

Data services and Leased Lines MLF

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Agreement	Contract for Data Services Contract for Leased Lines MLF

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Content

1	Introduction.....	3
2	Service overview	3
3	Calculation of service down times.....	5
4	Warranty claims of the telco operator	6

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1 Introduction

1. The Service Level Agreement describes the individual quality parameters and resulting warranty claims of the PTS for the data services (Carrier Line Service: CLS, and Carrier Ethernet Service: CES) and Leased Lines MLF (Carrier Line Service MLF and Carrier Ethernet Service MLF) hereinafter referred to as CLS and CES.

2 Service overview

1. All values listed for Basic and Basic Light¹ services are to be treated as guidelines.
2. Swisscom shall guarantee the following values for Premium services:
 - Compliance with the commissioning (Ready-for-Service: RFS) date
 - Annual availability (maximum Service Downtime: SDT)
 - Guaranteed time to restore per fault and service (maximum Service Downtime: SDT)
 - Guaranteed, not-to-be-exceeded value for number of faults¹
3. All values shall be agreed and guaranteed for the individual service concerned, and are dependent upon the chosen quality of service.
4. The annual availability indicates how long the individual service is in failure-free operation, measured in terms of the annual total running time.
5. The recovery time is calculated in line with annual availability, but the period under review includes the specific case of failure.
6. In the case of the CES service, a specific, maximum number of faults are guaranteed over a total period of one year, which may not be exceeded.

2.1 Quality parameters

2.1.1 Carrier Line Service

1. An overview for CLS concerning the differences between the quality parameters can be found in Table 1 below:

Parameter	CLS Basic	CLS Premium
End-to-end availability (annually)	≥ 99.90 % Typical values, not guaranteed	Silver: ≥ 99.95 % Platinum: ≥ 99.99 % guaranteed value
Recovery time (TTR) per incident	≤ 6 Stunden Typical values, not guaranteed	Silver: ≤ 4 hours Platinum: ≤ 2 hours guaranteed value
Redundancy	None	Silver: None Platinum: Yes
Fault reporting	24 hours / 365 days	24 hours / 365 days

¹ Available only with CPE.

Troubleshooting	24 hours / 365 days ²	24 hours / 365 days
Service monitoring	Reactive	Proactive
Service quality reports	None	Yes
Warranty claim	None	Yes

Table 1: Service Level Agreements offered for CLS Basic and Premium

2.1.2 Carrier Ethernet Service

¹ An overview for CES concerning the differences between the quality parameters can be found in Tables 2 and 3 below:

Parameter	Basic	Premium Silver	Premium Platinum ³
Access type	High-End Single Access	High-End Single Access	High-End Dual-Homing Access
End-to-end VLAN availability (annually)	≥ 99.90% with CPE typical value, not guaranteed	≥ 99.95% with CPE ≥ 99.93% DC guaranteed	≥ 99.99% with CPE ≥ 99.97% DC guaranteed
Recovery time (TTR) per fault	≤ 6 hours, typical value, not guaranteed	≤ 4 hours, guaranteed	≤ 2 hours, guaranteed
Max. number of faults (annually)	≤ 6 faults, typical value, not guaranteed	≤ 4 faults guaranteed	≤ 2 faults guaranteed
Fault reporting	24 hours / 365 days	24 hours / 365 days	24 hours / 365 days
Troubleshooting	24 hours / 365 days	24 hours / 365 days	24 hours / 365 days
Service monitoring	Reactive	Proactive	Proactive
Service quality reports	None	Yes	Yes
Warranty claim	None	Yes	Yes

Table 2: Service Level Agreements offered for CES Basic and Premium with high-end access

Parameter	Basic Light	Silver Light
Access type	Low-End Single Access	Low-End Single Access
End-to-end VLAN availability (annually)	≥ 99.50% CPE ⁴ typical value, not guaranteed	≥ 99.80% CPE ⁴ guaranteed

² Depending on site conditions and personnel capacities of Swisscom, Premium services are given priority in each case.

³ The specific SLA provisions apply for Premium Platinum Light.

⁴ Available only with CPE variant.

Parameter	Basic Light	Silver Light
Recovery time (TTR) per fault	≤ 10 hours, typical value, not guaranteed	≤ 8 hours guaranteed
Max. number of faults (annually)	≤ 8 faults, typical value, not guaranteed	≤ 6 faults guaranteed
Fault reporting	24 hours / 365 days	24 hours / 365 days
Troubleshooting	Mon-Fri 8:00 a.m.-5:00 p.m.	Mon-Sun 7:00 a.m.-10:00 p.m.
Service monitoring	Reactive	Proactive
Service quality reports	None	Yes
Warranty claim	None	Yes

Table 3: Service Level Agreements offered for CES Light with low-end access

2.2 Guarantees

- Should Swisscom fail to adhere to the guaranteed availability times or other quality elements for which it bears responsibility, without the telco operator or a third party being at fault, the telco operator may demand repayment of the amounts set out in Chapter 4. All warranty claims and compensation claims due to the failure to comply with service availability times or other quality aspects shall thereby be deemed to be settled

3 Calculation of service down times

3.1 Basis of calculation

- Service down times (SDT) shall only be calculated for the Premium service level.
- The SDT calculation shall be based on the time stamps on the trouble tickets. The first time stamp shall be issued when the trouble ticket is opened. The ticket can be opened due to a problem detected by Swisscom Network Management or by the customer. The last time stamp shall be issued once the service concerned is available again and the trouble ticket thus closed. The time period between these two time stamps shall be defined as “non-available time”.
- The SDT on a trouble ticket shall be the non-available time after deduction of the periods that may result from the exclusions set out in Chapter 3.2. Availability shall be calculated as a percentage on the basis of the SDT.

3.1.1 Additional calculations for CES availability

- CES End-to-End SLA concept is defined according to the “hub-and-spoke” principle. Whereas one (1) CES Connectivity end point is defined as “hub” for each CES Service (e.g. the PoP site of the PTS or ENNI⁵), while the other CES Connectivity end point(s) is (are) defined as “spokes”. End-to-End SLA is applicable for both point-to-point and multipoint CES Service.

⁵ ENNI: External Network to Network Interface

2. For CES Premium services, SDT is applied to the “spoke” and is calculated between the “spoke” SAP and “hub” SAP. If asymmetrical quality parameters are present between “hub” and “spoke”, the “spoke” quality parameters are applied for the quality of service.
3. The quality parameters of the “hub” must be higher or equal to the “spoke” quality parameters.
4. For aggregation of CES Services at the same CES Access location, Swisscom recommends to implement Premium Platinum SLA. Swisscom cannot guarantee service availability for CES Access locations with more than 10 Premium SLAs without Premium Platinum SLA.

3.2 Suspend time

1. The following periods shall not be included in the calculation of the SDT:
 - Periods outside the defined support times for the agreed quality service levels.
 - Delays in relation to maintenance or repairs for which the telco operator/its customer is responsible, e.g.:
 - If fault rectification is delayed due to the telco operator or its customer being unavailable
 - If the maintenance or repair staff cannot gain access to the customer’s premises in order to repair the equipment installed thereon
 - if the telco operator does not adhere to the agreed fault rectification process
 - If the telco operator/its customer has itself made changes to the equipment or to the network or has carried out other activities that have resulted in the service being unavailable
 - If a service for which the telco operator or the customer is liable is unavailable due to installation work or external factors on the customer’s premises (in-house cabling or customer’s own cabling, electricity supply, air conditioning, premises, deactivation etc.)
 - Reduced service capacity for a service for which no performance levels have been contractually agreed
 - Force majeure (see Swisscom’s Wholesale General Terms and Conditions)
2. Disruption to access caused by a single point of failure shall not be taken into account for a service classed as Premium Platinum Light.
3. Swisscom cannot guarantee service availability for CES Access locations with more than 10 Premium SLAs without Premium Platinum SLA.

4 Warranty claims of the telco operator

4.1 Failure to comply with scheduled commissioning date: Delay attributable to Swisscom

1. For each working day by which the actual date of commissioning exceeds the scheduled commissioning date for reasons attributable to Swisscom, the agreed one-time charge payable by the PTS shall be reduced by 10%. The maximum reduction (reimbursement) shall be 100% of the agreed one-time charge.

4.2 Failure to comply with scheduled commissioning date: Delay attributable to the telco operator

1. For each working day by which the actual date of commissioning exceeds the scheduled commissioning date for reasons attributable to the telco operator, the agreed one-time charge payable

by the telco operator shall be reduced by 5%. The maximum increase shall amount to 50% of the contractually agreed one-time charge.

4.3 Failure to comply with annual service down time limit

1. The following rules shall apply in case of reimbursement:
 - Reimbursements shall be made at the end of the respective measurement period in the form of a credit note on the invoice.
 - The availability of the individual service shall be reported on an annual basis.
 - The total reimbursements due following failure to comply with availability levels shall be a maximum of 25% of the annual net price per service.

4.3.1 Carrier Line Service Premium

1. The reimbursements shall be calculated on the basis of the monthly net price of the respective service. If the guaranteed availability levels per service are not met, table 4 below shall apply accordingly.

Annual availability	Reimbursement per year and service calculated on the basis of monthly recurring price (M)	
	Premium Silver	Premium Platinum
≥ 99.99%	None	None
≥ 99.97 % and < 99.99 %	None	0.25 x M
≥ 99.95 % and < 99.97 %	None	0.35 x M
≥ 99.90 % and < 99.95%	0.50 x M	0.50 x M
≥ 99.80% and < 99.90%	1.00 x M	1.00 x M
≥ 99.70% and < 99.80%	1.25 x M	1.25 x M
≥ 99.60% and < 99.70%	1.50 x M	1.50 x M
≥ 99.50% and < 99.60%	1.75 x M	1.75 x M
≥ 99.40% and < 99.50%	2.00 x M	2.00 x M
≥ 99.30% and < 99.40%	2.25 x M	2.25 x M
≥ 99.20% and < 99.30%	2.50 x M	2.50 x M
≥ 99.10% and < 99.20%	2.75 x M	2.75 x M
< 99.10%	3.00 x M	3.00 x M

Table 4: Calculation of reimbursement per service if annual availability for CLS not met

2. The same annual availability shall apply for Premium Platinum Light and Premium Platinum service levels, with Access faults not applying in the case of Premium Platinum Light.

4.3.2 Carrier Ethernet Service Premium

- The reimbursements shall be calculated on the basis of the monthly net price of the respective service. If the guaranteed availability levels per service are not met, table 5 below shall apply accordingly.

Annual availability	Reimbursement per year and service calculated on the basis of monthly recurring price (M)				
	Silver Light	Premium Silver	Premium Silver DC	Premium Platinum	Premium Platinum DC
≥ 99.99%	None	None	None	None	None
≥ 99.97% and < 99.99%	None	None	None	0.25 x M	None
≥ 99.95% and < 99.97%	None	None	None	0.35 x M	0.25 x M
≥ 99.93% and < 99.95%	None	0.25 x M	None	0.50 x M	0.35 x M
≥ 99.90% and < 99.93%	None	0.50 x M	0.25 x M	0.75 x M	0.50 x M
≥ 99.80% and < 99.90%	0.20 x M	1.00 x M	0.50 x M	1.00 x M	0.75 x M
≥ 99.70% and < 99.80%	0.40 x M	1.25 x M	1.00 x M	1.25 x M	1.00 x M
≥ 99.60% and < 99.70%	0.60 x M	1.50 x M	1.25 x M	1.50 x M	1.25 x M
≥ 99.50% and < 99.60%	0.80 x M	1.75 x M	1.50 x M	1.75 x M	1.50 x M
≥ 99.40% and < 99.50%	1.00 x M	2.00 x M	1.75 x M	2.00 x M	1.75 x M
≥ 99.30% and < 99.40%	1.25 x M	2.25 x M	2.00 x M	2.25 x M	2.00 x M
≥ 99.20% and < 99.30%	1.50 x M	2.50 x M	2.25 x M	2.50 x M	2.25 x M
≥ 99.10% and < 99.20%	1.75 x M	2.75 x M	2.50 x M	2.75 x M	2.50 x M
< 99.10%	2.00 x M	3.00 x M	3.00 x M	3.00 x M	3.00 x M

Table 5: Calculation of reimbursement per service if annual availability for CES not met

- The same annual availability shall apply for Premium Platinum Light and Premium Platinum service levels, with Access faults not applying in the case of Premium Platinum Light.

4.4 Exceeding the guaranteed time to restore

- The following rules shall apply in case of reimbursement:
 - The availability of the time to restore per failure and service shall be evaluated monthly.
 - When not adhering to the maximum guaranteed time to restore procedure, a reimbursement shall be credited as credit note in the invoice of the following month.

The total of reimbursements due following failures to comply with the time to restore shall be at maximum the amount of one (1) monthly recurring net price (MRC) per failure and service.

2. If the guaranteed time to restore per failure and service is not met, table 6 below shall apply accordingly.

Guaranteed time to restore	Reimbursement per fault and service calculated on the basis of monthly recurring price (M)		
	Silver Light	Premium Silver	Premium Platinum
≤ 2 h	None	None	None
> 2 h and ≤ 4 h	None	None	0.5 x M
> 4 h and ≤ 8 h	None	0.5 x M	1 x M
> 8 h and ≤ 10 h	0.5 x M	1 x M	1 x M
> 10 h	1 x M	1 x M	1 x M

Table 6: Calculation of reimbursement per failure and service if the guaranteed time to restore is not met

4.5 Exceedance of maximum number of faults⁶

1. The following rules shall apply in case of reimbursement if the maximum number of faults is exceeded:
- Non-exceedance of the maximum number of faults shall be evaluated annually.
 - If the maximum number of faults is exceeded, a reimbursement shall be credited as a credit note within the invoice of the following month.

The sum of the reimbursements due to the guaranteed number of faults being exceeded shall be at maximum the amount of one (1) monthly recurring net price (MRC) per service.

4.5.1 Carrier Ethernet Service Premium

1. The reimbursements shall be calculated on the basis of the monthly net price of the respective service.
2. If the guaranteed number of faults per service is not met, table 7 below shall apply accordingly.

Number of faults	Reimbursement per fault and service calculated on the basis of monthly recurring price (M)		
	Silver Light	Premium Silver	Premium Platinum
≤ 2 faults	None	None	None
> 2 and ≤ 4 faults	None	None	0.5 x M
> 4 and ≤ 6 faults	None	0.5 x M	1 x M
> 6 and ≤ 8 faults	0.5 x M	1 x M	1 x M
> 8 faults	1 x M	1 x M	1 x M

Table 7: Calculation of reimbursement if the maximum number of faults (CES service) is exceeded

⁶ Applicable for CES only.