

SERVICE DESCRIPTION BY
PFALZKOM, GESELLSCHAFT FÜR TELEKOMMUNIKATION MBH

FIXEDLINE



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This document contains the service description for the FixedLine product from PfalzKom, Gesellschaft für Telekommuniaktion mbH, hereinafter called the Company. In addition to this description, the general terms and conditions of the company apply.

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1. DUTIES OF THE COMPANY

The Company provides the customer within the current framework of technical and operational capabilities, fixed line connections with digital or optical interfaces and transmission bandwidths.

The agreed transmission bandwidth is fixed for the contractual period.

1.1 Installation

The Company will install an access system (network terminal equipment) at the agreed transfer point at customer to function as a network connection for the activation of the customer's terminal facility. The installation – in particular, the routing of cables into the Company network – shall be performed in accordance with standard installation regulations applicable to the Company or the sub-contractor in effect at the time of performance.

1.2 Transfer Point

The transfer point is the location at which the Company supplies the services offered to the customer.

The exact location of the transfer point depends on the implementation options in the coverage area of the customer.

1.3 Network Terminal Equipment

Many areas of the network require network terminal equipment. This provides access into or over the Company network. The network terminal equipment has the exclusive function of connecting a terminal device for use or for transmission of data, TV, Internet, and telephone services.

The customer is not authorized to perform any changes to the network terminal equipment or to permit any change by a third party.

In the Company fiber optic network, the laser radiation used in the optical network terminal equipment represents a significant health hazard. Any modification of the fiber optic cable (connections), the fiber optic box, or the network terminal equipment is expressly prohibited. The laser radiation used is invisible and may cause health injuries in the event of uncontrolled emission.

In the event of the sale of the property or relocation, the network terminal equipment remains at the installation site in the property.

1.4 Access System

The access system is comprised of the equipment required to deliver services to the customer. It consists of the network terminal equipment, a terminal device, or both.

The customer provides the installation location, an adequate power supply to the terminal, and the network terminal device at own expense.

2. QUALITY FEATURES

2.1 Performance Characteristics

The performance characteristics are provided separately in the technical specifications.

2.2 Interfaces, Standard Settings, MTU-sizes, and Transparency

An electronic port serves as the interface for the transfer to the customer. Optionally, the transfer function may be performed over a multi-mode or single mode fiber optic connection.

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Information on supported interfaces, standard settings, MTU sizes, and transparency is provided separately in the technical specification. The assigned data rate represents a maximum value. Data throughput is dependent on frame size.

2.3 Access Lines

The Company reserves the right to obtain the access lines for the broadband connection, if necessary, from a third party. The actual achievable transmission speed at the customer connection is dependent on the physical conditions of the access line. In this case, the maximum possible transmission rate cannot be guaranteed as the bandwidths may be only partially achieved. Consequently, the customer may be assigned a lower bandwidth.

3. AVAILABILITY

The Company Fixed Line provides the customer an average availability of 99.5 % throughout the year.

3.1 Bandwidth Changes

Using software technology, the access bandwidth in FixedLine connections can be varied within the predetermined switching levels. A change in the bandwidth may be effected during the term of the contract at the end of the following month. A higher bandwidth (upgrade) within the scope of the connection bandwidths available at the customer location is possible at extra cost based on the pricelist in effect at the time. Upgrades depend on the transmission line capacity and the technical requirements of the network terminal equipment as well as the available customer terminals. In some cases, additional hardware must be installed at the customer site. Downgrading the bandwidth is also possible after contract termination.

4. OPTIONAL SERVICES

The Company agrees to perform additional services on request and for a special fee to be agreed within the framework of existing technical and operational possibilities:

- Application for and delegation of domains
- Installation, replacement, or modification of the activate facility and installation of the terminal line.
- In-house cabling between the transfer point and the terminal systems at the customer can be performed by the Company at cost and separately invoiced.
- Non-standard cable routing for the fixed line in the Company network (circuit routing)
- Non-standard installation of the fixed line
- Change in the fixed line bandwidth (if the change does not decrease the amount of the monthly connection fee.
- Re-installation of the fixed line in the Company network
- Reservation of a fixed line
- Concept/Design consulting services

5. FAULT CLEARANCE

The Company agrees to suppress interruptions occurring in its own technical installations within the framework of the existing technical and operational possibilities. Service measures are performed on the basis of the service level purchased by the customer.

5.1 Service Levels

Standard Services are included in the base price.

Premium Services are charged additional fees according to the pricelist.

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5.1.1 Acceptance of Fault Reports

Faults may be reported to the Company by phone during the service hours of operation at the telephone number: 0800-6883633.

5.1.2 Service Operations

The service hours of operation differ based on the agreed service level:

Standard Service: Monday to Friday from 8:00 a.m. to 6:00 p.m. (except for national holidays).

Premium Service: Monday to Sunday, (incl. national holidays) from 0:00 a.m. to 11:59 p.m.

5.1.3 Response Time

The initiation of fault clearance actions depends on the contractually agreed service level

Standard Service: Generally within one (1) hour during normal hours of operation as defined in item 5.1.2.

Premium Service: Generally within one (1) hour during normal hours of operation as defined in item 5.1.2.

5.1.4 Fault Clearance Time

The Company agrees to clear faults during normal hours of operation within eight (8) hours if the fault is reported during the business hours specified in 5.1.2. The fault clearance deadline is satisfied if the requested service is restored to the customer within eight hours. The period of non-availability is calculated as the difference between the time of receipt of the fault report by the responsible company point of contact and the time of fault clearance. The fault clearance time for faults reported outside of the normal hours of operation begins at 08:00 a.m. the following workday (Monday to Friday).

In the event the fault clearance time ends on a Saturday, Sunday or holiday, the time extends to the following workday (Monday to Friday). If delayed for reasons for which the customer is responsible, the calculated period of non-availability is reduced.

The Company is obligated to clear the fault during normal hours of operation within the specified fault clearance time. The interruption shall be suppressed or eliminated within the fault clearance time, at least to the degree that the service (perhaps, with temporarily reduced quality) is restored.

The customer is obligated to cooperate in efforts to adhere to the fault clearance time. In this context, the customer agrees to provide the company technician unhindered access to its premises and to support as necessary the fault analysis activities. Consequently, waiting periods that may be encountered are not included in the fault clearance time.

5.1.5 Appointment Scheduling

As required, the Company may schedule an on-site service visit to the customer's location by a company technician. The show time or such appointments will be one hour (e.g., "somewhere between 9:00 and 10:00").

In the event the service cannot be performed at the agreed time due to reasons for which the customer is responsible, a new appointment will be scheduled and, possibly, additional travel costs invoiced. In this case, the fault clearance deadline defined in 5.1.4 will be suspended.

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5.1.6 Notifications

The Company will inform the customer without delay by telephone, fax, or e-mail of the successful elimination of the fault. In the event the customer cannot be reached during business hours on the day service is restored, the notification will take place on the following work day.

6. TERMINATION

6.1 Access System

In case of contract termination/expiration/rescission, etc., the customer agrees to return to the Company the network terminal equipment on loan from the Company within a period of four weeks after termination (via post or handover at the company premises) or to purchase the same at the appropriate residual value. If the network terminal equipment is not returned in a timely manner to the Company, the final invoice will automatically reflect a charge based on the residual values.