

Lightning Wholesale - Service Levels

1.1 Products and Service Levels

The Services and their respective service level categories and Service Levels are specified in the Wholesale Price List, which Lightning Wholesale may update and re-issue to the RSP from time to time.

1.2 Connection Guarantee

Lightning Wholesale will deliver all Services within the following timeframes based on the availability of telecommunication infrastructure:

- (a) where an In Place Connection exists, the Service will be made available to the RSP by the end of second Business Day from Lightning Wholesale's acceptance of the applicable Service Order;
- (b) where infrastructure is In Close Proximity, the Service will be made available to the RSP within five Business Days from Lightning Wholesale's acceptance of the applicable Service Order by or as otherwise agreed; and
- (c) where infrastructure is Not Readily Accessible, the Service will be made available to the RSP by a date which is mutually agreed between Lightning Wholesale and the RSP.

1.3 Compensation for a Non-CSG Service

Subject to paragraphs 1.4 and 1.5 and any target availability set out in the Wholesale Price List, if Lightning Wholesale fails to meet a specific area of performance within an applicable service level for a Non-CSG-Service the RSP will be entitled to the following rebates:

Service Level	Area of Performance	Compensation		
Residential	Target Availability	Nil		
	Service Connection	100% of Connection Fee, if not delivered by agreed date in accordance with paragraph 1.2		
	Service Variation	100% of Connection Fee, if not delivered by agreed date in accordance with the applicable Service Levels		
	Fault Restoration	Nil		
	Latency	Nil		
	Packet Loss	Nil		
Essential	Target Availability	Nil		
	Service Connection	100% of Connection Fee, if not delivered by agreed date in accordance with paragraph 1.2		
	Service Variation	100% of Connection Fee, if not delivered by agreed date in accordance with the applicable Service Levels		
	Fault Restoration	5% of monthly service Fee if not restored by end of 2nd Business Day	10% of monthly service Fee if not restored by end of 3rd Business Day	25% of monthly service Fee if not restored by end of 5th Business Day
	Latency	Nil		
	Packet Loss	2.5% of monthly service Fee if more than 0.01% but less than 0.1%	5% of monthly service Fee if more than 0.1% but less than 0.5%	7% of monthly service Fee if more than 0.5%

Enhanced	Target Availability	Nil		
	Service Connection	100% of Connection Fee, if not delivered by agreed date in accordance with paragraph 1.2		
	Service Variation	100% of Connection Fee, if not delivered by agreed date in accordance with the applicable Service Levels		
	Fault Restoration	5% of monthly service Fee if less than 60 minutes past restoration target	10% of monthly service Fee if more than 60 min. but less than 240 min. past restoration target	25% of monthly service Fee if more than 240 minutes past restoration target
	Latency	Nil		
	Packet Loss	5% of monthly service Fee if more than 0.01% but less than 0.1%	7% of monthly service Fee if more than 0.1% but less than 0.5%	10% of monthly service Fee if more than 0.5%

1.4 Ineligible for Compensation

The RSP is not eligible for compensation under paragraph 1.3 if:

- (a) Lightning Wholesale is not in a position to avoid an event or occurrence which caused the noncompliance with the Service Level due to acts or omissions of a third party, the RSP, the End-customer or a Force Majeure event;
- (b) the RSP has been notified by Lightning Wholesale of a planned outage which, in Lightning Wholesale’s sole opinion, is required to maintain the Network at an optimum operating performance;
- (c) the End-customer has not cooperated with Lightning Wholesale or its agents and denied access to the RSP’s premises; or
- (d) delays are due to the need for Lightning Wholesale to comply with the Law.

1.5 Claiming Compensation

The payment of a rebate is conditional on the RSP notifying Lightning Wholesale of the noncompliance within 3 months of the relevant issue and the amount of rebate and whether a rebate is payable will be determined by Lightning Wholesale in its sole discretion, acting in good faith.