

Fiber Line

Version	1-0
Issue date	01.09.2014
Replaces version	-
Valid from	01.09.2014
Contract	Contract for the Fiber Line

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1 Introduction

1. The Service Level Agreement describes the individual quality parameters and resulting guarantee claims of the PTS for the respective Fiber Line.

2 Service overview

1. All values listed for Basic service are to be treated as guidelines (non binding values).
2. Swisscom shall guarantee the following values for Premium services:
 - Compliance with the commissioning (Ready-for-Service (RFS)) date
 - Annual availability (maximum service down time (SDT))
3. All values shall be agreed and guaranteed for the individual service concerned (per circuit).

2.1 Fiber Line quality parameters

1. The available service levels are described in the Fiber Line service description.

2.2 Guarantees

1. Should Swisscom fail to adhere to the guaranteed availability times or other quality elements for which it bears responsibility, without the PTS or a third party being at fault, the PTS may demand reimbursement of the amounts set out in Chapter 4. All guarantee 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

1. Service down times (SDT) shall only be calculated for the Premium service level.
2. The SDT calculation shall be based on the time stamps on the error messages (Trouble Tickets). The first time stamp shall be issued once the trouble ticket is opened. Opening of the trouble ticket can be triggered by a problem detected by the Swisscom network management or by the customer. The last time stamp shall be issued once the line 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".
3. 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.

3.2 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 service levels for on-site interventions.
 - Period from when the fault occurs until fault acceptance by Swisscom. The PTS shall report the fault

- to Swisscom. Fiber Line does not include any service monitoring.
- Delays in relation to maintenance or repairs for which the PTS/its customer is responsible, e.g.:
 - If fault rectification is delayed due to the PTS 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 PTS does not comply with the agreed fault rectification process
 - If the PTS/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 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 Terms and Conditions).

4 Guarantee claims of the PTS

4.1 Delays with commissioning dates: Caused by 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 Delays with commissioning dates: Caused by the PTS

- ¹ For each working day by which the actual date of commissioning exceeds the scheduled commissioning date for reasons attributable to the PTS, the agreed one-time charge payable by the PTS will be increased 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:
 - When failing to comply with the annual service down time limit, the PTS is entitled to a corresponding reimbursement, which shall be credited as a credit note within the bill following the annual monitoring period. Other forms of financial settlement are not allowed.
 - 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 Premium Fiber Line

- ¹ The reimbursements shall be calculated on the basis of the net monthly price of the respective service (relevant circuit pursuant to M1400 Service ID, e.g. Bern-Bern MF 1). If the guaranteed availability levels per service are not met, Table 1 below shall apply accordingly.

Annual availability	Reimbursement per year and service calculated on the basis of monthly recurring price (M)	
	Premium	
≥ 99.9%	None	
≥ 99.8 % and < 99.9 %	0.25 x M	
≥ 99.7 % and < 99.8 %	0.35 x M	
≥ 99.6 % and < 99.7%	0.50 x M	
> 99.5 % and < 99.6%	1.00 x M	
> 99.4 % and ≤ 99.5%	1.25 x M	
> 99.3 % and ≤ 99.4%	1.50 x M	
> 99.2 % and ≤ 99.3%	2.00 x M	
> 99.1 % and ≤ 99.2%	2.50 x M	
< 99.1 %	3.00 x M	

Table 1: Calculation of reimbursement per service if annual availability for the Fiber Line is not met