

Service Levels Schedule

nbn[™] Smart Places Product Module

Wholesale Broadband Agreement





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Version	Description	Effective Date
4.0	First version nbn™ Smart Places	Later of nbn™ Smart Places Commercial Launch Date and the Execution Date

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Environment

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

Introduction

This document describes the Service Levels and Performance Objectives that apply to the **nbn**[™] Smart Places Product.

The Service Levels are arranged in this **nbn**[™] Smart Places Service Levels Schedule to replicate the end user lifecycle experience: connections, appointments, activations, fault rectification, modifications and disconnections. It also includes Performance Objectives regarding availability and utilisation management, which are relevant across the end user lifecycle experience.

Failure to achieve a Service Level or a Performance Objective may give rise to consequences, such as an obligation on **nbn** to provide rebates.

This document forms part of the **nbn**[™] Smart Places Product Module.

Roadmap

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

Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved (End User Connections, Smart Places Co-ordinated Appointments, End User Fault rectification, Enhanced Fault rectification and Trouble Ticket Appointments). Failure to achieve a Service Level is not a breach of this Agreement.

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Part B sets out **nbn**'s measurement, monitoring and reporting obligations.

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Part C: Interpretation and Exclusions

Part C contains the rules of interpretation and exclusions which apply to this **nbn**TM Smart Places Service Levels Schedule.

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Part A: Service Levels

Section 1 sets out the Service Levels and Connection Rebate that **nbn** offers for End User Connections. See section 11 for rules of interpretation that apply to these Service Levels.

1. End User Connections

1.1 Service Levels for End User Connections

- (a) The Service Levels for End User Connections for **nbn**TM Smart Places from the time of Order Acknowledgement, depending on whether an **nbn** Installation is requested to complete the Connect Order, are:

	Location of Smart Location and Service Level (Business Days)		
	Urban Area	Major Rural Area or Minor Rural Area	Remote Area
nbn Installation requested*	9	14	19
No nbn Installation requested	1	1	1

* **Note:** This Service Level applies to any End User Connection in respect of which RSP has reserved a Smart Places Co-ordinated Appointment, irrespective of whether an **nbn** Installation is ultimately required to complete the End User Connection.

1.2 Conditions

- (a) The Service Levels for End User Connections do not apply where RSP has failed to comply with the order process set out in Module 4 of the **nbn**TM Smart Places Operations Manual.
- (b) The Service Levels for End User Connections are the Service Levels that apply at the time of Order Acknowledgement of the relevant Connect Order.

1.3 Connection Rebate

- (a) **nbn** will provide RSP with a Connection Rebate for each End User Connection for an **nbn**TM Smart Places Ordered Product performed by **nbn**, which **nbn** fails to perform in accordance with the applicable Service Level.
- (b) The amount of each Connection Rebate will be \$7.50 per Rebate Day, capped at a maximum of 30 Rebate Days.
- (c) **nbn** will pay Connection Rebates (if any) to RSP by applying them to the RSP Billing Account in accordance with section 8.2 of the [nbnTM Smart Places Operations Manual](#).
- (d) RSP must take reasonable steps to ensure that, for each Connection Rebate provided to RSP under this section 1.3, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Connection Rebate.

*Section 2 sets out the Service Level and Rebate that **nbn** offers for Smart Places Co-ordinated Appointments. See section 11 for rules of interpretation that apply to this Service Level.*

2. Smart Places Co-ordinated Appointments

2.1 Service Level for Smart Places Co-ordinated Appointments

The Service Level for Smart Places Co-ordinated Appointments to attend a Smart Location made by RSP and confirmed by **nbn** for End User Connections is:

Appointment window	Service Level
Attend a Smart Location within a 1 hour period	Attend Smart Location during that period or within 15 minutes thereafter

2.2 Conditions

- (a) **nbn** may change the Appointment window for any Smart Places Co-ordinated Appointment:
- (i) by giving RSP at least 26 hours' notice; or
 - (ii) by obtaining the agreement of the Appointment Representative, prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.
- (b) For the purposes of this section 2, the term "rescheduled" means a Smart Places Co-ordinated Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Smart Location within the Service Level, but does not include a Smart Places Co-ordinated Appointment that is:
- (i) changed as permitted under section 2.2(a); or
 - (ii) rescheduled due to circumstances beyond **nbn's** reasonable control, including where **nbn's** failure or inability to attend a Smart Places Co-ordinated Appointment is caused or contributed to by RSP, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Level in this section 2 does not apply where the Appointment Representative was not at the Smart Location for the initial Smart Places Co-ordinated Appointment.

2.3 Smart Places Co-ordinated Appointment Rebate

- (a) **nbn** will provide RSP with a Smart Places Co-ordinated Appointment Rebate in respect of each Smart Places Co-ordinated Appointment that is made by RSP and confirmed by **nbn**, which **nbn** does not attend in accordance with the applicable Service Level.
- (b) The amount of a Smart Places Co-ordinated Appointment Rebate under section 2.3(a) will be equal to the Charge for the relevant Smart Places Co-ordinated Appointment.
- (c) **nbn** will provide the Smart Places Co-ordinated Appointment Rebate by omitting or listing as not payable the Smart Places Co-ordinated Appointment Charge in RSP's invoice.

*Section 3 sets out the Service Levels that **nbn** offers in relation to its Trouble Ticket Management processes.*

3. Trouble Ticket Management

3.1 Service Levels for Trouble Ticket management

- (a) The Service Level to send either an Accepted Notification or a More Information Required Notification is 2 hours from the time of Trouble Ticket Acknowledgement.
- (b) The Service Level to confirm whether or not RSP has fully complied with a More Information Required Notification is 2 hours from the time RSP notifies **nbn** that RSP believes it has complied with that More Information Required Notification.
- (c) The Service Level to respond to a “No – Trouble Ticket is Not Resolved Notification” is 2 hours from the time **nbn** receives that “No – Trouble Ticket is Not Resolved Notification”.

3.2 Conditions

- (a) The Service Levels in this section 3 do not apply in respect of Enhanced Fault rectifications.
- (b) Section 11.1(d) does not apply to the Service Levels in this section 3.

*Section 4 sets out the Service Levels and Service Fault Rebates that **nbn** offers for End User Fault rectification (other than Enhanced Fault rectification). See section 11 for rules of interpretation that apply to these Service Levels.*

4. Service Fault rectification

4.1 Service Levels for End User Fault rectification

The Service Levels for rectification of End User Faults from the time of Trouble Ticket Acceptance are:

Location of Smart Location	End User Fault rectification Service Level
Urban Area and other locations where End User Fault does not require external or internal plant work or nbn attendance at Smart Location	5:00pm next Business Day
Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or nbn attendance at Smart Location	5:00pm second Business Day
Remote Area where End User Fault requires external or internal plant work or nbn attendance at Smart Location	5:00pm third Business Day

4.2 Service Fault Rebate

- (a) **nbn** will provide RSP with a Service Fault Rebate for each End User Fault affecting an **nbn**™ Smart Places Ordered Product (except Enhanced Faults) rectified by **nbn**, which **nbn** fails to rectify in accordance with the applicable Service Level.
- (b) Subject to sections 4.2(c) to 4.2(d), the amount of each Service Fault Rebate will be \$15 per Rebate Day, capped at a maximum of 60 Rebate Days.

- (c) In addition to Enhanced Faults (which are excluded under section 4.2(a)), Service Fault Rebates do not apply to End User Faults which are closed on the basis that they are External Faults, or End User Faults to which Service Levels do not apply in accordance with this **nbn**TM Smart Places Service Levels Schedule, including section 4.3.
- (d) **nbn** will not be liable to provide a Service Fault Rebate to RSP in respect of an End User Fault if RSP does not submit a Trouble Ticket in respect of that End User Fault.
- (e) **nbn** will pay the Service Fault Rebates (if any) to RSP by applying them to the RSP Billing Account in accordance with section 8.2 of the **nbn**TM Smart Places Operations Manual.
- (f) RSP must take reasonable steps to ensure that, for each Service Fault Rebate provided to RSP under this section 4.2, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Service Fault Rebate.

4.3 Conditions

- (a) The Service Levels do not apply to End User Faults caused by use of an Ordered Product which breaches the [nbnTM Smart Places Fair Use Policy](#).
- (b) The Service Levels for End User Faults do not apply if RSP does not use the correct notification procedure in accordance with Module 5 of the [nbnTM Smart Places Operations Manual](#).
- (c) The Service Levels for End User Fault rectification are the Service Levels that apply at the time of the relevant Trouble Ticket Acceptance.

*Section 5 sets out the Service Levels that **nbn** offers for Enhanced Fault rectification. See section 11 for rules of interpretation that apply to these Service Levels.*

5. Enhanced Fault rectification

5.1 Service Levels for Enhanced Fault rectification

The Service Levels for rectification of Enhanced Faults from the time of Trouble Ticket Acknowledgement are:

Enhanced Fault Rectification Service option	Enhanced Fault rectification Service Levels by location of Smart Location (hours)*		
	Urban Area / Major Rural Area, Minor Rural Area and Remote Area where the Enhanced Fault does not require external or internal plant work or nbn attendance at Smart Location	Major Rural Area and Minor Rural Area where the Enhanced Fault requires external or internal plant work or nbn attendance at Smart Location	Remote Area where the Enhanced Fault requires external or internal plant work or nbn attendance at Smart Location
Enhanced-8	8	22	36
Enhanced-8 (24/7)	8	22	36
Enhanced-12	12	26	40
Enhanced-12 (24/7)	12	26	40

* **Note:** The Service Levels above are each calculated by reference to the Operational Hours that apply to the relevant Enhanced Fault Rectification Service option. Part E explains how Operational Hours are calculated.

5.2 Calculation of the Enhanced Fault Rectification Rebate

Subject to section 5.3, where **nbn** supplies RSP with an Enhanced Fault Rectification Service in respect of an Ordered Product, for each occasion on which **nbn** does not achieve an Enhanced Fault rectification Service Level in respect of that Ordered Product, **nbn** will provide RSP with an Enhanced Fault Rectification Rebate, as follows:

Enhanced Fault Rectification Service option	Rebate amount	
	nbn is less than 1 hour in excess of the applicable Service Level	nbn is 1 hour or more in excess of the applicable Service Level
Enhanced-8	\$25.00	\$100.00
Enhanced-8 (24/7)	\$55.00	\$130.00
Enhanced-12	\$15.00	\$90.00
Enhanced-12 (24/7)	\$40.00	\$115.00

Note: The Commercial Rebate amounts in the middle column and the last column of this table are non-cumulative. If **nbn** exceeds an Enhanced Fault rectification Service Level by more than 1 hour, the applicable Enhanced Fault Rectification Rebate amount will be the relevant amount in the last column only.

5.3 Conditions

- The amount that **nbn** will pay in Enhanced Fault Rectification Rebates for an Ordered Product is capped in each Billing Period at \$150.00.
- nbn** will pay the Enhanced Fault Rectification Rebate (if any) to RSP by applying it to the RSP Billing Account in accordance with section 8.2 of the **nbn**™ Smart Places Operations Manual.
- RSP must take reasonable steps to ensure that, for each Enhanced Fault Rectification Rebate provided to RSP under this section 5, the relevant Affected End User receives a fair value benefit (in monetary or other form) of that Enhanced Fault Rectification Rebate.

*Section 6 sets out the Service Level and Missed Trouble Ticket Appointment Rebate that **nbn** offers for Trouble Ticket Appointments. See section 11 for rules of interpretation that apply to this Service Level.*

6. Trouble Ticket Appointments

6.1 Service Levels for kept Trouble Ticket Appointments

The Service Level for Actual Trouble Ticket Appointments to attend a Smart Location made by RSP and confirmed by **nbn** for rectification of End User Faults (including Enhanced Faults) is:

Appointment window	Service Level
Attend a Smart Location within a 4 hour period	Attend Smart Location within the period or within 15 minutes thereafter

6.2 Conditions

- nbn** may change the Appointment window for any Trouble Ticket Appointment:

- (i) by giving RSP more than 26 hours' notice; or
- (ii) by obtaining the agreement of the Appointment Representative

prior to the commencement of the Appointment window. The Service Levels will then only apply to the changed Appointment window.

- (b) For the purposes of this section 6, the term "rescheduled" means a Trouble Ticket Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Smart Location within the Service Levels but does not include a Trouble Ticket Appointment where the Appointment window is:
 - (i) changed as permitted under section 6.2(a); or
 - (ii) rescheduled due to circumstances beyond **nbn**'s reasonable control, including where **nbn**'s failure or inability to attend a Trouble Ticket Appointment is caused or contributed to by RSP, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Levels in this section 6 do not apply where the Appointment Representative was not at the Smart Location for the initial Trouble Ticket Appointment.

6.3 Missed Trouble Ticket Appointment Rebate

- (a) **nbn** will provide a Missed Trouble Ticket Appointment Rebate to RSP in respect of each Actual Trouble Ticket Appointment that is made by RSP and confirmed by **nbn**, which **nbn** does not attend in accordance with the applicable Service Level.
- (b) Subject to section 6.3(c), the amount of each Missed Trouble Ticket Appointment Rebate will be as follows:
 - (i) \$50 for each First Missed Trouble Ticket Appointment; and
 - (ii) \$75 for each Subsequent Missed Trouble Ticket Appointment,

where:

Missed Trouble Ticket Appointment means an Actual Trouble Ticket Appointment that **nbn** does not attend in accordance with the applicable Service Level;

First Missed Trouble Ticket Appointment means a Missed Trouble Ticket Appointment in respect of a Trouble Ticket for which there has been no previous Missed Trouble Ticket Appointment; and

Subsequent Missed Trouble Ticket Appointment means a Missed Trouble Ticket Appointment in respect of a Trouble Ticket for which there has been one or more previous Missed Trouble Ticket Appointments.

- (c) The amount of any Missed Trouble Ticket Appointment Rebate will be reduced by 50% if:
 - (i) **nbn** attends the relevant Smart Location on the day of the relevant Actual Trouble Ticket Appointment; and
 - (ii) the Appointment Representative consents (either prior to, or at the time of, **nbn**'s attendance) to **nbn** performing fault rectification activities at a time other than the required time under the Service Level for the Trouble Ticket Appointment.
- (d) **nbn** will pay Missed Trouble Ticket Appointment Rebates (if any) by applying them to the RSP Billing Account in accordance with section 8.2 of the [nbn™ Smart Places Operations Manual](#).

- (e) RSP must take reasonable steps to ensure that, for each Missed Trouble Ticket Appointment Rebate provided to RSP under this section 6.3, an equal amount is paid or credited to the relevant Affected End User.

*Section 7 sets out the Service Levels that **nbn** offers for modifications. See section 11 for rules of interpretation that apply to these Service Levels.*

7. Modifications

7.1 Service Levels for Access Component Modifications

The Service Level for Access Component Modifications that do not require attendance at the Smart Location from the time of Order Acknowledgement is:

Activity	Service Level (Operational Hours)
Access Component Modification (no attendance at Smart Location required)	4

*Section 8 sets out the Service Level that **nbn** offers for disconnections. See section 11 for rules of interpretation that apply to this Service Level.*

8. Disconnections

8.1 Service Levels for Access Component Disconnections

The Service Level for Access Component Disconnections from the time of Order Acknowledgement is:

Activity	Service Level (Business Days)
Order received on a Business Day	Completed by the end of the following Business Day

*Section 9 sets out the Performance Objectives that **nbn** offers for Network Availability and utilisation management. See section 11 for rules of interpretation that apply to these Performance Objectives.*

9. Network performance and availability

9.1 Performance Objective for Network availability

nbnTM Smart Places ordered products are “relevant ordered products” for the purpose of the Network Availability Performance Objective under the **nbn**TM Ethernet Service Levels Schedule and, accordingly, the measurement of that Network Availability Performance Objective will have regard to the supply of **nbn**TM Smart Places ordered products.

9.2 Performance Objectives for Utilisation Management

- (a) Where AVC TC-4s are supplied in a contended manner on parts of **nbn**’s transit backhaul network for the Fibre Network (the **Shared Network Resources**), **nbn** will dimension the average busy hour throughput of the Shared Network Resources at a minimum of:
 - (i) 350 kbps per AVC TC-4 (PIR) for the following AVC TC-4 bandwidth profiles together:

- (A) 25/10 Mbps;
 - (B) 50/20 Mbps; and
 - (C) 100/40 Mbps; and
- (ii) 2 Mbps per AVC TC-4 for the following AVC TC-4 bandwidth profiles together:
- (A) 250/100 Mbps;
 - (B) 500/200 Mbps; and
 - (C) 1000/400 Mbps.
- (b) If **nbn** considers that:
- (i) more than 70% of a Shared Network Resource is being or has been utilised for a continuous period of 30 minutes or more on 3 or more separate occasions during any fixed 21 day period (**Utilisation Threshold**); and
 - (ii) the excess utilisation is not due to one-off network events (such as fail-over to a reduced capacity secondary link) or breach of the [nbn™ Smart Places Fair Use Policy](#),

nbn will aim to return the utilisation of the relevant Shared Network Resource to a level at or below the Utilisation Threshold within 15 Business Days (**Utilisation Management Performance Objective**).

9.3 Conditions for Utilisation Management Performance Objective

- (a) The Utilisation Management Performance Objective only applies in relation to Shared Network Resources.
- (b) **nbn** will not be required to take any action to achieve the Utilisation Management Performance Objective in relation to any transit backhaul networks other than **nbn**'s transit backhaul network.

Part B: Measurement

10. Measurement

10.1 Measurement and monitoring

nbn will measure and monitor its performance, and produce reports based on that information, in relation to each Activity and Network Availability (**Performance Reports**).

10.2 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.

10.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on **nbn**'s performance of:
 - (i) the Activities in each month, by 10 Business Days after the end of the month;
 - (ii) the Activities in each Quarter, on or about 20 Business Days after the end of the Quarter; and
 - (iii) Network Availability on or about 20 Business Days after the end of each Quarter for the 12 month period ending at the end of the relevant Quarter.
- (b) **nbn** may, from time to time, include additional information about **nbn**'s performance in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

10.4 Data Enquiries

- (a) RSP may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact):
 - (i) regarding a Performance Report within 6 months after the end of the period to which the Performance Report applies; or
 - (ii) requesting additional performance reporting about an order or Trouble Ticket as permitted under paragraph (b) of the definition of 'Data Enquiry', within 6 months of that order or Trouble Ticket being finalised.

Part B: Measurement

- (b) **nbn** must use reasonable endeavours to respond to a Data Enquiry within a reasonable time after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

Part C: Interpretation and Exclusions

11. Interpretation

11.1 Service Levels and Performance Objectives apply in Operational Hours

- (a) All references to time in this **nbn**TM Smart Places 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
Network Availability Utilisation management under section 9.2 Enhanced-12 (24/7) Enhanced-8 (24/7)	24 hours a day
Attendance at a Smart Location for a Smart Places Co-ordinated Appointment	0800 to 1700 local time on Business Days at the Smart Location to which the Smart Places Co-ordinated Appointment relates
Attendance at a Smart Location for a Smart Places Co-ordinated Appointment (After Hours) [^]	<ul style="list-style-type: none"> 2100 to 0700 local time on Business Days; and 0800 to 1700 or 2100 to 0700 local time on days other than Business Days, at the Smart Location to which the Smart Places Co-ordinated Appointment relates.
Enhanced-12 Enhanced-8	0700 to 2100 local time at the Smart Location to which the Trouble Ticket relates
Attendance at a Smart Location for a Trouble Ticket Appointment confirmed by nbn for a Saturday	0800 to 1700 local time on that Saturday where the Trouble Ticket Appointment is occurring

[^] *Smart Places Co-ordinated Appointments (After Hours) will not be available at launch. **nbn** will notify RSP when Smart Places Co-ordinated Appointments (After Hours) are available.*

- (c) Unless specified otherwise, measurement of **nbn**'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 Acknowledgement or Trouble Ticket Acceptance (as applicable); and
- (ii) ends at the time at which:
- (A) **nbn** notifies RSP (by any means permitted under this Agreement) that **nbn** has responded, successfully completed the relevant work, or rejects or cancels the order or Trouble Ticket in accordance with this Agreement; or
- (B) RSP cancels the order or Trouble Ticket.

- (d) Subject to section 3.2, 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 a matter beyond **nbn's** control;
 - (iii) a 'Held' Status is applied to any order or Trouble Ticket due to **nbn** needing to do either of the following to perform the relevant Activity due to the nature of the Smart Location:
 - (A) use equipment not ordinarily carried by **nbn** Personnel, such as an elevated work platform; or
 - (B) engage subcontractors not ordinarily engaged by **nbn** in performing an Activity of that nature, such as security guard subcontractors; or
 - (iv) a 'Resolved' Status is applied to any Trouble Ticket,
- measurement of **nbn's** performance, and the accrual of any Commercial Rebates, will be suspended for the period that matter causes or contributes to that status.

11.2 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
begin from a specified day or hour	excludes that particular day or hour (as the case may be).
end, for a Service Fault, upon rectification	ends when nbn first sends RSP a Closed Notification

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

11.3 Calculating Service Level achievement

- (a) **nbn's** performance of each Daily Measured Activity will be calculated in accordance with the following formula:

$$\text{Performance} = \text{Target Operational Hours} - \text{Actual Operational Hours}$$

Where:

- (i) Daily Measured Activity means any of:
 - (A) an Activity that is subject to a Service Level in relation to which a Commercial Rebate accrues on a Rebate Day basis; and
 - (B) an Activity notified from time to time by **nbn** as being a Daily Measured Activity.

- (ii) **Target Operational Hours** means the total number of Operational Hours permitted under the Service Level, plus the total number of any Operational Hours excluded under section 11.2; and
 - (iii) **Actual Operational Hours** means the total number of Operational Hours taken to perform the relevant Activity as calculated from the time that measurement starts under section 11.1(c)(i) until measurement ends under sections 11.1(c)(ii) and 11.2 (as applicable), less any time that is excluded under sections 11.1(d) or 12 (as applicable).
- (b) If Performance under section 11.3(a) is:
- (i) zero or a positive number, **nbn** will have met the relevant Service Level; or
 - (ii) a negative number, **nbn** will not have met the relevant Service Level.

11.4 Rebate Day Calculation

For the purposes of calculating any Commercial Rebate that accrues on a Rebate Day basis:

- (a) subject to section 11.4(b), Rebate Days will be calculated in accordance with the following formula:

$\text{Rebate Days} = \frac{\text{Excess Operational Hours}}{\text{Operational Hour Allocation}}$

Where:

Excess Operational Hours means the Performance calculated under section 11.3, expressed as a positive number; and

Operational Hour Allocation means the number of Operational Hours available in each day or Business Day (as applicable) for the relevant Activity, as specified under section 11.1(b); and

- (b) any partial Rebate Days will be rounded up to a full Rebate Day.

For example: If the Excess Operational Hours for a Service Fault rectification = 19, and the number of Operational Hours per Business Day for Service Fault rectifications = 9, the Rebate Days will be 3 (19 / 9 = 2.1, rounded up to 3).

11.5 Pro Rata measurement

If the Commercial Launch Date occurs, this Agreement is varied to include this Smart Places Product Module, or this Agreement is executed, terminated or expires, part way through a measurement period, the measurement of **nbn**'s performance under this **nbn**TM Smart Places Service Levels Schedule will be pro-rated to reflect that shorter period.

12. Exclusions

- (a) The sole consequence of a failure of **nbn** to achieve a Service Level or Performance Objective will be the consequence (if any) specified in this **nbn**TM Smart Places 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, and Commercial Rebates do not accrue, for the period and to the extent that:

- (i) this Agreement provides that **nbn** does not have an obligation to perform in accordance with the Service Levels and Performance Objectives;
 - (ii) this Agreement provides that the relevant Commercial Rebate does not accrue; or
 - (iii) **nbn**'s ability to perform a relevant Activity is adversely affected by an Excluded Event or an RSP Event.
- (c) Without limiting section 12(b), Service Levels and Performance Objectives do not apply, and Commercial Rebates do not accrue, for the period and to the extent that **nbn**'s ability to perform a relevant Activity is adversely affected by:
- (i) any inability of **nbn** or its Personnel to gain access to a location or equipment necessary to perform works;
 - (ii) a failure by the Appointment Representative to be in attendance at the Smart Location if a site visit is required;
 - (iii) any act or omission of an End User (or any of their respective Personnel) in connection with installing, moving, removing or altering any **nbn**TM Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;
 - (iv) the time taken to obtain a Government Agency approval, permit or licence; or
 - (v) the time taken for an electricity company or utility to perform any works or provide any other inputs, including as part of any design process conducted in conjunction with **nbn**.
- (d) Without limiting section 12(b), where RSP selects an Appointment in respect of an order or Trouble Ticket that is not the earliest available appointment for that order or Trouble Ticket (as applicable), Service Levels and Performance Objectives do not apply for the period from the earliest available Appointment until the time of the Appointment selected by RSP.