

Co-Mingling

# Appendix VI

## Service Level Agreement

Date 2912/2018

# Table of contents

<b>Table of contents .....</b>	<b>2</b>
<b>1. Introduction .....</b>	<b>3</b>
<b>2. Prerequisites .....</b>	<b>3</b>
<b>3. Provisioning of Co-Mingling .....</b>	<b>4</b>
<b>3.1 Quotation process .....</b>	<b>4</b>
<b>3.2 Ordering process .....</b>	<b>4</b>
<b>3.3 Installation procedure.....</b>	<b>4</b>
3.3.1 Access Facilities .....	4
3.3.2 Power Service .....	5
<b>3.4 Acceptance procedure .....</b>	<b>7</b>
<b>3.5 Provisioning Timers.....</b>	<b>7</b>
<b>4. Repair .....</b>	<b>10</b>
<b>4.1 Timers following the types of service to repair.....</b>	<b>10</b>
4.1.1 Building Facilities .....	10
4.1.2 Access Facilities .....	11
4.1.3 Power Service .....	11
4.1.4 HVAC Service .....	12
<b>5. Escalation scheme .....</b>	<b>13</b>

## 1. Introduction

1. This document is an Appendix of the Co-Mingling Agreement between NETHYS and Beneficiary. This document describes the basic level of service that both parties agree to uphold, to ensure the provisioning and handling of services that are covered by the Co-Mingling Agreement.
2. The intent of this document is to set a framework for operational collaboration that ensures the respect for the agreements made, for the fixed deadlines and for an acceptable quality of the provided services.
3. This document is a 'living' document that will be adapted and reviewed on a regular base after approval by the BIPT.

## 2. Prerequisites

4. The SLA only covers the Co-Mingling Service under the Co-Mingling Agreement between NETHYS and Beneficiary.
5. This Service Level agreement is signed between two parties being NETHYS and the Beneficiary concerned. This SLA is binding for NETHYS and Beneficiary.
6. Both parties agree to respect the content of this document and to offer services as described in this document.
7. When specific follow up or support needs to be performed, both parties are obliged to provide a SPOC (name, telephone number, e-mail). For NETHYS see the escalation scheme.
8. The Service Level Agreement is not valid in situations of 'force majeure' like natural disaster and strikes.

## **3. Provisioning of Co-Mingling**

### **3.1 Quotation process**

14. NETHYS shall implement the Quotation procedure for Co-Mingling services to the service levels set out in the "Appendix I: General Terms and Conditions" of the Co-Mingling Agreement.
15. The Beneficiary will use the appropriate Quotation Request Form, which will contain as a minimum following information:
  - Customer information (Customer name, Contact Person, Contact numbers,)
  - Co-Mingling information:
    - Name or code of the NETHYS building where the Beneficiary requests Co-Mingling
    - Number of racks the Beneficiary wishes to install
    - The power supply requirements (number of requested Amperes 230V)
    - Indication of a Product/Service for which Co-Mingling is requested
16. The Quotation sent by NETHYS will contain, as a minimum the following information:
  - Upfront and recurring costs for the requested Co-Mingling Area;
  - The expected delivery timing;
  - Drawings showing the fibre introduction points appropriate for Co-Mingling;
  - Drawing showing the details on the layout of the Co-Mingling Area inside the NETHYS building dedicated to the Beneficiary.

### **3.2 Ordering process**

17. NETHYS will apply the Ordering procedure as described in "Appendix I: General Terms and Conditions" of the Co-Mingling Agreement.

### **3.3 Installation procedure**

18. NETHYS will apply the Installation and acceptance procedure as described in "Appendix I: General Terms and Conditions" of the Co-Mingling Agreement.

#### **3.3.1 Access Facilities**

19. NETHYS will provide Beneficiary with an appropriate "Escort Service" – Access from outside the NETHYS premises up to the Beneficiary's Co-Mingling Area.

20. Each Beneficiary that chooses for Co-Mingling has to work with the Escort Service and will be required to sign an agreement with the Security firm of NETHYS<sup>1</sup>.
21. This service will enable an access available 24/24h and 7/7days. Where relevant, specific rules applicable with regard to specific sites will be described in the "Co-Mingling Agreement" concerned. (Security Agreement and SLA). These rules will then also need to be part of the Agreement signed with the Security firm and the Beneficiary.

### **3.3.2 Power Service**

#### **3.3.2.1 General**

- a. Electrical power shall be supplied in accordance with the maximum available electrical capacity on the site;
- b. Beneficiary shall be responsible for the maintenance of its equipment.
- c. NETHYS shall bill Beneficiary for AC current consumption costs;
- d. All equipment installed by Beneficiary in the NETHYS building shall comply with the applicable technical and environmental specifications and regulations (Appendix II: Technical Specifications);
- e. Any extensions deemed necessary by Beneficiary shall be subject to Quotation request for extension and will be carried out at its request. Beneficiary shall provide detailed information concerning its needs in the Quotation Request Form
- f. Electrical capacity meant for a particular site cannot be transferred to another site.
- g. Only NETHYS may install connections in electrical distribution frames, which are the property of NETHYS.
- h. Outside those locations, which are used only by Beneficiary, no work may be started without NETHYS's written approval of the project plan.
- i. Neither Beneficiary nor its subcontractors are authorized to intervene in installations run by NETHYS.

<sup>1</sup> The Beneficiaries can contest or re-negotiate the conditions based on market input, pursuant to the terms and conditions set forth in the contract.

### 3.3.2.3 Description Power installation to feed Beneficiary`s equipment

#### 3.3.2.3.1 **230V AC Power Supply:**

- Since the supply of electricity depends entirely on the electricity distribution company, no guarantee is offered with regard to the maximum duration of an interruption.
- The feeders will be backed up by the power from a generator if the NETHYS building in which the Beneficiary settles has an emergency power generator with spare capacity. In this case, the Beneficiary will take advantage of the same security level as the NETHYS equipment (with the exception of NETHYS equipment on No-Break) present in the building in question.

#### 3.3.2.4 HVAC Service

22. The provisioning of HVAC will depend on the specific situation of each building.
23. Depending of the study results an HAVC system will be installed or not.

### 3.4 Acceptance procedure

24. After completion of the implementation, NETHYS and the Beneficiary will sign the "Acceptance Form". By signing this Form, the Beneficiary accepts its Co-Mingling Area and confirms the compatibility of the delivery with the "General Terms and Conditions" of the Co-Mingling Agreement.
25. Should minor problems prevent the Beneficiary's full acceptance of the Co-Mingling Area, following the criteria listed on the Acceptance form, the Beneficiary's representative can agree on corrective actions with NETHYS SPOC to address these problems.
26. If agreed by both parties, the Acceptance form can then be signed by both parties with a list of these corrective actions, the parties responsible and target dates for implementing these corrective actions.

### 3.5 Provisioning Timers

27. This paragraph includes the most relevant timers in the operational processes framework.
28. The purpose is that these timers will be reviewed periodically based on experience and after approval by the BIPT.
29. The Timers included below are binding and defined as described in the Terms & Condition Appendix of the Co-Mingling Agreement and need to be seen in the context of the start-up period of the product.
30. A revision of timers is only possible after BIPT approval.
31. NETHYS will complete the implementation of the Co-Mingling Area by the delivery date as specified in the Quotation i.e. within maximum 3 months (RFO) after the reception date of the email of the Beneficiary with the first proof of payment<sup>2</sup>.
32. On the RFO date NETHYS and the Beneficiary must have finished their introduction works.
33. NETHYS will contact the Beneficiary 5 working days before RFO in order to make an appointment to enable the Beneficiary to install its equipment. The appointment will take place at the latest one day after RFO (RFO + 1 working day = RFS).
34. If NETHYS does not meet or expect to meet the delivery date indicated in the Quotation, NETHYS will inform the Beneficiary as soon as the delay has been identified. NETHYS will communicate the reasons for the delay and the new planning for delivery. NETHYS will use best endeavours to keep the additional implementation delay as short as possible.

<sup>2</sup> For orders without quotation for new sites the compensation will only be applicable after 2months and 5 working days

35. If the Beneficiary does not meet or expect to meet the delivery date indicated in the Quotation, the Beneficiary will inform NETHYS 24 hours before fixed appointment. The Beneficiary will communicate the reasons for the delay and the new planning for delivery. The Beneficiary will use best endeavours to keep the additional implementation delay as short as possible.
36. The delivery date indicated in the Quotation will be postponed with the additional implementation delay caused by the Beneficiary. In this case NETHYS has the right to apply a supplementary implementation delay of maximum 15 working days (caused by additional burden caused by the discontinuity of the planning).
37. For the sake of clarity the provisioning time can be the normal provisioning time + delay caused by the Beneficiary + maximum 15 working days.





## 4. Repair

47. Issues within the Co-Mingling Zone, which are not the fault of the Beneficiary present in that Zone shall entitle each Beneficiary to a compensation based on the recurring cost corresponding to the duration of the issue. This provided it couldn't claim compensation due to a case of force majeure where NETHYS is unable to solve the issue within the agreed timeframe. In these cases, NETHYS shall notify the Beneficiary of the timeframe in which his request will probably be carried out.
48. The timeframe taken into consideration for calculating the reimbursement amount goes from the time of the notification of the Beneficiary to the issue related SPOC, who will report this on a trouble ticket.
49. NETHYS cannot be held liable for the consequences of the Beneficiary's notification to a wrong SPOC.
50. The Beneficiary will be entitled to a compensation that corresponds to a percentage of the recurring cost of the related service.

### 4.1 Timers following the types of service to repair

51. In the framework of Co-Mingling we have to make a distinction between:
  - service affecting issues
  - Service affecting issue are issues that cause interruptions on the services that the Beneficiary delivers from its Co-Mingling Area. This type of issues can be caused by Power and/or HVAC problems.
  - In case of service affecting issues, the main purpose is to repair the service as soon as possible, at least in a provisional way if a definitive solution needs a too long time frame.
  - service non-affecting issues.
52. In case of service Non-affecting issues, the main purpose is to find a definitive solution in order to restrict the possible evolution to interference.

#### 4.1.1 Building Facilities

53. Under Building facilities we understand, e.g.:
  - Building/construction related: Broken (window) glass, sticking door, dirty room (not cleaned), loose support of cable tray.
  - Electrical equipment: Re-lamping, broken power plug
  - Technical equipment: Bug in fire detection, missing fire extinguisher.

## 4.1.2 Access Facilities

54. Regarding the Access facilities NETHYS will ensure that the security firm that delivers the escort service to the Beneficiary will be in possession of the necessary keys and badges in order to be enabled to access the Co-Mingling Area under all circumstances.
55. NETHYS cannot be held liable for issues and/or damages due to a third party in this case the security firm's escort staff.

## 4.1.3 Power Service

56. NETHYS's liability will cover the main power supply until the main distribution board installed within the Co-Mingling Zone and till the end of the power cable provisioned till each Beneficiary's fuse-box.
57. Before an individual power interruption is mentioned to NETHYS by a Beneficiary, the Beneficiary has to verify if its individual fuses are ok.

### 4.1.3.1 Planned power interruptions

58. These are interruptions for maintenance and/or testing of the equipment.
59. NETHYS will do its best to send an e-mail to the Beneficiaries SPOC with list of planned outage.

### 4.1.3.2 Non-planned power interruptions

60. Under non-planned interruption NETHYS understands, e.g.:
  - power failure 230 V AC,
  - defect fuse in NETHYS's electrical distribution board
61. NETHYS cannot be held responsible for failures and/or damages caused by a third party in this case the regional power supplier.

#### 4.1.3.2.1 In case of a 230V Installation

Type of issue	Time to respond and to solve problem
Service affecting	Same as for NETHYS
Service non-affecting	Same as for NETHYS

#### 4.1.4 HVAC Service

62. Examples of issues: temperature too high or too low (see Technical Specifications), defect fan, leakage.

Type of issue	Time to respond and to solve problem
Service affecting	Same as for NETHYS
Service non-affecting	Same das for NETHYS

## **5. Escalation scheme**

Same as in the NETHYS Reference Offer