Wholesale Product Schedule & Broadband Access Retail Service Providers

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LBNCo Pty Ltd (ACN 073 226 114)

1   Introduction

The following document provides the product description, pricing and service level agreement associated with the delivery of broadband access services and voice access services. See separate documents for other data access services.
LBNCo builds and operates NBN compliant superfast broadband and voice service networks. The following products are offered across all Fibre networks: **FTTH**ome, **FTTR**iser and **FTTN**ode, FTTBasement and HFC network segments.

There are certain service limitations on some network segments or locations, and these are identified via LBNCo service qualification tool.

2   Product Description

2.1   Voice Service

Voice services can be delivered as a bundle with a broadband access service or independently.

A voice service consists of

1.   An analogue access port

   a.   The RSP is required to supply the details for the SIP server, dial plan, and the individual end-user user name and password details to be programmed by LBNCo into the inbuilt SIP ATA adapter

Each RSP will nominate a Voice Service VLAN per Network to Network Interface (NNI) and all voice services shall terminate on this VLAN and be passed to the RSP as tagged traffic via the NNI at the nominated LBNCo Point of Interconnect (POI)

2.2   Standard Broadband Access Services

Standard Broadband Access (SBA) service is a layer 2 bit stream service.

The service is delivered in the premises (User Network Interface UNI) via an Ethernet port and is bundled with a network CVC and Backhaul service.

Each RSP will nominate a Standard Broadband Access (SBA) Service VLAN and SBA services shall terminate to this VLAN and pass to the RSP as tagged traffic via the Network to Network Interface (NNI) at the nominated LBNCo Point of Interconnect (POI).

SBA services are only available with asymmetric data rates, the same as the corresponding NBN Co services.

FTTNode or FTTBasement service speeds are "up to" the nominated upstream and downstream rate and can be ordered in each of the service profiles detailed.

2.3   Service Throughput

For each of the Broadband Access services detailed in section [2.2, 2.3], the nominated service speed in the name of the product refers specifically to the rated maximum throughput of the UNI access port in the downstream and upstream directions respectively. It does not provide any guarantee that this indicated speed will be achievable by the end user at any particular time. Achieved operating throughout for a given service may be less than the indicated maximum port speed due to numerous factors including but not limited to: network overhead, current demand in excess of the basis of provisioning, network conditions in the RSP's network, or general network conditions in the wider Internet.

3   Price Schedules

Note: All pricing is in Australian dollars, exclusive of GST unless otherwise indicated and subject to the Pricing Notes. Each Service is charged on a Pro Rata basis based on the number of days in a month it is Provisioned.

3.1   Monthly Recurring Charges:

Service Bundles

Bundle	Monthly Recurring Base Charge	Monthly State Aggregation Fee	CVC Inclusions
12/1 Mbps	$35.00	$2.00	1.00 Mbps
25/5 Mbps	$37.00	$2.00	1.25 Mbps
50/20Mbps	$45.00	$2.00	2.25 Mbps
100/20 Mbps	$58.00	$2.00	3.75 Mbps
100/40 Mbps	$65.00	$2.00	3.75 Mbps
250/25 Mbps	$68.00	$2.00	4.75 Mbps
250/100 Mbps	$100.00	$2.00	3.25 Mbps
500/200 Mbps	$130.00	$2.00	3.25 Mbps
1000/50 Mbps	$80.00	$2.00	5.75 Mbps
1000/400 Mbps	$180.00	$2.00	3.25 Mbps

Pricing Notes

- Bundled CVC entitlement is calculated and applied on Fridays prior to 5pm AEST. A minimum of 150Mbps will be provided at each NNI. If a 250/100 service is active, this minimum will be increased to 300Mbps.
- Additional CVC (i.e. over and above the bundled entitlement) can be ordered in blocks of 50Mbps for $8/Mbps

3.2   Network Interface Pricing

Interface	Setup	Monthly Recurring Charge (per month)
NNI 1000BaseT	$500	$150
NNI 1000BaseLX	$500	$150
NNI 10G	$1000	$300

At each point of interconnect, service providers will establish a Network to Network Interface (NNI) connection, which becomes a point where LBNCo hands off Layer 2 Bitstream Access (LBAS) services to retail providers.

Each interface uses LR or ER technology, at Retail Service Provider's discretion

3.3 Data Services – Ancillary Charges

3.3.1 One off (non-recurring) charges.

New Development Charge	$272.73
Broad acre TV Only connection	$499
Service Activation Fee	$99
Service Modification – speed upgrade	$0
Service Modification - other	$30
Early termination fee	$0

3.3.2 Phone Services

Voice Port (bundled with Data)	$0	Monthly recurring charge
Voice Port (stand alone)	$12	Monthly recurring charge
Activation Fee (stand alone)	$10	Non-recurring
Disconnection Fee (stand alone)	$0	Non-recurring
Service Modification	$30	Non-recurring

3.3.3 Other

Onsite attendance during a business day - No fault found, includes first 30 mins labour	$135	Non-recurring charge
Onsite attendance Outside business hours includes first 30 mins labour	$245	Non-recurring charge
Non Portal / B2B SQ where the address is in portal/DB	$10	Non-recurring charge
Order withdrawal	$0.00	Non-recurring charge
Labour (Business Day)	$35	/15mins
Labour (Non -Business Day)	$55	/15mins

Active-Passive NNI. RSPs may elect to provide redundant NNI connections to the LBNCo network within each state. CVC traffic will be transferred to the nominated primary NNI in normal operation. In the event of any planned or unplanned outages within the RSP or LBNCo network, traffic will transfer to the secondary NNI with the same CVC allocation.

4 Points Of Interconnect:

All LBNCo wholesale access services are generally delivered with included backhaul to capital city Points of Presence (POP), which relieves the retail service provider from making separate backhaul arrangements. The locations of the points of interconnect are:

•	**NSW**	-	Global Switch,
		-	Vocus SYD01 DC,
		-	Equinix Syd1,
		-	Megaport VXC
		-	IX Australia
•	**VIC**	-	NextDC M1,
		-	Vocus DC,
		-	Megaport VXC
		-	IX Australia
•	**QLD**	-	NextDC B1,
		-	Megaport VXC
		-	I X Australia
•	**SA**	-	Morphett Street DC
•	**WA**	-	NextDC P1,
		-	QV1, 250 St Georges Tce
		-	Megaport VXC
		-	IX Australia

By providing central, accessible points of interconnect, retail service providers can quickly establish low-cost network connectivity with LBNCo and begin marketing their service to consumers.

5 Wholesale Support

5.1 Fault reporting

The Supplier offers two levels of support:

- Standard support: support of faults affecting a single user or non-critical business systems such as billing and accounts;

- Priority support: support of faults affecting multiple customers at a single location.

The Customer is required to undertake level 1 diagnostics to its Downstream Customers before escalating faults to the Supplier Network Operations Centre (NOC). Prior to escalation the Customer should ensure that it has:

- assisted the Downstream Customer to rectify any fault;

- completed a diagnostic check of its own internal systems; and

- used the tools provided by the Supplier to undertake a preliminary investigation;

The Customer can then report a fault to the Supplier by:

- calling the Wholesale Support Line on 1300 797 027; or

- logging a ticket via email to faults@lbnco.com.au

5.2 Hours of Operation (AEST)

Hours of operation	Monday – Friday 8am - 8pm Saturday and Sunday 9am - 5pm Public Holidays 9am - 5pm

5.3 Escalation

The parties agree that the Customer will be given access to the Supplier's Level 3 engineers and the Supplier's Network Operations Manager or Chief Engineer, for the purpose of escalating multi-user issues and jointly ensuring network issues can be quickly identified and resolved as between the Customer and the Supplier or escalated appropriately.

5.3.1 Escalation triggers

(a) The following events will trigger the escalation process:
- (i) Customer's [L1 Call Centre] receiving five Downstream Customer outage reports within a 30 minute period from a single postcode; or
- (ii) Customer's network monitoring shows a 20% or more drop in NNI throughput; or
- (iii) Customer's network monitoring shows 50 or more Downstream Customer sessions dropping within a two minute period,

(each a "**Customer Escalation Trigger**").

(b) Prior to escalations, the Customer must perform reasonable checks to rule out issues within its own network, which includes:
- (i) checking peering and transit services before escalating in relation to a 20% or more drop in NNI throughput; and
- (ii) evaluating current Downstream Customer outages to determine if they are Supplier-specific.

5.3.2 Escalation process

(a) The Network Operations Centre("**NOC**") will be operating during the times in 4.1:

(b) During NOC Operating Hours, the following process applies:
- (i) The Customer contacts the NOC via phone on 1300 797 027 reports the trigger condition and any diagnostic/identifying information that is available to the Customer;
- (ii) NOC will access the network monitoring tools to search for reported issues while the Customer's engineer is on the phone and provides any relevant information;
- (iii) NOC will perform a verbal escalation to the Supplier's Level 3 engineers at the conclusion of the call;
- (iv) NOC will inform the Technical Delivery Manager (**TDM**) who oversees the Customer communication and SLA compliance.

(c) At other time outside of NOC Operating Hours:
- (v) Pre-approved the Customer engineers as agreed between the parties from time to time contacts the Supplier's Level 3 engineers on-call directly via phone and reports the trigger condition plus any diagnostic/identifying information that is available to the Customer;
- (vi) On-call Level 3 engineers have a 30 minute KPI to respond to a customer call. The Customer will leave a voicemail with contact details if their call is not answered at the first attempt.

(c) Following a second escalation to the NOC under paragraph (b)(i), the Supplier will provide a direct contact number to the Customer for the Network Operations Manager or Chief Engineer.

5.3.3 Monitoring notification

(a) The Supplier acknowledges that as part of its existing obligations and procedures to monitor network performance and notify RSPs of network issues and comply with its obligation to notify the Customer of any issues on the Supplier's network which may impact Downstream Customers' Services, in the event of:
- (i) the Supplier's monitoring detects any change on its network that impacts negatively on more than five Downstream Customer's Services

(b)   The Supplier will update the Customer to provide updates based on the projected milestones.

5.3.4   Technical delivery support

(a)   On or before the date of this agreement, the Supplier will provide and maintain a nominated Technical Delivery Manager (**TDM**) (who may be replaced from time to time with written agreement between the parties) with full access to the Supplier's network tools, infrastructure and staff, to support the Customer's networks team as a Layer 2 customer.

(b)   The TDM will:

(i)   have direct access to the Supplier's network engineers and act as an escalation and incident manager for any issues impacting on Downstream Customers or the Customer's Layer 2 network;

(ii)   be available to meet weekly with the Customer to report on network performance and service assurance issues or such other times as reasonably requested by the Customer; and

(iii)   bring the Supplier's network engineers into incident management discussions.

5.3.5   Planned Works Notification

(a)   Non-emergency planned works which are not required to fix a customer effecting issue, LNBCo will provide 7 days' notice of such outages

(b)   Emergency works to fix outages will be assessed on the severity of impact

6 Service Levels

Faults	Standard	Priority
Description	Fault affects a single user	Fault affects multiple customers at a single location
Hours of operation	Monday - Friday 8am - 8pm Saturday and Sunday 9am - 5pm Public Holidays 9am - 5pm	
Acknowledgement (max)	8 business hours	30 minutes
Customer contacted for appointment (max)	16 business hours	N/A

New Connections & Field Support	Service Level
Description	First time Connection of a premises within Close Proximity to the Supplier's network
Technology	FTTH, FTTR, FTTB, FTTN, HFC
Hours of operation	Business Day 8am to 6pm
Acknowledgement (max)	8 business hours
Customer contacted for appointment (max)	16 business hours
Response time (max)	5 Business Days or by agreement with the Customer

Service Activation	Service Level
Description	Activation of a Service at a connected premise
Technology	FTTH, VDSL, HFC, EOC, Wireless
Hours of operation	Business Day 8 am to 6pm
Acknowledgement (max)	8 business hours
Customer contacted for appointment if required (max)	16 business hours
Response time (max)	FTTH, FTTR, FTTN & FTTB - 2 Business Days HFC- 5 Business Days or by agreement with the Customer

Service Changes	Service Level
Description	Change to the configuration of a Service
Technology	FTTH, VDSL, HFC, EOC, Wireless
Hours of operation	Business Day 8am to 6pm
Acknowledgement (max)	8 business hours
Customer contacted for appointment if required (max)	16 business hours
Response time (max)	FTTH, FTTR, FTTN & FTTB - 2 Business Days HFC - 5 Business Days or by agreement with the Customer

7   Ordering Procedure

7.1   Service Qualification

The Customer may only order Services at Sites which qualify for the relevant Services in accordance with the Service Qualification Database

e (which may be updated by the Supplier from time to time

7.1.1   Order submission

The Customer shall submit an order for a Service, service change request or Service Termination, collectively known as an Order to the Supplier using the Wholesale Order Form or via electronic submission using email or Wholesale Portal.

7.1.2   Order acknowledgement

On submission of the Order the Supplier shall provide an acknowledgment of the order.

7.1.3   Order rejection

The Supplier will review the Order and provide the Customer with a notice that the Order has been rejected with the reason for the rejection of the Order.   On rejection of an Order SLA's will reset. The Customer may address the causes of the rejection and the Customer may re-submit the Order for processing.

8   CVC Compliance

The following process defines the Speed Testing Procedure for verification of speed test claims.

- Speed tests are to be performed from CPE directly connected to the Supplier's NTU (i.e. not via Wi-Fi or mobile network) and an on-net speed test server at the NNI in a manner which, as far as reasonably possible, is consistent with the ACCC Guidelines.

- A minimum of 75 speed samples be taken by the Downstream Customers per NNI.

- No more of 25% of speed samples per NNI can be taken from any one postcode.

- Speed tests are to be undertaken at a frequency to be agreed by the parties but no less than a minimum of 1 per hour and may be conducted during Busy Period Hours.

- The Supplier does require customer details, merely service details including premise identifier.

DATED THIS   DAY OF   2021

SIGNED by **LBNCo Pty Ltd** (ACN 073 226 114)   )
its authorised officer in the presence of:)

Authorised Officer   **Witness or Authorised Officer**

Name and Position   **Name and Position**

SIGNED by **XXXX RSP Entity XXXX (**ABN XX XXX XXX   )
XXX **)** by its authorised officer in the presence of:)

Witness or Authorised Officer   **Witness or Authorised Officer**

Name and Position (print)   **Name and Position**