

**MPLS Services Framework Agreement**

**Annex VI**

**Operational MPLS Communication Network Services**

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# 1 Introduction

This Annex sets forth the Services to be provided by the Service Provider during operations, i.e. after completion of the Project as described in Annex V – Project Management Services and Installation Services.

All capitalised terms used in this annex shall have the meaning set forth in Annex I to the Framework Agreement or in the GTC. Capitalised terms not defined in Annex I nor in the GTC shall have the meaning set forth in this Annex VI.

As a general matter the Services to be provided by the Service Provider during operations encompass amongst others:

- 1/ Configuration management
- 2/ Financial Management
- 3/ Incident Management
- 4/ Problem Management
- 5/ Change Management
- 6/ Legal Management

In relation with the equal treatment obligation as set forth in Section 4.5. of the Framework Agreement PXs will ensure that a PX’s decision is validated by all the active Parties at the time of the event whatever the subject is.

# 2 Configuration Management

With the configuration management the Service Provider will:

- Identify, control, record, and verify configuration items.
- Account for, manage and protect the integrity of the configuration items through the Services lifecycle by ensuring that only authorized (agreed by both parties) components are used and only authorized (agreed by both parties) changes are made.
- Ensure the integrity of the assets and configurations required to control the Services by establishing and maintaining an accurate and complete list of components . With the

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configuration management the Service Provider ensures that selected components of a Service are identified, base lined and maintained and that changes to them are controlled.

The Service Provider shall provide configuration management via the Service Providers’ portal and accordingly to the gold infovista portal.

Each PX will have access through the Infovista portal to all PXs configurations. The Service Provider will ensure a complete transparency. The Service Provider shall ensure that no actions can be performed to change the configuration via the portal.

## 2.1 Financial Management

With the financial management the Service Provider will ensure that each PX will receive a specific invoice for the Service provided to such PXs each month.

Project Management Services will be invoiced to each PXs as soon as the Project is completed as described in Annex V Project Management Services and Installation Services.

Each PX will be able to contact the Service Provider support team when needed as described below. The Service Provider’s account manager will be at disposal of each PX if needed and the Service Provider will make available the invoices on the Colt billing portal for more than the six (6) last months. Please refer to the support description for further information in this section.

### Invoice format

The Service Provider shall provide one invoice to each PX, unless agreed otherwise in Annex 4. The Service Provider shall invoice the Project Management Services and the MPLS Communication Network Services separately.

The front page of the invoice will contain the following information: a PX’ account number; the invoice number and date; the total Charges due for the duly provided Services in the period covered by the invoice, with the reference to the applicable provision of the VAT Directive 2006/112/CE and the date by which the payment of the invoice is due in accordance with the Framework Agreement.

**Detail section:** This is where PXs may find a detailed breakdown of all Charges that relate to the Services as well as PXs invoicing details. The Service Description will be mentioned on the invoice and reported according with our product catalogue:

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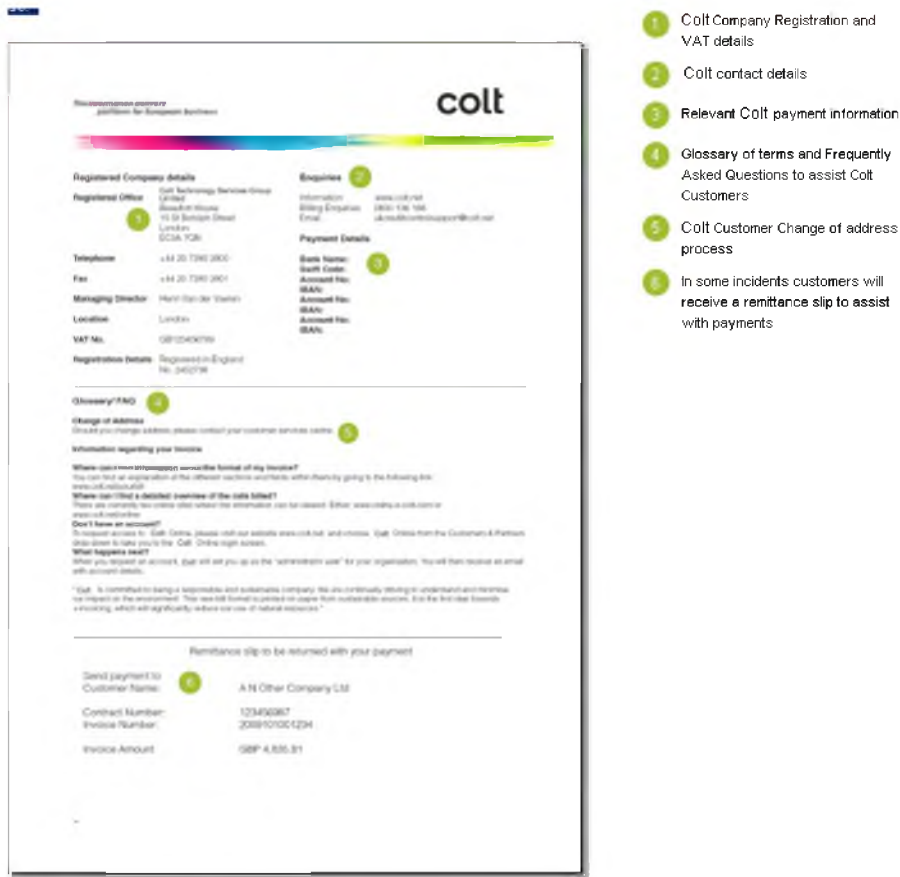


Figure 2 – Invoice : Front Reserve Page

By default the Service Provider will provide just one original hard copy (on paper) of the invoice to each PX. The detailed invoiced is also available on the Colt billing portal.

The MPLS Communication Network Services at DBAG’s end will be invoiced in accordance with the provisions of Annex IV.

Invoice format is provided in Appendix 2 .

The Service Provider’s invoicing support team is based in [redacted] and offers from 9:00 to 17:00 non-technical service and assistance for PXs data, invoice and other non-fault enquiries.

The Service Provider strives to provide a fast, right first time service performed by its employees confident in their ability to deliver the information.

**In Scope:**

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The following table shows the enquiries the Service Provider can amongst others help with. This table is by no means complete and exhaustive, but indicates what the Service Provider does. **Business Support Expertise**

Admin	Non Fault	Company Changes	VAT & Tariff
Changes to PXs' data (address, purchase order number, electronic invoicing, payment terms, contract copies, colt online account creation, colt online password reset)	Information regarding contracts, questions & requests regarding invoices and the charges, credit notes, contact updates, report requests, system support, planned works	Transfer of services to new entity (company takeover, merge and takeover of contract),	VAT related enquiries and Tariff related enquiries

**Out of Scope:**

Business support is not in charge of the following requests. <b>Credit &amp; collection</b>	Sales	Customer Self Service already on Colt online	Fault
Perform netting, process remittance advise, credit and payment allocation, statement of account and balance confirmation, dunning enquiries, disconnection and reconnection enquiries	Selling, orders and data accuracy, including non-commercial changes like upgrades, re-location and new price agreements (renewal)	Copy of invoices and Colt Data Reports, order status updates, list of services, e-invoicing, ticket status, sub-account creation	Technical enquiries, Incident reports, system support on InfoVista

**How to engage with business support?**

Each PX can contact business support either by sending an email  call the team. Phone numbers will be provided by the Service Provider 

**How to escalate with business support?**

The Service Provider understands that there may be times when a PX wishes to escalate an enquiry in respect of an invoice. The Service Provider has a four-level escalation process. Outlined are the steps PXs should take to escalate an enquiry and the processes the Service Providers follows internally to address PXs concerns. The escalation process is without prejudice to the right of the PXs to apply the provisions on dispute settlement as set forth in the Framework Agreement and their right to reject an unjustified or invalid invoice without first having to apply the escalation process, this in accordance with GTC article 12.8.

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1. To initiate an escalation, a PX should contact business support. By entering the service request number on the phone the PX' call will be routed to the advisor in charge of the PX' enquiry. The advisor will give the update on the progress of the PX' enquiry and on the expected resolution time.
2. If the PX is not satisfied with the assistance or updates received from the advisor, the PX can raise the escalation to the 1st level of escalation, as indicated by the Service Provider, according to the country the PX is located in. The team leader will acknowledge the PX escalation within 24 hours and will discuss and agree next actions, the communication during the escalation process and will inform the PX of the expected resolution time.
3. A PX may engage with the 2nd level of escalation if it is not happy with the updates received. An escalation directly to Level 2, 3 or 4 without engaging with business support or Level 1 first will be handled as an 1st level escalation.

**Escalation matrix details**

Fault enquiry. 4 Days	30 Days	60 days
<ul style="list-style-type: none"> <li>☒ Colt Online account and password related enquiries</li> <li>☒ Simple changes to invoices</li> <li>☒ Copy of invoices and Colt Data Reports</li> </ul>	<ul style="list-style-type: none"> <li>☒ All other non-fault enquiries</li> </ul>	<ul style="list-style-type: none"> <li>☒ Tarif related enquiries</li> <li>☒ Administrative changes</li> </ul>

## 2.2 Incident management

An incident is any unplanned interruption or reduction in the quality of the Services or loss of the Services (“**Incident**”).

With the Incident management the Service Provider will:

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- Ensure that Incidents are registered, classified, prioritized based on urgency and impact, diagnosed, escalated as appropriate and resolved in accordance with the agreed Service Level Agreement.
- Ensure that standardized methods and procedures are used for efficient and prompt response, analysis, documentation, on-going management, resolving and reporting of Incidents
- Provide visibility and transparent communication of Incidents to the PXs and the Service Provider’s support resources

In the context of the Incident management the Service Provider will amongst others:

- agree impact of an Incident and urgency of the resolving of an Incident with the PXs
- assist the PXs in estimating Service restore time so key decisions around recovery can be made.
- Resolve the Incident, restore the Services and deliver the Service as agreed, in particular, following the Service Levels as set forth in the Annex III. .
- .
- provide formal confirmation of the completion of the incident resolution by providing an Incident report requested by PXs detailing the nature and cause of the Incident and the way it has been resolved

The Service Provider uses the incident management process to manage any Incident.

**Incident resolving**

The Service Provider will provide the necessary resources to resolve any Incidents causing an interruption of Service in the quickest and most effective way possible and within the agreed timings.

The Service Provider shall resolve the Incidents detected and reported by the PXs (“re-active Incidents”) as far as they are in the Service Provider scope of responsibility . The Service Provider shall monitor the Services and resolve Incident as far as they are in The Service Provider scope of responsibility automatically detected and reported by the Service Providers monitoring tool (“pro-active Incidents”). The objective of the Service Provider is to manage such detected Incidents through pro-active Incident management.

**1. Re-active Incidents**

In case of detection of a re-active Incident the PXs shall contact the Service Providers’ technical customer care centre to create an Incident management ticket.

**2. Pro-active Incidents**

In case of a detection of pro-active Incident in respect of the MPLS Communication Network Service the Service Provider shall automatically create an Incident record created and assign the Incident to the proper relevant resolver teams of the Service Provider.

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Where a pro-active Incident is detected, this will be managed inline within the Automatic Monitoring Network (AMN) processes.

The Service provider shall ensure that Incident resolving and related service desk is available on a 24x7x365 basis.

**Geography and language for Incident resolving**

As a minimum, the Service Provider shall provide the Incident support in English, French, German, Spanish and Italian for all PXs-facing communications and the specific language used with the PXs will be as agreed in the Order Forms. In the event that one of these languages is unavailable, English will be used as default language. Should the Service Provider agree to share internal documentation and/or access to resources that are normally not in contact with the PXs, this will only be done in English.

**Incident Management Process**

PX that experiences the Incident (re-active Incidents) directly opens a ticket and submits a short description of the Incident to the Service Provider via the Service Provider’s helpdesk. The main idea in troubleshooting MPLS connectivity is to allow each PX to manage any local Incident directly with the Service Provider.

In parallel, the PX that experiences an Incident must contact the PX service coordinator via a phone call and via an email so that all Parties / PXs are informed. PX service coordinator will set up an incident committee and will invite the rest of the PX and the so that all Parties / all PXs is informed.

Once the Incident is closed the PX will inform the PX service coordinator and rest of the PXs during the incident committee.

If a PX receives from the Service Provider some warning about some Incident or maintenance task in respect of the Services (pro-active Incidents), the PX must communicate it to the PX service coordinator and the PX service coordinator will inform to the rest of PXs by an email.

**2.3 Problem management**

The Service Provider shall through problem management (chronic same service outage per PX) prevent problems and resulting Incidents from reoccurring and minimize the impact of Incidents that cannot be prevented.

In the context of problem management the Service Provider shall provide:

- problem management report output and improvement recommendations;
- records on known error and trend analysis for proactive problem management
- changes to the services for problem fixes.

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Problem management shall be applied at initiative of the Service Provider for Incidents that occur on the same element three times within a period of 90 days or at regular intervals and where no root cause can be identified or at request of PXs.

## 2.4 Change management

The Service Provider shall through change management respond to the changing technical requirements of PX .

With its change management process the Service Provider shall ensure that:

- Standardized methods and procedures are used for efficient and prompt response to changes requested
- Changes are performed as described in the response and as agreed
- Changes are implemented within the agreed timeframes
- Change implementations meet agreed terms
- Failed changes and rework are reduced.

The Service Provider’s account executive is the main Service Provider’s representative for changes.

The Service Provider shall always inform PXs of any change to the Services impacting the Services prior to the implementation of such change and request PXs consent with such change. If in case of circumstances or Incidents requiring an urgent change to secure the continuity of the Services in the interest of the PXs, and if the prior consent of the PXs cannot be timely obtained, the Service Provider is exceptionally entitled to implement such change provided that the Service Provider informs the PXs of such change as soon as possible after implementation.

Either party (authorised by an authorised representative of that party in accordance with this Agreement) may at any time submit to the other a request for change in the form of a change Request Form (“**Change Request**”) substantially in the form attached to this Schedule as Appendix 1. However, the Service Provider shall be under no obligation to accept a change Request.

### Maintenance Windows

All works (to the exception of Incident resolving) and changes performed by the Service Provider are planned to take place in out-of-business hours (post 20:00 GMT till 06:00 GMT next day on weekdays & full Sat / Sun). There can be a miniscule percentage of 3rd party planned works that may be planned in business hours. In such cases, the Service Provider will always push its service provider to move it out-of-business hours. In case PX objects to the proposed planning for work Service Provider shall its best effort to take it into account.

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## 2.5 Legal management

Any legal matter should be referred to the legal department of the Service Provider.

### APPENDIX 1

#### CHANGE REQUEST FORM

Reference no	[   ]
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Title of Change:	
Date:	
Reasons for Change:	
Impact of Change:	
Overall Timetable:	
Effective Date:	
Charges:	

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Required Changes to the text of the Agreement:	
Originator:	Name:..... Title:..... Signed:..... Date:.....
Date of expiry of validity of Change Request (this cannot be less than 30 days from the date of receipt of this Change Request by the Customer)	
Customer Signatory	Name..... Title: ..... Signed:..... Date:.....
Supplier Signatory.	Name:..... Title:..... Signed:..... Date:.....

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APPENDIX 2 : INVOICE MODEL

The Service Provider will invoice the different PX without VAT if the invoice does not concern a company located in France.

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**FACTURE**

N° de TVA:

Référence de facturation	Numéro de client	N° de la facture	Date	Echéance le
TEXT	2261	2015201	19-Nov-2015	19-Dec-2015

Récapitulatif des montants	EUR
Service réseaux privés	
Sous Total	
Coût total hors taxes	

**Montant à payer - EUR**

Adresse Ligne

Colt est fidèle à sa politique de respect de l'environnement:  
 Si vous souhaitez visualiser votre facture électronique, veuillez vous rendre à l'adresse  
 suivante <http://www.colt.net/e-invoicing>.

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Référence de facturation	N° de la facture	Date	Echéance le	Montant total
150000	201620	19-Nov-2015	19-Dec-2015	EUR

N° de contrat Colt	Date	Nature	Description/N° de facture	Montant EUR
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**Services réseaux privés - Frais d'abonnements**

**Colt IP Access**

XBG/XBT/IA-15

130801

01 Dec 15 - 31 Dec 15

Frais d'abonnements

IP Access 100M

**Sous Total**

XBT/PAR/IA-121

1010001

01 Dec 15 - 31 Dec 15

Frais d'abonnements

IP Access 10M

**Sous Total**

**Coût total Colt IP Access**

**Coût total des services réseaux privés - Frais d'abonnements**

**Coût total des services réseaux privés**

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