



Northpower Fibre UFB Services Agreement  
Passive Optical Network Fibre Access Service (Layer 1)  
Service Level Terms for PONFAS Services 1.0

## 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 PONAS Services.
- 1.3 **Definitions**

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

**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 PONFAS New Connection Order, and a PONFAS 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);

**PONFAS Service** means a point to multi point Layer 1 service between a Central Office OFDF to an ITP within an End user premise.

**Service Level Default** means a failure by the LFC to meet either a Core Service Scope

- 1.4 These Service Level Terms:
  - (a) set out the quality and performance of the Core Service Level commitments, and targets of the LFC to the Service Provider for the delivery of the PON Fibre Access Services; and
  - (b) provide for a rebate mechanism where the LFC fails to meet its Core Service Levels.
- 1.5 These Service Level Terms may be changed in accordance with the change mechanism set out in the General Terms.

## 2. SERVICE LEVELS

- 2.1 The LFC will meet or exceed the Core Service Levels in accordance with these Service Level Terms

- 2.2 The Service Levels will apply from the appropriate Service Level Commencement Date for the area.
- 2.3 The LFC must begin measuring and reporting its performance against the Service Levels from the commencement date for the area.
- 2.4 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.

### **3. EXTENSIONS AND EXCLUSIONS**

- 3.1 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 2.
- 3.2 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.
- 3.3 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.

### **4. SERVICE PROVIDER FORECASTS**

- 4.1 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

### **5. REPORTING ON SERVICE LEVELS**

- 5.1 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.

### **6. REPORTING ON SERVICE LEVEL DEFAULTS**

- 6.1 In the event of any Service Level Default, 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.
- 6.2 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.

## 7. CORE SERVICE REBATES

7.1 Subject to clause 4 and clause 7.2, 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.

7.2 Notwithstanding clause 7.1:

- (a) the LFC will be liable to pay Core Service Rebates for a failure to meet the following Service Levels only:

- (i) Feeder Fibre Splitter – Connection of an Equivalence of Input Feeder Fibre Splitter service Level (specified in clause 1.2(a) of Appendix 1 of this Service Level Terms); and
- (ii) Distribution Fibre Connections Service Level (specified in clause 1.2(b) of Appendix 1 of these Service Level Terms); and

7.3 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.

## 8. RECONCILIATION OF CORE SERVICE REBATES

8.1 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 7.1 during the Relevant Month, detailed by Core Service Level and the relevant Service Request(s).

## APPENDIX 1: CORE SERVICE LEVELS

### 1 PON FIBRE ACCESS 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) PONFAS Feeder Fibre and splitter Section Connection:

Each Feeder Fibre and Splitter section must be completed within 15 Business days following receipt of all necessary permissions and consents required by Law. Or on the date and during the time window (am/pm) accepted by the service Provider or the relevant End User or MDU owner (or their agent). This covers from the OFDF at the Central office to the FFP. In some cases, there may be a second FFP and splitter in the architecture that will be included.

(b) PONFAS Distribution FFP to ITP Section

Each Distribution Residential Connection must be completed within 15 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). Except in relation to permissions or consents the Service Provider is obliged to obtain under clause 12.3 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 a properly completed order from the Service Provider.

(c) The Distribution section can only be completed when there is a PONFAS Feeder and splitter section installed and completed first that feed that End user distribution network. The Distribution section SLA clock will start once the feeder section is completed or when the subsequent distribution order is received from the retailer.

1.3 The LFC will:

(a) complete the installation of Fibre Connections in an MDU; and

(b) install the MDU Common Infrastructure (if any) in an MDU, and

(c) install any PONFAS Feeder First MDU Order into the MDU common infrastructure (if applicable).

in accordance with the MDU Connection Process and the following provisioning Service Levels unless the installation is to a Premises constructed as an MDU to be provided a Fibre Connection as an SDU:

(d) Provisioning Service Level where the PONFAS Service is the First MDU Order

(i) The LFC will, on receipt of the First MDU Order commence the MDU Connection Prerequisite Steps.

(ii) Upon the LFC's completion of the MDU Connection Pre-requisite Steps, the LFC will:

(A) install the PONFAS Feeder Service which is the First MDU Order in the MDU; and

(B) install the MDU Common Infrastructure (if any).

within 20 Business Days (or such later date as agreed between the Service Provider and/or the MDU owner(s) and/or the End User (as applicable) and requested of the LFC (First MDU Connection Date).

(e) Provisioning Service Level for any subsequent PONFAS Services in an MDU

(i) From an MDU's First MDU Connection Date, the provisioning Service Levels set out in clause 1.1 of this Appendix apply in respect of any properly completed order for a PONFAS Service from a Service Provider in relation to that MDU (other than the First MDU Order) (a Subsequent MDU Order):

(ii) For the purposes of measuring Service Levels for Subsequent MDU Orders the only relevant permissions and consents to be obtained by the LFC under clauses 1.1 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).

1.4 Any time period during which:

- (a) any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection 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 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) and, 1.2(c) of this Appendix, as applicable.

## 2 LAYER 1 SERVICE AVAILABILITY

2.1 Layer 1 Service Availability – Maximum Downtime:

The PONFAS fibre service between the ITP at the End User Premise and OFDF at the Central must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level:

Maximum Downtime for each End User in the Availability Period that is caused by a fault in the Layer 1 PONFAS 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 End User in each Availability Period that is caused by a fault in the PONFAS 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 PONFAS 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 with the relevant End User; 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
<b>PONFAS provisioning Core Service Levels</b>	
1.2(a) - Feeder - Fibre Connections (Individual)	10% of the applicable monthly rental for the relevant service(s) (specified in the order) per complete three-hour period that the Connection is late (capped at the one month's rental).
1.2(b) Distribution- 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(c) Distribution – Business – 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).
<b>Availability Service Levels</b>	
2.1 - Layer 1 Service Availability for Unbundled Service (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 services)</p> <p>Enhanced Service Level 1: 15% (capped at two months' rental fee for Layer 1 services)</p> <p>Enhanced Service Level 2: 15% (capped at two months' rental fee for Layer 1 services)</p> <p>Enhanced Service Level 3: 15% (capped at three months' rental fee for Layer 1 services)</p>

### APPENDIX 3: ANCILLARY SERVICE LEVELS

#### Provision of PONFAS Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	PONFAS New Connection Service Request PONFAS 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 PONFAS Service)	
2.	PONFAS New Connection Order PONFAS 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 PONFAS Service)	
3.	PONFAS Relinquishment PONFAS New Connection Service Request	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 6 Consecutive Business days of the Deemed Acceptance Time	90% (per relevant Core PONFAS Service)	
4.	PONFAS New Connection Service Request POFAS 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 PONFAS 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")

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
5.	PONFAS Relinquishment	Meet 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
6.	PONFAS New Connection Service Request PONFAS Relinquishment	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 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)	90% (per relevant Core PONFAS Transaction Service)	
7.	PONFAS New Connection Service Request PONFAS Relinquishment	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 6 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 PONFAS Transaction Service)	This change does not extend to the lead time for the purpose of calculating installation service level.
8.	PONFAS 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 order	90%	
9.	PONFAS New Connection Order PONFAS 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	90%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
				Consecutive Business Hours following receipt of the order		
10.	PONFAS Special Manual Pre-qualification Investigation PONFAS 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.	PONFAS New Connection Service Request PONFAS 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 PONFAS Transaction Service)	
12.	PONFAS 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 <sup>1</sup> between the hours of 11:00pm and 6:00am
13.	PONFAS 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%	

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<sup>1</sup> Planned outages are included in Downtime calculation.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
14.	PONFAS 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.
15.	PONFAS Service	Notification of expected restoration time	The LFC will provide notification of the expected restoration time <sup>1</sup>	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 4 hours of the fault being reported
16.	PONFAS 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.	PONFAS 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	90%	

### APPENDIX 3: OPERATIONS MANUAL PROVISIONS

Clause reference	Summary of provision (see Operations Manual for operative clause)
<b>2.2</b> 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).
<b>6.6</b> Bulk Service Request Forecasts	Bulk Service Requests are treated as Service Provider negotiated terms with respect to the provisioning of Service Levels.
<b>6.12</b> 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.
<b>6.14</b> 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.
<b>6.15</b> 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).
<b>9.3</b> Business Hours	Service Requests will only be processed by the LFC during Business Hours except where explicitly required by the Service Level Terms.
<b>9.4</b> 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.
<b>9.11(iii)</b> 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.

Clause reference	Summary of provision (see Operations Manual for operative clause)
9.16 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.
9.18 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.
11.6 Reporting faults	Subject to clause 11.7 (where OSS/BSS is unavailable) the Service Provider must use OSS/BSS for reporting all faults regarding the PONFAS 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 11.8 requires the Service provider to provide certain information. Clause 11.9 states that where that information is not provided, the Service Level Terms will not apply.
11.14 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.
11.17 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(iii) Billing	An ebill must contain information about any Core Service Rebates.
20.1 Service Provider on boarding	Each task within the on-boarding plan has appropriate service levels.
20.7 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.