



Proximus Reference Offer for Bitstream Access

Covering the technology Fiber PON

Annex 4: Basic Service Level Agreement

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Our reference: version 6.2 – integrating JV partnerships + SLAs & Compensations

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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 PON lines. PON in this document refers to both GPON and XGS-PON, unless otherwise specified. In order to ensure symmetry and incentivize operational excellence, commitments to be respected by the Beneficiary are also established. 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 compensations or penalty fees.
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. Proximus is entitled to execute these orders on a best effort basis.
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.
- ~~16-17.~~ In case an intervention on the JV infrastructure is needed at End-User's premises, it is possible that in the early stages of the JV fiber roll-out the JV will make an appointment directly with the End-User. When applicable, the Beneficiary will be informed through the order entry and repair interfaces.
- ~~17-18.~~ 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 and compensations as further specified in this document
 - 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 PON reference offer.

4 Terminology

~~18-19.~~ Beneficiary: an OLO (Other Licensed Operator) having concluded a BRUO contract and/or a Bitstream contract with Proximus.

~~19-20.~~ 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.

~~20-21.~~ 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.

~~21-22.~~ 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.

~~23.~~ 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 48 hours to the Proximus feedback.

~~22-24.~~ Incident: an unplanned service interruption or an unplanned degradation of service quality meaning that planned works are not considered as incidents. An incident may occur in the fiber PON network as a result of damages caused by utility companies on public domain (cable cut) or individual persons (handling errors by the end customer, a technician or a third party, acts of vandalism, activation on a wrong detailed address,...), water infiltration in the OFP, damaged ONTP, etc. The objective of the Incident Management and Repair process is to minimize the negative impact of the incident by restoring normal service operation as quickly as possible.

~~23-25.~~ Net Repair Time: the Gross Repair Time minus the Stop-Clock Time minus the Out of Window Time.

~~24-26.~~ 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.

~~25-27.~~ Out of Window Time: any time outside the Working Hours and Working Days.

~~26-28.~~ 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". For any order in "overrun", no guarantee on Slot Availability will

be offered and they will be carried out by Proximus as soon as possible, according to the remaining capacity available.

27-29. 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. [The latter will execute activations on both the Proximus footprint and the JV footprints.](#)

28-30. 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. [The Proximus Technicians will execute activations on both the Proximus footprint and the JV footprints.](#)

29-31. Receipt of the order: an order is received by Proximus if it passes positively the encryption and authentication phase.

30-32. Repair case: the file created in the Proximus Incident & Repair Management Platform by a Proximus helpdesk officer or via the [repair interface \(Web GUI or SOA\) 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.

31-33. 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).

32-34. 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 ([e.g., the JVs](#)) and an independent Third Party (e.g. commune).

33-35. Incident Intake: the creation of repair cases in the Incident & Repair Management Platform for the repair of Proximus services. [If the Proximus technician and/or helpdesk concludes that the incident is located on the JV infrastructure, Proximus will create a repair case towards the concerned JV.](#)

34-36. Wish Date: the date on which the End-User would prefer to have the Proximus services activated.

35-37. 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.

36-38. Working Day: any day in the week apart from Saturday, Sunday, Belgian and Proximus holidays. Proximus holidays are 2 January and 26 December.

37-39. 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

~~38-40.~~ This section includes the most relevant timers in the operational processes framework.

~~39-41.~~ 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".

~~40-42.~~ The timers as set out hereunder are binding and a revision of these timers is possible after BIPT approval.

5.1 Provisioning

5.1.1 Provisioning of the End-User line

~~41-43.~~ The provisioning of an End-User line is the activation of the Bitstream Fiber PON service on the line of an individual End-User.

~~42-44.~~ In the scope of provisioning, 6 indicators to measure the Proximus performance (including the performance of its Third Parties) are identified:

- Technical Order Confirmation (TOC) Timer
- Slot Availability
- Technically Executed (TEX)
- Appointment Kept
- Order Closed (OC) Timer
- First Time Right (FTR) installation

~~45.~~ In order to ensure symmetry and to provide an incentive to enhance the performance of both Parties, 1 indicator to measure the Beneficiary performance is also identified:

- Useless End-User visit (Provisioning)

5.1.1.1 Technical Order Confirmation (TOC) Timer

5.1.1.1.1 Technical Order Confirmation (TOC) Timer Definition

~~43-46.~~ 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”.

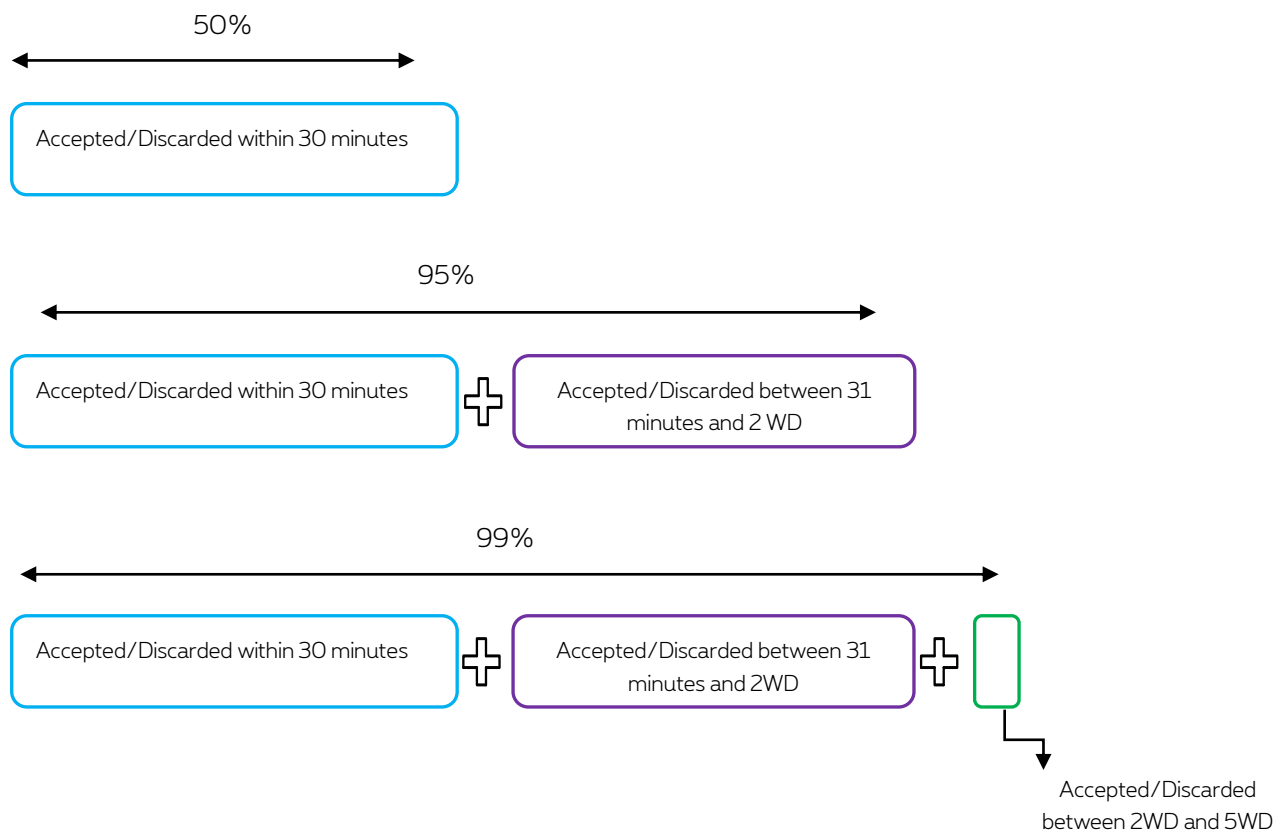
~~44~~47. The validation process consists in an administrative and a technical validation. The TOC message will be sent as soon as all validations and required actions by Proximus and by the Beneficiary have been successfully executed. In case of not acceptance of the order, a Discard message will be 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~~48. 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~~49. Illustration of the TOC Timer:



5.1.1.1.3 Applicability of the SLA

~~47~~⁵⁰. 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~~⁵¹. 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

~~49-52.~~ 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.

~~50-53.~~ 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.

~~54.~~

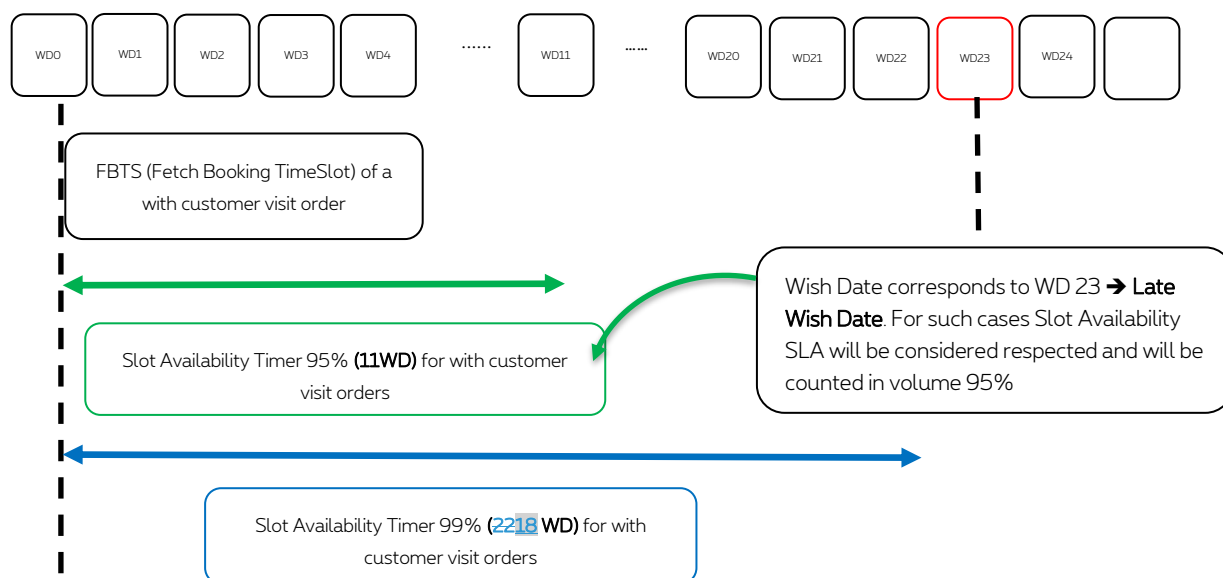
5.1.1.2.2 Service Level Agreement (SLA)

~~52-55.~~ 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 18	b	95%	29
c	100 %	45 35	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%).

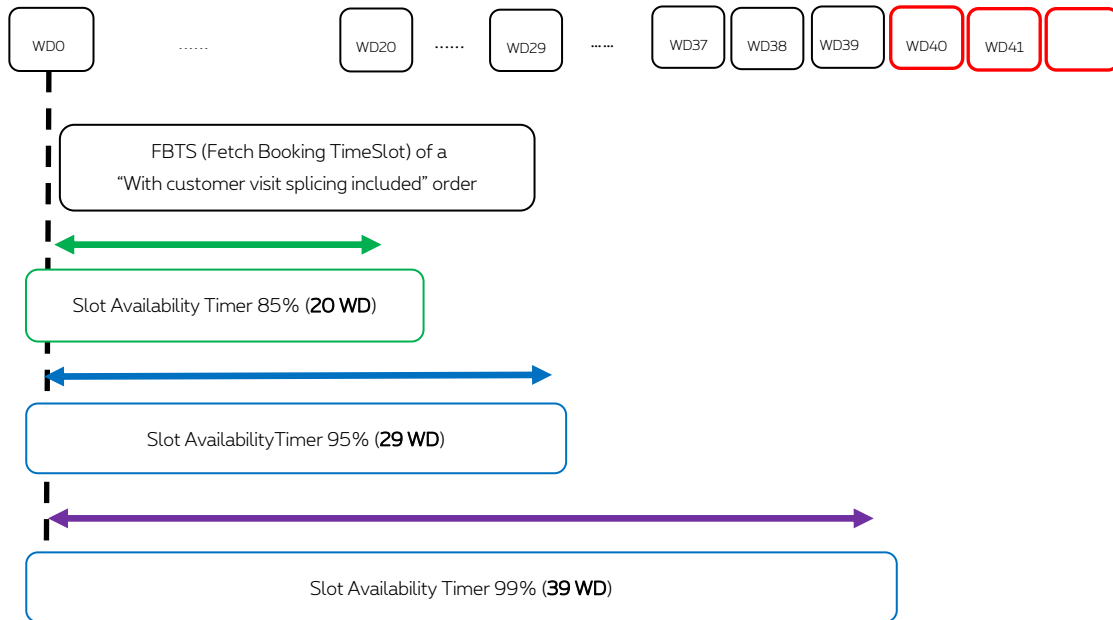
~~53-56.~~ Illustration of the Slot Availability with a late Wish Date :



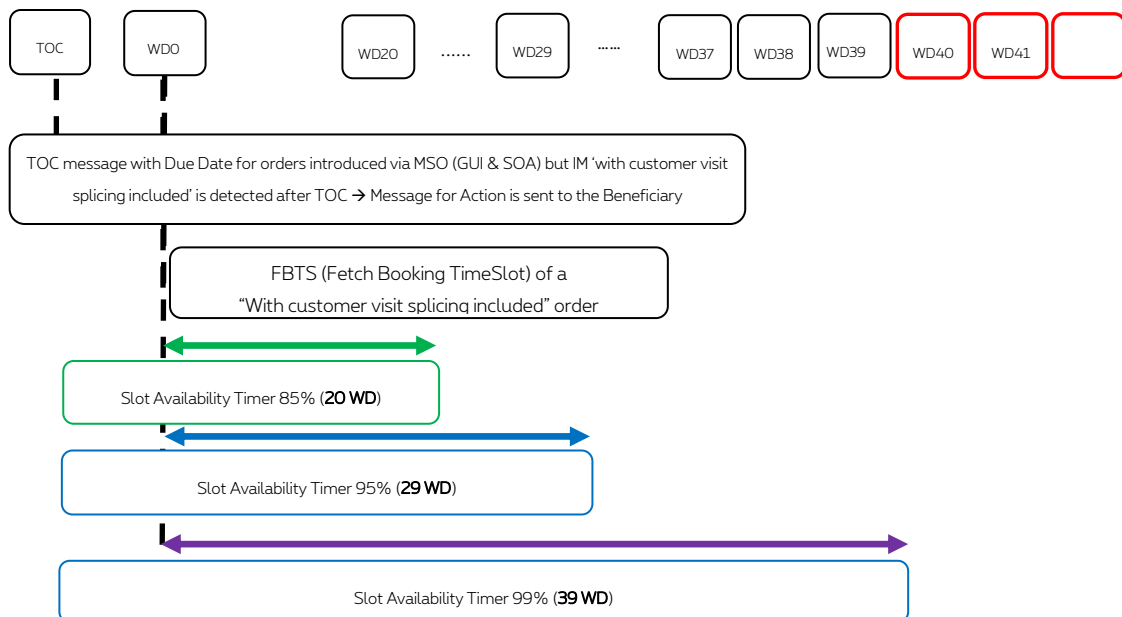
54-57.

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

~~55-58.~~ 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

~~56-59.~~ This KPI aims at measuring the efficiency of calendar capacity management.

~~57-60.~~ Bi-monthly computation is as follows:

% Slot Availability

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

~~58-61.~~ 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

~~59-62.~~ The TEX indicator measures the number of orders technically executed in respect of their Due Dates.

~~60-63.~~ 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)

~~61-64.~~ Minimum 95% of the orders must respect their Due Dates.

5.1.1.3.3 Applicability of the SLA

~~62-65.~~ 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 remotely or by a Proximus Technician thus excluding installations falling within the scope of the Partner Process.
- Not falling in the scope of a partner splicing installation (with a request for a one-visit installation in the order) where a Beneficiary service activation is executed by the installation partner.
- 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)

~~63-66.~~ 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

~~64-67.~~ 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)

~~65-68.~~ Minimum ~~98~~5% 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

~~66-69.~~ 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)

~~67-70.~~ Bi-monthly computation is as follows:

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

~~68-71.~~ 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.

~~69-72.~~ 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

~~70-73.~~ 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)

~~71-74.~~ 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

~~72-75.~~ 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)

~~73-76.~~ Bi-monthly computation is as follows:

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

- (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

~~77.~~ 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 PON network and under the responsibility of Proximus or a Third Party working for Proximus, is considered non-FTR. Any other installation is considered FTR.

~~78.~~ For the sake of clarity, incidents that are located on the Proximus access network at End-User's premises (typically at introduction box or network termination level) but occur after a remote installation are not considered non-FTR as they are clearly not caused by Proximus or a Third Party working for Proximus.

~~74.~~

5.1.1.6.2 Service Level Agreement (SLA)

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

~~79.~~

%FTR	Applicable installations
95%	 - Remote installations - Installations with customer visit - Installations with customer visit splicing included

97 %	'Remote' installations
96 %	'With Customer Visit' installations
93 %	'With Customer Visit Splicing included' installations

5.1.1.6.3 Applicability of the SLA

~~76.~~~~80.~~ The FTR SLA is applicable to orders:

- Submitted to Proximus through the MSO (GUI & SOA) interface as described in the Annex "Planning & Operations".
- Installed remotely or by a Proximus Technician or installations falling within the scope of the Partner Process.

5.1.1.6.4 Key Performance Indicator (KPI)

~~77.~~~~81.~~ Bi-monthly computation is as follows:

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

5.1.1.7 Useless End-User visit (Provisioning)

5.1.1.7.1 Useless End-User Definition

82. The “Useless End-User visit” indicator measures the number of useless End-User visits performed by a Proximus or Partner Technician and compares it to the total number of appointments in all orders of the period with an Installation Method “with customer visit” or “with customer visit splicing included”.

5.1.1.7.2 Service Level Agreement (SLA)

83. Minimum 95% of the orders with an End-User visit must be closed without having encountered a useless End-User visit.

5.1.1.7.3 Applicability of the SLA

84. The “Useless End-User visit” (Provisioning) 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 or a Partner Technician thus excluding installations by Certified Technicians and remote activations.

5.1.1.7.4 Key Performance Indicator (KPI)

85. Bi-monthly computation is as follows:

$$\% \text{ Useless End User visits} = \frac{\text{Number of Useless End User visits}}{\text{Number of orders having at least one End User visit}}$$

5.1.2 Provisioning of Shared VLANs or Service Qualities

~~78.~~86. 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

~~79-87.~~ 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

~~80-88.~~ 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.

~~81-89.~~ 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 Single VLANs or Service Qualities

~~82-90.~~ The provisioning of Single VLANs/Service Qualities covers the set-up and configuration of Single VLANs/Service Qualities and the modification of the existing Single VLANs/Service Qualities parameters.

5.1.3.1 Set-up and configuration of Single VLAN/Service Quality Timer

~~83-91.~~ The set-up and configuration of Single VLAN/Service Quality Timer is related to the creation of a new Single VLAN/Service Quality between an optical DSLAM (OLT) and the Beneficiary. The set-up and configuration of Single 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 Single VLAN/Service Quality Timer is set at:

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

5.1.3.2 Modification of Single VLAN/Service Quality parameters Timer

~~84.92.~~ The modification of Single VLAN/Service Quality parameters Timer is related to the modification of the parameters of an existing Single 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.

~~85.93.~~ The modification of Single 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 Single VLAN/Service Quality parameters Timer is set at:

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

5.1.4 Provisioning of the OLO Access Line

~~86.94.~~ The provisioning of the OLO Access Line follows the timers described in the section "Provisioning Services" in the document "BROTSoLL Main Body".

5.1.5 Stop-Clock or Freeze rules (Provisioning)

87-95. A Stop-Clock principle is applied to the TOC Timer.

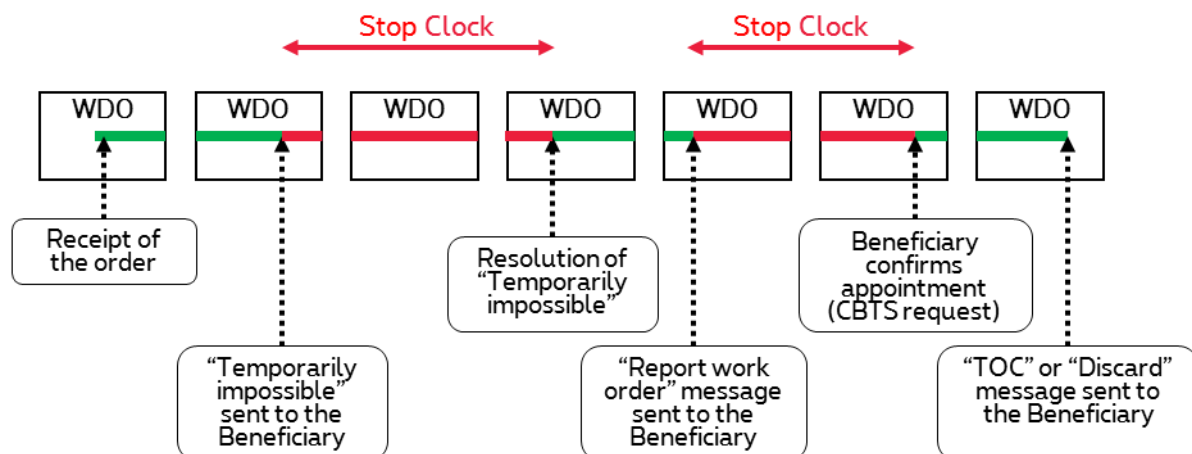
The TOC Timer will be frozen by a **Stop-Clock** in case a “temporarily impossible” or a “report work order” message is sent to the Beneficiary during the order entry of the line. The TOC Timer is resumed at the resolution of the “temporarily impossible” or when the Beneficiary confirms the appointment (CBTS request).

88-96. 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.

89-97. Illustration of the Stop-Clock or Freeze rules on the TOC Timer:



5.1.6 ~~MSO~~ Learning curve

- ~~98.~~ At the introduction of the MSO interface, a learning curve for the Basic SLA was observed during which the KPIs mentioned under this section “Provisioning” were to be considered as best effort targets rather than commitments. This learning curve remained applicable until 30 April 2019 (cf. Flash n°5257 of 20 December 2018). At the launch of the Bitstream Fiber PON offer on the JV footprints (subject to MVP pilot success), a learning curve for the Basic SLA is to be observed during which the KPIs mentioned in this document are to be considered as best effort targets rather than commitments as far as the JV footprints are concerned. This learning curve is applicable for at least 6 months after the aforementioned launch and as long as an API for appointment booking is not exposed by the JV(s) towards Proximus.
- ~~99.~~ After the above-mentioned learning curve period, Proximus reserves its right to adapt the SLAs based on the practical experience gained during that period.
- ~~100.~~ A learning curve is necessary taking into account the fact that it is the first time that Proximus depends on third parties’ networks and APIs to manage the quality of the customer journey and the associated SLAs. The new network topology as well as the new processes and APIs between each JV and Proximus will require on both sides time and experience to master such a new context. The SLAs in the present offer will be impacted, on one hand, by additional IT interfaces as well as additional field interventions such as the (de)patching tasks linked to the interconnection between the Proximus and JV networks (at End-User side) and, on the other hand, by the fact that the repair timers will already be at least partly elapsed once a repair case is submitted by Proximus towards the concerned JV.
- ~~101.~~ For further details on the operational solution that will be used as long as an API for appointment booking is not (yet) available at JV side, reference is made to the annex “Planning & Operations”.

5.2 Repair

- ~~99-102.~~ 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”. In case of Wrongful Repair Requests, if the Beneficiary has not met the target SLA defined in the present document, the compensation fee defined in the Annex “Pricing, Compensations & Billing” will be due.

5.2.1 Repair Case Resolution Timer on the End-User line

5.2.1.1 Repair Case Resolution Timer Definition

- ~~99-103.~~ 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 48 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)

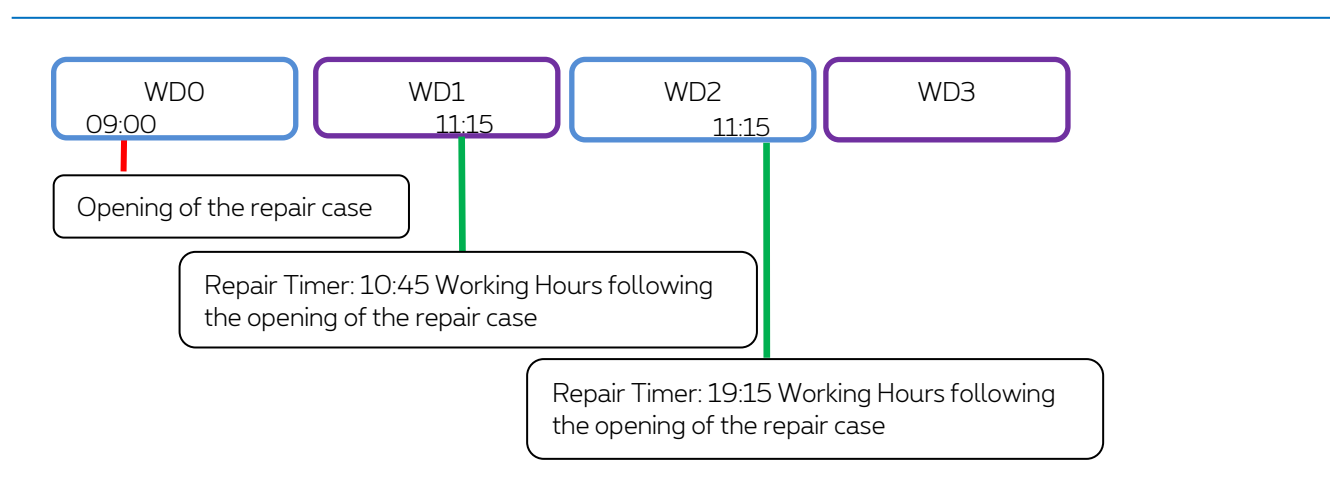
~~92~~104. Minimum 90% of repair cases should respect the following timer:

	Timer
Repair Timer End-User line (to be respected by Proximus)	10:45 Working Hours following the opening of the repair case

~~93~~105. Minimum 95% of repair cases should respect the following timer:

	Timer
Repair Timer End-User line (to be respected by Proximus)	19:15 Working Hours following the opening of the repair case.

~~94~~106. Illustration of the Repair Timer on the End-User line:



5.2.1.3 Applicability of the SLA

~~95~~107. 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.

~~96~~108. 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.

109. The Repair Case Resolution Timer on the End-User line is not applicable to incidents with Splicing Works nor to incident reports which are a consequence of an incident on the Proximus network with impact on multiple End-Users. In case multiple End-Users are impacted by the same incident (e.g. cable cut impacting the whole PON, feeder network incident), Proximus will endeavour to resolve the incident as soon as possible. In any case, the Beneficiary will be informed of this general infrastructure incident and notified once resolved.

~~97~~ :

5.2.1.4 Key Performance Indicator (KPI)

~~98-110.~~ 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

~~99-111.~~ 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 48 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)

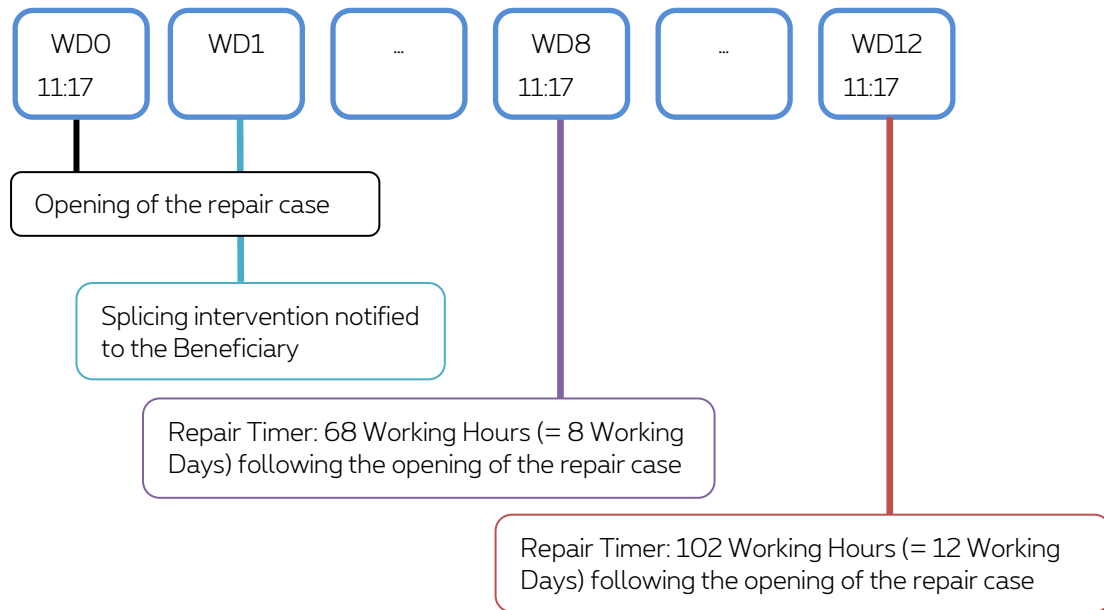
~~100-112.~~ Minimum 80% of repair cases on the End-User line with splicing intervention should respect the following timer:

	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

~~101-113.~~ 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

~~102-114.~~ Illustration of the Repair Timer on the End-User line with splicing intervention:



5.2.2.3 Applicability of the SLA

~~103-115.~~ 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.

~~104-116.~~ 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.

~~105-117.~~ The Repair Timer on the End-User line with splicing intervention is not applicable to incidents without Splicing Works, nor to incident reports which are a consequence of an incident on the Proximus network with impact on multiple End-Users. In case multiple End-Users are impacted by the same incident (e.g. cable cut impacting the whole PON, feeder network incident), Proximus will endeavour to resolve the incident as soon as possible. In any case, the Beneficiary will be informed of this general infrastructure incident and notified once resolved.

~~106-118.~~ 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.

~~107-119.~~ 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)

~~108-120.~~ Bi-monthly computation is as follows:

$$\begin{aligned} & \% \text{ Repair Timer on the End-User line with splicing intervention} \\ & = 100\% - \frac{\left(\text{Number of repair cases with splicing intervention} \right)}{\text{Total number of repair cases with splicing intervention}} \end{aligned}$$

5.2.3 Useless End-User visit (Repair)

5.2.3.1 Useless End-User visit Definition

121. The “Useless End-User visit” indicator measures the number of useless End-User visits performed by Proximus and compares it to the total number of appointments in all repair cases of the period with a customer visit.

5.2.3.2 Service Level Agreement (SLA)

122. Minimum 95% of the repair cases with an End-User visit must be closed without having encountered a useless End-User visit.

5.2.3.3 Applicability of the SLA

123. The “Useless End-User visit” (Repair) SLA is only applicable to incidents:

- Reported to Proximus through the points of entry as described in the Annex “Planning & Operations”
- Needing at least one End-User visit.

5.2.3.4 Key Performance Indicator (KPI)

124. Bi-monthly computation is as follows:

$$\% \text{ Useless End User visits} = \frac{\text{Number of useless End User visits}}{\text{Number of repair cases having at least one End User visit}}$$

5.2.4 Wrongful Repair Request

5.2.4.1 Wrongful Repair Request Definition

125. The “Wrongful Repair Request” indicator measures the number of repair cases where the cause of the incident is not attributable to Proximus or a Proximus’ Third Party and compares it to the total number of repair cases introduced by the Beneficiary for the period of reference.

5.2.4.2 Service Level Agreement (SLA)

126. Minimum 95% of the repair cases must be closed without having encountered a “Wrongful Repair Request”

5.2.4.3 Applicability of the SLA

127. The “Wrongful Repair Request” SLA is only applicable to incidents:

- Reported to Proximus through the valid points of entry as described in the Annex “Planning & Operations”

5.2.4.4 Key Performance Indicator (KPI)

128. Bi-monthly computation is as follows:

$$\% \text{ Wrongful Repair Requests} = \frac{\text{Number of incidents with a cause not attributable to Proximus}}{\text{Total number of reported repair cases}}$$

5.2.3.2.5 Repair of the Ethernet Transport

5.2.3.15.2.5.1 Repair Timer Definition

109-129. 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.

5.2.3.25.2.5.2 Service Level Agreement (SLA)

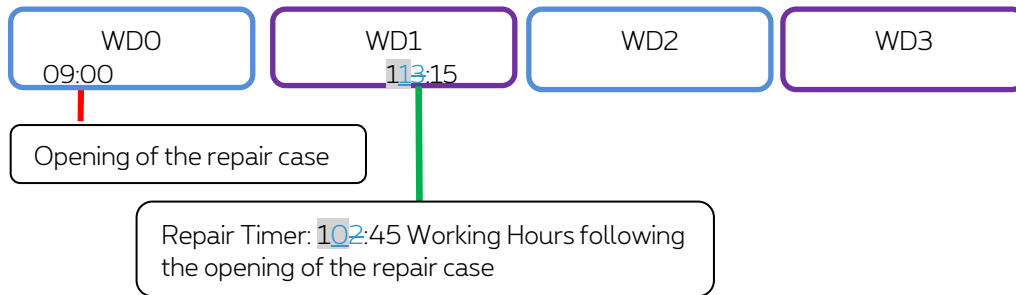
110-130. Minimum 90% of repair cases should respect the following timer:

	Timer
Repair Timer Ethernet Transport (at LEX level) (to be respected by Proximus)	1210:45 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
---	--

~~4.2.3.131.~~ Illustration of the Repair Timer on the Ethernet Transport (at LEX level):



~~5.2.3.35.2.5.3~~ Applicability of the SLA

~~4.2.3.132.~~ Reference is made to the other “Applicability of the SLA” sub-sections in the section “Repair”.

~~5.2.3.45.2.5.4~~ Key Performance Indicator (KPI)

~~4.2.3.133.~~ Computation is as follows:

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

~~5.2.4~~5.2.6 **Repair of the OLO Access Line**

~~114~~134. 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~~5.2.7 **Stop-Clock or Freeze rules (Repair)**

~~115~~135. The clock for repair starts when the repair case is valid.

~~116~~136. 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). The time spent by the Proximus Technician on a Useless End-User visit will be recovered from the Repair Timers taking into account that Proximus does not charge such Useless End-User visit for the incidents that are within Proximus or JV area of responsibility.

~~117~~137. 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

~~118-138.~~ 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 PON lines.

5.3.1 MSO Response Time

~~119-139.~~ The response time of the MSO (GUI & SOA) ordering interface used by the Beneficiary for the ordering of its Bitstream Fiber PON lines is subject to SLA.

5.3.1.1 MSO Response Time Definition

~~120-140.~~ The MSO response time is the time taken by the Proximus interfaces to provide feedback for Pre-Checks, Ordering and Appointment Booking service operations. The response times are calculated based on the time stamps of the applications receiving the request and generating the feedback.

5.3.1.2 Service Level Agreement (SLA)

~~121-141.~~ For the Pre-Checks, Ordering and Appointment Booking service operations entered through the MSO (GUI & SOA) interface, Proximus will endeavour to not exceed the response times mentioned in the following table. These response times are dependent on the type of interface and the type of service operation :

SLA Maximum MSO response time :	Via GUI interface	Via SOA interface
For Pre-check calls	20 seconds	20 seconds
For SubmitCustOrder calls	30 seconds	30 seconds
For GetAvailableTimeslots calls	40 seconds	40 seconds
For BookAppointment calls	20 seconds	20 seconds

Proximus will endeavour an SLA respect of 95%.

5.3.1.3 Applicability of the SLA

~~122-142.~~ 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,
- NP Synchro orders.

(*) 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. Should there be requests above this maximum, they will be processed by the MSO interface whose response times can however no longer be guaranteed.

5.3.1.4 Key Performance Indicator (KPI)

~~123-143.~~ The SLA “MSO response time” will be calculated as follows for all products ordered through the MSO interface by all Beneficiaries of BRUO and Bitstream together:

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

5.3.2 Interface Availability

5.3.2.1 Interface Availability Definition

~~124-144.~~ The following interfaces used by the Beneficiary for eligibility, ordering or repair of its Bitstream Fiber PON lines are subject to an Availability SLA:

- MSO interface including the pre-checks functionalities
- ~~Repair interface~~ [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.

5.3.2.2 Service Level Agreement (SLA)

~~125-145.~~ Proximus will endeavour to not exceed a maximum of:

- 6 hours of unavailability per month for the ~~Repair interface~~ [E-Troubleshooting Portal](#)
- 6 hours of unavailability per month for the MSO interface (SOA & GUI) including the pre-checks functionalities.

5.3.2.3 Applicability of the SLA

~~126-146.~~ The Availability of ~~each the MSO~~ interface will be measured by Proximus from Monday to Saturday (excluding Belgian and Proximus holidays), between 08:00 and 20:00; ~~whereas the availability of the Repair interface will be measured by Proximus 24 hours per day, each day of the week (excluding Belgian and Proximus holidays), except on Thursday and Sunday, for which the measure will be performed 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.

5.3.2.4 Key Performance Indicator (KPI)

~~127-147.~~ The availability SLA will be calculated by Proximus at the level of access to each interface using robotic simulation of user transactions.

6 Terms and Conditions for Compensations

6.1 General

148. The compensations can be due by the Beneficiary and/or by Proximus.

- Compensations due by the Beneficiary:
 - o Useless End-User visits (Provisioning)
 - o Multiple useless interventions (Provisioning)
 - o Wrongful Repair Requests
- Compensations due by Proximus:
 - o Appointments Not Kept (Basic SLA)
 - o Orders Not Technically Executed at Due Date (Basic SLA)
 - o Non First Time Right Installations (Basic SLA)
 - o Provisioning Shared VLAN /Service Quality Timer Escalations (Basic SLA)
 - o Provisioning OLO Access Line Timer Escalations (Basic SLA)
 - o Repair End-User line Timer Escalations (Basic SLA)
 - o Repair End-User line Timer Escalations (Improved SLA)
 - o Repair Ethernet Transport Timer Escalations (Basic SLA)
 - o Repair OLO Access Line Timer Escalations (Basic SLA)

Excepted for the provisioning and the repair of OLO Access Lines which are handled under the framework of the BROTSOLL offer, all the above-mentioned SLAs are subject to the calculation mechanism described hereafter.

133-149. Compensations are applicable per Beneficiary in the cases that Proximus one or both of the Parties has not respected its commitment on Provisioning and Repair Timers/service levels/timers, excluding the cases in which the Beneficiary/other Party is responsible for the shortcoming/delay or in the case of "Force Majeure". In case of claim for compensation, the consequences as described further in this document shall be applicable to Proximus taking into account the concerned item (End-User line, Ethernet Transport or OLO Access Line). Compensations are calculated per service level/timer without cascade effect, meaning that if a service level/timer has not been exceeded/respected, compensations will only be due for this single service level/timer (e.g. if a problem occurs on the access line, compensation will be paid only for the OLO Access Line and not for the Ethernet Transport nor the End-User line). Moreover, should a same problem or incident lead to two different compensations, only the highest amount will be due to avoid double compensation.

129. In order to determine the population of orders/ repair cases subject to compensations, the following method will be applied:

- Orders/repair cases will be sorted in an ascending order according to their level of compliance with the SLA.
- The (100%-%SLA) of worst cases will be removed from the calculation of compensations.
- The other cases (%SLA-%KPI) will be subject to compensation (in case of positive value).

To assess whether or not OLO XYZ is eligible for compensations the following checks will be done in case of a claim:

- Has Proximus met %SLA at an aggregate product level (BRUO and Bitstream together) for OLO XYZ during the calendar year 20XX?
- If no, Proximus will compute the performance for the given OLO (%KPI) and identify the orders for which the SLA was missed.
- In this example let's say that 100 cases were missed for OLO XYZ whose ordered volume for the calendar year was 1000.

- Out of these cases identified (100 in this example), Proximus will take out $(100\% - \%SLA)$ (50 in this example) of the worst cases. The worst cases are determined on the total number of orders $((100\% - \%SLA) \text{ of } 1000 = 50 \text{ in this example})$.
- Out of the remaining cases, Proximus will pay compensations $([Missed SLA: 100 \text{ orders}] - [(100\% - \%SLA) \text{ worst cases: } 50 \text{ orders}]) = 50 \text{ orders in this example}$

The figure below illustrates the text described in the present paragraph taking into account the following assumptions:

- % SLA is 95%
- % KPI OLO XYZ is 90%
- Volume OLO XYZ applicable to %SLA: 1000.



150. Compensations may will only be claimed computed by the Beneficiary Proximus when its the aggregated KPI per Beneficiary (BRUO & Bitstream products together) is inferior to the SLA for the whole calendar year. For further details on the computation of compensations, reference is made to the annex entitled "Methodology regarding computation of compensations" documented on the Beneficiary's Personal Page of the Proximus Wholesale website (in the section Regulated Services—Reference Offer of the present services).

151. Calculation mechanism:

Compensations due by the Beneficiary:

- The compensations are calculated per Beneficiary in the cases that the Beneficiary has not respected its commitment at an aggregated product level (cf. section above).
- A KPI is evaluated for each SLA objective.
 - o If the Beneficiary XYZ has met %SLA at an aggregate product level (BRUO and Bitstream together) during a whole calendar year (e.g. from 01/01/2023 till 31/12/2023), then no compensation is due by the Beneficiary XYZ for the period.
 - o If the Beneficiary XYZ has not met %SLA at an aggregate product level (BRUO and Bitstream together) during a whole calendar year (e.g. from 01/01/2023 till 31/12/2023), then Proximus will compute the performance for the given Beneficiary XYZ (%KPI) and identify the orders or repair cases for which the SLA was missed.
- For each missed SLA, the number of deviations is multiplied by the flat-rate unit compensation (cf. Annex "Pricing, Compensations & Billing") to which Proximus is entitled for the target as defined in the related SLA.
- The total annual compensation due by the Beneficiary XYZ is the sum of the compensations calculated for each SLA target and will be taken into account in the annual final statement (see last step "netting" below).
- Example of summary of compensations due by the Beneficiary XYZ to Proximus for the calendar year 2023:

SLA	Unit price	Occurrences	Yearly amount per SLA
Useless End-User visits	43,34 €	13	563,42 €
Aborted End-User visits	8,38 €	7	58,66 €
Wrongful Repair Requests	149,39 €	5	746,95 €
Total amount due by the Beneficiary XYZ to Proximus for 2023			1.369,03€

Compensations due by Proximus:

- Compensations due by Proximus are calculated per Beneficiary in the cases that Proximus has not respected its commitment on Provisioning and Repair service levels/timers at an aggregated product level (cf. above). The whole population of orders/repair cases is taken into account.
- A KPI is evaluated for each SLA objective.
 - o If Proximus has met %SLA at an aggregate product level (BRUO and Bitstream together) for the Beneficiary XYZ during a whole calendar year (e.g. from 01/01/2023 till 31/12/2023), then no compensation is due by Proximus to the Beneficiary XYZ for the period.
 - o If Proximus has not met %SLA at an aggregate product level (BRUO and Bitstream together) for the Beneficiary XYZ during a whole calendar year (e.g. from 01/01/2023 till 31/12/2023), then Proximus will compute the performance for the given Beneficiary XYZ (%KPI) and identify the orders or repair cases for which the SLA was missed.
- For each missed SLA, the number of deviations is multiplied by the flat-rate unit compensation (cf. Annex "Pricing, Compensations & Billing") to which the Beneficiary is entitled for the target as defined in the related SLA.
- The total annual compensation due by Proximus is the sum of the compensations calculated for each SLA target and will be taken into account in the annual final statement (see last step "netting" below).
- Example of summary of compensations due by Proximus to the Beneficiary XYZ for year 2023:

SLA	Unit price	Occurrences	Yearly amount per SLA
Appointments Not Kept	24,71 €	20	494,20 €
Orders Not Technically Executed at Due Date	49,42 €	23	1136,66 €
NFTR Installations – With customer visit splicing included	132,62 €	9	1193,58 €
NFTR Installations – Remote	4,60 €	12	55,20 €
Repair End-User line Timer Escalations (Basic SLA)	0,16 €	198	31,68 €
Repair End-User line Timer Escalations (Enhanced Improved SLA)	1,51 €	30	45,30 €
Repair End-User line Timer Escalations (Premium Improved SLA)	1,80 €	35	63,00 €
Total amount due by Proximus to the Beneficiary XYZ for 2023			3.019,62 €

Netting principle:

- At the end of the reference calendar year, Proximus will make a balance between the compensations due by the Beneficiary and due by Proximus in order to determine which Party owes money to the other Party.
- A final statement will be provided to the Beneficiary by Proximus.
- Example of final statement for Beneficiary XYZ for year 2023:

SLA compensations applicable to the Beneficiary XYZ for 2023	Amount HTVA
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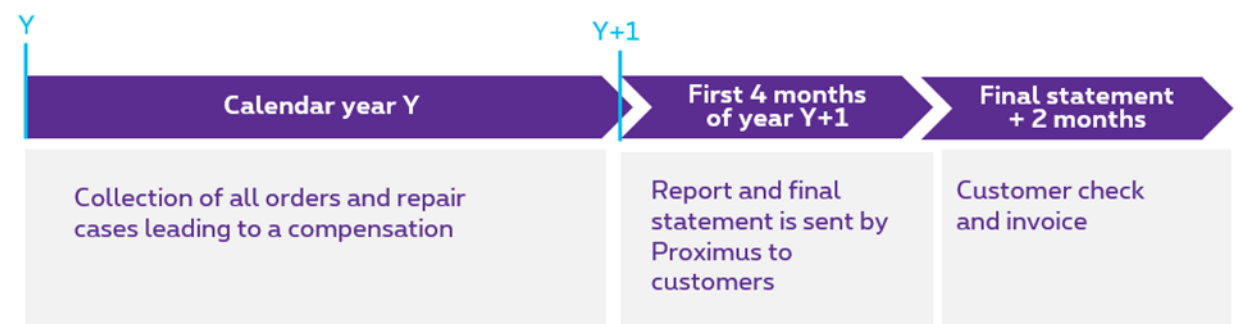
Total amount due by the Beneficiary XYZ	-1.369,03 €
Total amount due by Proximus	3.019,62 €
FINAL STATEMENT: amount due by Proximus	1.650,59 €

152. Proximus will take the initiative after the reference calendar year to compute the compensations due by the Beneficiary and due by Proximus. Proximus will issue the SLAs report and the final statement applicable to the Beneficiary XYZ for the previous calendar year within maximum 4 months after the first working day of the following calendar year.

153. The Beneficiary XYZ will upon receipt verify the SLA compensation report and, in case of rejection, will motivate the reason of such rejection within a timeframe of maximum 2 months. If the Beneficiary XYZ has not rejected the request within the timeframe of 2 months, the request will automatically be considered as approved by Proximus.

154. The netting in the final statement will clearly indicate which Party owes money to the other. If the final statement is negative, Proximus will issue (without further delay) a manual invoice without VAT to the Beneficiary XYZ. If positive, the Beneficiary XYZ has to issue its own invoice (or credit note) without VAT to Proximus.

155. Illustration of the timing of the compensation process:



130. —

131. Compensations will be settled through a Beneficiary's invoice without VAT.

132. — Together with an invoice, the Beneficiary must provide Proximus with the necessary information in case of a delayed Provisioning or Repair Timer or any shortage of Proximus that give cause for the compensations.

133. — The Beneficiary will submit a detailed request for compensation to Proximus for the previous calendar year within maximum 4 months after the first Working Day of the following calendar year. The detailed request will include³:

³For the detailed request concerning Non First Time Right Installations, reference is made to the section "Non First Time Right Installations" hereunder.

- For Provisioning SLAs: the related Provisioning SLA or Timer for which a compensation is requested, the Service ID, the Due Date, the activation date, the closure date and the Product Portfolio (BRUO or Bitstream).
- For Repair Timers: the Beneficiary, the Service ID, the Proximus repair case nr, the Proximus repair case opening date, the Proximus repair case closure date as well as the Product Class (BRUO or Bitstream) and the Contract Type (Basic SLA, Improved SLA Enhanced, Improved SLA Premium).

Illustration:

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

134. Proximus will upon receipt verify the validity of each request for compensation and, in case of rejection, will motivate the reason of such rejection within a timeframe of maximum 2 months. If Proximus has not rejected the request within the timeframe of 2 months, the request will automatically be considered as approved by Proximus. If the verification shows a shortcoming of Proximus that gives cause to paying compensations, this payment will be done immediately.

156. In case several service levels/timers are not reached for a same repair case /order for a same SLA, the highest compensation can only be claimed by the Beneficiary due to avoid counting twice a compensation due to a same problem or incident.

157. All the means to check individual KPIs are available to the Beneficiary through the MSO/Repair interfaces and the related notifications.

135.

136-158. If deemed necessary by either Party, a Quarterly Quality Team Meetings will can be organized between Proximus and the Beneficiary in order to compare the amounts of compensation that have been assessed by both Parties.

6.2 Provisioning Escalations

6.2.1 Appointments Not Kept

~~137-159.~~ In cases that Proximus has not respected the committed percentage as indicated in the definition of the Appointment Kept SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per appointment not kept missing the committed percentage in the related period (cf. Annex "Pricing, Compensations & Billing").

~~138-160.~~ These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

6.2.2 Useless End-User visit provisioning

~~161.~~ In cases that the Beneficiary has not respected the committed percentage as indicated in the definition of the "Useless End-User visit" Provisioning SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, Proximus will be entitled to a compensation per useless End-User visit missing the committed percentage in the related period (cf. Annex "Pricing, Compensations & Billing").

~~162.~~ These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

~~6.2.2~~6.2.3 Orders Not Technically Executed at Due Date

~~139-163.~~ In cases that Proximus has not respected the committed percentage as indicated in the definition of the Technically Executed SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per order not technically executed at due date missing the committed percentage in the related period (cf. Annex "Pricing, Compensations & Billing").

~~140-164.~~ These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

~~6.2.3~~6.2.4 Non First Time Right Installations

~~165.~~ In cases that Proximus has not respected the committed percentage as indicated in the definition of the First Time Right Installation SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per Non First Time Right Installation missing the committed percentage in the related period (cf. Annex "Pricing, Compensations & Billing").

~~166.~~ These compensations are only applicable to orders introduced by the Beneficiary through the MSO (GUI & SOA) interface.

~~141.~~

142. Together with an invoice, the Beneficiary must provide Proximus with the necessary information to claim for compensation. Proximus will upon receipt verify this information. If the verification shows a shortcoming of Proximus that gives cause for paying the compensation for Non First Time Right Installations, refunding will be done by Proximus.

143. This necessary information will be provided to Proximus under the form of a structured file (Excel or CSV format), and will include at least the following data for each Non First Time Right Installation:

Beneficiary, Service ID, activation date, Proximus repair case nr, Proximus repair case opening date, Proximus repair case closure date, number of the Proximus invoice of the claimed Non First Time Right Installation and total activation fee (as mentioned on the invoice) of the claimed Non First Time Right Installation (exc. VAT).

Each invoice of the Beneficiary related to Non First Time Right Installation claims will group the cases of the related period, based on the Proximus repair case closure date.

6.2.46.2.5 Provisioning Shared VLAN/Service Quality Timer Escalations

144.167. In cases that Proximus has not respected the committed timer as indicated in the definition of the SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per Shared VLAN/Service Quality (cf. Annex "Pricing, Compensations and Billing").

145.168. The provisioning Shared VLAN/Service Quality Timer escalation is applicable to the provisioning of new Shared VLANs/Service Qualities as well as the modification of existing Shared VLANs/Service Qualities when the provisioning of a new Shared VLAN/Service Quality or the modification of an existing Shared VLAN/Service Quality was not completed within the timer. Except in the event of other deadlines being agreed with the Beneficiary, Proximus undertakes to take all steps to set-up or to modify the Shared VLAN/Service Quality. If this deadline cannot be respected, Proximus undertakes to inform the Beneficiary of the reasons for the delay and also to communicate the new deadline for meeting its request.

6.2.56.2.6 Provisioning Single VLAN/Service Quality Timer Escalations

146.169. In cases that Proximus has not respected the committed timer as indicated in the definition of the SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation per Single VLAN/Service Quality (cf. Annex "Pricing, Compensations and Billing").

147.170. The provisioning Single VLAN/Service Quality Timer escalation is applicable to the provisioning of new Single VLANs/Service Qualities as well as the modification of existing Single VLANs/Service Qualities when the provisioning of a new Single VLAN/Service Quality or the modification of an existing Single VLAN/Service Quality was not completed within the timer. Except in the event of other deadlines being agreed with the Beneficiary, Proximus undertakes to take all steps to set-up or to modify the Single VLAN/Service Quality. If this deadline cannot be respected, Proximus undertakes to inform the Beneficiary of the reasons for the delay and also to communicate the new deadline for meeting its request.

~~6.2.66.2.7~~ Provisioning OLO Access Line Timer Escalations

~~148-171.~~ In cases that Proximus has not respected the committed timer for the provisioning of an OLO Access Line and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to the same compensation as described in the section "Compensation - Provisioning" in the document "BROTSOLL Main Body".

6.3 Repair Timer Escalations

6.3.1 Repair End-User line Timer Escalations

~~149-172.~~ Interruptions of service which last more than the timers defined in the sections "Repair Case Resolution Timer on the End-User line" or "Repair Timer on the End-User line with splicing intervention", and which are under the responsibility of Proximus, shall entitle the Beneficiary to a reimbursement of the rental fee corresponding to the duration of the interruption compensation per exceeded Working Hour. In these cases, Proximus shall notify the Beneficiary of the timeframe in which its request will probably be carried out. The timeframe taken into consideration for calculating the reimbursement amount compensation goes from the day /timestamp when the interruption is reported up to and including the day /timestamp when the service is restored. using the Net Repair Time.

~~150-173.~~ For such interruptions and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to a compensation that corresponds to a percentage of the daily recurring fee per End-User line per exceeded Working Hour (cf. Annex "Pricing, Compensations & Billing").

6.3.2 Wrongful Repair Request

174. In cases that the Beneficiary has not respected the committed percentage as indicated in the definition of the "Wrongful Repair Request" SLA and provided that the above-mentioned general terms and conditions for compensations are fulfilled, Proximus will be entitled to a compensation per Wrongful Repair Request missing the committed percentage in the related period (cf. Annex "Pricing, Compensations & Billing").

175. These compensations are only applicable to incidents reported to Proximus through the valid points of entry as described in the Annex "Planning & Operations"

~~6.3-26.3.3~~ Repair Ethernet Transport Timer Escalations

~~151-176.~~ Interruptions of service for which Proximus did not intervene within the timeframes as defined in the section "Repair of the Ethernet Transport" and which are under the responsibility of Proximus shall entitle the Beneficiary to a reimbursement corresponding to the value presented in the Annex "Pricing, Compensations & Billing" (provided that the above-mentioned general terms and conditions for compensations are fulfilled). In these cases, Proximus shall notify the Beneficiary of the timeframe in which its request will probably be carried out.

~~6.3.3~~6.3.4 **Repair OLO Access Line Timer Escalations**

~~152-177.~~ In cases that Proximus has not respected the committed timer for the repair of an OLO Access Line and provided that the above-mentioned general terms and conditions for compensations are fulfilled, the Beneficiary will be entitled to the same compensation as described in the section "Compensation - Repair" in the document "BROTSoLL Main Body".

7 Escalation procedure

- ~~158.~~178. By default Internal Escalations [or Escalations towards JVs](#) are automatically performed. The target of the Proximus departments is to limit the number of External Escalations by launching pro-actively Internal/[JV](#) Escalations before or as soon as the defined timers are exceeded.
- ~~154.~~179. 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).
- ~~155.~~180. 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.
- ~~156.~~181. 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.
- ~~157.~~182. The Escalation Matrix is available on the Beneficiary's Personal Page of the Proximus Wholesale website – Contact information.

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