

Tuatahi First Fibre Services Agreement

Service Level Terms

Co-Location Service

Version 1.0.1

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General

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 Co-location Services.

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;

Co-location Services means the co-location service described in the Service List available at www.ultrafast.co.nz

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 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;

“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 Co-location 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 8 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 and 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 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** The LFC will be liable to pay Core Service Rebates for a failure to meet the following Service Levels:
- (a) Co-location Space Allocation (New Interconnection Point) Service Level (specified in clause 1.1(a)(i) of Appendix 1);
 - (b) Co-location Space Allocation (Existing Interconnection Point) Service Level (specified in clause 1.1(a)(ii) of Appendix 1);
 - (c) Additional Tie Cable Service Level (specified in clause 1.1(b) of Appendix 1); and
 - (d) MOFDF Service Level (specified in clause 1.1(c) of Appendix 1),
- following the expiry of the first 12 months following the relevant Service Level Commencement Date. These Service Levels will only measure performance across Candidate Areas in which:
- (a) 3,000 or more end users within the Candidate Area; or
 - (b) 20% of Premises within the Candidate Area,

are (or have been) Connected to the LFC Network (whichever occurs first). This includes any end users 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 Co-location Provisioning Service Levels

1.1 The LFC will provision the installation for the Co-location Services in accordance with the following Service Levels:

(a) Co-location Space Allocation:

(i) New Interconnection Point:

Space, racks, power and Tie Cables at any new Interconnection Point will be provisioned by the LFC within 20 Business Days following the LFC's receipt of a properly completed order from a Service Provider (or such later date as agreed between the Service Provider and the LFC).

(ii) Existing Interconnection Point:

Space, racks, power and Tie Cables at any Interconnection Point where the Service Provider already receives Co-location Services will be provisioned by the LFC within 20 Business Days following the LFC's receipt of a properly completed order from a Service Provider (or such later date as agreed between the Service Provider and the LFC).

(b) Additional Tie Cables:

Additional Tie Cables will be provisioned by the LFC within 20 Business Days following the LFC's receipt of a properly completed order from a Service Provider (or such later date as agreed between the Service Provider and the LFC).

(c) MOFDF Service Orders:

Work on the MOFDF (such as running cross patch jumpers but excluding jumpers that form part of an individual connection order from a Service Provider) will be provisioned by the LFC within 4 Business Days following the LFC's receipt of a properly completed order from a Service Provider (or such later date as agreed between the Service Provider and the LFC).

1.2 Any time period during which:

(a) any Force Majeure Event prevents provisioning of a Co-location Service; 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 provision a Co-location Service,

will be added to the periods specified in clauses 1.1(a)(i), 1.1(a)(ii), 1.1(b) and 1.1(c) of this Appendix as applicable.

2 Service Level Extensions

2.1 Subject to clause 2.2 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); and
- (d) 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**.

2.2 Any Service Level extension under clause 2.1 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;
- (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 2.1(a) to (d) 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
Co-location Service Levels	
1.1(a)(i) – Co-location Space Allocation (New Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 Business Days (or part thereof) that the service is late (capped at one month's rental).
1.1(a)(ii) – Co-location Space Allocation (Existing Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 Business Days (or part thereof) that the service is late (capped at one month's rental).
1.1(b) – Additional Tie Cables	25% of the applicable monthly rental fee for the new Tie Cable capacity for every 5 Business Days (or part thereof) that the service is late (capped at one month's rental).
1.1(c) – MOFDF Service Level	10% of the applicable service fee charged by the LFC for the service for every complete hour that the service is late (capped at one month's rental).

Appendix 3: Ancillary Service Levels

Initial Site Readiness and Footprint Readiness

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	Site audit	The LFC will complete an initial site audit	Site audit to be completed within 10 Business Days of an order by the Service Provider	90%	

Provision of Co-location Service

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
2.	Service Request acknowledgement	The LFC will acknowledge receipt of a Service Request	Provide acknowledgment to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99%	

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
3.	Notification of rejection	The LFC will reject an invalid Service Request	Provide notification of the rejection to the Service Provider within 3 Consecutive Business Days following the Receipt Time	90%	
4.	Provision of Quote	The LFC will provide a Quote (including notification of expected completion date) in response to a Service Request	Provide Quote within 10 Business Days of receipt of Service Request	80%	This Service Level will not apply to Quotes provided on or around an exchange
5.	Meet expected LFC Build completion date	The LFC will complete the LFC Build within the time specified in the firm order and in accordance with the Quote and the LFC Build terms	Complete the LFC Build within the time specified in the firm order and in accordance with the Quote and the LFC Build terms	100%	This Service Level will not apply where the Service Provider fails to give notice of acceptance or rejection of the LFC's Quote

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
6.	Confirmation of completion of the LFC Build	The LFC will provide confirmation of completion of the LFC Build	The LFC will confirm completion of the LFC Build to the Service Provider within 2 Business Days of completing the LFC Build	90%	
7.	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 ¹ between the hours of 11:00pm and 6:00am
8.	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 Co-location Service

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
9.	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
10.	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%	This Service Level does not apply in the event of an emergency

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.

Item No.	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
11.	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%	
12.	Availability of escort	The LFC will make an escort available during BAU	The LFC will make available during BAU an escort within 2 Business Days of request	80%	This Service Level does not apply in the event of an emergency

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).
6.10 Accuracy of forecasting	If a Service Request that was not forecast (or was forecast later than required in this Operations Manual) is made by the Service Provider then the LFC will make reasonable endeavours to complete the Service Order but no Service Levels will apply.
8.3 Business Hours	Service Requests will only be processed by the LFC during Business Hours except where explicitly required by the Service Level Terms.
8.4 Business Hours	All Service Requests (other than in relation to faults) lodged 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.
8.9 Service Start Date	When a Service Request is accepted and becomes a Service Order, the LFC must advise the Service Provider of the Service Start Date. Where there are infrastructure capacity constraints, the LFC must 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.
8.10 Service Start Date	If the Service Start Date agreed between the LFC and the Service Provider in clause 8.9 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.
8.12 Service Start Date	Where the LFC becomes aware that it will be unable to meet the expected Service Start Date notified under clause 8.9, 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

Clause reference	Summary of provision (see Operations Manual for operative clause)
	expected Service Start Date.
8.13.2 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.
12.10 Acceptance of LFC's Quote - "Firm Service Order"	Acceptance of a Quote constitutes a properly completed order for the purposes of the Service Level Terms. Accordingly, Service Levels that are measured from receipt of a properly completed order will be measured from receipt of the Service Provider's acceptance of a Quote.
13.2 LFC Build	<p>The LFC will complete the LFC Build in accordance with the Quote and Service Level Terms subject to clauses 13.4 to 13.5.</p> <p>Clauses 13.4 to 13.5 cover situations where it becomes impossible to complete the build, or the quote is exceeded.</p>
19.2.3 Billing	An ebill must contain information about any Core Service Rebates.
20.20 Service Provider Responsibilities	For Service Provider supplied Tie Cable, a length of cable advised by the LFC will be delivered to the LFC with sufficient lead-time to enable installation to proceed. Any delay in supply of the cable will be deemed as an extension of the Service Level for its installation.
36.4 Reporting faults	Subject to clause 36.5 (where OSS/BSS is unavailable) the Service Provider must use OSS/BSS for reporting all faults regarding the Direct Fibre Access 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.
36.7 Reporting Faults	Clause 36.6 requires the Service provider to provide certain information. Clause 36.7 states that where that information is not provided, the Service Level Terms will not apply.
36.9 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.
36.13 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

Clause reference	Summary of provision (see Operations Manual for operative clause)
	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.
45.2 Service Provider on boarding	Each task within the on-boarding plan has appropriate Service Levels.
45.4 Service Provider on boarding – Commercials	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.
45.20 Service Provider on boarding – Testing	If a 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.