

UNIFIBER Reference Offer Commercial B2C

Annex 4

Service Level Agreement 20th of September 2023



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1. Introduction

UNIFIBER provides Operators with services based on its dense FTTH network that conforms to the most stringent requirements. The technology and architecture of UNIFIBER's FTTH network guarantees Operators' maximal availability of its services.

Following key elements illustrate key characteristics of UNIFIBER's FTTH network to allow top performance:

- **Secure underground network**

UNIFIBER's network is mainly installed underground at a depth of 40 - 60 centimeters and makes use of aerial and façade network options. The fiber-optic cables are safely enclosed in robust ducts that provide additional protection to the fiber-optic infrastructure. The fibers are fusion-spliced together. Together this ensures connections with very low attenuation, lower risk of interference from incidents and optimal protection against damage caused by digging.

- **Network maintenance**

In order to guarantee the high quality of our network now and in the future, UNIFIBER performs preventive maintenance on a routine basis.

- **Network Monitoring Center (NMC)**

Operators can rely 24x7 on expert support from UNIFIBER's Network Monitoring Center.

- **Guaranteed repair time**

UNIFIBER's fiber-optic network, which is digitally registered in a single geographic system, combined with monitoring by the Network Monitoring Center (NMC), ensures that the maximum guaranteed repair time for incidents relating equipment or patching is 4 hours, and incidents relating to cable cuts in UNIFIBER network is 8 hours for a single cable cut (save for unforeseen and/or extraordinary circumstances).

UNIFIBER delivers its FTTH services in accordance with the SLA as described below. The next paragraphs set out precisely what may be expected in terms of performance, quality level and guarantees.

NOTE: The SLAs in this document only apply to the passive dark fiber service between the agreed demarcation points in UNIFIBER's SLA network, being the ODF in the Central or Local Area POP and the FTU at the Customer Access Point, with exclusion of the Operator's active equipment in the POPs. The connection and maintenance of the physical infrastructure and/or equipment beyond these demarcation points is out of scope of this SLA as this falls within the Operator's responsibility. Activities and incidents related to the active layer fall integrally under the responsibility of the Operator and are not in scope of this SLA.

2. General Provisions

1. The Company commits to respect the Service Levels for the Services provided by the Company to the Operator as set out in this document.
2. The Service Levels outline both Key Performance Indicators (KPIs) and Performance Indicators (PIs), agreed between the Company and the Operator and shall be used as performance measurement mechanism.
3. KPIs define the Service Level conditions upon which the Company will deliver ordering, installation and maintenance services for the passive access products whereas PIs relate to Network or System Performance.
4. Both PIs and KPIs are provided by the Company to the Operator on a monthly basis.
5. Only KPIs can lead to a compensation mechanism.
6. Both the Company and the Operator agree that the objective of this document is to optimize operational collaboration and all efforts should be taken to avoid compensations or penalty fees.
7. Not meeting the targeted service levels will lead to actions at Company level that are communicated to the Operator. If in a consecutive period of three (3) months, related (K)PIs are still below target, an action plan and close follow-up comes into place.
8. It is understood that the Service Levels can be modified depending on the priorities of the Operator at any point in time. This shall be done in common agreement between the Company and the Operator.
9. Within the frame of this agreement, the Company offers the Service Level parameters for the passive access products. For the sake of clarity, activities and incidents related to the active layer fall integrally under the responsibility of the Operator and are not in scope.
10. This Service Level Agreement Schedule and the related obligations of the respective Parties will start as from the date of the first order from the Operator in the first 'Fiber Zone' (Area POP zone).

3. Definitions

Clock Hours:

Target Repair Time, expressed in Clock Hours, i.e. where the service to be provided by UNIFIBER is available 24 hours per day, 7 days a week.

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.

Due Date:

The date on which the service requested by the Operator in its order is planned to be available to the End-User. The Due Date will only be returned towards the Operator when the appointment booking is successful.

Extended Working Hours:

Any time from 7:00 to 22:00 (15h) during Business Days and Saturdays.

Force Majeure Event: Has the meaning given to it in the Commercial Agreement.

Incident Intake: The creation of repair cases in the Incident management tooling for the repair of UNIFIBER services.

Intervention Time (Gross): The intervention time is the duration calculated from the concerned Incident Ticket Opening to the Operator until UNIFIBER intervenes in order to repair the circuit.

Intervention Time (Net): The gross intervention time minus the Stop-Clock Time minus the Out-of-Window Time.

Operator Technician: A technician (employee or subcontractor) who, under the responsibility of the Operator, executes the required tasks to technically terminate and/or connect the Operator's end-user on the Company network (e.g. patching in the POP).

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.

Out-of-Window Time: Any time outside the Working Hours.

Overrun Orders: Orders exceeding the monthly forecast of the Operator for the passive access products. The monthly forecast defines the number of orders the Operator estimates to submit towards UNIFIBER. For any order in "overrun", no guarantee on Slot Availability will be offered and they will be carried out by UNIFIBER as soon as possible, according to the remaining capacity available.

Receipt of the Order: An order is received by UNIFIBER if it passes positively the encryption and authentication phase.

Repair Case:

The file created in UNIFIBER's incident management tooling when an Operator reports a problem. This file contains the information already available in the IT systems, the information provided by the Operator and the information added by UNIFIBER during the repair process.

Stop-Clock Time:

The time during which the timer is stopped during provisioning or repair activities for reasons not attributable to UNIFIBER or one of its subcontractors or suppliers (see sections "Stop-Clock or Freeze rules" - Provisioning and Repair - of this document).

Third Party:

Any other involved entity beside UNIFIBER and the Operator. We distinguish 3 types of Third Parties who can intervene in the operations from a general viewpoint: a Third Party of the Operator, a Third Party of UNIFIBER and an independent Third Party (e.g. Commune).

UNIFIBER Technician:

A technician or splicer (employee or subcontractor) who, under the responsibility of UNIFIBER, executes the required tasks to technically activate the requested service.

Wish Date:

The date on which the End-User would prefer to have UNIFIBER services activated. This Wish Date might be in a timeframe that is outside of the standard available lead times.

Working Hours:

Any time from 8:00 to 17:00 during Business Days.

4. Delivery Service Elements

4.1. Lead Times

As this service is offered with the ability to schedule a desired date & time window by the end-customer, actual lead times may vary widely. UNIFIBER provides the end-customer the possibility to provide, in a to be determined manner, the desired delivery timeslot(s). The executing contractor will align and confirm the “agreed upon delivery date”. This date will be treated as the “initial delivery date”. All delay or re-schedule situations will lead to an “adjusted delivery date”.

4.2. Site Survey

If the scope of the installation work that needs to be done to implement the drop cable, seems complex or is longer/more expensive than the agreed length/cost maximum (based on desktop survey with information from end-customer), the contractor may perform a site survey in consultation with the Operator, to the extent reasonably possible within 10 Working Days after the Order (at costs of the Operator). Upon completion of a site survey, UNIFIBER shall inform the Operator of the potential additional deployment costs and/or the expected lead time of the order.

Upon explicit approval by the Operator of the excess deployment costs, UNIFIBER will proceed and fix a timeslot with the customer. After installation, UNIFIBER will invoice the effective additional deployment costs to the Operator.

4.3. Cancellation of Order

The Operator may cancel the order in writing or via API, without being required to pay any compensation to UNIFIBER up to 48 hours (*initial estimation - to be finalized upon selection of contractor*) before the installation date.

UNIFIBER reserves the right at all times to cancel an order or to amend an order in consultation with the Operator if UNIFIBER cannot be expected according to standards of reasonableness and fairness (e.g. due to exceptionally high digging/excavating and/or construction costs) to be bound by its offer.

4.4. Acceptance

The Company shall notify the operator that an Access Point is released from the status Homes Passed to a status of Home Connected, (“Ready for Service Date”).

If the Operator accepts the service by confirmation of the delivery date, the Operator shall be deemed to have accepted the services on the ‘Ready for Service Date’. In the event that the Operator (i) does not conduct on-site testing of the service(s), or (ii) fails to prove to UNIFIBER within fourteen (14) calendar days after the Ready for Service Date that the service(s) does/do not meet the specifications as described in the applicable Service Description and the Service Level Agreement, the Operator shall be deemed to have accepted the services on the Ready for Service Date.

If Operator proves to UNIFIBER within the aforementioned period of fourteen (14) calendar Days that the service(s) does/do not meet the specifications set out in the applicable Service Description and informs UNIFIBER in writing that it does not accept the service(s),

UNIFIBER shall take all necessary measures that may reasonably be expected to ensure that the service(s) meet(s) the specifications in the applicable Service Description and shall ensure that the service(s) is/are tested again. UNIFIBER shall provide the results of the new tests to the Operator. The date on which the results of the new tests are provided to the Operator shall constitute the new 'Ready for Service Date'. If a new 'Ready for Service Date' is determined, the procedure described beforementioned, inclusive, will be repeated.

If UNIFIBER cannot deliver a service for reasons attributable to the Operator or for the Operator's risk, such as but not limited to denial of (timely) access to the locations or the Operator's failure to ensure that Operator equipment and/or other network components are ready (in good time), UNIFIBER shall inform the Operator thereof in writing. The Operator shall be deemed to have accepted the service(s) one (1) month after the date of the aforementioned written notification to the Operator. The date of such written notification to the Operator shall constitute the 'Ready for Service Date'.

5. Service Key Performance Indicators

UNIFIBER commits to respect the service levels for the Services provided by UNIFIBER to the Operator as set out in this paragraph. By monitoring and reporting 4 KPI's, UNIFIBER strives and aims to support and improve operational processes that benefit the (end-) customer experience in a positive way.

5.1. Slot Availability

Definition

1. 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.
2. If the Operator 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 PI will be considered respected and will fall in the scope of the minimum agreed Timer. Monthly overrun orders are not included in the 95% and 99% Service Levels as set out in the table below.
3. If multiple slots are required for an order (for example following an appointment missed by the Company), the timers defined hereunder remain applicable. Meaning that for a second installation date to be scheduled, the same Slot Availability indicator should be met.

Service Level Agreement (SLA)

For each Order subject to SLA, the earliest proposed slot must be within the following timers (expressed in Business Days, per type of order):

Service Level	Patch Order	ODF Access Order
95%	5	10
99%	10	15
100% (also valid for all Overrun Orders)	30	45

The service levels stated in the above table are subject to change, based on the contractual agreements to be made by the Company with its necessary suppliers (subcontractors). In any case, any modification shall be done in common agreement between the Company and the Operator.

The terms and conditions of the Slot Availability SLA for orders submitted via the API interface are applicable within the limits of the forecasted volumes submitted by the Operator to the Company and this in line with the forecasting mechanism and deviations described in the Service Description and Working Level Agreement document.

Applicability of the SLA

The Slot Availability SLA is only applicable to orders:

- Submitted via the API interface.
- Installed by a Unifiber Technician.
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).
- Aligned with the globalized system of Forecasting described in the *Service Description and Working Level Agreement* and not exceeding the forecasted volumes. Within this monthly forecasting, the Company aims at balancing as far as possible the total number of forecasted monthly orders in a weekly available capacity. In the event the actual order level significantly (as of 15%) exceeds the weekly available capacity, the exceeding number of orders are not applicable to the 95% and 99% Service Levels.

Performance Indicator

1. This Performance Indicator aims at measuring the efficiency of forecasting in relation to calendar capacity management.
2. Monthly computation is as follows:

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

3. For every order submitted to the Company via the API interface and accepted by the Company, 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. Delivery Reliability

Definition

Delivery Reliability measures the number of orders (ODF Access and Patch Orders) of which UNIFIBER has executed the provisioning activities on the initial scheduled date. While both types of orders (ODF Access and Patch Orders) will be reported individually, the KPI will be measured as a combination of the two.

Service Level Agreement SLA

UNIFIBER strives to reach a delivery reliability of **95%** of the Orders reported technically executed during the considered period, meaning the “initial delivery date” has been the date of execution and delivery.

Applicability of the SLA

The Delivery Reliability SLA is only applicable to orders:

- Submitted via an API interface
- Installed by a UNIFIBER Technician
- Not falling in the scope of projects (i.e. mass migrations, orders with a project ID).

Orders that do not meet the Delivery Reliability SLA level but are caused by reasons outside UNIFIBER domain (e.g. end-user is absent or requested to reschedule the intervention, non-standard orders that cannot be executed in one single day either due to end-user decision or technical reasons leading to impacts on other end-users schedules) are excluded from the calculation.

Examples of delays caused by end-user request:

- Customer does not want the connection on the agreed date
- Customer does not want the connection anymore
- Customer is unreachable for plans site survey
- Customer is unreachable when you want to go on site
- Customer is not at home when you arrive on site on agreed date

Delay in execution

Connection cannot be performed due to technical reasons or obstacles on site (not discovered during survey).

UNIFIBER is allowed to offer the end-user a new available timeslot to allow for a more optimized capacity planning, provided that the new timeslot is earlier than the initial selected timeslot and/or is explicitly approved by the end-user. UNIFIBER can therefore directly contact the end-user, without the explicit approval of the Operator. The new appointment date agreed upon with the end-user will be communicated and visible for the Operator and the provisioning of all activities for this order are deemed executed as on the initial schedule date. This level of optimization is coordinated by and communicated through UNIFIBER to respect and secure a customer-centric approach of these requests and will be capped to a maximum % of the total number of scheduled orders on a monthly basis to ensure that this rule is only applied for balancing large peaks and gaps in capacity utilization. This procedure will be assessed and possibly reviewed periodically (during quarterly operational meetings) in order to define possible enhancements.

Key Performance Indicator

Monthly computation is as follows:

$$\% \text{ Delivery Reliability} = \frac{\text{Total number of orders having respected the execution on the initial date}}{\text{Total number of orders delivered in that month}}$$

Note: If this process is fully automated, the signing off and delivery of the subcontractor, would trigger into UNIFIBER system a TEX or “Technically Executed” message as a result.

5.3. First Time Right (FTR) Installation

Definition

An installation is considered as non-FTR if a repair case is created by the Operator within 14 calendar days from the “Ready for Service Date”, giving an incident located on UNIFIBER passive access network and under the responsibility of UNIFIBER. Any other intervention is considered FTR.

Service Level Agreement SLA

Although UNIFIBER strives to reach a First Time Right delivery at all times, unforeseen things happen and involved teams can make mistakes. UNIFIBER therefore aims for a minimal percentage of **95%** of the lines brought into service by UNIFIBER to be FTR.

Applicability of the SLA

The FTR SLA is only applicable to orders:

- Submitted to UNIFIBER through an API interface
- Installed by a UNIFIBER Technician

Orders that have not met the FTR service level but are caused by reasons outside of UNIFIBER domain are excluded from the calculation.

Key Performance Indicator

Monthly computation is as follows:

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

5.4. Repair Case Resolution Timer

Definition

The Repair Case Resolution Timer starts when UNIFIBER receives an incident report from the Operator and ends at the closure of the repair case after the Operator has received feedback from UNIFIBER and has agreed with the closure of the case.

Repair Case Creation, Handling and Intervention Windows will be available during Working Hours.

Service Level Agreement (SLA)

- Minimum **90%** of the Repair Cases will be repaired within **1 Business Day** following opening of the Repair Case.
- Minimum **95%** of the Repair Cases will be repaired within **2 Business Days** following opening of the Repair Case.
- **100%** of the Repair Cases will be repaired within **3 Business Days** following opening of the Repair Case.

Stop Clock and Freeze Rules for Repair

1. The clock for repair starts when the repair case is valid. There are various scenarios in which UNIFIBER will use the stop-clock procedure during the repair process.
2. Freeze rules will be applied whenever the cooperation with the Operator is made impossible:
 - Cooperation with the Operator 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 Operator contact point has proved impossible to contact by phone.
 - The Operator asks for the repair to be postponed or the appointment if applicable to be rescheduled.
 - A repair case is opened, and the Operator does not allow UNIFIBER to interrupt the line in order to perform tests.
 - Awaiting feedback, input or confirmation of the Operator or a Third Party (of the Operator or independent one) that prevents UNIFIBER from proceeding to repair actions.
 - In any case of incomplete or manifestly incorrect information provided by the Operator with relevance for the repair process. The timer will be unfrozen after the Operator has provided the necessary information.
 - In case the appointment is scheduled with the End-User/Third Party (of the Operator or independent one) outside the SLA due time. In this case, the timers will be applicable as from that date. UNIFIBER 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).
3. 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.

Applicability of the SLA

1. If a repair appointment is needed at the End-User address, the Operator can choose between date(s)/timeslot(s) within the SLA due time and date(s)/timeslot(s) outside the SLA due time. It is the responsibility of the Operator to inform its End-User about the potential visit of a UNIFIBER Technician.
2. Stop-clock or freeze rules as defined are applied in the computation of the Repair Case Resolution Timer.
3. The Repair Timer on the End-User Line is not applicable to repair cases when multiple end-user lines are impacted by the same incident e.g. cable damages, nor to incidents related to the active layer falling under the responsibility of the Operator. In case multiple end-users are impacted by the same incident cause (e.g. cable cut), UNIFIBER

will endeavor to resolve the incident as soon as possible. In any case, the Operator will be informed of this general infrastructure incident and notified once closed.

Key Performance Indicator

Monthly computation is as follows:

$$\begin{aligned} & \% \text{ Repair Case Resolution Timer} \\ & = 100\% - \frac{\left(\text{Number of repair cases with UNIFIBER responsibility} \right)}{\text{Total number of repair cases}} \end{aligned}$$

Improved SLA

Company also offers an Improved SLA (ISLA) option that can be activated for specific lines (eg. SME). For those lines, the Company will apply industry standard network monitoring and may as such already correct any incident detected in the Network Monitoring Center without waiting for the Operator to detect and report the incident.

The Company offers the following 2 Improved SLA's (see 2 Tables below, Basic SLA included as comparison):

- Enhanced SLA, available 15/24 hours per day, 6 days a week
- Premium SLA, available 24 hours per day, 7 days a week

Activity	Basic SLA	Enhanced SLA	Premium SLA
Repair Case Creation	Working Hours (8-17h, on Business Days)	24 hours a day, 7 days a week	24 hours a day, 7 days a week
Repair Case Handling	Working Hours (8-17h, on Business Days)	Extended Working Hours (7-22h), 6 days a week, not on Sunday or Holiday)	24 hours a day, 7 days a week
Repair Intervention Window	Working Hours (8-17h on Business Days)	Extended Working Hours (7-22h), 6 days a week, not on Sunday or Holiday)	24 hours a day, 7 days a week

Table 1: Availability of Repair Services for different SLAs

The following Repair Resolution Timers (following opening of the Repair Case) apply for the Improved SLA:

	Basic SLA	Enhanced SLA	Premium SLA
Repair Timer on the Passive Access End-User Line	- 90% within 1 Business Day - 95% within 2 Business Days - 100% within 3 Business Days	- 60% in 5 Extended Working Hours - 90% in 10 Extended Working Hours	- 85% in 4 Clock Hours - 95% in 8 Clock Hours - 100% in 48 Clock Hours
Repair Timer with connection with Splicing	-80% withing 6 Business Days -90% within 10 Business Days	-80% withing 6 Business Days -90% within 10 Business Days	-80% withing 6 Business Days -90% within 10 Business Days

Table 2: Repair Timers for different SLAs

The same rules for the applicability of the Basic SLA (see above) also apply to the Improved SLA (e.g. multiple end-user lines impacted).

6. Network Performance Indicators

6.1. Passive Network Availability

Definition

Passive Network unavailability is equal to the net timer of interruptions due to incidents on UNIFIBER passive network (between POP & FTU demarcation points including splitters) divided by the total time per year of availability.

The time of an interruption is defined as the time from the repair case Start Resolution Timer up to the moment of the Case Closure, mentioned to the Operator with information about the reason of the outage, for each incident that has been sorted out as being under UNIFIBER responsibility, excluding conditions of a Force Majeure events, stop-clocks, planned works, neglect, incorrect use or misuse of the service and/or FTU by the end-user, power incidents, a modification/change request initiated by Operator or end-user and repair requests falling under the responsibility of the Operator (active layer part) up to the moment of the case closure, mentioned to the Operator with information about the reason of the outage.

Service Level Agreement (SLA)

	Average yearly Network Availability
Passive Network Availability	99.98%

The KPI of Average Yearly Passive Network Availability is set to **99.98%** on a yearly basis.

6.2. Planned Work Notification Timer

Definition

The Planned Work process entails the coordination of all deployment and maintenance activities that take place on UNIFIBER network with (potential) impact on End-User connectivity. All planned work that might potentially have an impact on a service or services is performed within the UNIFIBER Service Window. The Planned Work Notification Timer covers the minimal notification period from UNIFIBER to the Operator.

UNIFIBER distinguishes two different types of maintenance activities:

- Service Affecting (SA)
- Customer Specific Activity (CSA)

Service Level Agreement (SLA)

The Service Window runs from Monday to Sunday, between 00h00 hours and 06:00 hours (CET). In case very specific interventions would require an extension of the service window outside of the standard window, prior communication and alignment thereof will be done with the impacted Operator(s).

- 1 CSA-type activities are announced at least **5 Business Days** prior to the commencement of the work or the shortest time window that is possible based on end-users' selected date and time.
- 2 SA-type activities are notified at least **10 Business Days** prior to the commencement of the planned work.

Applicability of the SLA

- Emergency repairs are excluded from this rule and will be notified as soon as possible.
- CSA activities only relate to a single connection and are always scheduled and carried out in mutual consultation.

7. API Availability Performance Indicator

Definition

This Performance Indicator measures the availability of the APIs by Company to Operator.

The following interfaces used by the Operator for eligibility, ordering or repair of its passive access lines are subject to the API Availability SLA:

- API Provisioning interface including the pre-checks functionalities
- Repair API Interface

The Availability SLA will be measured by the Company aggregately for these interfaces.

Service Level Agreement (SLA)

The Company shall not exceed a maximum of 6 hours of API unavailability per month. The SLA level might be subject to change in function of the upcoming agreed upon IT

architecture. In any case, any modification shall be done in common agreement between the Company and the Operator.

Applicability of the SLA

The Availability of each interface will be measured by the Company on a 24x7 basis, 7 days a week. The following cases will be excluded from the calculation:

- Force Majeure Event
- Maintenance works that are announced by the Company at least 3 Business Days in advance via the agreed communication channel or any equivalent means

Performance Indicator

The availability SLA will be calculated by the Company at the level of access to each interface.

The following Service Levels apply for API Interface response time :

API – Max Response time:	Max response via API Interface
For Pre-check calls*	5 seconds
For Submitted Client Order calls	5 seconds
For Submitted Client Repair calls	5 seconds

*Call contains information of one connection. It is also possible to check multiple connections at once, longer response times then apply.

8. Compensation Scheme

Compensations are due to the Operator in the cases that Company has not respected its commitment on the Service KPI's, excluding the cases in which the Operator is responsible for the delay or in the case of a Force Majeure Event.

Compensations due by Company are calculated per calendar year for the Operator in the cases that Company has not respected its commitment on Installation and Repair Timers KPIs.

The whole population of orders and repair cases is considered:

- If Company has met more than 95% SLA for the Operator during a whole calendar year, then no compensation is due by Company to the Operator for the period.
- If Company has not met 95% SLA for the Operator during a whole calendar year, the Operator will be entitled a compensation for missing the target as defined in the related SLA.

The total annual compensation due by the Company is the sum of the compensations calculated for each SLA target and will be taken into account in the annual final statement.

Compensations will be settled through an Operator's invoice without VAT.

In case several timers are not reached for a same order or repair case for a same SLA, only the highest compensation can be claimed by the Operator as to avoid counting twice a compensation due to a same incident.

Annual quality meeting will be organized between Company and the Operator in order to compare the amounts of compensation that have been assessed by both Parties.

All the means to check individual KPIs are made available to the Operator through the different API interfaces and their related notifications.

The Compensation Claiming Process is as follows:

- At the end of each Calendar Year, the Company will take the initiative to compute the annual compensations due by the Company.
- The Company will issue the final annual SLAs report and the final statement applicable to the Operator for the past calendar year within maximum one month after the concerned calendar year.
- The Operator will upon receipt verify the compensation report and, in case of rejection, will motivate the reason of such rejection within a timeframe of maximum one month.
- Once agreed between both the Company and the Operator, the Operator has to issue its own compensation invoice without VAT to the Company.

9. Compensations Fees

For the avoidance of doubt, all the compensations below do not constitute, in any circumstances, a ground to forfeit Operator's right to trigger escalation in case of structural underperformance by the Company.

Following KPI's related to the Installation and Repair of end-user services are included in the penalty & compensation scheme:

9.1. Delivery Reliability

in cases that the Company has not respected the committed percentage as indicated in the definition of the Delivery Reliability SLA, the Operator will be entitled to a compensation for the number of orders that have not met Delivery Reliable orders that are below the yearly average.

The yearly average is calculated by the number of orders not meeting the service level divided by the total number of orders delivered in that calendar year.

The difference between the actual % and the service level of 95% is the percentage of the number of orders that have not met the KPI and are subject for compensation. The compensation is set as follows:

- actual % between 90 – 95%: 50% of compensation fee
- actual % <90%: 100% compensation fee

for each order delivered below target of 95%.

The compensation fee is set at

	Compensation fee
Per order not meeting the Delivery Reliability of the number of orders subject for compensation	25€
actual % between 90 -95%	50% of compensation fee
Actual % <90%	100% of compensation fee

9.2. First Time Right (FTR) Installation

In cases that the Company has not respected the committed percentage as indicated in the definition of the First Time Right SLA, the Operator will be entitled to a compensation for the number of orders that have not met FTR that are below the yearly average.

The yearly average is calculated by the number of orders not meeting the service level divided by the total number of orders delivered in that calendar year.

The difference between the actual % and the service level of 95% is the percentage of the number of orders that have not met the KPI and are subject for compensation. The compensation is set as follows:

- actual % between 90 – 95%: 50% of compensation fee
- actual % <90%: 100% compensation fee

for each order delivered below target of 95%.

The compensation fee is set at :

	Compensation fee
Per non-FTR order of the number of orders subject for compensation	25€
actual % between 90 -95% :	50% of compensation fee
actual % <90% :	100% of compensation fee

9.3. Repair Case Resolution Timer

In cases that the Company has not respected its commitment to repair the end-user line within the minimum agreed lead times, the Operator will be entitled to a compensation per repair case below targets.

For Basic SLA, the compensation will be 150% of the monthly rental charge per repair case below the 90%, 95% and 100% repair targets, being respectively resolved in 1, 2 and 3 Business Days.

For Enhanced SLA, the compensation will be 50% of the monthly rental charge per repair case below the 60% and 90% repair targets, being respectively resolved in 5 and 10 Working Hours.

For Premium SLA, the compensation will be 50% of the monthly rental charge per repair case below the 85%, 95% and 100% repair targets, being respectively resolved in 4, 8 and 48 Working Hours.