

Service Levels Schedule

nbn[®] Platform Interfacing Service 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

nbn[®] Platform Interfacing Service Module

Wholesale Broadband Agreement

| Version | Description | Effective Date |
|---------|-------------------------------|-----------------|
| 5.0 | First issued version of WBA 5 | 1 December 2023 |

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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 **nbn**® Platform Interfacing Service.

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

This document also includes Operational Targets which are aspirational and do not give rise to Corrective Action.

This document forms part of the **nbn**® Platform Interfacing Service 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 C if it does not meet a Performance Objective.

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Part B: Operational Targets

Part B contains **nbn**'s aspirational Operational Targets, which may be developed into Performance Objectives in the future. These Operational Targets are non-binding.

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Part C: Measurement and Corrective Action

Part C 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 D: Interpretation and Exclusions

Part D contains the rules of interpretation and exclusions which apply to this [Service Levels Schedule for the **nbn**® Platform Interfacing Service](#).

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Part A: Performance Objectives

Section 1 sets out the Performance Objectives that **nbn** offers for **nbn**[®] Platform Interfacing Service availability and **nbn**[®] Service Portal availability. See section 5 for rules of interpretation that apply to this Performance Objective.

1. **nbn**[®] Platform Interfacing Service availability

1.1 Performance Objectives for **nbn**[®] Platform Interfacing Service availability

- (a) **nbn** will aim to achieve the following Performance Objectives for availability of the **nbn**[®] Platform Interfacing Service in respect of Key Business Transactions for **nbn**[®] Ethernet (Fibre), **nbn**[®] Ethernet (FTTB), **nbn**[®] Ethernet (FTTN), **nbn**[®] Ethernet (FTTC), **nbn**[®] Ethernet (HFC), **nbn**[®] Ethernet (Wireless) and **nbn**[®] Ethernet (Satellite):

| Description | Performance Objective (availability in each month) |
|--|--|
| Address Enquiry | 99.00% |
| Single Site Qualification Enquiry | 99.00% |
| Appointment availability enquiry | 99.00% |
| Appointment lodgement (submission received to Reserved notification sent) | 99.00% |
| Order lodgement (submission received to Acknowledgement sent) | 99.00% |
| Service Restoration Trouble Ticket (submission received to Acknowledgement sent) | 99.00% |
| Product Inventory enquiry | 99.00% |
| Service Health Summary Enquiry (submission received to Acknowledgement sent) | 98.00% |
| Diagnostics enquiry (submission received to Acknowledgement sent) | 98.00% |

- (b) Each of the Performance Objectives in section 1.1(a) will be measured based on the availability of the **nbn**[®] Platform Interfacing Service to all of **nbn**'s retail service providers to perform the relevant Key Business Transaction in each month.

1.2 Measuring **nbn**[®] Platform Interfacing Service Performance Objectives

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

$$\frac{(\text{Total Transactions} - \text{Failed Transactions})}{\text{Total Transactions}} \times 100$$

Where, for the purposes of this section 1.2:

Total Transactions means the total number of the relevant transaction type which **nbn** has received to the **nbn**[®] Platform Interfacing Service from all of **nbn**'s retail service providers during the relevant month.

Failed Transactions means the sum of all transactions counted as part of the Total Transactions which are unsuccessful due to a Service Fault affecting the **nbn**[®] Platform Interfacing Service, excluding any transactions which are unsuccessful during any period when:

- (i) the **nbn**[®] Platform Interfacing Service is non-operational in respect of the Key Business Transaction due to any event or matter excluded under section 6; or
- (ii) a Planned Outage has been implemented.

1.3 Performance Objective for **nbn**[®] Service Portal and **nbn**[®] API Gateway availability

- (a) **nbn** will aim to achieve a Performance Objective of 99.00% availability for the **nbn**[®] Service Portal in each month.
- (b) **nbn** will aim to achieve a Performance Objective of 99.00% availability for the **nbn**[®] API Gateway in each month.
- (c) The Performance Objectives in each of sections 1.3(a) and 1.3(b) will be measured based on the availability of the **nbn**[®] Service Portal and **nbn** API Gateway (as applicable) to all of **nbn**'s retail service providers in each month.

1.4 Measuring **nbn**[®] Service Portal availability

For the purposes of measuring the Performance Objective set out in section 1.3(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 1.4:

Measurement Period means the aggregate of the total number of minutes which **nbn** has agreed to supply the **nbn**[®] Service Portal 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 **nbn**[®] Service Portal is non-operational due to any event or matter excluded under section 6; or
 - (B) a Planned Outage has been implemented.

Unavailable Period means each period:

- (i) beginning when any **nbn** retail service provider is unable to access the **nbn**[®] Service Portal using valid login details; and
- (ii) ending when any **nbn** retail service provider is able to access the **nbn**[®] Service Portal.

1.5 Measuring **nbn**[®] API Gateway availability

For the purposes of measuring the Performance Objective set out in section 1.3(b), “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 1.5:

Measurement Period means the aggregate of the total number of minutes which **nbn** has agreed to provide access to the **nbn**[®] API Gateway 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 **nbn**[®] API Gateway is non-operational in respect of any of the Key Business Transactions due to any event or matter excluded under section 6; or
 - (B) a Planned Outage has been implemented.

Unavailable Period means each period:

- (i) beginning when the **nbn**[®] API Gateway fails to respond to any two consecutive transactions submitted by any **nbn** retail service provider(s); and
- (ii) ending when the **nbn**[®] API Gateway successfully responds to a transaction submitted by any **nbn** retail service provider.

Part B: Operational Targets

*This section 2 sets out the Operational Targets that **nbn** has set in relation to B2B Access response times.*

2. Operational Targets

The Operational Targets are non-binding and aspirational. They may be developed into Performance Objectives in the future.

2.1 B2B Access response times

nbn's Operational Targets for B2B Access business transaction response times between ingress and egress from the **nbn**[®] API Gateway are:

| Transaction description | Operational Target | |
|--|--------------------|----------------|
| | Average | 95% Percentile |
| Address Enquiry | 3 seconds | 6 seconds |
| Single Site Qualification Enquiry | 5 seconds | 10 seconds |
| Appointment availability enquiry | 5 seconds | 10 seconds |
| Appointment reservation | 5 seconds | 10 seconds |
| Order lodgement (submission received to Acknowledgement sent) | 6 seconds | 11 seconds |
| Service Restoration Trouble Ticket lodgement (submission received to Acknowledgement sent) | 6 seconds | 11 seconds |
| Service Restoration Trouble Ticket lodgement (Acknowledgement sent to Rejection sent) | 100 seconds | 130 seconds |
| Product Inventory enquiry | 5 seconds | 10 seconds |
| Service Health Summary Enquiry (submission received to Acknowledgement sent) | 6 seconds | 11 seconds |
| Diagnostics enquiry (submission received to Acknowledgement sent) | 6 seconds | 11 seconds |

2.2 Measurement of Operational Targets

Operational Targets related to the performance of the **nbn**[®] Platform Interfacing Service do not apply for the period and to the extent that **nbn** has deprioritised, delayed or limited the processing of, and response to, Monitored Transactions in accordance with the [Service Description for the **nbn**[®] Platform Interfacing Service](#).

Part C: Measurement and Corrective Action

3. Measurement

3.1 Measurement and monitoring

nbn will measure and monitor its performance, and produce reports based on that information, in relation to **nbn**[®] Platform Interfacing Service availability and the Operational Targets for B2B Access (**Performance Reports**).

3.2 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.

3.3 Reporting

- (a) **nbn** will provide a Performance Report to RSP on **nbn**'s compliance with the Performance Objectives and Operational Targets in this [Service Levels Schedule for the **nbn**[®] Platform Interfacing Service](#) 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 **nbn**[®] Platform Interfacing Service availability or Operational Targets for B2B Access in its Performance Reports as **nbn**'s measurement and monitoring tools are developed.

3.4 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).

4. Corrective Action

4.1 Corrective Action

- (a) Subject to section 4.2, 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 4.1(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 4.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to RSP under section 3.3.

4.2 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 D: Interpretation and Exclusions

5. Interpretation

5.1 Service Levels apply in Operational Hours

- (a) All references to time in this [Service Levels Schedule for the nbn® Platform Interfacing Service](#) are calculated by reference to Operational Hours.
- (b) Operational Hours are 24 hours a day, seven days a week.

5.2 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 nbn® Platform Interfacing Service](#) will be pro-rated to reflect that shorter period.

6. 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 nbn® Platform Interfacing Service](#) and a failure to achieve a Performance Objective will not be regarded as a breach of the Agreement.
- (b) A failure to meet the Operational Targets will not be regarded as a breach of the Agreement.
- (c) Performance Objectives and Operational Targets 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 or Operational Targets.
- (d) Without limiting section 6(c), Performance Objectives and Operational Targets do not apply for the period and to the extent that **nbn**'s ability to perform in accordance with the Performance Objective or Operational Target is adversely affected by:
 - (i) inaccuracy, incompleteness, inadequacy in performance or unavailability of the FNN/ULL Database;
 - (ii) inability of **nbn** or its Personnel to gain access to a location necessary to perform works; or
 - (iii) an Excluded Event, an RSP Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.