

# NexVoice Service Level Agreement

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## 1 Purpose

- 1.1 The purpose of the Service Level Agreement (SLA) is to formalise expectations between Nextep Broadband and Channel Partners for the delivery and support of NexVoice services in accordance with their Channel Partner Agreement with NEC Australia Pty Ltd. The Service Level Agreement document defines, for Nextep Broadband Channel Partners, service activation and service assurance performance parameters for NexVoice services.

## 2 Scope

- 2.1 The areas covered by this agreement are:
- The activation process invoked by the Channel Partner to provide a NexVoice service to their End Users.
  - The assurance process invoked by the Channel Partner to provide network support at Level 2 and above.
  - The network availability invoked by Nextep Broadband to provide a NexVoice service to the Channel Partner.

## 3 Exclusions

- 3.1 Service Activation delay — ceteris paribus — does not include any delays caused by:
- Planned Network outages.
  - Acts, omissions and delays by a Channel Partner or an End User
  - installation configurations that are not supported by Nextep or requirements that extend beyond the SLA activation period.
  - Behaviour of End User equipment, facilities or applications that are not supplied or managed by Nextep Broadband.
  - Acts of God, and any other situations beyond the reasonable control of Nextep Broadband.
  - Internet broadband services provided by any other Internet Service Providers.
- 3.2 Nextep Broadband's service assurance obligations do not extend to faults caused as a result of:
- Any fault in equipment, software or any network not forming part of the service
  - Disconnection or damage from any external cause that may prevent the service or the Nextep Broadband Equipment from working correctly.
  - Acts or omissions by the Channel Partner or End User.
  - Third party equipment that is not Nextep approved, that are uncertified or not installed by Nextep Broadband.
  - Operation of the Internet broadband service provided by any other Internet Service Provider.
- 3.3 Network Unavailability does not include any unavailability resulting from:
- Planned Network outages.
  - Acts or omissions by the Channel Partner or End User that may render the service unavailable.
  - Acts of God, and any other situations beyond the reasonable control of Nextep Broadband.
  - Faults in equipment, software or any network not forming part of the service

- e) Damage due to external causes, e.g. vandalism, theft, etc.
- f) Faults in the Internet service — ceteris paribus — provided by any other Internet service provider.

3.4 This SLA only applies to individual NexVoice services.

3.5 Nextep Broadband may, but is not obliged to, provide the Channel Partner or End User with on site technical support. This is a charged service with separate terms and conditions.

## 4 Liability of Nextep Broadband

4.1 This document is written for installations where the NVA (NexVoice Adaptor) is supplied and installed by Nextep Broadband. Nextep Broadband is not responsible for overall system performance, thermal characteristics, EMC and safety issues where the Channel Partner or End User uses third party equipment and/or the system integration has been completed by parties other than Nextep Broadband or self-installed.

4.2 Nextep Broadband is not responsible for:

- a) software not distributed, approved or recognised by Nextep Broadband including software downloaded from the Internet. If a Channel Partner or End User uses such software in connection with the NexVoice service, Nextep Broadband will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.
- b) any fault, which is within the network of any other Internet broadband supplier. Nextep Broadband will notify the Channel Partner if it considers that an Other Supplier is responsible for a fault and will request that the fault be repaired promptly. Nextep will not bear liability.
- c) the correct operation and functioning of a primary telephone service or end-user device that is not recognised as approved and supported by Nextep. In particular, should the Channel Partner use an ATA or end device that is not listed as an approved device, this service level agreement only applies up until the NexVoice Network Boundary. Nextep will not guarantee the correct operation of feature and functionality, security or management of the end-device.

## 5 Nextep's Business Hours of Operation

Nextep's Business Hours of Operation are 8:00 AM to 6:00 PM weekdays excluding National Public and gazette Holidays.

The Nextep Broadband Operations Centre is available to take Support Requests 24 hours per day, every day and can arrange callouts to meet the service restoration objectives of this Service Level Agreement.

## 6 Service Activation

Nextep Broadband endeavors to have:

- a) normal service activation of a NexVoice Service completed within a Service Activation Target of 20 business days. The service activation period does not include the activation of any underlying broadband services such as modems, cabling or infrastructure. Should the installation and activation of a broadband internet service delay the activation of a NexVoice service, the service activation period will exclude any such delays.
- b) Service activation of a NexVoice service that does not require the supply of CPE (i.e ATA) or provisioning of an underlying internet service, will be completed within a Service Activation target of 8 business days.

No service installation or activation rebates apply for any installation delays incurred.

## 7 Call Out Prior to Service Commissioning

Call out fees apply each time Nextep Broadband Field Operations staff or contractors visit an End Customer site, due to any fault or delay in Service Activation caused by the End Customer or Channel Partner. Initial and additional visits are charged on a fee for service basis, as set out in the table below.

Metropolitan Call Out Fee	
During Business Hours	\$45 initial fee plus \$25 per 15 min per person
Outside Business Hours	\$200 initial fee plus \$30 per 15 min per person

Non-Metropolitan Call Out Fee	
During Business Hours	\$45 initial fee plus \$25 per 15 min per person plus travelling time to and from jobs at \$25 per 15 min per person
Outside Business Hours	\$200 initial fee plus \$30 per 15 min per person plus travelling time to and from jobs at \$30 per 15 min per person

## 8 Service Assurance

Channel Partners are responsible for isolation, qualification and rectification of Service Faults within End Customer equipment and connections that are external to the NexVoice network boundary. In cases, where the Channel Partner believes that the fault is not in their own network or end-customer equipment, but in the NexVoice network or NexVoice supplied devices, the Channel Partner must lodge a Support Request (SR) with Nextep.

### 8.1 Fault Response Time

Fault Response Time is the time taken by Nextep Broadband to acknowledge a fault reported during the Service Period. Target fault response times for NexVoice services are set out in the table below:

Severity	Target Fault Response Time
Critical	1 hr
Major	2 hrs
Minor	4 hrs

### 8.2 Fault Restoration Time

Fault restoration shall be resolved according to the customer support clause 11.1 within the Nextep Broadband Channel Partner Agreement.

Service restoration time is calculated from the time that Nextep Broadband receives a fault or trouble report from the Channel Partner to the time when the NexVoice service within the NexVoice Network boundary ceases to be Unavailable.

A service is considered Unavailable when it is rendered not useable as a result of severe degradation or the service is incapable of making outgoing or receiving incoming calls that would have otherwise been possible during normal service operation.

A service is not considered unavailable where downtime is incurred as a result of or in connection with a Channel Partner's or End Customer's equipment (including ATA) or the Channel Partner's or End-Customer's act of omission, or an act of omission of its agents, employees, contractors or invitees.

The target fault restoration time for NexVoice services is set out in the table below.

Parameter	Target Fault Restoration Time
Mean Time To Repair	4 hours

### 8.3 Incorrect Callout Fee

Incorrect callout fee is set out in the table below:

Metropolitan incorrect Call Out fee	
During Business Hours	\$45 initial fee plus \$25 per 15 min per person
Outside Business Hours	\$200 initial fee plus \$30 per 15 min per person

Non-Metropolitan incorrect Call Out Fee	
During Business Hours	\$45 initial fee plus \$25 per 15 min per person plus travelling time to and from jobs at \$25 per 15 min per person
Outside Business Hours	\$200 initial fee plus \$30 per 15 min per person plus travelling time to and from jobs at \$30 per 15 min per person

No rebates apply for any outages incurred by service faults.

## 9 NexVoice Network Availability

NexVoice network availability is expressed as a percentage of time when the NexVoice network is available and operational. Network Availability is calculated as per the below formula.

$$\text{NexVoice Network Availability} = \frac{\text{Time Interval} - \text{Outage Time}}{\text{Time interval}} \times 100\%$$

The target NexVoice Network Availability is a minimum of 99.9% during the course of a given calendar month.

For the avoidance of doubt, the term "Time Interval" and "Outage Time" are defined in the Definitions section of this document.

## 10 Porting Service Level Agreement

### 10.1 Porting Completion Time

LNP lead time is subject to the terms and conditions outlined within ACIF C540: 2003 for Local Number Portability. The porting process for LNP, can take anywhere between a minimum of 15 working days to a maximum of 120 calendar days.

### 10.2 Average Outage Period

A successful port may take anywhere between 25 minutes and 3 hours.

### 10.3 Porting Retargets

The Channel Partner may reschedule a new cutover date and time, so long as it is within the PAF expiry timeframe. If the PAF expires, the Channel Partner will be required to notify Nextep Broadband to commence the LNP process again. Nextep Broadband allow only 2 retargets with at least 5 business days notice. Any further re-targets will require lodging of a new porting application.

### 10.4 Port Cancellations and Emergency Returns:

If the Channel Partner is aware that problems or cancellation of the porting process occur, the Channel Partner is required to notify Nextep Broadband as soon as it is known.

A port cancellation is known as an Emergency Return if it takes place 3 hours prior to the scheduled cutover date and time and ceases 4 working hours after the port has been verbally completed. An Emergency Return will return all services to a pre-port condition.

If the Emergency Return is identified as being the result of incorrect information contained on the PAF, inappropriate features on a Line or the Channel Partner or End-Customer are at fault, the costs incurred by Nextep Broadband to recover associated inter-carrier charges shall be billed directly to the Channel Partner in the form of an Emergency Return Fee. The Channel Partner may contact Nextep to reschedule a new cutover date and time, so long as it is within the PAF expiry timeframe.

The Emergency Return Fee may be charged if an Emergency Return is initiated at the time of porting or during the preceding 3 hours due to:

- the customer cancelling or postponing the port;
- the customer's equipment being found to be incompatible; or
- the customer's equipment maintainer not having done or not able to do the specified work.

	Max. Emergency Return Fee
Normal Hours	\$5000 fee
Extended Hours	\$5000 fee

### 10.5 Additional Porting Fees:

Visits by Nextep personnel to the customer-premises to assist and project manage the porting process are charged on a fee for service basis, as set out in the table below:

	Porting On-Site Fees
Normal Hours	\$45 initial fee plus \$25 per 15 min per person
Extended Hours	\$200 initial fee plus \$30 per 15 min per person

## 11 Definitions

For the purpose of this Service Level Agreement, except if the context requires otherwise, the following words shall have these meanings:

Term	Definition
Application for Service	means the application document requesting the activation of a NexVoice telephony service and setting out the information required by Nextep Broadband to provision this Service.
Business Day	means any day other than a Saturday, Sunday and gazetted public Holiday.
Conditional Ready for Service Date	means a Ready for Service Date, which will not entitle the Channel Partner to any Service Level rebates if Nextep Broadband fails to meet such date.
Critical problem	means a service problem in the Nextep Broadband network that that severely affects the End User service, and requires immediate corrective action. E.g. loss of service connectivity, severely degraded service performance.
Customer	means the person or entity whose name appears on the Application for Service and that party's successors and permitted assigns.
End Customer	means any person or entity to whom the Channel Partner supplies the NexVoice Services.
Incorrect Callout	means a callout associated with a fault, reported by the Channel Partner, that is found to be in a network or equipment owned or maintained by any Other Supplier.
Installation Delay	means that period of time (measured in Business Days) commencing on and from the Unconditional Ready For Service Date until the Service Start Date.
LNP	means Local Number Portability

Term	Definition
Major problem	means a service problem that seriously affects the End User operation, maintenance, and administration, etc. and requires immediate attention. E.g. Reduction of data carrying capacity, repeated short outages or significant increase in occurrence of Support Requests
Mean Time To Repair	means the mean time required by Nextep Broadband to restore the service. The mean is taken over one calendar month.
Minor problem	means a service problem that the Channel Partner does not view as critical or major. Minor problems are those that do not significantly affect the End User service.
NexVoice Network Boundary	is defined as the point of interconnection between the IP-Gateway of the NexVoice Network and the Channel Partner's nominated Internet service provider. Nextep Broadband do not guarantee the quality and reliability of other Internet services that deliver NexVoice Services to the customer premises.
Other Supplier	means a Carrier (as defined in the Telecommunications Act 1997), Carriage Service Provider or an equipment supplier, other than Nextep Broadband.
Outage	occurs when the Service is Unavailable.
Outage Time	outage time is the duration of time within a given calendar month, that a service considered Unavailable
PAF	means Porting Application Form
Planned Outage	means a period of time, as reasonably determined by Nextep Broadband, that Nextep Broadband may interrupt its supply of the Services to the Channel Partner for routine maintenance, upgrading or other similar activities, after giving the Channel Partner reasonable prior notice.
PSTN	means Public Switched Telephone Network, specifically any network or facility supplied by an Other Supplier (including international terrestrial or satellite links) used to complete the call.
Requested Delivery Date	means the Channel Partner's preferred date for installation of new Services specified in the Application for Service or the Channel Partner's preferred date from when it wishes for a Variation of the Services to be operational.
Service	means an individual NexVoice service
Service Delivery Point	means the physical port interface to a Nextep Broadband supplied ATA device that delivers the NexVoice Service. For non-Nextep Broadband supplied ATA units, the NexVoice Service Delivery Point is defined by the interconnection from the Channel Partner network to the NexVoice Network.
Service Period	means a period in which Nextep Broadband provides response to Support Requests 24 hours per day, seven days per week and initiates action to achieve service restoration target in accordance with this SLA.
Service Start Date	means the earlier of: <ul style="list-style-type: none"> <li>d) the date on which Nextep Broadband first notifies the Channel Partner that the Services are ready for use; and</li> <li>e) the date on which the Channel Partner first uses the Service.</li> </ul>
Time Interval	Is defined as one calendar month

Term	Definition
Unavailable	means there is a loss of signal in respect of the Service, rendering the Service completely unavailable for use or degraded to such an extent as to be unusable by the Channel Partner.