

Schedule 9: Minimum Operator Service Levels

1. Service levels and service rebates

1.1 When does this Schedule apply?

The service levels and service rebates set out in this Schedule will apply to a Communications Service, if there are no service levels or service rebates specified for that Communications Service in the relevant service schedule.

See <http://www.pivit.com.au/index.cfm?MenuID=170>

2. Classifying the severity level of each problem

2.1 Severity Level

The Operator will assess the severity level of each problem. Severity level categorises service problems in terms of their effect on the Network, in particular as set out in clauses 2.2, 2.3, 2.4 and 2.5 below.

2.2 Critical problem

A critical problem is a service problem in the Network that severely affects the network services, and requires immediate corrective action, including for example:

- (a) Loss of core connectivity; and
- (b) Severely degraded service performance across the Network.

2.3 Major problem

A major problem is a service problem that seriously affects a Customer and requires immediate attention including for example:

- (a) Reduction of data carrying capacity on a single or multiple points of presence affecting multiple customers at the same points;
- (b) Repeated short outages on a single or multiple points of presence affecting multiple customers at the same points; and
- (c) Significant increases in occurrence of Support Requests on a single or multiple points of presence affecting multiple customers at the same points.

2.4 Minor problem

A minor problem is a service problem that is not critical or major, including for example:

- (a) Problems that do not affect multiple Customers or multiple Communications Services; and
- (b) Reduction of data carrying capacity related to a Customer's activities and applications.

3. Response and Restoration Times

- 3.1 Response Time is the time taken by the Operator to acknowledge a reported problem, determine the severity level and if a site visit is required, the time taken to be onsite to investigate the problem.
- 3.2 Restoration Time is the maximum time to be taken by the Operator to remedy the problem and return the affected Communications Services to full working order, including any necessary field support.

The following table lists the Response Times and Restoration Times for each category of problem.

Severity	Target Response Time	Target Restoration Time
Critical	1 hour	6 hours
Major	2 hours	1 Business Day
Minor	4 hours	4 Business Days

- 3.3 The Restoration Times set out above do not apply where a problem is due to faults or defects with the Network that the Operator is not authorised to maintain or correct.
- 3.4 No service rebates are payable for failing to comply with Response Times or Restoration Times.

4. Availability of Communications Services

4.1 Service levels and service rebates offered to Customers for availability of Communications Services

- (a) The Principal and the Operator agree that the service levels and service rebates for availability of Communications Services that the Operator must offer to Customers during the Term for each Communications Service, must not be any less than those service levels and service rebates set out below (unless stated otherwise in the service schedule for the relevant Communications Service).
- (b) Terms and conditions that apply to the calculation of availability of Communications Services and the Operator's obligations to pay service rebates will be specified in the Customer Contract or available at <http://www.pivit.com.au/index.cfm?MenuID=170>.

4.2 Calculating Communications Service availability

The Operator must report upon the availability of all Communications Services as agreed with the Principal. Communications Services availability expressed as a percentage is calculated as follows:

- (a) $\frac{\text{Total minutes of Services disruption in the month} \times \text{number of connected Communications Services affected} \times 100}{\text{total amount of minutes in the month} \times \text{number of Communications Services connected}}$;

- (b) Services disruption is any unplanned outage that results in a Customer not being able to access any of the Communications Services. The Operator shall be permitted to advertise and use a service window (planned outage) between the hours of 12am and 5am each day for network moves, additions and changes.
- (i) Normal outages in this window should be notified at least 1 week in advance to all affected Customers. A normal outage is a part of a planned growth pattern or the regular maintenance cycle of the Network;
 - (ii) Emergency outages notified within 48 hours of rectification works to be conducted are deemed as a part of the original failure event. This downtime will be calculated at 25% of the actual impact as they are planned rectification works onset by a system failure.

4.3 Service Rebates payable to Customers

- (a) If the availability of an Communications Service falls below 99% per month, then the Principal and Operator agree that the Operator will pay the Customers that are affected the following service rebates:

Communications Service Availability	Service rebate payable by the Operator (as a percentage of the monthly service fees for the affected Communications Service(s) payable by a Customer), to be credited to the Customer's account:
Less than 99%, but greater than or equal to 97%	10%
Less than 97%, but greater than or equal to 94%	20%
Less than 94%	50%

- (b) The Principal acknowledges that service rebates are not payable to Customers that are in default under their individual Customer Contracts.

4.4 No Service Rebates payable to Principal