

# Key characteristics Business Service Level for Products covered by the RDSLO and ORATH

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## 1 Definitions

The following definitions apply to the SLA in relation to DSL-, VDSL-, and ATH Services covered by the RDSLO or ORATH in force.

Defined Term	Applicable Definition
Availability:	$\text{Availability} = (\text{Period} - \text{Duration of unavailability}) / \text{Period}$ <p>Availability is the difference between the period to which the service refers and the duration of unavailability of the service, divided by the period to which the service refers.</p>
Business SLA	The agreement specifying all procedures, contact points, terms and conditions for DSL-, VDSL-, and ATH Services, specifically covered by a Business SLA at the express Operator's option, to be entered into by and between the Parties in case the Operator wants to opt in for this Business Service Level Agreement, it being specified that a Business SLA may only be entered into by the Parties provided the concerned Operator has prior entered into a DSL-, or ATH Agreement as specified in EPT's RDSLO or ORATH in force.
Closure of the ticket:	Moment from when the service is restored. The service is considered as being restored by EPT, after EPT has informed the Operator about the closure of the ticket. The restoration of the service is considered as final.
Duration of unavailability	<p>Sum of the measured durations from the moment when the Trouble Ticket was delivered and the closure of this ticket for that particular period.</p> <p>This duration of unavailability does not include the periods caused by Excluded Events.</p>
Excluded Events	<p>The following events are excluded for the "Duration of unavailability" calculation.</p> <ul style="list-style-type: none"> <li>- all planned works and/or urgent works done by or ordered by EPT</li> <li>- all planned work done by or ordered by the Operator and/or End Customer</li> <li>- all interruptions caused by the Operator and/or the End User</li> <li>- the "Stop Clock" periods</li> <li>- all Force Majeure Events</li> <li>- all damages caused by third parties and having an impact on the service</li> </ul>
Fault	Service malfunction leading to non-conform behaviour in accordance to the service parameters defined for the subscribed service.
Fault Clearance	Situation where the subscribed service has been restored in accordance to

	the defined service parameters.
Fault Report	A written report sent by the Operator to EPT in case of faults discovered within the subscribed services and/or on EPT's network in relation to the subscribed services.
On-Site	Geographical locations within the boundaries of the Grand Duchy of Luxembourg where the subscribed service is delivered
Intervention Time (IT)	The intervention time is a measurement of the time that elapses between the moment when a Trouble Ticket is generated and the moment when a trained support engineer begins analysing the problem either remotely or On-Site. The intervention time is guaranteed in the SLA.
Calculation Period	The availability is calculated based on a per Year duration defined from 1 <sup>st</sup> of January until and including 31 <sup>st</sup> of December.
SLA	Service Level Agreement. The SLA defines the contractually agreed services in the event of Fault.
"Stop Clock"	Period where EPT have to suspend their intervention during a Fault resolution process do to reasons (i) caused directly or indirectly by the Operator and/or End-User, (ii) not under the control of EPT.
Trouble Ticket	A trouble ticket is generated for each Fault Report. The reference number of this trouble ticket enables the process and fault resolution to be tracked. The time at which the trouble ticket is generated defines the start time of the subsequent processes in accordance with the SLA.
Penalty	EPT guarantees to the Operator that the Service Levels defined in the Business SLA are met. In absence of EPT to guarantee the defined service levels, a monetary fine, levied against EPT is foreseen in the Business SLA. This penalty will be issued as a customer credit memo if the Service Levels defined are below the guaranteed result.
Effective Date	Date from which all contractual rights and obligations begin and from which point any term of time commences.

## 2 Terms and conditions

The duration of the Service Level Agreement is based on an "Initial Term" of twelve (12) months. It shall begin on the Effective Date and will be automatically extended "Extended Term" on a year-to-year basis unless either party has delivered written and registered notice of its intend to terminate the Agreement at least three (3) months prior to the end of the "Extended Term".

The Service Level Agreement will be terminated after the expiration of the "Initial Term" if either party has delivered written and registered notice of it's intend to terminate the Agreement at least three (3) months prior to the end of the "Initial Term".

To be covered by this Business SLA, each individual DSL-, VDSL- or ATH Service has to be specified by the Operator to EPT using the form attached to the Business SLA.

The applicable contact points and detailed procedures to be complied with any Fault Report related to DSL-, VDSL, and ATH Services covered by an SLA are specified in the Business Service Level Agreement.

### 3 Service Levels

Business SLA	DSL	VDSL	ATH
Coverage Period	24/7	24/7	24/7
Intervention Time	4.5 hours	4.5 hours	4.5 hours
Availability*	99,80%	99,80%	99,80%

\*Calculation period = Per Year

### 4 Operators Responsibilities

#### 4.1 Access to the Customer's premises

The Operator explicitly agrees to provide to EPT's personnel and their necessary equipment access to the corresponding premises. Furthermore the Operator agrees to provide to EPT's personnel acceptable working conditions and access (lighting, electrical outlets, etc.) in order to execute the necessary tasks in relation to the present Agreement. The necessary schemes and building plans of the Customer's buildings need to be delivered to EPT by the Operator at signature of the Service Level Agreement. In the event of an incident requiring EPT personnel to access the premises, all accesses to the premises must be granted upon arrival of EPT personnel. It is considered of utmost importance that the contact person mandated by the Operator has the possibility to allow for this arrangement.

This arrangement is considered mandatory in order to allow EPT to deliver the service according to the service levels defined in the previous chapter.

#### 4.2 Need for precaution

In order to prevent any service failures, malfunctions or any components damage, the Operator agrees to strictly avoid any action whatsoever towards any of the access components provided by EPT without EPT's explicit permission. This rule will apply similarly to any subcontractor that the Operator may have delegated tasks to, in relation to the subscribed services as documented in the present Agreement.

#### 4.3 Business SLA Fault Report

In order to trigger the Fault Clearance process a Fault Report must be provided by the Operator with respect to a Fault concerning DSL-, VDSL- and ATH Service and concerned by the corresponding Service Level Agreement. This Fault Report must contain the following information in order to be valid:

1. EPT's reference number of the line
2. Contact point and phone number of the End-User
3. Address of the End-User
4. Contact point and phone number of the Operator
5. Type of service affected
6. Description of the reported fault
7. Date and description of the intervention of the Operator's technician

The Operator may pass any additional information it considers relevant to the Fault Report while EPT shall not be obliged to use such additional information, whichever may be the reason.

The applicable contact points and detailed procedures to be complied with any Fault Report related to DSL-, VDSL- and ATH-Services covered by a Business SLA are specified in the Business Service Level Agreement. It has to be noted that Fault Report must be submitted in electronic format by the Operator to EPT's Fault Contact Point as specified with the Business Service Level Agreement.

## **5 EPT Responsibilities**

### **5.1 *Trouble Ticket Creation***

Based upon a valid Fault Report reception, EPT will issue a Trouble Ticket with a reference number in order to allow follow-up of the corresponding issue documented within the Fault Report.

### **5.2 *Fault Clearance Process***

Fault Clearance will be free of charge for the Operator, independent of the Intervention Time provided the fault reported in the Fault Report duly lies within the section of the DSL-, VDSL-, or ATH Service for which EPT is responsible.

In case the fault lies outside the section of the DSL-, VDSL-, or ATH Service for which EPT is responsible, the tariffs as specified for "fault repair" in the RDSLO or the ORATH are applicable and will be charged to the Operator.

EPT will inform the Operator if the Fault has been cleared. Any fault validly reported by the Operator shall be deemed as duly cleared if the Operator fails to reject the related Incident Ticket Closing submitted by EPT within one (1) hour after receipt thereof.

## 6 Fees

The fees documented below are charged in addition to the initial service price.

Description	Monthly Fee
Minimum amount invoiced per Business Service Level Agreement	350.- €
Business SLA – activation fee per one (1) DSL-, VDSL- or ATH Service	14*.- €
Business SLA – monthly rental fee per one (1) DSL-, VDSL-, or ATH service in addition to the monthly fee applicable to the concerned DSL-, VDSL- or ATH service	14*.- €
* Fees are based on the Luxembourg price index 737,83. They will be updated following the evolution of this index.	

All other configuration or consulting services requested by the Operator need to be planned and will be carried out by EPT employees. These services will be invoiced separately at the hourly rates in use, at the time of the request as per the table below:

Hourly rates and extra charges	
Applicable hourly rates according to qualifications of the intervening EPT employee and valid during office hours (from Monday to Friday between 7:00 and 19:00) as defined in the applicable RDSLO/ORATH.	Extra charges in % to be drawn simultaneously for allowances: <ul style="list-style-type: none"><li>• From Monday to Friday outside office hours and Saturday, if not a holiday: hourly rate +50 %</li><li>• Sunday: hourly rate +70 %</li><li>• Bank holiday: hourly +200%</li><li>• At night from 22:00 to 6:00: hourly rate +15%</li></ul>

All proposed prices are net, quoted in EURO, VAT excluded and our general term and conditions do apply.

## 7 Penalties

In absence of EPT to guarantee the defined service level, a monetary fine, levied against EPT is foreseen in the present Agreement upon Operator's written express valid request within 30 calendar days after fault clearance, per concerned DSL-, VDSL-, or ATH Services covered by a Business SLA.

This penalty will be issued as a customer credit memo if the Service Levels reached are below the guaranteed result on the following basis:

<b>Intervention Time (IT)</b>	<b>Monetary Fine</b>
IT ≤ 4.5hours	0.-
4.5hours < IT ≤ 8hours	1 monthly service fee
8hours < IT	2 monthly service fees