

Service Levels Schedule

Cell Site Access Service (CSAS)

CSAS Interim Terms



This agreement is a Standard Form of Access Agreement for the purposes of Part XIC of the Competition and Consumer Act 2010.

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Version	Description	Effective Date
1.0	Issued on 22 September 2016	Execution Date

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Environment

NBN Co asks that you consider the environment before printing this document.

Introduction

This document applies to the CSAS Interim Terms.

This document describes the Service Levels and Performance Objectives that apply to the CSAS Product.

Failure to achieve a Service Level or a Performance Objective may give rise to consequences, such as an obligation on NBN Co to take Corrective Action or provide rebates.

Roadmap

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

Part A: Service Levels

Part A describes NBN Co's Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved (CSAS Service Fault Rectification). While not achieving a Service Level or Performance Objective is not a breach of this Agreement, NBN Co may be required to take Corrective Action under Part B.

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Part B: Corrective Action

Part B sets out NBN Co's Corrective Action obligation if NBN Co does not meet a Service Level or Performance Objective.

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Part C: Interpretation and Exclusions

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

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Part A: Service Levels

Section 1 sets out the Service Levels that **nbn** offers for Activations.

1. Activations

The Service Levels for Activations, which commence from the time of Order Acknowledgement, are:

Activity	Service Level (Business Days)
NNI Group Activation	15
Access Virtual Circuit (AVC)	5

Note: A 'Pending' Status will be applied to orders in accordance with the [CSAS Operations Manual](#) for any period during which pre-requisite activities are occurring under a CSAS Build Master Agreement.

Section 2 sets out the Service Levels that **nbn** offers for CSAS Service Fault rectification.

2. CSAS Service Fault Rectification

2.1 Service Levels for rectification of CSAS Service Faults

The Service Levels for rectification of CSAS Service Faults, which commence from the time a Trouble Ticket is raised, are:

Location of Premises	CSAS Service Fault Rectification Service Level (Hours)
Urban Area and other locations where CSAS Service Fault does not require external or internal plant work or NBN Co attendance at CSAS Point	8
Major Rural Area or Minor Rural Area where CSAS Service Fault requires external or internal plant work or NBN Co attendance at CSAS Point	22
Remote Area where CSAS Service Fault requires external or internal plant work or NBN Co attendance at CSAS Point	36

Note: The Service Levels above are each calculated by reference to the Operational Hours that apply to the rectification of CSAS Service Faults. Part C explains how Operational Hours are calculated.

2.2 CSAS Service Fault Rectification Rebate

- (a) Subject to sections 2.2(b) and 2.3, where NBN Co does not achieve the relevant Service Level in relation to the rectification of a CSAS Service Fault, NBN Co will provide Customer with a CSAS Service Fault Rectification Rebate as follows:

Fault not rectified in accordance with Service Level (full hours in excess of Service Level)	Rebate (% of recurring Charge for AVC TC-1, AVC TC-2 and UNI bundle for Billing Period)
1 to 2	20
2 to 3	40

Fault not rectified in accordance with Service Level (full hours in excess of Service Level)	Rebate (% of recurring Charge for AVC TC-1, AVC TC-2 and UNI bundle for Billing Period)
3 to 4	60
4 to 5	80
5 or more	100

- (b) The total CSAS Service Fault Rectification Rebate for a CSAS Ordered Product payable to Customer during a Billing Period cannot exceed 100% of the recurring Charge for the AVC TC-1, AVC TC-2 and UNI bundle for the CSAS Ordered Product for that Billing Period.
- (c) NBN Co will credit Customer, within 6 months of the end of the relevant Billing Period, the amount of any validated CSAS Service Fault Rectification Rebate claimed by Customer and accepted by NBN Co in accordance with the claims process contained in the [CSAS Operations Manual](#).

2.3 Conditions

- (a) The Service Levels do not apply to any fault caused by use of an Ordered Product which breaches the [Fair Use Policy](#).
- (b) The Service Levels do not apply if Customer does not use the correct notification procedure to notify NBN Co of the fault in accordance with the [CSAS Operations Manual](#).

Section 3 sets out the Service Levels that NBN Co offers for modifications.

3. Modifications

3.1 Service Levels for Access Component Modifications

- (a) The Service Levels for Access Component Modifications that do not require attendance at a CSAS Point, which commence from the time of Order Acknowledgement, are:

Activity	Service Level (Business Day)
Access Component Modification (no attendance at a CSAS Point required)	5

- (b) The Service Levels for Access Component Modifications that require attendance at a CSAS Point, which commence from the time of Order Acknowledgement, are:

Location of Premises	Service Level (Business Days)
Urban Area	9
Major Rural Area or Minor Rural Area	14
Remote Area	19

Section 4 sets out the Performance Objectives that NBN Co offers for Traffic Characteristics.

4. Traffic Characteristics

4.1 Performance Objectives for Traffic Class Operations

NBN Co will aim to achieve the following Performance Objectives (on an individual traffic class basis) for each traffic class:

Traffic Class	Frame Delay	Frame Delay Variation	Frame Loss Ratio
TC-1	≤ 6ms	≤ 3ms	≤ 0.01%
TC-2	≤ 6ms	≤ 8ms	≤ 0.01%

Where, for the purposes of this section 4:

- (a) **Frame Delay** refers to average, one-way propagation delay for a frame from UNI to NNI, where the delay is defined as the time elapsed since the start of transmission of the first bit of the frame at the frame source until the reception of the last bit of the frame at its destination.
- (b) **Frame Delay Variation** is a measure of the average variation in delay between the arrival of a pair of service frames, where the service frames belong to the same traffic class instance or grouping. Measured to 99.9%.
- (c) **Frame Loss** means a ratio of the number of service frames not delivered, divided by the total number of service frames transmitted.

4.2 Conditions for Traffic Class Operations

- (a) The Performance Objectives for traffic class operations are only applicable under the following conditions:

Traffic Class	Layer 2 Frame Size at NNI (Bytes)	Frame Inter-Arrival
TC-1	250	Periodic
TC-2	1500	Not Applicable

- (b) Frame Delay guidance is provided for UNI to NNI distances less than 100km. In the case of UNI to NNI distance > 100km, an extra allowance of 0.5 msec latency per additional 100km of cable length is required.
- (c) The Layer 2 Frame Size and Frame Inter-Arrival values must result in a data stream which is less than or equal to the subscribed Traffic Class CIR.
- (d) Each traffic class must be validated in the presence of no other traffic from other traffic classes within the AVC.

This section 5 sets out the Performance Objectives that NBN Co offers for the NBN Co Platform Interfacing Service availability. Note that the NBN Co Platform Interfacing Service can only be used in connection with the CSAS for the Key Business Transactions specified in clause 1.2(b) of the CSAS Interim Terms.

5. NBN Co Platform Interfacing Service Availability

5.1 Performance Objective for NBN Co Platform Interfacing Service availability

- (a) NBN Co will aim to achieve the following Performance Objective for availability of the NBN Co Platform Interfacing Service in respect of Key Business Transactions for CSAS:

Description	Performance Objective (availability in each 90 day period)
Order lodgement (submission received to Acknowledgement sent) related to the NNI Product Component	99.00%

- (b) The Performance Objective in section 5.1(a) will be measured based on the availability of the NBN Co Platform Interfacing Service to all NBN Co customers to perform the relevant Key Business Transaction in each 90 day period referred to in section 5.2(d).

5.2 Measuring NBN Co Platform Interfacing Service availability

For the purposes of measuring the Performance Objective set out in section 5.1(a), "availability" is calculated as follows:

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

Where, for the purposes of this section 5.2:

- (a) **Measurement Period** means the aggregate of the total number of minutes which NBN Co has agreed to supply the NBN Co Platform Interfacing Service to all NBN Co customers during each 90 day period referred to in section 5.2(d).
- (b) **Unavailable Time** means:
- (i) the sum of all Unavailable Periods in the Measurement Period; less
 - (ii) any time during which:
 - (A) the NBN Co Platform Interfacing Service is non-operational in respect of the Key Business Transaction due to any event or matter excluded under section 9; or
 - (B) a Planned Outage has been implemented.
- (c) **Unavailable Period** means, in respect of a Key Business Transaction Performance Objective, each period:
- (i) beginning when the NBN Co Platform Interfacing Service fails to respond to any two consecutive transactions submitted by any NBN Co customer(s); and
 - (ii) ending when the NBN Co Platform Interfacing Service responds to a transaction submitted by any NBN Co customer.

- (d) On request by Customer, **nbn** will calculate and report the availability of the NBN Co Platform Interfacing Service to perform relevant Key Business Transactions over the 90 day period ending at the end of the month before that request is made.

5.3 Performance Objective for NBN Co Service Portal availability

- (a) NBN Co will aim to achieve a Performance Objective of 99.00% availability for the NBN Co Service Portal in each 90 day period.
- (b) The Performance Objective in section 5.3(a) will be measured based on the availability of the NBN Co Service Portal to all NBN Co customers in each 90 day period referred to in section 5.4(d).

5.4 Measuring NBN Co Service Portal availability

For the purposes of measuring the Performance Objective set out in in section 5.3(a), “availability” is calculated as follows:

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

Where, for the purposes of this section 5.4:

- (a) **Measurement Period** means the aggregate of the total number of minutes which NBN Co has agreed to supply the NBN Co Service Portal to all NBN Co customers during each 90 day period referred to in section 5.4(d).
- (b) **Unavailable Time** means:
 - (i) the sum of all Unavailable Periods in the Measurement Period; less
 - (ii) any time during which:
 - (A) the NBN Co Service Portal is non-operational due to any event or matter excluded under section 9; or
 - (B) a Planned Outage has been implemented.
- (c) **Unavailable Period** means each period:
 - (i) beginning when any NBN Co customer is unable to access the NBN Co Service Portal using valid login details; and
 - (ii) ending when any NBN Co customer is able to access the NBN Co Service Portal.
- (d) On request by Customer, **nbn** will calculate and report the availability of the NBN Co Service Portal over the 90 day period ending at the end of the month before that request is made.

*Section 6 sets out the Service Levels that **nbn** offers for disconnections.*

6. Disconnections

6.1 Service Levels for Access Component Disconnections

The Service Levels for Access Component Disconnections are:

Activity	Service Level (Business Days)
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Part A: Service Levels

Order received on a Business Day	5
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Part B: Corrective Action

7. Corrective Action

7.1 Corrective Action

- (a) Subject to section 7.2, if NBN Co does not achieve a Service Level or Performance Objective, then as soon as reasonably practicable following a request by Customer, NBN Co will take Corrective Action.
- (b) Where Customer has notified NBN Co of a non-achievement under section 7.1(a), NBN Co will:
 - (i) inform Customer of the reasons for that non-achievement;
 - (ii) inform Customer of the relevant Corrective Action that NBN Co will undertake to address the non-achievement; and
 - (iii) notify Customer as soon as reasonably practicable after Corrective Action is taken by NBN Co.

7.2 Conditions

NBN Co is not required to provide the information set out above or undertake any Corrective Action if NBN Co 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

8. Interpretation

8.1 Service Levels apply in Operational Hours

- (a) All references to time in this CSAS Service Levels Schedule are calculated by reference to Operational Hours.
- (b) Unless specified otherwise in the table below, Operational Hours are 0800 to 1700 local time on Business Days where the relevant Activity is occurring.

Service Level	Operational Hours
CSAS Service Fault Rectification Traffic Class operations NBN Co Platform Interfacing Service Availability	24 hours a day
Activations Modifications Disconnections	0800 to 1700 local time on Business Days where the relevant Activity is occurring

- (c) Unless specified otherwise, measurement of NBN Co's performance:
- (i) starts:
- (A) during Operational Hours, immediately; and
- (B) outside of Operational Hours, at the start of the next Operational Hour, after Order Acknowledgement, Trouble Ticket is raised, or Trouble Ticket Acknowledgement (as applicable); and
- (ii) ends at the time at which NBN Co notifies Customer (by any means permitted under this Agreement or the [CSAS Operations Manual](#)) that NBN Co has successfully completed the relevant work, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement.
- (d) If:
- (i) a 'Pending' Status is applied to any order or Trouble Ticket;
- (ii) a 'Held' Status is applied to any order or Trouble Ticket due to a matter beyond NBN Co's control; or
- (iii) a 'Resolved' Status is applied to any Trouble Ticket;
- measurement of NBN Co's performance will be suspended for the period that matter causes or contributes to that status.

8.2 Calculating time

(a) Unless otherwise specified:

If the period of time is expressed to:	then the period of time:
occur within a number of Business Days	<ul style="list-style-type: none"> • ends at the end of the last Operational Hour on the last of those Business Days; and • excludes the day on which the relevant order is placed or Trouble Ticket is raised.
occur between 2 days	includes both days.
begin from a specified day or hour	does not include that particular day or hour (as the case may be).

(b) For the purposes of calculating the Business Day on which NBN Co completes an Activity, if NBN Co completes an Activity outside of Operational Hours, the Activity is deemed to have been completed during the immediately preceding Operational Hour.

8.3 Pro Rata measurement

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

9. Exclusions

- (a) The sole consequence of a failure of NBN Co to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this CSAS Service Levels Schedule and a failure to achieve a Service Level or a Performance Objective will not be regarded as a breach of the Agreement.
- (b) Service Levels and Performance Objectives do not apply for the period and/or to the extent that NBN Co's ability to achieve a Service Level or Performance Objective is adversely affected by an Excluded Event, a Customer Event, inaccuracy, incompleteness, inadequacy in performance or unavailability of Customer information, inability of NBN Co or its Personnel to gain access to a location necessary to perform works, any matter, thing, event or circumstance that is not within NBN Co's reasonable control, or where this Agreement otherwise provides that NBN Co does not have an obligation to perform in accordance with the Service Levels or Performance Objectives.