

Appendix 5 Swiss Multilateral Operator Number Portability Service Level Agreement and ONP Billing of portability charges between Swiss Donor and Recipient TSPs

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Replaces version	16.9
Modifications	<ul style="list-style-type: none">• Document references moved to Appendix 4• Abbreviations cleaned-up and moved to Appendix 8• Small wording changes to align the INA and ONP SLA (e.g. internal system breakdown alignment of amount of hours to 70.1/year)• SLA change notifications moved to main contract• Update of the list of information to be included in the SLA invoice• Merge of automatically monitored SLA penalties in the manually monitored SLA table.
Valid from	1.7.2023

1. Swiss Multilateral Operator Number Portability Service Level Agreement

1.1 Introduction

- 1.1.1. The Parties to this Multilateral Operator Number Portability Agreement Service Level Agreement (ONP SLA) understand that the efficient provision of Number Portability in Switzerland to end-customers relies on clear operational procedures between the involved operators. These procedures are described in the ONP Document for Implementation ([15] of Appendix 4) and are based on the Ordinance of Telecommunication Services [1] and the OFCOM technical & administrative prescriptions [3].
- 1.1.2. In order to foster compliance with the provisions of the ONP procedures, the Parties have decided to define and apply multilaterally Minimum Service Levels, linked to financial incentives and an obligation to provide information of mutual importance.

1.2 Content

- 1.2.1 This SLA is applicable to all Number Portability Work Orders for Switzerland sent by any TSP acting as the Recipient, received by a TSP acting as the Donor, the NRH and the DRN.

1.3 Review

- 1.3.1 The TSP Headgroup will review the service levels and incentives defined in this Agreement on an annual basis. TSPs can suggest amendments and additions to the SLA by submitting an official Change Request (CR) via the Teldas Extranet (<https://extranet.teldas.ch/change-request-cr>).
- 1.3.2 Amendments and additions to the SLA shall be announced on the Teldas Extranet at least 30 days prior to its entry into force which may be either January 1 or July 1 of the respective year.

1.4 Applicability of service levels of this SLA

- 1.4.1 The conditions of this SLA are applicable to individual TSPs upon the signature of the Teldas User contract ONP.
- 1.4.2 The ONP SLA is binding for every TSP having signed an ONP User contract with Teldas, as the ONP SLA is integral part of it. The list of TSPs can be found under the contacts of Teldas Extranet (<https://extranet.teldas.ch/contacts>), with the mention of the services subscribed (ONP must be mentioned) as well as an e-mail contact address.

- 1.4.3 New parties to this SLA shall be granted a probationary period of 2 months (starting from the first successfully completed porting on the production environment). During this period, the penalty points must be recorded but these will not be subjects to any payments between parties.

1.5 Service Level Types

- 1.5.1 The Parties have identified two main types of service level items:
- Items, which can be automatically monitored through the TSP INet-Server. These are defined in chapter 1.10 of this SLA under item 1 and 2.
 - Items, which require manual monitoring by the Recipient, the Donor, the NRH and/or the DRN. These are defined in chapter 1.10 of this SLA under items 3-18.
- 1.5.2 Each service level Item has been allocated an agreed number of Penalty Points, which are attributed to the Recipient, the Donor, the NRH and/or the DRN.

1.6 Monitoring Procedure

- 1.6.1 Automatically monitored service level items are provided by the TSP INet-Server Reports.
- 1.6.2 Service level items listed in chapter 1.10 of this SLA which cannot be automatically monitored by the TSP INet-Server must be identified/recorded by the concerned Party in written (e-mail, excel-sheet, trouble ticket system) per Work Order.
- 1.6.3 Monitoring Period: The duration of each Monitoring Period is 6 months to run consecutively from 1 January to 30 June and 1 July to 31 December.

1.7 Penalty Point Values

- 1.7.1 The value of the agreed Penalty Points varies according to the type of Work Order concerned.
- 1.7.2 The Parties have defined the following CHF values to each Penalty Point (Penalty Point Values):
- Single Line CHF 20.-
 - DDI CHF 50.--
 - INA Numbers CHF 20.-
 - Mobile CHF 20.-
 - Mobile Prepaid CHF 10.-

1.8 Exceptions

1.8.1 Over-load peaks

If a WO cannot be processed within the foreseen maximum of working days as defined in the ONP document for implementation [15], following the principles of “first come, first served” and “fair scheduling”, the Donor’s maximum daily capacity according to the 110% rule defined hereunder must be considered.

110% rule: The maximum required daily capacity of the Donor is 110% of the daily average of the total volume of ported numbers from the Donor to the concerned Recipient in the preceding 3 months, unless a forecast has been provided to the Donor a minimum of one full calendar month in advance.

For those porting numbers of the concerned Recipient in excess of the 110% rule, the SLA Penalty Points of chapter 1.10 (Late ACCEPT/REJECT items 1 & 2) are not applicable.

Exception: 1.8.1 is only applicable if the volume per month is higher than 100 WO.

1.8.2 Internal system breakdowns

The service level items in chapter 1.10 are not applicable in the case that the respective TSP can prove that the service level degradation was due to an internal system breakdown subject to the total

cumulative downtime (inclusive of planned downtime) per TSP not exceeding 0,8% (70.1 hours) per year. To avoid abuse, the maximum number of breakdowns is limited to eight (8) per year. Every TSP must inform about IT breakdowns within 1 working day by publishing date, time and duration of the breakdown on the Teldas Extranet via the online form under the rubric IT breakdown (<https://extranet.teldas.ch/it-breakdown-itbd>).

If the defined limits in the clause above are reached, then the total value of cumulated penalties caused by internal IT system breakdowns is limited to CHF 10'000 per week and is owed proportionally to the aggrieved TSPs.

1.8.3 TSP INet-Server breakdowns

The service level items in chapter 1.10 are not applicable in the case that the respective TSP can prove that the service level degradation was due to a TSP INet-Server breakdown or failure. These IT Breakdowns are published under the Teldas Extranet under the rubric IT breakdown (<https://extranet.teldas.ch/it-breakdown-itbd>).

1.8.4 Force majeure

The service level items in chapter 1.10 are not applicable due to the occurrence of events of whichever nature, which are beyond the control of the faulty Party.

1.9 Invoicing and payments

In order to enable the Parties to include any amount payable under this SLA in their respective interconnection invoices, the following rules apply for invoicing and payment, unless otherwise agreed in the Interconnection Contract or a similar contract between the Parties.

In all cases, the Parties undertake to invoice each other at the end of each Monitoring Period and to attach the information mentioned under chapter 1.9.1.1.

1.9.1 Invoicing

1.9.1.1 Within 20 (twenty) working days after the end of each Monitoring Period, the Parties must exchange their respective ONP SLA Records and the invoice for the penalties due to the respective Parties in the preceding Monitoring Period. The invoice must contain at least the following information per SLA item:

- WO number,
- WO transaction date and time,
- WO connection type,
- Item No. according to chapter 1.10
- Sub-total number of Penalty Points per WO according to chapter 1.10
- Applicable CHF values as per chapter 1.7.2
- Applicability of any Exceptions as per chapter 1.4.3 & 1.8 & 1.9.1.3

1.9.1.2 In the event a Party disputes the accuracy of an invoice, it must be done before the due date of such invoice by notifying the billing Party in writing. The Parties shall use their best endeavours to resolve the dispute amicably.

1.9.1.3 The maximum penalty each Party can bill to another Party per Monitoring Period is CHF 50'000. In case the amount of penalties due to one Party exceeds this limit, all penalty items can be reported but the bill must be adjusted to the CHF 50'000 limit.

1.9.2 Payments

1.9.2.1 Unchallenged invoices shall be paid within 30 calendar days of the date of the invoice. In case of late payment, the unpaid amounts shall bear interest at the rate of 5 % per annum.

1.9.2.2 The set-off of counter claims is expressly excluded except if otherwise agreed between the parties.

1.9.2.3 Once disputed invoices have been resolved, they will become due and payable within 30 calendar days of the date of the resolution.

1.10 List of measurable Items

Item No.	ONP Doc Ref. [15]	Service level items	Res-ponsible	Measurement	PENALTY POINTS				
					Donor	Recipient	NRH	DRN	Due to
1	6.9	For timeout A in case of late Accept/Reject:	Donor	Inet-Report 006 (automatic generated item)	3				Recipient
2	6.9	For timeout H in case of late Accept/Reject:	Donor	Inet-Report 006 (automatic generated item)	15				Recipient
3	4.1, 4.2	PoA incomplete / incorrect content / missing signature / I-Net Workorder entry doesn't match with PoA	Recipient	Donor Inhouse trouble ticket based on customer complaints		10			Donor
4	6.3.4	Unqualified Reject	Donor	Partly TSP INet-Server, partly Recipient in-house trouble ticket	10				Recipient
5	6.3.6	Recipient does not adapt routing, delays adaptation or adapts routing too soon. Applicable per work order.	Recipient	Donor and/or NRH in-house trouble tickets		10			Donor
6	6.3.6	Donor does not adapt routing, delays adaptation or adapts routing too soon: Applicable per working day (24h) and per work order i.e. first time immediately, second time if no correction 24h after notification by Recipient, third time after 48 h	Donor	Recipient in-house trouble tickets received by Donor	10				Recipient
7	6.5.1	NRH (in case of subsequent porting) does not update its database (routing table) within 1 working day (fixed network) / 4 working hours (mobile network). Applicable per working day (24h) and per work order, i.e. first time immediately, second time if no correction 24h after notification by Recipient, third time after 48 h ...	NRH	Recipient and/or Donor in-house trouble tickets received by NRH			10		Recipient

Item No.	ONP Doc Ref. [15]	Service level items	Responsible	Measurement	PENALTY POINTS				
					Donor	Recipient	NRH	DRN	Due to
8	6.5.1	Direct Routing Network TSP does not update its database (routing table) within 2 working days (fixed network numbers) / 4 working hours (mobile numbers) or 4 hours (INA numbers). Applicable per working day (24h) and per workorder, i.e. first time immediately, second time if no correction 24h after notification by Recipient, third time after 48 h...	DRN	Recipient and/or Donor in-house trouble tickets received by DRN				10	Recipient
9	6.8	Donor does not carry out a requested Emergency Restoration for DDI within 60 minutes after notification by Recipient.	Donor	Recipient in-house trouble tickets received by the donor	10				Recipient
10	6.8	Fault management no response and/or not reachable (as per contacts published under https://extranet.teldas.ch/contacts)	Donor	Recipient in-house trouble tickets	10				Recipient
11	None	The Donor, NRH or DRN TSP switches off the routing or call forwarding to the Recipient after successful porting and cannot reinstall it within 4 working hours. Applicable per working day (24h) and per work order, i.e. first time immediately, second time if no correction 24h after notification by Recipient, third time after 48 h...	Donor, NRH or DRN	Recipient in-house trouble tickets received by Donor, NRH or DRN	10			10	Recipient
12	6.3.4	Several reject reasons are not notified with one multiple rejection.	Donor	INet (WO Search for Multiple INet-Server rejections instead of one)	5				Recipient
13	4.2	Donor invoices penalties/monthly fees to end customer for a work-order initiated with "PoA type = respect contract end date".	Donor	Recipient in house trouble ticket based on customer complaints about invoiced penalties for ONP within notice period	10				Recipient
14	4.2	The number was not reserved until the end of the notice period plus 20 working days.	Donor	Recipient in house trouble ticket based on customer complaints	10				Recipient

Item No.	ONP Doc Ref. [15]	Service level items	Res-ponsible	Measurement	PENALTY POINTS				
					Donor	Recipient	NRH	DRN	Due to
15	4.1	Inability to provide original or scanned PoA within 4 working days after request (is considered as “no PoA existing” Applicable if PoA’s are not exchanged between the operators.		Donor in house trouble ticket		25			Donor
16	6.6	A ported number is returned to the NRH but the number is still in operation.	Recipient	Donor in-house trouble ticket		10			NRH
17	4.1	PoA not sent to the Donor using the correct email format and process	Recipient	Donor in-house trouble ticket		5			Donor
18	5	SMS Information Service 503 not available and Donor rejects with reason 001 or 002	Donor	INet (INet WO search : Per Reject 001 and 002 when con_type = MOBILE)	1				Recipient

2. ONP Billing of portability charges between Swiss Donor and Recipient TSPs

2.1 Scope

- 2.1.1 This agreement subsidiarily governs the billing of portability charges between the Donor and Recipient TSP as defined in article 34b of the Ordinance on telecommunication services ([1] Appendix 4) . It is only applicable in the event that there is no contract between Donor and Recipient TSP. Operators may bilaterally agree to different rulings to this agreement. The billing of porting fees between the Donor and Recipient TSP is to be considered as an interconnect service.
- 2.1.2 Each TSP must sign a bilateral contract with Swisscom which defines the basis for billing of ONP porting fees. The contract is either the standard VoIP interconnection contract (for operators having a physical interconnection with Swisscom) or a specific number porting contract. Valid contracts are available under:

<https://www.swisscom.ch/de/business/wholesale/angebot/inter/voip-ic.html>

2.2 Notification

- 2.2.1 Any Recipient TSP wishing to port numbers through the Inet-Server shall provide all necessary details for the invoice and shall ensure that the information is updated under <https://extranet.teldas.ch/contacts>.

2.3 Pricing

- 2.3.1 For each work-order, porting fees are to be paid by the Recipient TSP to the Donor TSP (in addition to the amount owed to Teldas) according to the porting type and the porting time (business hours or outside business hours).

The porting fees defined in the Swisscom Interconnection Contract (Price Manual) are applicable: <https://www.swisscom.ch/de/business/wholesale/angebot/inter/voip-ic.html>

For “mass portings” transactions as defined in [15] the porting fee must be agreed with the Donor Operator on a bilateral basis.

2.4 Terms of Payment

- 2.4.1 The billing period is by default set to 6 months (billing twice per year) unless notified otherwise by the Donor TSP to the Recipient TSP.
 - 2.4.2 At latest 20 working days after the end of every billing period, the Donor TSP invoices the Recipient TSP for all portings conducted within this billing period. The invoice is due at the end of the calendar month following the invoice date. Unless a written objection by the Recipient FDA has been filed by the due date, the invoice shall be considered approved.
 - 2.4.3 Should the payment not be made within this time limit, the Recipient TSP will be considered to be in arrears and the Donor TSP is entitled to claim for the unpaid amount an interest of 5% per year.
 - 2.4.4 The Recipient TSP is not entitled to set off claims of the Donor FDA with any counterclaims.
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