Connections Service Level (specified in clause 1.2(a) of Appendix 1);
 - (ii) Business – Fibre Connections Service Level (Individual) (specified in clause 1.2 (b) of Appendix 1);
 - (iii) Residential – Layer 2 services Service Level (specified in clause 2.1(a) of Appendix 1);
 - (iv) Business – Layer 2 services Service Level (specified in clause 2.1 (b) of Appendix 1);
 - (v) Layer 1 Service Availability – Maximum Downtime Service Level (specified in clause 3.1 of Appendix 1);
 - (vi) Layer 2 Service Availability – Maximum Downtime Service Level (specified in clause 4.1 of Appendix 1);
 - (vii) Layer 2 Traffic Service Level (specified in clause 6.1 of Appendix 1);
 - (viii) Layer 1 RSP Establishment Service Level (specified in clause 7.1(a) of Appendix 1);
 - (ix) Layer 2 RSP Establishment Service Level (specified in clause 7.1 (b) of Appendix 1); and
 - (x) Provisioning Service Level for the First MDU Order (Fibre Connection and Layer 2) Service Level (Individual) (specified in clause 1.3 (c) (ii) of Appendix 1).
- (b) in addition to the LFC's liability to pay Core Service Rebates for failure to meet the Core Service Levels specified in clause 8.2(a) of these Service Level Terms, the LFC will also be liable to pay Core Service Rebates for a failure to meet the following:
 - (i) Bandwidth upgrade of Layer 2 services - (specified in clause 2.1(d) of Appendix 1);
 - (ii) Multicast (Service Provider) - (specified in clause 2.1 (e) of Appendix 1);
 - (iii) Multicast (End User) – (specified in clause 2.1(f) of Appendix 1);
 - (iv) RF Overlay (Service Provider) - (specified in clause 2.1 (g) of Appendix 1);

- (v) RF Overlay (End User) - (specified in clause 2.1 (h) of Appendix 1);
- (vi) Layer 2 Disconnections Service Levels (specified in clause 5 of Appendix 1);
- (vii) NBAP – Fibre Connection Service Level (specified in clause 1.2(c) of Appendix 1);
and
- (viii) NBAP – Layer 2 services Service Level (specified in clause 2.1 (c) of Appendix 1),

from the relevant Service Level Commencement Date. These Service Levels will only measure performance across Candidate Areas in which:

- (ix) there are 3,000 or more Circuit Ends within the Candidate Area; or
- (x) 20% of the total Premises to be Passed (as determined in accordance with the NIPA) within the Candidate Area are or have been Connected within that Candidate Area,

whichever occurs first. This includes any Circuit Ends or Premises Connected to the LFC Network on the Service Level Commencement Date.

8.3 For the avoidance of doubt, the Service Provider will not receive a Core Service Rebate from the LFC for any failure to meet an Ancillary Service Level. The Ancillary Service Levels are reporting metrics only.

8.4 Core Service Rebates reflect the reduced value of the relevant part of the Wholesale Services affected by the Core Service Level Default during the relevant period and are neither liquidated damages nor the Service Provider's sole and exclusive remedy in respect of the Core Service Level Defaults or the consequences of such defaults.

9 RECONCILIATION OF CORE SERVICE REBATES

9.1 Within 10 Business Days after the end of each calendar month (the **Relevant Month**), the LFC will provide a summary report to the Service Provider that will detail the total amount of Core Service Rebates imposed for Core Service Level Defaults in accordance with clause 8.1 during the Relevant Month, detailed by Core Service Level and the relevant Service Request(s).

APPENDIX 1: CORE SERVICE LEVELS

1 DARK FIBRE ACCESS PROVISIONING SERVICE LEVELS

1.1 The Service Levels set out in this clause 1 apply to the layer 1 fibre services that support the Bitstream Services. This is in addition to the other Service Levels in this Appendix that apply to the layer 2 fibre services.

1.2 Subject to clauses 1.31.3 and 1.4 of this Appendix, the LFC will complete the Standard Installation for Connections as follows:

(a) Residential – Fibre Connection:

Each installation of Residential Connection must be completed within four Business Days following receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require), but excluding road opening notices (or such later date as agreed between the Service Provider and the relevant End User). Except in relation to permissions or consents the Service Provider is obliged to obtain under clauses 10.2(c) and 12.2 of the General Terms, applications by the LFC for permissions and consents are to be completed within two Business Days of receipt by the LFC of all information reasonably necessary for the LFC to properly assess what permissions and consents are required.

(b) Business - Fibre Connection:

Each installation of a Business Connection must be completed within six Business Days following receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require), but excluding road opening notices (or such later date as agreed between the Service Provider and the relevant End User). Except in relation to permissions or consents the Service Provider is obliged to obtain under clauses 10.2(c) and 12.2 of the General Terms, applications by the LFC for permissions and consents are to be completed within two Business Days of receipt by the LFC of all information reasonably necessary for the LFC to properly assess what permissions and consents are required.

(c) NBAP – Fibre Connection:

Each installation of an NBAP Connection must be completed within 60 Business Days following receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require), but excluding road opening notices (or such later date as agreed between the Service Provider and the relevant End User or between the LFC and the Service Provider). Except in relation to permissions or consents the Service Provider is obliged to obtain under clauses 10.2(c) and 12.2 of the General Terms, applications by the LFC for permissions and consents are to be completed within five Business Days of receipt by the LFC of all information reasonably necessary for the LFC to properly assess what permissions and consents are required.

1.3 The LFC will:

- (a) complete the installation of Residential and Business Connections in an MDU; and
- (b) install the MDU Common Infrastructure (if any) in an MDU,

in accordance with the MDU Connection Process and the following provisioning Service Levels unless the installation is for an Aged Tenancy Order:

(c) Provisioning Service Level for the First MDU Order

- (i) Subject to clause 1.4 of this Appendix, the LCF will, on receipt of the First MDU Order commence the MDU Connection Pre-requisite Steps.
- (ii) Upon the LFC's completion of the MDU Connection Pre-requisite Steps, the LFC will:
 - (A) install the first Residential or Business Connection for the First MDU Order in the MDU and provision the Layer 2 services ordered in relation to that Residential or Business Connection (if any); and
 - (B) install the MDU Common Infrastructure (if any),

within the following number of Business Days (or such later date as agreed between the Service Provider and the MDU owner(s) and/or the End User, as applicable):

 - a) for orders received by the LFC between Service Level Commencement Date for MDUs and 31 December 2015 (inclusive) using the LFC's:
 - (i) Legacy OSS/BSS System – 25 Business Days; and;
 - (ii) New OSS/BSS System – 20 Business Days;
 - b) for all orders received by the LFC via either OSS/BSS System on or after 1 January 2016 – 20 Business Days;

(First MDU Connection Date).

(d) Provisioning Service Level for the second and any subsequent orders for a Connection in an MDU

- (i) From an MDU's First MDU Connection Date, the provisioning Service Levels set out in clauses 1.2(a), 1.2(b), 2.1(a) and 2.1(b) of this Appendix apply in respect of any properly completed order from a Service Provider in relation to that MDU (other than the First MDU Order) for:
 - (A) a Residential or Business Connection and the provision of the Layer 2 services ordered in relation to that Residential or Business Connection; and
 - (B) the provision of Layer 2 services (provided that the relevant Connection is already in place),

(each a **Subsequent MDU Order**).
- (ii) For the purposes of measuring Service Levels for Subsequent MDU Orders:

- (A) all Subsequent MDU Orders are deemed to be for Standard Installations for Residential or Business Connections; and
 - (B) the only relevant permissions and consents to be obtained by the LFC under clauses 1.2(a), 1.2(b), 2.1(a) and 2.1(b) of this Appendix are the relevant individual End User's consents and permissions (all other consents and permissions are to have been obtained by the LFC through the MDU Connection Pre-requisite Steps).
- (iii) Where properly completed order(s) from a Service Provider received by the LFC for a Residential or Business Connection in relation to the same MDU as the First MDU is received:
- (A) on the same day as the First MDU Order is received; or
 - (B) after the First MDU Order is received but before the First MDU Connection Date,

that order(s) is deemed to be a Subsequent MDU Order received on the First MDU Connection Date:

1.4 Any time period:

- (a) during which any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection which is subject to Downtime; or
- (b) during which the LFC is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to install a Connection or restore a Connection which is subject to Downtime; or
- (c) which reflects any minimum notice requirements or access constraints contained in any existing arrangements referred to in clause 12.2(b) of the General Terms and which contain the permissions or consents that are relied upon,

will be added to the periods specified in clauses 1.2(a), 1.2 (b), 1.2 (c) and 1.3(c)(B) of this Appendix as applicable.

2 LAYER 2 SERVICE PROVISIONING SERVICE LEVELS

2.1 Subject to clauses 1.4 and 2.3 of this Appendix, the LFC will provision the Standard Install for the Layer 2 Services as follows:

- (a) Residential - Layer 2 services:

Layer 2 services ordered in relation to a Residential Connection:

- (A) at the same time as an installation of a Residential Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises is already Connected) are to be provisioned within three Business Days of receipt by the LFC of a properly completed order from the

Service Provider (or such later date as agreed between the Service Provider and the relevant End User) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

(b) Business - Layer 2 services:

Layer 2 services ordered in relation to a Business Connection:

- (A) at the same time as an installation of a Business Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises is already Connected) are to be provisioned within five Business Days of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

(c) NBAP - Layer 2 services:

Layer 2 services ordered in relation to an NBAP Connection:

- (A) at the same time as an installation of an NBAP Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of an NBAP Connection (provided that the relevant Premises is already Connected) are to be provisioned within five Business Days of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User or between the LFC and the Service Provider) and the receipt of all necessary permissions and consents contemplated by clauses 3.6, 10.2(c), 12.2 and 12.3 of the General Terms (as the case may require).

(d) Bandwidth upgrade of Layer 2 services:

A Bandwidth upgrade of Layer 2 services must be provisioned within one Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User or between the LFC and the Service Provider).

(e) Multicast (Service Provider):

A multicast service must be provisioned for a Service Provider within 3 months of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the LFC or between the LFC and the Service Provider).

(f) Multicast (End User):

Provided that the necessary multicast service has previously been provisioned for the relevant Service Provider, a multicast service must be provisioned for an End User (provided that the

relevant Premises, or in the case of an MDU, the relevant End User Tenancy, is already Connected) within 1 Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User or between the LFC and the Service Provider).

(g) RF Overlay (Service Provider):

An RF Overlay service must be provisioned for a Service Provider within the period agreed between the LFC and the relevant Service Provider which must be no more than 60 Business Days (unless a longer period is specifically requested by the Service Provider and agreed between the LFC and the Service Provider).

(h) RF Overlay (End User):

2.2 Provided that the necessary RF Overlay service has previously been provisioned for the relevant Service Provider, an RF Overlay service must be provisioned for an End User (provided that the relevant Premises, or in the case of an MDU, the relevant End User Tenancy, is already Connected) within 4 Business Days of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User or between the LFC and the Service Provider).

2.3 Any time period:

- (a) during which any Force Majeure Event prevents provisioning of a Layer 2 Service, Bandwidth upgrade, multicast service or RF Overlay service; or
- (b) during which the LFC is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to provision a Layer 2 Service, Bandwidth upgrade, multicast service or RF Overlay service; or
- (c) which reflects any minimum notice requirements or access constraints contained in any existing arrangements referred to in clause 12.2(b) of the General Terms and which contain the permissions or consents that are relied upon,

will be added to the periods specified in clauses 2.1(a) to (h) of this Appendix (inclusive) as applicable.

3 LAYER 1 SERVICE AVAILABILITY

3.1 Layer 1 Service Availability – Maximum Downtime:

The Service Levels set out in this clause 3 apply to the layer 1 fibre services that support the Bitstream Services. This is in addition to the other Service Levels in this Appendix that apply to the layer 2 fibre services.

The Layer 1 dark fibre service between the Premises, or in the case of an MDU, the relevant End User Tenancy, or NBAP terminations in a Candidate Area and the SC or LC termination or splice in the Service Provider co-location Footprint or requested point of delivery (including any intra-Candidate Area dark fibre backhaul) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level:

Maximum Downtime for each End User or each service connection provided to an NBAP in the Availability Period that is caused by a fault in the Layer 1 dark fibre service must be:

- (a) ≤ 48 hours (“Default Service Level”); or
- (b) ≤ 24 hours (“Enhanced Service Level 1”); or
- (c) ≤ 12 hours (“Enhanced Service Level 2”); or
- (d) ≤ 8 hours (“Enhanced Service Level 3”).

Definition:

Maximum Downtime for each End User in each Availability Period that is caused by a fault in the Layer 1 dark fibre service = the sum of the Downtime experienced by the End User in the Availability Period that is caused by a fault in the Layer 1 dark fibre service; excepting that where the Layer 1 dark fibre service is used to provide service to an NBAP, the Downtime and Maximum Downtime in relation to fibre service availability will not be measured in relation to End Users, but rather in relation to the length of time the Service Provider is without service at the NBAP due to a fault in the Layer 1 dark fibre service.

4 LAYER 2 SERVICE AVAILABILITY

4.1 Layer 2 Service Availability – Maximum Downtime

The Layer 2 Service, between the ONT port and the POI (including the Hand-over port, but excluding any Layer 1 Service) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Maximum Downtime for each End User or each service connection provided to an NBAP in each Availability Period that is caused by a fault in the Layer 2 Service must be:

- (a) ≤ 12 hours (excluding Downtime caused by an ONT failure,) (“Default Service Level”); or
- (b) ≤ 12 hours (including Downtime caused by an ONT failure,) (“Enhanced Service Level 1”); or
- (c) ≤ 8 hours (including Downtime caused by an ONT failure,) (“Enhanced Service Level 2”).

Definition:

Maximum Downtime for each End User in each Availability Period that is caused by a fault in the Layer 2 Service = the sum of the Downtime experienced by the End User in the Availability Period that is caused by a fault in the Layer 2 Service; excepting that where the Layer 2 Service is used to provide service to an NBAP, the Downtime and Maximum Downtime in relation to fibre service availability will not be measured in relation to End Users, but rather in relation to the length of time the Service Provider is without service at the NBAP due to a fault in the Layer 2 Service.

5 LAYER 2 – DISCONNECTIONS

5.1 Disconnections – Individual

Each disconnection of a Connection must be completed within one Business Day of receipt by the LFC of a properly completed order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User).

6 LAYER 2 TRAFFIC

6.1 Each End User’s traffic for P2P Bitstream Services must be delivered to the POI within the following Service Levels:

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
CIR	≤ 5 mS	≤ 1 mS	≤ 0.1%
EIR	n/a	n/a	≤ 2%

At least 99% of the frames within a five minute measurement interval must be within the above Service Levels, otherwise the service is to be considered unavailable for that 5 minute interval. The measurement methodology for this Service Level is to be developed and until such time as this is agreed between CFH and the LFC (and notified to the Service Provider) these Service Levels shall not apply.

6.2 Each End User’s traffic for GPON Bitstream Services must be delivered to the POI within the Service Levels set out in clauses 6.2 (a) and 6.2 (b) below:

- a) The first 100Mbps of upstream and downstream bandwidth (plus any bandwidth overhead allowance) included in any GPON Bitstream Service must be delivered within the following Service Levels:

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
CIR	≤ 5 mS	≤ 3 mS	≤ 0.1%
EIR	n/a	n/a	≤ 2%

At least 99% of the frames within a five minute measurement interval must be within the above Service Levels; otherwise the service is to be considered unavailable for that 5 minute interval. The measurement methodology for this Service Level is to be developed and until such time as this is agreed between CFH and the LFC (and notified to the Service Provider) these Service Levels cannot be reported on.

- b) upstream and downstream bandwidth > 100Mbps (plus any bandwidth overhead allowance) included in any GPON Bitstream Service must be delivered within the Service Levels that will be agreed between the LFC and CFH (and notified to the Service Provider), These Service Levels will be agreed once the TCF Ethernet working party (which is reviewing the proposed Service Levels) delivers its revised standard for this traffic and those standards are considered by the LFC and CFH. Until the clause 6.2 (b) Service Levels are agreed between CFH and the LFC (and notified to the Service Provider) these Service Levels cannot be reported on.

7 RSP ESTABLISHMENT SERVICE LEVELS

7.1 The on-boarding process for Service Providers is set out in Operations Manual. The LFC will establish Service Providers on the Network in accordance with the following Service Levels:

- c) Layer 1 RSP - The LFC will, on receipt of a request from an Service Provider, establish the Service Provider on the Network and enable the Service Provider to provide access to Layer 1 services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS readiness) within that number of business days following the LFC's receipt of a properly completed request from the Service Provider seeking such establishment that is specified in the Process for the items necessary for the establishment of the Service Provider.
- d) Layer 2 RSP - The LFC will, on receipt of a request from an Service Provider, establish the Service Provider on the Network and enable the Service Provider to provide access to Layer 2 services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS readiness) within that number of business days following the LFC's receipt of a properly completed request from the Service Provider seeking such establishment that is specified in the Process for the items necessary for the establishment of the Service Provider.

8 SERVICE LEVEL EXTENSIONS

8.1 Subject to clause 8.2 of this Appendix, the LFC Service Level response times set out in this Appendix 1 shall be extended in the following circumstances:

- (a) Satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the LFC's control;
- (b) Satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Service Provider, required to complete the service;
- (c) Acts or omissions of Service Providers that prevent the LFC from meeting a Service Level (unless the Service Provider has received the LFC's prior approval for such act or omission);
- (d) Acts or omissions of End Users that prevent the LFC from meeting a Service Level (unless the End User has received the LFC's prior approval for such act or omission);
- (e) Any period of extension agreed between the Service Provider and an End User or between the LFC and the Service Provider;
- (f) In relation to clause 1.3 of this Appendix, also in the following additional circumstances:
 - i. acts or omissions of MDU owner(s) that prevent the LFC from meeting the Service Level in clause 1.3 of this Appendix (unless the MDU owner(s) has received the LFC's prior approval for such act or omission); and
 - ii. any period of extension agreed with the relevant MDU owner(s) and/or End User; and

- (g) A Force Majeure Event prevents satisfaction of the Service Level, including, for the avoidance of doubt, any Force Majeure Event affecting a contractor or supplier of the LFC which, if it occurred in relation to the LFC, would have been a Force Majeure Event (as referenced in clause (g) of the definition of “Force Majeure” in this Agreement),

each a “Service Impairment”.

8.2 Any Service Level extension under clause 8.1 of this Appendix:

- (a) will be limited to the time that the Service Impairment continues to prevent or make illegal the LFC’s performance of the applicable Service Level; and
- (b) is subject to the LFC promptly taking all reasonable steps, in accordance with Best Industry Practice, to eliminate or avoid the Service Impairment and mitigate its effect; and
- (c) in relation to any Service Level extension under clause 8.1(a) to (f) of this Appendix only, will not be given to the extent the Service Impairment is caused or contributed to by the LFC or its contractors’ acts or omissions, the acts or omissions of any supplier of the LFC, or any person within the control or under the responsibility of the LFC.

APPENDIX 2: CORE SERVICE REBATES

The following table specifies the Service Rebates payable by the LFC.

Service Level (references are to clauses in Appendix 1)	Core Service Rebate
Fibre access provisioning Core Service Levels	
1.2(a) - Residential - Fibre Connections (Individual)	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete three-hour period that the Connection is late (capped at one month's rental).
1.2(b) – Business – Fibre Connections (Individual)	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete three-hour period that the Connection is late (capped at one month's rental).
1.2(c) – NBAP – Fibre Connections (Individual)	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete Business Day that the Connection is late (capped at one month's rental).
Layer 2 Service provisioning Core Service Levels	
2.1(a) – Residential – Layer 2 Ethernet services (Individual)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(b) – Business – Layer 2 Ethernet services (Individual)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(c) – NBAP – Layer 2 services (Individual)	10% of applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(d) – Bandwidth upgrade of Layer 2 services (Individual)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(e) - Multicast (Service Provider)	10% of the applicable monthly rental fee for the service per complete Business Day that the service is late (capped at one month's rental).
2.1(f) - Multicast (End User)	10% of the applicable monthly rental fee for the service per complete Business Day that the service is late (capped at one month's rental).
2.1(g) - RF Overlay (Service Provider)	10% of the applicable monthly rental fee for the service per complete day that the service is late (capped at one month's rental).

2.1(h) – RF Overlay (End User)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month’s rental).
Availability Core Service Levels	
3.1 - Layer 1 Service Availability (Maximum Downtime)	<p>Percentage of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete hour of Downtime over the Maximum Downtime:</p> <p>Default Service Level: 10% (capped at one month’s rental fee for Layer 1 and Layer 2 service(s))</p> <p>Enhanced Service Level 1: 15% (capped at two months’ rental fee for Layer 1 and Layer 2 service(s))</p> <p>Enhanced Service Level 2: 15% (capped at two months’ rental fee for Layer 1 and Layer 2 service(s))</p> <p>Enhanced Service Level 3: 15% (capped at three months’ rental fee for Layer 1 and Layer 2 service(s))</p>
4.1 - Layer 2 Service Availability (Maximum Downtime)	<p>Percentage of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete hour of Downtime over the Maximum Downtime:</p> <p>Default Service Level: 10% (capped at one month’s rental fee for Layer 1 and Layer 2 service(s))</p> <p>Enhanced Service Level 1: 15% (capped at two months’ rental fee for Layer 1 and Layer 2 service(s))</p> <p>Enhanced Service Level 2: 15% (capped at two months’ rental fee for Layer 1 and Layer 2 service(s))</p>
Disconnection Service Level	
5.1 – Layer 2 Disconnections (Individual)	10% of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete three-hour period that the disconnection is late (capped at one month’s rental).
RSP Establishment	
7.1(a) – Layer 1 RSP	<p>\$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and;</p> <p>\$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).</p>
7.1(b) – Layer 2 RSP	<p>\$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and;</p> <p>\$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).</p>

First MDU Order	
1.3(c) – First MDU Connection	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete three-hour period that the service is late (capped at one month’s rental).

APPENDIX 3: ANCILLARY SERVICE LEVELS

Provision of Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	New Connection Change Plan Relinquishment Handover Connection	Service Request acknowledgement	The LFC will acknowledge receipt of each Service Request	Provide acknowledgment of receipt of each Service Request to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99% (per relevant Core Bitstream Transaction Service)	
2.	New Connection Change Plan Relinquishment Handover Connection	Notification of rejection	The LFC will reject invalid Service Requests by returning the appropriate code to the Service Provider	Provide notification of the rejection to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	90% (per relevant Core Bitstream Transaction Service)	This Service Level will not apply where prequalification for a Service Request requires an action to be undertaken manually.
3.	New Connection Change Plan Relinquishment	Notification of expected Service Start Date	The LFC will notify the Service Provider of expected Service Start Date of the Service Request	Provide notification of the expected Service Start Date to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90% (per relevant Core Bitstream Transaction Service)	This Service Level will not apply where a Service Request is a Waiter

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
4.	Handover Connection	Notification of expected Service Start Date	The LFC will notify Service Provider of expected Service Start Date of the Service Request or confirmation of when the LFC will provide notification of expected Service Start Date	Provide notification of the expected Service Start Date, or provide confirmation of when the LFC will be in a position to provide notification of the expected Service Start Date, to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90% (per relevant Core Bitstream Transaction Service)	
5.	New Connection Change Plan Relinquishment Handover Connection	Service Request is completed right first time	The LFC will complete the Service Request without fault	No faults in work carried out to provision the Service Request to occur within 5 Business Days of confirmation by the LFC of completion	90% (per relevant Core Bitstream Transaction Service)	The fault must be a fault: (a) for which the LFC is responsible; and (b) that has been reported to the LFC within 5 Business Days of confirmation by the LFC of completion of the Service Request; and (c) that is found and required to be fixed (it is not a “No Fault Found”)

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
6.	Relinquishment Handover Connection	Meet notified expected Service Start Date	The LFC will complete the Service Request by the notified expected Service Start Date	Complete the Service Request by the notified expected Service Start Date	90%	Where the LFC extends a previously notified Service Start Date (other than as a result of a Service Provider's or a Service Provider's Customer's request to do so), this is considered a failure of this Service Level
7.	New Connection Change Plan Relinquishment Handover Connection	Change to Service Start Date	The LFC will provide confirmation of Service Start Date change where change requested by the Service Provider or End User	Provide confirmation of the change of Service Start Date to the Service Provider within 4 Consecutive Business Hours of receipt of the request to change an existing Service Request (provided that the request is received at least 1 Business Day prior to the notified Service Start Date)	90% (per relevant Core Bitstream Transaction Service)	
8.	New Connection Change Plan Relinquishment Handover Connection	Change to Service Start Date	The LFC will provide notification of Service Start Date change where Service Start Date is delayed for any reason other than where requested by the Service Provider or End User	Provide notification of the change of Service Start Date to the Service Provider within 4 Consecutive Business Hours of becoming aware of a delay in installation (other than cases where the delay is requested by the Service Provider or End User).	90% (per relevant Core Bitstream Transaction Service)	This change does not extend the lead time for the purpose of calculating installation service level.

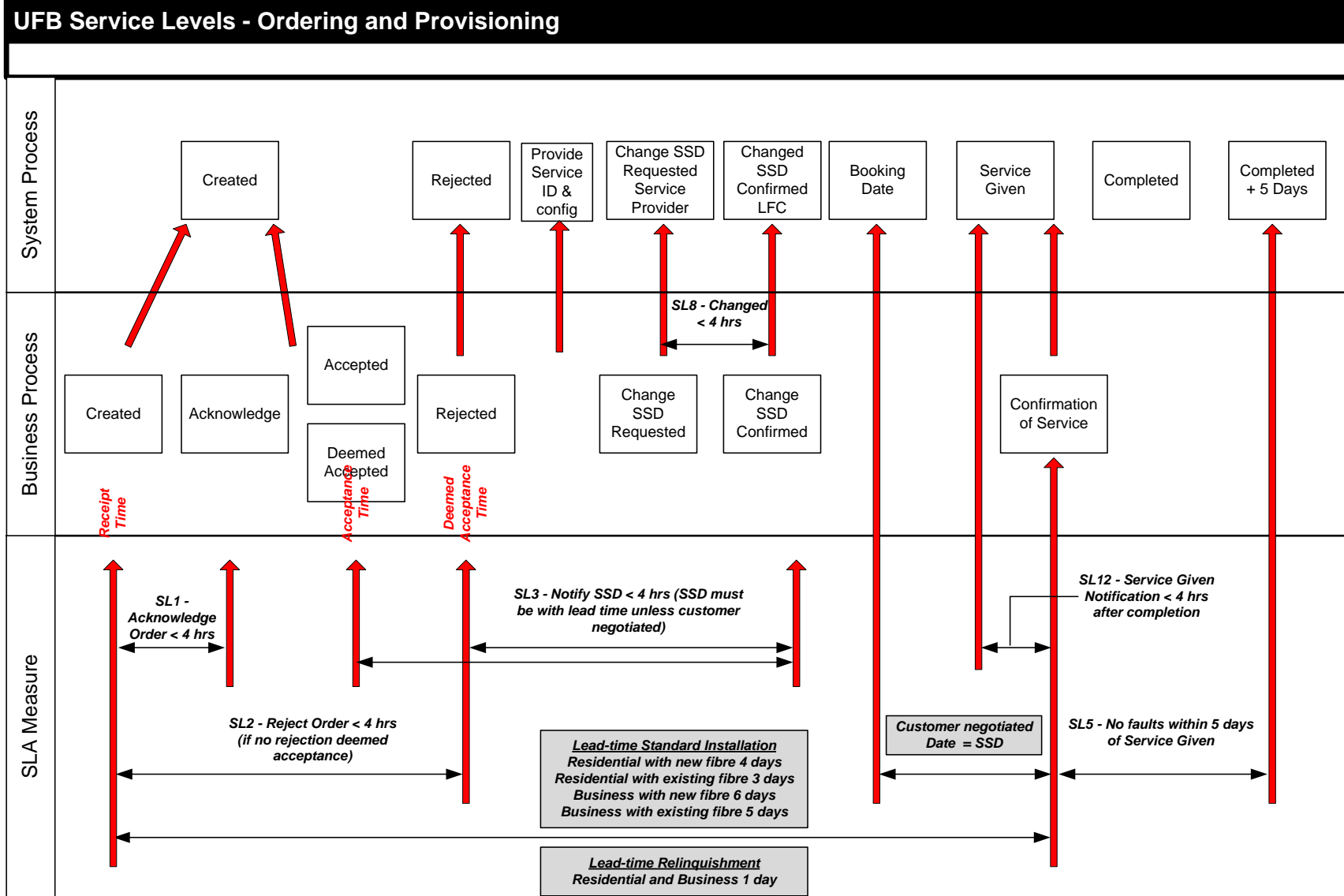
Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
9.	New Connection Service Request	Pre-qualification Acknowledgement	The LFC will acknowledge receipt of Pre-qualification order	Complete the acknowledgement of receipt within 4 Consecutive Business Hours following the receipt of the Pre-qualification Order	90%	
10.	New Connection Order Relinquishment	Pre-qualification order Completion	The LFC will complete the Automated Pre-qualification Order and return the appropriate information	Complete the authorised and unauthorised Automated Pre-qualification order and return the appropriate information to the Service Provider within 4 Consecutive Business Hours following receipt of the Order	90%	
11.	Manual Pre-qualification Site Investigation	Pre-qualification order Completion	The LFC will complete the Manual Pre-qualification Order and return the appropriate information	Complete the Manual Pre-qualification order and return the appropriate information to the Service Provider within: 6 Business Days following receipt of the pre-qualification order	90%	
12.	New Connection Change Plan Relinquishment Handover Connection	Confirmation of completion	The LFC will provide the Service Provider with confirmation of completion of the Service Request	Provide confirmation of completion of the Service Request to the Service Provider within 4 Consecutive Business Hours after the Service Request has been completed	90% (per relevant Core Bitstream Transaction Service)	

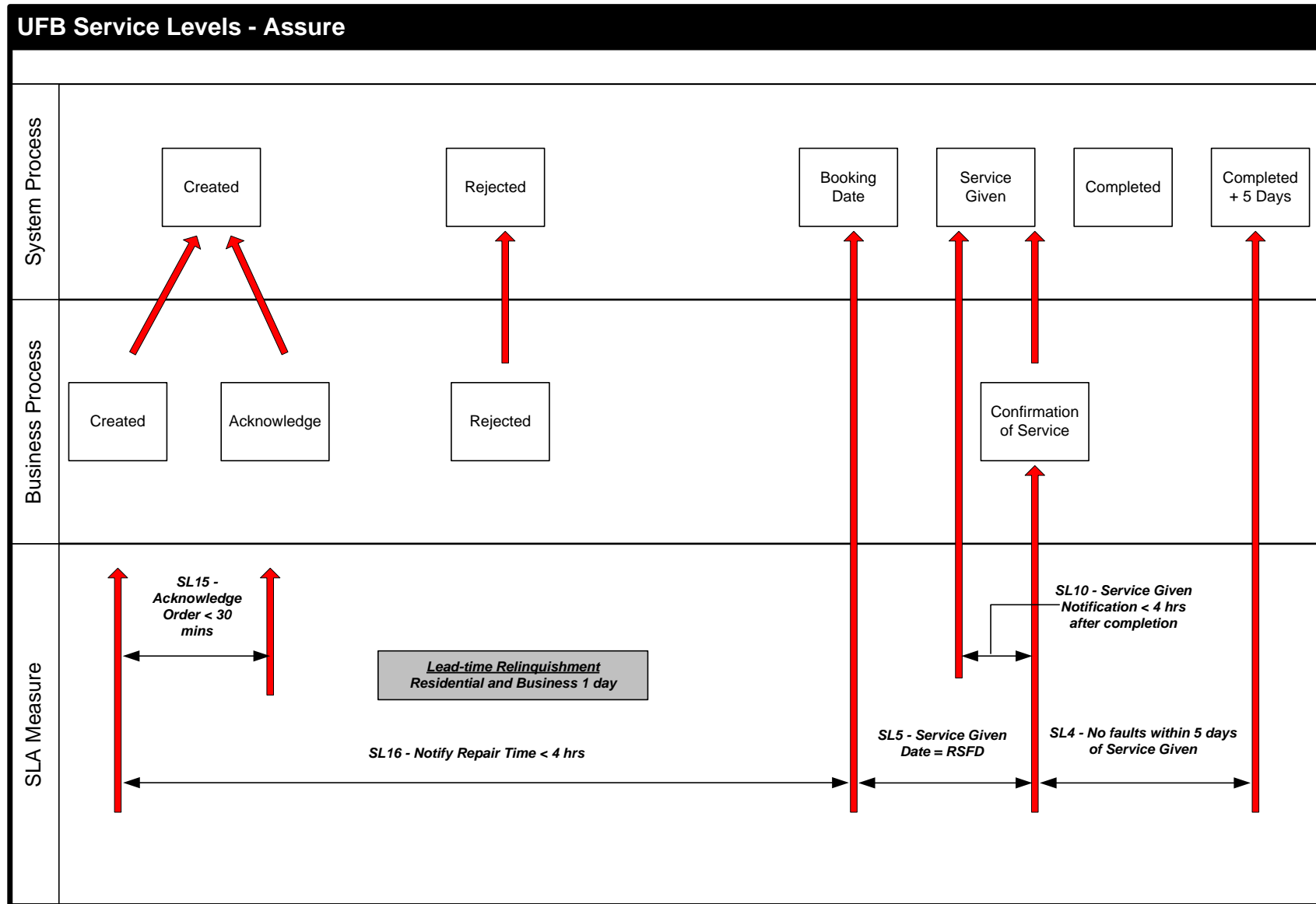
Fault Management for Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
13.	Bitstream Service	Notification of Planned Outages	The LFC will advise of Planned Outages	Advise at least 5 Business Days before Planned Outage occurs	90%	The LFC will use all reasonable endeavours to schedule Planned Outages between the hours of 11:00pm and 6:00am
14.	Bitstream Service	Notification of Unplanned Outages	The LFC will advise of Unplanned Outages	Advise within 2 hours, on a 24 x 7 basis, of the LFC discovering or receiving notification of the Unplanned Outage occurs	90%	
15.	Bitstream Service	Fault report receipt acknowledgement	The LFC will acknowledge receipt of each fault report	Provide fault report receipt acknowledgement within 30 minutes of the fault being reported	90%	This Service level does not apply where an invalid fault report has been submitted.
16.	Bitstream Service	Notification of expected restoration time	The LFC will provide notification of the expected restoration time ¹	Provide notification of the expected restoration time (having regard to any applicable enhanced Service Levels) within 4 hours of the fault being reported	90%	Unless otherwise agreed between the LFC and the Service Provider, where a fault relating to the technical service specifications is reported, the LFC will provide notification of the expected restoration time within 8 hours of the fault being reported

¹ The expected restoration time will be provided in accordance with the LFC’s fault prioritisation systems.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
17.	Bitstream Service	Meet notified expected restoration time	The LFC will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	
18.	Bitstream Service	Notification of completion of service restoration.	The LFC will confirm the completion of service restoration.	Provide confirmation of the completion of service restoration within 4 hours of the fault being resolved.	95%	
19.	New Connection Aged Tenancy Order	Meet notified expected Service Start Date	The LFC will use reasonable endeavours to complete the Service Request by the notified expected Service Start Date	Complete the Service Request within 30 Business Days (or such later date agreed between the Service Provider and relevant End User) of receipt of the Service Provider's request.	95%	Where the LFC extends a previously notified Service Start Date (other than as a result of an MDU owner, or a Service Provider's or a Service Provider's Customer's request to do so), this is considered a failure of this Service Level.





APPENDIX 4: OPERATIONS MANUAL PROVISIONS

Clause reference	Summary of provision (see Operations Manual for operative clause)
2.2 People and contact details – Service level contact	Immediately following issue of first service request must provide a contact (Service Level reports will be sent to this contact – required by clause 2.2).
6.8 Variations in forecast volume distribution	If a Forecasting Report does not specify a weekly or daily Forecast Service Request volume for any Forecast Coverage Area, Forecast Service Requests for that Forecast Coverage Area will be deemed to be evenly spread across the applicable Service Request Month for the purpose of determining service level performance.
6.12 Consequences of failure to forecast	Where the Service Provider fails to submit the required Forecasts, the LFC will deem the forecast to equal the level of Service Orders from the previous month and the LFC will be obliged to meet the applicable Service Levels for that volume of orders.
6.14 Accuracy of forecasting	If the volume of Service Requests for a Forecast Coverage Area actually made by the Service Provider exceeds the limits in 6.13.1 and/or 6.13.2 in the relevant Service Request Month or Business Day (as applicable), then the LFC will make reasonable endeavours to complete the additional Service Requests but the Service Levels will only apply to the volume of Service Requests that fall below the limits set in 6.13.1 and/or 6.13.2 (whether that limit be calculated based on volumes as actually set out in the last Forecasting Report or deemed in accordance with clauses 6.11 or 6.12).
6.18 Bulk Service Request Forecasts	Bulk Service Requests are treated as Service Provider negotiated dates with respect to the provisioning of Service Levels.
9.3 Business Hours	Service Requests will only be processed by the LFC during Business Hours except where explicitly required by the Service Level Terms.
9.4 Business Hours	All Service Requests entered into OSS/BSS by Service Providers outside of Business Hours on any Business Day will be deemed to have been received in the first Business Hour on the next Business Day and Service Levels will be calculated accordingly.
9.10.3 Service Start Date	Where there are infrastructure capacity constraints, advise the Service Provider the Service Order is a 'waiter' and provide an approximate Service Start Date. When infrastructure becomes available the Service Provider will be advised of an expected Service Start Date. The existence of an infrastructure constraint does not affect the operation of the Service Levels as set out in the Service Level Terms.

Clause reference	Summary of provision (see Operations Manual for operative clause)
9.11 Service Start Date	If the Service Start Date agreed between the LFC and the Service Provider is outside the standard lead-time applicable to the type of Service Order involved, this does not constitute a failure to meet the standard lead-time Service Levels. Completion of the Service Request by the LFC on the Service Start Date agreed between the LFC and the Service Provider will not constitute a failure to meet the Service Level for meeting the expected Service Start Date in the Service Level Terms.
9.13 Service Start Date	Where the LFC becomes aware that it will be unable to meet the expected Service Start Date notified under clause 9.9, the LFC will advise the Service Provider of a revised expected Service Start Date. In that situation the provisioning Service Level in the Service Level Terms will continue to be measured against the original notified expected Service Start Date, rather than being measured against the revised notified expected Service Start Date.
9.16.2 Updating Service Requests and Service Orders	A Service Provider can change an existing Service Request or Service Order (in accordance with the Ops Manual). Where they do so, all of the relevant Service Levels for that Service Order, as defined in the Service Level Terms, will be restarted and measured as from the revised Service Start Date.
11.7 Reporting faults	Subject to clause 11.8 (where OSS/BSS is unavailable) the Service Provider must use OSS/BSS for reporting all faults regarding the Bitstream Service. If the Service Provider uses any other method to report a fault, the Service Levels as defined in the Service Level Terms will not apply to that fault.
11.10 Reporting Faults	Clause 11.9 requires the Service provider to provide certain information. Clause 11.10 states that where that information is not provided, the Service Level Terms will not apply.
11.15 Hours of Operation	Faults can be logged 24 hours a day, seven days a week.
11.19 Fault Tracking	Where the LFC has allocated an expected fault restoration time to a fault and it subsequently becomes apparent that the fault restoration time cannot be met, the LFC will advise the Service Provider of a revised fault restoration time. In that situation the Service Levels in the Service Level Terms will continue to apply to the originally notified expected restoration time, rather than the revised fault restoration time.
19.2 Building Blocks	Building Blocks include enhanced assurance Service Levels for layer one services either SLA 1, SLA 2 or SLA 3 and Enhanced assurance Service Levels for layer two services either SLA 1 or SLA 2.
24.1 Diversity	Service Levels relating to installation and provisioning do not apply to diversity products and each instance is treated as an individual line for the purpose of availability Service Levels.

Clause reference	Summary of provision (see Operations Manual for operative clause)
24.11.4 Single Central Office redundancy with diverse route	Each fibre access service will have assure Service Levels. Enhanced Service Levels may be offered and charged for at the rate in the Price List.
24.13.4 Single Central Office redundancy with diverse route and diverse access to End User Premises or MDU or NBAP (as applicable)	Each fibre access service will have assure Service Levels. Enhanced Service Levels may be offered and charged for at the rate in the Price List.
24.15.5 Single Central Office redundancy with diverse route, diverse access to End User Premises or MDU or NBAP (as applicable) and diverse access to Central Office	Each fibre access service will have assure Service Levels. Enhanced Service Level Terms s may be offered and charged for at the rate in the Price List.
24.17.6 Dual Central Office redundancy with diverse route, diverse access to End User Premises or MDU or NBAP (as applicable) and access to a separate Central Office	Each fibre access service will have assure Service Levels. Enhanced Service Level Terms may be offered and charged for at the rate in the Price List.
25.2.3 Billing	An eBill must contain information about any Core Service Rebates.
26.1 Service Provider On Boarding	Each task within the on-boarding plan has appropriate service levels.
26.6 Service Provider On boarding - Commercial	The Service Provider must provide all information required in a timely manner as any delay will extend the service level time. This information includes details of insurance, credit guarantee and contact information for the WSA.
26.27 Service Provider On Boarding – Testing	If a UFB Handover Connection Service has been requested, once it is installed and the Service Provider has all their equipment installed and available for testing. The LFC will undertake a series of end to end layer 2 testing scenarios with the Service Provider. The service level assumes all test milestones passed on first attempt with no remedial work required.

Clause reference	Summary of provision (see Operations Manual for operative clause)
<p>30.1 Premises Lead-in Fibre Installation</p>	<p>The limits of the Standard Installation are described in the Operations Manual. Additional work required to provide a Connection may be carried out at same time for an additional charge and that work will not be subject to the Service Levels.</p>