

Service Levels Schedule

Sandpit Module

Wholesale Broadband Agreement



This document forms part of NBN Co's Wholesale Broadband Agreement, which is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010 and constitutes nbn's Latest Standard Offer



Service Levels Schedule

Sandpit Module

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| Version | Description | Effective Date |
|---------|-------------------------------|-----------------|
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Environment

nbn asks that you consider the environment before printing this document.

Introduction

This document sets out the Performance Objectives that **nbn** will aim to achieve in relation to the Sandpit.

Failure to achieve a Performance Objective may give rise to consequences, such as an obligation on **nbn** to take Corrective Action.

This document forms part of the Sandpit Module.

Roadmap

A roadmap describing the structure of this document follows for the assistance of RSP.

Part A: Performance Objectives

Part A describes **nbn**'s Performance Objectives. While not achieving a Performance Objective is not a breach of this Agreement, **nbn** may be required to take Corrective Action under Part B if it does not meet a Performance Objective.

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Part B: Measurement and Corrective Action

Part B sets out **nbn**'s measurement, monitoring and reporting obligations and the mechanics involved in Corrective Action if **nbn** does not meet a Performance Objective.

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Part C: Interpretation and Exclusions

Part C contains the rules of interpretation and exclusions which apply to this Service Levels Schedule for the Sandpit.

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Part A: Performance Objectives

Section 1 sets out the Performance Objectives that **nbn** offers for the availability of the NPIS Sandpit using APIs. See section 4 for rules of interpretation that apply to this Performance Objective.

1. Availability of the NPIS Sandpit using APIs

1.1 Performance Objective for availability of the NPIS Sandpit using APIs

- (a) **nbn** will aim to achieve a Performance Objective of 99.00% availability of the NPIS Sandpit using APIs in each month.
- (b) The Performance Objective in section 1.1(a) will be measured based on the availability of the NPIS Sandpit using APIs to all of **nbn**'s retail service providers in each month.

1.2 Measuring NPIS Sandpit using APIs Performance Objectives

For the purposes of measuring the Performance Objective set out in section 1.1(a), "availability" in a month is calculated as follows:

$$\frac{(\text{Measurement Period} - \text{Unavailable Time})}{\text{Measurement Period}} \times 100$$

Where, for the purposes of this section 1.2:

Measurement Period means the aggregate of the total number of minutes which **nbn** has agreed to supply the NPIS Sandpit using APIs to all of **nbn**'s retail service providers during the relevant month.

Unavailable Time means:

- (i) the sum of all Unavailable Periods in the Measurement Period; less
- (ii) any time during those Unavailable Periods when:
 - (A) the NPIS Sandpit using APIs is non-operational due to any event or matter excluded under section 5; or
 - (B) a Planned Outage has been implemented.

Unavailable Period means each period:

- (i) beginning when the NPIS Sandpit using APIs fails to respond to any two consecutive test transactions submitted by **nbn**; and
- (ii) ending when the NPIS Sandpit using APIs responds to a test transaction submitted by **nbn**.

Part B: Measurement and Corrective Action

2. Measurement

2.1 Measurement and monitoring

nbn will measure and monitor its performance, and produce reports based on that information, in relation to the availability of the NPIS Sandpit using APIs (**Performance Reports**).

2.2 Information accuracy

- (a) Performance Reports and any measurement and monitoring information produced by **nbn** are the Confidential Information of **nbn**.
- (b) **nbn** will:
 - (i) use its reasonable endeavours to:
 - (A) ensure that the Performance Reports generated by the measurement and monitoring tools are accurate (including by correcting any inaccuracies); and
 - (B) notify RSP within 10 Business Days of becoming aware of any inaccuracy; and
 - (ii) engage an independent auditor to review the general accuracy of its measurement and monitoring tools at least once during the Term and notify RSP of the outcome of that review.

2.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on **nbn**'s compliance with the Performance Objectives in this Service Levels Schedule for the Sandpit in each month, on or about 10 Business Days after the end of the month.
- (b) **nbn** may, from time to time, include additional information about the NPIS Sandpit using APIs availability in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

2.4 Data Enquiries

- (a) RSP may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) within 6 months after the end of the period to which the Performance Report applies.
- (b) **nbn** must use reasonable endeavours to respond to a Data Enquiry within 10 Business Days after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

3. Corrective Action

3.1 Corrective Action

- (a) Subject to section 3.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
 - (i) inform RSP of the reasons for that non-achievement;

- (ii) provide RSP with a corrective action plan that sets out the relevant Corrective Action that **nbn** will undertake to address the non-achievement;
 - (iii) undertake the relevant Corrective Action; and
 - (iv) notify RSP as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:
- (i) take each action in section 3.1(a) as soon as reasonably practicable following the identification of the non-achievement of a Performance Objective by **nbn**; and
 - (ii) provide a corrective action plan under section 3.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 2.3.

3.2 Conditions

nbn is not required to provide the information set out above or undertake any Corrective Action in a measurement period if **nbn** has already provided information or performed, or is in the process of performing, Corrective Action in relation to an earlier event with the same cause as the subsequent event.

Part C: Interpretation and Exclusions

4. Interpretation

4.1 Service Levels apply in Operational Hours

- (a) All references to time in this Service Levels Schedule for the Sandpit are calculated by reference to Operational Hours.
- (b) Operational Hours are 0800 to 2200 local time on Business Days in the location from which the Sandpit is provided.

4.2 Pro rata measurement

If this Agreement is executed, terminated or expires part way through a measurement period, the measurement of **nbn**'s performance under this Service Levels Schedule for the Sandpit will be pro-rated to reflect that shorter period.

5. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Performance Objective will be the consequence (if any) specified in this Service Levels Schedule for the Sandpit and a failure to achieve a Performance Objective will not be regarded as a breach of the Agreement.
- (b) Performance Objectives do not apply for the period and to the extent that this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Performance Objectives.
- (c) Without limiting section 5(b), Performance Objectives do not apply for the period and to the extent that **nbn**'s ability to perform in accordance with the Performance Objective is adversely affected by:
 - (i) inability of **nbn** or its Personnel to gain access to a location necessary to perform works; or
 - (ii) an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.