

Appendix 6 Multilateral Individual Number Allocation Service Level Agreement (SLA)

Version	16.0
Issue date	28.04.2023
Replaces version	15.2
Modifications	<ul style="list-style-type: none">• Document references moved to Appendix 4• Abbreviations cleaned-up and moved to Appendix 8• Removal of table “INA SLA records template”, instead the invoicing requirements are more precise• Removal of items 1 & 5 from the list of measurable items as with the XDR exchange on WS there will be no acknowledgement of file downloaded within 1 day. Instead, a penalty point has been added to the item 1 “Error file later than 3 working days”• The minimum frequency for XDR upload has been reduced from 8 to 3 hours (item 4).
Valid from	1.7.2023

1. Introduction

- 1.1 The Parties to this Multilateral Individual Number Allocation Service Level Agreement (INA SLA) understand that the efficient provision of INA numbers in Switzerland to the end-customers relies on clear operational procedures between the involved operators. These procedures are described in the INA Document for Implementation ([18] of Appendix 4).
- 1.2 In order to foster compliance with the provisions of the INA 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.

2. Content

- 2.1 This SLA is applicable to all INA tasks performed by any TSP acting as the INA-TSP, CDP-TSP and any TSP that adds the routing address NPRN to the called INA number (DRN). With respect to the porting of INA numbers, the conditions of the ONP SLA shall apply.

3. Review

- 3.1 The TSP Headgroup will review the service levels and incentives defined in this Agreement on an annual basis. TSP 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>).
- 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.

4. Applicability of service levels of this SLA

- 4.1 The conditions of this SLA are applicable to individual TSPs upon the signature of the Teldas User contract INA.

- 4.2 The INA SLA is binding for every Telecom Service Provider (TSP) having signed an INA User contract with Teldas, as the INA 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 (INA must be mentioned) and an e-mail contact address.
- 4.3 New Parties to this SLA as well as Parties beginning with the XDR file transfer shall be granted a probationary period of 2 months (starting from the first calendar day of the following month) after signature of the INA User contract (or for the XDR file transfer after start and official announcement to all INet-Server Users via the Teldas Manager). During this period the penalty points must be recorded but these will not be subject to any payments between Parties.

5. Service Level Types

- 5.1 The Parties have identified service level items, which require manual monitoring by the involved TSP. These are defined in chapter 10 of this SLA.
- 5.2 Each service level item has been allocated an agreed number of Penalty Points, which are attributed to the INA - TSP, CDP – TSP and/or the DRN.

6. Monitoring procedure

- 6.1 Service level items listed in chapter 10 of this SLA must be identified/recorded by the concerned party in written (e-mail, excel-sheet, trouble ticket system) per INA number.
- 6.2 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.

7. Penalty Point values

The Parties have defined the value of each Penalty Point (Penalty Point Value) as CHF 40.-

8. Exceptions

8.1 Internal system breakdowns

The Service Level items in chapter 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 TSP.

8.2 TSP INet-Server breakdowns

The Service Level items in chapter 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>).

8.3 Force majeure

The Service Level items in chapter 10 are not applicable due to the occurrence of events of whichever nature, which are beyond the control of the faulty Party.

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 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 9.1.1.

9.1 Invoicing

9.1.1 Within 20 (twenty) working days after the end of each Monitoring Period, the Parties must exchange their respective INA 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 :

- INA transaction date and time,
- INA number,
- INA status,
- Item No. according to chapter 10
- Sub-total number of Penalty Points according to chapter 10
- Applicable CHF value as per chapter 7
- Applicability of any Exceptions as per chapter 4.3 & 8 & 9.1.3

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.

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.

9.2 Payments

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.

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

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.

10. List of Measurable Items

Item No.	INA Doc	Ref.	Service level items	Responsible	Measurement	Penalty Points		
						CDP-TSP	INA-TSP	Due to:
1	[18]	Annex D	Error file later than 3 working days. After 3 working days the INA-TSP can assume that the file is accepted without format errors but for exceptional cases the XDR file should be available for representing up to 30 calendar days.	CDP-TSP	CDP-TSP In-house Trouble Ticket	1		INA-TSP
2	[18]	Annex D	Corrected XDR File not within 4 working days	INA-TSP	CDP-TSP In-house Trouble Ticket		3	CDP-TSP
3	[18]	Annex D	Number of XDR File representations more than 3	INA-TSP	CDP-TSP In-house Trouble Ticket		5	CDP-TSP
4	[18]	Annex D	No upload of an XDR at minimum once per 3 hours. Applicable per CDP-TSP per calendar day.	INA-TSP	CDP-TSP In-house Trouble Ticket		5	CDP-TSP
5	[18] [10]	[18] 1.6 [10] 5.4 & 5.5	The tariff implementation is not according to the rules for tariff announcement and limitations. Applicable per CDP-TSP per calendar day between the complaint and the correction.	INA-TSP	CDP-TSP In-house Trouble Ticket		10	CDP-TSP
6	[18]	Annex D	Uploaded CDRs older than 10 calendar days. Applicable per CDR	INA-TSP	CDP-TSP In-house Trouble Ticket		1	CDP-TSP
7	[18]	Annex D	Upload of an XDR file with format errors.	INA-TSP	CDP-TSP validate the XDR format		2	CDP-TSP
8	[18]	2.2	Incorrect CDP-ID within the received INA Format of the Called Party INA Number. Applicable once per working day.	CDP-TSP	INA-TSP In-house Trouble Ticket	10		INA-TSP
9	[18]	Annex D	One or more CDRs do not belong to the CDP-TSP, i.e. wrong CDP-ID in the Call Detail Record and/or a wrong NPRN (without contract) in the header of the file. Applicable once per working day.	INA-TSP	INA-TSP In-house Trouble Ticket		10	CDP-TSP
10	[18]	Annex D	Wrong rating in the records of an XDR file. Applicable per XDR file.	INA-TSP	Billing check		10	CDP-TSP
11	[18]	2.3.1 & 3.2, 3.3	Wrong rating as a result of too late or no update of the tariff profiles in the billing system according to the defined time limits. Applicable per billing cycle and affected INA-TSP.	CDP-TSP	INA-TSP In-house Trouble Ticket	3		INA-TSP
12	[18]	2.2	Routing with wrong NPRN according to the allocation on the INet-Server. Applicable per INA number and per working day.	CDP-TSP DRN	INA -TSP In-house Trouble Ticket	5		INA -TSP

Item No.	INA Doc	Ref.	Service level items	Responsible	Measurement	Penalty Points		
						CDP-TSP	INA-TSP	Due to:
13	[18]	5.1	Tariff modification without the agreement of the Headgroup. This contains any changes in the first event of an offline-B tariff used for directory service numbers. Applicable per case per CDP-TSP.	INA-TSP	Billing dispute		30	CDP-TSP
14	[18]	2.2.1, 2.2.2, 2.2.5	CDP-TSP does not update the routing to the new activated INA number by the activation date and time shown on the INet-Server. Applicable per INA number and per working day.	CDP-TSP	INA-TSP In-house Trouble Ticket	5		INA-TSP
15	[18]	Annex D	CDRs are not uploaded for calls that were charged by the INA-TSP to the CDP-TSP Applicable per missing CDR longer as 10 Calendar Days if the XDR Exchange flag was set to Yes. This item cannot be accumulated with other related items.	INA-TSP	XDR files & INA-TSP bill		5	CDP-TSP
16	[18]	Annex D	Total call duration in the XDR file does not match with effective total call duration. Applicable per XDR-file per CDP-TSP.	INA-TSP	XDR files & CDP-TSP generated cdr files		5	CDP-TSP

Note: Per day will be counted from the day after the Trouble Ticket is sent.