

Service Level Agreement blizznet

Version: 3.4

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1. About Wien Energie and blizznet

Wien Energie is Austria's largest energy services company and ensures that the city of Vienna and its surroundings are supplied with electricity, natural gas, district heating and telecommunications services around the clock.

Wien Energie began laying fibre optic cables back in 1983. Today, products based on this are offered under the blizznet brand. In addition to Wiener Stadtwerke and the municipality of Vienna, customers include almost all leading telecoms and internet companies in Vienna.

2. Scope

This SLA applies to all products that are explicitly included according to the respective service description or that were offered to the customer by Wien Energie. This SLA applies exclusively to agreements with entrepreneurs within the meaning of § 1 KSchG.

3. SLA classes

The customer can choose between the SLA classes Basic, Standard and Advanced. Unless otherwise agreed, the Standard SLA class shall apply. Only the Basic SLA class is available for radio-based IoT products.

	Basic	Standard	Advanced
Support times	Mon.-Fri. (weekdays) 8:00 – 18:00	Mon.-Fri. (weekdays) 7:30 – 20:00 and Sat. (weekdays) 7:30 – 18:00	Mon.-Sun. 0:00 – 24:00 365 (366) days a year
Fault processing	Reactive	Reactive	Proactive
Response time	3 hours	2 hours	1 hour
Fault rectification time	Not available	12 hours	6 hours
Availability per quarter	99.0% *	99.0%	99.9%
Service hours	Mon.-Sun. 7:30 – 22:00 365 (366) days a year	Mon.-Sun. 0:00 – 24:00 365 (366) days a year	Mon.-Sun. 0:00 – 24:00 365 (366) days a year
Observation period	per quarter	per quarter	per quarter

Table 1: SLA classes

* Included are the service components and systems (server backend, web GUI, interfaces, etc.) as well as wired network components under the sovereignty and control of Wien Energie GmbH that are necessary for the provision of services. This excludes data transmission via air interface.

4. Definitions of terms and graphical representation of response and fault rectification times

The following diagram illustrates the definition of response and fault rectification time.

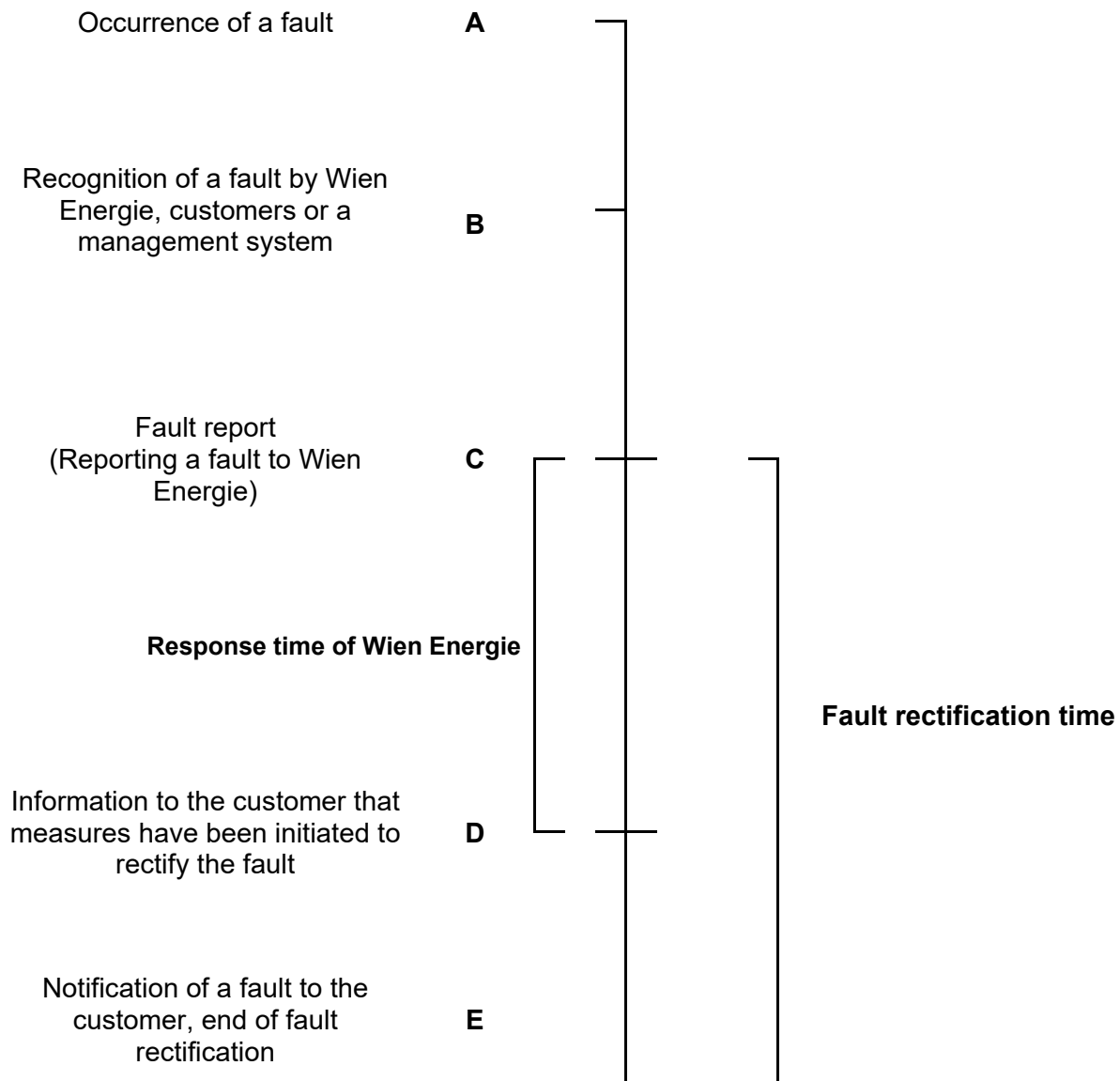


Figure 1: Illustration of response and fault rectification time

4.1 Support times

The support times are the period during which Wien Energie has to endeavour to rectify a fault. Times outside the support times are not included in the calculation of availability and interrupt the fault rectification time. At the customer's request, the fault can also be processed outside support hours for a fee. In this case, the services provided shall be invoiced on an hourly basis in accordance with the relevant 'Special services' terms and conditions of payment.

4.2 Fault

Fault refers to any condition of the service that leads to a defect in the service within the meaning of the contractual agreement between Wien Energie and the customer.

It is expressly clarified that faults caused by the customer or persons attributable to the customer (e.g. by equipment and/or connections provided by the customer, by inadequate protection of hardware against access by unauthorised third parties or if the customer or a person attributable to the customer makes changes to the network design, e.g. changes to the technical parameters for the connection line, etc.) are not considered faults within the meaning of this SLA and are therefore only processed by Wien Energie against separate agreement and remuneration.

Wien Energie shall only be liable for the actual rectification of a fault that has occurred insofar as Wien Energie is able to rectify the fault by making reasonable and commercially reasonable efforts. Otherwise, fault-based claims for damages by the customer against Wien Energie within the meaning of item 14 shall not be considered.

If the agreed use of a service by the customer requires access of the service to a mobile network of a third-party provider and if there is a failure of the available mobile networks of A1, Magenta and Drei, which therefore cannot be compensated for in accordance with item 12.2, last sentence, of the IoT GTCs, the customer is entitled to a price reduction in accordance with item 14. The period of total outage of the mobile network of all available providers shall be taken into account – in deviation from item 5 – for the assessment of the availability of the service. Further claims by the customer are excluded.

Faults that originate from service components or systems or affect service components or systems that were not provided by Wien Energie and/or are not under the control of Wien Energie are not covered by this SLA. Wien Energie shall not be liable for such faults of a service.

If the customer has connected service components or systems – insofar as they are covered by Wien Energie's liability under this SLA – to its own hardware (e.g. by fully integrating them into vehicles or similar) and if fault processing is only possible after prior removal, the customer must carry out the removal at its own expense in order to enable Wien Energie to fulfil its obligations.

4.3 Fault processing

The type of fault processing (reactive or proactive) determines how the fault is reported. In the case of reactive fault processing, Wien Energie creates a fault report (trouble ticket) as soon as the customer reports the fault to the Network Operation Centre (NOC). In the case of proactive fault processing, Wien Energie itself immediately creates a trouble ticket as soon as a deviation from the normal state of the network affecting the customer occurs and is recognised.

4.4 Response time [time period C to D]

This is the time between the fault report and the information that measures have been initiated to rectify the fault.

4.5 Fault rectification time [time period C to E]

The fault rectification time [time period C to E] is the time between the reporting of a fault to Wien Energie and the notification that Wien Energie has rectified the fault. If no specific fault rectification time is specified, a reasonable period of at least 14 days shall be deemed to have been agreed. Item 4.2, second paragraph, remains unaffected.

4.6 Availability

Availability of the service shall be understood to mean the period during which the affected service is actually operationally available without restriction (within the meaning of this SLA) during the respective observation period. Availability is calculated according to the formula in item 12 and expressed as a percentage.

The availability of a service shall be determined as a whole, taking into account all individual contracts concluded between Wien Energie and the customer in relation to the respective service.

4.7 Service hours

Service time is the period during which the relevant service is to be available to the customer as scheduled. During this period, the network is monitored by Wien Energie's Network Operation Centre (NOC). Faults occurring during the service period may affect the availability of the service within the meaning of this SLA and may oblige Wien Energie to process the respective fault, in each case in accordance with and subject to the further provisions of this SLA.

4.8 Observation period

The first observation period begins on the actual realisation date according to the relevant completion notification and lasts until the last day of the month of the respective calendar quarter. If the actual realisation date does not coincide with the start or end of the quarter, an availability of 100% is assumed for the period in which the service was not provided.

5. Suspended periods

The following periods are not to be taken into account when determining the fault rectification time [period C to E] and do not have a negative effect on the availability of a service:

- Periods outside the agreed support times and/or service times;
- Periods during which activities planned jointly between Wien Energie and the customer are carried out (e.g. network switchovers, service changes, IP address range changes, etc.) that would result in a deterioration in availability or an extension of the fault rectification time;
- Periods of planned maintenance;
- Periods during which the fault in question is caused by force majeure events (as defined in the IoT GTCs) or during which troubleshooting is hindered by such events;
- Periods during which fault rectification is delayed due to circumstances caused by the customer or persons attributable to the customer or other parties other than Wien Energie – irrespective of any fault on their part – or for which they are responsible (e.g. unavailability of the customer, no access to essential facilities, etc.);
- Periods in which fault reports are submitted by unqualified or unauthorised personnel of the customer or are not submitted with the necessary minimum information in accordance with item 6.

6. Fault report

The Network Operation Centre (NOC) of Wien Energie Telekommunikation is available from Monday to Sunday, 00:00 – 24:00, 365 (366) days a year and is responsible for the following:

- It is the first point of contact for customers in the event of technical enquiries.
- It coordinates problem processing and creates the corresponding trouble tickets.
- It remains in contact with the customer during fault processing.
- It escalates problems in the event of an incident.

Fault processing by Wien Energie requires the following minimum information from the customer to Wien Energie:

- Name of the affected service
- Line or service number(s)
- Description of the fault: e.g. outage, interruptions, results of the attempt to localise the problem
- Customer contact person
- Telephone number and e-mail address of the customer's contact person

Only fault reports that have been reported in accordance with the provisions of this item 6 and have already been localised and identified as a service fault by the customer's qualified specialist personnel will be processed. In the event of Wien Energie's incorrect deployment due to incorrectly localised or incorrectly described fault reports from the customer, Wien Energie is entitled to charge for the services incurred on a time and material basis, including travel time, in accordance with the hourly rates agreed in the relevant 'Special services' terms and conditions of payment.

Once the fault has been rectified [E] (insofar as this is owed in accordance with the provisions of this SLA), the customer will in any case be informed by Wien Energie (cause, date/time end of fault).

7. Contact information

Service number for reporting faults to the Network Operation Centre (single point of contact telephone and email address):

+43 1 4004 81581

noc@wienenergie.at

8. Responsible contact person (escalation levels)

Level	Wien Energie	Customer
Standard contact	NOC employee	IT employee
<i>After exceeding the agreed fault rectification time Escalation to level 1 possible</i>		
Escalation level 1	NOC manager	IT manager
<i>After exceeding twice the agreed fault rectification time Escalation to level 2 possible</i>		
Escalation level 2	Wien Energie TK, Head of Installation & Operation Department	Head of IT/Telecommunications
<i>After exceeding three times the agreed fault rectification time Escalation to level 3 possible</i>		
Escalation level 3	Wien Energie Business Area Manager	Managing Director, Head of Department

9. Access to Wien Energie's technical facilities at the customer site

Wien Energie and its authorised third parties must be granted access at all times to all facilities relevant to fault processing at the customer's site in order to carry out maintenance work or rectify faults. If access is not granted, the resulting delays will not be included in the availability and fault rectification time (see item 5, 'Suspended times').

10. Maintenance/maintenance window

The execution of maintenance measures is coordinated by Wien Energie NOC. Maintenance measures that cause service interruptions are carried out during the agreed maintenance window.

Only in exceptional cases, if this is not otherwise possible for technical reasons, may a maintenance measure with a service interruption be carried out outside the maintenance window. This must be agreed with the customer in good time in advance. Wien Energie will take the customer's wishes into account wherever possible.

Maintenance notification:

By e-mail at least 10 working days before the maintenance work is carried out.

Maintenance window:

Monday to Sunday, 22:00 to 06:00.

11. SLA report

At the customer's request, Wien Energie will provide them with an SLA report containing the information relevant for assessing the achievement of the SLA targets for the observation period concerned.

12. Calculation of availability

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

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

13. Price reduction if the agreed availability is not achieved

In the event of any failure to achieve the target value for the availability of a service defined in accordance with item 3, Wien Energie shall grant the following price reduction regardless of fault:

For each full 0.1% by which the agreed availability target value of the respective service is not reached during the observation period, the price reduction shall amount to 1% of all monthly fees that Wien Energie is entitled to charge for the observation period in relation to the affected service under all related individual contracts with the customer, up to a maximum of 40% of these fees.

The respective price reduction must be claimed from Wien Energie in writing within one month of the end of the affected observation period, failing which it will be excluded.

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

14. Legal consequences of exceeding the agreed response or fault rectification times

If an agreed response or fault rectification time is exceeded – despite Wien Energie's existing liability for successful fault rectification within the respective period – Wien Energie shall be deemed to have failed to fulfil its obligation to respond or rectify the fault in good time. Within this context, the customer may assert primary warranty remedies and claim damages in accordance with general civil law principles if Wien Energie fails to provide subsequent fulfilment in good time.

Any price reductions granted shall be offset against any claims for damages by the customer.

15. Exclusivity of legal remedies

Insofar as this does not conflict with mandatory statutory provisions, any claims and remedies of the customer beyond the provisions of items 13 and 14 in the event of faults of a service are excluded.