



VIRTUAL UNBUNDLING LOCAL ACCESS

Annex E3 VULA Service Levels

GO p.l.c.

This Reference offer for Virtual Unbundled Access to the FTTP network and collocation related facilities is published in accordance with the Malta Communications MCA Final Decision Market 4 – Wholesale Unbundled Infrastructure Access Market dated 6th March 2013 in line with Regulation 12(2) of the Electronic Communications Network and Services (General) Regulations (Chapter 399.28 of the Laws of Malta).

Undertakings are advised that the Malta Communications Authority may impose changes to this Reference Offer in accordance with its powers under Regulation 12(4) of the Electronic Communications Network and Services (General) Regulations (Chapter 399.28 of the Laws of Malta)

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1 Service Levels

1.1 Individual VULA FTTH connections

GO will provide its response to the OAO on the status of the order within 4 working days of a valid and correctly submitted order, as follows:

- Homes Passed where the customer already has an existing FTTH-based service. In such cases, GO will among others check whether the customer can move to the OAO if there are no outstanding credit issues and/ or where there is no breach of policy on the services that can be maintained, and whether the ONT at the customer premises requires changing. Where it is ascertained that the order can go ahead, GO will complete the VULA service order within 12 working days from its status feedback to the OAO;
- Homes Passed where the customer is new to FTTH. In such cases, and where it is ascertained that the order can go ahead, GO will install the network inside the customer premises and complete the VULA service order within 17 working days from its status feedback to the OAO;
- Semi-built. In such cases - which typically arise where GO would have been prevented by certain premises owners from installing its network onto their property or from installing inside a multi-dwelling unit - where the installer goes on site and does not find an ODP to serve the premises, he will ask the customer making the order to either allow network installation on his premises or alternatively to obtain permission from the MDU administrator to install the network on or in the premises. In such cases, GO cannot guarantee any SLA timeframes since for the most part the process is entirely out of its control. GO will however endeavour to find a solution with the OAO and its prospective customer such that installation can take place in the shortest possible reasonable time.

All the above timeframes will for the first year of the Agreement be subject to a daily cap of 15 OAO orders. The OAO will however be able to place orders for future installations up to 2 months from order date.

Fault repairs will be completed within 5 working days from the OAO reporting such fault to GO.

1.2 Handover point/ s

GO will endeavour to ensure that the handover point with the OAO, to the extent that it falls within the boundaries of GO's network, will not experience loss of service amounting to more than 4 hours every calendar month¹, excluding scheduled maintenance. For any incident that results in service availability indicated above not being met, the OAO will be entitled to receive a credit equivalent to 20% of the contracted service charge for the relevant calendar month for the affected service.

In all circumstances the maximum credit that the OAO shall be entitled to shall not exceed the value equivalent to 30 day charges for the affected service per annum. The OAO shall apply such credit against charges to be incurred by the OAO for the service.

The granting of such credit is contingent upon the OAO having reported a critical problem in line with the reporting procedures defined in the VULA agreement or as otherwise agreed. The penalties are calculated from the moment the incident is reported and logged using the procedures defined in the VULA agreement or as otherwise agreed. All claims for credit should be submitted in writing not later than 30 days from date of incident.

Notwithstanding any other provision of this RO, the said credits shall be the OAO's sole and entire remedy for any service availability failure specifically in the handover point under the VULA agreement.

QoS prioritisation is based on four levels of priority as described at Annex C1.

¹ Where a calendar month contains less than 30 days, the service guarantee and any credit will be calculated on a pro rate basis.