



ANNEX D

SERVICE LEVEL AGREEMENT

This Annex is effective from the date of the Main Body of the Interconnection Agreement and shall remain in effect until amended in accordance with Clause 29 thereof.

- 1 This Annex sets out the service levels to which GO commits itself with regard to the provision and maintenance of Interconnection Services. The Interconnection Services are at all times provided subject to GO's standard terms and conditions as set out in the Interconnection Agreement.
- 2 Lead-times detailed in this Annex and that are related to the provision of the Interconnection Services apply taking into account the relevant lead-times described hereunder.
- 3 The Interconnection Services include the provision of Interconnection Paths ordered pursuant to this Interconnection Agreement between GO and the Operator ordering the Interconnection Services.
- 4 After an order is acknowledged, any requests for modifications to the order which materially affect the delivery of the order may only be effected by cancelling the original order and submitting a revised order. In this case GO's standard terms relating to cancellation of orders will apply. In the event that non-material changes to the order are requested by the Operator, then GO will notify the Operator of any required changes to the Ready for Service date.



5 The procedures and associated lead times related to the provisioning and maintenance of services are as follows:

5.1 Service Provisioning Procedure and Commitments

Step	Procedure	Lead Time
1	Operator submits an Interconnection Services Application Form to GO, including full details of its requirements.	N/A
2	GO reviews the Interconnection Services Application Form and: - either outlines any missing and/or inaccurate information in the Interconnection Services Application Form, in which case the Operator shall resubmit a correctly completed Form, or - where the Operator submits a correctly completed Form, GO sends an acknowledgment to the Operator, outlining any technical and commercial issues that have been identified.	Within fifteen (15) Working Days from the date of receipt of the written request referred to in step 1 above.
3	GO and the Operator shall discuss and agree on all, if any, issues highlighted in step 2 above.	Within thirty (30) Working Days from the date of receipt of the acknowledgement referred to in step 2 above. This is subject to the Operator agreeing to the standard RIO in its entirety and without any need for any amendments/ additions to RIO terms and conditions ¹ .
4	Following the finalisation of the discussion in step 3 above, the Operator sends a final Interconnection Services Application Form to GO that contains all the technical and commercial issues agreed. The service shall be in accordance with the procedures laid down in the Operations manual	This written order must be sent within ten (10) Working Days from the date on which the discussions contemplated in step 3 above are finalised.
5	The Requested Party shall implement the particular RIO Service or the Additional Service requested in accordance with the following timelines ¹ :	

¹ For the avoidance of doubt, in case of the contrary any time required for additional negotiations shall be added to the said period of thirty (30) days. The Requesting Party has the option of recourse to the Authority in the event that agreement on requested amendments/ additions to RIO terms and conditions is not reached within the additional times.



	In the case of a new Interconnection Path on a new Interconnection Link.	On-site ² surveys: 10 Working Days Permit: 20 Working Days plus Trenching ³ : 1 Working Days for every 5m plus If Forecast: 2 Working Days ² or If Not Forecast: 60 Working Days
	In the case of a new Interconnection Path on an existing Interconnection Link where transmission capacity needs to be increased to cater for the new Interconnection Path.	If Forecast ² : 2 working days or If Not Forecast: 60 working days
	In the case of a new Interconnection Path on an existing Interconnection Link where the transmission capacity at the OAO's end as well as at GO end is already available.	If Forecast ² : 2 working days or If Not Forecast: 27 working days
	In the case of any Interconnection Service described at Annex C of the RIO, except the provision of a new Interconnection Path.	Deployment 10 working days ⁴
	In the case of changes to an existing Interconnection Path/Link, the lead times shall be the same as those associated with a new Interconnection Path/Link, depending on the particular circumstances analogous to those indicated in (ii) to (iv) above.	N/A

Notes:

- ¹ The implementation time detailed above excludes all delays caused by the Operator and/ or third parties outside the control of the Requested Party including but not limited to restrictions or interruptions in carrying out the work, and which will be notified to the Requesting Party in writing on a case-by-case basis at the first moment where there is a reasonable possibility of such delay.
- ² In case of Forecasted Interconnection Links/Paths, the period between confirmation of the forecast and the beginning of the following forecast period (i.e. 4 months less 20 calendar days) shall be allowed in addition to the period defined above. In case the forecast does not include a specific delivery date, then the delivery date shall be taken to be 4 months from the forecast date.
- ³ Inclusive of trenching, ducting, rodding and reinstatement. Saturday is considered as a working day for trenching purposes. Exceptions from these timeframes caused by the Operator and/ or third parties outside the control of the Requested Party will be notified in writing on a case-by-case basis to the Requesting Party and to the MCA at the first moment where there is a reasonable possibility of such occurrence.
- ⁴ The indicated timeframe of 10 working days does not include any testing period. For the avoidance of doubt, in case the Operator requests multiple Interconnection Services contemporaneously, 10 working days shall be allocated



for each Interconnection Service up to a maximum of 42 working days. Furthermore, in case one or more other operators request similar Interconnection Services during the same period, then this cumulative period shall be extended by 5 working days for each additional operator and will be notified to the requesting party in writing on a case-by-case basis at the first moment where there is a reasonable possibility of such occurrence.

For the purpose of calculating penalties a threshold of two negative variances (allowed for every twelve month period) shall be interpreted to mean a maximum total of two Interconnection Paths falling below or above in one or more of the forecast periods during the 12 months in consideration. For the avoidance of doubt, penalties shall become due if the total forecasted Interconnection Paths in one calendar year is less than the total deployed Interconnection Paths in the same calendar year by more than two Interconnection Paths.

5.2 Fault Response Procedure and Commitments

Step	Procedure	Lead Time
1	In the case of a fault that affects the Requesting Party, the latter shall send a written report to the Requested Party. This may be done on a 24 hours basis, 365 days a year. This shall only be accepted by the Requested Party if there is sufficient information to provide prima facie diagnosis that the fault is in the Requested Party's Network.	N/A
2	The Requested Party will acknowledge the fault report and allocate resources to resolve it.	
	<ul style="list-style-type: none"> i. In case the fault adversely affects the end users of the Requesting Party, the fault shall be considered as a critical fault. ii. In case the fault does not affect the end users of the Requesting Party, the fault shall not be considered critical. 	<p>Within 60 minutes from when the fault is reported in accordance with step 1.</p> <p>Within 1 Working Day from when the fault is reported in accordance with step 1.</p>
3	The Requested Party will provide a status update until fault is resolved	
	<ul style="list-style-type: none"> i. In case of critical faults ii. In case of non-critical faults 	<p>Every hour</p> <p>Every Working Day</p>



5.3 *Network Alterations including Planned Maintenance Procedure and Commitments*

Step	Procedure	Lead Time
1	The procedure for Network Alterations shall be as described in Clause 11 of the Main Body of the Interconnection Agreement.	Request must be sent ten (10) Working Days in advance

6.1 Paragraphs (a) – (f) below set out the exceptional circumstances applicable for which GO will not be bound by the lead times specified in the preceding Clause.

- (a) Where the installation site and/or facilities are not available to GO for survey and/or installation purposes at the date and time requested by GO and no other acceptable date and time can be agreed.
- (b) Where the Operator specifies a date before which service will not be accepted or an exact date on which Interconnection Paths must be delivered.
- (c) Where it is mutually agreed between GO and the Operator to construct infrastructure beyond the immediate requirements of the ordered Interconnection Service in order to facilitate future deliveries.
- (d) Where a non-standard implementation is requested e.g. a particular Network routing.
- (e) Notwithstanding that the Operator has correctly Forecast the volume of orders and that none of these orders fall within the terms of the exceptional cases detailed above, GO has been unable to deliver them as a result of Network capacity constraints which could not have been reasonably predicted at the time of the Forecast by the competent person exercising good industry practice. In such cases, GO shall notify the Operator at the time of identifying the problem and GO and the Operator shall seek a mutually acceptable agreement over delivery times for the relevant orders, neither Party shall unreasonably withhold their agreement.
- (f) Force majeure

6.2 For the avoidance of doubt, all reasonable efforts shall always be made to comply with the terms detailed in this Annex, even for provisioning of Interconnection Services, which are covered by the exceptions set out above.