

Annex [--] – Service Levels & Service Credit

Table of Contents

Annex [--] – Service Levels & Service Credit	1
SECTION 1: SERVICE LEVELS (SLAs)	2
1. Service Assurance (per Operations Manual)	2
2. Service Levels for Products comprising Connections	2
2.1. Service Level Values	2
3. Service Level Exclusions	3
SECTION 2: SERVICE CREDITS	4
4. Service credit defined here shall be applicable only if:	5
7. Product-Specific SLAs	6

SECTION 1: SERVICE LEVELS (SLAs)

1. SERVICE ASSURANCE (PER OPERATIONS MANUAL)

1.1. Fault Repair Time (FRT)

Fault Repair Time period of time between the instant when the fault is reported and the instant when the fault repair is completed, and the service is fully functional.

1.2. Fault Repair Time = t (fault repair completed) – t (fault reported)
Service Availability is the measure of the degree to which the Connection under the Agreement is operable and not in a state of Outage at any point of time measured from the time each Outage is either reported by the Customer or detected by QNBN to the time QNBN confirms in good faith that the service is restored. It measures the total downtime of the Connection under the agreement over a calendar quarter (January to March, April to June, July to September and October to December, and not on a rolling basis). This excludes Outage incidents where QNBN is prevented or restricted from restoring the service owing to matters that are not within QNBN responsibilities as specifically set out in this Agreement.

1.3. Service Availability shall be determined as follows:

$$\{(A - B) / A\} * 100\%$$

Where:

A = Total minutes available in a specific quarter for the Connection under this Agreement; and

B = Total minutes of Outage in that specific quarter for the Connection.

2. Service Levels for Products comprising Connections.

2.1. SERVICE LEVEL VALUES

2.1.1. The Service Levels for the Products are listed in the table below:

QoS Regulations Ref:	Parameter	Measure and measurement method	Minimum obligation	QoS
	Supply Time (ST)	Percentage of end to end connections (which	95%	

Fixed Line-Voice/Broadband-R5		excludes the in-building connection at a customer's premise for PON) achieved within 10 working days of receipt of a valid order or by the date agreed with the customer for point to point connections.	
Fixed Line-Voice/Broadband-R6	Fault repair time	Less than 24 working hours Less than 48 working hours	90% 99%

3. Service Level Exclusions

a) The Service Levels shall not apply in the following circumstances:

- a) An Excused Outage event which means any Outage which a consequence of is:
 - i. Scheduled Maintenance on the relevant or affected part of the QNBN Network (but only for the duration of the works specified in the planned maintenance notice);
 - ii. A fault owing its existence to a fault within the Customer's Network and not to any matters pertaining to QNBN Network.
 - iii. the default or negligence of the Customer, its employees, agents or suppliers.
- b) Trouble tickets opened for services where the customer did not sign a commercial agreement/contract for that particular service.
- c) the connection is disconnected and / or reconnected by reason of it being suspended under the terms and conditions of agreement with the Customer, except where the suspension is due to QNBN's fault.
- d) any time where delay in restoration or troubleshooting has been caused by the Customer or the End-User shall be removed from the final SLA calculation.
- e) the occurrence or the consequences of a Force Majeure Event which means an extraordinary event or circumstance beyond the reasonable control of the affected Party (other than an obligation to make a payment), including without limitation:

Annex [---] SLAs and Service Credits

- i. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage or terrorism or threat thereof.
 - ii. any act of state or other exercise of sovereign, judicial or executive prerogative by any competent Government Authority; and
 - iii. any act of God, including but not limited to lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tsunami, whirlwind, storm or other extreme adverse weather conditions but excluding any industrial dispute relating to the Customer;
- f) the denial of any requisite license, permission or other right of access to QNBN where QNBN has taken reasonable steps to obtain such license, permission or right of access;
 - g) any building, site or premises becoming hazardous to health and safety, or falling in unsafe working condition or in any other inadequate or deficient state which prevents the carrying of any works thereat consistent with good engineering practices, and which does not constitute a force majeure event;
 - h) any non-availability, fault in or failure to repair any equipment or facility owned, managed or operated by a third party which is required or used in the provision of the connections;
 - i) QNBN is unable to fulfil its obligations under Customer agreement as a result of its compliance with the requirements of applicable law but only to the extent that such compliance is directly relevant to the fulfilment of its obligations under Customer agreement;
 - j) any time taken to carry out a project study and then to provision additional capacity for the Point-to-Point or CO-to-CO Connections will be excluded from the KPIs calculations;
 - k) any failure of or non-compliance by any Customer of its obligations or good engineering practices,
 - l) any outages for which the Customer has not reported an outage by raising a TT in accordance with the relative operations manual with the Customer except where QNBN has actual knowledge of any such outage;
 - m) QNBN is required to carry out fiber diversion at the request of the Government agencies, private developers or other relevant parties.

SECTION 2: SERVICE CREDITS

4. Service credit defined here shall be applicable only if:

- a) QNBN fails to achieve the Fault Repair Time (FRT) targeted availability which is defined above.
- b) QNBN fails to fulfill the Supply Time as defined above. The Supply Time defined above is applicable only to the customer orders received against Ready for Service (RFS) premise/building. For cases where network deployment is needed to make the building RFS are excluded and shall be included only when the deployment is completed, and the building has been declared as RFS.

5. If QNBN fails to meet a service level, deduction from the monthly charges for the relevant month as given in the below table shall be accredited to the customer account and shall be deducted from the invoice of the next month.

Service Outage	Percent of MRC Amount Credited*
0 to 2 hours after FRT	5%
2 to 4 hours after FRT	10%
4 to 8 hours after FRT	15%
More than 8 Hours FRT	20%

* For avoidance of doubt, service credit will be applicable only to specific connections that were impacted during the service outage.

6. The Compensation linked to FRT will be relevant in the diverse scenarios described hereafter.

- a) Automatic Compensation with No Customer Interference: if QNBN, using its Remote Fiber Test System (RFTS) and without being notified by the customer, detects a fault, then QNBN shall create a trouble ticket on behalf of customers. If the restoration time of such fault goes beyond the prescribed FRT, the relevant compensation will be applied.
- b) Customer-Initiated Trouble Tickets with QNBN: Customers are responsible for reporting faults directly to the QNBN NOC using the QNBN Trouble Ticket Management system ("TT Web portal") or any other agreed-upon communication method. It's important to note that QNBN, being a dark fiber passive service provider, does not monitor customer traffic. Consequently, customers are required to report any identified faults using their own monitoring tools or network management systems.
- c) Full or Partial Fault Impact: In the event of a fault reported in either scenario a or b, resulting in complete or partial impact on the customer services,

compensation will be applied in accordance with the terms specified in the customer's commercial contract.

In all the above scenarios, QNBN will use the time stamps recorded in its trouble ticket management system for the calculation of SLA adherence and compensation.

Supply time: In the event of a delay in service supply time, the following compensation scheme shall be applicable:

Days of delay after the ST SLA (10 days for 95% of cases)	Compensation (additional days free of charges)
1	5
2	10
3	15
4	20
5	25
Beyond 5	30

7. Product-Specific SLAs

For avoidance of doubt, this document provides only the standard SLAs, as prescribed in QNBN License. These standard SLAs shall be applicable only if there are no product-specific SLAs prescribed for each Product availed by the Customer in the Sub-frame Agreement signed between the Customer and QNBN.
