



BUSINESS SERVICE LEVEL AGREEMENT (SLA)

JULY 2020

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DEFINITIONS IN THE DOCUMENT

Business Hours are 8:00 AM to 6:00 PM EST, weekdays, weekends 10:00 AM to 4:00 PM EST excluding gazetted holidays.

Central Business District, Metropolitan, Regional and Remote Areas

Lightning Broadband uses the same definitions as Telstra to define Central Business District (CBD), Metropolitan, Regional and Remote areas. CBD and Metropolitan Areas are typically within the boundaries of state and territory capital cities. Regional areas are areas outside Metropolitan areas.

Customer Premises Equipment (CPE) means:

For Wireless Access services (Fibre Bridge):

- an Outdoor Radio Unit mounted on a secured mast;
- Lightning Broadband installed cabling between the Radio Unit to your Communications Room/Rack;
- Powered Ethernet Network Termination Unit;
- Termination Router;
- Lightning Broadband installed cabling and/or network switch;

For Optic Fibre related services:

- Powered Ethernet Network Termination Unit;
- Termination Router;
- Lightning Broadband installed cabling and/or network switch;

End User is the business customer to whom Lightning Broadband on-sells a Lightning Broadband service.

Ethernet means Lightning Broadband synchronous broadband services including terrestrial copper and fibre services and wireless (rooftop).

Fault means a failure in the normal operation of the Services.

Severity:

Low – Minor Fault

Issues that do not impact business function or do not have a time constraint but may cause problems in the future.

High – Major Fault

Issues that are impacting on business operation and typically affects the ability of a user(s) to perform their tasks but is not critical to overall business operation. These issues would not typically have an available work-around.

Urgent – Critical Fault

Issues that have a major and immediate impact on the business operation and typically affects the ability of all, or a majority of, users. Issues with this severity must be reported by a phone call.

Fault Response Time means the period of time between a failure in the normal operation of a Service being reported to the Lightning Broadband via designated communication channel – refer to contact channels table, **preferred contact method is via the customer portal** by the end user and a response from Lightning Broadband acknowledging the report.

Fault Restoration Time means the period of time between Lightning Broadband determining that a reported failure in the normal operation on service is a fault and repair of the fault by Lightning Broadband.

Incorrect Callout means a callout associated with a fault, reported by the End user that is found to be in a network or equipment owned or maintained by any organisation other than Lightning Broadband.

NOC means Network Operations Centre

Contact Number: 1300 596 426

Support email: help@lightningbroadband.com.au

Service Period means a period in which Lightning 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.

Support Request means a request made by the end user that Lightning Broadband will investigate and assist with a service fault. Level 1 support will include verification that the end user CPE modem or router is not faulty. Should the level 1 support will not be sufficient, the support request will initiate Level 2 support from the Lightning Broadband Operations Centre.

Time interval is one calendar year beginning and ending on first of January at 00:00 the Australian Eastern Standard Time.

Planned outage is the periodic pre-announced occurrence when a network element will be taken out of service for maintenance or upgrade.

Service outage is when a network path is considered to be inaccessible if either:

- The performance of the path is severely degraded to an extent that the service is effectively unavailable. Severe degradation occurs where in excess of 60% of the packets transmitted on the path are lost during a period of 15 minutes.

Year refers to a calendar year beginning and ending on first of January at 00:00 the Australian Eastern Standard Time.

PURPOSE

This document describes the Lightning Broadband Network Service Level Agreement (SLA) for Lightning Broadband Customers (End users). It covers the activation and service assurance of Lightning Broadband FTTB and Fixed Wireless services.

The SLA applies to Lightning Broadband services sold in accordance with the relevant wholesale carrier agreements.

INTRODUCTION

Lightning Broadband is a Broadband access provider that retails business grade Broadband and allied services supported by applicable Service Level Standards.

Lightning Broadband is committed to total service delivery. This SLA covers elements of the Lightning Broadband service that include elements outside the direct control of Lightning Broadband. Further, the SLA is a living document that evolves over time with new initiatives and service agreements.

SCOPE

The areas covered by this agreement are:

- a. The activation process invoked by the customer to accept a Lightning Broadband service.
- b. The assurance process invoked by the End user to provide network support at Level 1.
- c. Lightning Broadband services in Metropolitan and Regional areas excluding remote areas. Service Level Agreement for Lightning Broadband FTTB and Fixed Wireless services in remote areas can be provided on a case-by-case basis.

This document is not intended to describe Lightning Broadband products and services. Product descriptions and general information about Lightning Broadband services is available from the Lightning Broadband account team or website.

EXCLUSIONS

Service Activation delay does not include any delays caused by:

- a. Planned Network outages
- b. Acts, omissions and delays by an End User including installation requirements beyond SLA activation period (refer to service activation table)
- c. Behaviour of End User equipment, facilities or applications
- d. Acts of God and any other situations beyond the reasonable control of Lightning Broadband.

Lightning Broadband's service assurance obligations do not extend to faults caused as a result of:

- a. Any fault in equipment, software or any network not forming part of the service or the Lightning Broadband Equipment; or
- b. Damage from any external cause that may prevent the service or the Lightning Broadband Equipment working.
- c. Acts or omissions of an End User.
- d. Third party equipment that is not installed by Lightning Broadband.
- e. The removal of Lightning Broadband Equipment

Network Unavailability does not include any unavailability resulting from:

- a. Planned Network outages.
- b. Acts or omissions of an End User.
- c. Acts of God, and any other situations beyond the reasonable control of Lightning Broadband.
- d. Faults in the End User equipment or software.
- e. Damage due to external causes, e.g. vandalism, theft, etc.

This SLA applies to individual connections and the network core services. This means the SLA is applied to each tail of a multipoint network, and covers the network as a whole.

- a. Further, this means working tails on a multipoint network will not attract service activation or service unavailability rebates being applied to a tail that has not met the SLA.
- b. Lightning Broadband may, but is not obliged to, provide the End User with onsite technical support. This is a charged service with separate terms and conditions.
- c. Lightning Broadband may access End User content and other parts of the service as necessary to identify and resolve technical problems or to respond to service complaints.

LIABILITY OF LIGHTNING BROADBAND

This document is written for installations where the CPE is supplied and installed by Lightning Broadband. Lightning Broadband is not responsible for overall system performance, thermal characteristics and safety issues where the End- User uses third party equipment and/or the system integration has been completed by parties other than Lightning Broadband.

Lightning Broadband is not responsible for:

- a. the correct operation and functioning of the End User's intruder detection alarm systems associated directly or indirectly with the operation of Lightning Broadband services
- b. Delays and or outages due to circumstances outside Lightning Broadband's control, such as "Mass Service Disruption" including damages to exchange facilities (Telstra and NBN) facilities by a third party; natural disasters or extreme weather conditions (e.g. bushfire, flood, cyclones) or where delays and outages are caused by wholesale carrier infrastructure shortfalls including staffing and physical resources or impact of compliance with other circumstances beyond the control of Lightning Broadband such as laws and obligations imposed by the Commonwealth, State, Territory or Local Government.
- c. Software not distributed, approved or recognised by Lightning Broadband including software downloaded from the Internet. If an End User uses such software in connection with the Lightning Broadband service, Lightning Broadband will not be liable for any fault, loss and/or damage resulting directly or indirectly from such use.
- d. Any fault which is within the network of any interconnected other supplier. Lightning Broadband will notify that other supplier of the fault and request that the fault be repaired promptly but Lightning Broadband will not bear liability.
- e. The correct operation and functioning of the telephone service associated with a Lightning Broadband service.

LIGHTNING BROADBAND BANDWIDTH SERVICES & PERFORMANCE SLA

The Lightning Broadband Network can be accessed via a number of different last mile technologies or access tails. Performance and redundancy of these services can and will be affected by the specific access technology and be detailed in the relevant product description.

The Lightning Broadband business services platform offers two different service level agreements throughout our core network:

- **Essential** providing 99% uptime
- **Enhanced** providing 99.95% uptime

Ethernet and Internet Services

Business grade Ethernet services may be delivered by technologies including Fibre Optic and Fixed Wireless.

LIGHTNING BROADBAND'S BUSINESS HOURS OF OPERATION

Lightning Broadband's Business Hours of Operation are 8:00 AM to 6:00 PM EST weekdays and 10:00 AM to 4:00 PM EST weekends (excluding gazetted Holidays).

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

SERVICE ACTIVATION (FROM ORDER ACCEPTANCE)

Service	Activation Target after successful service pre-qualification. (up to)
Optic Fibre Ethernet (in-place)	45 Business Days
FTTB/FTTP	1 Business Day [^]
Wireless (rooftop) (Fibre Bridge)	25 Business Days* (* Post site review)

[^] unless otherwise advised

The above service activation days are counted from when a successful pre-qualification of the End User location is received or from when a Sales Order Form is processed by Lightning Broadband, whichever is later.

Lightning Broadband applies the service activation target on a per tail basis. This means networks with multiple tails are treated from the application date of each tail. If all tails are not ordered on the same date the network with multiple tails may take more than 20 business days to be completed and activated.

Service Activation Rebates for services

If Lightning Broadband determines in its reasonable commercial judgment that Lightning Broadband has failed to deliver the service, as committed, then the customer account will be credited for the specific service as follows:

Delay	Rebate (% of Installation Fee)
More than three but less than ten Business Days	15%
Ten or more Business Days	30%

An additional fee applies each additional time Lightning Broadband Field Operations staff visits an end user following the initial visit, due to any fault or service requested which is not within the Lightning Broadband agreed scope of works, as set out in the table below.

	Additional Installation Fees
During Business Hours	\$150 per visit to cover initial two hours, thereafter \$25 per 15 minutes per person including travel time
Outside Business Hours	\$225 per visit to cover initial two hours, thereafter \$25 per 15 minutes per person including travel time

SERVICE ASSURANCE

End users are responsible for isolation and rectification of service faults within End User equipment and where applicable their own network. In cases where the End user believes that the fault is not in the network or End User equipment but in the Lightning Broadband network, they must lodge a Support Request (SR) with Lightning Broadband via the Lightning Broadband Customer Portal, Contact Number 1300 596 426 or via email to help@lightningbroadband.com.au. Calls to the Lightning Broadband Contact Number are answered 24 hours, 7 days a week.

Fault Response Time Business Hours

Fault Response Time is the time taken by Lightning Broadband to acknowledge a fault reported during the Service Period.

Target Fault Response Times for Access services

Target fault response times for all Lightning Broadband services are set out in the adjacent table:

Ethernet	Essential Target Fault Response Time	Enhanced Target Fault Response Time
Critical	2 hrs	1 hr
Major	4 hrs	2 hrs
Minor	6 hrs	4 hrs
Other Service Types	4 hrs	2 hrs

Fault Restoration Time

Fault Restoration Time is the time taken by Lightning Broadband to return the service to full working order and may include field support.

Where a fault is reported outside business hours the restoration target begins at the beginning of the next business day.

Wireless Access services

Severity	Target Fault Restoration Time ³					
	Essential SLA			Enhanced SLA		
	CBD/ Metropolitan Area	Metro Area	Outer Metro 2 Area	CBD/ Metropolitan Area	Metro Area	Outer Metro 2 Area
Critical	End of two Business Days	End of three Business Days	End of four Business Days	End of next Business Day	End of two Business Days	End of three Business Days
Major	End of three Business Days	End of four Business Days	End of five Business Days	End of two Business Days	End of three Business Days	End of four Business Days
Minor	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement

³: Subject to Lightning Broadband having access to the End User premises and radio infrastructure. Metro is defined as within 15km of the CBD.

Dedicated Data Access and Ethernet Access Services (Business FTTB/FTTP)

Severity	Target Fault Restoration Time ⁴			
	Essential SLA		Enhanced SLA	
	Metropolitan Area	Regional Area	Metropolitan Area	Regional Area
Critical	End of next Business Day	End of three Business Days	12hrs (24x7)	End of two Business Days
Major	End of two Business Days	End of four Business Days	End of next Business Day	End of three Business Days
Minor	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement	Subject to a mutual agreement

⁴: Subject to Lightning Broadband having access to the End User premises.

Incorrect Callout Fee

Incorrect callout fee is set out in the table below:

	Callout Fee (GST Ex)
During Business Hours	\$150 per visit to cover initial two hours, thereafter \$25 per 15 minutes per person including travel time
Outside Business Hours	\$225 per visit to cover initial two hours, thereafter \$25 per 15 minutes per person including travel time

Network availability guarantee

Lightning Broadband network availability is expressed as a percentage of time when the network is operational.

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

The target sore network availability is a minimum of 99% for Essential SLA and 99.95% for Enhanced SLA during the course of a year.

NOTE: This network availability target does not apply to last mile/tail services.

MONTHLY SERVICE CHARGE REBATE

Monthly Service Charge Rebate for Ethernet services

If Lightning Broadband determines in its reasonable commercial judgment that during any calendar month, the Lightning Broadband service was unavailable for a total period longer than six business hours, then the account charge relating to that specific service or services, will be credited as follows:

Ethernet Service Unavailability	Rebate (Only Recurring Monthly Charges)	
	Essential SLA	Enhanced SLA
Between 6 and 24 hours	12%	15%
More than 24 hours but less than 48 hours	28%	35%
More than 48 hours	40%	50%

Rebate Claim Process

Lightning Broadband will provide calculations of rebate in response to a received written request from the End user within 10 working days of receiving the request.

ESCALATION PROCESS

The tables below describe the escalation path for Lightning Broadband’s to request escalations related to Lightning Broadband Service Assurance and Lightning Broadband Service Delivery respectively.

Lightning Broadband Service Assurance & Service Delivery

Service Assurance Escalation		Contact	Contact Details
Level 1	All Service Assurance enquiries	Lightning Broadband Support Team help@lightningbroadband.com.au	All escalation requests are to be made via Lightning Broadband NOC on: 1300 596 426, Customer Portal or help@lightningbroadband.com.au
Level 2	Service Assurance jobs that have missed SLA and complaints	Lightning Broadband Support Team help@lightningbroadband.com.au	
Level 3	Major escalations and complaints	Operations Manager Poh Meng Lee pmlee@lightningbroadband.com.au	
Level 4	Senior Management issues	Chief Executive Officer Jeremy Rich jrich@lightningbroadband.com.au	