

Service Levels Schedule

nbn[™] Sky Muster[™] Plus Product Module

nbn[™] Sky Muster[™] Plus Interim Agreement



Service Levels Schedule

nbnTM Sky MusterTM Plus Product Module

nbnTM Sky MusterTM Plus Interim Agreement

Version	Description	Effective Date
1.0	First issued version of nbn TM Sky Muster TM Plus Interim Agreement	Execution Date
1.1	Amendments to introduce 25GB+ Plan, unmetered inclusions changes, Data Block and Top-Up	Unmetered inclusions changes: 1 April 2020 All other changes: 15 May 2020

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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**TM Sky MusterTM Plus Product.

The Service Levels and Performance Objectives are arranged in this **nbn**TM Sky MusterTM Plus Service Levels Schedule to replicate 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 take Corrective Action or provide rebates. This document also includes Operational Targets which are aspirational and do not give rise to Corrective Action or rebates.

This document forms part of the **nbn**TM Sky MusterTM Plus Interim Agreement.

Roadmap

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

Part A: Service Levels

Part A describes **nbn**'s Service Levels and Performance Objectives including those that have Commercial Rebates if not achieved. While not achieving a Service Level or 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 A: Service Levels

Section 1 sets out the Service Levels and Performance Objectives that **nbn** offers for End User Connections in relation to **nbn**TM Sky MusterTM Plus. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.

1. End User Connections

1.1 Service Levels for End User Connections

(a) The Service Levels for End User Connections from the time of Order Acknowledgement are:

Service Class	Location of Premises and Service Level (Business Days)				
	Urban Area	Major Rural Area or Minor Rural Area	Remote Area	Isolated Area	Limited Access Area
Service Class 7	N/A	N/A	N/A	N/A	N/A
Service Class 8	20	20	20	35	N/A*
Service Class 9	1	1	1	1	1

* **Note:** An Operational Target applies: see section 11.3.

(b) The Service Levels for Service Transfer Orders from the time of Order Acknowledgement are:

Activity	Service Level (Business Days)
Completion of Service Transfer Order	1

1.2 Performance Objectives

(a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Activity	Performance Objective
End User Connections	90% or more
Service Transfer Orders	95% or more

(b) Each Performance Objective in this section 1.2 is measured based on the total number of End User Connections or Service Transfer Orders (as the case may be) completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

1.3 Conditions

(a) The Service Levels for End User Connections do not apply where Customer has failed to comply with the order process determined by **nbn** from time to time.

(b) Without limiting the application of the rule in section 12.4, the Service Levels for End User Connections are the Service Levels that apply at the time of Order Acknowledgement of the relevant Connect Order.

Section 2 sets out the Service Levels and Performance Objectives that **nbn** offers for End User Connection Appointments. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.

2. End User Connection Appointments

2.1 Service Levels for End User Connection Appointments

The Service Levels for Appointments to attend a Premises made by Customer and confirmed by **nbn** for End User Connections are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter
Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area, Remote Area, Isolated Area or Limited Access Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

2.2 Performance Objectives

(a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Commitment	Performance Objective
Actual Appointments (excluding any initial Actual Appointments that were previously rescheduled) kept in accordance with the Service Levels	90% or more
Initial Actual Appointments rescheduled	5% or less
Initial Actual Appointments that were previously rescheduled kept in accordance with the Service Levels	95% or more

(b) Each Performance Objective in this section 2.2 is measured based on the total number of Actual Appointments kept or rescheduled (as the case may be) for all of **nbn**'s customers each month.

2.3 Conditions

(a) **nbn** may change the Appointment window for any Appointment where the Contracted End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises:

- (i) by giving Customer at least 26 hours' notice;
- (ii) by obtaining the agreement of the Contracted End User (or their representative); or
- (iii) without limiting sections 2.3(a)(i) or 2.3(a)(ii), by giving notice in accordance with standard processes determined by **nbn** from time to time,

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

Note: When Customer reserves an Appointment, Customer is reserving installation capacity (that is, the reserved Appointment may not be the date that the Appointment will occur). **nbn** will contact the Contracted End User (or their authorised representative aged 18 or over) to schedule the Actual Appointment in accordance with standard processes determined by **nbn** from time to time.

- (b) For the purposes of this section 2, the term "rescheduled" means an Actual Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Premises within the Service Levels but does not include an Appointment that is:
 - (i) changed as permitted under section 2.3(a); or
 - (ii) rescheduled due to circumstances beyond **nbn**'s reasonable control, including where **nbn**'s failure or inability to attend an Appointment is caused or contributed to by Customer, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Levels and Performance Objectives in this section 2 do not apply where the Contracted End User (or their representative) was not at the Premises for the initial Actual Appointment.

Section 3 sets out the Service Levels and Performance Objective 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 Customer has fully complied with a More Information Required Notification is 2 hours from the time Customer notifies **nbn** that Customer believes it has complied with that More Information Required Notification.
- (c) The Service Level to respond to a Trouble Ticket is Not Resolved Notification is 2 hours from the time **nbn** receives that Trouble Ticket is Not Resolved Notification.

3.2 Performance Objective

- (a) **nbn** will aim to achieve the following Performance Objective in connection with the Service Levels set out in this section:

Activity	End User Faults
Trouble Ticket management Activities referred to in section 3.1 performed in accordance with the relevant Service Levels	90% or more

- (b) The Performance Objective in this section 3.2 is measured based on the total number of all Trouble Ticket management Activities referred to in section 3.1 performed by **nbn** for all of **nbn**'s customers each month.

Section 4 sets out the Service Levels, Performance Objectives and Service Fault Rebates that **nbn** offers for Service Fault rectification. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.

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 Premises	Service Level
Any location where End User Fault does not require external or internal plant work or nbn attendance at Premises	5:00pm next Business Day
Urban Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm third Business Day
Major Rural Area or Minor Rural Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm third Business Day
Remote Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm fourth Business Day
Isolated Area where End User Fault requires external or internal plant work or nbn attendance at Premises	5:00pm tenth Business Day
Limited Access Area where End User Fault requires external or internal plant work or nbn attendance at Premises	N/A*

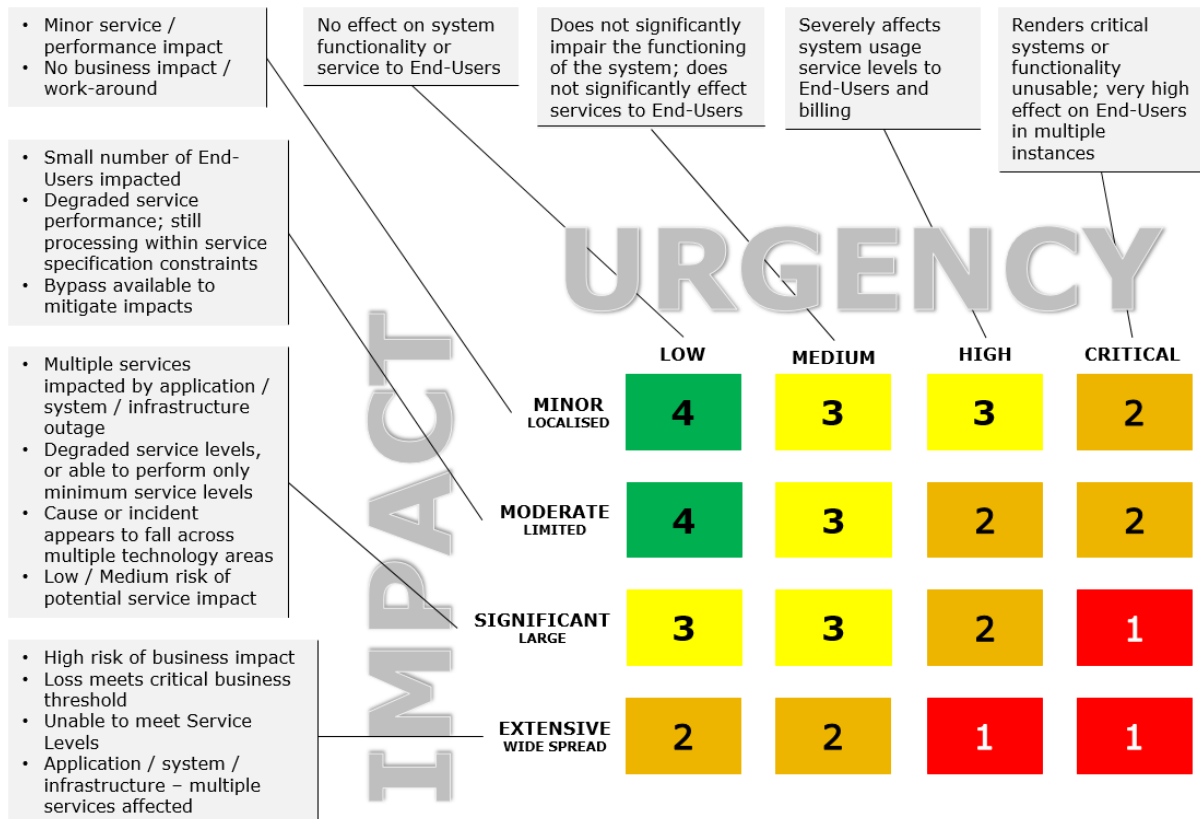
* **Note:** An Operational Target applies: see section 11.3.

4.2 Service Levels for Network Fault Response and rectification

(a) The Service Levels for Network Fault Responses and rectification of Network Faults, each from the time an Infrastructure Restoration Trouble Ticket is raised by **nbn**, are:

Incident Priority (see table in (b) below)	Service Level	
	Network Fault Response (hours)	Network Fault rectification (hours)
1	0.5	6
2	1	12
3	2	20
4	4	28

(b) **nbn** will determine the incident priority for a Network Fault in accordance with the priority matrix below:



4.3 Performance Objectives

(a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
End User Faults rectified in accordance with the relevant Service Levels	90% or more
Network Faults Responded to in accordance with the relevant Service Levels	90% or more
Network Faults rectified in accordance with the relevant Service Levels	90% or more

(b) Each Performance Objective in this section 4.3 is measured based on the total number of all of **nbn**'s customers' Trouble Tickets in each category which are responded to or rectified by **nbn** (as the case may be) in each month.

4.4 Service Fault Rebate

(a) A Service Fault Rebate may be payable in relation to End User Fault rectification (except in respect of End User Fault rectifications in Limited Access Areas). Service Fault Rebates do not apply to End User Faults which are Closed on the basis that they are External Faults.

(b) Service Fault Rebates (if any) are calculated in accordance with the following formula:

Service Fault Rebate	=	Credit Instances × \$25
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Where:

Credit Instances = (90% – Actual Performance) x Customer End User Faults

Actual Performance means the percentage of Total End User Faults rectified by **nbn** in accordance with the relevant Service Levels in the relevant month.

Customer End User Faults means the number of Total End User Faults that **nbn** has rectified for Customer in the relevant month.

Total End User Faults means the total number of all end user faults rectified by **nbn** for all customers in the relevant month, excluding:

- (i) end user fault rectifications in Limited Access Areas; and
 - (ii) any end user fault that is Closed on the basis that it is an External Fault.
- (c) Customer must submit any claim for a Service Fault Rebate within 6 months from the last day of the month to which the Service Fault Rebate relates.

4.5 Conditions

- (a) The Service Levels do not apply to End User Faults or Network Faults caused by use of an Ordered Product which breaches the [nbn™ Sky Muster™ Plus Fair Use Policy](#).
- (b) The Service Levels for Service Faults do not apply if Customer does not comply with any applicable standard processes determined by **nbn** from time to time.
- (c) The Service Levels for Service Fault response and rectification are the Service Levels that apply at the time the relevant Trouble Ticket is raised or the time of Trouble Ticket Acceptance (as applicable).

*Section 5 sets out the Service Levels and Performance Objectives that **nbn** offers for End User Fault rectification Appointments. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

5. End User Fault rectification Appointments

5.1 Service Levels for kept End User Fault rectification Appointments

The Service Levels for Actual Trouble Ticket Appointments to attend a Premises made by Customer and confirmed by **nbn** for rectification of End User Faults are:

Appointment window	Service Level
Attend a Premises at a particular time	Attend Premises at that time or within 15 minutes thereafter
Attend a Premises within a 4 hour period	Attend Premises within the period or within 15 minutes thereafter
Attend a Premises in a Major Rural Area within a period of between 4 and 5 hours	Attend Premises within the period
Attend a Premises in a Minor Rural Area, Remote Area, Isolated Area or Limited Access Area within a period of between 4 and 5 hours	Attend Premises within the period or within 45 minutes thereafter

5.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Commitment	Performance Objective
Actual Trouble Ticket Appointments (excluding any initial Actual Trouble Ticket Appointments that were previously rescheduled) kept in accordance with the Service Levels	90% or more
Initial Actual Trouble Ticket Appointments rescheduled	5% or less
Initial Actual Trouble Ticket Appointments that were previously rescheduled kept in accordance with the Service Levels	95% or more

- (b) Each Performance Objective in this section 5.2 is measured based on the total number of Actual Trouble Ticket Appointments kept or rescheduled (as the case may be) for all of **nbn**'s customers each month.

5.3 Conditions

- (a) **nbn** may change the Appointment window for any Trouble Ticket Appointment where the Contracted End User (or their authorised representative aged 18 or over) is required to be in attendance at the Premises:
- (i) by giving Customer more than 26 hours' notice;
 - (ii) by obtaining the agreement of the Contracted End User (or their representative); or
 - (iii) without limiting sections 5.3(a)(i) or 5.3(a)(ii), by giving notice in accordance with standard processes determined by **nbn** from time to time,

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

Note: When Customer reserves a Trouble Ticket Appointment, Customer is reserving assurance capacity (that is, the reserved Trouble Ticket Appointment may not be the date that the Trouble Ticket Appointment will occur). **nbn** will contact the Contracted End User (or their authorised representative aged 18 or over) to schedule the Actual Trouble Ticket Appointment in accordance with standard processes determined by **nbn** from time to time.

- (b) For the purposes of this section 5, the term "rescheduled" means an Actual Trouble Ticket Appointment that must be rescheduled due to a failure or inability of **nbn** to attend a Premises within the Service Levels but does not include a Trouble Ticket Appointment where the Appointment window is:
- (i) changed as permitted under section 5.3(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 Customer, a Downstream Service Provider, a Contracted End User or other End User.
- (c) The Service Levels and Performance Objectives in this section 5 do not apply where the Contracted End User (or their representative) was not at the Premises for the initial Actual Trouble Ticket Appointment.

Section 6 sets out the Service Levels and Performance Objectives that **nbn** offers for modifications. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.

6. Modifications

6.1 Service Levels for Access Component Modifications

- (a) The Service Levels for the following types of Access Component Modifications that do not require attendance at Premises from the time of Order Acknowledgement are:

Activity	Service Level
Modifications to the public IP Address allocated to a Plan	1 Business Day
Switching between Plans and adding and removing a Data Block	Start of the first calendar month that begins at least 1 Business Day after the Access Component Modification order is Acknowledged

- (b) The Service Levels for Access Component Modifications that require attendance at Premises from the time of Order Acknowledgement are:

Location of Premises	Service Level (Business Days)
Urban Area, Major Rural Area, Minor Rural Area or Remote Area	20
Isolated Area	35
Limited Access Area	N/A*

* **Note:** An Operational Target applies: see section .3.

6.2 Performance Objectives

- (a) **nbn** will aim to achieve the following Performance Objectives in connection with the Service Levels set out in this section:

Relevant Service Level	Performance Objective
Access Component Modifications set out in section 6.1(a)	90% or more
Access Component Modification (attendance at Premises required)	90% or more

- (b) Each Performance Objective in this section 6.2 is measured based on the total number of the relevant category of modifications completed within the relevant Service Level for all of **nbn**'s customers each month.

*Section 7 sets out the Service Level and Performance Objective that **nbn** offers for disconnections. See section 12 for rules of interpretation that apply to these Service Levels and Performance Objectives.*

7. Disconnections

7.1 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

7.2 Performance Objective

- (a) **nbn** will aim to achieve the following Performance Objective in connection with the Service Level set out in this section:

Relevant Service Level	Performance Objective
Access Component Disconnection	90% or more

- (b) The Performance Objective in this section 7.2 is measured based on the total number of all Access Component Disconnections completed in accordance with the relevant Service Level for all of **nbn**'s customers each month.

*Section 8 sets out the Performance Objectives that **nbn** offers for Network Availability. See section 12 for rules of interpretation that apply to these Performance Objectives.*

8. Network performance and availability

8.1 Performance Objective for Network Availability

- (a) **nbn** will aim to achieve Network Availability of 99.70% in respect of all **nbn**TM Ethernet (Satellite) and **nbn**TM Sky MusterTM Plus ordered products supplied to all of **nbn**'s customers.
- (b) The Performance Objective in section 8.1(a) is measured based on the combined availability of all **nbn**TM Ethernet (Satellite) and **nbn**TM Sky MusterTM Plus ordered products (between the respective **nbn**TM Network Boundaries for each product) supplied by **nbn** to all of **nbn**'s customers in each period referred to in section 9.3(a)(iii).
- (c) **Network Availability** is calculated as follows:

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

Where, for the purposes of this section 8:

Measurement Period means, in respect of the relevant period referred to in section 9.3(a)(iii), the aggregate of the total number of minutes for which **nbn** has agreed to supply each ordered product to all of **nbn**'s customers over the SMP Network and Satellite Network (as applicable) during that relevant period (excluding Planned Outages).

Unavailable Time means, in respect of the relevant period referred to in section 9.3(a)(iii), the total number of minutes that each ordered product which **nbn** has agreed to supply to all of **nbn**'s customers over the SMP Network and Satellite Network (as applicable) during that relevant period was Unavailable.

Note: Exclusions apply as set out in section 8.2(b).

Unavailable means where connectivity between the respective **nbn**TM Network Boundaries for each product is Lost. This is measured from the time that a corresponding service fault rectification service level measurement starts in relation to that loss of connectivity until it ends.

Lost means where a service fault has occurred, **nbn** has raised or accepted a Trouble Ticket (as applicable) in respect of the service fault and **nbn** has determined, acting reasonably, that the service fault relates to a total loss of connectivity in relation to an ordered product.

Note: Unavailable Time is measured in actual minutes. Any time during which multiple service fault rectification service levels apply concurrently will only be measured once.

8.2 Conditions for Network Availability

- (a) The measurement of Network Availability includes only the time when the SMP Network or Satellite Network (as applicable) is in active operation and excludes any time when modifications, activations or installations are occurring.
- (b) When calculating Network Availability for **nbn**TM Sky MusterTM Plus ordered products, Unavailable Time does not apply where connectivity is Lost owing to:
 - (i) any event or matter excluded under section 13 under this Agreement or under any Other SMP Interim Agreement;
 - (ii) any Planned Outages under this Agreement or under any Other SMP Interim Agreement;
 - (iii) any interruptions permitted under clause C15.3 of the WBA Head Terms, as incorporated into this Agreement, or clause C15.3 of the Head Terms of any Other Wholesale Broadband Agreement, as incorporated into any Other SMP Interim Agreement;
 - (iv) a matter, thing, event or circumstance that occurs outside the **nbn**TM Network Boundaries;
 - (v) any Power Outage at a Premises; or
 - (vi) breach of the [nbnTM Sky MusterTM Plus Fair Use Policy](#) under this Agreement or under any Other SMP Interim Agreement.
- (c) When calculating Network Availability for **nbn**TM Ethernet (Satellite) ordered products, Unavailable Time does not apply in the circumstances set out in section 14.2 of the **nbn**TM Ethernet Service Levels Schedule of any WBA Access Agreement or Other Wholesale Broadband Agreement.
- (d) The Performance Objective for Network Availability is based on modelling using a set of assumptions regarding future network performance and may be modified by **nbn** following analysis of empirical Network Availability performance data gathered over time.

Part B: Measurement and Corrective Action

9. Measurement

9.1 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**).

9.2 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 Customer 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 two year period following the SMP Launch Date and notify Customer of the outcome of that review.

9.3 Reporting

- (a) **nbn** will provide a Performance Report to Customer on **nbn**'s performance of:
 - (i) the Activities in each month, on or about 20 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 period ending at the end of that Quarter and starting on the later of:
 - (A) the SMP Launch Date; and
 - (B) the date that is 12 months prior to the end of that 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.

9.4 Data Enquiries

- (a) Customer may, acting reasonably, make a Data Enquiry (via **nbn**'s Relationship Points of Contact) regarding a Performance Report 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 a reasonable time after receipt of the Data Enquiry (or such longer period agreed by the parties, acting reasonably).

10. Corrective Action

10.1 Corrective Action

- (a) Subject to section 10.2, if **nbn** does not achieve a Performance Objective, **nbn** will:
- (i) inform Customer of the reasons for that non-achievement;
 - (ii) provide Customer 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 Customer as soon as reasonably practicable after Corrective Action is taken by **nbn**.
- (b) **nbn** will:
- (i) take each action in section 10.1(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 10.1(a)(ii) by or before the time that **nbn** provides a corresponding Performance Report to Customer under section 9.3.

10.2 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: Operational Targets

Section 11 sets out the Operational Targets that **nbn** has set in relation to certain Service Levels. See section 12 for rules of interpretation that apply to these Operational Targets.

11. Operational Targets

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

11.1 Fault Rectification

nbn's Operational Targets for Network Fault Updates are:

Activity	Operational Target
Network Fault Update (Incident priority 1)	Hourly
Network Fault Update (Incident priority 2)	Every 2 hours
Network Fault Update (Incident priority 3)	Every 4 hours
Network Fault Update (Incident priority 4)	Every 6 hours

Note: Refer to section 4.2 for incident priorities.

11.2 Access Component Modifications

nbn's Operational Target for Access Component Modifications, which do not require attendance at Premises, from the time of Order Acknowledgement is:

Operational Target (hours)
6

11.3 Limited Access Areas

nbn will aim to achieve the following Operational Targets for Activities in respect of Premises in a Limited Access Area (measured from the time of Order Acknowledgement or the time of Trouble Ticket Acceptance, as applicable):

Activity in Limited Access Area	Operational Target
End User Connection at a Premises that is designated as Service Class 8	90 calendar days
End User Fault rectification where an End User Fault requires external or internal plant work or nbn attendance at Premises	90 calendar days
Access Component Modification that requires attendance at a Premises	90 calendar days

Part D: Interpretation and Exclusions

12. Interpretation

12.1 Service Levels apply in Operational Hours

- (a) All references to time in this **nbn**™ Sky Muster™ Plus 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	24 hours a day
Network Fault Response	
Network Fault rectification	

- (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 is raised, or Trouble Ticket Acceptance (as applicable); and
- (ii) ends at the time at which **nbn** notifies Customer (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 and any standard processes notified by **nbn** from time to time.
- (d) Measurement of **nbn**'s performance will be suspended for the period that:
- (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**'s control;
- (iii) a 'Resolved' Status is applied to any Trouble Ticket; or
- (iv) any other status is applied to any order or Trouble Ticket which has the effect, in accordance with standard processes as determined by **nbn** from time to time, of suspending **nbn**'s performance for the purpose of this section 12.1(d).

12.2 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.
occur between 2 days	includes both days.

If the period of time is expressed to:	then the period of time:
begin from a specified day or hour	does not include that particular day or hour (as the case may be).
end, for a Service Fault, upon rectification	ends when nbn first notifies Customer, in accordance with standard processes determined by nbn from time to time, that the Trouble Ticket has been Closed.

- (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.

12.3 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 **nbn**TM Sky MusterTM Plus Service Levels Schedule will be pro-rated to reflect that shorter period.

12.4 Effect of a change to Service Class

If there is a change to a Service Class, the relevant performance standard applicable to the new Service Class will apply for the purposes of this **nbn**TM Sky MusterTM Plus Service Levels Schedule from the time of change.

13. 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 Sky MusterTM Plus 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) A failure to meet the Operational Targets will not be regarded as a breach of the Agreement.
- (c) Service Levels, Performance Objectives and Operational Targets do not apply 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, Performance Objectives or Operational Targets; or
 - (ii) **nbn**'s ability to perform in accordance with the Service Level, Performance Objective or Operational Target is adversely affected by an Excluded Event, a Customer Event or any matter, thing, event or circumstance that is not within **nbn**'s reasonable control.
- (d) Without limiting section 13(c), Service Levels, 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 Service Level, Performance Objective or Operational Target is adversely affected by:
- (i) any inability of **nbn** or its Personnel to gain access to a location necessary to perform works;
 - (ii) any act or omission of an End User (or any of their respective Personnel) in connection with installing **nbn**TM Equipment other than in accordance with any associated terms of supply, installation or use or any applicable Authorisation to Alter;

- (iii) where **nbn** or its Personnel cannot make contact with a Contracted End User (or their authorised representative aged 18 or over) to schedule an Actual Appointment or Actual Trouble Ticket Appointment; or
 - (iv) Satellite Limitations.
- (e) Without limiting section 13(c), where Customer 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, Performance Objectives and Operational Targets do not apply for the period from the earliest available Appointment until the time of the Appointment selected by Customer.
- (f) The Service Levels, Performance Objectives and Operational Targets in this **nbn**TM Sky MusterTM Plus Service Levels Schedule do not apply in respect of any Plan Test Services supplied to Customer or any Activity that is required or performed in connection with a Plan Test Service.
- (g) Service Levels, Performance Objectives and Operational Targets do not apply in respect of any Activities that are both:
 - (i) performed on or before 31 July 2019; and
 - (ii) performed in connection with an Ordered Product for which the relevant Connect Order has been submitted during the Insights Period.