

Schedule 5: Service Levels

1. Principles

- 1.1 This Schedule defines the principles which apply to the measurement and calculation of Service Levels and Service Default Payments.
- 1.2 If there are any changes agreed to the Services which affect the Service Levels following the Commencement Date as part of the process of finalising the Wholesale Services Agreement, the parties will discuss and agree any changes that may be required to the Service Levels applying to those Services so that any consequential and material increase in the cost of complying with the Service Levels and/or the risk of not complying with the Service Levels is addressed by adjustment to the Service Levels. Either party may refer any amendment not agreed as a dispute straight to expert determination in accordance with clause 18.5 of the Base Agreement.

2. Definitions

Terms defined in the Base Agreement have the same meaning when used in this Schedule. In addition, the following terms have the following meanings unless the context indicates otherwise:

Availability Period means the shorter of:

- (a) the period of the previous 12 months; and
- (b) the period of months since the Company last failed to meet the relevant Service Level.

Bitstream 4 means the service described in the approved Bitstream 4 Service Description and associated Reference Offer documents;

Business means any undertaking that is carried on, whether for gain or reward or otherwise;

Business Connection means a Connection requested by an Access Seeker in relation to an End User that is a Business (but excluding an NBAP Connection);

Business Hours means 8 a.m. to 5 p.m. on a business day;

Downtime means the length of time that an End User is without service, measured from the time that a fault is detected, either by an End User fault report being reported to the Company in accordance with its notified procedures or by a Network surveillance notification system, to the time the fault is resolved and the service is restored or a workaround is put in place. (If an End User's service does not meet the "Layer 2 Traffic" Service Level (see clause 6 of Annexure 1 of this Schedule 5) for one or more five minute intervals (as defined in the Layer 2 Traffic Service Level) then the End User will be deemed to be without service for the relevant five minute interval(s)). Downtime excludes user-initiated service interruptions and CPE outages due to power failure and any exclusions to the Service Levels set out in this Schedule 5;

ETP has the meaning given to that term in the relevant Wholesale Services Agreement;

First MDU Order means the first properly completed order from an Access Seeker received by the Company for a Residential or Business Connection in relation to each MDU.

First MDU Connection Date has the meaning given to that term in clause 8A.2(a) (c)(ii) of Annexure 1 to this Schedule 5;

“installation” in clauses 1 (Dark fibre access provisioning Service Levels), 2 (Layer 2 Service provisioning Service Levels) and 7 (Co-location Provisioning Service Levels) of Annexure 1 of this Schedule means, and is limited to, installation in accordance with any applicable Standard Installation;

Interconnection Point means, in respect of any dark fibre wholesale services, the central office or point of interconnection to the LFC Network and, in respect of all other wholesale services, the point of interconnection to the LFC Network;

Legacy OSS/BSS means the Company’s Wireline (OO&T) and Netcracker Self Service Portal used for ordering Services;

MDU means a Multi Dwelling Unit, which for the purposes of these Service Levels where an MDU comprises multiple buildings, each such building shall be deemed to be a separate MDU requiring a First MDU Order for each such building;

MDU Common Infrastructure means any internal cabling and other build work within the MDU (in addition to the work required to install the first Connection in the MDU to provision the First MDU Order) which the Company considers is reasonably necessary to enable the Company to meet the Service Levels for Subsequent MDU Orders;

MDU Connection Pre-requisite Steps has the meaning given to that term in clause 8A.2(c)(i) of Annexure 1 to this Schedule 5;

MDU Connection Process means the process to install the first MDU Connection in the MDU to provision the First MDU Order and, if the Company elects, to install the MDU Common Infrastructure (if any), as set out in Annexure 5 of this Schedule 5;

MOFDF means a main optical fibre distribution frame being a facility in the central office for terminating access fibres;

New OSS/BSS means the Company’s Comtel Chorus Portal used for ordering Services or any subsequent/ replacement OSS/BSS implemented by Chorus for ordering Services;

NBAP Connection means a Connection to an NBAP;

Residential Connection means a Connection requested by an Access Seeker in relation to an End User that is not a Business or an NBAP;

Service Level Commencement Date means the date that is specified as the “Service Level Commencement Date” for each Service Level in the Systems and Product Plan, which forms part of Annexure 1 to Schedule 3 (Design and Build); and

Standard Installation means, the activities defined in the relevant service description under the Wholesale Services Agreement;

Subsequent MDU Order has the meaning given to that term in clause 8A.2(d)(i) of Annexure 1 to this Schedule 5;

Week means a seven-day period commencing Monday and ending Sunday.

3. Commencement, Measurement and Reporting of Service Levels

- 3.1 The Company must begin measuring and reporting its performance against the Service Levels from the relevant Service Level Commencement Date.
- 3.2 Unless otherwise specified in this Schedule, the Company's performance of each Service Level will be measured and reported monthly.
- 3.3 The Service Levels measure performance in the Coverage Area as a whole, other than the:
- (a) Layer 1 Service Availability - Average Downtime Service Level (set out in clause 3.1 of Annexure 1 of this Schedule); and
 - (b) Layer 2 Service Availability – Average Downtime Service Level (set out in clause 4.1 of Annexure 1 of this Schedule),

which measure performance in each Candidate Area individually (and the performance in each Candidate Area must meet the minimum specified level of performance in order for the Service Level to be met).

- 3.4 The Company's performance of the Customer Installation Experience Service Levels (set out in clause 2A of Annexure 1 of this Schedule) will be measured on a quarterly basis by way of the results of the Connection Satisfaction Survey.
- 3.5 The Company must:
- (a) procure that sufficient End Users in the Coverage Area which has been Connected in the relevant quarter are provided with a copy of the Connection Satisfaction Survey (the **Quarterly Connection Satisfaction Survey**) such that the Company can achieve a statistically significant sample responses. The Company will not provide a Connection Satisfaction Survey to End Users where the relevant RSP declines to permit the Company to do so (reasonable evidence of which the Company must provide to CIP);
 - (b) use all reasonable efforts to receive a statistically significant sample of completed Connection Satisfaction Surveys from End Users in the Coverage Area;
 - (c) if unable to achieve a statistically significant sample of completed Connection Satisfaction Surveys despite using all reasonable efforts, consider incentive programmes for End Users to complete the Connection Satisfaction Survey.
 - (d) not make any changes to the Connection Satisfaction Survey, unless:
 - (i) the changes have been made following consultation with RSPs in relation to any such changes and the Company has, in good faith, taken into account feedback received from RSPs during such consultation; and
 - (ii) CIP has been consulted on the relevant changes; and
 - (e) conduct the Quarterly Connection Satisfaction Survey process in a neutral manner, without influencing the End Users being surveyed.

4. Service Default Payments

4.1 Notwithstanding clause 2.1 or clause 6.3(a)(i) of the Base Agreement:

- (a) From the relevant Service Level Commencement Date, the Company will be liable to pay Service Default Payments for a failure to meet the following Service Levels only:
 - (i) Residential – Fibre Connections Service Levels (Individual) (specified in clause 1.2(a)(i) of Annexure 1 of this Schedule);
 - (ii) Business – Fibre Connections Service Levels (Individual) (specified in clause 1.2(a)(i) of Annexure 1 of this Schedule);
 - (iii) Residential – Layer 2 services (Individual) Service Levels (specified in clause 2.1(a)(i) of Annexure 1 of this Schedule);
 - (iv) Business – Layer 2 services (Individual) Service Levels (specified in clause 2.1(a)(i) of Annexure 1 of this Schedule);
 - (v) Layer 1 Service Availability – Fault Restoration Service Level (specified in clause 3.1 of Annexure 1 of this Schedule);
 - (vi) [Not used];
 - (vii) Layer 2 Traffic Service Level (specified in clause 6.1 of Annexure 1 of this Schedule);
 - (viii) Layer 1 RSP Establishment Service Level (specified in clause 8.1(a) of Annexure 1 of this Schedule);
 - (ix) Layer 2 RSP Establishment Service Level (specified in clause 8.1(b) of Annexure 1 of this Schedule); and
 - (x) Provisioning Service Level for the First MDU Order (Connection and Layer 2) Service Level (Individual) (specified in clause 8A.2(c) of Annexure 1 of this Schedule).
- (b) In addition to the Company's liability to pay Service Default Payments for failure to meet the Service Levels specified in clause 4.1(a) of this Schedule, the Company will also be liable to pay Service Default Payments for a failure to meet the:
 - (i) Residential – Fibre Connections Service Levels (Aggregate) (specified in clause 1.2(a)(ii) of Annexure 1 of this Schedule);
 - (ii) Business – Fibre Connections Service Levels (Aggregate) (specified in clause 1.2(a)(ii) of Annexure 1 of this Schedule);
 - (iii) Layer 1 Service Availability – Average Downtime Service Level (clauses 3.1 of Annexure 1 of this Schedule);
 - (iv) Layer 2 Service Availability – Average Downtime Service Level (clauses 4.1 of Annexure 1 of this Schedule);

- (v) Layer 2 Disconnections Service Levels (clause 5 of Annexure 1 of this Schedule);
- (vi) Residential – Layer 2 Services (Aggregate) Service Level (specified in clause 2.1(a)(ii) of Annexure 1 of this Schedule);
- (vii) Business – Layer 2 Services (Aggregate) Service Level (specified in clause 2.1(a)(ii) of Annexure 1 of this Schedule);
- (viii) NBAP – Fibre Connection (Individual) Service Level (specified in clause 1.2(a)(i) of Annexure 1 of this Schedule);
- (ix) Bandwidth upgrade of Layer 2 Services (Aggregate) Service Level (specified in clause 2.1(d)(iii) of Annexure 1 of this Schedule);
- (x) Multicast (Access Seeker) Service Level (specified in clause 2.1(e)(i) of Annexure 1 of this Schedule);
- (xi) Multicast (End User) (Aggregate) Service Level (specified in clause 2.1(f)(ii) of Annexure 1 of this Schedule);
- (xii) RF Overlay Service Level (specified in clause 2.1(g) of Annexure 1 of this Schedule);
- (xiii) NBAP – Layer 2 services (Individual) Service Level (specified in clause 2.1(a)(i) of Annexure 1 of this Schedule);
- (xiv) Co-location Space Allocation (New Interconnection Point) Service Level (specified in clause 7.1(a)(i) of Annexure 1 of this Schedule);
- (xv) Co-location Space Allocation (Existing Interconnection Point) Service Level (specified in clause 7.1(a)(ii) of Annexure 1 of this Schedule);
- (xvi) Tie Cable Service Level (specified in clause 7.1(b) of Annexure 1 of this Schedule); and
- (xvii) MOFDF Service Level (specified in clause 7.1(c) of Annexure 1 of this Schedule),

from the relevant Service Level Commencement Date. These Service Levels will only measure performance across Candidate Areas in which:

- (xviii) 3,000 or more End Users within the Candidate Area; or
- (xix) 20% of Premises within the Candidate Area (as specified in the Network Deployment Plan),

are (or have been) Connected to the Network (whichever occurs first). This includes any End Users Connected to the Network on the Service Level Commencement Date.

5. Continuous Improvement of Service Levels

5.1 Before the expiry of the Term:

- (a) the Company will have implemented for itself, and operate, appropriate technical solutions (including the Company having an appropriate fully functional OSS/BSS implemented) to enable all Layer 2 Services that do not require a physical visit to the relevant Premises to be provisioned in near real time over electronic interfaces (following the receipt of a properly completed order by the Company); and
- (b) the Company will provision all Layer 2 Services that do not require a physical visit to the relevant Premises in near real time over electronic interfaces (following the Company's receipt of a properly completed order) (the **Improved Services**).

5.2 The Company will develop and document a continuous improvement regime for the Service Levels to ensure that the Service Levels reflect the Improved Services before the expiry of the Term by three months following the Commencement Date, and such document will be approved as part of the Document Finalisation Process.

Annexure 1: Service Levels

1. Provisioning Service Levels

- 1.1 The Service Levels set out in this clause 1 do not apply to Premises which are not Passed by Communal Infrastructure.
- 1.2 Subject to clauses 1.3 and 1.4 of this Annexure, the Company will complete the Standard Installation for Connections as follows:
- (a) **Fibre Connection:**
- (i) **Individual**
- (A) Each installation of a Connection (whether Residential, Business or NBAP) must be completed on the date agreed between the Company and the RSP and/or End User (as applicable) (the Agreed Connection Date).
- (B) The Company must comply with its obligations in respect of the maximum cycle time regime set out in clause 10 of the Bitstream Service Level Terms that form part of the Reference Offer.
- (ii) **Aggregate**
- (A) Subject to clause 1.4 90% or more of all Agreed Connection Dates (whether relating to Residential or Business Connections, but excluding NBAPs) must be scheduled to be completed within 60 days of the receipt by the Company of a properly completed order from an RSP to connect an End User and all necessary consents and permissions required by Law (excluding road opening notices) for that Connection. The Company will use reasonable endeavours to serve notices, procure the necessary consents and permissions for which it is responsible as soon as practicable
- (B) 75% or more of all installations of Connections (whether Residential or Business) must be completed by the Agreed Connection Date.
- (b) **NBAP – Fibre Connection:**
- Aggregate**
- Each installation of an NBAP Connection must be completed within 60 business days following receipt of all necessary permissions and consents required by Law (excluding road opening notices) (or such later date as agreed between the Access Seeker and the relevant End User), with applications for permissions and consents to be commenced by the Company within one business day of the Company's receipt of a properly completed order from an Access Seeker and completed within five business days.
- 1.3 Any time period during which:
- (a) any Force Majeure Event prevents installation of a Connection or prevents restoration of Connection which is subject to Downtime; or

- (b) the Company is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to install a Connection or restore a Connection which is subject to Downtime,

will be added to the periods specified in 1.2(a)(i), and 1.2(a)(ii) as applicable.

- 1.4 The service level set out in clause 1.2(a)(ii)(A) is based on the aggregated volume of all RSPs orders (including all Connection orders under clause 1.2 of this Annexure and all Layer 2 orders under clause 2.1 of this Annexure) for UFB1 and UFB2 Candidate Areas being no more than 30,000 per month (**Anticipated Demand**). If the volume of orders received in a month is greater than 110% of Anticipated Demand the Company will notify CIP of an increase in the 60 day period referred to in clause 1.2(a)(ii)(A) (**Lead Time**) proportionate to the increase in monthly order volume above Anticipated Demand. As an example only, if actual demand is 115% of Anticipated Demand the Lead Time will be increased to 69 days.
- 1.5 Any increase in Lead Time under clause 1.4 will continue until the monthly order volume returns to 110% or less of Anticipated Demand and the Company has cleared the backlog of orders from the period when the Anticipated Demand was greater than 110%. Regardless of whether the backlog of orders has been cleared the Lead Time will revert to 60 days if there has been 3 consecutive months in which order volumes were not greater than 110% of the Anticipated Demand.

2. Layer 2 Service provisioning Service Levels

- 2.1 Subject to clause 2.2 of this Annexure, the Company will provision the Standard Installation for the Layer 2 Services as follows:
- (a) **Layer 2 services:**
- (i) **Individual**
- Layer 2 services ordered in relation to a Connection (whether relating to Residential, Business or NBAP Connections):
- (A) at the same time as an installation of a Connection are to be provisioned concurrently with the completion of the Connection; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises has already been Connected) (even if a UFB Service is not currently being provided):
- i) if that Connection remains intact and capable of remote activation:
- (A) 90% of the Layer 2 services are to be provisioned within 4 Business Hours; and
- (B) 100% of the Layer 2 services are to be provisioned within 1 Business Day;
- (ii) For Premises which are not capable of remote activation or where the Service Provider has requested a truck roll, the Layer 2 services are to be provisioned within five business days of a properly completed order being received by the Company (or such later date as agreed between the Access Seeker and the relevant End User).

(iii) **Aggregate**

75% or more of all Layer 2 services due to be delivered within a month in accordance with clause 2.1(a)(i) of this Annexure must be completed within the relevant periods specified in clause 2.1(a)(i) of this Annexure.

(iv) **Individual (only Bitstream 4 orders received prior to 1 April 2015)**

Bitstream 4 Layer 2 services ordered in relation to a Business Connection (solely for orders received by the Company before 1 April 2015):

- (A) at the same time as an installation of a Business Connection are to be provisioned concurrently with the completion of the Connection as per clause 1.2(a)(ii) above; or
- (B) independently from an order for an installation of a Connection (provided that the relevant Premises is already Connected) are to be provisioned within 30 business days of a properly completed order being received by the Company (or such later date as agreed between the Access Seeker and the relevant End User).

(b) **[Not used]**(c) **[Not used]**(d) **Bandwidth upgrade of Layer 2 services:**(i) **Individual (excluding Bitstream 4 orders received prior to 1 April 2015)**

A Bandwidth upgrade of Layer 2 services (excluding orders for Bitstream 4 received by the Company before 1 April 2015 but including orders for Bitstream 4 received on or after 1 April 2015) must be provisioned within one business day following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the relevant End User).

(ii) **Individual (only Bitstream 4 orders received prior to 1 April 2015)**

A Bandwidth upgrade of Bitstream 4 Layer 2 services (solely for orders for Bitstream 4 received by the Company before 1 April 2015) must be provisioned within ten business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the relevant End User).

(iii) **Aggregate**

75% or more of all Layer 2 services upgrades due to be provisioned within a month in accordance with clause 2.1(d)(i) of this Annexure must be completed within the period specified in clause 2.1(d)(i) of this Annexure.

(e) **Multicast (Access Seeker):**

- (i) A multicast service must be provisioned for an Access Seeker within 3 months from the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the Company).

(f) **Multicast (End User):**(i) **Individual**

Provided that the necessary multicast service has previously been provisioned for the relevant Access Seeker, a multicast service must be provisioned for an End User (provided that the relevant Premises is already Connected) within one business day following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the relevant End User).

(ii) **Aggregate**

75% or more of all multicast services due to be provisioned within a month in accordance with clause 2.1(f)(i) of this Annexure must be completed within the period specified in clause 2.1(f)(i) of this Annexure.

(g) **RF Overlay (Access Seeker):** An RF Overlay service must be provisioned for an Access Seeker within the period agreed between the Company and the relevant Access Seeker which must be no more than 60 business days (unless a longer period is specifically requested by the Access Seeker).

(h) **RF Overlay (End User):** Provided that the necessary RF Overlay service has previously been provisioned for the relevant Access Seeker, an RF Overlay service must be provisioned for an End User (provided that the relevant Premises is already Connected) within 4 business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the relevant End User).

2.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of a Layer 2 Service, Bandwidth upgrade, multicast service or RF Overlay service; or
- (b) the Company is, due to a Force Majeure Event, unable to safely access any location or premises where physical access is required to provision a Layer 2 Service, Bandwidth upgrade, multicast service or RF Overlay service,

will be added to the periods specified in 2.1(a)(i), 2.1(d)(i), 2.1(d)(ii), 2.1(e), 2.1 (f)(i), 2.1(g) and 2.1 (h) as applicable.

2A Customer Installation Experience Service Levels

2A.1 Fibre Connections – Customer Satisfaction – RSP

The Company must achieve a Connection Satisfaction Score of 70% or more in a Quarterly Connection Satisfaction Survey completed in accordance with clauses 3.4 and 3.5 of this Schedule.

2A.2 Fibre Connections – Customer Satisfaction – CIP

The Company must achieve a Connection Satisfaction Score of 60% or more in at least one out of every two consecutive Quarterly Connection Satisfaction Surveys completed in accordance with clause 3.4 and 3.5 of this Schedule.

3. Layer 1 Service Availability

3.1 Layer 1 Service Availability – Average Downtime:

The Layer 1 dark fibre service between the Premises or NBAP terminations and the CO fibre distribution frame must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level:

The Average Downtime per End User within each Candidate Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service must be ≤ 2 hours.

Definition:

“Average Downtime per End User within each Candidate Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service” = A/B

A = the sum of the Downtime for all End Users within the relevant Candidate Area in the Availability Period that is caused by a fault in the Layer 1 dark fibre service; and

B = the average total number of End Users within the Candidate Area over the previous 12 month period.

3.2 Layer 1 and Layer 2 Fault Restoration - RSP:

- (a) There are separate service levels for restoration of Bitstream 2 (**Consumer Services**) and all other Bitstream Services and Dark Fibre Services (**Enterprise Services**).
- (b) The Company must ensure that:
 - (i) Consumer Services are restored by the end of the day following the day on which Downtime is reported to the Company, including reporting by the Company's network surveillance and notification systems;
 - (ii) Enterprise Services for which Downtime is reported to the Company;
 - (A) Before midday are restored by 7pm on that day;
 - (B) After midday are restored by midday on the following day; and
 - (C) After 7pm are restored by 7pm the following day.
- (c) The Company must provide an enhanced Service Level for Bitstream Services and Dark Fibre Services of a prioritised response with a technician on site (either an exchange, cabinet or customer site) within 2 hours of a fault being logged with the Company's service company, which will be within 15 minutes of the Company

receiving the fault and verifying the details. The enhanced Service Level is available 24 hours, 7 days a week, upon request by the RSP. Emergency and medical events will still take precedence; in accordance with the Company's restoration priorities and the TCF vulnerable end users' code.

4. Layer 2 Service Availability

4.1 Layer 2 Service Availability – Average Downtime:

The Layer 2 Service, between the ONT port and the POI (including the Hand-over port, but excluding any Layer 1 Service) must meet the following minimum Service Level (excluding Downtime directly caused by Force Majeure Events):

Service Level:

The Average Downtime per End User within each Candidate Area in each Availability Period that is caused by a fault in the Layer 2 Service must be ≤ 30 minutes.

Definition:

“Average Downtime per End User within each Candidate Area in the Availability Period that is caused by a fault in the Layer 2 Service” = A/B

A = the sum of the Downtime for all End Users within the relevant Candidate Area in the Availability Period that is caused by a fault in the Layer 2 service; and

B = the average total number of End Users within the Candidate Area over the Availability Period.

5. Layer 2 – Disconnections

5.1 Disconnections – Individual

Each disconnection of a Connection must be completed within one business day following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the relevant End User).

5.2 Disconnections - Aggregate

75% or more of all disconnections of a Connection due to be made within a month in accordance with clause 5.1 above must be completed within the period set out in clause 5.1 above.

6. Layer 2 Traffic

- 6.1 Each End User's traffic for point to point services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
CIR	≤ 5 mS	≤ 1 mS	≤ 0.1%
EIR	n/a	n/a	≤ 2%

At least 99% of the frames within the five minute measurement interval must be within the above Service Levels, otherwise the service is to be considered unavailable for that five minute interval.

- 6.2 Each End User's traffic for GPON services must be delivered to the POI within the following Service Levels, measured over each five minute interval (24 hours per day):

	Frame Delay must be:	Frame Delay Variation must be:	Frame Loss must be:
CIR	≤ 5 mS	≤ 3 mS	≤ 0.1%
EIR	n/a	n/a	≤ 2%

At least 99% of the frames within the five minute measurement interval must be within the above Service Levels, otherwise the service is to be considered unavailable for that five minute interval.

- 6.3 Measurement of Layer 2 Traffic Service Level:

The Company must comply with the Layer 2 Traffic Performance Measurement and Reporting Regime.

7. Co-location Provisioning Service Levels

- 7.1 The Company will provision the Standard Installation for the co-location Services in accordance with the following Service Levels:

(a) **Co-location Space Allocation:**

(i) **New Interconnection Point:**

Space, racks, power and tie cables at any new Interconnection Point will be provisioned by the Company within 20 business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the Company).

(ii) **Existing Interconnection Point:**

Space, racks, power and tie cables at any Interconnection Point where the Access Seeker already receives co-location services will be provisioned by the Company within 20 business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the Company).

(b) **Additional Tie Cables:**

Additional tie cables will be provisioned by the Company within 20 business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the Company).

(c) **MOFDF Service Orders:**

Work on the MOFDF (such as running cross patch jumpers but excluding jumpers that form part of an individual connection order from an Access Seeker) will be provisioned by the Company within 4 business days following the Company's receipt of a properly completed order from an Access Seeker (or such later date as agreed between the Access Seeker and the Company).

7.2 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of a co-location service; or
- (b) the Company is, due to a Force Majeure Event, unable to access any location or Premises where physical access is required to provision a co-location service,

will be added to the periods specified in 7.1(a)(i), 7.1(a)(ii), 7.1(b) and 7.1(c) as applicable.

8. RSP Establishment Service Levels

8.1 The initial draft of the on-boarding process for Access Seekers (**Process**) is set out in Annexure 4 and such initial draft and this clause 8 will be subject to the Document Finalisation Process (with such initial draft, and this clause 8, to serve as the base for a revised Process to be submitted by the Company to CIP within 20 business days of the Commencement Date). The Company will establish Access Seekers on the Network in accordance with the following Service Levels:

(a) **Layer 1 RSP**

The Company will, on receipt of a request from an Access Seeker, establish the Access Seeker on the Network and enable the Access Seeker to provide access to Layer 1 services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS readiness) within that number of business days following the Company's receipt of a properly completed request from the Access Seeker seeking such establishment that is specified in the Process for the items necessary for the establishment of the Access Seeker.

(b) **Layer 2 RSP**

The Company will, on receipt of a request from an Access Seeker, establish the Access Seeker on the Network and enable the Access Seeker to provide access to Layer 2 services to End Users using the Network (including service testing, completion of co-location services, provision of the Wholesale Services Agreement and OSS/BSS

readiness) within that number business days following the Company's receipt of a properly completed request from the Access Seeker seeking such establishment that is specified in the Process for the items necessary for the establishment of the Access Seeker.

8A. MDU Provisioning Service Levels

8A.1 The Service Levels set out in this clause 8A do not apply to Multi Dwelling Units (MDU) which are not Passed by Communal Infrastructure.

8A.2 The Company will:

- (a) Complete the installation of Residential and Business Connections in an MDU; and
- (b) install the MDU Common Infrastructure (if any) in an MDU,

in accordance with the MDU Connection Process and the following provisioning Service Levels unless the installation is for an Aged Tenancy Order:

(c) **Provisioning Service Level for the First MDU Order**

(i) Subject to clause 8A.3, the Company will, on receipt of the First MDU Order commence the steps set out in clauses 1.6 to 1.13 (inclusive) of the MDU Connection Process (the MDU Connection Pre-requisite Steps).

(ii) Upon the Company's completion of the MDU Connection Pre-requisite Steps, the Company will:

(A) install the first Residential or Business Connection for the First MDU Order in the MDU and provision the Layer 2 services ordered in relation to that Residential or Business Connection (if any); and

(B) install the MDU Common Infrastructure (if any),

(in accordance with clause 1.15 of the MDU Connection Process) within the following number of business days (or such later date as agreed between the Access Seeker and the MDU owner(s) and/or the End User as applicable):

a) for orders received by the Company between the Service Level Commence Date for MDUs and 31 December 2015 (inclusive) using the Company's:

i) Legacy OSS/BSS system – 25 business days; and;

ii) New OSS/BSS system – 20 business days; and

b) for orders received by the Company on or after 1 January 2016 – 20 business days;

(First MDU Connection Date).

(d) **Provisioning Service Level for the second and any subsequent orders for a Connection in an MDU**

- (i) From an MDU's First MDU Connection Date, the provisioning Service Levels set out in clauses 1.2(a) and, 2.1(a) of this Annexure apply in respect of any properly completed order from an Access Seeker in relation to that MDU (other than the First MDU Order) for:
 - (A) a Residential or Business Connection and the provision of the Layer 2 services ordered in relation to that Residential or Business Connection (if any); and
 - (B) the provision of Layer 2 services (provided that the relevant Connection is already in place),
 (each a **Subsequent MDU Order**).
- (ii) For the purposes of measuring Service Levels for Subsequent MDU Orders:
 - (A) all Subsequent MDU Orders are deemed to be for Standard Installations for Residential or Business Connections; and
 - (B) the only relevant permissions and consents to be obtained by the Company under clauses 1.2(a) and 2.1(a) of this Annexure are the relevant individual End User's consents and permissions (all other consents and permissions are to have been obtained by the Company through the MDU Connection Pre-requisite Steps).
- (iii) Where a properly completed order from an Access Seeker received by the Company for a Residential or Business Connection in relation to the same MDU is received:
 - (A) on the same date as the First MDU Order; or
 - (B) after the First MDU Order is received but before the First MDU Connection Date,

that order is deemed to be a Subsequent MDU Order received on the First MDU Connection Date.

8A.3 Any time period during which:

- (a) any Force Majeure Event prevents provisioning of the First MDU Order or the MDU Common Infrastructure (if any); or
- (b) the Company is, due to a Force Majeure Event, unable to access any location or Premises where physical access is required to provision the First MDU Order or the MDU Common Infrastructure (if any),

will be added to the periods specified in clause 8A.2(c) as applicable.

9. Service Level Extensions

9.1 Subject to clause 9.2, the Company Service Level response times set out in this Annexure 1 shall be extended in the following circumstances:

- (a) Satisfaction of the Service Level is prevented as a direct result of a serious health and safety issue outside of the Company's control;

- (b) Satisfaction of the Service Level is prevented as a direct result of a delay in the provision of materials or information to be supplied by the Access Seeker, required to complete the service;
- (c) Acts or omissions of Access Seekers or Service Providers that prevent the Company from meeting a Service Level (unless the Access Seeker or Service Provider has received the Company's prior approval for such act or omission);
- (d) Acts or omissions of End Users that prevent the Company from meeting a Service Level (unless the End User has received the Company's prior approval for such act or omission);
- (e) Any period of extension agreed with the relevant End User; and
- (f) In relation to clause 8A all of the above exclusions and:
 - (i) acts or omissions of MDU owner(s) that prevent the Company from meeting the Service Levels in clause 8A (unless the MDU owner(s) has received the Company's prior approval for such act or omission; and
 - (ii) any period of extension agreed with the relevant MDU owner(s) and/or End User; and
- (g) A Force Majeure Event prevents satisfaction of the Service Level, including, for the avoidance of doubt, any Force Majeure Event affecting a Subcontractor or supplier of the Company which, if it occurred in relation to the Company, would have been a Force Majeure Event (as referenced in clause (g) of the definition of "Force Majeure" in this Agreement),

each a "**Service Impairment**".

9.2 Any Service Level extension under clause 9.1:

- (a) will be limited to the time that the Service Impairment continues to prevent or make illegal the Company's performance of the applicable Service Level; and
- (b) is subject to the Company promptly taking all reasonable steps, in accordance with Best Industry Practice, to eliminate or avoid the Service Impairment and mitigate its effect; and
- (c) in relation to any Service Level extension under clause 9.1(a) to (e) only, will not be given to the extent the Service Impairment is caused or contributed to by the Company or its Subcontractors' acts or omissions, the acts or omissions of any supplier of the Company, or any person within the control or under the responsibility of the Company.

Annexure 2: Service Default Payments

The following table specifies the Service Default Payments payable by the Company. Those Service Levels identified as “Individual” are not payable to CIP or the Crown but are payable to either the Service Provider or the relevant End User (through the Service Provider), as and to the extent specified in the Wholesale Services Agreement. The remaining Service Default Payments are payable to CIP and/or to the Crown in accordance with clause 6.3(a) of the Base Agreement.

Service Level (references are to clauses in Annexure 1)	Service Default Payment
Company dark fibre access provisioning Service Levels	
1.2(a)(i) (A) - Fibre Connections (including NBAPS) (Individual)	One month's rental fee for the relevant service(s) each time provisioning is not completed on the date agreed in 1.2(a)(i) (A) of Annexure 1 of this Schedule.
1.2(a)(ii)(A) – Fibre Connection (excluding NBAPs) – (Aggregate)	One month's rental fee for the relevant service(s) per Connection that is not scheduled within the timeframe specified in clause 1.2(a)(ii)(A) of Annexure 1 of this Schedule.
1.2(a)(ii)(B) – Fibre Connection (Aggregate)	0.5% of annual rental fee for Layer 1 and Layer 2 service(s) in the UFB1 Coverage Area.
Layer 2 Service provisioning Service Levels	
2.1(a)(i)(A) –Layer 2 Services (including NBAPs) (Individual)	One month's rental fee for the relevant service(s) each time the provisioning is not completed within the timeframe specified in clause 2.1(a)(i)(A).
2.1(a)(i)(B) – Layer 2 Services (including NBAP) – (Individual)	One month's rental fee for the relevant service(s) each time the provisioning is not completed within the timeframe specified in clause 2.1(a)(i)(B).
2.1(a)(ii) — Layer 2 Ethernet services (excluding NBAP) (Aggregate)	0.5% of annual rental fee for Layer 1 and Layer 2 service(s) in the UFB1 Coverage Area.
2.1(d)(i)- Bandwidth upgrade of Layer 2 services (Individual)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
2.1(d)(iii)– Bandwidth upgrade of Layer 2 services (Aggregate)	0.5% of annual rental fee for Layer 2 service(s) in the UFB1 Coverage Area.
2.1(e)(i)- Multicast (Access Seeker)	10% of the applicable monthly rental fee for the service per complete business day that the service is late (capped at one month's rental).
2.1(f)(ii)– Multicast (End User) (Aggregate)	0.5% of annual rental fee for Layer 2 service(s) in the UFB1 Coverage Area.
2.1(g) - RF Overlay (Access Seeker)	10% of the applicable monthly rental fee for the service per complete day that the service is late (capped at one month's rental).

2.1(h) – RF Overlay (End User)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).
Availability Service Levels	
3.1 – Layer 1 Service Availability (Average Downtime)	0.5% of annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB1 Coverage Area.
3.2(b)- layer 1 and layer 2 fault restoration standard service level - RSP	One month's rental fee for the relevant service(s) each time a standard Restoration Service Level is not achieved.
3.2(c) - Layer 1 and Layer 2 Fault Restoration enhanced service level - RSP	Two month's rental fee for the relevant service(s) each time an enhanced Restoration Service Level is not achieved.
4.1 – Layer 2 Service Availability (Average Downtime)	0.5% of annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB1 Coverage Area.
Disconnection Service Level	
5.1 – Layer 2 Disconnections (Individual)	10% of the applicable monthly rental fee for the Connection and any service(s) provided over the Connection per complete three-hour period that the disconnection is late (capped at one month's rental).
5.2 – Layer 2 Disconnections (Aggregate)	0.5% of annual rental fee for the Layer 1 and Layer 2 service(s) in the UFB1 Coverage Area.
Co-location Service Levels	
7.1(a)(i) – Co-location Space Allocation (New Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 business days (or part thereof) that the service is late (capped at one month's rental).
7.1(a)(ii) – Co-location Space Allocation (Existing Interconnection Point)	25% of the applicable monthly rental fee for the service for every 5 business days (or part thereof) that the service is late (capped at one month's rental).
7.1(b) – Additional Tie Cables	25% of the applicable monthly rental fee for the new tie cable capacity for every 5 business days (or part thereof) that the service is late (capped at one month's rental).
7.1(c) – MOFDF Service Level	10% of the applicable service fee charged by the Company for the service for every complete hour that the service is late (capped at one month's rental).
RSP Establishment*	
8.1(a) – Layer 1 RSP	(i) \$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and;

	(ii) \$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).
8.1(b) – Layer 2 RSP	(i) \$1,000 for every day (or part day) that the completion of the establishment is late (up to 7 days); and; (ii) \$10,000 for every day (or part day) that the completion of the establishment is late (after the first 7 days).
First MDU Order	
8A.2(c)	10% of the applicable monthly rental fee for the service per complete three-hour period that the service is late (capped at one month's rental).

*Subject to agreement of the relevant on-boarding process as set out in clause 8.1 of Annexure 1 to this Schedule.

Annexure 3: Material Breach

Note: The following table identifies “Material Breach’ for each identified SLA Measure. The columns for “Level 1 Breach” and “Level 2 Breach” are for illustrative purposes only, with the definitive descriptions of these defaults and the corresponding LD’s that are payable being as set out in Annexure 2 of this Schedule.

SLA Measure	Level 1 breach	Level 2 Breach	Material Breach
Connect Customers on Time	Individual	Aggregate (per month)	Aggregate (for 3 consecutive months, or in any 4 months in a 12 month period)
Residential Layer 1	Agreed Connection Date	25% or more > on the Agreed Connection Date	25% or more > on the Agreed Connection Date
Business Layer 1	Agreed Connection Date	25% or more > on the Agreed Connection Date	25% or more > on the Agreed Connection Date
Residential Layer 2	Concurrently or within 3 days	25% or more > 3 days	25% or more > 4 days
Business Layer 2	Concurrently or within 5 days	25% or more > 5 days	25% or more > 6 days

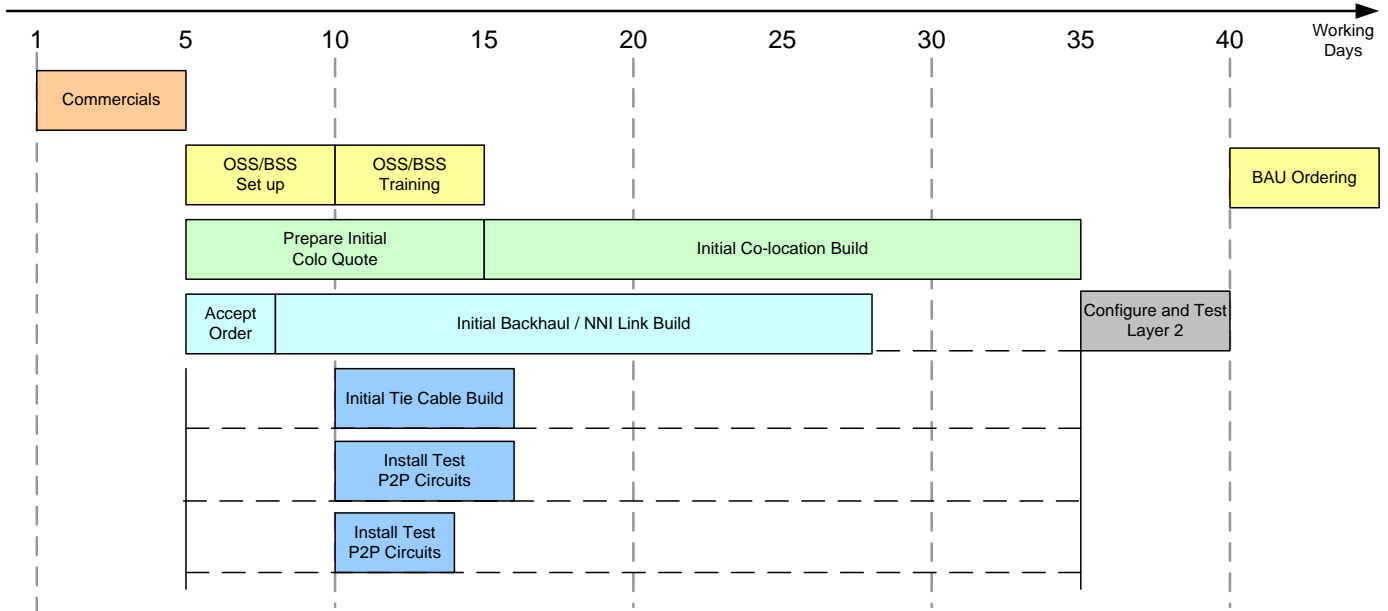
Restore Customers on Time (Service Availability)	Individual	Average (per availability period lesser of 12 months or period from last failure of relevant service level)	Average (over 12 months)
Layer 1 Default	Layer 1 and Layer 2 Fault Restoration standard service level as set out in 3.2(b)	≤ 2 hours	> 4 hours
Layer 2 Default	Layer 1 and Layer 2 Fault Restoration standard service level as set out in 3.2(b)	≤ 30 minutes	> 60 minutes
Layer 1 Enhanced	Layer 1 and Layer 2 Fault Restoration enhanced service level as set out in 3.2(c)	≤ 2 hours	> 4 hours
Layer 2 Enhanced	Layer 1 and Layer 2 Fault Restoration enhanced service level as set out in 3.2(c)	≤ 30 minutes	> 60 minutes

Connecting RSPs to Network	Per RSP (on-boarding process to be agreed in conjunction with finalising WSA with industry)		
Target ready for service	30 bus days from offer acceptance	1 month before penalties apply	> 4 months from the scheduled service date
Commercial Agreement	Standard Terms offered within 5 days		
Physical set-up	20 days from order (first site)		
	+ 20 days from order for next 10 sites		
	+ 40 days from order for other sites		
Test and commission	25 days from first order		

Layer 2 Network	Per customer
- traffic SLA	Restore Customers on Time Layer 2 Default TBA – CIP will develop a suitable measurement regime in consultation with the Company and the industry (Annexure 1, 6.2)

Annexure 4: On-boarding Process

Residential Service Provider On Boarding - Overview



The plan includes a number of components each with its own specified time frame and these are listed below with suggested service levels and requirements.

Task	SLA (business days)	Activities by C2	Requirements from RSP
1. Signing of WSA	5	Checking of RSP supplied documentation for accuracy, internal sign off, contract execution, set up of accounts and allocation of resource (AM/SDM)	RSP needs to have insurance, credit guarantee and contact information for WSA
2. Set up of the OSS/BSS	5	Allocation of passwords, testing of interface including trial orders	RSP needs to have signed WSA and B2B interface up and internal system in place
3. Training of RSP staff	5	Explanation of guides, products, processes, procedures and tools, submission of test orders, handling exceptions and Q&A.	RSP needs to have signed WSA and B2B/SSP system in place and staff available for training
4. First co-location build (if required)	30	Planning off RSP deployment, provision and acceptance of build quotes, build of co-location footprint and acceptance of footprints.	RSP places initial orders when signing WSA with all required information and materials provided on time or waits until WSA signed and OSS/BSS in placed and trained.

Task	SLA (business days)	Activities by C2	Requirements from RSP
5. First NNI link or backhaul build (if required)	23	Planning of RSP POI coverage, configuration of hand over connection, installation of handover link/backhaul, link testing	RSP places initial orders when signing WSA with all required information and materials provided on time or waits until WSA signed and OSS/BSS in placed and trained.
6. First tie cable build (if required)	6	Provision and acceptance of quotes, build of and tie cables.	RSP place initial orders when signing WSA with all required information and materials provided on time or waits until WSA signed and OSS/BSS in placed and trained.
7. Installation of trial circuits	4~6	Placing of orders, installation of circuits and testing. Possibly including trial fault and relinquishment	RSP needs to have signed WSA and B2B/SSP system in place and staff trained then places initial orders with all required information and site access provided on
8. Test NNI and equipment interoperability at layer 2	5	End to End testing of layer two scenarios	NNI installed and RSP has all equipment installed and is available for testing. All test milestones passed on first attempt with no remedial work required.
9. End of on boarding process – BAU ordering commences		Move to BAU	

Annexure 5: MDU Connection Process

- 1.1 The MDU Connection Process is the programme of work to be undertaken by the Company after receipt of the First MDU Order to install the first Residential or Business Connection in the MDU (and provision the Layer 2 services ordered in relation to that Residential or Business Connection (if any)) and install any MDU Common Infrastructure including:
 - 1.1.1 Receipt of First MDU Order (see clauses 1.4 to 1.5 below);
 - 1.1.2 Confirm MDU status (see clause 1.6 below);
 - 1.1.3 Design and, if necessary, quote for the installation of the first Residential or Business Connection in the MDU and the installation of any MDU Common Infrastructure (see clauses 1.7 to 1.10 below);
 - 1.1.4 Obtain permissions and consents and, if necessary, agreement to conditions and payment of costs (see clauses 1.11 to 1.13); and
 - 1.1.5 Install the first Residential or Business Connection in the MDU (and provision the Layer 2 services ordered in relation to that Residential or Business Connection (if any)) and install any MDU Common Infrastructure (See clause 1.15 below).
- 1.2 The tasks summarised above (and detailed in the clauses below) will take the following maximum periods to complete:
 - 1.2.1 Items in clauses 1.1.1 to 1.1.3 – completed within 20 business days from receipt of the First MDU Order;
 - 1.2.2 Item in clause 1.1.4 – completed within 30 days from receipt of the First MDU Order (unless the Company or MDU owner(s) and/or End User(s) (as applicable) agree to extend this time period); and
 - 1.2.3 Item in clause 1.1.5 – completed on or before the First MDU Connection Date.
- 1.3 The following clauses provide more detail on the MDU Connection Process and the tasks involved in the process.
 - (a) *Receipt of Order*
- 1.4 The MDU Connection Process starts when the Company receives the First MDU Order.
- 1.5 On receipt of the First MDU Order the Company will promptly commence and use its reasonable endeavours to promptly complete the tasks set out in clauses 1.6 to 1.13 (**MDU Connection Pre-requisite Steps**). The MDU Connection Pre-requisite Steps are set out sequentially in clauses 1.6 to 1.13 below, however, the Company may elect to perform the MDU Connection Pre-requisite Steps in a different order to that set out in clauses 1.7 to 1.13 below and where practical will complete MDU Connection Pre-requisite Steps in parallel to accelerate completion of the MDU Connection Pre-requisite Steps.
 - (b) *Confirm MDU status*
- 1.6 The Company will confirm whether a Residential or Business Connection has already been installed in the MDU or not. Subject to clause 1.20 below, if a Residential or Business Connection has already been installed in the MDU then the MDU Connection Process does not apply to the MDU and the Service Levels specified in clause 8A.2(d) apply to the order (a **Subsequent MDU Order**).

(c) *Design and Quote for installation of the Connection and any MDU Common Infrastructure*

- 1.7 The Company will, if necessary, obtain consent of the MDU owner(s) to access an MDU to undertake any preparatory assessment and investigation work to complete the design and, if necessary, quote for the cost of installing the first Residential or Business Connection and MDU Common Infrastructure (if any).
- 1.8 Upon obtaining any consent required and undertaking any preparatory assessment and investigation work required, the Company will then undertake a building cable network design to ensure the future needs of the MDU's End Users can be met in an efficient manner, factoring in factors such as building structure, capacity requirements, lead-in from boundary (including any diversity requirement), housing of ODFs (including any splitters), compliance with fire codes, compliance with building codes and any other relevant statutory, regulatory or local authority requirements. This exercise includes determining what MDU Connection Infrastructure (if any) is to be installed. The Company may use an existing standard building cable network design which is suitable for the MDU.
- 1.9 The scope of the work the Company will undertake in installing the first Residential or Business Connection and the extent of the MDU Common Infrastructure to be installed (if any) will vary depending on the MDU and design requirements. However, at a minimum, on completion of installing the first Residential or Business Connection and MDU Common Infrastructure (if any):
 - 1.9.1 The Company will be able to meet the Service Levels for all Subsequent MDU Orders. For the purposes of measuring Service Levels for Subsequent MDU Orders, all Subsequent MDU Orders are deemed to be for Standard Installations for Residential or Business Connections; and
 - 1.9.2 There will be no additional MDU Non Standard Install charges to End User, MDU owner(s) or the Access Seeker(s) (under item 1.5 Table A, Part 2, Schedule 10) to install Connections and provision Services to tenancies (including End User tenancies or Access Seeker tenancies) for any Subsequent MDU Orders in the MDU. For the avoidance of doubt, Chorus shall be entitled to charge for Non-Standard Installs from the ETP at the End User Tenancy (there will not necessarily be a break in the Fibre Lead-in at the ETP) to within the End User Tenancy (under item 1.3 Table A, Part 2, Schedule 10).
- 1.10 The Company will determine the installation costs that will be incurred by the Company when installing the first Residential or Business Connection and the MDU Common Infrastructure (if any) and will determine the portion of those costs, if any, that the MDU owner(s) are liable for in accordance with Schedule 10 of the NIPA (**MDU Owner Costs**).

(d) *Obtaining approvals and consents*

- 1.11 The Company will:
 - 1.11.1 Request all necessary permissions and consents (from the MDU owner(s) and any other parties such as, the relevant local authority or neighbours) required by Law to carry out the work to install the first Residential or Business Connection and MDU Common Infrastructure (if any); and
 - 1.11.2 Request the MDU owner(s) agreement to such conditions as the Company may reasonably require in order to meet any relevant statutory, regulatory or local authority requirements (including requirements relating to weather tightness of the MDU) in relation to installing the first Residential or Business Connection and the MDU Common Infrastructure (if any); and
 - 1.11.3 If the Company intends to recover all or some of the MDU Owner Costs from the MDU Owner(s) then the Company will provide the MDU owner(s) with a quote for

the relevant MDU Owner Costs (**MDU Owner Cost Quote**) and request agreement from the MDU owner(s) to pay the costs set out in the quote.

- 1.12 The Company will have completed the MDU Connection Pre-requisite Steps once:
- 1.12.1 The Company has completed its cable design pursuant to clauses 1.8 and 1.9; and
 - 1.12.2 The Company has received all necessary permissions and consents from the MDU owner(s) and any other parties required by Law for the Company to install the first Residential or Business Connection and MDU Common Infrastructure (if any); and
 - 1.12.3 The Company has obtained the MDU owner(s) agreement to such conditions as the Company may reasonably require in order to meet any relevant statutory, regulatory or local authority requirements (including requirements relating to weather tightness of the MDU) in relation to installing the first Residential or Business Connection and the MDU Common Infrastructure (if any); and
 - 1.12.4 The Company has received the MDU owner(s) payment of the MDU Owner Cost Quote (if any).
- 1.13 Once the Company has completed the MDU Connection Pre-requisite Steps the Company will advise the Access Seeker and the MDU owner(s) of the First MDU Connection Date (calculated in accordance with clause 8A.2(d) of Appendix 1).
- 1.14 Subject to clause 1.17 below, if the Company has not completed the MDU Connection Pre-requisite Steps within 30 days of receipt of the First MDU Order it will cancel the order (unless the Company or MDU owner(s) and/or End User(s) (as applicable) agree to extend this time period).

Installing the first Residential or Business Connection and MDU Common Infrastructure

- 1.15 After completion of the MDU Connection Prerequisite Steps, the Company must complete the installation of the first Residential or Business Connection for the First MDU Order (and provision the Layer 2 services ordered in relation to that Residential or Business Connection (if any)) and the MDU Common Infrastructure (if any) by the First MDU Connection Date.
- (e) *Reporting to Access Seekers*
- 1.16 Following receipt of the First MDU Order, the Company will advise the Access Seeker when the status of the order changes or on a weekly basis if there has been no status change so that Access Seeker can monitor the progress of the order through the steps in the MDU Connection Process.
- (f) *Individual Tenancy Installations in absence of completing the MDU Connection Prerequisite Steps*
- 1.17 If the Company has not completed the MDU Connection Pre-requisite Steps within 30 days of receipt of the First MDU Order (unless the Company or MDU owner(s) and/or End User(s) (as applicable) agree to extend this time period) and consent is not under negotiation or consent is declined it will notify the Access Seeker(s) who placed the First MDU Order and any Subsequent MDU Orders relating to that MDU (**Aged Tenancy Orders**) that the Company has not been able to complete the MDU Connection Pre-requisite Steps and advise that the order(s) may be treated as Aged Tenancy Order(s) and installed as individual Connections if the Access Seeker(s) wishes. The Access Seekers then have 10 days to request the orders be treated as Aged Tenancy Order(s) or they will

be cancelled.

- 1.18 The Access Seeker(s) may request that the Company attempt to obtain the necessary permissions and consents required to install the individual Connection for an Aged Tenancy Order (with no MDU Common Infrastructure necessarily being installed in the MDU to connect the relevant tenancy). The Company will use its reasonable endeavours to:
 - 1.18.1 Request all necessary permissions and consents (from the MDU owner(s) and any other parties such as, the relevant local authority or neighbours) required by Law to carry out the work to install the Residential or Business Connection for the Aged Tenancy Order; and
 - 1.18.2 Request the MDU owner(s) agreement to such conditions as the Company may reasonably require in order to meet any relevant statutory, regulatory or local authority requirements (including requirements relating to weather tightness of the MDU) in relation to installing the Residential or Business Connection for the Aged Tenancy Order; and
 - 1.18.3 Provide the Access Seeker(s) who placed the Aged Tenancy Order(s) with a quote(s) for any Charges pursuant to Schedule 10 (including UFB New Connection - Non Standard Install charges) for the relevant tenancies (Aged Tenancy Connection costs) and agreement from the RSP(s) to pay the Aged Tenancy Connection costs. Noting these costs will be subject to the Company contribution of \$1,000 and when at a later date the MDU infrastructure is complete the Company contribution tenancy calculation will be reduced by the number of Aged Tenancy Orders completed;
- 1.19 Once the Company has completed the Aged Tenancy Order Steps in clause 1.18, including receipt of the Access Seeker (s) payment of the cost quote (if any), the Company will:
 - 1.19.1 advise the Access Seeker and the MDU owner(s) of the Connection Date (within 30 business days (or such later date agreed between the Access Seeker and relevant End User) of receipt of acceptance of costs by the Access Seeker(s)); and
 - 1.19.2 install the Connection and provision Layer 2 services ordered in relation that Residential or Business Connection (if any).
- 1.20 Where the Company has completed installation of an Aged Tenancy Order pursuant to clauses 1.17 to 1.19 above or Deemed Aged Tenancy Connections pursuant to clause 1.21 below, then the provisions relating to Subsequent MDU Orders including the Service Levels in clause 8A.2(d) will not apply to any further orders for Residential or Business Connections in that MDU.
- 1.21 Prior to Service Level Commencement Date for MDUs, where the Company has installed a Residential or Business Connection to a tenancy in an MDU and has only obtained consent for connection of that tenancy and provision of Services to of that tenancy, then the connection to that tenancy is a Deemed Aged Tenancy Connection.