



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)

v1.2 02.19

1 Service Levels

1.1 Individual VULA FTTH connections

1.1.1 Order validation and installation

GO will provide its response to the OAO on the status of the order and complete the VULA service 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 the timeframes specified in the table below;
- 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 the timeframes specified in the table below;
- 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, although for the most part the process is entirely out of **GO's** control, GO will to the extent that it has control complete the VULA service order within the timeframes specified in the table below.

ID	Service Level Agreement	Annex E2 process steps	Maximum working days	Service Level Guarantee
SL01	Time between request and OAO informed of status update	Step 2 to Step 4/5	1	A daily penalty of 10% of the installation charge capped up to the full installation charge.
SL02	Time between SLA and completion of installation works:			
	Fibre Connected	Step 7 to	12	
	New Home Passed	Step 9	13	
	Semi Built		13 (excluding OAO intervention)	

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.

1.1.2 Termination of a connection

ID	Service level Agreement	Annex E2 process steps	Maximum working days	Service Level Guarantee
ST01	Time between request and GO informs OAO	Step 1 to Step 3/8	3	GO is not entitled to make further charges beyond the 30-day notice period, unless 30 days have expired and the OAO has taken longer than 10 working days to return the ONT from the time of the instructions to do so from GO.
ST02	Time between request and GO informs OAO regarding any action required by OAO on ONT	Step 3 to Step 4/5	Up to 10 working days in advance of the expiry of the 30 days' notice period	
ST03	Time between restart SLA and GO de-provisions the requested VULA FTTP Connection and informs OAO	Step 6-7	Not relevant	

1.1.3 Connection fault

ID	Service level Agreement	Annex E2 process steps	Maximum working days	Service Level Guarantee
1	Time required between fault reported until OAO is: Informed it is not GO's infrastructure	Step 2-4	1	A pro-rate penalty of the monthly contracted rental charge capped up to the monthly contracted rental charge.
	Informed it is GO's infrastructure and resolved	Step 2-11*	5	

*does not include Step 8 that covers the time required for the OAO's feedback.

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.