

Unifiber Commercial B2B

Annex 4 Service Level Agreement 20th 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 - 80 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

- Unifiber commits to respect the Service Levels for the Services provided by Unifiber to the Operator as set out in this document.
- Both Unifiber and the Operator agree that the objective of this document is to optimize operational collaboration .
- Not meeting the targeted service levels will lead to actions at Unifiber level that are communicated to the Operator. If in a consecutive period of three (3) months, related Service Levels are still below target, an action plan and close follow-up comes into place.
- 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 Unifiber and the Operator.
- Within the frame of this agreement, Unifiber 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.
- 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. Delivery Service Elements

3.1 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 Business Customer the possibility to provide, in a to be determined manner, the desired delivery timeslot(s). Unifiber's 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".

3.2 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), Unifiber's 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.

3.3 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.

3.4 Acceptance

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 seven (7) working 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 seven (7) Working 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'.

4. Service Levels

4.1 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/ODF demarcation points) divided by the total time per year. 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,
- planned works within the service window,
- neglect, incorrect use or misuse of the service and/or FTU/ODF by the Business Customer,
- power incidents,
- a modification/change request initiated by Operator or Business Customer and
- repair requests falling under the responsibility of the Operator (active layer part).

Service Level Agreement (SLA)

The Service Level of Average Yearly Passive Network Availability is set to **99.9 %** on a yearly basis.

4.2 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 22:00 and 06:00 (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.

4.3 Repair and response times

Unifiber guarantees the following repair and response times:

Type	Impact	Response time	Repair time	Contact moment *
Line down -	The connection no longer works, there is no connectivity.	30 minutes	8 hours	Every hour
Performance problems	Reduced performance: performance does not match specifications (but is workable).	1 hour	48 hours	Every 4 hours
Provisioning problems	Problems with delivery.	1 hour	72 hours	Every 8 hours
Questions or investigation	Questions with regard to a connection or following an incident / investigation in connection with possible problems.	4 hours	Best effort	Every 24 hours

4.4 API Availability

Definition

This Performance Indicator measures the availability of the APIs by Unifiber 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 Unifiber aggregately for these interfaces.

Service Level Agreement (SLA)

Unifiber 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 Unifiber and the Operator.

Applicability of the SLA

The Availability of each interface will be measured by Unifiber 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 Unifiber 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 Unifiber at the level of access to each interface.

5. Compensation Scheme & Service Credits

Service Credits are due to the Operator in the cases that Unifiber has not respected its commitment on the Service Levels, excluding:

- the cases in which the Operator or the Business Customer is responsible for the failure to respect the Service level or
- in the case of a Force Majeure Event.

Service Credits 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.

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

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

The Service Credit claiming process is as follows:

- At the end of each Calendar Year, Unifiber will take the initiative to compute the annual compensations due by Unifiber.
- Unifiber 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 Unifiber and the Operator, the Operator has to issue its own compensation invoice without VAT to Unifiber.

In cases that Unifiber has not respected its commitment to repair the Business Customer line within the minimum agreed lead times, the Operator will be entitled to a Service Credit per repair case below targets.

The Service Credit is calculated on the basis of a percentage of the monthly recurring fee for the respective connection, based on the net turnaround time of an incident.

Line down (eg patch)	Line down due to cable damage	Service Credit
0 – 4 hours	0 – 8 hours	0%
4 – 6 hours	8 - 10 hours	25%
6 – 8 hours	10 – 12 hours	50%
8 hours or more	12 hours or more	100%

Net Incident turnaround times with associated Service Credit

Availability is calculated based on the registration of an incident by Unifiber. The duration of the interruption of the service is recorded in the incident.

The maximum amount of Service Credits that Unifiber will pay to Operator within one calendar year is equal to once the monthly fee of the relevant service to which the incident applies.

Entitlement to Service Credits will expire one year after the date of the incident.

Claims can be emailed to Unifiber NMC.

6. NMC Contact

Contact details:

Query Type	Contact
If you have an administrative query or wish to notify a change or cancellation:	NMC: +32 2 790 66 66 nmc@unifiber.be
If you have a query regarding the status of your order:	NMC: +32 2 790 66 66 nmc@unifiber.be
If you have a technical query or you are experiencing problems with your connection:	NMC: +32 2 790 66 66 nmc@unifiber.be
For other queries:	NMC: +32 2 790 66 66 nmc@unifiber.be

7. Escalation

The Operator can initiate an escalation procedure if an incident is not handled satisfactorily, or if SLA parameters are exceeded.

Escalations must always be reported to the NMC and are handled by Unifiber according to the following table:

Level	Name	Role	Phone number	Email address
Level 1	Name	Incident Manager	+32 495 55 94 03	Mohamed.Halim@uniber.be
Level 2	name	Teammanager NMC Director Network Operator	+32 495 55 02 03	Hans.ooms@unifiber.be
Level 3	name	CEO	+32 495 58 24 11	Nico.weymaere@unifiber.be

Figure: Escalation levels