



Proximus Reference Offer for Bitstream Access

Covering the technology Fiber GPON

Annex 4: Basic Service Level Agreement

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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 Bitstream Fiber GPON lines. For all operational aspects, reference is made to the Annex "Planning & Operations".
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 "Planning & Operations".
3. All SLA conditions of the "BROTSoLL" Reference Offer in its last version are applicable to the OLO Access Lines as mentioned in this document.

2 Scope

4. 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.
5. 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.
6. Both Parties agree that the objective of this document is to optimize operational collaboration and all efforts should be taken to avoid SLA breaches.
7. The Key Performance Indicators (KPIs) are published on a bi-monthly basis on the Proximus Wholesale website.
8. This document is an evolving document that may be adapted and revised regularly.

3 Prerequisites

9. Both Parties agree to respect the content of this document and to offer services as described in this document.
10. 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 Bitstream Beneficiaries and the BIPT. Escalation is only relevant after the defined timer has been exceeded or when the defined service level has been missed.
11. 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.
12. 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.
13. 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.
14. Timer violations outside the Working Hours are not logged as such and shall not be used to claim service shortage.
15. The Service Level Agreement is not valid in situations of "Force Majeure" as defined in the "General Terms & Conditions".
16. 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.
17. 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
 - 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 "Planning & Operations" of the present Bitstream Fiber GPON reference offer.

4 Terminology

18. Beneficiary: an OLO (Other Licensed Operator) having concluded a BRUO contract and/or a Bitstream contract with Proximus.
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. 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".

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 8:00 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 8:00.
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 8:00.

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 & Operations".
40. The timers as set out hereunder are to be considered as best effort targets. They are therefore not binding and no compensation is applicable. A revision of these timers is possible after BIPT approval.

5.1 Provisioning

5.1.1 Provisioning of the End-User line

41. The provisioning of an End-User line is the activation of the Bitstream Fiber GPON service on the line of an individual End-User.
42. 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

5.1.1.1 Technical Order Confirmation (TOC) Timer

5.1.1.1.1 Technical Order Confirmation (TOC) Timer Definition

43. 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".

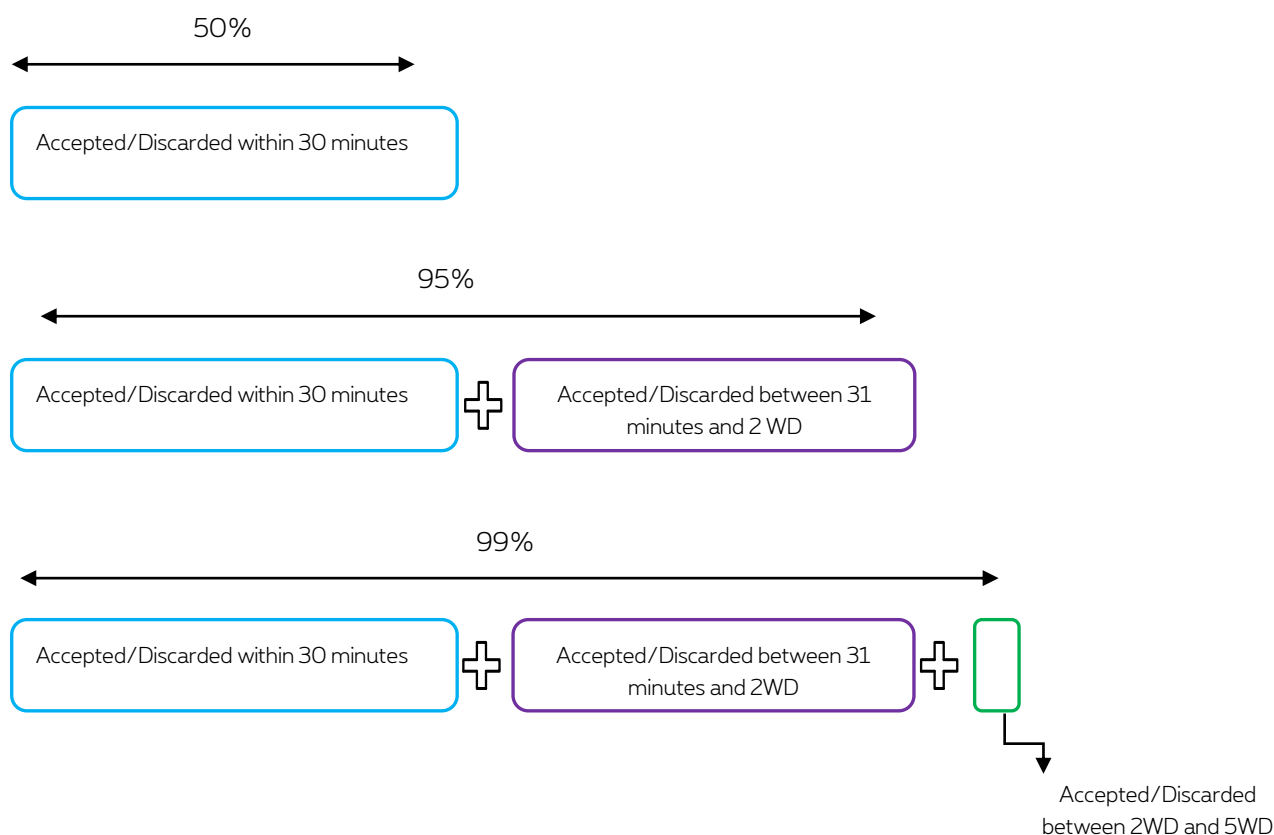
44. The validation process consists in an administrative and a technical validation. The TOC message will be sent as soon as all validations and required actions by Proximus and by the Beneficiary have been successfully executed. In case of not acceptance of the order, a Discard message will be sent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

5.1.1.1.2 Service Level Agreement (SLA)

45. 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%

46. Illustration of the TOC Timer:



5.1.1.1.3 Applicability of the SLA

47. The TOC Timer is applicable to orders submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning & 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).

5.1.1.1.4 Key Performance Indicator

48. Bi-monthly computation is as follows:

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

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.

5.1.1.2 Slot Availability

5.1.1.2.1 Slot Availability Definition

49. 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.
50. If multiple slots are requested (one after another) for a work order, only the last request is taken into account.
51. 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.

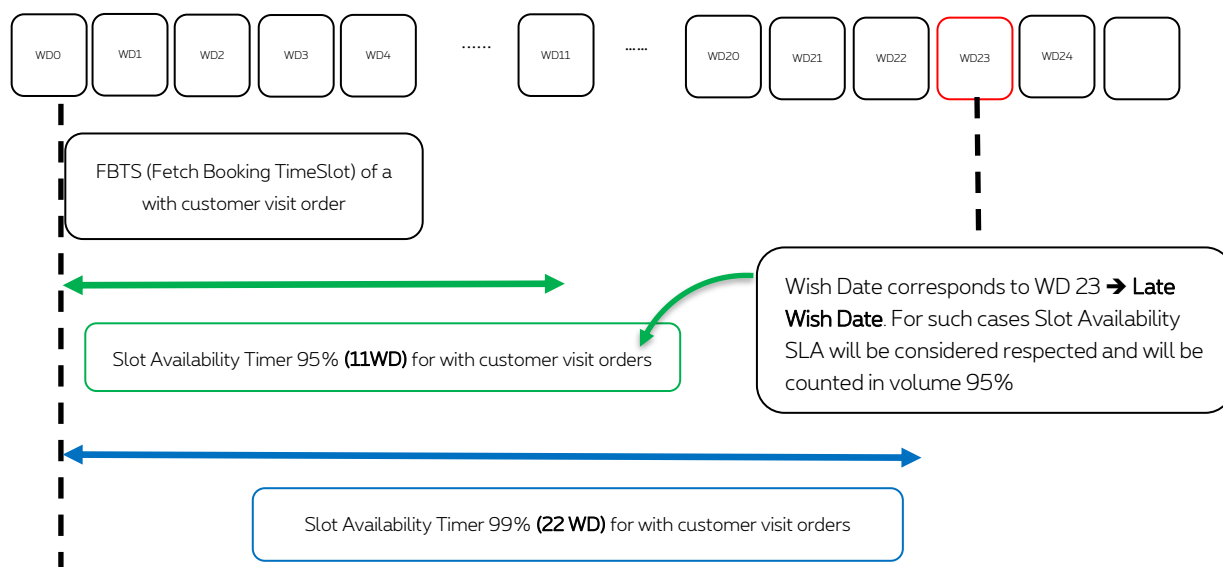
5.1.1.2.2 Service Level Agreement (SLA)

52. 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):

	%	'With Customer Visit'		%	'With Customer Visit Splicing included'
a	95%	11	a	85%	20
b	99 %	22	b	95%	29
c	100 %	45	c	99%	39

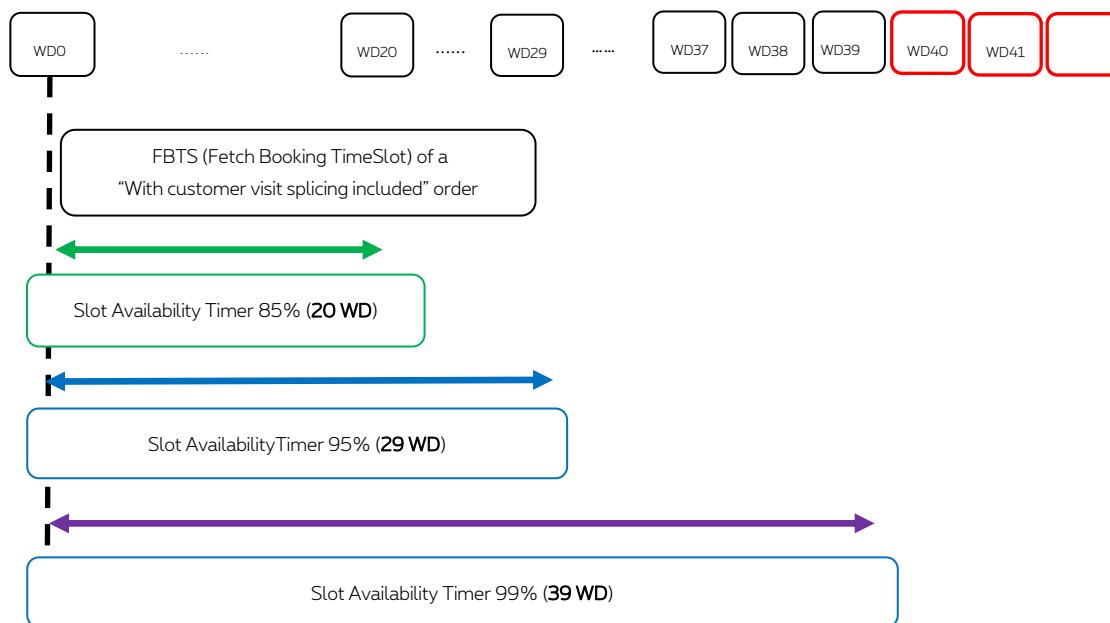
If the Beneficiary communicates a Wish Date that is outside the above-mentioned timers (late Wish Date), the earliest proposed slot must be at the latest on the communicated Wish Date. For such cases the Slot Availability SLA will be considered respected and will fall in the scope of the minimum agreed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

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

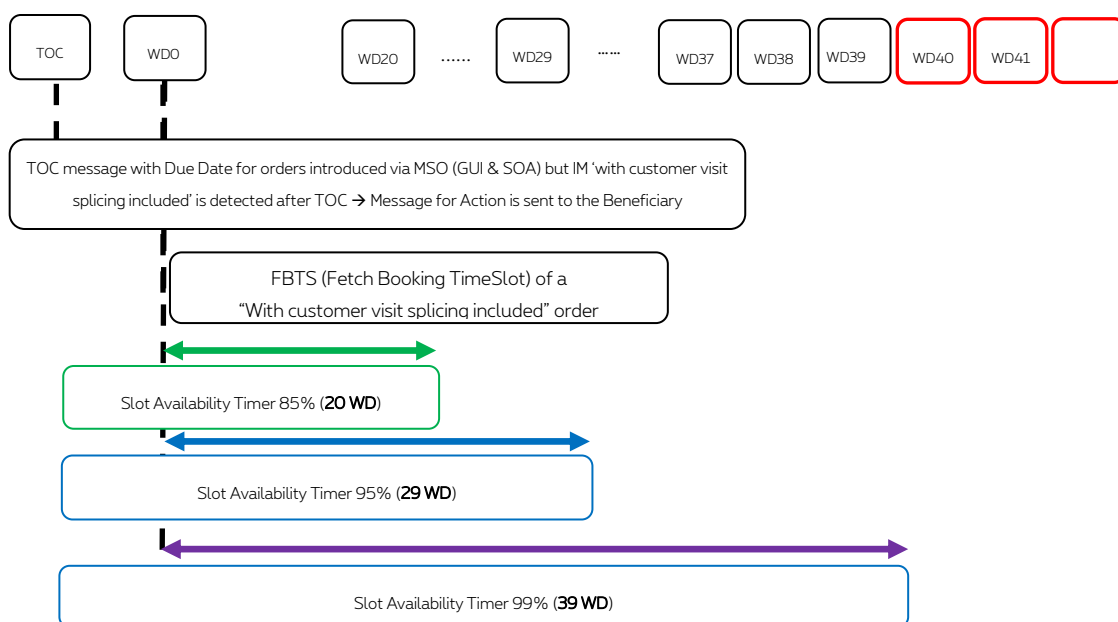


54. Illustration of the Slot Availability after SNA detection

- 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



5.1.1.2.3 Applicability of the SLA

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

- Submitted via the MSO (GUI & SOA) interface as described in the Annex “Planning & Operations”.
- Installed by a Proximus Technician thus excluding 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 & 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.

5.1.1.2.4 Key Performance Indicator

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

57. Bi-monthly computation is as follows:

% Slot Availability

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

58. 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.

5.1.1.3 Technically Executed (TEX)

5.1.1.3.1 Technically Executed (TEX) Definition

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

60. 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.

5.1.1.3.2 Service Level Agreement (SLA)

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

5.1.1.3.3 Applicability of the SLA

62. The TEX SLA is only applicable to orders:

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning & Operations”.
- Installed by a Proximus Technician thus excluding 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).

5.1.1.3.4 Key Performance Indicator (KPI)

63. 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.

5.1.1.4 Appointment Kept

5.1.1.4.1 Appointment Kept Definition

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

5.1.1.4.2 Service Level Agreement (SLA)

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

5.1.1.4.3 Applicability of the SLA

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

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex “Planning & 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 falling within the scope of the Partner Process.
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).

5.1.1.4.4 Key Performance Indicator (KPI)

67. Bi-monthly computation is as follows:

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

68. 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.

69. 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").

5.1.1.5 Order Closed (OC) Timer

5.1.1.5.1 Order Closed (OC) Timer Definition

70. 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.

5.1.1.5.2 Service Level Agreement (SLA)

71. 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.

5.1.1.5.3 Applicability of the SLA

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

5.1.1.5.4 Key Performance Indicator (KPI)

73. Bi-monthly computation is as follows:

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

(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.

5.1.1.6 First Time Right Installation (FTR)

5.1.1.6.1 Non-FTR Definition

74. 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 fiber GPON network and under the responsibility of Proximus or a Third Party working for Proximus, is considered non-FTR. Any other installation is considered FTR.

5.1.1.6.2 Service Level Agreement (SLA)

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

% FTR	Applicable installations
95%	<ul style="list-style-type: none"> Installations with customer visit Installations with customer visit splicing included

5.1.1.6.3 Applicability of the SLA

76. The FTR SLA is applicable to orders:
- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex "Planning & Operations".
 - Installed by a Proximus Technician or installations falling within the scope of the Partner Process.

5.1.1.6.4 Key Performance Indicator (KPI)

77. Bi-monthly computation is as follows:

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

5.1.2 Provisioning of Shared VLANs or Service Qualities

78. The provisioning of Shared VLANs/Service Qualities covers the set-up and configuration of Shared VLANs/Service Qualities and the modification of the existing Shared VLANs/Service Qualities parameters.

5.1.2.1 Set-up and configuration of Shared VLAN/Service Quality Timer

79. The set-up and configuration of Shared VLAN/Service Quality Timer is related to the creation of a new Shared VLAN/Service Quality between an optical DSLAM (OLT) and the Beneficiary. The set-up and configuration of Shared VLAN/Service Quality Timer will start on the receipt of the order, submitted to Proximus through the MSO interface (GUI & SOA) as described in the Annex "Planning & Operations" of the present reference offer. The set-up and configuration of Shared VLAN/Service Quality Timer is set at:

	Timer
Set-up & configuration Timer (to be respected by Proximus)	10 Working Days

5.1.2.2 Modification of Shared VLAN/Service Quality parameters Timer

80. The modification of Shared VLAN/Service Quality parameters Timer is related to the modification of the parameters of an existing Shared VLAN/Service Quality between an optical DSLAM (OLT) and the Beneficiary. The process consists in both an administrative and technical treatment of the order and requires synchronization with the Beneficiary.
81. The modification of Shared VLAN/Service Quality parameters Timer will start on the receipt of the order through the MSO interface (GUI & SOA) as described in the Annex "Planning & Operations" of the present reference offer. The modification of Shared VLAN/Service Quality parameters Timer is set at:

	Timer
Modification of Shared VLAN/Service Quality parameters Timer (to be respected by Proximus)	3 Working Days

5.1.3 Provisioning of the OLO Access Line

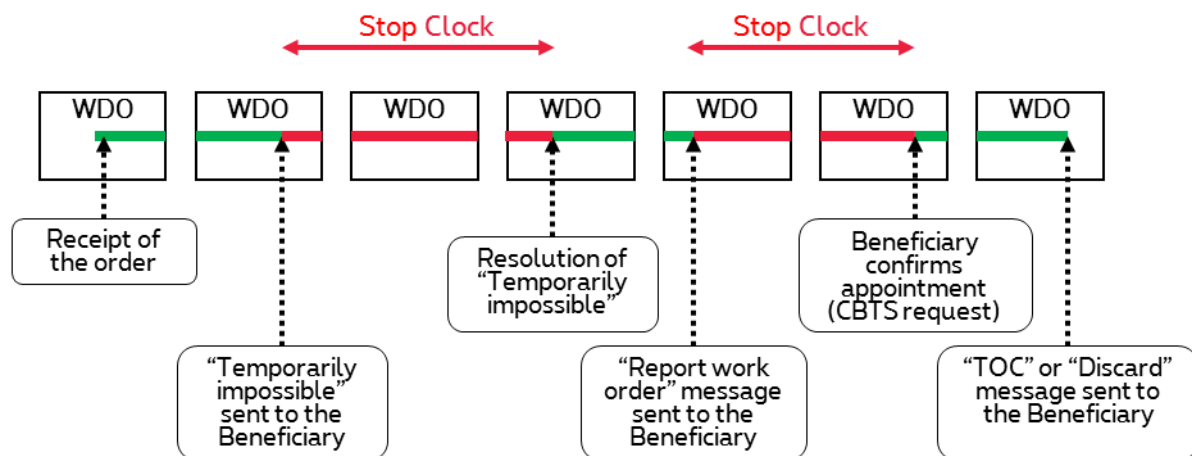
82. The provisioning of the OLO Access Line follows the timers described in the section "Provisioning Services" in the document "BROTSoLL Main Body".

5.1.4 Stop-Clock or Freeze rules (Provisioning)

83. 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).
84. 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.

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



5.1.5 MSO learning curve

86. At the introduction of the MSO interface, a learning curve for the Basic SLA is to be observed. 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.
87. 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.

5.2 Repair

88. 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, Compensations & Billing".

5.2.1 Repair Case Resolution Timer on the End-User line

5.2.1.1 Repair Case Resolution Timer Definition

89. The Repair Case Resolution Timer on the End-User line 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.

5.2.1.2 Service Level Agreement (SLA)

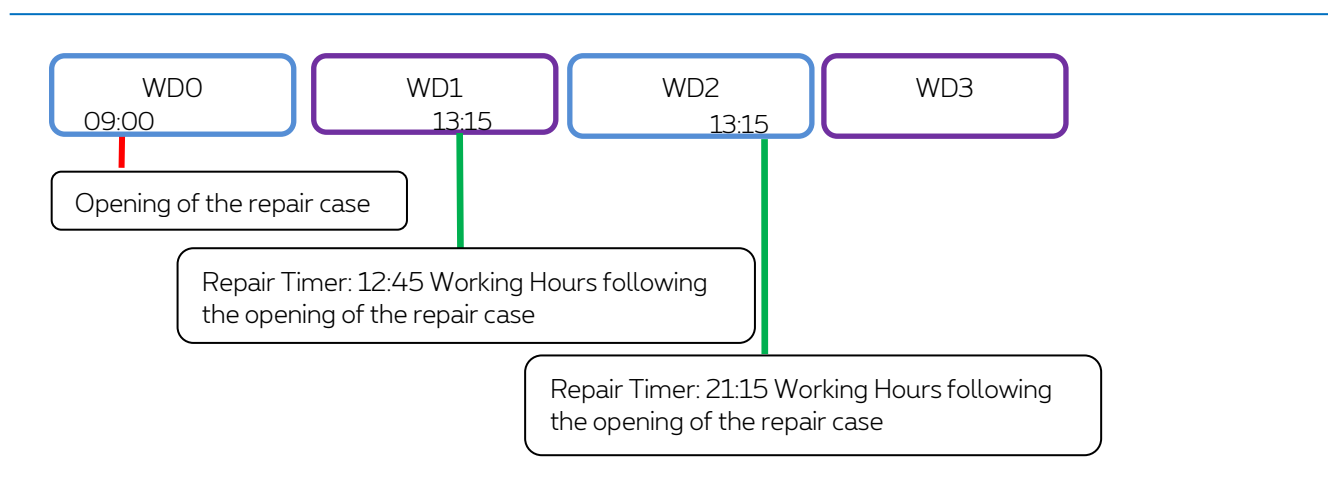
90. Minimum 90% of repair cases should respect the following timer:

	Timer
Repair Timer End-User line (to be respected by Proximus)	12:45 Working Hours following the opening of the repair case

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

	Timer
Repair Timer End-User line (to be respected by Proximus)	21:15 Working Hours following the opening of the repair case.

92. Illustration of the Repair Timer on the End-User line:



5.2.1.3 Applicability of the SLA

93. If an appointment is needed at the End-User address or at the Third Party site, the Beneficiary can choose between date(s)/timeslot(s) within the SLA due time and date(s)/timeslot(s) outside the SLA due time.
94. The application of the Repair Case Resolution Timer is deferred in case the appointment is booked by Beneficiary outside the SLA due time. 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.
95. The Repair Case Resolution Timer on the End-User line is not applicable to incidents with Splicing Works.

5.2.1.4 Key Performance Indicator (KPI)

96. Bi-monthly computation is as follows:

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

5.2.2 Repair Timer on the End-User line with splicing intervention

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

97. 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.

5.2.2.2 Service Level Agreement (SLA)

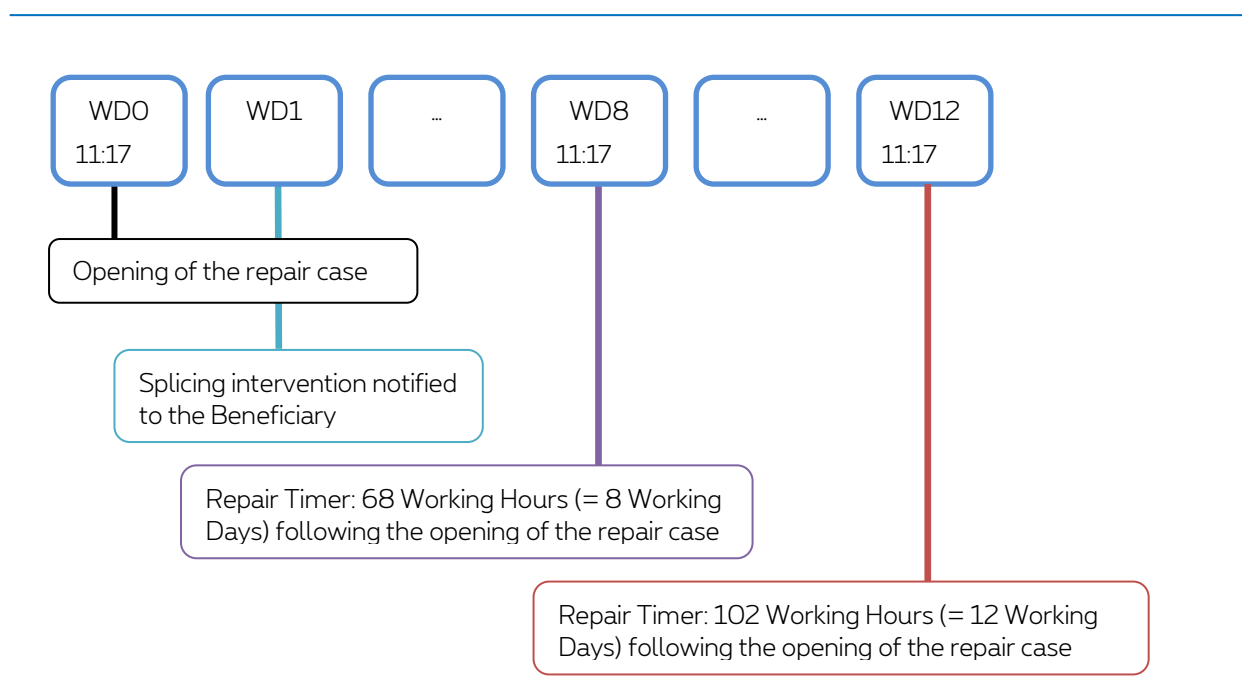
98. Minimum 80% of repair cases on the End-User line with splicing intervention should respect the following timer:

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

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

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

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



5.2.2.3 Applicability of the SLA

101. For the appointment at the End-User address or at the Third Party site, the Beneficiary can choose between date(s)/timeslot(s) within the SLA due time and date(s)/timeslot(s) outside the SLA due time.
102. The application of the Repair Timer on the End-User line with splicing intervention is deferred in case the appointment is booked by Beneficiary outside the SLA due time. 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.
103. The Repair Timer on the End-User line with splicing intervention is not applicable to incidents without Splicing Works.

104. Until the notification of the Splicing Works to the Beneficiary, the applicability rules and stop-clock principles of the Repair Case Resolution Timer on the End-User line remain applicable.
105. 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).

5.2.2.4 Key Performance Indicator (KPI)

106. Bi-monthly computation is as follows:

$$\% \text{ Repair Timer on the End-User line with splicing intervention} = 100\% - \frac{\left(\frac{\text{Number of repair cases with splicing intervention (not closed within the repair timer for incident attributable to Proximus responsibility)}}{\text{Total number of repair cases with splicing intervention}} \right)}{1}$$

5.2.3 Repair of the Ethernet Transport

5.2.3.1 Repair Timer Definition

107. The Repair Timer on the Ethernet Transport starts when Proximus receives an incident report from the Beneficiary and ends at the closure of the repair case after the feedback has been given by Proximus to the Beneficiary.

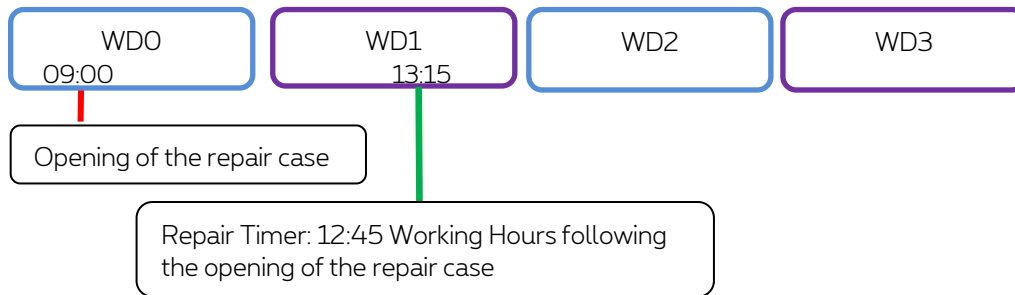
5.2.3.2 Service Level Agreement (SLA)

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

	Timer
Repair Timer Ethernet Transport (at LEX level) (to be respected by Proximus)	12:45 Working Hours following the opening of the repair case

	Timer
Repair Timer Ethernet Transport (at Service PoP level) (to be respected by Proximus)	4 Working Hours following the opening of the repair case

109. Illustration of the Repair Timer on the Ethernet Transport (at LEX level):



5.2.3.3 Applicability of the SLA

110. Reference is made to the other “Applicability of the SLA” sub-sections in the section “Repair”.

5.2.3.4 Key Performance Indicator (KPI)

111. Computation is as follows:

$$\begin{aligned}
 &\% \text{ Repair Timer on the Ethernet Transport} \\
 &= 100\% - \frac{\left(\text{Number of repair cases with Proximus responsibility} \right)}{\text{Total number of repair cases}}
 \end{aligned}$$

not closed within the Repair Timer

5.2.4 Repair of the OLO Access Line

112. The repair of the OLO Access Line follows the timers described in the section “Repair Services” in the document “BROTSoLL Main Body”.

5.2.5 Stop-Clock or Freeze rules (Repair)

113. The clock for repair starts when the repair case is valid.
114. 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) outside the SLA due time. 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).
115. 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.

5.3 Information Technology

116. 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 Bitstream Fiber GPON lines.

5.3.1 MSO Response Time

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

5.3.1.1.1 MSO Response Time Definition

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

5.3.1.1.2 Service Level Agreement (SLA)

119. 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 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 endeavour an SLA respect of 75 %
- During a period of 3 months following the previous period, Proximus will endeavour an SLA respect of 85 %

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

5.3.1.1.3 Applicability of the SLA

120. 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.

5.3.1.1.4 Key Performance Indicator (KPI)

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

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

5.3.2 Interface Availability

5.3.2.1.1 Interface Availability Definition

122. The following interfaces used by the Beneficiary for eligibility, ordering or repair of its Bitstream Fiber GPON 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.

5.3.2.1.2 Service Level Agreement (SLA)

123. 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.

5.3.2.1.3 Applicability of the SLA

124. 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.

5.3.2.1.4 Key Performance Indicator (KPI)

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

6 Escalation procedure

126. 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.
127. 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).
128. 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.
129. 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.
130. The Escalation Matrix is available on the Beneficiary's Personal Page of the Proximus Wholesale website – Contact information.

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