TLN WRO Document

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1. <u>PURPOSE</u>

(1) The purpose of this Annex is to define the terms and conditions under which AO shall deliver and implement Support Services for the CAS system, as further detailed in this Annex.

2. <u>DEFINITIONS</u>

(2) For the purpose of this Annex, the following words and expressions shall have the meaning set out below.

(3)	Problem Call	Shall mean a request to or by AO by means of opening a Trouble Ticket and by placing a telephone call to the AO's or Telenets helpdesk pursuant to the processes and procedures to inform AO or Telenet that a Problem has occurred.
(4)	Call Window	Shall mean the hours and days during which Telenet may perform a Problem Call to AO
(5)	Crisis	Shall mean an exceptional critical situation notified by Telenet to AO requiring an immediate intervention of AO
(6)	Log, Logging, Logged	Shall mean the registration by Telenet of the time an Alarm Call is placed, in an electronic or paper format
(7)	Loss of Redundancy	Shall mean the loss of redundancy of the whole or part of the System and/or Software
(8)	Problem	Shall mean any behavior of the System/Software that impacts the Services of Telenet's end users. The severity of a Problem is documented further under point 4 in this annex
(9)	Response Time	Shall mean the time measured between the Logging and the time of the first telephone reply by a competent engineer from AO to Telenet. The return call from the AO shall be logged by AO.
(10)	Restoration	Means the installation of a structural correction or a workaround in the Software and/or System in order to ensure a stable and normal operation and to restore the functionality and prevent the recurrence of the same or similar System or Software Problem.
(11)	Restoration Time	Shall mean the time measured between the Logging from the Problem Call of Telenet and the time AO has properly installed a Restoration.
(12)	Services	Shall mean all the support services provided by AO as mentioned in this Annex.
(13)	System	Shall mean the digital conditional access system that comprises Hardware and Software under the responsibility of AO.
(14)	Trouble Ticket or TT	Shall mean a report identifying a Problem. Such report is prepared by AO upon an Problem Call of Telenet.
(15)	Business Day (BD)	Any calendar day (other than Saturdays and Sundays) during which commercial banks are open for business.

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3. <u>RESPONSIBILITIES OF THE PARTIES</u>

3.1 OBLIGATIONS OF AO

(16) AO shall assume the responsibility for the implementation and the execution of the Services in accordance with the terms and conditions of this Agreement.

(17) Upon the notification of a Problem via a Problem Call, AO shall start all necessary actions to execute the required activities according to the call flow such as but not limited to extension procedure, planned maintenance process, Upgrade/Update process and escalation process.

(18) All problems and events relevant to the Services will be communicated in accordance with the incident management processes as described by Telenet in the 'WLA' (Working Level Agreement) document.

(19) AO shall cause its CAS supplier involved to commit to deliver the necessary undertakings for the delivery of the Services in accordance with the terms and conditions as specified in this Annex and the Agreement provided however that AO shall remain responsible and liable towards Telenet.

(20) AO shall respect and comply with all the agreed service levels and commitments in this Annex. Further AO shall inform Telenet in case of difficulties in solving a Problem.

3.2 RESPONSIBILITIES OF TELENET

(21) As soon as possible after the occurrence of the Problem in the Software and/or System, Telenet shall notify AO in accordance with Telenet's relevant escalation procedures.

(22) In exceptional situations, Telenet is allowed to disconnect AO DTV services from its network (by no longer scrambling AO's CAS), eg. loss of service for (all) Telenet and AO customers; critical security breach in AO network…. Reconnection of AO will happen maximum 4 hours after restoration by AO.

4. <u>DESCRIPTION OF THE SERVICES</u>

4.1 PROBLEM CATEGORIZATION REGARDING SOFTWARE/SYSTEM

(23) The following classification is used to prioritize the problems reported to or by AO:

Critical	A critical Problem is of such magnitude that there is a loss of Service or a high risk on loss of Service for Telenet's end users due to failing functionality of AO's CAS Software/System .
	This type of problem would include Hardware failure, corruption of database, System down or data corruption.
Major	A major Problem has no direct impact on user experience but must be resolved. This could lead to a critical state later on.
	This type of problem would include interconnect failure. Loss of redundancy or loss of performance are also considered as major problems.
Medium	A medium priority Problem has no operational impact on active services, eg. results in non-compliancy for the audit reports. Not delivering the daily audit report is typically a medium Problem, also not cleaning the audit errors will result in a notification of a medium problem
Low	A low priority problem is non-critical and has no noticeable impact on the System operation.

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(24) At time of occurrence, Telenet shall determine at its sole discretion the level of priority. At later stage both parties agree on priority settings depending on first Problem analysis

4.2 PROBLEM MANAGEMENT PERFORMANCES

(25) Conditions of application: Restoration time requirements are valid within support hours. Where problem occurs outside support hours, the Restoration time shall be measured from the first support hour following the Outage. Trouble Tickets that are open at the end of the reporting period shall be reported in the next reporting period. Those tickets shall be indicated in the current report as open.

(26) Timers are stopped when a solution is delivered by AO.   If, after validation by Telenet, the solution is not accepted, the timer will be restarted where it was last stopped.

SLA	Critical	Major	Medium	Low
Response time	Immediately	30 minutes	4 hours	1 BD
Restoration time	4 hours	8 hours	1 BD	5 BD
Frequency response	at least every hour	at least every 4 hours	every BD	10 BD
Support hours	24 x 7	24 x 7	BD	BD

(27) Telenet allows a temporary restoration if   AO delivers a plan for final resolution (structural correction).

4.3 PROBLEM MANAGEMENT

(28) Unless otherwise expressly agreed, AO is the sole point of contact for Telenet for technical problem related to the System.

(29) When a problem is reported by Telenet ('Problem Call'), AO will manage the end-to-end problem resolution process, including:

- Logging when the problem is received;
- Reproducing the problem in AO's lab if possible
- Tracking, escalating and resolving the problem.

4.4 ESCALATION PLAN

(30) If defined timers are not respected by AO or due to recurrent identical Problems, Telenet can start the Escalation plan.

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(31)Escalation is an exceptional procedure in the sense that it is only used as a last resort when using normal means does not lead to a solution within defined timeframes. It is used to solve the problem quickly and not to stress a dysfunction or the non-respect of a procedure. The procedure can only be started if a Problem Call has been submitted and if the service has not been completely re-established, or after repeated technical issues.

Priority	Escalation Time to Level 01	Escalation Time to Level 02	Escalation Time to Level 03
Critical	30 min	one hour	90 min
Major	one hour	two hours	four hours
Minor	1 BD	2 BD	3 BD
Low	2 BD	5 BD	10 BD

4.5 SERVICE ACTIVITIES REPORT

(32)AO provides a report about the activities carried out to execute the present Services Agreement which will be presented by AO during the quarterly review meetings.

4.6 DOCUMENTATION

(33)Documentation is made available to Telenet in electronic format for all major AO Software releases installed on the System as described in the 'WLA' (Working Level Agreement) document.

5. PRE-REQUISITES

(34)To be eligible for a Services Agreement, the Hardware requirements are to have a redundant setup

(35)The Software versions installed must be currently supported versions

(36)AO shall ensure that all equipment not supplied by the CAS supplier and connected to the System must be compatible and integrated with the System

(37)The Software / System assures correct segregation of services, adding other Operators on the shared platform should under no circumstances impact   the Telenet services

(38)The security and the integrity of the LAN shall not be compromised. In particular, AO shall not alter the routing configuration without prior consultation with Telenet. Interconnection between the HEAD END LAN and the corporate networks or Internet is not allowed.

(39)AO shall implement a Disaster Recovery Plan (DRP) and share this plan with Telenet

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6. PROACTIVE ATTITUDE

(40) AO shall make its best effort to anticipate any problems that might arise without waiting for a ticket proceeding to be started and shall take a proactive stance for solving the possible problems and inform Telenet as fast as possible after a problem has been discovered by AO

(41) In addition to any of the specific obligations, as provided under this Annex , AO shall promptly notify Telenet in writing in advance before any configuration changes of the System.   The notification periods to be respected are described in the 'WLA' (Working Level Agreement) document.

7. CRISIS SITUATIONS

(42) Exceptional critical situations notified by Telenet to AO require an immediate intervention of AO.

8. SECURITY SERVICES

(43) AO ensures that any threat or breach of Security of the Software / System (eg. when the encryption (smartcards) is forced/hacked) shall be communicated immediately to Telenet. Telenet and AO will do a risk analysis and define in mutual agreement mitigation actions.

9. WARRANTY

(44) AO shall perform the Services, as provided under the Annex, in a good and workmanlike manner in accordance with the applicable industry standards.

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