

## Terms of the Service Level Agreement for the Service (SEN161215)

1. The Provider guarantees availability of the electronic communications services and other parameters of the Service to the user as follows:

**SLA for UPC Business Voice** (a service provided via the IP connectivity of UPC Business)

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	6 h	YES

**SLA for UPC Business Voice** (a service provided via the IP connectivity provided by a third party directly for the Subscriber)

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	95.0%	48 h	YES

**SLA for services: Business Internet, Business Carrier Ethernet, Business IP VPN**

**Access technology: Optical fiber, FWA**

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	6 h	YES
SLA 2	99.7%	6 h	YES
SLA 3	99.8%	6 h	YES
SLA 4*	99.9%	6 h	YES

\* Unavailable for Non-licensed FWA connection

**Access technology: Coaxial network**

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.0%	24 h	YES

**Access technology: SHDSL**

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.0%	24 h	YES

**SLA for the service: Business housing**

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.9%	12 h	YES

**SLA for the service: Business Virtual PBX**

Title	Service availability	Maximum time allowed for a repair	Contractual penalty (YES/NO)
SLA 1	99.6%	24 h	YES

A Business Virtual PBX will be reconfigured within 5 working days of notification and written confirmation of the change/requirement by the Subscriber's authorised person.

**SLA for the service: UPC Cloud**

Name	Service availability	Maximum duration of repair	Contractual penalty (YES/NO)
SLA 1	99,9%	6 h	YES

- Availability of services – Availability of the service is calculated as 100 % minus the percentage represented by the number of hours for which the provision of the Service is interrupted during a single calendar month.
- Maximum time allowed for a repair – the period of time necessary for carrying out a repair. The said time limit does not include idle time resulting from the fact that the Subscriber failed to make the place of provision of the Service or the Receiving Device accessible.
- Beginning of defect – the time when the defect was reported by the Subscriber
- End of defect – a defect is deemed to be ended at the moment when the parameters of the affected service are restored in such way that they are the same or better than the parameters stated in the applicable technical specification of services.
- The following is not deemed to be interruption of operation (a defect) (hereinafter referred to as "Permitted Interruption"):
  - interruption of operation caused solely by the actions of the user;
  - interruption caused by force majeure;

- interruption of operation the purpose of which is to carry out regular maintenance in the scope of up to eight hours per year. The user must be notified in writing of each partial interruption of operation the purpose of which is to carry out regular maintenance at least 21 days in advance.
7. A user is entitled to request the Provider to re-schedule the regular maintenance to some other time in writing for serious reasons at least 10 days before the date of the regular maintenance.
  8. The Subscriber is required to report a defect to the technical support of the Provider as follows:
    - the service provided via the IP connectivity of UPC Business: **+420 844 556 677**. When reporting a defect, the Subscriber is required to state their **PIN code**.
    - the service provided via the IP connectivity provided by a third party directly for the Subscriber: **+420 241 005 200 (option 2)**
  9. If any of the guaranteed parameters (indicators) is not complied with, the Provider will automatically and proportionately decrease the price of the Service in the next billing period.
  10. If the Provider fails to meet any of the parameters defined for the given level of the SLA described in clause 1 of the SLA, the Provider will pay the Subscriber a contractual penalty in the following amount:

**Calculation of the contractual penalty for the following services:** Business voice (a service provided via the IP connectivity of UPC Business)

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

**Calculation of the contractual penalty for the following services:** Business voice (a service provided via the IP connectivity provided by a third party directly for the Subscriber)

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
94.00%	94.99%	3%	0.30% of the monthly price of the Service
92.00%	93.99%	5%	
90.00%	91.99%	10%	
80.00%	89.99%	20%	
65.00%	79.99%	30%	
0.00%	64.99%	40%	

**Calculation of the contractual penalty for the following services:** Business Internet, Business Carrier Ethernet, Business IP VPN  
**Access technology:** Optical fiber, FWA

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

SLA 2 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.69%	5%	0.50% of the monthly price of the Service
98.00%	98.99%	10%	
97.00%	97.99%	20%	

95.00%	96.99%	30%
90.00%	94.99%	40%
0.00%	89.99%	60%

SLA 3 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.50%	99.79%	10%	0.70% of the monthly price of the Service
99.00%	99.49%	20%	
98.00%	98.99%	30%	
97.00%	97.99%	40%	
95.00%	96.99%	60%	
0.00%	94.99%	80%	

SLA 4 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.50%	99.89%	10%	0.90% of the monthly price of the Service
99.00%	99.49%	20%	
98.00%	98.99%	40%	
97.00%	97.99%	60%	
95.00%	96.99%	80%	
0.00%	94.99%	100%	

**Access technology: Coaxial network**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
98.00%	98.99%	3%	0.20% of the monthly price of the Service
95.00%	97.99%	5%	
89.00%	94.99%	10%	
79.00%	88.99%	20%	
64.00%	78.99%	30%	
0.00%	63.99%	40%	

**Access technology: SHDSL**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
98.00%	98.99%	3%	0.20% of the monthly price of the Service
95.00%	97.99%	5%	
89.00%	94.99%	10%	
79.00%	88.99%	20%	
64.00%	78.99%	40%	
0.00%	63.99%	50%	

**Calculation of the contractual penalty for the service: Business housing**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.89%	0%	0.20% of the monthly price of the Service
97.50%	98.99%	10%	
96.50%	97.49%	15%	
95.50%	96.49%	20%	
94.00%	95.49%	50%	
0.00%	93.99%	100%	

**Calculation of the contractual penalty for the service: Business Virtual PBX**

SLA 1 Availability during % of the time		Penalty in % of the monthly price of the Service	For each started hour beyond the time allowed for repair
from	to		
99.00%	99.59%	3%	0.30% of the monthly price of the Service
98.00%	98.99%	6%	
97.00%	97.99%	10%	
95.00%	96.99%	20%	
90.00%	94.99%	30%	
0.00%	89.99%	40%	

**Calculation of contractual penalty for the services: UPC Cloud**

SLA 1 Availability in % of the time		Contractual penalty in % of the monthly fee for the Service	For each commenced hour exceeding the time of repair from
from	to		
availability $\geq$ 99,9%		0%	0,70% of the monthly fee for the Service
99,9%	99,5%	10%	
99,5%	99,0%	20%	
99,0%	98,0%	40%	
98,0%	97,0%	60%	
97,0%	95,0%	80%	
95,0%	0,0%	100%	