

Tuatahi First Fibre Services Agreement

Service Level Terms for
Bitstream and Direct Fibre Access

All Coverage Areas

January 2022

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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 relevant Wholesale Service.

1.3 Definitions

In these Service Level Terms, where the term does not appear to have been defined in the General Terms or Operations Manual to assist with the application of these Service Level Terms, or where a new and additional term is required the following definitions shall apply:

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

Appointment means either an Activation Appointment or a Scoping Appointment as the context requires'

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;

End User Dwelling means a dwelling (such as a unit, an apartment, or an office space) located in Premises that are multi-tenanted buildings or structures;

Premises means 'premises' as defined in the General Terms or Operations Manual and for the purposes of these Service Levels is deemed to include an NBAP, an MDU or an SDU as the case may be;

NBAP or "Non-Building Access Point" means a location for a Connection that does not have a physical address (e.g. a bus shelter or lamp post) other than a location that is a concentration point for a regulated backhaul service (for example, a fibre to the node cabinet owned or controlled by another party);

New Build Order is a Connection to a Premises, NBAP and End User Dwelling that has not previously been connected;

MDU means a multi-dwelling unit in which there are multiple End User Dwellings;

SDU means a premises that consists of a single dwelling unit or tenancy;

Service Level Commencement Date means the date that the Premises are Commissioned in the Coverage Area; 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 Wholesale 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.

3.2 The LFC is under no obligation to meet or exceed the Ancillary Service Levels which are information metrics only.

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

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

3.5 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.

3.6 If the Service Provider updates or changes a Service Request as per 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 Appendices 1 and 3.

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

- 7.1** In the event of any Core 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 Core Service Level Default, and will provide updates on the steps taken by the LFC to remedy any on-going Core 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 Core Service Levels in a manner that clearly identifies whether the Core 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 Service Levels set out in 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 information 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).

10. End User No-Show Offset

- 10.1 For the purposes of this Clause an "**End User No-Show**" is:
- (a) where an End User (or any agreed representative for that End User) is not available at the Premises:
 - (i) at the agreed location; and/or
 - (ii) on the date; and/or
 - (iii) at the time agreed with the LFC (or its agent); and
 - (b) results in the LFC (or its agent) being unable to undertake the intended Appointment as a result of that no-show; and
 - (c) that appointment is a result of a Service Request for a Residential service only.
- 10.2 The LFC will, subject to the provisions of this clause 10, apply an offset to the value of one month's Charge for the relevant Wholesale Service (specified in the Service Request) (**End User No-Show Offset**).
- 10.3 For the first 12 months from the date these Service Level Terms become effective the LFC will deduct 20% from the End User No-Show Offset associated with Residential Service Request only (**Adjusted End User No-Show Offset**). 12 months from the date these Service Level Terms become effective (i.e. from month 13 onwards) the 20% deduction shall reduce to 10%.
- 10.4 For the avoidance of doubt the End User No-Show Offset will not be adjusted for Service Orders that are not Residential.
- 10.5 Each month prior to paying any Core Service Rebates to the Service Provider the LFC will deduct any applicable Adjusted End User No-Show Offset from the total Core Service Rebate (**Adjusted Core Service Rebate**).
- 10.6 If the Adjusted Core Service Rebate is:
- (a) greater than \$0, then the Adjusted Core Service Rebate will be the Core Service Rebate payable for that month;

(b) less than \$0, then the Adjusted Core Service Rebate will be \$0.

10.7 The LFC will report on End User No-Shows and End User No-Show Offsets in accordance with the timelines stipulated in clause 6.

10.8 Prior to applying any End User No-Show Offset, the LFC will provide evidence (if requested by the Service Provider) of the End-User No Show to the Service Provider.

11. Retail Service Quality Codes

11.1 The Telecommunications (New Regulatory Framework) Amendment Act 2018 includes:

- (a) a role for the Commerce Commission in reviewing industry retail service quality codes (**Industry Code**) and making recommendations to the Telecommunication Carriers Forum (**TCF**) in relation to an Industry Code.
- (b) an ability for the Commerce Commission to issue its own retail service quality code (**Regulated Code**) if it believes that the Industry Code does not achieve the purpose of improving retail service quality for End Users.

11.2 The LFC agrees to engage in good faith with the Service Provider and other service providers to review the Service Levels in the context of any Commerce Commission recommendations in relation to an Industry Code and any Service Providers' obligations under a Regulated Code, with any resulting changes agreed to the Service Level Terms to be implemented in accordance with any recommendations or otherwise as soon as is reasonably practicable.

12. LFC Aggregated Forecast

12.1 At the beginning of each month the LFC may produce a report detailing the volume of Service Requests (of the types stipulated in clause 12.2) the LFC operational teams will have the capacity to process on any Business Day (**LFC Aggregated Forecast**).

12.2 The types of Service Requests detailed in the LFC Aggregated Forecast will be Service Requests related to the below Core Service Levels:

- (a) Layer -2 Service Provisioning Service Levels (as per Appendix 1 clause 2); and
- (b) Layer-2 Disconnections (as per Appendix 1 clause 5).

12.3 The LFC Aggregated Forecast will cover 3 months (i.e. the current month and the following 2 months).

12.4 The LFC may detail capacity as an overall total or separately by region.

12.5 The LFC will not be required to detail capacity by Service Provider.

12.6 The LFC deems the LFC Aggregated Forecast provided to the Service Provider as true and correct.

12.7 The LFC Aggregated Forecast will be produced via the utilisation of Service Provider Forecasts (if provided in accordance with the Part 2 of the relevant Operations Manual) and

any other intelligence the LFC deems reasonable (e.g. seasonal trends, Service Request volume for the previous month).

12.8 If requested, the LFC will send the LFC Aggregated Forecast to the Service Provider.

12.9 On any Business Day, if the number of Service Requests due to be completed (of the types stipulated in clause 12.2) exceed:

- (a) 150% of the forecasted capacity then the applicable Core Service Level will double for those Service Requests above the 150% threshold;
- (b) 200% of the forecasted capacity then the relevant Core Service Level and associated Core Service Rebate will not apply for those Service Requests above the 200% threshold. If requested by the Service Provider, the LFC within 5 Business Days will produce a remediation plan to clear the backlog of Service Requests.

12.10 If

- (a) on subsequent days after the thresholds stipulated in clause 12.9 have been exceeded; and
- (b) due to this the LFC is unable to meet one or more of the Core Service Levels related to Service Requests stipulated in clause 12.2;

then the relevant Core Service Level and associated Core Service Rebate will not apply for those Service Requests.

APPENDIX 1: CORE SERVICE LEVELS

1. Layer-1 Provisioning Service Levels

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

1.2 APPOINTMENT COMMITMENT SERVICE LEVELS

(a) **Scoping Appointment:**

For the purposes of this Service Level a “**Scoping Appointment**” means the appointment at which the LFC (or its agent) attends a Premises to scope the requirements for a New Build Order.

Each Scoping Appointment must be completed on the date agreed with the Service Provider or the relevant End User or the MDU owner (or their agent) (as applicable).

(b) **Activation Appointment:**

For the purposes of this Service Level an “**Activation Appointment**” means the appointment at which the Connection is activated by the LFC (or its agent) and to avoid doubt includes the appointments commonly referred to as a “*ready for service date*” or “*RFS*” or “*tech appointment*”

Each Activation Appointment (including the provisioning of any Layer 2 service) must be completed on the date agreed with the Service Provider or the relevant End User (as applicable).

(c) If the LFC, or its agents, reschedules a Scoping or Activation Appointment then this will be a Core Service Level Default and the applicable Core Service Rebate set out in Appendix 2 will apply.

(d) **Appointment Service Level Exclusions**

The Service Levels stipulated in clauses 1.2(a) and 1.2(b) will not apply or, as applicable, Core Service Rebates will not be payable, where the cause of the service level failure includes, but is not limited to:

- (i) End User rescheduled their Appointment.
- (ii) End User wants to make a change to the installation method.
- (iii) End User wants to cancel the Service Request.
- (iv) The Premises and/or site not ready for install.
- (v) The LFC is unable to gain access to the Premises.
- (vi) The End User requires the LFC to complete the Appointment outside of normal working hours.
- (vii) End User had to leave during the Appointment.

- (viii) End User not happy/ready to proceed with the Appointment.
- (ix) End User wants to change their Service Request.
- (x) The Appointment was changed without notice to the LFC.
- (xi) A hazardous condition or health and safety issue is present at the Premises which results in the LFC not being able to safely complete the Appointment.

1.3 MEDIAN CYCLE TIME SERVICE LEVELS AND JEOPARDY MANAGEMENT

- (a) For the purposes of these Service Levels, the following additional definitions shall apply:
 - (i) **Order Date** means the date on which the LFC has received a properly completed Service Request from the Service Provider.
 - (ii) **New Build Order** is a Connection to a Premises that has not previously been connected.
 - (iii) **Simple Order** is a New Build Order and:
 - (A) the Premises being connected is a Residential or Business SDU; and/or
 - (B) is a subsequent Service Order to a Premises located on a ROW that has the Communal Infrastructure fully installed within the ROW; and/or
 - (C) is a subsequent Service Order to an End User Dwelling within a MDU that has the horizontal reticulation fully installed within the MDU; and/or
 - (D) does not require consent, design, and/or a quote to proceed; and/or
 - (E) does not require the service to be delivered to a NBAP; and/or
 - (F) does not require the provision of diversity; and/or
 - (G) is an aerial lead-in and the 3rd party pole does not need replacement; and/or
 - (H) is not part of a Bulk Service Request.
 - (iv) **Complex Order** is a New Build Order and:
 - (A) The Premises being connected is not a Residential or Business SDU (e.g. MDU, University Campus, Mall); and/or
 - (B) is the first Service Order to a Premises located on a ROW that does not have the Communal Infrastructure fully installed within the ROW; and/or

- (C) is the first Service Order to a Premises which is within a MDU that does not have the horizontal reticulation fully installed within the MDU; and/or
 - (D) requires consent, design, and/or a quote to proceed; and/or
 - (E) requires the service to be delivered to an NBAP; and/or;
 - (F) requires the provision of diversity; and/or
 - (G) is an aerial lead-in and the 3rd party pole needs replacement; and/or
 - (H) is part of a Bulk Service Request.
- (v) **Jeopardy Management** is where the LFC will directly manage a relevant order by determining and publishing the critical path for applicable Simple Orders and Complex Orders that records individual milestones required to achieve Connection of those orders. Each order and associated milestones will be tracked and managed between LFC and its field service partners and may include requested engagement of the Service Provider.
- (b) The LFC will target that the median time between the Order Date and completion of the installation in each Coverage Area, or alternatively group of Coverage Areas agreed with the Service Provider, is no greater than:
 - (i) 20 days for Simple Orders; and
 - (ii) 50 days for Complex Orders.
 - (c) Orders where there is an existing intact Connection to the Premises will not be considered in calculating the medians in clause 1.3(b) of this Appendix.
 - (d) The LFC will report on Median Cycle Time Service Levels in accordance with the timelines stipulated in clause 6.
 - (e) The targets set out in clause 1.3(b) of this Appendix are based on all Service Providers' aggregated volume being no more than the Deemed Forecast as determined in the Operations Manual.
 - (f) During any period of increased cycle time the LFC will consult in good faith with all Service Providers to determine whether a new cycle time regime is required and what other actions can be taken to get cycle times back below the medians set out in clause 1.3(b) of this Appendix.
 - (g) Simple Orders not completed within 40 days of the Order Date and Complex Orders not completed within 75 days of the Order Date shall be subject to Jeopardy Management, except where the Service Provider or End User has requested installation at a date later than 40 days for Simple Orders and 75 days for Complex Orders.
 - (h) If the LFC does not achieve the targets in clause 1.3(b) of this Appendix (as amended under clause 1.3(g) of this Appendix), for two consecutive months the

Service Provider can request a cycle time management plan detailing specific actions the LFC will take which may include utilising “*flying squad*” field resource to cover temporary peaks, redeploying field service resource from other work types, and shifting field service resource from low demand areas to high demand areas.

- (i) If the LFC is still failing to achieve the targets in clause 1.3(b) of this Appendix (as amended under clause 1.3(g) of this Appendix) by the date three months from the date on which the LFC identified that those targets had been missed for two consecutive months, the Service Provider can request an urgent remediation plan and that plan be published to all Service Providers and CIP.
- (j) For the avoidance of doubt, where the LFC does not achieve the targets in clause 1.3(b) (as amended under clause 1.3(g)) this will not be considered to be a Core Service Level Default and the LFC is not required to pay any Core Service Rebates.

2. Layer 2 Service Provisioning Service Levels

2.1 Subject to clause 2.2 of this Appendix, the LFC will provision Layer 2 Services as follows:

(a) Residential and Business - Layer 2 services (excluding NBAPs):

Layer 2 services ordered in relation to a Residential or Business Connection:

- (A) at the same time as an installation of a Residential or Business Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from a Service Order Request for an installation of a Connection (provided that the relevant Premises is already Connected, that Connection has remained intact and the Layer-2 service is capable of remote activation) are to be provisioned within one Business Day of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date requested by the Service Provider); or
- (C) for Layer-2 Services to a Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 Service will be provisioned within five Business Days (or such later date requested by the Service Provider).

(b) Residential and Business – Layer 2 services (NBAPs):

Layer 2 services ordered in relation to a Residential or Business NBAP Connection:

- (A) at the same time as an installation of a Residential or Business NBAP Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from a Service Order for an installation of an NBAP Connection (provided that the relevant NBAP is already Connected, that Connection has remained intact and the Layer-2 service is capable of remote activation) are to be provisioned within one Business Day of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date requested by the Service Provider).

- (C) for Layer-2 Services to a NBAP which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 Service will be provisioned within five Business Days (or such later date requested by the Service Provider).

(c) **Bandwidth upgrade of Layer 2 services:**

A bandwidth upgrade of Layer 2 services must be provisioned within one Business Day of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date requested by the Service Provider).

If, after these Service Level Terms have come into effect, the LFC implements BSS/OSS enhancements (e.g. automation, B2B) then this Core Service Level will be reviewed to reflect the LFC's improved performance.

(d) **Multicast (Service Provider):**

A multicast service must be provisioned for a Service Provider within 30 Business Days of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date as agreed between the Service Provider and the LFC).

(e) **Multicast (End User):**

Provided that the necessary multicast service has previously been provisioned for the relevant Service Provider, a multicast service must be provisioned for an End User (provided that the relevant Premises is already Connected) within 1 Business Day of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User).

(f) **RF Overlay (Service Provider):**

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

(g) **RF Overlay (End User):**

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

2.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of a Layer 2 Service, bandwidth upgrade or multicast service or RF overlay 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 Layer 2 Service, bandwidth upgrade or multicast service or RF overlay service,

will be added to the periods specified in clauses 2.1(a), 2.1(b), 2.1(c), 2.1(d), 2.1(e), 2.1(f) and 2.1(g) of this Appendix, as applicable.

3. Fault Restoration Service Levels

- 3.1 for the purposes of this service level, the following additional definitions shall apply:
- (a) **Consumer Services** mean Bitstream 2 and Bitstream 2 Ultra Wholesale Services.
 - (b) **Enterprise Services** mean Bitstream 3, Bitstream 3a, Bitstream 3b, Bitstream 4, E-NNI Handover, Direct Fibre Access (DFAS) and Fibre Interconnection Wholesale Services.
- 3.2 The LFC must ensure that:
- (a) Consumer Services are restored by the end of the day following the day on which Downtime is reported to the LFC (**Consumer Restoration SLA**); and
 - (b) Enterprise Services are restored within 6 hours from the time the Downtime is reported to the LFC (**Enterprise Restoration SLA**).
- 3.3 Prior to reporting Downtime to the LFC, Service Provider must reasonably ascertain that that the fault lies within the LFC Network, including ensuring that the affected End User confirms that the LFC Equipment supporting the relevant Service is powered up. If the Service Provider fails to do so and the fault is not found within the LFC Network, the Service Provider will be liable for a no fault found fee specified in the Price List.
- 3.4 The Enterprise Restoration SLA will be available 7am to 7pm / 7 days a week. For example, if the Service Provider reports the Downtime 4:00pm Monday then the applicable Wholesale Service must be restored by 10:00am Tuesday to meet the Enterprise Restoration Service Level.
- 3.5 The LFC will provide an enhanced Service Level of a prioritised response (Critical Response SLA) with a technician on site (either an exchange, cabinet or customer site) within 2 hours (metro Coverage Areas) and 4 hours (non-metro Coverage Areas) of a fault being logged with the LFC's Service Company. This enhanced Service Level is available 24 hours, 7 days a week, upon request by the Service Provider. Emergency and medical events will still take precedence; in accordance with the LFC's restoration priorities and the TCF vulnerable End Users' code.
- 3.6 The Critical Response SLA will be at the charge set out in the Price List. For the avoidance of doubt, the Consumer Restoration SLA, Enterprise Restoration SLA, and the associated Core Service Rebates set out in Appendix 2 will continue to apply.
- 3.7 The LFC will publish on its website the classification of metro and non-metro Coverage Areas.

4. Layer 2 – Disconnections

4.1 Disconnections

Each disconnection of a Connection must be completed within one Business Day of receipt by the LFC of a properly completed Service Order from the Service Provider (or such later date as agreed between the Service Provider and the relevant End User). For the avoidance of doubt, the timeframe specified in this clause 4.1 only relates to the disconnection of a Connection and not the retrieval of any infrastructure associated with the relevant Connection.

5. Layer 2 Traffic

5.1 Each End User's traffic for point to point service must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
High Priority	≤ 5 mS	≤ 1 mS	≤ 0.1%
Low Priority	n/a	n/a	≤ 2%

The traffic should be within these Service Levels for at least 99% of the time within the five-minute measurement interval, otherwise the service is to be considered unavailable for that 5-minute interval.

5.2 Each End User's traffic for GPON services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
High Priority	≤ 5 mS	≤ 3 mS	≤ 0.1%
Low Priority	n/a	n/a	≤ 2%

At least 99% of the frames within the five-minute measurement interval must be within the above Service Levels, otherwise the GPON service is to be considered unavailable for that five-minute interval.

5.3 Measurement of Layer 2 Traffic Service Levels

The LFC must comply with the Layer 2 Traffic Service Level and measurement regime that can be found at <https://www.crownfibre.govt.nz/wp-content/uploads/2011/12/UFB-Performance-Management-and-Reporting-17-Nov.pdf>.

6. Service Level Extensions

- 6.1 Subject to clause 6.2 of this Appendix, the LFC Service Level response times set out in this Appendix 1 shall be extended in the following circumstances:
- (a) Satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the LFC's control;
 - (b) Satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Service Provider, required to complete the service;
 - (c) Acts or omissions of Service Providers that prevent the LFC from meeting a Service Level (unless the Service Provider has received the LFC's prior approval for such act or omission);
 - (d) Acts or omissions of End Users that prevent the LFC from meeting a Service Level (unless the End User has received the LFC's prior approval for such act or omission);
 - (e) Any period of extension agreed with the relevant End User;
 - (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 (f) of the definition of "Force Majeure" in this Agreement); and
 - (g) Satisfaction of the Service Level is prevented by the LFC's implementation of the property access processes in the Telecommunications (Property Access and Other Matters) Amendment Act 2017 by the LFC,

each a **Service Impairment**.

- 6.2 Any Service Level extension under clause 6.1 of this Appendix:
- (a) will be limited to the time that the Service Impairment continues to delay, impair, 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 6.1(a) to (g) 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
Layer-1 Provisioning Core Service Levels	
1.2(a) – Scoping Appointment	One month's Charges for the relevant Service (as specified in the Service Order for that Service) each time the Core Service Level is not achieved.
1.2(b) – Activation Appointment	One month's Charges for the relevant Service (specified in the Service Order for that Service) each time the Core Service Level is not achieved.
Layer 2 Service Provisioning Core Service Levels	
2.1(a) – Residential and Business (excluding NBAPs) – Layer 2 Ethernet services	One month's Charges for the relevant Service (as specified in the Service Order for that Service).
2.1(b) – Business and Residential (NBAPs) – Layer 2 Ethernet services	One month's Charges for the relevant Service (specified in the Service Order for that Service).
2.1(c) – Bandwidth upgrade of Layer 2 services	One month's Charges for the relevant Service (specified in the Service Order for that Service).
2.1(d) - Multicast (Service Provider)	One month's Charges for the relevant Service (specified in the Service Order for that Service).
2.1(e) - Multicast (End User)	One month's Charges for the relevant Service (specified in the Service Order for that Service).
2.1(f) - RF Overlay (Service Provider)	10% of the applicable monthly Charges for the relevant Service per complete day that the service is late (capped at one month's Charges).
2.1(g) – RF Overlay (End User)	10% of the applicable monthly Charges for the relevant Service per complete three-hour period that the Service is late (capped at one month's Charges).
Fault Restoration Core Service Levels	
3.2(a) – Consumer Restoration SLA	One month's Charges for the relevant Service each time a Consumer Restoration SLA is not achieved.
3.2(b) – Enterprise Restoration SLA	10% of the applicable monthly Charges for the relevant Service per complete hour of Downtime over the Enterprise Restoration SLA.
3.5 – Critical Response SLA	The LFC will not invoice the Service Provider for the applicable Charge for the Critical Response SLA.

Disconnection Service Level	
4.1 – Layer 2 Disconnections	One month's Charge for the Connection and any service(s) provided over the Connection.

APPENDIX 3: ANCILLARY SERVICE LEVELS

Provision of Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
1.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Service Request acknowledgement	The LFC will acknowledge receipt of each Service Request	Provide acknowledgment of receipt of each Service Request to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	99%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
2.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Notification of rejection	The LFC will reject invalid Service Requests by returning the appropriate code to the Service Provider	Provide notification of the rejection to the Service Provider within 4 Consecutive Business Hours following the Receipt Time	90%	This Service Level will not apply where prequalification for a Service Request requires an action to be undertaken manually

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
3.	New Connection Transfer Change Plan Move Address Relinquishment	Notification of expected Service Start Date (or, for Relinquishment, expected relinquishment date)	The LFC will notify the Service Provider of expected Service Start Date of the Service Request (or, for Relinquishment, expected relinquishment date)	Provide notification of the expected Service Start Date (or, for Relinquishment, expected relinquishment date) to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	This Service Level will not apply where a Service Request is a waiter
4.	Handover Connection	Notification of expected Service Start Date	The LFC will notify Service Provider of expected Service Start Date of the Service Request or confirmation of when the LFC will provide notification of expected Service Start Date	Provide notification of the expected Service Start Date, or provide confirmation of when the LFC will be able to provide notification of the expected Service Start Date, to the Service Provider within 4 Consecutive Business Hours of the Deemed Acceptance Time	90%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
5.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Service Request is completed right first time	The LFC will complete the Service Request without fault	No faults in work carried out to complete the Service Request to occur within 5 Business Days after confirmation by the LFC of completion	90% (for each 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 Service Request; and (c) that is found and required to be fixed (i.e. it is not a "no fault found")
6.	Relinquishment Handover Connection	Meet notified expected Service Start Date (or, for Relinquishment, meet notified relinquishment date)	The LFC will complete the Service Request by the notified expected Service Start Date (or, for Relinquishment, the notified expected relinquishment date)	Complete the Service Request by the notified expected Service Start Date (or, for Relinquishment, the notified expected relinquishment 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

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
7.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Change to Service Start Date (or, for Relinquishment, change to relinquishment date)	The LFC will provide confirmation of Service Start Date change (or, for 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 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%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
8.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Change to Service Start Date (or, for Relinquishment, change to relinquishment date)	The LFC will provide notification of Service Start Date change (or, for 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 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%	This change does not extend the lead time for the purpose of calculating installation service level

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
9.	Bitstream New Connection Service Request Bitstream Transfer Service Request Other Service to Bitstream Transfer Service Request Bitstream Move Address Service Request	Pre-qualification acknowledgement	The LFC will acknowledge receipt of pre-qualification order	Complete the acknowledgement of receipt within 4 Consecutive Business Hours following the receipt of the pre-qualification order	90%	
10.	Bitstream New Connection Order Bitstream Transfer Order Other Service to Bitstream Transfer Order Bitstream Move Address Order Bitstream 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 Service Order Request	90%	

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Target	Tolerance Level	Comments
11.	Bitstream Special Manual Pre-qualification Investigation Bitstream 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%	
12.	New Connection Transfer Change Plan Move Address Relinquishment Handover Connection	Confirmation of completion	The LFC will provide the Service Provider with confirmation of completion of the Service Request	Provide confirmation of completion of the Service Request to the Service Provider within 4 Consecutive Business Hours after the Service Request has been completed	90%	

Fault Management for Bitstream Service

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
13.	Bitstream Service	Notification of Planned Outages	The LFC will advise of Planned Outages	Advise at least 5 Business Days before Planned Outage occurs	90%	The LFC will use all reasonable endeavours to schedule Planned Outages ¹ between the hours of 11:00pm and 6:00am
14.	Bitstream Service	Notification of Unplanned Outages	The LFC will advise of Unplanned Outages	Advise within 2 hours, on a 24 x 7 basis, of the LFC discovering or receiving notification of the Unplanned Outage occurring	90%	An outage will include one or more PON cards that lose services or a cut fibre cable with a fibre count of greater than 12 fibres. This information will be sent to the Service Provider via the OSS/BSS notification system and may include FSL numbers and circuit ID numbers.
15.	Bitstream 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

¹ Planned Outages are included in Downtime calculation.

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 at 7.00am the following day.

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
16.	Bitstream 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 4 Fault Restoration Hours of the fault being reported	90%	Unless otherwise agreed between the LFC and the Service Provider, where a fault relating to the technical service specifications is reported, the LFC will provide notification of the expected restoration time within 8 Fault Restoration Hours of the fault being reported
17.	Bitstream Service	Meet notified expected restoration time	The LFC will restore the fault within the notified expected restoration time	Restore fault within notified expected restoration time	90%	
18.	Bitstream Service	Notification of completion of service restoration	The LFC will confirm the completion of service restoration	Provide confirmation of the completion of service restoration within 4 Fault Restoration Hours of the fault being resolved	95%	
19.	Bitstream Service	ONT service restoration	The LFC will complete service restoration involving ONT failure	Restoration of Service involving repair of a ONT within 48 Hours of the fault being reported	90%	

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

Item No.	Services to which Service Level relates	Service Attribute	Deliverable	Service Level Targets	Tolerance Level	Comments
20.	Bitstream Service	Critical Response Target	The LFC will respond to an RSP request for Critical Response to a Fault	The LFC technician will be On-Site within 2 hours (for TFF Metro Areas) or 4 hours (for TFF Non-Metro Areas) of the request for the Critical Response Service.	N/A	Service Level rebates will not apply. There will be no charge if the Service Level is not met.

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