

# SLA-SERVICE LEVEL AGREEMENT

## SERVICE DESCRIPTION



of ČD - Telematika a.s.

Company ID: 614 59 445, registered office at Pernerova 2819/2a, Praha 3

Incorporated in the Commercial Register kept by the Municipal Court in Prague, Section B, File 8938

### 1. General

- 1.1. The Service Level Agreement (hereinafter, the SLA) is a bilaterally accepted Agreement by and between the Provider and the Subscriber concerning the quality level of the Services provided.
- 1.2. The SLA enables definition of the Service quality and guarantee using selected parameters. These parameters may include availability, maximum number of failures or Service recovery time after a failure.
- 1.3. The SLA is provided separately with the Provider's electronic communications services. The description of each Service specifies whether it can come with a SLA.
- 1.4. The SLA defines multiple classes, divided according to parameters and their values.
- 1.5. The SLA classes provided with the selected service are always specified in the respective Service Description. Key parameters for Service quality monitoring and reporting are always defined in the corresponding Service Description.

### 2. SLA parameter definition

This chapter defines and specifies in detail the SLA parameters used for the Provider's service quality guarantee.

#### 2.1. Service availability

The availability is monitored in monthly intervals.

The following formula is used to determine the Service availability in a calendar month:

$$\text{service availability} = \frac{(P - N)}{P} * 100\%$$

, where P is the period for which the Service is to be provided for the Subscriber in the given month according to the Agreement, except times of Justified Service Provision Interruption and Scheduled Maintenance Periods approved by the User

, N is the period for which the Subscriber was not able to use the Service properly for reasons on the Provider's part. The times and periods are counted as whole, even if incomplete minutes, and the availability is expressed as a percentage rounded to two decimal places.

#### 2.2. Scheduled Maintenance Period

Scheduled maintenance is performed on weekdays outside the business hours from 6 pm to 6 am or on Saturdays and Sundays. The Provider pledges to inform the Subscriber of any scheduled servicing activity in advance, according to the number of working days as per the agreed SLA class. Unless the Subscriber makes reservations within 2 working days, the performance of the scheduled servicing activities is considered approved.

#### 2.3. Maximum number and duration of servicing works

Servicing work refers to any scheduled activity during the performance of which the technical parameters of the Service may become worse or the Service may fail.

#### 2.4. Maximum number of failures (Service integrity), Maximum Service recovery time after a failure

A failure refers to any event that is not part of the standard Service behaviour and that causes interruption of supply or reduction in the Service quality for a reason on the Provider's part.

For classes SLA-A and SLA-A1, failure elimination is divided into temporary and definitive.

Definitive failure elimination refers to permanent recovery of the Service after a failure. The SLA parameter is the time by which the Provider shall inform the Subscriber of the date of the definitive repair.

Temporary failure elimination refers to recovery of the Service after a failure while the Provider may inform the Subscriber after some time about a scheduled Service outage for the purpose of definitive repair.

The parameters specified in 2.3 and 2.4 are evaluated once every calendar month and once every year, which is defined as a period of 12 successive months, beginning on the first day of the month following the month in which the Service is provided to the Subscriber.

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### 3. SLA classes

	SLA-A	SLA-A1	SLA-B	SLA-B1	SLA-C	SLA-D	SLA-E
<b>Monthly service availability</b>	99.20%	99.20%	99.70%	99.70%	99.90%	99.95%	99.90%
availability 99.9 - 99.95%						5% discount	
availability 99.7 - 99.9%					5% discount	8% discount	5% discount
availability 99.2 - 99.7%			5% discount	5% discount	8% discount	10% discount	10% discount
availability 97.0 - 99.2%	8% discount	8% discount	10% discount	10% discount	15% discount	15% discount	20% discount
availability lower than 97.0%	15% discount	15% discount	20% discount	20% discount	20% discount	20% discount	50% discount
<b>Maximum number of failures - Service integrity</b>							
maximum number of failures per month	4	2	4	2	2	2	1
discount for each additional failure	4% discount	4% discount	4% discount	4% discount	6% discount	6% discount	4% discount
maximum number of failures per year		4			4	4	2
discount for each additional failure		12% discount			16% discount	16% discount	12% discount
<b>Scheduled Maintenance Period</b>							
duty to inform about maintenance in advance	4 days	10 days	4 days	10 days	10 days	10 days	10 days
discount for not meeting the deadline		5% discount		5% discount	5% discount	5% discount	10% discount
<b>Maximum number of servicing works performed</b>							
maximum number of servicing works per month		2		4	4	2	1
discount for each additional service work		4% discount		4% discount	4% discount	4% discount	4% discount
maximum number of servicing works per year		8			12	12	2
discount for each additional service work		8% discount			8% discount	8% discount	12% discount
<b>Maximum duration of servicing works</b>							
maximum duration of servicing works per month		4 hrs		4 hrs	4 hrs	4 hrs	4 hrs
discount for each additional commenced hour of work		1% discount		1% discount	1% discount	1% discount	1% discount
maximum duration of servicing works per year		36 hrs			36 hrs	24 hrs	24 hrs
discount for each additional commenced hour of work		5% discount			5% discount	8% discount	12% discount
<b>Maximum failure repair time</b>							
definitive failure elimination	48 hrs	36 hrs	10 hrs	8 hrs	6 hrs	6 hrs	3 hrs
provisional failure elimination	24 hrs	12 hrs					
discount for each additional hour	5% discount	10% discount	5% discount	10% discount	10% discount	15% discount	10% discount
maximum aggregate discount for repairs	20% discount	25% discount	20% discount	25% discount	25% discount	30% discount	30% discount
<b>Procedure in the event of Service unavailability</b>							
discount for not observing the procedure	yes	yes	yes	yes	yes	yes	yes
	10% discount	10% discount	10% discount	10% discount	10% discount	10% discount	10% discount

The provision of the quality classes SLA-C, SLA-D and SLA-E with electronic communications services always requires a customised solution and negotiating the customer's requirements with the Provider's technical unit. Such a solution is always specific for a specific location.

### 4. Service failure handling procedure

#### 4.1. Definition of Service failure

- Notification of a Service failure is defined by the time at which an authorised employee of one contracting party informs an authorised employee of the other contracting party that incorrect operating parameters or Service operation interruption by the Provider have been detected. This point in time is identified as  $T_0$ .
- The time  $T_0$  is identified as a failure occurrence if there has been a demonstrable Service interruption or decrease in the Service quality.
- The time point of operation recovery occurs when the Provider informs the Subscriber (typically by telephone) that the Provider has completed the Service recovery after the failure. This point in time is identified as  $T_{\text{repair}}$ . In case the contact for the User's authorised employee is inaccessible, the time point  $T_{\text{repair}}$  occurs upon the demonstrable sending of a notification (voice mail, fax, e-mail or SMS).

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- If, within 60 minutes of  $T_{\text{repair}}$ , the User informs the Provider and the Provider then objectively establishes that the Provider's Service still does not comply with the agreed operating parameters, it shall be construed that  $T_{\text{repair}}$  has not occurred yet. If a disruption to the agreement operating parameters of the Provider's Service occurs later, it shall be considered a new failure.
- The period between  $T_0$  and  $T_{\text{repair}}$  is considered a period of Service unavailability in case the failure has a cause on the Provider's part.
- A failure which the Provider has objectively found out does not have a cause on the Provider's part is not included in the Service unavailability time.

#### 4.2. Service failure handling procedure

- The Provider shall begin eliminating a failure immediately after the time of its notification  $T_0$ .
- Within no more than 60 minutes of the failure occurrence, the Provider shall inform the User about the status of the Service failure handling and the expected repair completion time or Service recovery time after the failure. In the event of finding out new crucial facts relating to the failure, the Provider shall inform the User forthwith.
- If the User is not ready to cooperate on the failure elimination, the failure handling shall be postponed and  $T_0$  is then considered to be the time in which the User is ready.
- After the Service recovery after a failure, the Provider shall immediately inform the User that the Service failure has been eliminated. In case the contact for the User's authorised employee is inaccessible, the Provider shall inform the User by the demonstrable sending of a notification (voice mail, fax, e-mail or SMS).
- The User shall verify the Service functionality after the Service recovery after a failure, or inform the Provider within 60 minutes after  $T_{\text{repair}}$  that the Service still does not comply with the agreed operating parameters.
- After the Service recovery after a failure, the Provider shall furnish the User with the Incident Notification form by e-mail or fax.
- If the User disagrees with the information sent in the Incident Notification form, it may contest this information via the HelpDesk by the following working day.

### 5. Granting of discounts for not meeting agreed parameters

#### 5.1. Service availability

The corresponding portion of the periodic monthly fees shall not be paid for the part of the period in which the Service was unavailable. In case the agreed monthly Service availability is not observed in a billing period by the Provider's fault, the Subscriber is entitled to an additional contractual discount.

#### 5.2. Servicing works

In case the procedure for scheduling servicing works is not observed by the Provider's fault, the Subscriber is entitled to a contractual discount. In case the number or duration of servicing works exceeds the maximum agreed number in the given calendar period, the Subscriber is entitled to a contractual discount.

#### 5.3. Service failures

In case the number of Service failures caused by the Provider exceeds the maximum agreed number of failures in the given calendar period, the Subscriber is entitled to a contractual discount.

In case the Service recovery time after a failure caused by the Provider exceeds the maximum agreed time from the demonstrable detection or proper notification of the failure occurrence, the Subscriber is entitled to a contractual discount.

#### 5.4. Service failure handling procedure

In case the procedure for Service failure handling is not observed by the Provider's fault, the Subscriber is entitled to a contractual discount.

#### 5.5. Service discount calculation

The contractual discounts are calculated using a percentage rate of the periodic monthly fee for the Service depending on the SLA quality class of the Service.

Discounts for breaching the SLA are always related to the monthly price of the service for which the SLA is breached. If the service is not used by and billed to the Subscriber for the entire billing period but only a part of it, the discount for breaching the SLA shall be related to the price actually billed for that billing period.

Discounts for breaching the SLA up to CZK 500 per billing period are not granted.