



Northpower Fibre UFB Services Agreement
Service Level Terms for Fibre Interconnection Services

1. INTERPRETATION

1.1 References to clauses or sections are references to clauses or sections 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 Fibre Access Services.

1.3 Definitions

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

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

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 Fibre Access Transaction Service includes a Fibre Interconnection New Installation Order and a Fibre Interconnection Relinquishment;

Core Service Level means a Service Level included in Appendix 1 of these Service Level Terms;

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 and Appendix 2;

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

Service Level Commencement Date means the date that the LFC’s first network stage is accepted by the LFC (as notified to the Service Provider by the LFC); and

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

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 Direct Fibre Interconnection 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, where expressly stated in the General Terms or these Service Level Terms. Further extensions, limitations or exclusions to the LFC's liability in respect of specific Service Levels are set out in Appendix 1 and Appendix 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 Operation 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 after 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 on-going 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 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:

- (a) Fibre Patching Service Connections Service Level (specified in clause 1.2(a) of Appendix 1 of these Service Level Terms);
- (b) Inter-CO Fibre Service Connections Service Level (specified in clause 1.2(b) of Appendix 1 of these Service Level Terms); and
- (c) Service Availability – Maximum Downtime Service Level (specified in clause 2.1 of Appendix 1 of these Service Level Terms).

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 FIBRE INTERCONNECTION PROVISIONING SERVICE LEVELS

1.1 The Service Levels set out in this clause 1 do not apply to Premises which are not Passed by Communal Infrastructure.

1.2 Subject to clause 1.3 of this Appendix, the LFC will complete the installation of Connections as follows:

(a) Fibre Patching Service installation:

Each installation of a Fibre Patching Service must be completed within six Business Days following receipt of all necessary permissions and consents required by Law (or such later date as agreed between the Service Provider and the relevant End User). Applications by the LFC for permissions and consents are to be completed within two Business Days of receipt by the LFC of a properly completed order from the Service Provider.

(b) Inter-CO Fibre Service installation:

Each installation of an Inter-CO Fibre Service must be completed within six Business Days following receipt of all necessary permissions and consents required by Law (or such later date as agreed between the Service Provider and the relevant End User). Applications by the LFC for permissions and consents are to be completed within five Business Days of receipt by the LFC of a properly completed order from the Service Provider.

1.3 Any time period during which:

(a) any Force Majeure Event prevents installation of a Fibre Patching Service or an Inter-CO Fibre Service or prevents restoration of Fibre Patching Service or an Inter-CO Fibre Service which is subject to Downtime; or

(b) 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 Fibre Patching Service or an Inter-CO Fibre Service or restore a Fibre Patching Service or an Inter-CO Fibre Service which is subject to Downtime,

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

2 SERVICE AVAILABILITY

2.1 Service Availability – Maximum Downtime:

The Fibre Interconnection Service must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level:

Maximum Downtime for each Fibre Interconnection Service in the Availability Period that is caused by a fault in the Fibre Interconnection Service must be:

(a) ≤ 48 hours (“Default Service Level”);

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

Definition:

Maximum Downtime for each Fibre Interconnection Service in each Availability Period that is caused by a fault in the Fibre Interconnection Service = the sum of the Downtime experienced in respect of each Fibre Interconnection Service in the Availability Period that is caused by a fault in the Fibre Interconnection Service.

3 SERVICE LEVEL EXTENSIONS

3.1 Subject to clause 3.2, 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 relevant End User and the Service Provider; and
- (f) 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**.

3.2 Any Service Level extension under clause 3.1:

- (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;
- (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 3.1(a) to (e) 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) - Fibre Patching Service installation	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete three-hour period that the installation of the Fibre Patching Service is late (capped at one month's rental).
1.2(b) – Inter-CO Fibre Service installation	10% of the applicable monthly rental fee for the relevant service(s) (specified in the order) per complete three-hour period that the installation of the Inter-CO Fibre Service is late (capped at one month's rental).
Availability Service Levels	
2.1 - Fibre Interconnection Service Availability (Maximum Downtime)	<p>Percentage of the applicable monthly rental fee for the applicable Fibre Interconnection Service and any service(s) provided over the applicable Fibre Interconnection Service per complete hour of Downtime over the Maximum Downtime:</p> <p>Default Service Level: 10% (capped at one month's rental fee for the applicable Fibre Interconnection Service)</p> <p>Enhanced Service Level 1: 15% (capped at two months' rental fee for the applicable Fibre Interconnection Service)</p> <p>Enhanced Service Level 2: 15% (capped at two months' rental fee for the applicable Fibre Interconnection Service)</p> <p>Enhanced Service Level 3: 15% (capped at three months' rental fee for the applicable Fibre Interconnection Service)</p>

APPENDIX 3: ANCILLARY SERVICE LEVELS

Provision of Fibre Interconnection Services

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	Fibre Interconnection New Installation Service Request Fibre Interconnection Relinquishment	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 Fibre Interconnection Transaction Service)	
2.	Fibre Interconnection New Installation Order Fibre Interconnection Relinquishment	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 Fibre Interconnection Transaction Service)	
3.	Fibre Interconnection Relinquishment Fibre Interconnection New Installation Service Request	Notification of expected Service Start Date (or, for Fibre Interconnection Relinquishment, expected relinquishment date)	The LFC will notify the Service Provider of expected Service Start Date of the Service Request (or, for Fibre Interconnection Relinquishment, expected relinquishment date)	Provide notification of the expected Service Start Date (or, for Fibre Interconnection Relinquishment, expected relinquishment date) to the Service Provider within 6 Consecutive Business Hours of the Deemed Acceptance Time	90% (per relevant Core Fibre Interconnection Transaction Service)	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
4.	Fibre Interconnection New Installation Service Request Fibre Interconnection Relinquishment Service Request	Order is completed right first time	The LFC will complete the Order without fault	No faults in work carried out to complete the Service Request to occur within 5 Business Days after confirmation by the LFC of completion	90% (per relevant Core Fibre Interconnection Transaction Service)	A "fault" under this Service Level must be a fault: (a) for which the LFC is responsible; (b) that has been reported to the LFC within 5 Business Days of confirmation by the LFC of completion of the Order; and (c) that is found and required to be fixed (ie it is not a "no fault found")
5.	Fibre Interconnection Relinquishment	Meet expected Service Start Date	The LFC will complete the Service Request by the notified expected Service relinquishment 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
6.	Fibre Interconnection New Installation Service Request Fibre Interconnection Relinquishment	Change to Service Start Date (or, for Fibre Interconnection Relinquishment, change to relinquishment date)	The LFC will provide confirmation of Service Start Date change (or, for Fibre Interconnection Relinquishment, relinquishment date change) where change requested by the Service Provider or End User	Provide confirmation of the change of Service Start Date (or, for Fibre Interconnection Relinquishment, the change of relinquishment date) to the Service Provider within 6 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 or relinquishment date (as applicable))	90% (per relevant Core Fibre Interconnection Transaction Service)	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
7.	Fibre Interconnection New Installation Service Request Fibre Interconnection Relinquishment	Change to Service Start Date (or, for Fibre Interconnection Relinquishment, change to relinquishment date)	The LFC will provide notification of Service Start Date change (or, for Fibre Interconnection Relinquishment, relinquishment date change) where Service Start Date or relinquishment date (as applicable) 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 (or, for Fibre Interconnection Relinquishment, the change of relinquishment date) to the Service Provider within 6 Consecutive Business Hours of becoming aware of a delay in installation or relinquishment (as applicable) (other than cases where the delay is requested by the Service Provider or End User)	90% (per relevant Core Fibre Interconnection Transaction Service)	This change does not extend to the lead time for the purpose of calculating installation service level.
8.	Fibre Interconnection New Installation 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 order	90%	
9.	Fibre Interconnection New Installation Order Fibre Interconnection 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%	
10.	Fibre Interconnection Special Manual Pre-qualification Investigation Fibre Interconnection Site Investigation	Pre-qualification order completion	The LFC will complete the Special Manual Pre-qualification Investigation order and return the appropriate information	Complete the Special Manual Pre-qualification Investigation order and return the appropriate information to the Service Provider within: 6 Business Days following receipt of the pre-qualification order	90%	
11.	Fibre Interconnection New Installation Service Request Fibre Interconnection Relinquishment	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 Fibre Interconnection Transaction	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
					Service)	
12.	Fibre Interconnection 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 its all reasonable endeavours to schedule Planned Outages ¹ between the hours of 11:00pm and 6:00am
13.	Fibre Interconnection 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 occurring	90%	

¹ Planned outages are included in Downtime calculation.

Fault Management for Fibre Interconnection Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
14.	Fibre Interconnection Service	Fault report receipt acknowledgement	The LFC will acknowledge receipt of each fault report	Provide fault report receipt acknowledgement within half a Fault Restoration Hour of the fault being reported ²	90%	This Service level does not apply where an invalid fault report has been submitted
15.	Fibre Interconnection Service	Notification of expected restoration time	The LFC will provide notification of the expected restoration time ³	Provide notification of the expected restoration time (having regard to any applicable Enhanced Service Levels) within 8 Fault Restoration Hours of the fault being reported	90%	
16.	Fibre Interconnection 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%	
17.	Fibre Interconnection 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 Fault Restoration Hours of the fault being resolved.	95%	

² If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received from 7.00am the following day.

³ The expected restoration time will be provided in accordance with the LFC's fault prioritisation systems.

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).
6.9 Bulk Service Request Forecasts	Bulk Service Requests are treated as Service Provider negotiated terms with respect to the provisioning of Service Levels.
6.14 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.
6.16 Variations in forecast volume distribution	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.
6.23 Accuracy of forecasting	If the volume of Service Requests for a Forecast Coverage Area actually made by the Service Provider exceeds the thresholds in 6.21 and/or 6.22 in the relevant Service Request Month or Business Day (as applicable), then the LFC will make reasonable endeavours to complete the Service Requests but the Service Levels will only apply to the volume of Service Requests that fall below the thresholds set in 6.21 and/or 6.22 (whether that threshold be calculated based on volumes as actually set out in the last Forecasting Report or deemed in accordance with clause 6.19).
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 (other than in relation to faults) 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.
9.9.3 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. The existence of an infrastructure constraint does not affect the operation of the Service Levels as set out in the Service Level Terms. When infrastructure becomes available the Service Provider will be advised of an expected Service Start Date.
9.10 Service Start Date	If the Service Start Date agreed between the LFC and the Service Provider in clause 9.9 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.

Clause reference	Summary of provision (see Operations Manual for operative clause)
9.12 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 Service Levels in the Service Level Terms will continue to apply to the original notified expected Service Start Date, rather than the revised expected Service Start Date.
9.15.2 Updating Service Requests and Service Orders	A Service Provider can change an existing Service Request or Service Order (in accordance with the Operations 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.
11.4 Reporting faults	Subject to clause 11.5 (where OSS/BSS is unavailable) the Service Provider must use OSS/BSS for reporting all faults regarding the Fibre Interconnection 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.
11.7 Reporting Faults	Clause 11.6 requires the Service provider to provide certain information. Clause 11.7 states that where that information is not provided, the Service Level Terms will not apply.
11.9 Hours of Operation	Faults that are the LFC's responsibility will be fixed by the LFC representatives during Fault Restoration Hours. If a fault is logged outside of those hours, it is possible the LFC will only start working on the fault as from 7.00am the following day. Extended Fault Restoration Hours apply for enhanced service levels and emergency faults.
11.13 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.
14.1 Diversity Via Additional Service Instances	Service Level Terms do not apply to the provision of diversity products and each instance is treated as an individual Connection for the purpose of availability Service Levels.
15.2.3 Billing	An ebill must contain information about any Core Service Rebates.
16.2 Service Provider on boarding	Each task within the on-boarding plan has appropriate service levels.
16.4 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.
16.19 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.