



Proximus Reference Offer for Bitstream Access

Covering the technology Fiber GPON

Annex 4A: Improved Service Level Agreement for Repair

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Our reference: MSO & Servicing version

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1. Object

1. The present document defines the specific Terms and Conditions upon which Proximus will repair Bitstream Fiber GPON lines in case an Improved SLA (ISLA) option is activated for those lines. The specific elements included in this document replace those documented in the Annex 4 "Basic Service Level Agreement" of the present Bitstream Fiber GPON reference offer, unless otherwise stated.
2. The Beneficiary is offered two choices for the Improved SLA product option:
 - The Premium ISLA choice¹ where the repair service to be provided by Proximus is available 24 hours per day, 7 days a week.
 - The Enhanced ISLA choice where the repair service to be provided by Proximus is available during Working Days from 7:00 to 22:00, including Saturday, but excluding Sunday, Belgian and Proximus holidays. Proximus holidays are 2 January and 26 December. For the sake of clarity, this choice corresponds to an intermediate SLA between the Basic SLA and the Premium ISLA.

¹ Conditional to the availability of sufficient resources for IT implementation, the development of this new Premium ISLA choice in the Proximus systems is expected to be available with the June 2019 IT release. This timeframe does not contain a commitment of Proximus. In the meantime, when ordering through the MSO (GUI & SOA) interface, the "Bitstream Intermediate SLA" is the product choice which can be ordered by the Beneficiary as one of the product options for the Bitstream Fiber GPON product.

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 repair 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 ISLA 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. This document is an evolving document that may be adapted and revised regularly.

3. Prerequisites

7. This Improved Service Level Agreement is signed between two Parties being Proximus and the Beneficiary concerned.
8. Proximus will provide a SPOC with its respective name, mobile number or e-mail address for the purpose of follow-up or support. An escalation procedure is foreseen as described in the escalation procedure document published on the secured part of the Proximus Wholesale website – Contact information. Escalation is only relevant after the defined timer has been exceeded.
9. The document reflects only the service indicated. Any future interference due to synchronization with any other product is out of scope.
10. The Improved Service Level Agreement is not valid in situations of “Force Majeure” as defined in the “General Terms and Conditions”.
11. If an appointment is needed at the End-User address or at the Third Party site, access is authorized without negotiation. It is the responsibility of the Beneficiary to inform its End-User about the potential visit of a Proximus technician. “Stop-Clock or Freeze rules” (documented in the Annex 4 “Basic Service Level Agreement” of the present Bitstream Fiber GPON reference offer) will be applied in case the appointment is not booked by the Beneficiary at a date/timeslot proposed by Proximus within the ISLA due time, in case of absence of the End-User at the appointment date and slot,... and in any case of incomplete or incorrect information provided by the Beneficiary with relevance for the repair process.
12. In case of repetitive interventions (*) 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.

(*) repetitive interventions: reference is made to the definition documented in the section “Terminology” of the Annex 3 “Planning & Operations” of the present Bitstream Fiber GPON reference offer.

4. Conditions

13. The services offered in virtue of this Improved SLA are to be described as follows:
 - A helpdesk for all access lines & backbone as well as End-User lines issues
 - Improved timers for repair
 - Improved availability level
14. Proximus is committed to achieve for the Bitstream Fiber GPON services the best possible quality standards; as such the timers indicated in this document are maximum time intervals.
15. Proximus confirms that it is applying normal network monitoring tasks and as such may already correct any incident detected without waiting for the Beneficiary to detect an incident.
16. This Improved SLA is valid if for every repair case the following conditions are applied:
 - The Beneficiary reports the incidents as described in the Annex 3 "Planning & Operations" of the present Bitstream Fiber GPON reference offer, section "Points of Entry for reporting an incident".
 - The Beneficiary books an appointment by selecting a timeslot. In case the Beneficiary books an appointment outside Working Hours and there is no timeslot available within the ISLA due time, the Beneficiary will receive the possibility to ask an "ASAP" intervention instead of selecting a timeslot.
 - Test and repair actions are authorized without negotiation or warning.

5. Terminology

17. ISLA: Improved Service Level Agreement, it refers to any of the ISLA choices described in the present document, unless otherwise stated.
18. Net Repair Time: the Gross Repair Time minus the Stop-Clock Time (applicable to the Premium ISLA choice) or the Gross Repair Time minus the Stop-Clock Time minus the Out of Window Time (applicable to the Enhanced ISLA choice).
19. Clock Hours (applicable to the Premium ISLA choice): Target Repair Time, expressed in Clock Hours, i.e. where the service to be provided by Proximus is available 24 hours per day, 7 days a week.
20. Working Hours (applicable to the Enhanced ISLA choice): Target Repair Time, expressed in Working Hours, i.e., where the service is available during Working Days from 7:00 to 22:00, including Saturday, but excluding Sunday, Belgian and Proximus holidays. Proximus holidays are 2 January and 26 December.
21. Otherwise, reference is made to Annex 4 - Basic Service Level Agreement - of the present Bitstream Fiber GPON reference offer.

6. Set-up of the service

22. The activation of the Bitstream ISLA option per line can be done at ordering; the process needed to activate the ISLA option will start immediately after the implementation of the Bitstream Fiber GPON service.
23. The choices which are offered to the Beneficiary for the Bitstream ISLA option are described above in the section "Object" of the present reference offer.

7. Beneficiary's obligations

7.1 Contact persons

- 24. It is highly recommended that the Beneficiary provides a helpdesk. Proximus may be unable to guarantee the repair time and feedback deadlines where it is unable to inform the Beneficiary of the status of repair operations.
- 25. It is highly recommended that the Beneficiary guarantees the availability of a helpdesk during the repair intervention window of the chosen level of repair service (cf. sections above).
- 26. A technical contact at the Beneficiary will be available during the repair intervention window of the chosen level of repair service (cf. sections above).
- 27. Beneficiary will provide a SPOC with its respective name, mobile number and e-mail address for the purpose of follow-up or support.

7.2 Site access

- 28. When calling the Proximus Helpdesk, the Beneficiary will communicate the site access procedure.
- 29. Access is authorized without negotiation. It is the responsibility of the Beneficiary to inform its End-User or Third Party about the potential visit of a Proximus technician.
- 30. The appointment date and timeslot will be agreed between the Beneficiary and Proximus.
- 31. When the Beneficiary books an appointment or asks an "ASAP" intervention (i.e. an intervention within the 4 Clock Hours for the Premium ISLA or 5 Working Hours for the Enhanced ISLA), this implies that Beneficiary takes all necessary actions with the End-User/Third Party to give access to the Proximus technician in this timeframe.
- 32. The End-User or site contact person communicated is present at the proposed date and/or timeslot.
- 33. The Beneficiary shall also undertake to provide the necessary staff during the repair process.
- 34. Any failure to comply with these procedures shall result in a stop-clock / freeze rule.

7.3 Required Information

- 35. Beneficiary will provide correct information with relevance for the repair process.
- 36. In case of incomplete information in the repair case created by the Beneficiary (reference is made to the section "Beneficiary's liabilities in connection with incident reporting" documented in Annex 3 "Planning & Operations" of the present Bitstream Fiber GPON reference offer), the stop-clock / freeze rule is applicable and the timer will be unfrozen after the Beneficiary has provided the necessary information.

8. Timers

8.1 Preliminary

8.1.1 Timers

37. All timers in the present document are net timers. Delays due to Beneficiary are not taken into account and lead to stop-clocks. Reference is made to the section “Stop-Clock or Freeze rules (Repair)” defined in the Annex 4 “Basic Service Level Agreement” of the present Bitstream Fiber GPON reference offer.

8.1.2 General Feedback Timer

38. Proximus will give feedback to the Beneficiary within one hour after the validation of the repair case (within the applicable intervention window of the chosen Bitstream ISLA option). Note that an incident is only to be considered as being closed after Proximus has given feedback to the Beneficiary.

8.2 Repair of the End-User line

39. The following sections define the Repair Timers. In case of Wrongful Repair Requests Proximus will charge the Beneficiary with the fee defined in Annex 5 – Pricing, Compensations & Billing.

8.2.1 Repair Case Resolution Timer

8.2.1.1 Repair Case Resolution Timer Definition

40. 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, access is authorized without negotiation. It is the responsibility of the Beneficiary to inform its End-User about the potential visit of a Proximus technician. This timer will be frozen in case the above-mentioned appointment is not booked by the Beneficiary at a date/timeslot proposed by Proximus within the ISLA due time, in case of absence of the End-User at the appointment date/slot and in any case of incomplete or manifest incorrect information provided by the Beneficiary with relevance for the repair process.

	ISLA Premium	ISLA Enhanced
Repair Case Creation	24/24 hours, 7/7 days	24/24 hours, 7/7 days
Repair Case Handling	24/24 hours, 7/7 days	15/24 hours, 6/7 days
Repair Intervention Window	24/24 hours, 7/7 days	15/24 hours, 6/7 days

8.2.12 Improved Service Level Agreement (ISLA)

	ISLA Premium	ISLA Enhanced
Repair Timer of the Bitstream Fiber GPON End-User line	<ul style="list-style-type: none"> - 4 Clock Hours (85% of the repair cases resolved) - 8 Clock Hours (95% of the repair cases resolved) - 48 Clock Hours (98% of the repair cases resolved) 	<ul style="list-style-type: none"> - 5 Working Hours (60% of the repair cases resolved) - 10 Working Hours (90% of the repair cases resolved)

41. These percentages relate to the total number of repair cases opened by the Beneficiary for Bitstream Fiber GPON services, splicer interventions excluded, which Proximus guarantees to resolve within the specified timers when the incident is under its responsibility.

8.2.13 Applicability of the ISLA

42. Stop-clock or freeze rules as defined in the Basic SLA Annex are applied in the computation of the Repair Case Resolution Timer.
43. The Repair Timer on the End-User Line is not applicable to repair cases with Splicing Work.

8.2.1.4 Key Performance Indicator (KPI)

44. Bi-monthly computation is as follows:

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

8.2.2 Availability

45. Availability is equal to the net timer of interruption due to incidents on the Proximus network divided by the total time per year of availability committed to the End-User from the date of signing the agreement of the Bitstream Fiber GPON service, taking into account the total number of Bitstream Fiber GPON lines from a Beneficiary subject to an ISLA. The time of interruption is defined as from the repair case start Resolution Timer for an incident that has been sorted out as being under Proximus responsibility, excluding conditions of "Force Majeure" and Wrongful Repair Requests up to the moment of the case closure, mentioned to the Beneficiary with information about the reason of the outage.

	Average yearly availability
Availability	99,4% for < 1500 lines with an improved SLA option 99,5% for 1500 lines with an improved SLA option 99,6% for 2500 lines with an improved SLA option 99,7% for > 5000 lines with an improved SLA option and conditions as described below

46. For a volume of more than 5000 lines, availability is set at 99,7 % if all of the following conditions are fulfilled. Cases where these conditions are not achieved will be out of scope of this availability improvement.

- The Beneficiary will perform its own proactive measurements following a measurement procedure agreed with Proximus and communicate the results of these measurements on a regular basis. Proximus will analyze them and could perform pro-active repair actions on the Beneficiary's fiber GPON lines based on these results. Note that it should be defined how Proximus can recover the costs for these actions.
- The Beneficiary will give Proximus technically the possibility to make the intervention on the fiber GPON line (ensure end-to-end connection) till a demarcation point between Proximus and the Beneficiary collocation, if any (without dismantlement of the line at the Beneficiary equipment). For this, no fast test procedure can be done, as it is always a test between Proximus and Beneficiary technician. If this is not possible, this case will be excluded.
- Mention for every repair request what type of signal is coming to the End-User.

47. The volume for the applicability of case 1) can be agreed bilaterally between Proximus and the Beneficiary.

8.3 Learning curve

48. As Fiber GPON is a new and evolving technology, a learning curve is to be observed till the end of June 2019 before the application of the compensations as set out in the present reference offer.

9. Prices

49. Reference is made to Annex 5 – “Pricing, Compensations & Billing” - of the present Bitstream Fiber GPON reference offer.

10. Terms and Conditions for Compensations

10.1 General

50. Compensations are applicable per Beneficiary in the cases that Proximus has not respected its commitment on 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. 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.
51. In order to determine the compensation due by Proximus, the following method will be applied:
- $(100\% - \text{KPI} \%)$ of the interventions are eligible for compensations. Those interventions allow the Beneficiary and Proximus to compute the maximum applicable compensation (MAC).
 - A corrective factor equal to $(\% \text{SLA} - \% \text{KPI}) / (100\% - \% \text{KPI})$ will be applied to the MAC in order to determine the compensation due by Proximus.
52. Compensations may only be claimed by the Beneficiary when its aggregated KPI (BRUO & Bitstream products together) is inferior to the ISLA 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).
53. Compensations will be settled through a Beneficiary's invoice without VAT.
54. Together with an invoice, the Beneficiary must provide Proximus with the necessary information in case of a delayed Repair Timer or any shortage of Proximus that give cause for the compensations.
55. 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:
- the Beneficiary, the Service 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 (Improved SLA Enhanced, Improved SLA Premium).

Illustration:

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

56. 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.

57. In case several timers are not reached for a same repair case for a same ISLA, the highest compensation can only be claimed by the Beneficiary to avoid counting twice a compensation due to a same incident.
58. 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.

10.2 End-User line Repair Timer Escalations

59. Incidents which last more than the timers as described in the section “Repair Case Resolution Timer” of the present document and are under Proximus responsibility shall entitle Beneficiary to receive payment of the compensation due by Proximus.

10.2.1 Repair Case Resolution Timer

60. For the amount of compensations on the Repair Case Resolution Timer, reference is made to Annex 5 – “Pricing, Compensations & Billing”.

10.2.2 Availability

61. In case the guaranteed minimum yearly availability of the line is not respected due to a cause that is not external to Proximus, the Beneficiary is entitled to compensations the amount of which is described in the Annex 5 – “Pricing, Compensations & Billing” of the present Bitstream Fiber GPON reference offer.
62. Unlike other (I)SLAs for which compensations may only be claimed by the Beneficiary when its aggregated KPI at aggregate product level (BRUO and Bitstream together) is inferior to the (I)SLA for the whole calendar year, compensations for the Availability ISLA may be claimed when the KPI for all Bitstream Fiber GPON lines (no aggregation of BRUO and Bitstream lines) for the whole calendar year is not respected.

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