National Leased Lines

SLA

In commercial confidence

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1. Executive Summary

This document describes the SLA of the National Leased Lines.

2. General Information

2.1 Document Information

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2.2 Confidentiality

- All parties recognise the confidential character of this document or proposal and, more generally, of all information, provided by one of the parties in the event of the preparation of this document or proposal and/or an agreement to closed between the parties later on, to the other partie given while being marked as confidential, or any kind of information for which the other party without reasonable doubt should know that it concerns confidential information ("Confidential Information")
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3. Introduction

3.1 Definitions

- SLA: Service Level Agreement.
- SDH: Synchronous Digital Hierarchy
- BCS: Proximus Cosmopolitan Solution.
- BCS Site: Customer site for which a *BCS agreement* has been concluded.
- LL: Leased Line.
- BCS Dual-Ended leased line: Leased line delivered end to end on the Proximus BCS platform, i.e., a leased line established between two BCS sites.
- BCS Single-Ended leased line: Leased line partially delivered on the Proximus BCS platform, i.e., a leased line established between one BCS site and one non-BCS site.
- BCS leased line: BCS Single-Ended or Dual-Ended leased line.
- WD (working day): Normal working day (from 8 a.m. to 4:30 p.m.) except Saturdays, Sundays and national public holidays.
- Code number: Unique reference number used to identify a leased line.
- Option High: The Option High feature ensures that the BCS leased line is protected end-to-end on the Proximus network using 1+1 protection based on separate routing of the active path and protection path at cable level. The active route and protected path only pass through the same cable at the customer's terminal sites and, if the customer has just one optical fiber entry point on this site, in the cable sections linking the customer sites to the BCS platform. End-to-end cable-level protection can be provided in the Proximus network where the circuit is BCS Dual Ended; only partial protection can be provided where the circuit is Single Ended.

3.2 Scope of the SLA

This Service Level Agreement sets out the terms and conditions governing the installation, maintenance and repair by Proximus of national leased lines. The customer shall automatically benefit from any changes to the targets set out in this Agreement which are later announced by Proximus.

This SLA shall come into effect on 1 February 2003. This SLA shall apply to the following leased lines:

- Digital national leased lines (i.e., 64 Kbps, 128 Kbps, Nx64 Kbps, 2 Mbps, 34 Mbps and 140 Mbps leased lines), on the BCS platform, whether in full or in part;
- Analog national leased lines of M1020, M1025 and M1040 quality.

This SLA shall not apply to BCS Dual-Ended leased lines with the Option High and End-to-End features. These shall instead be covered by the separate SLA for Dual-Ended BCS Leased Lines.

	M1020/M1025/M1040	64 Kbps, 128 Kbps, Nx64 Kbps	2 Mbps, 34 Mbps, 140 Mbps	VC-12, VC-3, VC-4
National LLs	Basic SLA for LL	Basic SLA for LL	Basic SLA for LL	Basic SLA for LL
Dual-Ended BCS Option High & End-to-End LL	-	SLA for BCS Dual-Ended LL	SLA for BCS Dual-Ended LL	SLA for BCS Dual-Ended LL

Table 1 : Scope of the SLA

3.3 Contact points

For any questions related to National Leased Lines, the Customer should:

- Consult Proximus's Internet site at http://www.Proximus.be/;
- Contact his/her Account Manager;
- Contact the Account Administrator in Proximus's Customer Service department;
- in the case of a corporate customer, call the Corporate Helpdesk at one of the toll-free numbers given below.

Information	Billing	
0800 33 200	0800 33 300	(French)
0800 22 200	0800 22 300	(Dutch)
0800 44 200	0800 44 300	(German)
0800 55 200	0800 55 300	(English)
+32 70 211 200	+32 70 211 300	From outside Belgium (not toll-free)

Or send a fax or e-mail to the following addresses:

Fax: 0800 11 333

E-mail: Corporate.helpdesk@Proximus.com

3.4 Proximus's obligations

3.4.1 Basic Obligations

The basic obligations shall comprise the commitments given by Proximus under this Agreement. In the event of a dispute, the customer hereby accepts that the data contained in Proximus's operational database shall serve as proof of the compliance or otherwise of Proximus with its obligations.

3.4.2 Proximus's liability

Proximus's liability, over and above that arising from the basic obligations set out in this SLA, is set out in Article 46 of the General Terms and Conditions for National Leased Lines.

3.5 Customer obligations

3.5.1 Site access

The Customer shall provide Proximus technicians with access to the site for the purposes of provisioning, repair and maintenance operations. Where necessary, the Customer shall ensure the cooperation of the owner of the Site(s) concerned.

3.5.2 Cooperation with third parties

The customer shall ensure that any subcontractors managing any part of the customer's network cooperate with Proximus. Proximus shall not be liable for any problems arising from cooperation with a third party.

3.5.3 Equipment integrity

The Customer shall be responsible for the integrity of any pieces of equipment installed by Proximus on the customer premises, as specified in the *General Terms and Conditions for Leased Line Services*.

3.6 Force majeure

Any omission or failure by either party to comply with its obligations under this SLA shall not confer any right on the other party to claim damages or interest, nor shall it constitute a breach of the Agreement, insofar as this failure to perform or omission is a result of force majeure, as defined here below.

The party prevented by force majeure from acting shall immediately notify the other party of the cause and the likely duration, and then shall make all reasonable efforts to rectify the situation and resume performance of this SLA as soon as the cause has been removed.

The term "force majeure," as used in this SLA, shall include, without limitation, earthquakes, fire, floods, epidemics, acts of war, strikes (official or otherwise), blockades, insurrection, riots or any cause that can reasonably be deemed to be beyond the control of either party.

In the event that one of the parties is impeded or prevented by force majeure from acting or performing an essential obligation for more than 30 days, either party may, after serving notice of 7 days on the other, either suspend the SLA while the force majeure continues to take effect, or terminate the SLA without any obligation or liability for the payment of compensation.

4. Provisioning Services

This section covers services relating to the provisioning of a new line, together with the upgrade and relocation of an existing line.

4.1 Definitions relating to leased-line installation

4.1.1 Terminology relating to leased-line installation

Order Form: ..... The standard form used to order the leased-line services proposed by Proximus.

RFS date: ..... Ready For Service date, i.e. the date on which the leased line will be operational and from which it will be billed.

Order intake: ..... Entry of an order for a leased line into Proximus's computer systems handling the provisioning of services to be performed by Proximus operators.

Order intake time: ..... Interval between submission of the duly completed and signed order form to Proximus and the Order Intake.

Provisioning time: ..... Interval between the Order Intake and the RFS date set by Proximus

RFB: ..... Ready For Proximus: A customer site is deemed to be RFB once (1) the customer has installed the private premises infrastructure (i.e., provided the cables, electrical and physical environment, space required for the equipment) required for provisioning of the service to the telecommunications site concerned and has informed Proximus to that effect, or, (2), the customer has commissioned Proximus to perform the infrastructure work on the private premises concerned.

CRD: ..... Customer Requested Date, i.e. the date requested by the customer for provisioning of the service.

Line upgrade:	Line upgrade is a provisioning service which increases the bandwidth capacity of an existing line. There is no change to the location of either site. An upgraded line is given a new code number if the upgrade is carried out on new infrastructure.
Line relocation:	Line relocation is a provisioning service in which one of the terminal sites (site A or site B) is physically moved to another location (a new site A or site B). The relocated line keeps the same code number.
EMC:	Electromagnetic compatibility.
BCS Infrastructure In Place:	The BCS Infrastructure is in place at a BCS site when that site is connected to the BCS platform and when the capacity of the BCS equipment is sufficient to install the BCS service requested by the customer.
BCS Infrastructure not In Place:	The BCS Infrastructure is not in place at a BCS Site when that site is not yet connected to the BCS platform and when the capacity of the BCS equipment is not sufficient to install the BCS service requested by the customer.

4.1.2 Infrastructure required to install the leased line

The infrastructure shall be deemed by Proximus to be in place once the customer's premises is equipped with the cabling and equipment required for installation of the service (e.g., entry cable, internal cabling, power supply, etc.), as well as the telecommunications room to which the service is to be delivered and once the infrastructure required on public land (e.g., ducts, fibers, cables, etc.) has been installed.

In general, no site survey is needed where the infrastructure is already in place. This means that the installation of the leased line can start immediately on receipt of a firm and duly completed order.

- Additional work on private property
  Where the infrastructure on private property is not in place, additional work (e.g., entry cables, internal cabling, amplifiers, etc.) may be needed to install the necessary equipment or deliver the service to the customer's telecommunications room. Where this is the case, a site survey shall be undertaken to assess the work to be undertaken on the customer's premises.

The following procedure shall then apply:

1. Proximus shall contact the customer and fix a date and time for the site survey.
2. Proximus shall then conduct the site survey and, in cooperation with the customer, draw up a report on the work to be carried out to provide the service. During the site survey, the customer and Proximus shall agree on who is to perform the work on the private property.
3. If the work on private property is to be performed by the customer, the latter should indicate the date on which the premises will be RFB. Once the RFB Date is communicated to Proximus, Proximus will communicate the final RFS Date to the customer, as specified in Point 4.2.2.

4. If the customer commissions Proximus to carry out the work on private property, the site shall be deemed to be RFB by Proximus, which will then provide a cost estimate and schedule for completion of the additional work. Proximus may submit a formal bid to the customer, depending on the work to be done. Once it has estimated the time required to complete the work, Proximus will communicate the final RFS Date to the customer, as specified in point 4.2.2.

When one of the end sites is a BCS site, installation of the leased line shall start as soon as the site is connected to the BCS infrastructure and insofar as the equipment capacity is sufficient. To ascertain whether the BCS infrastructure is in place at a BCS site before ordering a BCS Single-Ended leased line, the customer should contact his/her Telecom Account Consultant directly.

- Additional work on public land

  If the infrastructure on public land is not in place, major installation work may be needed (ducts, cables, optical fibers, etc.). A municipal permit may be required for much of such work. Where this is the case, the timeframe for the installation of the service will primarily depend on the timetable for performance of the work established by the municipality or region.

  However, once the necessary work on public land has been completed, the provisioning time for the leased line shall be within the deadline established by Proximus in this SLA.

4.2 Provisioning procedure

4.2.1 Initiating the provisioning procedure

1. Filling in the Order Form

   To order leased line services (new line, upgrade or relocation), the customer shall use the standard Leased-Line Service Order Form which is available on the Proximus website or available from the Corporate Helpdesk.

   - The customer shall specify, for both sites, the exact location to which the service is to be delivered and, if possible, the work to be carried out on the private premises. It should be noted that if the service is to be delivered to a site or telecommunications room not owned by the customer ordering the leased line, responsibility for obtaining correct and complete information about this site or telecommunications room from the third party concerned and providing it to Proximus shall lie with the customer.

   - Before ordering BCS Single-Ended leased lines, the customer shall confirm that at least one end point terminal uses the BCS infrastructure and that the leased line will be Option High. With a BCS site, the services are delivered, by default, to the telecommunications room where the SDH equipment is installed.

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   The completed and signed order form must be sent to Proximus:
   - via the Account Administrator;
   - via the customer's Account Manager;
   - via the Corporate Helpdesk;
   - by e-mail, using the e-order-form available on the Proximus Internet site.

2. Order Intake

Once the duly completed and signed order form has been received, it is entered into Proximus's computer systems so that the service can be provided. This operation is generally performed within one working day of receipt of the order. This deadline shall not be guaranteed by Proximus where the order form is not completed correctly. Should this be the case, Proximus will contact the customer so that the order form can, if possible, be duly completed.

The provisioning time shall run from the Order Intake.

4.2.2 Feedback to the customer

1. Order Confirmation

Once the duly completed Order Form has been entered into its computer systems, Proximus shall confirm to the customer, by e-mail or by fax, its receipt of the order in due form and the Code Number allocated to the leased line (new line or upgrade). This is generally undertaken the same day as the Order Intake. The maximum timeframe for this operation is specified in Point 2.3.1.

Where possible, Proximus shall at the same time also provide the customer with the Planned RFS Date for the leased line. The Planned RFS Date will take into account, insofar as possible, the CRD requested by the Customer and the maximum provisioning times specified in Point 4.3.

2. Change to the planned RFS date

In principle, there will be no change to the planned RFS date confirmed to the customer on order intake. However, if additional operations still have to be completed, Proximus will inform the customer of the order status and the reason for the delay within the timeframe specified in Point 4.3.1 Where possible, Proximus will, at the same time, provide the new planned RFS date.

The planned RFS date may be changed under the following circumstances:

- The customer does not agree to a date for the site survey(s);
- The customer asks for the site survey(s) to be postponed;
- The customer cannot be present during the site survey(s);
- The site survey(s) is conducted, but the customer is not in a position to declare the site(s) RFB.
- Cabling work is required on public or private land for which Proximus needs a permit.

The following are also situations that could lead to a change in the planned RFS date and in which an RFS date may not be communicated within the timeframe for additional feedback guaranteed by Proximus:

- The customer declares a site to be RFB, but this is not, in fact, the case;
- Proximus technicians do not have authorized access to the customer site;
- A site survey is conducted and the site declared RFB by the customer, but only after the date on which the additional feedback should have been given.

4.2.3 Installation of the leased line

When no major additional work on public or private land is required, Proximus shall undertake to comply with the planned RFS Date for the leased line given at Point 4.3.2, except where the customer requests a later installation date or the fault lies with the customer, as specified in Point 4.2.2.

If the BCS Infrastructure is not in place at one of the BCS Sites or if additional installations are required, the BCS Dual-Ended leased line cannot be provisioned until the requisite infrastructure has been installed.

N.B.: Provisioning procedure for a line upgrade

a) In most cases, the provisioning procedure for a line upgrade is similar to the procedure for the provisioning of a new line. A new line with the bandwidth capacity requested is established on a new infrastructure. Once the provisioning operations have been performed, the two lines (the old line and the line with the new bandwidth capacity) operate in parallel for up to 10 working days. This is to enable the customer to migrate his/her application to the new line. Once the customer has completed the migration, he/she must apply to Proximus for the old line to be deactivated. If no request to deactivate the line is received by Proximus within ten days of the line with the new bandwidth capacity being put into operation, the old line will continue to be billed and, at the same time, billing for the new line shall begin from the date on which it is put into operation.

b) In some case, it may not be possible to perform the upgrade on a new infrastructure within the normal deadline (primarily for technical reasons or at the express request of the customer). The upgrade may then be performed on the existing infrastructure. Where this is the case, the physical upgrade operation shall be performed on a date agreed with the customer. The upgraded line will have the same code number as the old line.

4.2.4 Closing of the order

When it closes the order, Proximus shall inform the customer, by fax or e-mail, that the leased line can be used and therefore will be billed.

4.3 Proximus's obligations

This section covers the guarantees listed below and which relate to the provisioning of a new line as well as the upgrade and relocation of an existing line.

4.3.1 Guaranteed feedback

	Initial Feedback
Analogue LLs & Digital LLs ≤ 2 Mbps	2 WD
34 Mbps LLs	2 WD
140 Mbps LLs	Project Based

Table 2 : Guaranteed feedback

The timeframes cited shall run from receipt of the duly completed order form.

Additional feedback shall be given where the initial planning must be reviewed.

4.3.2 Guaranteed compliance with the RFS Date

Proximus shall undertake to comply with the Planned RFS Date given on Order Intake or thereafter, in the case of high-bandwidth leased lines.

Compliance with the RFS Date
100%

Table 3 : Guaranteed Compliance with the RFS Date

The only exception to this rule shall be where the fault for any delay in the provisioning of a leased line lies with customer, e.g., the delaying or canceling of a Site survey, a failure to comply with Proximus technical specifications, a delay in the preparation of the telecommunications room, etc.

4.3.3 Guaranteed provisioning time

Where the Infrastructure is in place at both customer sites, Proximus shall give an undertaking that the overall Provisioning Time for the Leased Lines shall not exceed the values given in the table below, except where the delay is at the customer's request or mutual agreement has been reached on the timing of the project.

	M1020/M1025/M1040	64 Kbps, 128 Kbps, Nx64 Kbps	Nx64 Kbps, 2 Mbps	34 Mbps	140 Mbps
Analog national LL	10 WD	-	-	-	-
Digital national LL	-	10 WD	15 WD	30 WD	Project Based

Table 4 : Guaranteed provisioning time

* If the customer explicitly requests a new Syrar multiplexer, the standard provisioning time for 64 Kbps and 128 Kbps lines shall be 15 working days.

It should be noted that the standard Provisioning Time cannot be guaranteed for 140 Mbps leased lines due to the level of capacity concerned.

N.B.: For upgrades on an existing structure and line relocations, the standard provisioning time given in the table above shall be the time necessary for Proximus to be ready to perform the physical upgrade or relocation. The precise time of the physical operation is mutually agreed with the customer.

4.4 Customer's obligations

4.4.1 Submission of the duly completed order form

The customer shall provide to Proximus the information specified in the Order Form, and in particular that relating to:

- the location, at both sites, where the service is to be delivered;
- the type of leased lines to be delivered (including the information needed to identify BCS leased lines).

4.4.2 Provision of the necessary space

The customer shall make sufficient space available in the telecommunications room for Proximus to be able to install the equipment and full infrastructure necessary to implement a connection. Where necessary, the customer shall obtain the consent of the owner of the telecommunications room.

4.4.3 Provision of the necessary electrical and physical environments

- Electrical environment
  If Proximus equipment is to be installed directly in the customer's telecommunications room, the latter shall provide access to a power source that satisfies Proximus's requirements and enables the equipment required for the connection to operate properly. In addition, the customer shall provide Proximus with an insulating grounding pole connected to the building's grounding terminal in accordance with Proximus's requirements.

- Physical environment
  If Proximus equipment is to be installed directly in the customer's telecommunications room, the customer shall ensure the provision of a physical environment that satisfies Proximus's requirements as regards the EMC environment, temperature, relative humidity, ventilation system and safety regulations.

5. Repair Services

5.1 Definitions relating to leased-line repair

5.1.1 Terminology relating to leased-line repair

Trouble Ticket: ..... The file created in Proximus's computer system by a front-end helpdesk officer when a customer reports a problem. This file contains the information already available in the computer systems, the information provided by the customer and the information added by technicians during the repair process.

Trouble Intake: ..... The creation of the Trouble Ticket in the computer systems for the repair of Proximus services.

Gross Repair Time: ..... Time needed to restore the service to the customer. This runs from the Trouble Intake to the technical close of the Trouble Ticket - i.e., the time when the service is reestablished.

Stop-Clock Time: ..... Time lost during repair activities for reasons not attributable to Proximus, e.g., inability to access certain sites, delay by third parties in carrying out work to be performed before Proximus can act, performance of line measurements, etc.

Net Repair Time: ..... Difference between the Gross Repair Time and the Stop-Clock Time.

Time to First Intervention: .. Interval between the trouble being reported by the customer and the first action taken by a Proximus technician to repair the service via either a remote operation or on-site intervention.

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

Working Hours: ..... Target Repair Time expressed in Working Hours, i.e., where the service is available during Working Days from 8 a.m. to 4:30 p.m.

NMC: ..... Network Management Center.

5.1.2 Contact Points for reporting a service disruption

Corporate and business customers shall report a service disruption to one of the following toll-free numbers:

Repair	
0800 33 100	(French)
0800 22 100	(Dutch)
0800 44 100	(German)
0800 55 100	(English)
+32 70 211 100	From outside Belgium (not toll-free)

Service disruptions may also be reported using the electronic service [e-mail?????] available on the Proximus website.

5.1.3 Nature of the service disruption & stop-clocks

- Nature of the service disruption
  When reporting a disruption, it is essential that the Customer clearly identify the nature of the problem, i.e., to distinguish disruptions that have an impact on traffic from those that do not.

- Impact on traffic: A problem is presumed to have an impact on the traffic when it requires immediate action by Proximus to effect a repair, i.e., in case of a complete line disruption.
- No impact on traffic: A problem is not considered to impact on traffic when it does not require immediate action by Proximus to effect a repair, e.g., recurrent temporary disruption, quality problems, etc.

Service disruptions that do not impact on traffic are reported in the same manner as those that do. However, since long-term analysis is generally required to resolve such problems, Proximus shall not be able to guarantee the same Repair Time as for problems resulting in full line disruption.

In the case of quality problems and recurrent temporary disruption, the decision as to whether it has an impact on traffic lies with the customer. Where such a decision is taken, the customer shall authorize Proximus to cut the troubled line where necessary to effect immediate repairs within the requisite deadline.

- Stop-Clock rules
  There are three scenarios in which Proximus may use the stop-clock procedure:
  1. **All (remote) tests possible have been performed. Cooperation with the customer 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 customer contact point has proved impossible to contact by telephone (see Customer's Obligations, Point 3.4).**
  2. **The Customer asks for the repair to be postponed;**
  3. **Monitoring, in two scenarios:**

A Trouble Ticket is opened; Proximus carries out a full check of the circuit and does not encounter any problems (no alarms, no erroneous bits, no clock problems, the correct signal level, etc.). The customer does not want Proximus to cut the line in order to perform tests, but Proximus wants to determine with certainty whether or not the line has a problem and therefore carries out line monitoring with the agreement of the customer.

The customer's line is repaired and the customer confirms that line is functioning but suggests monitoring to verify the stability of the line.

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;
- Timing;
- Name of contact person in the customer's organization who agrees to the stop-clock (except where the customer cannot be contacted by telephone).

5.2 Repair procedure

5.2.1 Initiating the repair operations

Any disruption shall be reported by telephone by the customer. The following information shall be communicated to the Proximus Helpdesk by telephone or over the Internet.

- Code number: The Code Number of the leased line
- The nature of the problem: Whether or not the service disruption impacts on traffic
- A description of the problem: A description of the problem and possible conclusions, e.g.,:
  - "line out of order since ..."
  - "brief disruptions of about ... seconds"
  - "recurring temporary disruption"
  - "recently installed"
  - "equipment impacted"
- Contact person for follow-up: The name, telephone and/or fax number of the customer/caller who should be informed about the follow-up given to the breakdown, during and outside working hours.
- Contact person at the Customer Sites: The name, telephone and/or fax number and *access procedure* for any onsite contact persons in Belgium who will cooperate with Proximus at the end sites if repairs prove necessary.

A Trouble Ticket is generated for each service disruption and Proximus will provide the Trouble Ticket number to the Customer. The identification number shall be used by both Parties during any contacts relating to the service disruption.

5.2.2 Feedback to the customer

With the Customer's agreement, Proximus NMC will keep the customer regularly informed, by telephone or e-mail, of any changes in the situation, communicating information such as:

- First diagnosis;
- Estimated repair time;
- Impact of the fault on the services;
- Action required onsite.

Proximus shall ensure that the first action is taken, whether via a remote repair operation or via a repair operation on the Customer Premises, within 1/2 hour.

Initial information will be provided at regular intervals after the creation of the Trouble Ticket. With regard to service disruptions impacting on traffic, additional information will be provided as specified in Point 5.3.1. The time shall run from the trouble ticket intake into the Proximus system.

5.2.3 Repair operations

Certain problems arising with leased lines may be repaired remotely by Proximus from the NMC without any on-site action by Proximus technicians. Where on-site action is required, the specific access procedures shall be communicated during the trouble intake.

Internal escalation procedure

In the case of recurring problems, Proximus operators shall automatically notify their managers at set intervals, in accordance with an internal emergency procedure. The manager will then be responsible for taking the necessary measures to restore the line as soon as possible.

5.2.4 Closure of the service disruption

The agreement of the customer shall be required before a Trouble Ticket can be closed. Proximus shall provide the Customer with the following information over telephone:

- Trouble Ticket number;
- time when the leased line went back into service;
- cause of the service disruption (if known);
- the party (Customer, Proximus, other) to whom the service disruption is attributable (if known).

If the customer requests additional time in which to perform his/her own tests of the repaired leased line, a Stop-Clock procedure will be implemented. In the event of any disagreement, Proximus will conduct additional tests.

5.3 Proximus's obligations

5.3.1 Guaranteed feedback

Maximum response time	Initial Information within	Additional Information
½ hour	1 hour	To be agreed with Customer

Table 5 : Feedback to the Customer in the event of a service disruption

5.3.2 Guaranteed Repair Time

- Impact on traffic:

Type	Service	Guaranteed Repair Time
Analog national LL	M1020/M1025/M1040	8 working hours
Digital national LL	64 Kbps, 128 Kbps, Nx64 Kbps	5 Clock Hours
Digital national LL	2 Mbps, 34 Mbps, 140 Mbps	4 Clock Hours

Table 6 : Guaranteed repair time in the event of disruptions impacting on traffic

In the case of analog M1020/M1025/M1040 national leased lines, the customer may ask for a technical response from Proximus outside Working Hours. Where this is the case, the customer will be charged EUR 135.10 (BEF 5,450) (excl. VAT) for each operation undertaken. Where action is taken outside Working Hours, the Guaranteed Repair Time specified in the table above shall not apply.

- No impact on traffic:

Type	Service	Guaranteed Repair Time
Analog national LL	M1020/M1025/M1040	3 working days
Digital national LL	64 Kbps, 128 Kbps, Nx64 Kbps 2 Mbps, 34 Mbps, 140 Mbps	

Table 7 : Target repair time in the event of disruptions not impacting on traffic

- All the times specified shall run from the Trouble Intake.
- It should be noted that the Proximus Trouble Ticket System is the only reference point for determining whether or not the Repair Time has been complied with.
- The Guaranteed Repair Time shall not apply in the event of force majeure.

5.3.3 Guaranteed Service Level

Proximus shall ensure that the basic quality of service parameters, as specified in the "Technical Specifications for the Proximus Leased Lines", are complied with following repair operations.

5.4 Customer's obligations

5.4.1 Contact persons

If possible, the customer will provide a helpdesk. Proximus shall be unable to guarantee the repair time and feedback deadlines where it is unable to inform the Customer of the status of repair operations.

5.4.2 Site access

If possible, when calling the Proximus Helpdesk, the customer will communicate the site access procedure. Any failure to comply with these procedures shall result in the guaranteed Repair Times no longer being applicable. The Customer shall also undertake to provide the necessary staff during the repair process.

5.4.3 Decline in the quality of service

In the event of a decline in the quality of service on a line, the customer shall authorize Proximus to cut the disrupted line to perform any measurements required. Should the Customer refuse, Proximus shall deem the Trouble Ticket to be in stop-clock mode since no repair operations are then possible.

6. Maintenance

6.1 Definitions relating to leased line maintenance

The unavailability of leased lines shall be defined as the interval of time over a year, expressed as a percentage, during which the line cannot be used due to a disruption attributable to Proximus. Unavailability is calculated on the basis of the Net Repair Time for every Trouble Ticket established over the period of a year, insofar as the Trouble Tickets relate to a fault attributable to Proximus which results in full disruption of the line.

Availability of a circuit = 100% minus any time for which the line is unavailable.

6.2 Maintenance procedure

6.2.1 Proactive maintenance

Proximus continuously performs maintenance operations in order to provide the Customer with better Quality of Service. These maintenance operations may include:

- Repair operations that do not impact on customer traffic;
- Changes to line routing for maintenance purposes;
- Installation of new infrastructure within the network or on customer premises.

Should a maintenance operation be required on customer premises, Proximus shall inform the customer in advance to agree, insofar as possible, a date on which the operation is to be performed.

6.3 Scheduled maintenance work on the customer site

The customer shall inform Proximus of all scheduled maintenance work to be carried out on the premises which may affect the availability of the telecommunications services provided by Proximus. This shall include electrical works, internal cabling and any work undertaken in the telecommunications room which may affect the availability of the Proximus services.

This information shall be such as to enable effective monitoring of any alarm signals triggered on the Proximus network management platform and to prevent unnecessary operations to restore the line.

The customer shall comply with the following procedure.

For scheduled work

- The Customer shall notify Proximus of the work five working days prior to its commencement. This notification shall be sent to the following address: Planned.Works.NMC.TMON@Proximus.com.
- The customer shall provide Proximus with the following information:
  - the exact location of the works planned;
  - the nature of the work planned;
  - the date and time when the work planned will be undertaken;
  - the duration of the work planned;
  - the Proximus equipment which will be effected;
  - the contact person and his/her telephone or GSM number.
- The TMON service will send the customer an acknowledge of receipt thereof and will communicate a planned works number (PW no.).
- The customer shall call the TMON service just prior to the commencement of the planned maintenance work and immediately after this work is completed at the following number: +32 (0)2 246 98 23

Unscheduled work

- In the case of unscheduled work, the customer shall inform Proximus at the following number: +32 (0)2 246 98 23
- The customer shall provide Proximus with the following information:
  - The exact location of the works to be undertaken;
  - the nature of the work to be undertaken;
  - the date and time when the work will be undertaken;
  - the duration of the work to be undertaken;
  - the Proximus equipment which will be effected;
  - the contact person and his/her telephone or GSM number.

6.4 Proximus's obligations

6.4.1 Guaranteed Availability

Type	Service	Minimum availability of the leased line (yearly basis)
Analog national LLs	M1020/M1025/M1040	99.70%
Digital national LLs	64 Kbps, 128 Kbps, Nx64 Kbps 2 Mbps, 34 Mbps, 140 Mbps	99.90%

Table 8 : Minimum availability (yearly basis)

The availability of the services shall be guaranteed over a period of twelve months.

7. Penalties

7.1 Provisioning

In the event of any failure to comply with the RFS date attributable to Proximus, the latter shall be liable for the payment of penalties to the customer as set out in the table below. The monthly charge relates to the leased line services.

Delay after RFS-date	Penalty
1 -5 working days	25% of the monthly charge
6 -10 working days	50% of the monthly charge
More than 10 working days	100% of the monthly charge

Table 9 : Penalties relating to provisioning

7.2 Repair

In the event of any failure to comply with the target repair time for service disruptions impacting traffic which is attributable to Proximus, the latter shall be liable for the payment of penalties to the Customer as set out in the table below. These penalties shall not apply in the event of any disruption attributable to the customer or a third party. The monthly charge relates to the leased line services. The repair-time applicable is the Net Repair Time, i.e. after deducting an any stop-clocks operations.

	Net-repair time	Penalty (excl. VAT)
Analog M1020/M1025/M1040	> 8 hours	EUR 5
	> 12 hours	EUR 10
	> 24 hours	EUR 20
	> 48 hours	EUR 30
	> 72 hours	EUR 40

Table 10 : Penalties relating to repair (analog national LL)

	Net-repair time	Penalty (excl. VAT)
64 Kbps, 128 Kbps, n x 64 Kbps digital national LLs	> 5 hours	5% of the monthly charge
	> 8 hours	10% of the monthly charge
	> 12 hours	15% of the monthly charge
	> 24 hours	20% of the monthly charge
	> 48 hours	25% of the monthly charge
	> 72 hours	30% of the monthly charge

Table 11 : Penalties relating to repair (digital national LL)

	Net-repair time	Penalty (excl. VAT)
2 Mbps/ 34 Mbps, 140 Mbps digital national LLs	> 4 hours	5% of the monthly charge
	> 5 hours	10% of the monthly charge
	> 8 hours	15% of the monthly charge
	> 12 hours	20% of the monthly charge
	> 24 hours	25% of the monthly charge
	> 48 hours	30% of the monthly charge
	> 72 hours	35% of the monthly charge

Table 12 : Penalties relating to repair (digital national LLs – 2 Mbps, 34 Mbps, 140 Mbps)

7.3 Availability

In the event of any failure to comply with the minimum yearly availability guaranteed for the line that can be attributed to Proximus, the latter shall be liable for the payment of a penalty to the customer as set out in the table below. This rule shall apply solely to digital lines; it shall not apply to analog lines. The definition of availability is given in Point 4.1.

Type	Service	Availability	Penalty (excl. VAT)
Digital national LL	64 Kbps, 128 Kbps, nx64 Kbps 2 Mbps, 34 Mbps, 140 Mbps	<99.9%	5% of the value of the LL over twelve months*
		<99.7%	10% of the value of the LL over twelve months*

Table 13 : Penalties relating to minimum guaranteed availability (over a twelve month period)

* N.B.:

- The period for calculation of line availability is defined as follows: date of the start of the measurement period (dd/mm/yyyy) + 365 calendar days, or 366 in leap years (= end date for the measurement period). The line shall be in service on the end date for the period of measurement concerned.
- The value of the leased line over twelve months shall be calculated as follows: the monthly charge for the leased line levied in the last month of the line availability calculation period x 12.

7.4 Filing of claims for the payment of penalties

a) In the event of any failure to comply with the guaranteed provisioning or repair times attributable to Proximus, the Customer shall submit a request in writing for reimbursement within three months of the closure of the problem ticket. The customer shall provide the following information in the request.

Repair	Provisioning
Number of the Trouble Ticket	Line code number
Date on which the service disruption was reported to Proximus	Planned RFS date
Line code number	Actual RFS date

In addition, the customer should also add any comments which may be useful in identifying the origin of the problem and any other relevant information.

b) In the event of any failure to comply with the yearly minimum guaranteed line availability, the customer shall submit a request for repayment within three months of the final month in the line availability calculation period. The customer shall provide the following information in the request.

Line code number
Measurement period start date (dd/mm/yyyy)*
Measurement period end date (dd/mm/yyyy)
% availability over the year as measured by the customer

The measurement period start date cannot predate 1 February 2003.

In the event that a penalty is paid to the customer for failure to comply with the yearly minimum line availability guaranteed, the next availability measurement period for that line shall not predate the end of the measurement period indicated to Proximus in the request for repayment.

The request shall be sent to Proximus at one of the following addresses:
Corporate Customers

- Address: Corporate and Data Solutions Division / Customer Service CMP
  Bd. du Roi Albert II, 27
  B-1030 Brussels
- Fax: 0800 91067
- E-mail: cds.cse.wrc@Proximus.com

Carrier Customers

- Address: Carrier Customers Division/Customer Service
  Bd. du Roi Albert II, 27
  B-1030 Brussels
- Fax: 0800 91721
- E-mail: car.ntwitc@Proximus.com

Proximus shall inform the customer whether the request has been accepted within five working days of receipt thereof by post, fax or e-mail.

7.4.1 Payment of penalties

On acceptance of the penalty claim, Proximus will reimburse the customer in accordance with the penalty schedule set out in this SLA.

Payment shall take the form of a credit note to be offset against the next bill.

7.5 Dispute settlement

The ordinary Belgian courts shall have sole jurisdiction for claims or disputes relating to the interpretation or enforcement of the SLA. The provisions of the SLA shall be governed by Belgian law.

8. List of figures and tables

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