

Service Description

Swisscom Line company



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1 Service Overview

Swisscom Line company is the replacement product for the traditional individual analogue/ISDN connections. It is based on Swisscom's All IP platform, which enables convergent communications based on the Internet protocol (IP). The application behind the connection is a classic telephone set. Special applications such as alarm systems, modems or lift telephones are not covered by this service description and must be agreed separately.

Option ML 3/3 - 3 lines, 3 phone numbers	Internet Option - IP connection, data rate 10/1 Mbit/s (download/upload)
Option ML 2/2 - 2 lines, 2 phone numbers	Failover Option - USB Stick and Power supply failover
Swisscom Line company - 1 line, 1 phone number - HD telephony (depends on end devices used) - at least 1 a/b interface - at least 2 Ethernet ports	

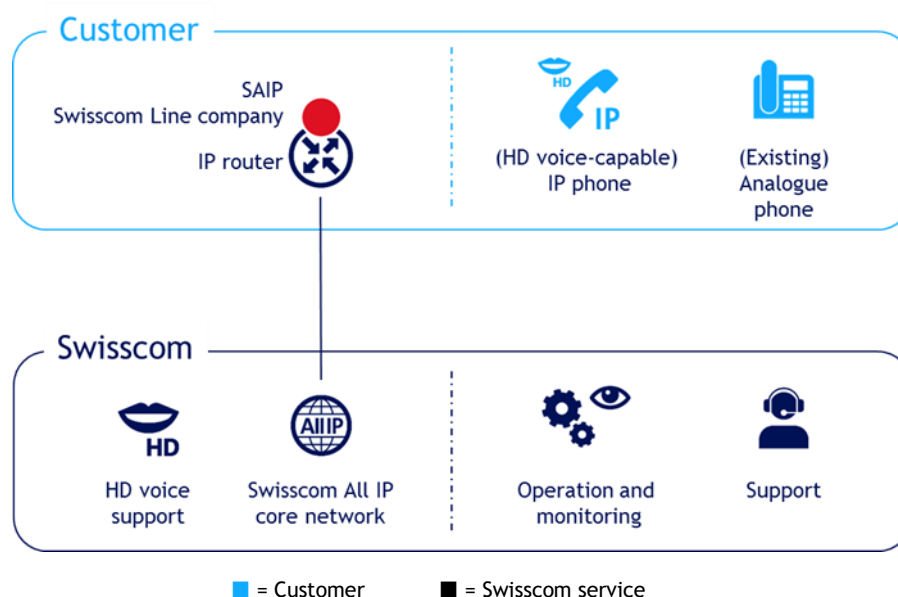
This service description covers IP-based fixed-network telephony connections. The variants and options available for the Swisscom Line company service can be found in section 3 (see below).

2 Definitions

2.1 Service Access Interface Point SAIP

The Access Interface Point (SAIP) is the contractually agreed, geographical and/or logical point at which a service is handed over to the user of the service, optionally monitored, and the provided service level documented.

The following schematic diagram illustrates the services and service components of Swisscom Line company:



The SAIP is the interface connecting the end devices to the Swisscom IP router at the customer's end.

3 Variants and Options

Standard variants	Swisscom Line company
Basic telephony with 1 line/1 phone number	●
a/b interface	●
At least 2 Ethernet ports	●
Support for HD telephony (depends on end devices used)	●
Support for phone number display (depends on end devices used)	●
Options	
Option ML 2/2: 2 lines, 2 phone numbers	○
Option ML 3/3: 3 lines, 3 phone numbers	○
Internet option: IP connection, data rate 10/1 Mbit/s (download/upload)	○
Failover option	○

● = Standard (included in the price) ○ = For an additional fee

3.1 Standard services

The Swisscom Line company service offers one line and one phone number, HD telephony (depending on the end devices used), at least one a/b interface and at least two Ethernet ports.

The subjective acoustic perception of speech transmitted via VoIP is comparable with the voice quality of traditional (TDM) telephony if suitable data networks are used (depending on the coding and compression applied) or better (HD telephony, depending on the end devices used).

The number of the caller or called party is generally displayed, where technically possible, regardless of whether it is registered in a directory or not. The customer can suppress the phone number display free of charge, either permanently or on a call-by-call basis. For technical reasons, the phone number display or its suppression cannot be guaranteed, in particular when calls are made from or to a third-party network. When calls are made to emergency numbers, to the transcription service for the hearing impaired or to the hotlines on which faults are reported to Swisscom, it is not possible to suppress the phone number display. The phone number display function may also display the first and last name of the customer whose line is being used to make the call.

3.2 Options

The customer can also agree additional options on top of the standard services for an additional fee:

3.2.1 Option ML 2/2

Under option ML 2/2, Swisscom provides two lines and two phone numbers.

3.2.2 Option ML 3/3

Under option ML 3/3, Swisscom provides three lines and three phone numbers.

3.2.3 Internet Option

The Internet option provides Internet access with up to 10 Mbit/s download and 1 Mbit/s upload.

3.2.4 Failover Option

The failover option is useful in particular for emergency phones that are rarely used, but whose functionality in an emergency is vital. The offer is not suitable however for business-critical lines, or other lines for which high availability must be guaranteed.

3.2.4.1 USB stick for fixed network failover (mobile failover)

The USB stick (failover stick), which is provided free of charge, may only be used at the location of the fixed network connection and requires the use of a suitable router (modem). With its mobile failover function, Swisscom provides an alternative phone connection should the Swisscom fixed network fail temporarily, as long as certain technical conditions are met (adequate mobile phone coverage).

3.2.4.2 Power supply failover (Uninterruptible Power Supply, UPS)

The UPS system, the main component of which is the UPS battery, safeguards against local power outages. It bypasses a power outage, but not a network failure.

Swisscom guarantees the customer a 14-day right of return from the date of purchase.

3.2.4.3 Obligations of the Customer

The functionality of the service requires a functioning UPS system, which is the responsibility of the Customer. Swisscom recommends that the Customer regularly checks the functionality and battery power of the UPS system. The Customer shall contact Schneider Electric (Switzerland) AG directly for support and warranty provisions.

3.2.4.4 Warranty and liability

The option does not provide any guarantee that Swisscom Line company will function without interruption.

The UPS system does not provide any guarantee of uninterrupted or fault-free operation in the event of a power outage.

Swisscom excludes all warranty liability with regard to the UPS system. However, Swisscom cedes to the purchaser those warranty claims that are admitted by its supplier. The purchaser can submit these warranty claims to Schneider Electric (Switzerland) AG.

Any liability in connection with the USB stick and the UPS system is excluded to the extent permitted by law.

4 Performance description and responsibilities

Where services of Swisscom Line company are concerned, Swisscom differentiates between recurring and non-recurring services. Their scope and the division of responsibilities between Swisscom and the Customer are defined in the table below.

Non-recurring services

Activities (S= Swisscom / C = Customer)	S	C
Provision of service		
1. Provision of router	✓	
2. Provision of service access	✓	
3. Installation of router and end devices		✓ ¹

Recurring services

Activities (S= Swisscom / C = Customer)	S	C
Standard services		
1. Operation and maintenance of the Swisscom Line company service	✓	
2. 24/7 Service Desk	✓	
3. Incident management	✓	

¹ Self-service or for an additional fee: installation by partner

5 Service levels and reporting

5.1 Service levels

The following service levels generally refer to the agreed support time. Definitions of terms (operation time, support time, availability, process and security) and the description of the measurement method used and reporting are based on the other contract elements.

The following service levels are available for the offer variants (see section 3). If several possible service levels are available for each variant, the service level shall be selected in the service contract.

Service level & target values		Swisscom Line company
Operation Time		
Operation Time	Mon-Sun, 24 hours a day	●
Provider Maintenance Window	(see below, section 5.1.1)	●
Support Time		
Support Time	Mon-Fri, 7 a.m. to 6 p.m.	●
Fault acceptance	Mon-Sun, 24 hours a day	●
Availability		
Service Availability	Best effort	●
Process		
Service Fulfillment		
Ready for Service	Best effort	●
Security		
	Basic (ITS LB)	●

● = Standard

5.1.1 Maintenance window

Swisscom shall inform the Customer sufficiently well in advance about any interruptions to service, such as those necessitated by maintenance work (launch of new technologies or software updates etc.) Swisscom shall ensure such interruptions are kept reasonably short and will restrict them to off-peak periods wherever possible, such as at night. Information will be posted on the Swisscom portal (www.swisscom.ch).

5.1.2 Fault acceptance

Fault analysis and processing are reactive and triggered by faults reported by the Customer.

5.2 Service level reporting

The scope of service provided by Swisscom Line company does not include the generation of a service level report as standard.

6 Billing and quantity report

The service shall be invoiced retroactively on a monthly basis. The obligation to pay begins on the day after the Customer registers or, if the Customer does not register, at the latest 21 days after Swisscom has activated the signal. If the Customer is responsible for a delay, this will not absolve it from the obligation to pay.

In the case of incomplete months, one thirtieth of the monthly charge may be billed per day.

Voice traffic outside of the Customer's data network shall be billed in accordance with the prices set out in a separate agreement with Swisscom.

7 Special provisions/requirements

7.1 Remote maintenance of routers

For the purpose of maintaining and optimising its services and for configuration and support purposes, Swisscom reserves the right to access the routers installed at the Customer's premises for the use of the service at any time and without specific prior notification, in order to perform remote maintenance, function checks and patch management.

Swisscom may specify that Customer access to the end device used for its Internet access may only be online through the access provided by Swisscom. Swisscom is authorised to transfer data that is on the end device to its database. Swisscom is authorised to take measures with respect to security.

During remote maintenance, Swisscom will gain access to Customer files that are directly related to the configuration of the end device and the Internet service. The computer devices (PC, notebook) that are connected to the Customer end device are excluded from the remote maintenance and Swisscom will have no access to data stored on these computer devices. Access to the devices by third parties is also excluded.

To ensure the highest possible security of the wireless LAN, Swisscom shall manage the WLAN key on a central server. In the event of a router reset, old router software may be replaced by new, more powerful software. This process may mean that a new WPA key generated with a random algorithm and stored centrally replaces the previous locally stored WLAN key, and protects a previously open, unsecured network. This will increase security.

Swisscom shall accept no liability for any damage to Customer hardware that occurs following remote maintenance, unless it can be proved to have been caused by Swisscom's remote maintenance.

7.2 Security

The following data protection risks arise for the Customer during Internet usage: E-mails that are sent unencrypted may be read, edited, suppressed or delayed by unauthorised third parties. Senders may be falsified. Postings in newsgroups, forums and chat groups may be faked, falsified or analysed by third parties. In certain cases, third parties may monitor Internet traffic in the World Wide Web and find out user names and passwords.

Data encryption improves the confidentiality and reliability of information. Perimeter defences (firewalls) can prevent third parties from penetrating the Customer's network. It is the responsibility of the Customer to take appropriate measures to safeguard its network and data.

7.3 Telephony service provider

During the term of this service contract, the Customer waives its right to freely select a service provider (carrier pre-selection (CPS)), i.e. it acquires fixed network telephony services for the agreed phone numbers from Swisscom only.

7.4 Cross-border data access

The data transmitted to Swisscom by the Customer (customer data) within the scope of the provision of services shall generally be processed by Swisscom in Switzerland. Data shall be processed only by third parties working on behalf of Swisscom and/or from abroad in accordance with the applicable provisions of the Swiss Telecommunication and Data Protection Act. Such processing may occur, for example, in instances where the data is processed by employees domiciled abroad (cross-border commuters) or while travelling, as well as in cases where data is handled by the maintenance divisions of foreign manufacturing companies.

A Swisscom partner shall provide support services for Swisscom Line company. It shall receive access to the customer's master and inventory data for this purpose.

If the transmission of customer data serves to fulfil a contractual obligation (e.g. roaming or the connection of foreign customer sites), the Customer itself will be responsible for ensuring compliance with the applicable data protection provisions.