

## SERVICE LEVEL AGREEMENT (SLA 5)

### Basic SLA parameters

Service Availability Level: 99.90%

Committed Delivery Date

OBSAH

1	HANDOVER.....	1
2	DELIVERY DATE.....	1
3	SERVICE AVAILABILITY LEVEL.....	1
4	PLANNED WORKS AND EMERGENCY WORKS.....	2
5	FAULT REPORTING.....	2
6	FINAL PROVISIONS.....	3

This Service Level Agreement ("SLA") shall apply to all services, where it was ordered and where its delivery has been confirmed by the signature of the product specification (service contract). This agreement is valid for the whole duration of the service operation. Dial Telecom is not obliged in accordance with the Czech law number 172/2005 Sb. and its amendments to cover the loss caused by the service interruption or fault.

The Services for the purpose of this Agreement are the services of electronic communication which Dial Telecom agreed to provide as specified in the Contract or Product Specification which the contractual parties mutually agreed and signed and which are the contractual materials for the provision of the services and the specification of the qualitative parameters of the services. The Parties – to exclude any eventual doubts - declare and agree, that :

### 1 HANDOVER

- 1.1 The Ready For Service Date (or "RFS Date") is deemed to be the day on which Dial Telecom informs the Subscriber that the Service is operational.
- 1.2 The Subscriber shall within 2 (two) Working Days after the receipt of the Hand-over Protocol deliver to Dial Telecom:
  - a. acknowledgement and acceptance of the Service (by signing and delivering the Hand-over Protocol to Dial Telecom); or
  - b. rejection of the Service, should the Service not be fault free (the Subscriber however shall not be entitled to reject the Service for minor defect or shortcoming which can not cause inoperability of the Service). In such case the Subscriber shall be obligated to describe the faults and the non-compliance in his notice of rejection within 2 (two) Working Days from the receipt of the Hand-over Protocol. If the Subscriber rejects the service, the time between service hand-over and reception of the notice of rejection by Dial Telecom, shall not be calculated within the sanctions for RFS non-compliance. If Dial Telecom accepts the failure notice of the Subscriber, Dial Telecom shall perform such works as are reasonably required to remedy such notified defects. Upon completion of such works Dial Telecom shall re-perform the tests and the provisions of this part 2 of the Service Level Agreement shall continue to apply repeatedly.
- 1.3 The date on which the Subscriber accepts the Service (or is deemed to have accepted the Service, which is the case especially, when the Subscriber in conflict with the signed treaty refuses to accept the service; in such case it is deemed the service has been accepted.) under this clause 2 is the "RFS Date". Dial Telecom is entitled to start invoicing the Subscriber for each Service with accepted RFS Date by the Subscriber.

### 2 DELIVERY DATE

- 2.1 Dial Telecom will meet the Committed Delivery Date for each Service. If the RFS Date is (from the reasons on the Dial Telecom side) later than the Committed Delivery Date, the Subscriber will be compensated by a reduction of the Non-Recurring Charge ("Delivery Rebate" - penalty) as calculated below. The Subscriber has no other rights to compensation or damages.

Delay - Beyond Committed Delivery	Percentage of Delivery Rebate from Non-Recurring Charge
By less than 6 working days	10 %
By 6-10 working days	20 %
By 11 – 15 working days	30 %
By 16 – 20 working days	50 %
By 21 – 25 working days	75 %
More than 25 working days	100 %

### 3 SERVICE AVAILABILITY LEVEL

- 3.1 Dial Telecom is committed to achieving the highest level of reliability. The Dial Telecom Network shall be managed 24 hours per day, all of the days of a year.
- 3.2 Dial Telecom guarantees the end-to-end Service availability level ("Service Availability Level"). For the purpose of this SLA price rebate calculations the total time of every month is standardized to 30 days (720 hours).

$$\text{Availability / month} = \frac{((720 - \text{planned outages in the month}) - (\text{sum of unavailable time}))}{(720 - \text{planned outages in the month})} \times 100$$

- 3.3 If Dial Telecom does not meet the Service Availability Level for each Service, the Subscriber will be compensated by a service rebate in accordance with the table below ("Service Rebate" - penalty).

Monthly Availability (%)	Compensation from the Monthly Recurring Charge
(99,9 - 99,5>	10%
(99,5 - 99,0>	20%
(99,0 - 98,0>	35%
(98,0 - 97,0>	50%
(97,0 - 95,0>	75%
Less than 95,0	100%

- 3.4 Any Service Rebate due to the Subscriber for failure to meet Service Availability Level will be calculated monthly from the RFS Date for the relevant Service and shall be credited against the next monthly bill of the Subscriber. Maximum service rebate for service unavailability and SLA breach per month shall however not exceed 100% of the respective monthly charge.
- 3.5 Failures or interruptions or defects in transmission due to (in particular) any of the following circumstances shall not count toward the calculation of the Service Availability Level or guaranteed Time To Repair:
- The Subscriber requesting Dial Telecom to test the Service although no fault has been detected or reported;
  - The Service being modified or altered in any way at the Subscriber's request so that, to the Subscriber's knowledge, the standards set out in this SLA cannot be met;
  - Any Force Majeure event;
  - Any interruptions resulting directly from defects or failures in the Service or apparatus provided by the Subscriber; and
  - The Subscriber failing to provide access to the Service Equipment for Dial Telecom or its agents to rectify any fault.
  - The Subscriber failing to provide available technical contact person or reachable escalation contact person or does not provide a written notice about a change of the technical contact person and this omission causes a delay to the solution of the problem.
  - The Faults caused by the outages of equipment or systems provided by the Subscriber or any third party not under control or supervision of Dial Telecom.
  - Planned works as specified in this Agreement
  - Time resulting from the waiting of the confirmation of the functionality of Subscriber premises equipment, which is longer than 30 minutes.
- 3.6 For each Service Dial Telecom will produce a quality report on a monthly basis. Should the availability fall below the guaranteed level, Dial Telecom will send each report to the contact person specified in the product specification via email.

#### 4 PLANNED WORKS AND EMERGENCY WORKS

- 4.1 The Subscriber shall receive reasonable and timely notification from Dial Telecom's help desk ("Dial Telecom HelpDesk") by fax and e-mail of planned interruptions to any Service for maintenance or any other works (including but not limited to measurements, outage fixing and upgrades of technical equipment) ("Planned Works"), such notification period will be at least seven (7) Days. There is an exemption to the principle of notification as specified in this Agreement and it applies to an emergency situation when as much notice as reasonably possible will be given to the Subscriber. SW maintenance such as reconfiguration or reset are also considered as Planned Works. Planned Works are excluded from the calculations of Service Availability Levels or guaranteed Time To Repair provided that (and only to the extent that) such Planned Works shall not exceed 12 hours of real service unavailability in any calendar year.
- 4.2 Dial Telecom will only notify the Subscriber of planned works that will or may affect the Subscriber's service.
- 4.3 All Planned Works or emergency works shall be planned and carried out in a way that it shall cause minimal service interruption on any Service. Emergency works will be included in the calculations of the Service Availability Level.
- 4.4 Notices of Planned Works or emergency works must be sent to the technical contact person and escalation contact person. The notices will be sent by fax and email provided that both such contact information has been provided to the product specification. The Subscriber is obliged to provide confirmation of the acknowledgement of receipt of the information about the Planned Work by sending the confirmation to the email [helpdesk@dialtelecom.cz](mailto:helpdesk@dialtelecom.cz). The confirmation is to be sent no later than 1 working day after receiving the notice of the Planned Works from Dial Telecom. If Dial Telecom does not receive a written notice of rejection of the Planned Works performance, the Planned Works will be deemed as approved and they will be performed as such.

#### 5 FAULT REPORTING

##### 5.1 Fault Receipt

The Dial Telecom's Help Desk for receipt of Circuit Fault reports is available 24x7x365 on the telephone number +420 226 204 400. The Subscriber must use this contact number to report a Fault; otherwise Dial Telecom cannot guarantee the SLA parameters. Reporting of Service Fault is governed by the following procedure:

The Subscriber:

- Provides the identification (name/company/address).
- Provides the number of the Service that is specified in the Hand-over Protocol of the relevant service concluded with Dial Telecom.
- Provides information on the Fault
- Approves the Fault start time with the Dial Telecom's operator

Dial Telecom's operator:

- Provides the identification
- Confirms Fault take-over from the Subscriber
- Approves the Fault start time with the Subscriber
- Enters the data in a new trouble ticket (TT)

In case the Subscriber does not know the exact number of the Service and Dial Telecom has to identify the Service subject of the claim from the database, the time when Dial Telecom identified the Service shall be considered as the Fault start time for SLA calculation purpose.

## 5.2 Response to Fault Report and Diagnostics

After gaining sufficient information from the relevant maintenance office and from the monitoring centre or other offices involved in the Fault repair the employee addressing the Fault shall provide the following information to the Subscriber contact person:

- Provides the identification and his office name
- Number of the Service that is specified in the Hand-over Protocol of the relevant service concluded with Dial Telecom
- Fault number (Trouble Ticket Number)
- the Subscriber approved Fault start time
- Reason for outage if known at the particular moment (generally: fault of equipment, route Fault, outside the territory of the Czech Republic ...etc.)
- Information (based on the result of the diagnostics, if possible) on the steps taken to repair the Fault (for example: necessity to send Dial Telecom's maintenance staff in order to localize or repair the Fault to the location of the Circuit termination in the Subscriber premises) and the expected end time for the Fault.

This information shall be provided to the Subscriber in an agreed way by telephone, fax or by e-mail. The response time is set for 1 hour.

## 5.3 End of Fault

The Fault is ended after the service is restored, i. e. a status when all parameters of the Service fully comply with the technical parameters specified in the technical specification of the Service, and when the Subscriber is notified by the Dial Telecom that the Fault was repaired. End of Fault is for the purpose of Fault duration considered a time when announced to the Subscriber that the Fault was ended. Length of time attributed to the difficulties of contacting the contact person of the Subscriber shall not be considered for the Fault duration. In this case the End of Fault shall be the time when the Fault was ended and the process of contacting the Subscriber in order to approve the End of Fault has been initiated.

After the End of Fault was announced, the Subscriber shall clearly agree or deny that the Fault was ended within a time of 1 hour after receiving the notice of the Fault resolution. In case that the Subscriber shall not react within this time period, his consent with the End of Fault shall be deemed granted and the service is considered fully operational.

Shall the Subscriber and Dial Telecom have a disagreement on the matter whether all the technical parameters of the service were restored, i. e. the Fault was ended, then the defined escalation procedure shall be applied. Once it is agreed with the Subscriber that the Fault was ended, the "Report on Fault End" will be sent to the Subscriber by Dial Telecom via Fax or Email. This Report consists of:

- Operator name and his office name
- Number of the Service that is specified in the Hand-over Protocol of the relevant service concluded with Dial Telecom (Product Specification)
- Fault number (Trouble Ticket Number)
- the Subscriber approved Fault start time
- Reason for outage if known at the particular moment (generally: fault of equipment, route Fault, outside the territory of the Czech Republic ...etc.)
- the Subscriber approved Fault end
- Text note in case of a need for further explanation

5.4 Dial Telecom is entitled to invoice to the Subscriber the costs related to the tracing and resolution of a Fault, provided that after the announcement of the Fault by the Subscriber, it will be determined objectively, that the Fault is not on the Service provided by Dial Telecom, or the Fault has been caused by the Subscriber or the Fault did not occur at all.

5.5 Escalation procedures: The Dial Telecom Helpdesk has the escalation contact details of the next level of management at hand in order to be communicated to the Subscriber. This is necessary where the Subscriber is not satisfied with the current level of service from the first contact or the first contact level is for whatever reason unavailable.

### Contact details:

Level	Person	Position	Email	Telephone #
1st Level	Petr Procházka	NOC leader	petr.prochazka@dialtelecom.cz	+420 226 204 106
2 <sup>nd</sup> Level	Jakub Valenta	Wholesale Manager	jakub.valenta@dialtelecom.cz	+420 226 204 208
2 <sup>nd</sup> Level	Jiří Kutílek	Retail Manager	jiri.kutilek@dialtelecom.cz	+420 226 204 204
3 <sup>rd</sup> Level	Marek Šťastný	Technical Director	marek.stastny@dialtelecom.cz	+420 226 204 144

## 6 FINAL PROVISIONS

- 6.1 This agreement can only be modified or cancelled by a written amendment signed by the representatives of both contractual parties.
- 6.2 If there is no other agreement, the legal conditions of this SLA are ruled by the Czech commercial code.
- 6.3 This agreement shall be printed in 2 copies and each side shall receive one copy.
- 6.4 The contractual parties declare, that the Agreement has been read before the Contract signature.