



Proximus Reference ULL Offer

## Raw Copper & Shared Pair

### Annex G1

## Basic Service Level Agreement

Communicated to the Belgian Institute for Postal services and Telecommunications on 23/07/2018 and amended on 23/08/2018

Our reference: MSO & Servicing version

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## 1. Object

1. The present document defines the service level conditions upon which Proximus will deliver installation and maintenance services for the Unbundled Local Loop (ULL) lines: Raw Copper & Shared Pair. For the sake of clarity, all Raw Copper Loops (Type 1, Type 2 and Type 3) are in scope of this document. For all operational aspects, reference is made to the Annex E - Planning and Operations Manual for Raw Copper & Shared Pair.
2. The terms and conditions of the Slot Availability SLA for orders submitted via the MSO (GUI & SOA) interface are applicable within the limits of the forecasted volumes submitted by Proximus to the Beneficiary and confirmed/corrected by the latter in line with the forecasting mechanism and deviations described in the Annex E (Planning and Operations).

## 2. Scope

3. The scope of this document is to set a framework for operational collaboration between Proximus and Beneficiary that ensures the respect of the fixed deadlines and a defined quality of the provided services.
4. The intention is to minimize the risk of shortcomings and to motivate all Parties to respect the thresholds set in this SLA and to provide an incentive to enhance the performance of both Parties.
5. Both Parties agree that the objective of this document is to optimize operational collaboration and all efforts should be taken to avoid compensations or penalty fees.
6. The Key Performance Indicators (KPIs) are published on a bi-monthly basis on the Proximus Wholesale website.
7. This document is an evolving document that may be adapted and revised regularly.

## 3. Prerequisites

8. Both Parties agree to respect the content of this document and to offer services as described in this document.
9. When specific follow-up or support needs to be performed, both Parties are obliged to provide a SPOC with its respective name, mobile number or e-mail. An escalation procedure is foreseen and details are described in the escalation procedure document published on the secured part of the Proximus Wholesale website – Contact information. The online version is to be considered as the most up-to-date version of the procedure and any modification in the escalation procedure will be notified to the BRUO Beneficiaries and the BIPT. Escalation is only relevant after the defined timer has been exceeded or when the defined service level has been missed.

10. Timers expressed in days in this document are always Working Days unless specified otherwise. For a timer of x days, the action must be completed before the end of Working Day x after the reception of the Beneficiary's request or after any other starting point mentioned in the SLA definition. They are applicable if Proximus receives the Beneficiary's requests on a uniform distributed basis, meaning that in specific circumstances that cannot be qualified as reasonably normal the timers are not applicable.
11. In case of massive orders, provisioning will be done on a project basis. In that case, a specific planning can be negotiated between Beneficiary and Proximus. Beneficiary must immediately inform Proximus when the volume is exceeded. In that case, although SLAs will not apply (unless specified otherwise), Proximus will manage as far as possible this increase of orders according to its best suitability.
12. In order to ensure a reasonable operational workload, the Beneficiary should see to a reasonable spread of its orders during the month. For the execution of the present Contract, the maximum daily volume intake for the concerned month is defined as 10% of the volumes projected in the forecast for this month (such maximum daily volume does not allow the Beneficiary to exceed the total forecasted volume for the concerned month). The orders exceeding on a daily basis the maximum daily volume intake are allowed to be exempted from the SLA conditions. Proximus is entitled to execute these orders on a best effort basis.
13. Timer violations outside the Working Hours are not logged as such and shall not be used to claim service shortage.
14. The Service Level Agreement is not valid in situations of "Force Majeure" as defined in the "General Terms & Conditions".
15. Timers that are delayed due to Beneficiary are frozen as defined in the sections "Stop-Clock or Freeze rules" (Provisioning and Repair) of this document.
16. In case of repetitive interventions (\*)
  - In repair : as a consequence of a useless End-User visit, Proximus reserves the right to not take into account the repair case concerned for the timers respect and compensations as further specified in this document
  - In provisioning : as a consequence of a useless End-User visit, Proximus will cancel the order(\*) repetitive interventions: reference is made to the definition documented in the section "Terminology" of the Annex E "Planning and Operations".

## 4. Terminology

17. Beneficiary: an OLO (Other Licensed Operator) having concluded a BRUO contract and/or a Bitstream contract with Proximus.
18. Certified Technician: a technician (employee or subcontractor) who, under the responsibility of the Beneficiary, executes the required tasks to technically activate the service requested by the Beneficiary on the Proximus network.
19. Closure date: the date when all administrative actions required to close the order are completed. The closure date is the date of the generation of the Order Closed message.
20. Degradation versus unavailability (e.g. of e-services):
  - Degradation: situation where a service is not able to work in an optimal way during a given period.

- Unavailability: situation where a service is not able to work at a given moment.

Both situations as described above are different and may not be mixed up.

21. Due Date: the date on which the service requested by the Beneficiary in its order is planned to be available to the End-User. The Due Date will only be returned towards the Beneficiary when the appointment booking is successful.
22. Gross Repair Time: the time needed to restore the service to the Beneficiary. This runs from the Incident Intake to the closure of the repair case - i.e., the time when the service is re-established and after the Beneficiary has received feedback from Proximus and has agreed with the closure of the case or hasn't reacted within 24 hours to the Proximus feedback.
23. Net Repair Time: the Gross Repair Time minus the Stop-Clock Time minus the Out of Window Time.
24. OLO-TIC – notification message: the message used by Proximus to provide the Beneficiary with information gathered by the technician (or splicing team) during the customer visit, except for Certified Technicians. This "OLO-Technical Intervention Card" aims at providing the Beneficiary with evidence of a customer visit by a Proximus or Partner Technician.
25. Out of Window Time: any time outside the non-Working Hours and non-Working Days.
26. Overrun orders: orders exceeding the monthly forecast of the Beneficiaries for the BRUO and Bitstream products. The monthly forecast defines the number of BRUO and Bitstream orders the Beneficiaries estimate to submit towards Proximus.  
  
Global Monthly Overrun occurs when actual ordered volumes are above forecasted volumes. Any overrun mechanism applies to the entire globalized volume of orders of the entire market.  
  
As from the first order exceeding the globalized forecasted volume, independently of which Beneficiary might be the cause of this overrun, all orders of all Beneficiaries for the remainder of the month will be considered in "overrun". For any order in "overrun", no guarantee on Slot Availability will be offered and they will be carried out by Proximus as soon as possible, according to the remaining capacity available.
27. Partner Process: the capability for a Beneficiary to request the provisioning of a product via a limited subset of Proximus' subcontractors, the so-called Partner Technicians.
28. Proximus Technician: a technician or splicer (employee or subcontractor) who, under the responsibility of Proximus, executes the required tasks to technically activate the service requested by the Beneficiary on the Proximus network.
29. Receipt of the order: an order is received by Proximus if it passes positively the encryption and authentication phase.
30. Repair case: the file created in the Proximus Incident & Repair Management Platform by a Proximus helpdesk officer or via the e-Troubleshooting Portal when a Beneficiary reports a problem. This file contains the information already available in the IT systems, the information provided by the Beneficiary and the information added by Proximus during the repair process.
31. Stop-Clock Time: the time during which the timer is stopped during provisioning or repair activities for reasons not attributable to Proximus or one of its subcontractors or suppliers (see sections "Stop-Clock or Freeze rules" (Provisioning and Repair) of this document).

- 32. Third Party: any other involved entity beside Proximus and the Beneficiary. We distinguish 3 types of Third Parties who can intervene in the operations from a general viewpoint: a Third Party of the Beneficiary, a Third Party of Proximus and an independent Third Party (e.g. commune).
- 33. Incident Intake: the creation of repair cases in the Incident & Repair Management Platform for the repair of Proximus services.
- 34. Wish Date: the date on which the End-User would prefer to have the Proximus services activated.
- 35. Work order (in provisioning): a set of tasks to be executed by a technician (or splicing team) at a given time and at (a) given location(s) to perform the provisioning of an ordered product.
- 36. Working Day: any day in the week apart from Saturday, Sunday, Belgian and Proximus holidays. Proximus holidays are 2 January and 26 December.
- 37. Working Hours: any time from 08:00 to 16:30 during Working Days.

For every order submitted to Proximus outside Working Hours, Proximus will consider the order as being received on the first minute of the following Working Day, e.g. an order received Friday at 16:35 will be considered as received on Monday 08:00.

For every order closed by Proximus outside Working Hours, Proximus will consider the order as being closed on the first minute of the following Working Day, e.g. an order closed Friday at 16:35 will be considered as closed on Monday 08:00.

## 5. Timers

- 38. This section includes the most relevant timers in the operational processes framework.
- 39. The timers as described in this section will be published as a globalized measure, applicable to the entire market as a whole and, as far as provisioning is concerned, are aligned with the globalized system of Forecasting as described in the Annex "Planning and Operations".
- 40. The timers as set out hereunder are binding and a revision of these timers is possible after BIPT approval.

### 5.1 Pre-Provisioning: Ordering of Tie Cabling, Splitters and Blocks

- 41. Individual firm orders are to be submitted by Beneficiary to Proximus in respect of the following infrastructure elements: Tie Cabling, Splitters, Vertical and Horizontal OLO Blocks, based on the order units defined in Annex H.
- 42. Orders are accepted for as long as space is available at the LEX or LDC concerned, being floor space, cable trays and sufficient place available on the MDF. In all other cases, special construction works will be needed and the installation time will vary on a case-by-case basis. Depending on the situation at the Local Exchange or Local Distribution Center of Proximus, an extension of the MDF may be of an enormous

extent. In particular, building adaptations may be needed in case of periods of large demands at once that could not be foreseen and in situations of “Force Majeure” (e.g. lightning or any other natural disasters causing damage to the Proximus network).

43. Subject to the condition that no building adaptations are needed in the considered Proximus Local Exchange or Local Distribution Center, the installation timer for equipment starts as from the date of submission by Beneficiary of the firm order following the site survey feedback provided by Proximus.

|  | Default Timer   |
|--|---|
| <b>Implementation Timer equipment</b><br><br>(to be respected by Proximus) | <ul style="list-style-type: none"> <li>15 Working Days (all conditions fulfilled, i.e. availability floor space, cable trays and sufficient place at MDF)</li> <li>40 Working Days (in case no cable trays or place available at MDF)</li> <li>Construction work for building adaptations: on quotation (e.g. in case of saturation of the MDF, extensive extension works may be needed)</li> </ul> |

## 5.2 Provisioning

44. The provisioning is the activation of the Unbundled Local Loop service on the line of an individual End-User.

45. All needed infrastructure (Blocks & Tie Cables) needs to be in place before ordering End-User lines.

46. In the scope of provisioning, 6 indicators to measure the Proximus performance are identified:

- Technical Order Confirmation (TOC) Timer
- Slot Availability
- Technically Executed (TEX)
- Appointment Kept
- Order Closed (OC) Timer
- First Time Right (FTR) installation

### 5.2.1 Technical Order Confirmation (TOC) Timer

#### 5.2.1.1 Technical Order Confirmation (TOC) Timer Definition

47. The TOC Timer gives the elapsed time between the receipt of the order and the generation of either the TOC message or Discard message.

If for a certain order, a Message for Action is sent to the Beneficiary before the Administratively Accepted message, then that Message for Action implies a reset of the TOC Timer for that order. In such case the Beneficiary will have to issue a corrected order with valid information of which the receipt marks the reset of the TOC Timer for that corrected order.

If for a certain order, a Message for Action is sent to the Beneficiary after the Administratively Accepted



message, then the Beneficiary will have to perform the requested actions to continue the flow. In such case, a stop-clock will freeze the TOC Timer as of the generation of the Message for Action until the successful completion by the Beneficiary of the requested action.

If for a certain order, a Message for Information “temporarily impossible” is sent to the Beneficiary, then a stop-clock will freeze the TOC Timer as of the generation of the Message for Information. The TOC Timer will resume as of the resolution of the “temporarily impossible”.

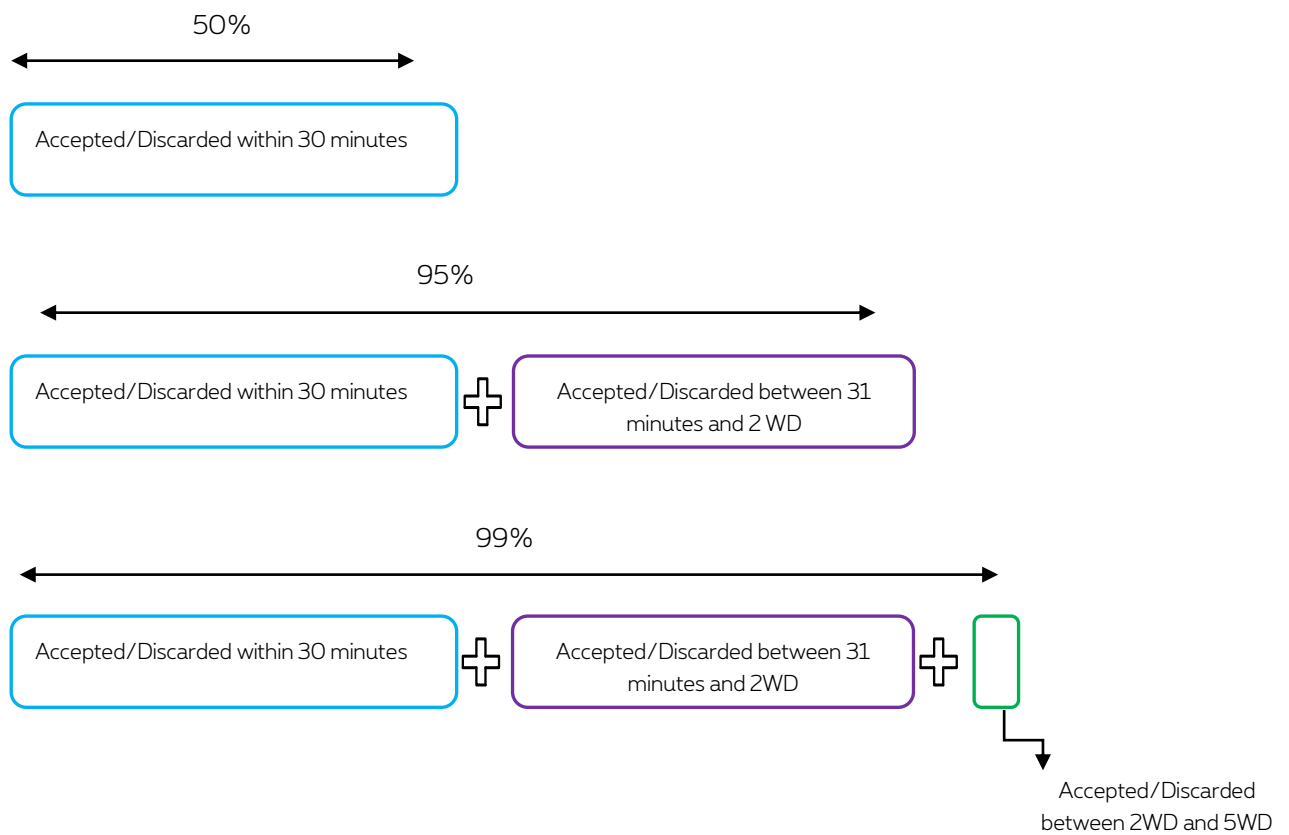
48. The validation process consists in an administrative and a technical validation. The TOC message will be sent as soon as all validations and required actions by Proximus and by the Beneficiary have been successfully executed. In case of not acceptance of the order, a Discard message will be sent to the Beneficiary and the discard reason will be communicated in the Discard message.

#### 5.2.1.2 Service Level Agreement (SLA)

49. Based on the current experience on similar data products, the TOC Timer is set as follows:

| TOC Timer      | Percentage of orders accepted or discarded within the corresponding TOC Timer |
|----------------|---|
| 30 minutes     | 50%   |
| 2 Working Days | 95%   |
| 5 Working Days | 99%   |

## 50. Illustration of the TOC Timer:



### 5.2.13 Applicability of the SLA

51. The TOC Timer is applicable to orders submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex "Planning and Operations". The TOC Timer is not applicable to orders for which the Beneficiary requests a project approach or a manual exception handling (i.e. mass migrations, orders with a project ID, manual TSI, fictitious address).

## 5.2.1.4 Key Performance Indicator

52. Bi-monthly computation is as follows:

$$\% \text{ orders within TOC Timer}^i = \frac{\left( \begin{array}{l} \text{Number of orders for which the TOC or} \\ \text{Discard message is generated within timer}^i \end{array} (1) \right)}{\text{Total number of orders} (2)}$$

With i= {30 minutes; 2 Working Days; 5 Working Days}

- (1) Total number of orders having the TOC or Discard message generated within the considered bi-monthly period compliant with the i timer.
- (2) Total number of orders having the TOC or Discard message generated within the considered bi-monthly period.

## 5.2.2 Slot Availability

### 5.2.2.1 Slot Availability Definition

53. The Slot Availability indicator measures the availability of the earliest proposed slot with respect to the applicable defined timers. The related SLA is considered respected for an order if at least one slot within the defined timers or with respect to the Wish Date, whichever is the latest, is proposed for all work orders related to that order.
54. If multiple slots are requested (one after another) for a work order, only the last request is taken into account.
55. If one work order does not get a slot within the defined timers, it is considered that the full order has not respected the timers.

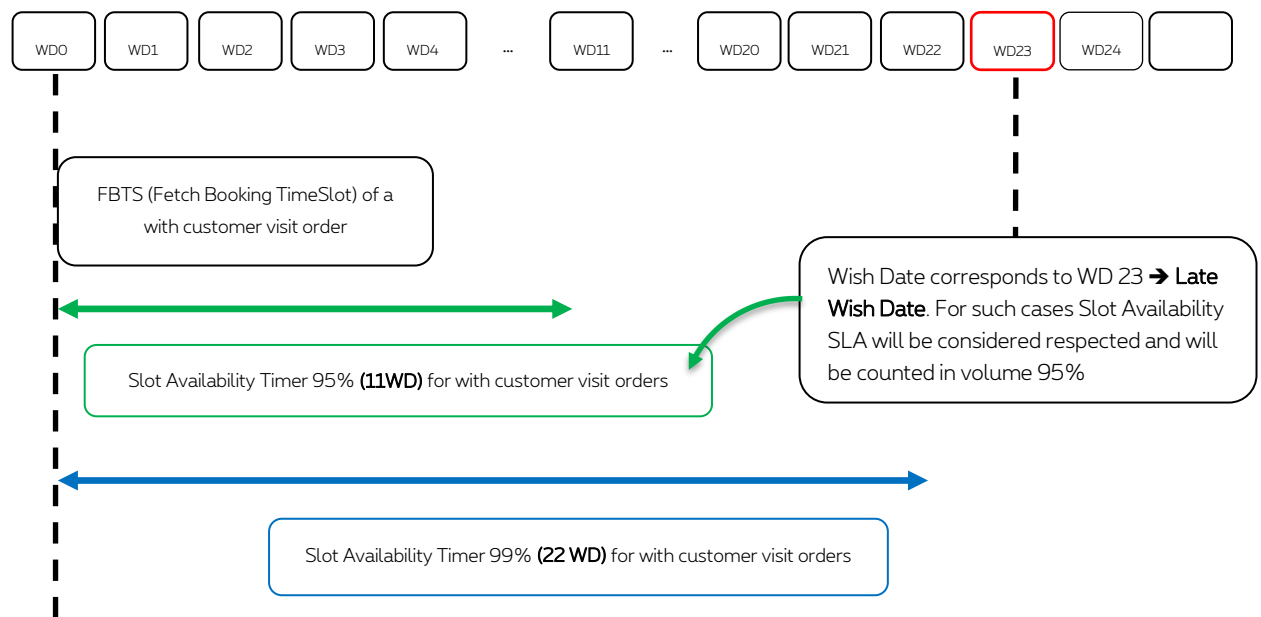
### 5.2.2.2 Service Level Agreement (SLA)

56. For each order subject to SLA, unless a later Wish Date is communicated by the Beneficiary, the earliest proposed slot must be within the following timers (expressed in Working Days, per installation method with field tasks):

|   | %     | 'Without Customer Visit' | 'With Customer Visit' |   | %   | 'With Customer Visit Splicing included' |
|---|-------|--------------------------|-----------------------|---|-----|---|
| a | 95%   | 9                        | 11                    | a | 85% | 20                                      |
| b | 99 %  | 19                       | 22                    | b | 95% | 29                                      |
| c | 100 % | 45                       | 45                    | c | 99% | 39                                      |

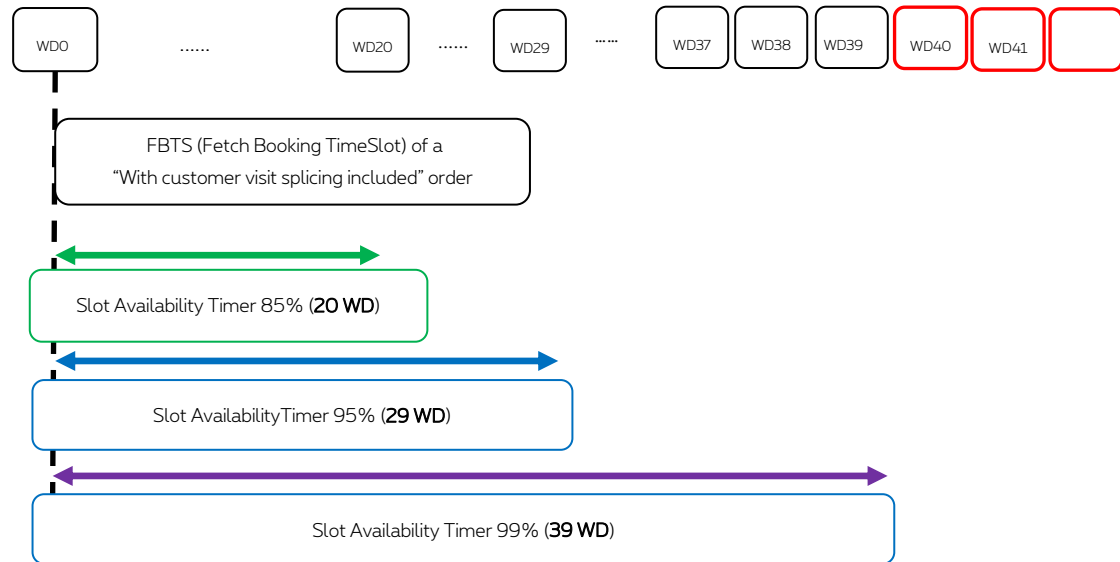
If the Beneficiary communicates a Wish Date that is outside the above-mentioned timers (late Wish Date), the earliest proposed slot must be at the latest on the communicated Wish Date. For such cases the Slot Availability SLA will be considered respected and will fall in the scope of the minimum agreed Timer (i.e. 85% or 95%).

#### 57. Illustration of the Slot Availability with a late Wish Date :

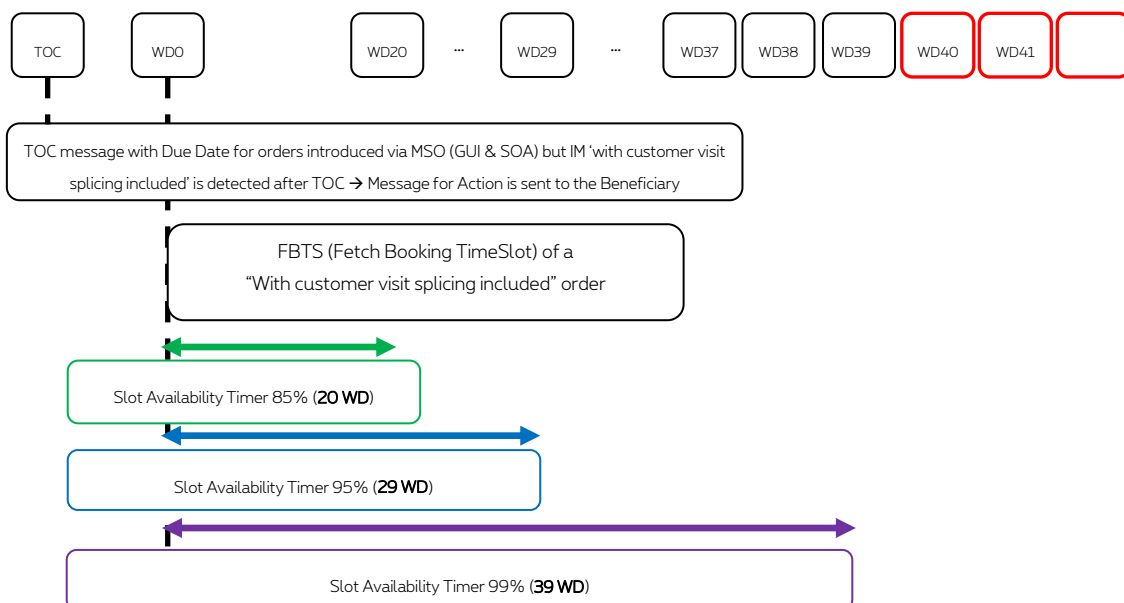


## 58. Illustration of the Slot Availability after SNA detection

- Illustration 1 : installation method 'with customer visit splicing included' detected during the order validation



- Illustration 2 : installation method 'with customer visit splicing included' detected after the TOC



### 5.2.2.3 Applicability of the SLA

59. The Slot Availability SLA is only applicable to orders:

- Submitted via the MSO (GUI & SOA) interface as described in the Annex “Planning and Operations”.
- Installed by a Proximus Technician, thus excluding installations done by Certified Technicians and installations falling within the scope of the Partner Process.
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).
- Aligned with the globalized system of Forecasting (see Annex “Planning and Operations”) and not exceeding the forecasted volumes.

The total volume of orders subject to the Slot Availability Timer of 85% and 95% differs from the total volume of orders subject to the Slot Availability Timers of 99% and 100%. Overrun orders are not included in the 85% timer nor in the 95% timer.

### 5.2.2.4 Key Performance Indicator

60. This KPI aims at measuring the efficiency of calendar capacity management.

61. Bi-monthly computation is as follows:

$$\% \text{ Slot Availability} = \frac{\left( \begin{array}{l} \text{Number of orders for which the earliest proposed slot is within timer} \\ \text{(or at the latest on Wish Date if the Wish Date > timer) for all work orders} \end{array} \right)}{\text{Total number of accepted orders}}$$

62. For every order submitted to Proximus via the MSO (GUI & SOA) interface and accepted by Proximus, the earliest proposed slot for the order must fulfil the Slot Availability SLA. If the Wish Date is outside the above-mentioned timers, the earliest proposed slot for the order must be at the latest on the Wish Date.

## 5.2.3 Technically Executed (TEX)

### 5.2.3.1 Technically Executed (TEX) Definition

63. The TEX indicator measures the number of orders technically executed in respect of their Due Dates.

64. An order has respected the Due Date if the activation date is on the same day as the Due Date communicated to the Beneficiary for this order.

### 5.2.3.2 Service Level Agreement (SLA)

65. Minimum 95% of the orders must respect their Due Dates.

### 5.2.3.3 Applicability of the SLA

66. The TEX SLA is only applicable to orders:

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning and Operations”.

- Installed by a Proximus Technician thus excluding installations by Certified Technicians and installations falling within the scope of the Partner Process.
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).

#### 5.2.3.4 Key Performance Indicator (KPI)

67. Bi-monthly computation is as follows:

$$\% \text{ orders within TEX SLA} = \frac{\text{Number of orders for which the Due Date was respected (1)}}{\text{Total number of orders (2)}}$$

- (1) Total number of orders respecting the TEX SLA and having their activation date within the considered bi-monthly period.
- (2) Total number of orders for which the activation date is within the considered bi-monthly period.

#### 5.2.4 Appointment Kept

##### 5.2.4.1 Appointment Kept Definition

68. The Appointment Kept indicator measures the number of orders with an End-User visit that have respected all their End-User visit appointments.

##### 5.2.4.2 Service Level Agreement (SLA)

69. Minimum 95% of the orders with an End-User visit must respect all their End-User visit appointments.

##### 5.2.4.3 Applicability of the SLA

70. The Appointment Kept SLA is only applicable to orders:

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning and Operations”.
- Needing at least one End-User visit (installation methods “with customer visit” and “with customer visit splicing included”).
- Installed by a Proximus Technician thus excluding installations by Certified Technicians and installations falling within the scope of the Partner Process.
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).

##### 5.2.4.4 Key Performance Indicator (KPI)

71. Bi-monthly computation is as follows:

$$\% \text{ Appointment Kept} = \frac{\text{Number of orders for which all End-User Visit appointments are kept}}{\text{Number of orders having at least one End-User Visit}}$$

72. An appointment is considered respected ("Appointment Kept") if the Proximus Technician is "on site" on the day of the appointment as it was communicated to the Beneficiary.
73. Notwithstanding the provisions hereabove, if the Proximus Technician was on site at the appointment date with as a result a useless End-User visit (e.g. the End-User cancelled the order, was not present, refused the installation or was not ready for it), the appointment is considered respected ("Appointment Kept").

## 5.2.5 Order Closed (OC) Timer

### 5.2.5.1 Order Closed (OC) Timer Definition

74. The Order Closed Timer gives the elapsed time between the date of the generation of the TEX message and the administrative completion of the order, as indicated by the date of the generation of the OC message.

### 5.2.5.2 Service Level Agreement (SLA)

75. Minimum 98% of the Orders Closed during the considered period must have the OC message generated within 1 Working Day following the generation of the TEX message.

### 5.2.5.3 Applicability of the SLA

76. The OC Timer is applicable to orders submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex "Planning and Operations".

### 5.2.5.4 Key Performance Indicator (KPI)

77. Bi-monthly computation is as follows:

$$\begin{aligned} & \% \text{ orders within OC Timer}^i \\ &= \frac{\text{Number of orders for which the OC message is generated within timer}^i \text{ (1)}}{\text{Total number of orders (2)}} \end{aligned}$$

- (1) Total number of orders having the OC message generated within the considered bi-monthly period compliant with the  $i$  timer.
- (2) Total number of orders having the OC message generated within the considered bi-monthly period.

## 5.2.6 First Time Right Installation (FTR)

### 5.2.6.1 Non-FTR Definition

78. A line brought into service by Proximus for which a repair case is created by the Beneficiary within 14 calendar days after the closure date as indicated by the date of the generation of the OC message, giving an incident located on the Proximus access network and under the responsibility of Proximus or a Third Party working for Proximus, is considered non-FTR. Any other installation is considered FTR.



## 5.2.6.2 Service Level Agreement (SLA)

79. The FTR % to be respected by Proximus is set out in the following table:

| % FTR | Applicable installations   |
|-------|--|
| 95%   | <ul style="list-style-type: none"> <li>Installations with customer visit</li> <li>Installations with customer visit splicing included</li> <li>Installations without customer visit except incidents located at introduction box or NTP</li> </ul> |

## 5.2.6.3 Applicability of the SLA

80. The FTR SLA is only applicable to orders:

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning and Operations”.
- Installed by a Proximus Technician or installations falling within the scope of the Partner Process and thus excluding installations done by Certified Technicians.

## 5.2.6.4 Key Performance Indicator (KPI)

81. Bi-monthly computation is as follows:

$$\% \text{ First Time Right} = \frac{\text{Total number of orders having respected the FTR}}{\text{Total number of orders subject to FTR}}$$

## 5.2.7 Stop-Clock or Freeze rules (Provisioning)

82. A Stop-Clock principle is applied to the TOC Timer.

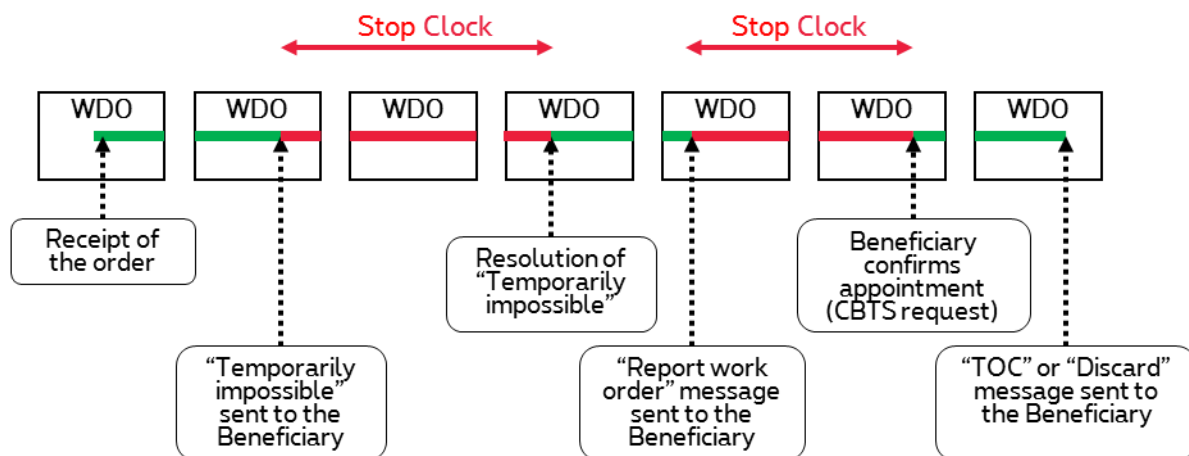
The TOC Timer will be frozen by a **Stop-Clock** in case a “temporarily impossible” or a “report work order” message is sent to the Beneficiary during the order entry of the line. The TOC Timer is resumed at the resolution of the “temporarily impossible” or when the Beneficiary confirms the appointment (CBTS request).

83. If the Stop-Clock procedure is used, this shall be fully documented in the System, which will set out the:

- Reason for stop-clock.
- Timing.

This information is inherently included in the XML messages exchanged between the Beneficiary and Proximus.

84. Illustration of the Stop-Clock or Freeze rules on the TOC Timer:



## 5.2.8 MSO learning curve

85. At the introduction of the MSO interface, a learning curve for the Basic SLA is to be observed during which the KPIs mentioned under this section "Provisioning" are to be considered as best effort targets rather than commitments. This learning curve is applicable for at least 3 months after the launch of the MSO interface and at least 5000 connections provisioned by means of MSO for the whole market of BRUO and Bitstream.

86. After the above-mentioned learning curve period, Proximus reserves its right to change the SLAs, supported through MSO, based on the practical experience gained during that period.

## 5.3 Repair

87. The following sections define the Repair Timers. In case of Wrongful Repair Requests Proximus will charge the Beneficiary with the fee defined in the Annex "Pricing and Compensations".

### 5.3.1 Repair Case Resolution Timer

#### 5.3.1.1 Repair Case Resolution Timer Definition

88. The Repair Case Resolution Timer starts when Proximus receives an incident report from the Beneficiary and ends at the closure of the repair case after the Beneficiary has received feedback from Proximus and has agreed with the closure of the case or hasn't reacted within 24 hours to the Proximus feedback. If an

appointment is needed at the End-User address or at the Third Party site and the problem resides on the End-User line, it is up to the Beneficiary to arrange an appointment at the End-User / Third Party premises.

### 5.3.12 Service Level Agreement (SLA)

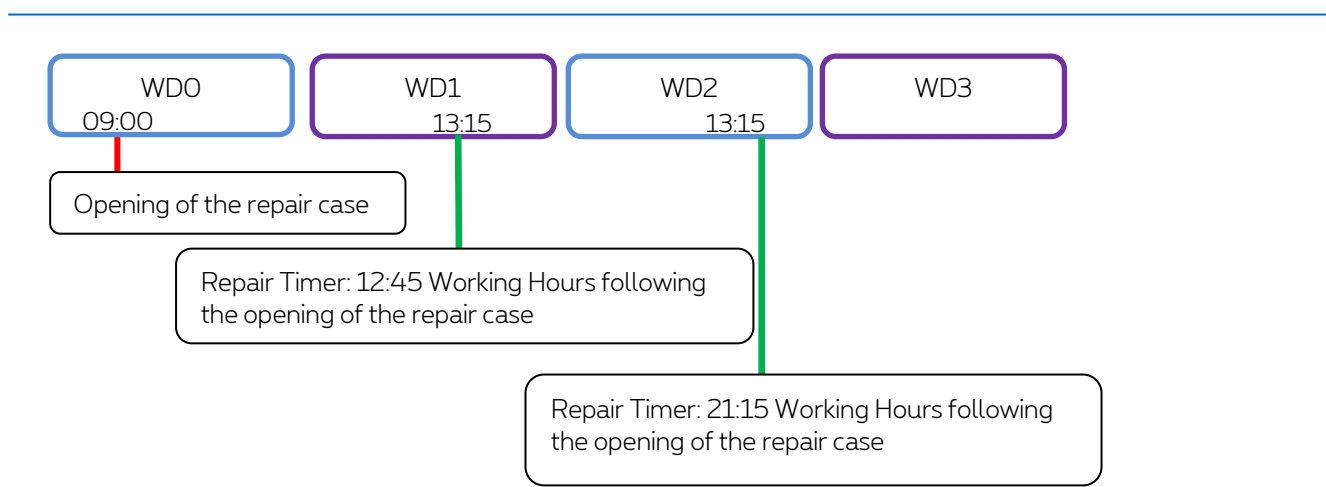
89. Minimum 90% of repair cases should respect the following timer:

|  | Timer  |
|--|--|
| <b>Repair Timer</b><br>(to be respected by Proximus) | 12:45 Working Hours following the opening of the repair case |

90. Minimum 95% of repair cases should respect the following timer:

|  | Timer   |
|--|---|
| <b>Repair Timer</b><br>(to be respected by Proximus) | 21:15 Working Hours following the opening of the repair case. |

91. Illustration of the Repair Timer:



### 5.3.13 Applicability of the SLA

92. If an appointment is needed at the End-User address or at the Third Party site, the Repair Timers will only apply if the Beneficiary specifies in the repair case the End-User/Third Party availability.

93. Note that the application of the Repair Case Resolution Timer is deferred in case an appointment is requested by Beneficiary later than 12:45 Working Hours following the opening of the repair case. For such cases Proximus will apply the Stop-Clock principle (cf. section "Stop-Clock or Freeze rules (Repair)" documented in the present Annex) and will resume the counting of the Repair Timer as of the beginning of the booked slot.

94. The Repair Case Resolution Timer is not applicable to incidents with Splicing Works, nor to a limitation/degradation of the service due to spectrum management if Proximus applied the correct rules.

#### 5.3.1.4 Key Performance Indicator (KPI)

95. Bi-monthly computation is as follows:

$$\% \text{ Repair Case Resolution Timer} = 100\% - \frac{\left( \text{Number of repair cases with Proximus responsibility not closed within the Repair Timer} \right)}{\text{Total number of repair cases}}$$

### 5.3.2 Repair Timer on the End-User line with splicing intervention

#### 5.3.2.1 Repair Timer on the End-User line with splicing intervention: definition

96. The Repair Timer on the End-User line including the technician's and/or the splicing team's intervention time starts when Proximus receives an incident report from the Beneficiary and ends at the closure of the repair case after the Beneficiary has received feedback from Proximus and has agreed with the closure of the case or hasn't reacted within 24 hours to the Proximus feedback. It is up to the Beneficiary to arrange an appointment at the End-User/Third Party premises.

#### 5.3.2.2 Service Level Agreement (SLA)

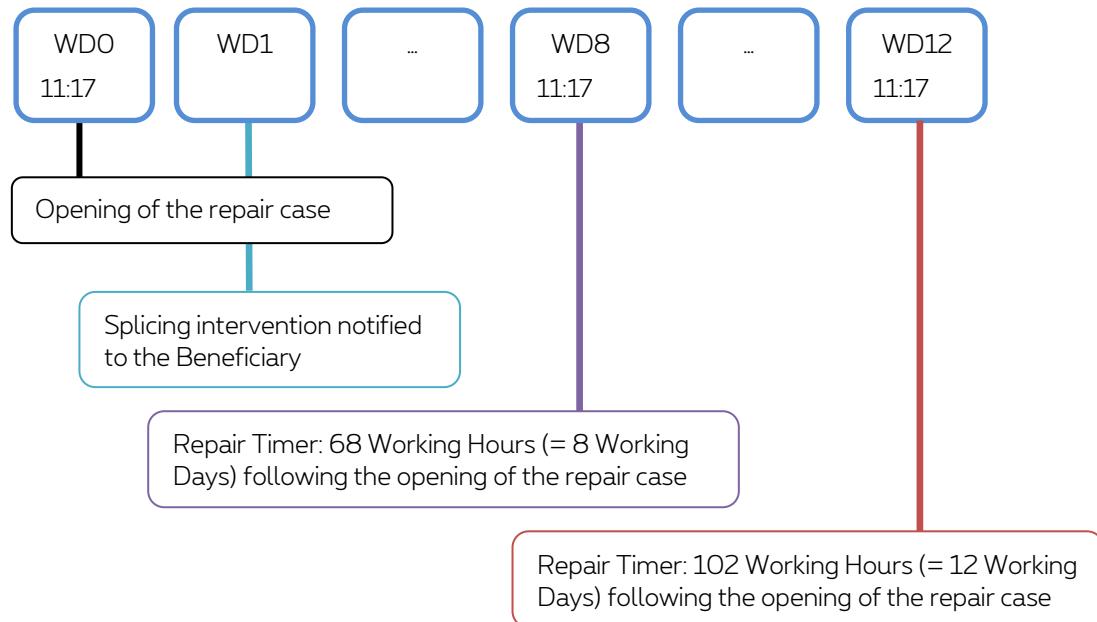
97. Minimum 80% of repair cases on the End-User line with splicing intervention should respect the following timer:

|  | Timer  |
|--|--|
| <b>Repair Timer on the End-User line with splicing intervention</b><br><br>(to be respected by Proximus) | 68 Working Hours (= 8 Working Days) following the opening of the repair case |

98. Minimum 90% of repair cases on the End-User line with splicing intervention should respect the following timer:

|  | Timer  |
|--|--|
| <b>Repair Timer on the End-User line with splicing intervention</b><br><br>(to be respected by Proximus) | 102 Working Hours (= 12 Working Days) following the opening of the repair case |

99. Illustration of the Repair Timer on the End-User line with splicing intervention:



### 5.3.2.3 Applicability of the SLA

100. The Repair Timer on the End-User line with splicing intervention will only apply if the Beneficiary specifies in the repair case the End-User/Third Party availability.
101. The application of the Repair Timer on the End-User line with splicing intervention is deferred in case the appointment is requested by Beneficiary later than 68 Working Hours (= 8 Working Days) following the opening of the repair case. For such cases, Proximus will apply the Stop-Clock principle (reference is made to the section "Stop-Clock or Freeze rules (Repair)" documented in the present Annex) and will resume the counting of the Repair Timer on the End-User line with splicing intervention as of the beginning of the booked slot.
102. The Repair Timer on the End-User line with splicing intervention is not applicable to incidents without Splicing Works.
103. Until the notification of the Splicing Works to the Beneficiary, the applicability rules and stop-clock principles of the Repair Case Resolution Timer remain applicable.
104. The Repair Timer on the End-User line with splicing intervention is only applicable to incidents with Splicing Works not falling within the Street plan request obligations (cf. e.g. application of article 192/2 of the RGIE/AREI).

#### 5.3.2.4 Key Performance Indicator (KPI)

105. Bi-monthly computation is as follows:

$$\begin{aligned} & \% \text{ Repair Timer on the End-User line with splicing intervention} \\ & = 100\% - \frac{\left( \text{Number of repair cases with splicing intervention} \right.}{\left. \text{Total number of repair cases with splicing intervention} \right)} \end{aligned}$$

*(not closed within the Repair Timer for incident attributable to Proximus responsibility)*

#### 5.3.3 Stop-Clock or Freeze rules (Repair)

106. The clock for repair starts when the repair case is valid.

107. There are various scenarios in which Proximus will use the stop-clock procedure during the repair process. Freeze rules will be applied whenever the cooperation with the Beneficiary is made impossible:

- Cooperation with the Beneficiary is impossible due to the absence of staff on the local site, there is no possibility of accessing the site or, despite several attempts, the Beneficiary contact point has proved impossible to contact by phone.
- The Beneficiary asks for the repair to be postponed or the appointment if applicable to be rescheduled.
- A repair case is opened and the Beneficiary does not allow Proximus to interrupt the line in order to perform tests.
- Awaiting technician intervention in the scope of the DUO process.
- Awaiting feedback, input or confirmation of the Beneficiary or a Third Party (of the Beneficiary or independent one) that prevents Proximus from proceeding to repair actions.
- In any case of incomplete or manifestly incorrect information provided by the Beneficiary with relevance for the repair process. The timer will be unfrozen after the Beneficiary has provided the necessary information.
- In case the appointment is scheduled with the End-User/Third Party (of the Beneficiary or independent one) on a date later than d+1. In this case, the timers will be applicable as from that date. Proximus will resume the counting of the Repair Timer as of the beginning of the booked slot.
- End-User is absent at the appointment date (upon arrival of the technician at End-User's premises or already when the technician calls the End-User approximately 30 minutes before the intervention).

108. If the stop-clock procedure is used, this shall be fully documented in the System, which will set out the:

- Reason for stop-clock.
- Action to be undertaken.

### 5.4 Information Technology

109. This section includes the SLAs relating to the IT interfaces that Proximus puts at disposal of the Beneficiary for eligibility, ordering or repair of its BRUO lines.

## 5.4.1 MSO Response Time

110. The response time of the MSO (GUI & SOA) ordering interface used by the Beneficiary for the ordering of its BRUO lines is subject to SLA.

### 5.4.1.1 MSO Response Time Definition

111. The MSO response time is the time taken by the Proximus interfaces to provide feedback for Pre-Checks and Ordering service operations.

### 5.4.1.2 Service Level Agreement (SLA)

112. For the orders entered through the MSO (GUI & SOA) interface, Proximus will endeavour to not exceed the response time mentioned in the following table:

|                                    |                        |
|------------------------------------|------------------------|
| SLA Maximum<br>MSO response time : | TBD once in production |
|------------------------------------|------------------------|

At the introduction of the MSO (GUI & SOA) interface, the SLA will be applicable according to the following transition period:

- Once 5000 orders (BRUO and Bitstream products together) have been processed by MSO and after a period of at least 3 months, Proximus will guarantee an SLA respect of 75 %
- During a period of 3 months following the previous period, Proximus will guarantee an SLA respect of 85 %

At the end of the transition period, Proximus will guarantee an SLA respect of 95%.

### 5.4.1.3 Applicability of the SLA

113. The MSO response time will be measured by Proximus from Monday to Saturday (excluding Belgian and Proximus holidays), between 08:00 and 20:00. The following cases will be excluded from the calculation:

- “Force Majeure”,
- Maintenance works that are announced by Proximus via the communication channel “Flash” or any equivalent means,
- Unavailability of the MSO (GUI & SOA) interface announced to the Beneficiary by Proximus Service Impact Flash,
- Unavailability of the MSO (GUI & SOA) interface due to misuse (\*) performed by a Beneficiary or overload (\*\*) caused by one or several Beneficiaries.

- (\*) Misuse: Beneficiaries should use the correct standards to access the MSO interface, should not call the interface via robotic or similar simulations (massive calls to the interface via a batch mechanism), and the access via certificates should not be used to send potential malicious malware into the Proximus systems.

- (\*\*) Overload: the MSO (GUI & SOA) interface is able to support a maximum of 35 requests per minute, for all Beneficiaries together. This limit might be reconsidered once the interface will be used in production by all Beneficiaries.

#### 5.4.1.4 Key Performance Indicator (KPI)

114. The SLA “MSO response time” will be calculated as follows for BRUO and Bitstream products together and for the whole market:

$$\% \text{ Response Time respected} = \frac{\text{Number of orders within Maximum Response time}}{\text{Total number of orders entered through MSO (GUI \& SOA) interface}}$$

### 5.4.2 Interface Availability

#### 5.4.2.1 Interface Availability Definition

115. The following interfaces used by the Beneficiary for eligibility, ordering or repair of its BRUO lines are subject to an Availability SLA:
- MSO interface including the pre-checks functionalities
  - E-Troubleshooting Portal

The Availability SLA will be measured by Proximus separately for each of these interfaces and – when relevant – separately for the access by the Beneficiary through the CWS Portal (GUI) and through SOA.

#### 5.4.2.2 Service Level Agreement (SLA)

116. Proximus will endeavour to not exceed a maximum of:
- 6 hours of unavailability per month for the e-Troubleshooting Portal
  - 6 hours of unavailability per month for the MSO interface (SOA & GUI) including the pre-checks functionalities.

#### 5.4.2.3 Applicability of the SLA

117. The Availability of each interface will be measured by Proximus from Monday to Saturday (excluding Belgian and Proximus holidays), between 08:00 and 20:00. The following cases will be excluded from the calculation:
- “Force Majeure” or maintenance works that are announced by Proximus at least 3 Working Days in advance via the communication channel “Flash” or any equivalent means,
  - Unavailability of the interface due to misuse (\*) performed by a Beneficiary.
- (\*) Misuse: Beneficiaries should use the correct standards to access the interfaces, should not call the latter via robotic or similar simulations (massive calls to the interfaces via a batch mechanism), and the access via certificates should not be used to send potential malicious malware into the Proximus systems.



#### 5.4.2.4 Key Performance Indicator (KPI)

118. The availability SLA will be calculated by Proximus at the level of access to each interface using robotic simulation of user transactions.

## 6. Terms and Conditions for Compensations

### 6.1 General

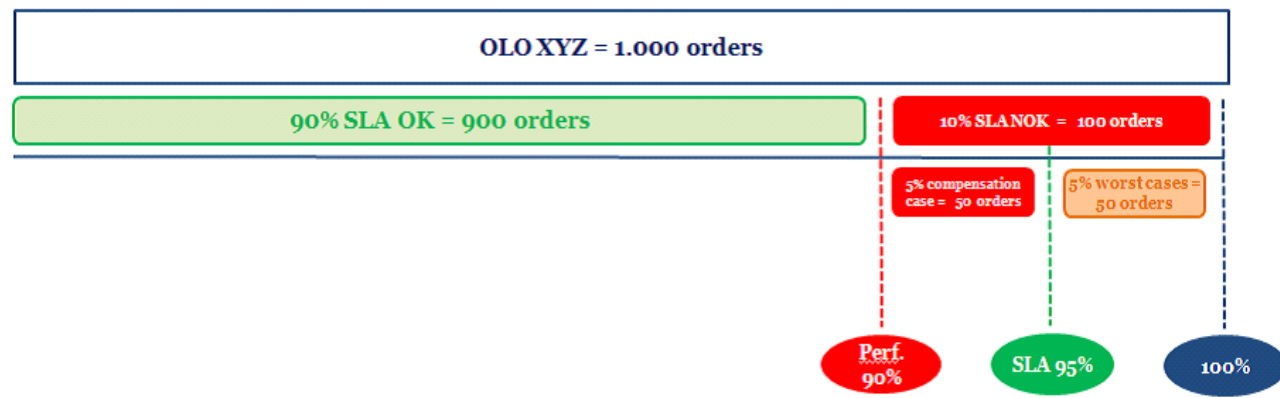
119. Compensations are applicable per Beneficiary in the cases that Proximus has not respected its commitment on Provisioning and Repair Timers, excluding the cases in which the Beneficiary is responsible for the delay or in the case of "Force Majeure". In case of claim for compensation, the consequences as described further in this document shall be applicable to Proximus taking into account the concerned item. Compensations are calculated per timer without cascade effect, meaning that if a timer has been exceeded, compensations will only be due for this single timer.
120. In order to determine the population of orders/repair cases subject to compensations, the following method will be applied:
- Orders/repair cases will be sorted in an ascending order according to their level of compliance with the SLA.
  - The (100%-%SLA) of worst cases will be removed from the calculation of compensations.
  - The other cases (% SLA - % KPI) will be subject to compensation (in case of positive value).

To assess whether or not OLO XYZ is eligible for compensations the following checks will be done in case of a claim:

- Has Proximus met %SLA at an aggregate product level (BRUO and Bitstream together) for OLO XYZ during the calendar year 20xx?
- If no, Proximus will compute the performance for the given OLO (%KPI) and identify the orders for which the SLA was missed.
- In this example let's say that 100 cases were missed for OLO XYZ whose ordered volume for the calendar year was 1000.
- Out of these cases identified (100 in this example), Proximus will take out (100%-%SLA) (50 in this example) of the worst cases. The worst cases are determined on the total number of orders ((100%-%SLA) of 1000 = 50 in this example).
- Out of the remaining cases, Proximus will pay compensations ([Missed SLA: 100 orders] – [(100%-%SLA) worst cases: 50 orders] = 50 orders in this example)

The figure below illustrates the text described in the present paragraph taking into account the following assumptions:

- % SLA is 95%
- % KPI OLO XYZ is 90%
- Volume OLO XYZ applicable to %SLA : 1000.



121. Compensations may only be claimed by the Beneficiary when its aggregated KPI (BRUO & Bitstream products together) is inferior to the SLA for the whole calendar year. For further details on the computation of compensations, reference is made to the annex entitled “Methodology regarding computation of compensations” documented on the Beneficiary’s Personal Page of the Proximus Wholesale website (in the section Regulated Services – Reference Offer of the present services).
122. Compensations will be settled through a Beneficiary’s invoice without VAT.
123. Together with an invoice, the Beneficiary must provide Proximus with the necessary information in case of a delayed Provisioning or Repair Timer or any shortage of Proximus that give cause for the compensations.
124. The Beneficiary will submit a detailed request for compensation to Proximus for the previous calendar year within maximum 4 months after the first Working Day of the following calendar year. The detailed request will include<sup>1</sup>:
  - For Provisioning SLAs: the related Provisioning SLA or Timer for which a compensation is requested, the Circuit ID, the Due Date, the activation date, the closure date and the Product Portfolio (BRUO or Bitstream).
  - For Repair Timers: the Beneficiary, the Circuit ID, the Proximus repair case nr, the Proximus repair case opening date, the Proximus repair case closure date as well as the Product Class (BRUO or Bitstream) and the Contract Type (Basic SLA, Improved SLA Enhanced, Improved SLA Premium).

Illustration:

| OLO name | SLA name | Compensation computation period | Compensation request period |
|----------|----------|---------------------------------|-----------------------------|
| OLO X    | SLA Y    | 01/01/2019-31/12/2019           | 02/01/2020-02/05/2020       |

<sup>1</sup> For the detailed request concerning Non First Time Right Installations, reference is made to the section “Non First Time Right Installations” hereunder.

- 125. Proximus will upon receipt verify the validity of each request for compensation and, in case of rejection, will motivate the reason of such rejection within a timeframe of maximum 2 months. If Proximus has not rejected the request within the timeframe of 2 months, the request will automatically be considered as approved by Proximus. If the verification shows a shortcoming of Proximus that gives cause to paying compensations, this payment will be done immediately.
- 126. In case several timers are not reached for a same repair case/order for a same SLA, the highest compensation can only be claimed by the Beneficiary to avoid counting twice a compensation due to a same incident.
- 127. Quarterly quality meetings will be organized between Proximus and the Beneficiary in order to compare the amounts of compensation that have been assessed by both Parties.

## 6.2 Pre-Provisioning Timer Escalations

- 128. In cases that Proximus has not respected the maximum installation timer for equipment, under the conditions defined in the above section “Pre-Provisioning: Ordering of Tie Cabling, Splitters and Blocks”, the Beneficiary will be entitled to a compensation per additional Working Day delay (cf. Annex “Pricing and Compensations”).

## 6.3 Provisioning Escalations

### 6.3.1 Appointments Not Kept

- 129. In cases that Proximus has not respected the committed percentage as indicated in the definition of the Appointment Kept SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per appointment not kept in the related period (cf. Annex “Pricing and Compensations”).
- 130. These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

### 6.3.2 Orders Not Technically Executed at Due Date

- 131. In cases that Proximus has not respected the committed percentage as indicated in the definition of the Technically Executed SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per order not technically executed at due date in the related period (cf. Annex “Pricing and Compensations”).
- 132. These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

### 6.3.3 Non First Time Right Installations

133. In cases that Proximus has not respected the committed percentage as indicated in the definition of the First Time Right Installation SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per Non First Time Right Installation in the related period (cf. Annex "Pricing and Compensations").
134. Together with an invoice, the Beneficiary must provide Proximus with the necessary information to claim for compensation. Proximus will upon receipt verify this information. If the verification shows a shortcoming of Proximus that gives cause for paying the compensation for Non First Time Right Installations, refunding will be done by Proximus.
135. This necessary information will be provided to Proximus under the form of a structured file (Excel or CSV format), and will include at least the following data for each Non First Time Right Installation:  
  
Beneficiary, Circuit ID, activation date, Proximus repair case nr, Proximus repair case opening date, Proximus repair case closure date, number of the Proximus invoice of the claimed Non First Time Right Installation and total activation fee (as mentioned on the invoice) of the claimed Non First Time Right Installation (exc. VAT).

Each invoice of the Beneficiary related to Non First Time Right Installation claims will group the cases of the related period, based on the Proximus repair case closure date.

## 6.4 Repair Timer Escalations

136. Interruptions of service which last more than the timers defined in the section "Repair Case Resolution Timer" and which are under the responsibility of Proximus shall entitle the Beneficiary to a reimbursement of the rental fee corresponding to the duration of the interruption. In these cases, Proximus shall notify the Beneficiary of the timeframe in which its request will probably be carried out. The timeframe taken into consideration for calculating the reimbursement amount goes from the day when the interruption is reported up to and including the day when the service is restored.
137. For such interruptions and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation that corresponds to a percentage of the daily recurring fee per End-User line (cf. Annex "Pricing and Compensations").

## 7. Escalation procedure

138. By default Internal Escalations are automatically performed. The target of the Proximus departments is to limit the number of External Escalations by launching pro-actively Internal Escalations before or as soon as the defined timers are exceeded.
139. External Escalation is possible within the applicable intervention window for an open repair case after the timer has expired as well as for a delay experienced in the provisioning process (e.g. missed appointment by a Proximus Technician).

- 140. External Escalation is done to Level 1 after the defined timer has been exceeded. Further escalation can be requested to Level 2 at the day of the first External Escalation submitted +1 day. Escalation to Level 3 can be requested at the day of the first External Escalation submitted + 2 days.
- 141. Immediately an External Escalation to Level 2 (or Level 3) is accepted from persons at the same level in the Beneficiary's Organization, provided that the Level 1 (or Level 2) Escalation has been done before or the Level 1 (or Level 2) Escalation shows structural problems or unavailability. Level 2 and Level 3 will first check whether lower escalation steps have been taken, before proceeding.
- 142. The Escalation Matrix is available on the Beneficiary's Personal Page of the Proximus Wholesale website – Contact information.

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