Service description TopNet OAN.

Stand: 11/2025

DreiBusiness.

Table of contents.

1. Target customer group.

The product TopNet OAN is valid for entrepreneurs within the meaning of § 1 KScHG.

TopNet OAN is a networking solution with asymmetric and symmetric bandwidths via the OAN infrastructure as the access network and the Drei MPLS backbone network. It uses the equipment which is provided by Drei on a rental basis and described in Chapter 4.

2. Definitions.

Abbreviation	Description
ONT	Optical Network Termination
OAN	Open Access Network
OAN Provider	Open Access Network Provider
öGIG	öGIG Fiber GmbH
nöGIG	nöGIG Phase Zwei GmbH, nöGIG Phase Drei GmbH und Gebiete in deren Netzverantwortung
BBOÖ	BBOÖ Breitband Oberösterreich GmbH
SLAs	Service Level Agreements

3. TopNet OAN Networking.

3.1 Description of the TopNet OAN service.

TopNet OAN is a solution that uses Drei's MPLS (Multi-Protocol Label Switching) infrastructure to connect a customer's location to other locations of the same customer that also use a TopNet solution (TopNet, TopNet Lite, TopNet Mobile).

The MPLS network uses a shared backbone that serves multiple customers – in the form of virtual private networks (MPLS VPNs). Although a shared backbone is used, the MPLS VPNs of individual customers are strictly separated from each other.

Drei implements a connection to Drei's MPLS (Multi-Protocol Label Switching) network at the desired locations, within the scope of existing technical and operational capabilities. The location (connection point) is specified by specifying the exact address and premises.

TopNet OAN is fundamentally compatible with Drei's business portfolio and supports the operation of IP-based ATMs and POS systems that use the TopNet solution to connect to the payment partner.

3.2 TopNet OAN Carrier service.

With TopNet OAN, Drei establishes a connection to the Drei transport network. Depending on the technical and operational availability of the respective infrastructure at the customer's location, which is reviewed by Drei before the contract is concluded, the connection is established via the fiber optic lines of one of the following Open Access Network providers: öGIG, nöGIG, BBOÖ.

The verification of which variant can be established and the corresponding information about this will be provided before the contract is concluded.

Drei enables the use of the TopNet OAN service on an OAN infrastructure of the above-mentioned OAN providers, as long as an OAN connection is available at the customer's location, a contract between Drei and the customer, and the framework agreement between Drei and the respective OAN provider regarding the provision of the OAN broadband network exists.

OAN offers are limited to certain municipalities. Information about OAN expansion projects is available in your municipality and directly from the respective OAN provider. A Drei service can only be provided after a home connection has been ordered from the OAN provider and upon presentation of the Open Access ID (OA ID) to Drei.

TopNet OAN networking is available in the following variants. All bandwidth specifications refer to availability up to the network termination point (router):

Bandwidths in Mbit/s, available via öGIG/nöGIG infrastructure.

„Up to" bandwidth	Minimum download and upload speed	Maximum download and upload speed	Normally available download and upload speed
150/50	105/35	150/50	135/45
250/100	175/70	250/100	225/90
500/200	350/140	500/200	450/180
1000/300	700/210	950/300	900/270
100/100 (only öGIG)	70/70	100/100	90/90
200/200	140/140	200/200	180/180
300/300	210/210	300/300	270/270
500/500	350/350	500/500	450/450
1000/1000	700/700	1000/1000	900/900

Bandwidths in Mbit/s, available via BBOÖ infrastructure.

„Up to" bandwidth	Minimum download and upload speed	Maximum download and upload speed	Normally available download and upload speed
300/300	210/210	300/300	270/270
500/500	350/350	500/500	450/450
1000/1000	700/700	1000/1000	900/900

The bandwidth in Mbps corresponds to the advertised and orderable bandwidth, with a "flat rate" data transfer volume.

The first number indicates the bandwidth available for receiving data (download), the second the bandwidth available for sending data (upload). The stated bandwidths are gross bandwidths. The net bandwidth is calculated after deducting an overhead of approximately 5%, which is required for addressing and sending the data stream in the form of IP packets. Data transfer volume is the sum of all outgoing and incoming data volumes. In this case, "flat rate" means that there are basically no restrictions on data transfer.

The bandwidths listed are best-effort bandwidths, meaning maximum possible bandwidths, which cannot always be achieved for technical reasons. The actual achievable bandwidth depends on the physical and technical characteristics of the subscriber line, over which Drei has no influence. The actual available bandwidth depends on factors such as line attenuation, line length (measured from the customer's connection to the nearest main distribution frame), line diameter, network utilization, and line quality.

The minimum download and upload speed in Mbps is available outside of maintenance windows or outages. The maximum download and upload speed in Mbps corresponds to the advertised and orderable bandwidth. The normally available download and upload speed in Mbps corresponds to the internet access bandwidth that is normally available 95% of the day.

In the event of a continuous or regularly recurring deviation in speed or other service quality parameters between the actual performance and that stated by Drei, you are entitled to warranty claims.

You initially have the choice between improvement or replacement of the defective service from Drei. This choice does not apply if the choice made is impossible for Drei or involves disproportionate effort for Drei compared to the alternative.

Drei is obliged to comply with your claim within a reasonable time and with the least possible inconvenience for you.

If both improvement and replacement are impossible or involve disproportionate effort for Drei, you have the right to a price reduction or, if the defect is not minor, to rescission (=cancellation) of the contract. This also applies if Drei refuses to improve or replace the service or does not carry it out within a reasonable period, if these remedies would involve significant inconvenience for you, or if you cannot reasonably be expected to accept them for valid reasons. Rescission results in the cancellation of the contract affected by the defect.

Drei will implement a connection to Drei's MPLS network (also in combination with TopNet) at the desired locations within the scope of existing technical and operational capabilities. The location of an endpoint is specified by specifying the exact address and premises. Drei establishes TopNet connections between the endpoints according to your specifications (consisting of connections from the underlying carrier service and those from the device). TopNet provides data networking via routers based on Drei carrier services such as VipNet (MPLS-VPN).

4. Devices.

The premium routers used by TopNet OAN are high-performance devices with exceptional stability and durability. Drei provides you with the necessary devices as part of the TopNet OAN service for proper use. The premium router is included in all the following TopNet OAN variants:

- TopNet OAN öFIBER
- TopNet OAN Plus öFIBER
- TopNet OAN Top öFIBER
- TopNet OAN nöGIG
- TopNet OAN Plus nöGIG
- TopNet OAN BBOÖ
- TopNet OAN Plus BBOÖ

The router type depends on the selected bandwidth. Customer administrative or management access to the devices is not provided for security and support reasons.

The router remains the property of Drei.

Upon termination of the contract, all devices provided must be returned to Drei.

Drei reserves the right to charge for devices whose visual and technical condition does not reflect normal wear and tear in an office environment. The descriptions of the technical specifications and functions are current at the time of printing and may vary upon delivery. In the interest of technical progress, Drei reserves the right to change the devices and/or features offered at any time, even without prior notice.

Technical specifications of the used routers:

- 1 x Gigabit Ethernet WAN port according to IEEE 802.3ab, implemented in RJ45
- 4 x Gigabit Ethernet LAN ports according to IEEE 802.3ab, implemented in RJ45
- USB 2.0 for possible USB storage devices, implemented in USB Type A

4.1 Router configuration.

The TopNet OAN router is configured for appropriate operation. Configuration of the provided router is handled exclusively by Drei. Drei is responsible for commissioning, maintenance, and management of the terminal equipment.

Drei does not provide configuration or service for bridge setup. Configuration changes that deviate from the standard configuration are billed based on the time and effort involved. Only limited technical support can be provided for such configuration changes.

4.2 LAN IP address range.

When ordering TopNet OAN, the desired LAN IP address range must be specified for each TopNet OAN location. Please note that each IP address may only occur once in your MPLS VPN. Typically, each TopNet OAN location is assigned its own IP subnet. For example, this could be 192.168.1.0/24 for one

location and 192.168.2.0/24 for the next location. This means that 254 IP addresses are generally available at each location. However, the router's IP addresses cannot be used for devices in the LAN. In our example, this would be the location with the subnet 192.168.1.0/24:

- Router's IP address: 192.168.1.1 (the first available address in the IP network)
- The router's IP address can be set to a different value if desired

Private IP addresses are used on the LAN side. The IP address is configured from a range specified by the customer.

4.3 DHCP settings.

Drei provides a DHCP server in the end device (the router). The DHCP server is disabled by default. Activation of the DHCP server in the router with the desired DHCP address range from the selected LAN IP address range of the location must be specified when ordering. When using the integrated DHCP server, the DHCP address range will generally correspond to the freely available LAN IP address range. In our example, for the subnet 192.168.1.0/24, this would be 192.168.1.2 to 192.168.1.253.

If you operate your own DHCP server, ensure that the settings required for TopNet OAN operation are configured on it. In this case, your DHCP server must assign the following options:

- IP address
- Subnet mask
- Default gateway (router's IP address)
- Domain name
- Domain name server

If you operate a central DHCP server for all locations, the IP address of the DHCP server must also be specified when ordering.

4.4 Connection of customer-owned devices.

Responsibility for the proper functioning of customer-owned devices connected to TopNet OAN is responsibility of the customer. Drei assumes no warranty or liability for the operation of a specific customer-owned device connected to TopNet OAN. The inability or failure of a customer-owned device connected to a TopNet OAN connection does not constitute grounds for withdrawal from the contract, nor does Drei indemnify the customer. This is especially important in the case of alarm systems failing to function. Consultation with an alarm system technician is recommended.

5. TopNet OAN connection establishment.

5.1 General.

The subscriber connection is established in accordance with standard installation regulations.

Optical Network Termination remains the property of the respective infrastructure provider. If the customer dismantles or modifies the ONT, Drei assumes no responsibility for the functionality of the Drei service.

The ONT provided by the OAN provider and the passive infrastructure may not be modified or removed in any way by you without the prior written consent of the respective OAN provider. You agree that the OAN provider and its contracted companies may, after prior consultation with you by telephone or email, enter your property and/or business premises for the purpose of installation, maintenance, and troubleshooting of the active and passive network, and you will provide all necessary information to carry out the necessary work.

In the event of damage to the ONT, we will charge you for any costs incurred by the infrastructure provider.

5.2 Special features of production via OAN fiber optic infrastructure.

The laying of the connection line from the handover point of the respective OAN at the property boundary to the ONT is the responsibility of the property owner.

The TopNet OAN service will only be installed after you have ordered a house connection from the respective OAN provider and after an Open Access ID (OA ID) has been obtained. Furthermore, the

completion of the fiber optic line and the delivery of the ONT by BBOÖ will only be carried out as part of a service order.

5.3 Cable section between ONT and the location of the router.

If the router is not located within 2m of the ONT, you are responsible for laying the cable by the agreed service installation date.

5.4 On-site installation of the router.

On-site installation is carried out by an installation partner commissioned by Drei and includes commissioning the subscriber connection. Work beyond the standard installation will be carried out at cost and only for a separate fee.

Please note that the installation partner will not perform any in-house cabling, including chiselling work or wall or ceiling penetrations. Ensure that the cabling for installing the router and connecting your end devices is in place at the time of installation. This may also include obtaining permits from the building owner, building management, or landlord if cables need to be routed through hallways or third-party premises.

A prerequisite for proper on-site installation is that the connection location is in a suitable condition for this work (e.g., existing power supply, LAN cabling, etc.).

The TopNet OAN Service can only be installed once the technical requirements have been met, the ONT has already been installed, and the physical fiber optic connection has been established. This applies regardless of the underlying infrastructure.

All devices provided by Drei as part of TopNet OAN may only be operated at the connection location (site) where the service was implemented by Drei.

5.5 Network termination point.

The network termination point defines the boundary of responsibility.

Devices provided by Drei are also Drei's responsibility. Devices that you connect directly to the router are your responsibility.

The RJ-45 socket on the landline router is the network termination point of the Drei data network, where Drei's services for the customer terminate. Drei provides support for all network equipment up to this socket, including the line, the ONT, and the provided router. All customer equipment, indoor cabling, and other equipment behind the landline router are your responsibility and subject to your authority.

6. Maintenance and Support.

Drei's support services exclusively include support for devices and software provided by Drei and extend to a standard level of installation and configuration support. Errors in the central components of the Drei network are monitored proactively and rectified 24/7.

To ensure the availability of the services provided, Drei shall endeavour to rectify faults or disruptions as soon as possible. The service comprises the elimination of all faults and errors falling under the remit of Drei or of third parties engaged by Drei. Errors and faults falling under the remit of Drei or its agents are rectified free of charge for the customer. If Drei is called to repair a fault and it is found that there is either no problem with the TopNet OAN service or the fault was caused by the customer, then the customer shall compensate Drei for any expenses incurred in accordance with the prevailing specialist fees and charges (see Business Terms and Conditions).

The user acknowledges that 100% availability is generally not technically feasible. Drei reserves the right to limit or suspend the service for short periods of time for maintenance, security or capacity reasons.

6.1 Medium network availability.

The average network availability for implementations using the öGIG/nöGIG infrastructure is 99.7% on average per year. The average network availability for the TopNet OAN BBOÖ product variant is 99%, and for the TopNet OAN Plus BBOÖ product variant, it is 99.5% on average per year.

The following periods are not included in the downtime and are considered suspended periods:

- Periods outside of the agreed support hours.
- Planned and previously notified outages for maintenance work. This also includes connection interruptions that are unavoidable due to the implementation of the ordered changes to your connection or equipment.

- All periods of time due to delays in troubleshooting caused by you or for which you are responsible (e.g., unavailability, inability to access your location, etc.).
- Unavailability due to facilities or external influences at your location (internal or customer-specific cabling, power, air conditioning, building, shutdown, etc.).
- All downtimes during which you fail to follow the agreed troubleshooting procedures.
- If you make changes to the equipment or network.
- Any downtime caused by you, your employees, agents or third parties to whom you have entrusted the use of the telecommunications services.
- Periods of reduced performance if measurements by Drei prove that the contractually specified values have been achieved.
- Periods of reduced performance of a service for which no performance values are specified.
- Downtimes caused by force majeure (e.g. fire or water damage or atmospheric discharges), malicious damage by third parties (vandalism, etc.).
- Network and service management.

6.2 Service Level Agreements (SLAs).

The following SLAs apply to TopNet OAN:

	SLA Basis	SLA Plus	SLA Top
Fault reporting	Mon - Sun: 08.00 am - 08.00 pm	Mon - Sun: 08.00 am - 08.00 pm	24/7
Incident working hours	Mon - Fri: 08.00 am - 5.00 pm	Mon - Sat: 08.00 am - 06.00 pm	24/7
Error diagnosis	4 hrs	2 hrs	2 hrs
Repair deadline (punctuality)	2 hrs	1 hr	1 hr
Reporting	e-mail/text - automatically	e-mail/text - automatically	e-mail/ text & opt. tel. call
Repair time	within 2 working days	8 hrs	6 hrs

The use of the respective SLAs depends on the underlying infrastructure. The following table shows the SLA combinations that are included as standard or available optionally for an additional charge.

Infrastructure, bandwidth profiles	SLA Basis	SLA Plus	SLA Top
BBOÖ, all profiles	Included	Optional	-
ÖGIG/NÖGIG, asymmetrical	Included	-	-
öGIG, symmetrical	-	Included	Optional
nöGIG, symmetrical	-	Included	-

Fault reporting: the timeframe within which the fault at the customer is registered at Drei, an incident ticket is issued and forwarded to a 2nd level service technician for processing.

Incident working hours (including on-site deployment): the timeframe within which the service technician works on the fault either by telephone or on-the-spot.

Error diagnosis: the timeframe within which a 2nd level service technician starts rectifying the error by means of remote maintenance to solve the problem himself, if possible, or sends a field service technician to the customer. If it is necessary to send a technician to the customer, a field service technician will be sent immediately. Drei is responsible for deciding whether rectifying the fault should start with remote maintenance or on-the-spot troubleshooting.

Repair deadline (punctuality): the maximum admissible deviation by the field service technician from the deadline mutually agreed by the customer and Drei for on-the-spot troubleshooting.

Repair time: defines the average time for troubleshooting and is calculated from the time the fault diagnosis is completed.

Valid for: problems with access or modems.

7. Prerequisites for operation.

To use TopNet OAN, the following requirements must be met:

Switched network environment in the LAN; CoS (IEEE 802.1p) is recommended to maintain voice quality. The power supplies (230 VAC) required for the devices must be provided by the customer. An operating temperature range of +5°C to +40°C and a relative humidity of 35 to 75% (non-condensing) must be maintained.

8. Customer connection.

You connect your devices (router, firewall, telephones) to the network termination point using the appropriate connection cables. This establishes access to the TopNet OAN service.

9. Responsibility in the LAN.

The customer's LAN is not the responsibility of Drei – this also applies to customer-owned firewalls, DNS, and DHCP servers that are operated by Drei.

The use of data stream-based products is permitted exclusively within the customer's own area (household, company), and any misuse is prohibited. Misuse within the meaning of this clause is understood to mean at least any use that is improper to the intended purpose or violates applicable law.

Any transfer of data stream-based products to third parties who do not live in the customer's household or are employed by the customer's company is prohibited.

Exceptions to this are temporary, non-permanent, and free-of-charge granting of use to third parties within the customer's household or company, or within a public institution (e.g., via a secure guest network, which is made available to guests of family members, company employees, or visitors to an educational institution within the building).

Any further use (e.g. provision of “free WiFi” in public places to a previously unknown group of users) is only possible based on a prior separate written agreement.

10. Connection protocols.

Drei reserves the right to determine the encapsulation.

11. Service handover.

The service handover for each implemented TopNet OAN connection takes place upon commissioning by Drei. Billing for the agreed services for this connection location begins upon service handover. After the service handover, Drei will optionally implement the desired changes in accordance with the TopNet OAN fee regulations.

12. Accounting.

The TopNet OAN service is billed monthly in advance. You will receive a monthly invoice containing the services purchased under this invoice number (see Business Terms and Conditions).