

**STANDARD TERMS FOR THE CO-LOCATION ON
CELLULAR MOBILE TRANSMISSION SITES
SERVICE**

**SCHEDULE 2
CO-LOCATION ON CELLULAR MOBILE
TRANSMISSION SITES SERVICE LEVEL TERMS
PUBLIC VERSION**

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1 Introduction

- 1.1 These Service Level Terms (**SLA**) are part of the Mobile Co-location Terms, which set out the rights and obligations of the Access Provider and the Access Seeker in relation to the Mobile Co-location Service.
- 1.2 The operational requirements for the Mobile Co-location Service are set out in the Mobile Co-location Operations Manual.
- 1.3 References to clauses or sections are references to clauses and sections of this SLA unless stated otherwise. The definitions set out in the Mobile Co-location General Terms and the Mobile Co-location Operations Manual apply to the extent that they are not expressly modified by or inconsistent with the context of this SLA. The additional definitions set out in clause 1.4 apply to this SLA.

1.4 **Definitions:** In this SLA:

Business Hours	means 8.00am to 5.00pm on any Working Day.
Charge	means any amounts payable to the Access Provider for the Mobile Co-location Service under the Mobile Co-location Terms.
Determination Date	means the date on which the Mobile Co-location Standard Terms Determination relating to the Mobile Co-location Service comes into force.
Future Service Level Deliverable	means any deliverable that is added to this SLA in accordance with the change mechanism set out in section 10 of the Mobile Co-location General Terms.
Future Service Levels	is the means by which the Access Provider's performance of a Future Service Level Deliverable will be measured.
Half Contract Year	means a 6 month period ending on 31 March and a 6 month period ending on 30 September.
Mobile Co-location Forecasts	has the meaning given to it in the Mobile Co-location Operations Manual.
Performance Penalty	means the amount that the Access Seeker is entitled to claim in the event of a Service Level Default, calculated in accordance with section 8 and Appendix 2.
Receipt Time	means, for a Site Data Pack Application, Full Site Application, Conditional Notice or Project Plan, the time that that Site Data Pack Application, Full Site Application, Conditional Notice, or Project Plan is received by the Access Provider (which shall be the time of notification of receipt by the Access Provider as provided for in clause 12.7.2 of the Mobile Co-location Operations Manual), provided that where a Site Data Pack Application, Full Site Application, Conditional Notice or Project Plan is received by the Access Provider outside Business Hours, the Receipt Time will be the start of the first Business Hour of the following Working Day.
Service Level Deliverables	means those deliverables performed by the Access Provider pursuant to this SLA, as set out in Appendix 1.
Service Levels	is the means by which the Access Provider's performance of a Service Level Deliverable is measured (except as may be otherwise provided) on

a calendar monthly basis, as set out in Appendix 1. A Service Level is subject to the exclusions specified in this SLA.

Service Level Default	means a failure by the Access Provider to meet the Service Level corresponding to a particular Service Level Deliverable.
Specified Date	means in respect of Future Service Levels, the date agreed under the change mechanism set out in section 10 of the Mobile Co-location General Terms.
Tolerance Level	means the minimum acceptable level of performance of a Service Level for a Deliverable, expressed as a percentage in Appendix 1.

2 Scope

- 2.1 This SLA:
- 2.1.1 sets out the quality and performance of the Service Level commitments of the Access Provider to the Access Seeker for the delivery of the Mobile Co-location Service; and
 - 2.1.2 provides for a penalty mechanism where the Access Provider fails to meet its Service Levels .
- 2.2 This SLA may be changed in accordance with the change mechanism set out in section 10 of the Mobile Co-location General Terms.
- 2.3 The change mechanism (set out in section 10 of the Mobile Co-location General Terms) will apply in the event that any changes to this SLA are proposed by the Access Seeker or the Access Provider.

3 Service Levels

- 3.1 The Access Provider will provide the Deliverables in accordance with this SLA.
- 3.2 The Service Levels apply from the Determination Date.
- 3.3 Any Future Service Levels will apply from the Specified Date.
- 3.4 The nature of any Future Service Levels, including their respective Tolerance Levels, will be set via the change mechanism process under section 10 of the Mobile Co-location General Terms.
- 3.5 If the Access Seeker updates or changes an Application pursuant to the process set out under the Mobile Co-location Operations Manual, the Service Levels applicable to that Application (as updated or changed) will be measured from the Receipt Time of that updated or changed Application.

4 Exclusions

- 4.1 The Service Levels will not apply where:
- 4.1.1 a Service Level Default is due to a Force Majeure Event;
 - 4.1.2 a Service Level Default is due to the Access Seeker failing to comply with an express obligation under the Mobile Co-location Terms, including, without limitation, the obligation to submit an Application in accordance with the provisions of the Mobile Co-location Operations Manual;
 - 4.1.3 it is expressly stated so in the Mobile Co-location Operations Manual;

- 4.1.4 a Service Level Default is due to:
- (a) a fault that is the Access Seeker's responsibility under the Mobile Co-location Terms; or
 - (b) a failure by the Access Seeker to perform an act that must be undertaken before the Access Provider must perform the Service Level Deliverable; or
 - (c) anything (including any fault) caused by the telecommunications network or equipment of any third party or the Access Seeker's Network or the Access Seeker Equipment;
- 4.1.5 a fault is reported and no fault for which the Access Provider is responsible is detected when the service is tested from end to end;
- 4.1.6 a Service Level Default is due to a failure by the Access Seeker to allow access to the premises or equipment when reasonably requested;
- 4.1.7 remedying a Service Level Default would result in a material health and safety risk for an Access Provider employee or agent, the avoidance of which could not have been realistically predicted by the Access Provider; or
- 4.1.8 agreed between the Access Provider and the Access Seeker.

4.2 Further exclusions and limitations to the Access Provider's liability in respect of specific Service Levels are set out in Appendix 1. The exclusions and limitations provided in Appendix 1 are in addition to the general exclusions set out in this clause 4 and in no way limit the exclusions set out in this clause 4.

4.3 Where the Access Provider makes a decision that a Service Level Default has not occurred because one or more of the exclusions or limitations apply, the details of the exclusion or limitation are to be recorded and reported in the Access Provider's monthly performance report provided in accordance with clause 6.1.

5 Access Seeker Forecasts

5.1 The Access Seeker will provide accurate Mobile Co-location Forecasts to the Access Provider in accordance with the procedures and time frames set out in the Mobile Co-location Operations Manual.

5.2 If the Access Seeker fails to provide the Access Provider with Mobile Co-location Forecasts, the Access Provider will use reasonable endeavours to process any relevant Site Data Pack Applications, but the Service Levels set out at Item Numbers 1 (Issue of Site Data Pack), 2 (Decision on Full Site Application), 3 (Final Site Approval) and 4 (Project Plan Approval) of Appendix 1, will not apply.

5.3 If the Access Seeker provides the Access Provider with an inaccurate Mobile Co-location Forecast, then there will be no requirement for the Access Provider to meet the Service Levels set out at Item Numbers 1 (Issue of Site Data Pack), 2 (Decision on Full Site Application), 3 (Final Site Approval) and 4 (Project Plan Approval) of Appendix 1, to the extent that any failure to meet the Service Levels is attributable to the inaccurate Mobile Co-location Forecast.

6 Reporting on Service Levels

6.1 The Access Provider will provide the Access Seeker and the Commission with a performance report each month. The report will be delivered or made available to the Access Seeker and Commission within 10 Working Days of the end of each calendar month in both hard-copy and electronic format. The report will detail the Access Provider's performance and compliance with each of the Service Levels over the preceding

month. The format and content of the performance report will be proposed by the Access Provider within 20 Working Days of the Determination Date for approval by the Commission.

7 Service Levels Defaults

- 7.1 In the event of a Service Level Default, the Access Provider will provide a report to the Access Seeker and the Commission detailing:
- 7.1.1 the cause of and procedure for correcting such Service Level Default;
 - 7.1.2 the steps taken by the Access Provider to remedy the Service Level Default and the effectiveness of those steps; and
 - 7.1.3 any previous Service Level Defaults in respect of that Deliverable occurring during the current and preceding Half Contract Year.

The report will be provided each month until the Service Level Default is remedied, at the same time as the Access Provider provides its report under clause 6.1.

8 Performance Penalties

- 8.1 Subject to section 4, in the event of a Service Level Default, the Access Seeker will receive a Performance Penalty from the Access Provider. The Performance Penalty will be that set out in Appendix 2.
- 8.2 Notwithstanding clause 8.1, the Access Seeker will not be entitled to receive Performance Penalties in respect of the period prior to the completion of the Soft Launch, as provided for in the Mobile Co-location Implementation Plan.

9 Reconciliation of Performance Penalties

- 9.1 Within 10 Working Days after the end of each calendar month, the Access Provider will provide a summary report to the Access Seeker that will detail the total amount of Performance Penalties imposed for Service Level Defaults in accordance with section 8, during the preceding calendar month, detailed by Service Level.
- 9.2 Where Performance Penalties are due to the Access Seeker, the Access Provider will set off the total amount of the Performance Penalties from the Charges due in the next invoice issued by the Access Provider to the Access Seeker in relation to the Mobile Co-location Service. If the Performance Penalties exceed the Charges due, then the Access Provider must pay the amount equivalent to the Performance Penalty, or that part of the Performance Penalty not so set off, to the Access Seeker within 20 Working Days.
- 9.3 Within 10 Working Days after each Half Contract Year, the Access Provider will provide a summary report to the Access Seeker that will include the following:
- 9.3.1 with respect to each Deliverable for which there was a Service Level Default during the preceding Half Contract Year:
 - (a) statistics on the Access Provider's average monthly performance of that Deliverable, detailed by calendar month, during that Half Contract Year; and
 - (b) the average of the Access Provider's average monthly performance of that Deliverable during that Half Contract Year;
 - 9.3.2 the total amount of Performance Penalties imposed for Service Level Defaults in accordance with section 8, detailed by calendar month, during the preceding Half Contract Year;

- 9.4 Any Performance Penalty imposed under the provisions of this SLA is credited on the basis that
- 9.4.1 there is no admission of liability by the Access Provider or the Access Seeker: and
 - 9.4.2 any amount credited will be credited without prejudice to any right of either the Access Provider or the Access Seeker to claim for additional loss resulting from the Service Level Default.

Appendix 1

Site Desktop Assessment – Stage 1

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
1.	Issue of Site Data Pack	Access Provider will issue Site Data Pack	Site Data Pack to be issued to the Access Seeker within 5 Working Days of Receipt Time of the Site Data Pack Application	90%	Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.

Detailed Site Design - Stage 2

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
2.	Decision on Access Seeker's Full Site Application	Access Provider will issue Conditional Site Approval or Access Provider will reject the Full Site Application	Conditional Site Approval or notification of rejection issued to the Access Seeker within 20 Working Days of Receipt Time of the Full Site Application	90%	<p>Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts.</p> <p>Conditional Site Approval will only be issued by the Access Provider if the Full Site Application is approved by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</p> <p>Approval for a Full Site Application will be withheld by the Access Provider if the Full Site Application is rejected by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.</p>

Final Site Approval – Stage 3

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
3.	Decision on Access Seeker's Conditional Notice	Access Provider will issue Final Site Approval or Access Provider will reject the Conditional Notice	Final Site Approval or notification of rejection issued to the Access Seeker within 5 Working Days of Receipt Time of the Conditional Notice from the Access Seeker	90%	Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts. The Mobile Co-location Operations Manual sets out the provisions in relation to whether a Final Site Approval should be issued.

Project Plan – Stage 4

4.	Decision on Access Seeker's Project Plan	Access Provider will issue Approval to Build or Access Provider will reject the Project Plan and will issue a change request	Approval to Build or notification of rejection and change request issued to the Access Seeker within 10 Working Days of Receipt Time of the Project Plan	90%	Refer to clause 5 regarding the failure of the Access Seeker to provide Mobile Co-location Forecasts or to provide accurate Mobile Co-location Forecasts. Approval to Build will only be issued by the Access Provider if the Project Plan is approved by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual. A change request will be issued by the Access Provider if the Project Plan is rejected by the Access Provider in accordance with the provisions of the Mobile Co-location Operations Manual.
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Planned and Unplanned Outages

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
5.	Notification of Planned Outages	Access Provider will advise Access Seeker of Planned Outages	Advise at least 10 Working Days before Planned Outage occurs	90%	Access Provider will use all reasonable endeavours to schedule Planned Outages between the hours of 12.00am and 7:00am
6.	Notification of Unplanned Outages	Access Provider will advise Access Seeker of Unplanned Outages	Advise within 2 hours, on a 24x7 basis, of Access Provider discovering or receiving notification of the Unplanned Outage	90%	

Fault Management for Mobile Co-location Service

Item No.	Service Attribute	Deliverable	Service Level	Tolerance Level	Exclusions and Limitations
7.	Meet notified expected restoration time	Access Provider will restore the fault within the expected restoration time	Restore fault within the Access Provider's notified expected restoration time	80%	The expected restoration time will be provided in accordance with the Access Provider's fault prioritisation systems. If a fault is logged outside Fault Restoration Hours, for the purposes of this Service Level, the report will be deemed to have been received from 7am the following day

Appendix 2

Performance Penalties

Item No.	Service Attribute	Deliverable	Tolerance Level	Performance Penalty
1	Issue of Site Data Pack	Access Provider will issue the Site Data Pack within 5 Working Days of Receipt Time of the Site Data Pack Application	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Site Data Pack</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>
2	Decision on Access Seeker's Full Site Application	Conditional Site Approval or notification of rejection issued to the Access Seeker within 20 Working Days of Receipt Time of the Full Site Application	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Conditional Site Approval</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>
3	Final Site Approval	Access Provider will issue Final Site Approval within 5 Working Days of Receipt Time of the Conditional Notice	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Final Site Approval</p> <p>B = the number of instances during the calendar month where the</p>

				Access Provider's performance fell below the specified Tolerance Level.
4	Project plan approval	Approval to Build or rejection and change request issued to the Access Seeker within 10 Working Days of Receipt Time of the Project Plan	90%	<p>The Performance Penalty is to be calculated on a per calendar month basis in accordance with the following formula:</p> <p>Performance Penalty = A x B</p> <p>Where:</p> <p>A = 7% of the standard Charge for the issue of Project Plan approval</p> <p>B = the number of instances during the calendar month where the Access Provider's performance fell below the specified Tolerance Level.</p>