

Tuatahi First Fibre Services Agreement

Service Level Terms

Input Central Office and POI Co-location
Service (UFB1 Candidate Areas)

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 Input Services Service Level Terms unless expressly provided otherwise. The definitions set out in the Input Services Wholesale Services Agreement General Terms (**General Terms**) and the Operations Manual for PONFAS (**Operations Manual**) apply to these Input Services Service Level Terms unless expressly provided otherwise.

1.2 References to the Operations Manual are references to the operations manual for the Input Co-location Services.

1.3 Definitions

In these Core Input Central Office and POI Co-location Service Level Terms, in addition to the definitions set out in the General Terms and the Operations Manual:

Connection means, in respect of the Access Seeker, the connection of an Input Central Office and POI Co-location Service to the Network;

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 Input Central Office and POI Co-Location Service Level means a service level included in Appendix 1 of these Input Central Office and POI Co-location Service Level Terms;

Core Input Central Office and POI Co-Location Service Level Default means a failure by the LFC to meet a Core Input Central Office and POI Co-Location Service Level;

Core Input Central Office and POI Co-Location Service Rebate means the payment to be made by the LFC to the Access Seeker for a Core Input Central Office and POI Co-Location Service Level Default, calculated in accordance with these Input Central Office and POI Co-location Service Level Terms;

Coverage Area means all of the LFC's UFB1 areas listed in the LFC's UFB Wholesale Services Agreement;

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

Input Co-location Services means the service described in the Input Central Office and POI Co-location Service Description; and

Service Level Commencement Date means 1 January 2020.

2 Scope

2.1 These Core Input Central Office and POI Co-location Service Level Terms:

- (a) set out the quality and performance of the Core Input Central Office and POI Co-Location Service Level commitments of the LFC to the Access Seeker for the delivery of the Input Co-location Services; and
- (b) provide for a rebate mechanism where the LFC fails to meet the Core Input Central Office and POI Co-Location Service Levels.

- 2.2 These Core Input Central Office and POI Co-location 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 Input Central Office and POI Co-Location Service Levels in accordance with these Core Input Central Office and POI Co-location Service Level Terms.
- 3.2 The Core Input Central Office and POI Co-location Service Levels will apply from the Service Level Commencement Date.
- 3.3 The LFC must begin measuring and reporting its performance against the Core Input Central Office and POI Co-location Service Levels from the Service Level Commencement Date relating to all completed Connections of the Input Co-Location Service for the Access Seeker.
- 3.4 If the Access Seeker updates or changes an Input Services Service Request under clause 8 of the Operations Manual, the Core Input Central Office and POI Co-location Service Levels applicable to that Input Services 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 Core Input Central Office and POI Co-location Service Levels will not apply or, as applicable, Core Input Central Office and POI Co-Location Service Rebates will not be payable, where expressly stated in the General Terms and these Core Input Central Office and POI Co-location Service Level Terms. Further extensions, limitations or exclusions to the LFC's liability in respect of specific Core Input Central Office and POI Co-location Service Levels are set out in Appendix 1.
- 4.2 The Core Input Central Office and POI Co-location Service Levels and Core Input Central Office and POI Co-Location Service Rebates set out in these Core Input Central Office and POI Co-location Service Level Terms will be applied in accordance with the provisions of the Operations Manual.
- 4.3 Where the LFC makes a decision that a Core Input Central Office and POI Co-location Service Level Default has not occurred because 1 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 below.

5 Access Seeker Forecasts

- 5.1 The Access Seeker will provide Forecast Reports to the LFC in accordance with the Operations Manual. The consequences of the Access Seeker failing to provide a Forecast Report or failing to provide an accurate Forecast Report are set out in the Operations Manual.

6 Reporting on Service Levels

- 6.1 The LFC will provide the Access Seeker with a performance report each month reporting its performance against the Core Input Central Office and POI Co-location Service Levels relating to all completed Connections of the Input Co-Location Service for the Access Seeker, beginning with a report on the first full month in which these Core Input Central

Office and POI Co-location Service Level Terms apply. The report will clearly identify whether the Core Input Central Office and POI Co-location Service Levels are being met. The report will be delivered or made available to the Access Seeker 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 Core Input Central Office and POI Co-location Service Levels over the preceding month.

7 Reporting on Core Input CO and POI Co-Location Service Level Defaults

- 7.1** In the event of any Core Input Central Office and POI Co-location Service Level Default, the LFC will detail in its report to the Access Seeker under clause 6 the cause of and procedure for correcting such Core Input Central Office and POI Co-location Service Level Default, and will provide updates on the steps taken by the LFC to remedy any ongoing Core Input Central Office and POI Co-location Service Level Default until such Core Input Central Office and POI Co-location Service Level Default is remedied.
- 7.2** If the Access Seeker reasonably believes that the LFC has not reported on performance against Core Input Central Office and POI Co-location Service Levels in a manner that clearly identifies whether the Core Input Central Office and POI Co-location Services Levels are being met:
- (a) the Access Seeker 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 10 Business Days following the Access Seeker's notice, by providing a new report for the same period.

8 Core Input CO and POI Co-Location Service Rebates

- 8.1** Subject to clause 4 and clause 8.2, in the event of a Core Input Central Office and POI Co-Location Service Level Default, the Access Seeker will receive a Core Input Central Office and POI Co-Location Service Rebate from the LFC in accordance with clause 6.5 of the General Terms. The Core Input Central Office and POI Co-Location Service Rebate will be as set out in Appendix 2.
- 8.2** The LFC will be liable to pay Core Input Central Office and POI Co-Location Service Rebates for a failure to meet the following Core Input Central Office and POI Co-location 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) OFDF Service Level (specified in clause 1.1(c) of Appendix 1).
- 8.3** Core Input Central Office and POI Co-Location Service Rebates reflect the reduced value of the relevant part of the Input Services affected by the Core Input Central Office and POI Co-Location Service Level Default during the relevant period and are neither liquidated damages nor the Access Seeker's sole and exclusive remedy in respect of the Core Input Central Office and POI Co-Location Service Level Defaults or the consequences of such defaults.

9 Reconciliation of Core Input Central Office and POI Co-Location 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 Access Seeker that will detail the total amount of Core Input Central Office and POI Co-Location Service Rebates imposed for Core Input Central Office and POI Co-Location Service Level Defaults in accordance with clause 8.1 above during the Relevant Month, detailed by Core Input Central Office and POI Co-Location Service Level and the relevant Input Services Service Request(s).

APPENDIX 1: Core Input CO & POI Co-Location Service Levels

1 Input Co-Location Provisioning Service Levels

1.1 The LFC will provision the installation for the Input Co-location Services in accordance with the following Core Input Central Office and POI Co-location 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 the Access Seeker (or such later date as agreed between the Access Seeker and the LFC).
 - (ii) Existing Interconnection Point: Space, racks, power and Tie Cables at any Interconnection Point where the Access Seeker already receives Input Co-location Services will be provisioned by the LFC within 20 Business Days following the LFC's receipt of a properly completed order from the Access Seeker (or such later date as agreed between the Access Seeker 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 the Access Seeker (or such later date as agreed between the Access Seeker and the LFC).
- (c) OFDF Service Orders: Work on the OFDF (such as running cross patch jumpers but excluding jumpers that form part of an individual connection order from the Access Seeker) will be provisioned by the LFC within 4 Business Days following the LFC's receipt of a properly completed order from the Access Seeker (or such later date as agreed between the Access Seeker and the LFC).

1.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of an Input 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 an Input 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 1 as applicable.

2 Service Level Extensions

2.1 Subject to clause 2.2 of this Appendix 1, the Core Input Central Office and POI Co-location Service Level response times set out in this Appendix 1 shall be extended in the following circumstances:

- (a) satisfaction of the Core Input Central Office and POI Co-location 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 Core Input Central Office and POI Co-location Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Access Seeker, required to complete the service;
- (c) acts or omissions of Access Seekers that prevent the LFC from meeting a Core Input Central Office and POI Co-location Service Level (unless the Access Seeker has received the LFC's prior approval for such act or omission); and
- (d) a Force Majeure Event prevents satisfaction of the Core Input Central Office and POI Co-location 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 the General Terms),

each a Service Impairment.

2.2 Any Core Input Central Office and POI Co-location Service Level extension under clause 2.1 of this Appendix 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 Core Input Central Office and POI Co-location 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 Core Input Central Office and POI Co-location Service Level extension under clause 2.1(a) to (d) of this Appendix 1 only, an extension 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 Input CO & POI Co-Location Service Rebates

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

| Service Level (references are to clauses in Appendix 1) | Core Input Central Office and POI Co-Location Service Rebates |
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| Core Input Central Office and POI Co-Location Service Levels | |
| 1.1(a)(i) – Co-location Space Allocation (New Interconnection Point) | 25% of the applicable monthly Charge for the Input Co-location Service for every 5 Business Days (or part thereof) that the Input Co-location Service is late (capped at 1 month's Charges). |
| 1.1(a)(ii) – Co-location Space Allocation (Existing Interconnection Point) | 25% of the applicable monthly Charge for the Input Co-location Service for every 5 Business Days (or part thereof) that the Input Co-location Service is late (capped at 1 month's Charges). |
| 1.1(b) – Additional Tie Cables | 25% of the applicable monthly Charge for the new Tie Cable capacity for every 5 Business Days (or part thereof) that the Input Co-location Service is late (capped at 1 month's Charges). |
| 1.1(c) – OFDF Service Level | 10% of the applicable Charge for the Input Co-location Service for every complete hour that the Input Co-location Service is late (capped at 1 month's Charges). |