

# Norlys Business Services Agreements

---

## Contents

1. Norlys Business Services Agreements.....	2
2. Service elements and definitions.....	2
2.1 Service period.....	2
2.2 Response time.....	2
2.4 Classification of faults (major or minor) .....	3
2.4.1 Major faults.....	3
2.4.2 Minor fault .....	3
3. Limitations.....	3
3.1. Faults which have a suspensive effect .....	3
3.2. Fault correction on non-bridged islands.....	4
3.3. Fault correction at addresses abroad .....	4
4. Specifically for service agreements for Norlys Business Telephony .....	4
5. Access to the installation address.....	4
6. Technician calls 30 minutes before arrival .....	4
7. Planned disruptions .....	5
8. Service windows.....	5
9 "Proactive Monitoring" optional service .....	5
9.1. Connection monitoring .....	5
9.2. Reporting.....	5
9.3. Compensation .....	5
Appendix 1 - Service agreements and contact numbers .....	7

## **1. Norlys Business Services Agreements**

In addition to the Terms of Sale and Delivery of Internet and Network Services for Business (hereinafter the General Terms and Conditions), the following is applicable to agreements regarding Norlys Business Service. In the case of any discrepancies between the General Terms and Conditions and agreements regarding Norlys Business Services, the latter shall take precedence.

A business service agreement may be entered into between Norlys and the Customer in relation to the Customer's subscription agreement for a Norlys internet- or network service for business.

Norlys Erhverv A/S (hereafter Norlys) rectifies faults in its own equipment and installations, with the exceptions and limitations which follow from section 3.

Norlys offers the following types of service agreements:

- Business service Standard
- Business service Bronze
- Business service Silver
- Business service Gold

Appendix 1 contains an overview of the contents and service elements of the three types of service agreement.

Norlys' written order confirmation and/or any separate agreement between the Customer and Norlys specifies whether the Customer has entered into a service agreement and, if so, which type.

Certain types of subscriptions to Norlys' services may automatically include a service agreement. Information about subscription agreements that automatically include a service agreement and the type may be obtained by contacting Norlys.

Information on service agreement prices in force at any time may be obtained from Norlys.

## **2. Service elements and definitions**

Appendix 1 contains an overview of the content and service elements in the individual types of service agreements. The definition of each service element is as follows:

### **2.1 Service period**

The service period is the period during which Norlys is, in accordance with the service agreements, obliged to carry out fault correction. The period is defined by a combination of time periods (e.g. 8:00 - 16:00) called Working Hours and the specific day (e.g. Weekdays), called Workdays.

Weekdays do not include public holidays. The following days are public holidays: New Year's Day, Maundy Thursday, Good Friday, Easter Sunday, Easter Monday, Great Prayer Day, 1 May after 12:00 noon, Constitution Day, Ascension Day, Whitsunday, Whit Monday, Christmas Eve, Christmas Day, Boxing Day and New Year's Eve.

### **2.2 Response time**

The maximum amount of time within the Customer's service period will stretch from when the Customer reports a fault to Norlys until Norlys begins the fault correction.

For faults reported outside the service period, the calculation of the response time begins at the start of the next service period.

For fault correction that requires on-site technicians at the installation address, and which are postponed at the request of the Customer, the response time is calculated from the beginning of the technician visit.

A differentiation is made between response time for major faults and minor faults, see section 2.3.

#### Time of fault report

The period during which the fault may be reported to Norlys by telephone, see the table in Appendix 1. Faults may be reported 24/7 by email.

### **2.4 Classification of faults (major or minor)**

Norlys determines whether a fault is major or minor, see below. Norlys reserves the right to reclassify the fault from major to minor or from minor to major if, in connection with the fault correction or in other ways, it turns out that the fault is incorrectly classified.

#### **2.4.1 Major faults**

A fault is categorised as "major" if the Customer's solution is interrupted or its quality impaired such that the Customer is cut off from using the service's most basic functions.

"Major faults" include the following:

- The connection is interrupted
- It is not possible to call to and from the Customer's connection (telephony services)
- It is not possible to retrieve/send any form of data from the Customer's connection (internet and data services)
- Router failures where all users, applications or services are down.

#### **2.4.2 Minor fault**

A fault is categorized as "minor" if the Customer experiences a degraded quality of service or a limitation in the availability of the service's features.

"Minor faults" include

- Cable defects which require digging, see however section 3.1
- Infrastructure failures in networks
- Noise on the connection
- Periodic outages
- Degraded speed
- Data can be retrieved/sent to a limited extent from the Customer's connection (internet and data services)
- Packet loss
- Router failures where individual users, applications or services are down.

### **3. Limitations**

#### **3.1. Faults which have a suspensive effect**

In certain situations, Norlys cannot rectify faults as a result of conditions beyond the control of Norlys. These situations include the following:

A. Special physical conditions that complicate or impede Norlys' fault correction, including e.g. flooding or electromagnetic noise.

- B. Serious cable failures and other serious faults in either Norlys' own or Norlys suppliers equipment and installations which affect multiple customers, and where it is not practicable to speed up the fault recovery by e.g. deploying more resources.
  - C. Conditions which lead to a particularly large time consumption (obtaining digging permits, need for expropriation, regulatory requirements for coordination with other cable owners, public authority prohibitions, etc.).
  - D. Situations subject to force majeure, see section 15 of the General Terms and Conditions.
  - E. Supply failures from Norlys' suppliers.
  - F. Faults due to manufacturing defects or similar in equipment, hardware and/or software, which occur in all products of the same production batch, and where the fault is therefore escalated to Norlys' supplier.
- Such conditions beyond Norlys control have a suspensive effect in relation to the fault recovery times in the service agreement.

### **3.2. Fault correction on non-bridged islands**

Norlys cannot guarantee compliance with response times for troubleshooting with technician visits to connections and services provided to installation addresses on islands in Denmark without road connections to Jutland, Funen, Zealand or Bornholm.

### **3.3. Fault correction at addresses abroad**

Response times for connections abroad cannot be guaranteed for fault correction with on-site technicians.

## **4. Specifically for service agreements for Norlys Business Telephony**

For Norlys Business Telephony, the service agreement covers equipment purchased from Norlys as long as the equipment is covered by the warranty period (12 months from purchase).

## **5. Access to the installation address**

The customer must ensure that Norlys or Norlys' representative can access equipment and installations at the installation address as soon as possible with a view to troubleshooting and fault correction, see section 13 of Norlys' General Terms and Conditions. If unhindered access is not granted at the agreed time, Norlys is entitled to invoice the Customer for the wasted time and travel. The customer is obliged to assist as necessary in troubleshooting and fault correction in equipment and installations at the installation address.

If the Customer reports a fault and it turns out that there are no faults in Norlys' service, or that the fault lies with the Customer's equipment or internal network, then the Customer is obliged to cover Norlys' troubleshooting costs, see section 13 of the General Terms and Conditions. Internal networks are understood as telecommunications networks for the Customer's own use at the installation address.

## **6. Technician calls 30 minutes before arrival**

When visiting the Customer, the technician always calls the Customer's contact number approx. 30 minutes before arrival. In cases where direct contact is not necessary, communication may take place via autogenerated text message.

In case of fault reporting, the Customer's contact number must therefore always be provided.

Please note that calls made by a technician may come from an "Unlisted number".

If the technician’s visit is in vain, a charge will be made for a wasted technician visit in accordance with applicable prices.

**7. Planned disruptions**

All scheduled work is, as far as possible, carried out without interference for the Customer.

If the work disrupts services, this will be announced no later than 3 days before the work is carried out. Scheduled work is announced by email.

**8. Service windows**

Service windows are recurring periods when scheduled work and service can be carried out, and where changes, releases, patches, etc., can be implemented. Scheduled work in a Service window may cause disruptions.

All times are stated in CET (Central European Time) and CEST (Central European Summer Time).

Scheduled service windows, though excluding dates in "Frozen Zone"	
Small service window	Max. 5 minutes - all days between 06:00 - 07:00
Large service window	Over 5 minutes - Monday between 01:00 - 06:00

Frozen Zone will e.g. be dates around the change of month, the month of July and around Christmas.

**9 "Proactive Monitoring" optional service**

Proactive monitoring is an optional service for selected business service agreements and consists of the following elements: (1) Connection monitoring, 2) monthly report and 3) possibility of compensation. There will be areas in Denmark where Proactive monitoring cannot be offered, and similarly, Proactive monitoring is not possible for addresses abroad.

**9.1. Connection monitoring**

Under Proactive monitoring, Norlys will be alerted if the connection to Norlys' equipment is interrupted. Norlys will hereinafter initiate troubleshooting and, if necessary, contact the Customer by telephone.

The Customer is obliged to participate in the troubleshooting in cooperation with Norlys.

**9.2. Reporting**

If the Customer has purchased Proactive monitoring of a connection, the Customer will receive a monthly report with a specification of availability (%) on a daily and monthly basis, upload and download speeds per day, as well as daily and accumulated traffic for the connection in question. The report is sent to the email address provided to Norlys by the Customer at the time of contracting.

**9.3. Compensation**

For customers who have purchased Proactive monitoring, compensation is made for fibre optic connections where the availability target has not been achieved or the guaranteed maximum downtime has been exceeded. The goals are set out in the table below.

Compensation is paid by the Customer claiming compensation from Norlys. The compensation will be paid on the subsequent invoice if the claim is justified.

Annual availability is measured 12 months after commissioning and subsequently once a year.

The maximum monthly downtime is measured at the end of the first full calendar month after commissioning and subsequently once each month.

<b>Annual measurement</b>	
Availability <sup>1)</sup> p.a. (%)	99.85 %
Maximum downtime p.a. (hours)	13 hours
<b>Monthly measurement</b>	
Maximum downtime per month (hours)	7h 18 min.

*1) Availability is measured over 8,760 hours = 1 year.*

Availability is an expression of the percentage of the operating period where the connection is functional in terms of hours, and where the Customer has full availability of all facilities and services. Availability is also referred to as the network's "uptime".

The time allocated to planned work as well as force majeure situations are not included as downtime in the basis of calculation. The same applies to disruptions attributable to operational errors at the Customer, as well as equipment which is not supplied by Norlys and which has an impact on the performance or functionality of the network.

If Norlys fails to meet the "Maximum downtime" requirements as stated in the table above, the Customer is entitled to compensation as follows:

<b>Maximum downtime exceeded by</b>	<b>Compensation</b>
0 min.	DKK 0.00
1 – 120 min.	DKK 500.00
121 – 240 min.	DKK 1,000.00
Over 241 min.	DKK 1,500.00

**Appendix 1 - Service agreements and contact numbers**

<b>Business services</b>	<b>Standard</b>	<b>Bronze</b>	<b>Silver</b>	<b>Gold</b>
Workdays	Mon- to Friday	Mon- to Friday	Mon- to Friday	Mon- to Sunday
Working hours	08:00 - 16:00	08:00 - 16:00	08:00 - 20:00	24/7
Time of fault report (per tel.)	Weekdays: 07:00 - 21:00 Weekends and public holidays: 09:00 - 17:00	Weekdays: 07:00 - 21:00 Weekends and public holidays: 09:00 - 17:00	Weekdays: 07:00 - 21:00 Weekends and public holidays: 09:00 - 17:00	All days 00:00 - 24:00
Response time - Troubleshooting, remote	2 Working hours	2 Working hours	2 Working hours	1 Working hour
Response time - Troubleshooting, technician on-site (Major)	3 Workdays	12 Working hours	8 Working hours	3 Working hours
Response time - Troubleshooting, technician on-site (Minor)	10 Workdays	5 Workdays	Following Workday	
Option to purchase Proactive monitoring	No	No	No	Yes, although some areas are excepted

Fault reporting - contact info:

<b>Norlys Business Support</b>	<b>☎: +45 88 30 30 80</b> <b>@: supporterhverv@norlys.dk</b>
--------------------------------	---

**Business connections:** Norlys Business Support provides support during the following periods:

Weekdays	07:00 – 21:00	<b>☎: +45 88 30 30 80</b> <b>@: supporterhverv@norlys.dk</b>
Weekends and public holidays	09:00 – 17:00	

**Business telephony:** Norlys Business Support provides support during the following periods:

Monday - Thursday	08:00 – 16:00	<b>☎: +45 88 30 30 80 + press 4</b> <b>@: telefonitekniker@norlys.dk</b>
Friday	08:00 – 15:00	