Service Level Agreement

B2B Telecommunication Products
(SLA BUSINESS)

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Reference to gender-neutral formulations: In order to improve legibility, this legal document intentionally refrains from adopting any gender-specific differentiations. All references to individuals apply similarly to all genders (male, female and non-binary).
We would like to emphasise that equality and inclusion are important issues for us. The style employed in this document is solely aimed at linguistic simplification and does not imply any judgement or exclusion.

1. About Wien Energie and telecommunication products

Wien Energie GmbH (hereinafter referred to as Wien Energie) is Austria's largest energy service provider and ensures that the city of Vienna and the surrounding areas are reliably supplied with electrical power, natural gas, district heating and telecommunication services around the clock.

Wien Energie began laying fibre optic cables as early as 1983. The products based on these cables are offered to business customers. Besides the municipal service provider Wiener Stadtwerke, customers include nearly all leading telecommunication and internet providers in Vienna.

2. Scope of validity

This service level agreement (hereinafter SLA) applies to all products which are explicitly included in the relevant specifications (*Leistungsbeschreibungen*) or if it has been offered to customers by Wien Energie. This SLA applies exclusively to business-to-business (B2B) agreements as defined by Article 1 of the Austrian Consumer Protection Act (*KSchG*).

3. SLA classes

3.1 SLA classes of key telecommunication products

Customers can select between the SLA classes Basic, Standard, and Advanced. Unless otherwise agreed, the Standard SLA class applies. Only the SLA class Basic is available in connection with wireless-based IoT products.

	Basic	**Standard**	**Advanced**
Support times	Mon. - Fri. (workdays) 08:00 - 18:00	Mon. - Fri. (workdays) 07:30 - 20:00 and Sat. (workdays) 07:30 - 18:00	Mon. - Sun. 00:00 - 24:00, 365 (366) days a year
Troubleshooting	Reactive	Reactive	Proactive [2)]
Response time	3 hours	2 hours	1 hour
Time to resolution	Not available	12 hours	6 hours
Availability per quarter	99.0% [1)]	99.0%	99.9%
Service time	Mon. - Sun. 07:30 - 22:00, 365 (366) days a year	Mon. - Sun. 00:00 - 24:00, 365 (366) days a year	Mon. - Sun. 00:00 - 24:00, 365 (366) days a year
Observation period	Per quarter	Per quarter	Per quarter

Table 1: SLA classes of key telecommunication products

[1)] This covers those components and systems (server backend, web-based GUI, interfaces, etc.) required to provide the service in addition to cable-based network components within the sphere of influence and under the control of Wien Energie. This excludes data transmission via wireless interfaces.

[2)] Proactive troubleshooting does not apply to products without customer premises equipment (CPE) located at

the customer site.

3.2 SLA classes for add-on telecommunication products (BUSINESS Add-Ons)

BUSINESS add-ons are essentially covered by the SLA associated with the relevant BUSINESS INTERNET product selected.

3.2.1 BUSINESS 5G BACKUP

In the case of the add-on product BUSINESS 5G BACKUP, the scope of validity of the existing SLA differs from the 2/3 layer connection of BUSINESS INTERNET by being based exclusively on the availability of the layer 3 service, regardless of the routing of the IP service selected at the relevant point in time. As a result, the routing and the IP service are regarded as a complete service.

3.2.2 BUSINESS MANAGED WLAN

A differentiation is made between wireless and cable-based connections. Wireless connections (WLAN) and access points are excluded from any SLAs. Any efforts to address/resolve disruptions are based on the best-effort principle. The SLAs selected in connection with the BUSINESS INTERNET package apply to cable-based connections and network infrastructure.

4. Definition of terms and visual representation of response time and time to resolution

The following chart illustrates the definition of response and resolution times.

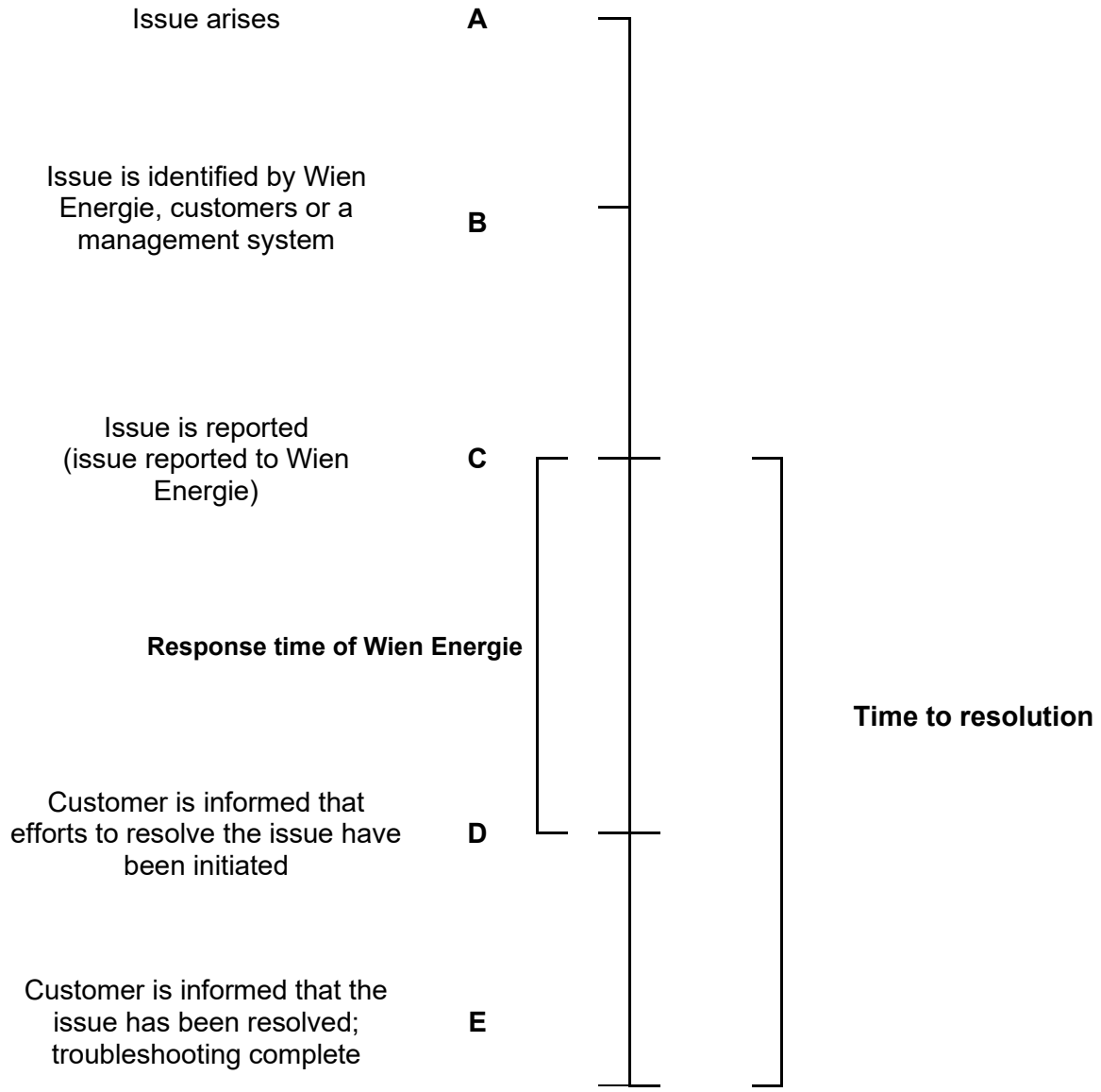


Illustration 1: Response time and time to resolution

4.1 Support times

The support times refer to those periods within which Wien Energie is required to attempt to resolve any issues arising. Times other than the defined support times are not included in the calculation of service availability and are not included in the time to resolution. At the request of the customer, issues can be addressed during periods other than the defined support times, albeit subject to additional charges. In such cases, it is hereby agreed that the invoicing of these services shall be based on the relevant hourly charges for special services (*Sonderleistungen*).

4.2 Issues

An issue refers to any service which is inadequate as defined by the legal agreement between Wien Energie and the customer.

It is explicitly clarified in this context that issues caused by the customer or parties acting on behalf of the same (e.g. equipment and/or connections made available by the customer, inadequate hardware backups prior to interventions by third parties or in the event of modifications to the network design undertaken by the customer or parties acting on behalf of the same, e.g. modifications to the technical parameters for the connection cable, etc.) shall be not regarded as issues in the context of this SLA and shall therefore only be addressed by Wien Energie subject to separate agreement and remuneration.

Wien Energie shall only be liable for the actual resolution of any issues in as far as the resolution of the issue arising can be undertaken by Wien Energie applying commensurate expense and commercially reasonable efforts. Other than the above, Wien Energie shall not be liable to the customer with regard to culpable claims for compensation as defined by Section 15.

Should the defined use of a service by the customer be dependent on access by the service to a cellular network operated by a third party and in the event of the non-availability of the cellular networks operated by A1, Magenta, and Drei which, as a result, cannot be compensated by the last sentence of Section 12.2 of the IoT general terms and conditions (*AGB*), then the customer shall be entitled to a price reduction as defined by Section 15. Deviating from Section 5, the time period of the total non-availability of the cellular networks of all available providers in this case shall be taken into account in assessing the availability of the service. No further claims asserted by the customer will be recognised.

Issues attributable or related to service components and/or systems which are not provided by Wien Energie and/or which are not within the sphere of control of Wien Energie are not otherwise covered by this SLA. Wien Energie shall not accept any liability for such issues affecting a service.

In the event that the customer has connected service components and/or systems – in as far as these are covered by the liability of Wien Energie under this SLA – to its own hardware (e.g. by installing these in vehicles or the like) and the resolution of an issue is only possible after deinstalling the same, then the customer shall perform such deinstallation work at its own expense in order to enable Wien Energie to provide its agreed services.

4.3 Troubleshooting

The nature of the issue (reactive or proactive) determines how the issue is to be reported. In the case of troubleshooting reactive issues, Wien Energie will generate a trouble ticket as soon as the customer reports the issue to the Network Operation Center (NOC). In the case of troubleshooting proactive issues, Wien Energie will itself generate a trouble ticket without delay as soon as an issue (deviation from normal status) affecting the customer occurs and is identified.

4.4 Response time [time period C to D]

This is the period of time between reporting the issue and the information that efforts to resolve the issue have been initiated.

4.5 Time to resolution [time period C to E]

The time to resolution [time period from C to E] is the period of time between the reporting of an issue to Wien Energie and the resolution of this issue by Wien Energie. If no specific time to resolution has

been defined, it is hereby agreed that this shall be a reasonable period of time amounting to at least 14 days. This shall have no bearing on Section 4.2, second paragraph.

4.6 Availability

The availability of the service shall be considered to be that period of time in which the service affected is actually available and fully operational (as defined by this SLA) during the relevant observation period. Availability is calculated applying the formula set out under Section 12 and is expressed as a percentage.

The availability of a service is to be determined overall taking into account all of the individual agreements concluded between Wien Energie and the customer in connection with the relevant service.

4.7 Service time

The service time is the period of time in which the relevant service should be available to the customer as defined. The network will be monitored by Wien Energie's Network Operation Center (NOC) during this period. Any issues arising during the service time can have an influence on the availability of the service as defined by this SLA and may require Wien Energie to address the relevant issue in accordance with and subject to the remaining terms of this SLA.

4.8 Observation period

The first observation period shall commence on the actual implementation date as defined by the relevant completion notice and shall extend until the last day of the relevant calendar quarter. If the actual implementation date does not correspond to the beginning or end of a quarter, then the availability of the service during the time period in which this was not provided shall be assumed to have been 100%.

5. Downtime

The following periods shall not be taken into account when determining the time to resolution [time period C to E] and shall not have a negative impact on the availability of a service:

- Periods other than those covered by the agreed support times and/or service times;
- Periods during the performance of scheduled activities undertaken jointly by Wien Energie and the customer (e.g. network switchovers, service modifications, IP address range changes, etc.) which would result in a deterioration of availability or prolongation of the time to resolution;
- Periods of scheduled maintenance;
- Periods during which the relevant issue is the result of *force majeure* (as defined in the IoT general terms and conditions) or due to which the resolution of the issue is hampered by such events;
- Periods during which the resolution of the issue is delayed on grounds attributable or accountable to the customer or other parties acting on behalf of the same or otherwise not attributable to Wien Energie – irrespective of any culpability (e.g. the customer cannot be reached, no access possible to key facilities, etc.);
- Periods during which issues are reported by personnel of the customer who are not adequately qualified or not appropriately authorised or in the event of reported issues which are not accompanied by the necessary minimum level of information as defined by Section 6.

6. Reporting issues

Wien Energie Telekommunikation's point of contact for reporting issues, the Network Operation Center or NOC, is reachable from Monday 00:00 until Sunday 24:00, 365 (366) days a year, and is responsible for the following:

- This is the first point of contact for customers in the event of technical issues and requests.
- It coordinates the resolution of the issue and issues appropriate trouble tickets.
- It remains in contact with the customer while the issue is resolved.
- It escalates issues if required.

The resolution of issues by Wien Energie is dependent on the customer providing Wien Energie with certain minimum levels of information:

- The name of the service affected
- Connection and/or service number(s)
- A description of the issue: e.g. outage, interruptions, the results of efforts to localize the issue
- A customer contact person
- The telephone number and email address of the customer contact person

Only issues which are reported in accordance with the terms of this section (Section 6), have already been localised by suitably qualified customer personnel, and identified as an issue relating to the service will subsequently be processed. Unsuccessful or wasted attempts to resolve an issue undertaken by Wien Energie as a result of incorrectly localised or described issues reported on the part of the customer shall entitle Wien Energie to invoice the work performed and travel time in accordance with and at the agreed hourly rates defined under the relevant remuneration conditions set out in the special services (*Sonderleistungen*).

Once an issue has been resolved [E] (and in as far as this is warranted under the terms of this SLA), the customer shall be informed accordingly by Wien Energie (cause and date/time that the issue was resolved).

7. Configuration changes

Configuration changes are possible during the operating hours of the Network Operation Center (NOC), which are Mon. – Fri., 07:30 - 15:30.

In the event of an exceptionally high number of configuration changes requested by the customer, we shall be permitted to invoice the time required.

8. Contact details

The service number for reporting issues to the Network Operation Center (NOC, single point of contact by telephone and email):

Tel.: +43 1 4004 81581
Email: noc@wienenergie.at

9. Competent contact person (escalation levels)

Escalation level	Contact(s)	Availability
Level 0	Network Operation Center (NOC) employee(s)	Mon. - Sun. 00:00 - 24:00
Four hours after the opening of an issue ticket[1)]		
Level 1	Manager on duty	Mon. - Sun. 00:00 - 24:00
It is possible to escalate to Level 2 after the agreed time to resolution has been exceeded		
Level 2	Head of NOC	Mon. - Fri. 08:00 - 17:00
It is possible to escalate to Level 3 after more than double the agreed time to resolution has passed		
Level 3	Wien Energie Telecommunications, Construction and Operations Manager	Mon. - Fri. 08:00 - 17:00
It is possible to escalate to Level 4 after more than triple the agreed time to resolution has passed		
Level 4	Wien Energie Business Unit Manager	Mon. - Fri. 08:00 - 17:00

Table 3: Escalation matrix

1) The initiation of the first escalation level automatically triggers the subsequent escalation chain at Wien Energie.

10. Access to Wien Energie hardware at the customer site

In order to perform maintenance work and/or resolve issues, Wien Energie and any third parties appointed by the same are to be granted access to all the relevant premises at the customer site at any time for the purposes of resolving the issue. In the event that access is not granted, the resulting delays shall not be included in the calculation of the availability and the time to resolution (refer here to Section 5 Downtime).

11. Maintenance / maintenance windows

Maintenance work will be coordinated by the Wien Energie's NOC. Maintenance work which causes downtime (service interruptions) will be performed during the agreed maintenance window.

Only in exceptional cases, when it is not otherwise possible for technical reasons, is it permitted to perform maintenance work involving downtime other than during the maintenance window. This is to be defined jointly with the customer by mutual agreement and well in advance. Whenever possible, Wien Energie will take customer requests into account.

Maintenance notification:
By email at least ten workdays prior to performing the maintenance work.

Maintenance window:
Monday to Sunday, 22:00 until 06:00.

12. SLA report

At the request of the customer, Wien Energie shall provide an SLA report which contains the relevant information for assessing the achievement of the SLA targets during the relevant observation period.

13. Calculation of availability

The data provided (time stamp of the trouble ticket) by Wien Energie shall form the basis for calculating service availability. The availability of the relevant service is calculated as follows:

$$Verfügbarkeit = \left(1 - \frac{Störungsbeseitigungszeit\ im\ Beobachtungszeitraum\ abzüglich\ suspendierter\ Zeiten}{gesamte\ Supportzeit\ im\ Beobachtungszeitraum} \right) \times 100\%$$

14. Price reduction if agreed availability level is not attained

In the event of the availability target of a service defined in accordance with Section 3 not being met, Wien Energie shall grant the following price reduction irrespective of culpability:

For every 0.1% below the agreed service availability level related to the relevant service during the observation period, the price reduction shall amount to 1% of all monthly charges which Wien Energie is entitled to invoice the customer with regard to the relevant service during the observation period related to all individual agreements covered, up to a maximum of 40% of these charges.

Demands for a price reduction must be made to Wien Energie in writing within one month of the end of the relevant observation period or shall otherwise expire.

The relevant price reduction will be deducted from the next invoice sent to the customer in the form of a credit note.

15. Legal consequences of agreed response and resolution times being exceeded

In the event of an agreed response or resolution time not being complied with despite Wien Energie being responsible for the successful resolution of the issue within the relevant deadline, it can be assumed that this relates to a failure on the part of Wien Energie to perform its services in terms of non-compliance with its obligation to respond and resolve issues in a timely manner. In this context, the customer may elect to assert primary remedies for warranty breaches and claim compensation pursuant to general principles of civil law in the event of Wien Energie failing to comply.

Price reductions granted shall be offset against any claims for compensation asserted by the customer.

16. Exclusivity of judicial remedies

In as far as not contrary to any mandatory legal provisions, the terms set out under Sections 14 and 15 shall exclude any further claims and remedies on the part of the customer in the event of any service disruptions.