

Service Level Agreement

1. Scope

The scope of the present Service Level Agreement (hereinafter referred to as "SLA") is to define the quality parameters of the Service " _____ " provided to the Customer by the Supplier in accordance with the Order Form № ____/_____ to Master Service Agreement signed on _____, hereinafter referred to as "Quality parameters".

2. Parties

Supplier: Sofia Connect EAD, a company incorporated in Bulgaria (registered no. 204636154) whose registered address is at 2 Kukush Str., fl.2, office space 215-216, Sofia, 1345, Bulgaria

Customer: _____ a company incorporated in _____ (registered no. _____), whose registered office /principal place of business is at _____

3. Definitions

3.1. MSA

Master Service Agreement signed on _____ between the Parties under p.2 above

3.2. Service

As specified in the Order Form № ____/_____.

3.3. Working days

Working days are weekdays from Monday to Friday, inclusive, with the exception of days which are official holidays of the Republic of Bulgaria.

3.4. Working hours

Working hours are from 9.00 to 18.00, inclusive, local time.

3.5. Working time

Working time is the working hours on working days.

3.6. Accounting period

Accounting period is one calendar month (720 hours).

3.7. Scheduled maintenance

Scheduled maintenance means the work regularly performed by Supplier within the zone of its responsibility with the aim of improving the quality of the services provided to the Customer and preventing potential faults and service outages.

3.8. Urgent remedial maintenance

Urgent remedial maintenance means the work performed by the Supplier within the zone of its responsibility if the condition of the corresponding Circuit is pre-alarm.

3.9 Service Outage

Service Outage means the impossibility of signal transmission between circuit ends in both directions.

3.10. Service outage Measurement

The length of a service outage shall be considered in case of confirmed Service unavailability according to TT and its measuring starts from the time the Customer reports the unavailability to the Supplier and finishes when the Customer is informed that the availability of the service has been restored.

3.11. Trouble Ticket

Trouble Ticket (hereafter referred to as "TT") is a record in Supplier's electronic systems, opened by the Supplier in cases the Supplier discovers the problem or the Customer discovers the problem and then informs the Supplier about the discovered problem. The TT has a unique number used to identify the problem. The TT contains information of problem registration time, problem removal process and of the time when problem has been removed. TT data serve as ground for compensation calculation paid by the Supplier to the Customer for non-observance of the agreed quality parameter points of the Service.

3.12. Registration of Service Outages

The time of service outage's registration is the time when a TT is opened for the description and elimination of a service outage.

3.13. Commencement of the Work to Eliminate Service Outage

Commencement of the work to eliminate a service outage means the time when Supplier commences elimination of a service outage after such outage has been registered (TT has been opened), i.e., when concrete actions are taken to restore the availability of the service.

3.14. Time To Response

Time to response means the length of a time interval between registration of a service outage by the Supplier (TT opening) and informing the Customer's representative about commencement of the work by the Supplier to eliminate such outage, averaged through Accounting Period.

3.15. Mean Time To Resolve (MTTR)

Mean Time To Resolve means the period that lasts from commencement of the work to eliminate a service outage to the time when Supplier's representative informs the Customer's representative that the service outage has been eliminated, averaged through Accounting Period.

If, after the elimination of a service outage, the Supplier's representative fails to contact the Customer by telephone or e-mail:

- The Customer shall be deemed informed about elimination of the service outage
- The service outage shall be deemed eliminated.

3.16. Service Availability

The service is available when transmission of signals between circuit ends is possible in both directions. The service is unavailable when transmission of signals between circuit ends is impossible in both directions. Service availability is measured and reported on a per circuit basis.

4. Application Criteria

4.1. Service Availability parameter is maintained by the Supplier between the ends of the circuit in the zone of its responsibility where the Supplier monitoring system controls the above mentioned parameter.

4.2. In the calculation of the Service Availability the following time intervals shall not be regarded a service outages and shall not be ground for the Customer to claim payment re-calculation:

- Service outages due to scheduled maintenance performance and urgent remedial maintenance, which do not exceed 8 (eight) hours.
- Time taken by the Supplier to gain access to the equipment located on the Customer's territory.
- Interruptions in the provision of the service due to suspension or termination of the provision of the service, agreed with the Customer.
- Service outages caused by intentional or unintentional actions of the Customer.
- Service outages and delays in restoration of service availability due to the refusal or inability of the Customer to provide assistance to Supplier's personnel in accordance with cl. 6 hereof, in the identification and removal of faults.
- Service outages and delays in restoration of service availability due to the power outages in the Customer's building.

5. Supplier's Obligations

5.1. Scheduled maintenance

Supplier shall carry out, to the extent technically practicable, the scheduled maintenance within time intervals outside the Working Hours and coordinate this outage time with Customer whenever possible.

Supplier shall inform the Customer about the planned scheduled maintenance by e-mail not later than 5 (five) calendar days (in case the planned maintenance is performed on the Supplier's network) before the actual commencement of the scheduled maintenance.

If the agreed time of notification cannot be kept due to urgency of planned maintenance, then this outage should be deemed and performed as Urgent planned maintenance.

5.2. Time To Response and Mean Time To Resolve

Supplier shall ensure the performance indicators with regard to the Time To Response and Mean Time To Resolve stated in the Annex 2 to this SLA.

5.3. Service Availability

Supplier shall ensure Services Availability indicator stated in the Annexes 1/n to this SLA during the Accounting period.

5.4. Meetings on Service Quality

The assigned service manager is responsible for service quality monthly report preparation, monthly fine sanction calculation, arranging, holding and documenting the meeting on service quality, and presenting recommendations on service quality improvement.

6. Customer's Obligations

The Customer shall render assistance to the Supplier in ensuring the proper quality of the provided services and in detection and elimination service outages. Namely, the Customer shall:

- allow access of Supplier's personnel to the Supplier's equipment located on the Customer's territory;
- provide round-the-clock guaranteed power supply and earthing required for the operation of Supplier's equipment at the Customer Site;
- ensure the security and integrity of the equipment used for the provision of the services;
- promptly inform the Supplier of the damage or loss of the equipment used for the provision of the services;
- arrange for the preparation and maintenance of the premises and spaces in accordance with Supplier's specifications, if such specifications are agreed upon with the Customer in this MSA.

In order to reduce the service outage time the Customer shall arrange proper training of its technical staff, sufficient for carrying out the trouble-shooting. The Customer's technical staff must:

- be accessible whenever remote trouble-shooting is to be carried out;
- have round-the-clock access to the equipment located on the Customer's territory;
- have sufficient knowledge of the Customer's technical infrastructure which allows to identify the equipment used for the provision of the services, and assist the Supplier in the performance of primary trouble-shooting by means of:
 - trouble-shooting of the power supply system;
 - trouble-shooting of cable connections;
 - Tests to check the possibility of transmission of the traffic.

The Customer shall appoint representatives responsible for rendering proper assistance to Supplier in the registration of service outages. Such representatives of the Customer shall be accessible 24 hours a day, seven days a week.

7. Compensation

7.1. If the Service Availability actual value does not meet the guaranteed by the Supplier value indicated in Annex 1/n to this SLA, the Customer has the right to recalculate the monthly fees for the Service in the amount stated in the Annex 1/n to this SLA.

7.2. Supplier recalculates monthly fees based on Annex 1/n to this SLA when receiving from Customer recalculation inquiry sent by email or official letter. Customer must send such inquiry before the end of the month which follows the Accounting Period. If such inquiry does not come from Customer within the time frame specified the recalculation is not carried out.

7.3. The compensation shall be credited against the billing charges for the service provided during the month which follows the Accounting period.

7.4. The maximum amount of the compensation shall not exceed 100% of the charges for the month in which the guaranteed quality parameters were not complied with.

8. Removal of Faults

8.1. Fault Reporting Procedure:

- Fault reports shall be sent to Supplier by following email addresses, fax or telephone:

Table №1

Supplier/ Customer	Structural subdivision name	email	telephone
"Sofia Connect" EAD	Monitoring Center	noc@sofia-connect.net	+359(2) 4200300

- Fault reports shall be accepted 24 hours a day, 7 days a week, 365 days a year, in English.

- For identification of the fault the report shall contain information about fault details, kind and special features of the problem, Supplier's service IDs.

8.2. Removal of Faults

8.2.1. If a fault is detected by Supplier, Supplier shall open a Trouble Ticket (TT) and shall inform the Customer of this fact within thirty (30) minutes.

If a fault is detected by the Customer, the Customer shall give notice of such a fault to Supplier via contacts list presented in Table №1 or to his service manager. Based on this notice Supplier shall open a TT.

8.2.2. Removal of the fault shall commence immediately after a TT has been opened.

In case of Customer's request Supplier shall submit to the Customer report on TTs opened during the month together with monthly bill for rendered services.

If Supplier decides that the fault cannot be removed in the due time, Supplier shall agree a plan for the removal of the fault with the Customer.

After the fault has been removed Supplier shall notify the Customer of this fact by telephone and by e-mail in accordance with the contacts list given in Table 1, indicating the TT number, the time when the fault was removed and the cause of the fault. The Customer shall confirm the removal of the fault to Supplier by telephone and e-mail in accordance with the contacts given in Table 1. In case of Customer's request Supplier shall submit to the Customer reports on the operation of the systems as part of the invoicing information.

9. Other Provisions

9.1. The SLA shall enter into force from the day on which it is signed and shall remain in force throughout the term of the Order-form indicated above.

9.2. Annexes to the SLA shall form an inalienable and integral part of it:

Annex 1/n Service Level Agreement Parameters

Annex 2. Priorities and Targets

9.3. Modification shall be introduced in the SLA only with a mutual written consent of both Parties.

On behalf of Company

On behalf of the Company

Sofia Connect EAD

Signature

Signature

Name/Surname: Yuliy Nushev

Position: Executive director

Name/Surname: _____

Position: _____

SLA Parameters

1. Service Availability
 During Accounting period The Parties guarantees Service availability for the protected service of not less than 99.95 % on its network provided upon Order-form № ____/____ to MSA signed on ____.

Service availability in percentage is defined as ratio of the difference between Service provision total time during Accounting period and total duration of malfunctions that occurred during Accounting period to Service provision total time during Accounting period.

<u>Measured Service Availability (a) (% per month)</u>	<u>Re-calculation of monthly payment for Service in % (percentage) of monthly payment</u>
≥99.95%	0%
99.95% > availability ≥ 99.60 %	3%
99.60% > availability ≥ 99.00 %	5%
99.00% >availability ≥ 98.00 %	10%
98.00% >availability ≥ 96.30 %	15%
96.30% > availability	30 %

On behalf of Company

Sofia Connect EAD

Signature

Name/Surname: Yuliy Nushev
 Position: Executive director

On behalf of the Company

Signature

Name/Surname: _____
 Position: _____

Priorities and Targets

Each TT is given a priority based upon its severity and the extent to which it affects the Customer service:

Priority	Description	Response time	Mean Time To Resolve (MTTR)
1	Service absence	1 hour	4 hours
2	Service quality deterioration	2 hours	8 hours

When the need for cable work or need to cooperate with a partner to solve the problem, MTTR value may exceed the specified value.

On behalf of Company

Sofia Connect EAD

Signature

Name/Surname: Yuliy Nushev

Position: Executive director

On behalf of the Company

Signature

Name/Surname: _____

Position: _____