

## **Service Level Agreement**

### **to the Service Order for Service Family NetIX Ethernet Exchange**

#### 1. Service Level Guarantees

1.1. NetIX guarantees, according to the relevant Service Description, service availability for 99.9% of the time, calculated on a monthly basis (Service Availability Time).

1.2. Service Availability Time (Availability Coefficient) is expressed as a percentage and is calculated according to the following formula:

$$L = \frac{T_{total} - T_d}{T_{total}} * 100$$

where:

L – availability coefficient (100% in case of uninterrupted service availability over a period);

T<sub>total</sub> – total time for the calculated period;

T<sub>d</sub> – total downtime, during which the Service was not available for use over the calculated period.

#### 2. Service Request and Opening of Trouble Tickets

2.1. In case of problem identification, Member is obliged to inform NetIX's engineer on duty immediately.

2.2. Upon receipt of Service Request the engineer on duty opens a trouble ticket and collects the following information:

- a) the exact time at which the request was made;
- b) the name of the requesting Member's representative;
- c) the nature of the request.

2.3. Member is entitled to receive adequate information (in direct call or via e-mail) for the restoration works and problem resolution activities.

2.4. For maximum efficiency in problem localization and problem resolution NetIX engineers may request pro-active assistance by Member's technical team – monitoring and announcing of results from actions, performing of testing configurations, etc. Member is obliged to assist in such matters.

#### 3. Preventative Network Maintenance

3.1. NetIX performs planned preventative Network maintenances, which are announced to Member in written 5 calendar days in advance.

3.2. Preventative maintenances as per this Article cannot be more than 2 service-affecting events per month and 3 non-service affecting events per month.

3.3. Preventative maintenances cannot exceed 6 hours duration and service interruption is limited to 1 hour maximum.

Provided the Member is informed according to the terms and conditions in this Article, Member may not claim penalties for such events.

#### 4. Procedures for Problem Escalation

In case particular problem is not resolved in a satisfactory, or timely manner, Member may contact and seek assistance by a higher management level in NetIX's company structure, as follows:

Level	Problem	Level of Responsibility	Contact Information as per date of Contract signature
1	Critical, major, partial or warning problems, as well as all other types of requests	Engineer on Duty	24-hour telephone: +359 882 4NetIX (+359 882 463 849) noc@netix.net
2	Critical or major problems, that cannot be resolved by the engineer on duty	Head of NOC	managernoc@ netix.net Mobile.: +359 887 523 158
3	Critical problems, that cannot be resolved by the Head of NOC	Head of Technical Department	headofoperations@ netix.net Mobile: +359 882 793 986
4	Critical problems, that cannot be resolved by the Head of Technical Department	Managing Director	mdirector@netix.net Working hours: +359 2 975 1616

#### 5. Access to Information

Member has full and unrestricted access to information, concerning Member's Services, via access to automatic systems for Service monitoring or directly by NetIX's engineers on duty.

#### 6. Table for Service Credits

In case NetIX provides a service and the service availability is under the guaranteed level the below service credits apply:

Service Credits in case of deviation from the guaranteed technical availability parameters as a % from the monthly Service.	
Availability >= 99.9%	n/a
99.9% > Availability >= 99.7%	15%
99.7% > Availability >= 98.3%	30%
98.3% > Availability	100%

#### 7. Additional Conditions

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Service level guarantees as described in this document are valid if the following conditions are simultaneously met:

- a) the load of the Member's access port must not exceed the values listed in Table 1 in the "NetIX Ethernet Exchange - Service Description for the Contract" document.
- b) The Member adheres to the "NetIX Ethernet Exchange Technical Requirements for Member Connection".

NetIX Communications JSC:

For the Client:

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