



CESAR²

SERVICE LEVELS

V 2.0 English

2016-02-01

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1. SERVICE LEVELS

1.1 Service Level	The Seller provides service levels SN0 - 99.5% on non-holiday weekdays, SN1 - 99.7% or SN2 - 99.9%. Service levels are applicable to products specified in the Service Specification. The Service level must always be stated.																	
1.1.1 SN 0 99.5%	<p>SN 0 - Service level 99.5% non-holiday weekday</p> <table border="1" data-bbox="416 607 1410 954"> <thead> <tr> <th>Service time</th> <th>Availability</th> <th>Time for Error report</th> <th>Troubleshooting started</th> <th>Troubleshooting closed</th> <th>Penalty fee for lack of action time</th> </tr> </thead> <tbody> <tr> <td>Non-holiday weekday 0700-1700</td> <td>99,5%</td> <td>Around the clock all days</td> <td>Within 4 hours Non-holiday weekday 07.00-17.00</td> <td>Within 12 hours Non-holiday weekday 07.00-17.00</td> <td>300 SEK plus 3% of the monthly fee per started hour past the agreed time commitment</td> </tr> </tbody> </table> <p>Status of troubleshooting and error handling are to be reported to the Buyer every 4 hours within troubleshooting time for SN0.</p>						Service time	Availability	Time for Error report	Troubleshooting started	Troubleshooting closed	Penalty fee for lack of action time	Non-holiday weekday 0700-1700	99,5%	Around the clock all days	Within 4 hours Non-holiday weekday 07.00-17.00	Within 12 hours Non-holiday weekday 07.00-17.00	300 SEK plus 3% of the monthly fee per started hour past the agreed time commitment
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1.1.2 SN 1 99.7%	<p>SN 1 - Service level 99.7%</p> <table border="1" data-bbox="416 1137 1410 1420"> <thead> <tr> <th>Service time</th> <th>Availability</th> <th>Time for Error report</th> <th>Troubleshooting started</th> <th>Troubleshooting closed</th> <th>Penalty fee for lack of action time</th> </tr> </thead> <tbody> <tr> <td>Around the clock all days</td> <td>99,7%</td> <td>Around the clock all days</td> <td>Within 4 hours around the clock all days</td> <td>Within 24 hours around the clock all days</td> <td>500 SEK plus 3% of the monthly fee per started hour past the agreed time commitment</td> </tr> </tbody> </table> <p>Status of troubleshooting and error handling are to be reported to the Buyer every 4 hours within troubleshooting time for SN1</p>						Service time	Availability	Time for Error report	Troubleshooting started	Troubleshooting closed	Penalty fee for lack of action time	Around the clock all days	99,7%	Around the clock all days	Within 4 hours around the clock all days	Within 24 hours around the clock all days	500 SEK plus 3% of the monthly fee per started hour past the agreed time commitment
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1.1.3 SN 2 99.9%	<p>SN 2 - Service level 99.9%</p> <table border="1" data-bbox="416 1608 1410 1955"> <thead> <tr> <th>Service time</th> <th>Availability</th> <th>Time for Error report</th> <th>Troubleshooting started</th> <th>Troubleshooting closed</th> <th>Penalty fee for lack of action time</th> </tr> </thead> <tbody> <tr> <td>Around the clock all days</td> <td>99,9%</td> <td>Around the clock all days</td> <td>Within 4 hours around the clock all days</td> <td>Within 8 hours around the clock all days</td> <td>1000 SEK plus 3% of the monthly fee per started hour past the agreed time commitment</td> </tr> </tbody> </table> <p>Status of troubleshooting and error handling are to be reported to the Buyer every hour within troubleshooting time for SN2</p>						Service time	Availability	Time for Error report	Troubleshooting started	Troubleshooting closed	Penalty fee for lack of action time	Around the clock all days	99,9%	Around the clock all days	Within 4 hours around the clock all days	Within 8 hours around the clock all days	1000 SEK plus 3% of the monthly fee per started hour past the agreed time commitment
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<p>1.2 Troubleshooting</p>	<p><i>Troubleshooting started</i> means that within the stated time period, after the time of the service request from the Buyer, staff will have actively started the troubleshooting and/or corrective maintenance</p>
<p>1.2.1</p>	<p><i>Troubleshooting completed</i> means that within the stated time period, after the time of the service request from the Buyer, errors should be rectified and the service operate according to the Service specification.</p>

2. PLANNED MAINTENANCE

<p>2.1 Service Window</p>	<p>The seller shall, within ten (10) working days in advance, inform the Buyer of any planned interruptions in the Service Window.</p>
	<p>Service Window is planned at a maximum of one (1) night during the period, Monday - Thursday between the hours. 00:00 and 06:00.</p>
	<p>There shall be Completion report after scheduled and performed maintenance at all times.</p>
<p>2.1.1</p>	<p>If the scheduled maintenance causes deviations from the original requirements of the applicable Service Specification, this must be agreed with the Buyer and a written report must be communicated to the Buyer before the Completion report (read above).</p>
<p>2.2 Dark fibre in power line</p>	<p>In case of planned interruption related to optical fiber transmission in the line construction, service time may be required during daytime, which the Buyer is aware of. This knowledge is delivered to the Buyer as soon as the Seller is aware of such interruption, no less than twenty (20) working days in advance.</p>
<p>2.2.1</p>	<p>The Buyer is given the opportunity to ensure redundancy and possibly announce affected customers. The Buyer shall, within two (2) working days, submit request to get the time for scheduled maintenance changed for cases where the availability of the service is very essential to the client or end customer business.</p>
<p>2.2.2</p>	<p>The Seller reserves the right to announce a new date outside of notified servicing at these times. All such communications from the Seller shall be sent by email to the person or function in accordance with the established contact list by the Buyer.</p>

3. AVAILABILITY AND TROUBLESHOOTING

3.1 Availability	The Seller guarantees different levels of Availability depending on service level chosen by the Buyer. The Availability is depending on what service time is stated for each Service level. The calculation of availability excludes time for scheduled maintenance noted in advance according with point 2, Scheduled Maintenance.
3.1.1	At the occurrence of error, unavailable time is measured from the time the Buyer makes the error report to the Seller, until the Seller has reported that the troubleshooting has been completed, to the Buyer, on condition that the error has been rectified and the service acts in accordance with the Service specification.
3.2 Calculation of availability	<p>Availability thereby calculated as follows:</p> $\text{Availability} = \frac{100 * (\text{measurement period} - \text{unplanned service})}{\text{Measurement Period}}$
3.3 Measurement Period	<p>Measurement period refers to the time the Seller undertakes to perform the troubleshooting during service time according to the agreed Service level. The following points are not included in the calculation of Availability:</p> <ul style="list-style-type: none"> • Inaccessibility caused by scheduled maintenance (normally carried out outside of the time periods followed by contracted Service Level or according to agreement) • Inaccessibility caused by an act or omission by the Buyer or anyone the Buyer is responsible for • Inaccessibility caused by force majeure
3.4 Started troubleshooting	At the occurrence of Error, the Seller will start the Troubleshooting as soon as possible, but no later than, under this Annex specified times for the different Service Levels. The Seller guarantees Errors to be corrected within specified times in this Annex for the different Service levels.

4. PENALTY FEE

<p>4.1 Penalty fee for exceeded repair time</p>	<p>Penalty fee will be charged if Error is caused by circumstances the Seller is responsible for and has not been corrected within the significant Service Levels. The penalty fee is charged by the amount equal to stated data in Service Level 0,1 and 2 in the tables given percentage in paragraph 1 of the current Service for every started hour in addition to given time for Error correction until Troubleshooting is complete. Penalty amount for single Errors shall not in any case exceed 75 % of a quarterly fee. If the calculated penalty amount, minus SEK 300, SEK 500 and SEK 1000, exceed 75 % of the quarterly fee, the Customer has a right to terminate the Service immediately and will not be able to claim further compensation. The Buyer will invoke penalty payment.</p>								
<p>4.2 Penalty fee lack of availability</p>	<p>If agreed Availability has not been maintained at the end of the measure period, a penalty fee will be charged with a percentage according to the following tables of the measurement period charged monthly fees, for current Service (hereinafter referred to as the "annual fee"). The Buyer will invoke penalty payment.</p>								
<p>4.2.1</p>	<p>SN 0 - Service level 99.5% non-holiday weekday</p> <table border="1" data-bbox="577 1294 1150 1581"> <thead> <tr> <th data-bbox="577 1294 786 1368">Availability</th> <th data-bbox="786 1294 1150 1368">Penalty fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="577 1368 786 1442">< 99.5 %</td> <td data-bbox="786 1368 1150 1442">1 % of the annual fee</td> </tr> <tr> <td data-bbox="577 1442 786 1516">< 99.4 %</td> <td data-bbox="786 1442 1150 1516">3 % of the annual fee</td> </tr> <tr> <td data-bbox="577 1516 786 1581">< 99.3 %</td> <td data-bbox="786 1516 1150 1581">5 % of the annual fee</td> </tr> </tbody> </table>	Availability	Penalty fee	< 99.5 %	1 % of the annual fee	< 99.4 %	3 % of the annual fee	< 99.3 %	5 % of the annual fee
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<p>4.2.2</p>	<p>SN 1 - Service level 99.7%</p> <table border="1" data-bbox="577 333 1150 622"> <thead> <tr> <th data-bbox="577 333 786 405">Availability</th> <th data-bbox="786 333 1150 405">Penalty fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="577 405 786 477">< 99.7 %</td> <td data-bbox="786 405 1150 477">1 % of the annual fee</td> </tr> <tr> <td data-bbox="577 477 786 548">< 99.6 %</td> <td data-bbox="786 477 1150 548">3 % of the annual fee</td> </tr> <tr> <td data-bbox="577 548 786 622">< 99.5 %</td> <td data-bbox="786 548 1150 622">5 % of the annual fee</td> </tr> </tbody> </table>	Availability	Penalty fee	< 99.7 %	1 % of the annual fee	< 99.6 %	3 % of the annual fee	< 99.5 %	5 % of the annual fee
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<p>4.2.3</p>	<p>SN 2 - Service level 99.9%</p> <table border="1" data-bbox="577 701 1150 992"> <thead> <tr> <th data-bbox="577 701 786 772">Availability</th> <th data-bbox="786 701 1150 772">Penalty fee</th> </tr> </thead> <tbody> <tr> <td data-bbox="577 772 786 844">< 99.9 %</td> <td data-bbox="786 772 1150 844">1 % of the annual fee</td> </tr> <tr> <td data-bbox="577 844 786 916">< 99.8 %</td> <td data-bbox="786 844 1150 916">3 % of the annual fee</td> </tr> <tr> <td data-bbox="577 916 786 992">< 99.7 %</td> <td data-bbox="786 916 1150 992">5 % of the annual fee</td> </tr> </tbody> </table>	Availability	Penalty fee	< 99.9 %	1 % of the annual fee	< 99.8 %	3 % of the annual fee	< 99.7 %	5 % of the annual fee
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<p>4.2.4</p>	<p>If the calculated total amount of penalty reaches the penalty maximum amount, the Buyer owns the right to terminate the Service with immediate action whereby the Buyer is not required to pay additional compensation..</p>								

5 REVISION NOTES

Rev.nr	Date	Sign	Description
2.0	151022	JP	Introduced revision history
2.0	151022	JP	Correction 4.1 where 300 kr for SN0 not included.
2.0	151022	JP	Corrected so that service levels can be applied to products other than Leased Lines. Eg Co-location.
2.0	151027	JP	SN0 corrected from 99.6% to 99.5%. Argument: One (1) failure of the Leased Line during the period (1 year) can be without breaking the availability period. At 99.6%, this does not work when 9.6h is maximum availability and fault repair is 12hr. At 99.5%, the maximum availability 13.02h the period and then correlates the service level with the SN1 and SN2 is set to measure time.