

**Attachment A to the BILATERAL AGREEMENT**

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**BETWEEN COMPANY  
AND  
BULGARTEL AD**

***SERVICE LEVEL AGREEMENT***

**FOR**

**INTERNATIONAL AND NATIONAL PRIVATE LEASED LINES, TRANSITS,  
INTERNATIONAL AND NATIONAL ETHERNET PRIVATE LINE**



Service Levels and Service Credits

1. **The SERVICE PROVIDER shall meet the Service Levels regarding the availability of the IPLC (“Service Availability”) as set out below. This guarantees CUSTOMER a certain availability of a Leased Circuit during the Contract Term stated in the SOF (but after the RFS Date). All SERVICE PROVIDER’s Service Levels are offered against credits of a percentage of the monthly recurring charge (“Service Credits”) and, notwithstanding any provision of the Bilateral Agreement, the Service Credits shall be the sole and exclusive remedy of the CUSTOMER for any failure of SERVICE PROVIDER to meet the Service Levels contained herein. This SLA is applicable only to the Bilateral Agreement to which it is attached to and refers only to the services which are ordered with the Service Order Forms appended to the Bilateral Agreement. This SLA is effective only after the RFS Date.**

1.2 Any terms used in this SLA, which are not defined herein, shall have the meanings set out in the Bilateral Agreement or the Service Order Form as the Service Order Form shall prevail.

1.3 Service Availability (or “SA”)

1.3.1 SA depends on the technical capabilities of the network infrastructure that underlies the service. The resilience of a network, the ownership of the facilities, and whether local access is included, influences availability numbers. Local access is sometimes provided by a number of preferred providers.

**SA refers to the circuit as is described in the respective Service Order Form for international private leased circuits.**

1.3.2 SA is, measured on a monthly basis and calculated in accordance with the following formula:

$$\text{Service Availability} = \frac{\text{Minutes/Month} - \text{Total Downtime/Month}}{\text{Minutes/Month}} \times 100 \%$$

The Guaranteed Service Availability (GSA) is as follows:

- a. 99.85% for protected circuits on monthly basis
- b. 99,50% for unprotected circuits on monthly basis;

1.3.3 The following Service Credits apply in the case this Service Level is not met:

a. Unprotected Circuit, SA = 99.50

Service Availability, %, between		Service Credits, %
99.49	98.50 (incl.)	3



98.49	96.50 (incl.)	8
96.49	95.00 (incl.)	12
94.99	93.50 (incl.)	15
93.49		18

b. Protected Circuit, SA = 99.85

<b>Service Availability, % between</b>	<b>Service Credits, %</b>
99.84	98.85 (incl.) 3
98.84	96.85 (incl.) 8
96.84	95.35 (incl.) 12
95.34	93.85 (incl.) 15
93.84	18

1.3.4 Service Credits will not be payable by the SERVICE PROVIDER to the CUSTOMER in relation to the Agreed Delivery Date or the SA for faults or disruptions to the Service caused by any of the following:

- The fault or negligence of the CUSTOMER, its employees, agents or contractors;
- The Customer failing to comply with the SERVICE PROVIDER's Terms and Conditions stipulated in the present SLA;
- Any Force Major event;
- Maintenance during any Planned Outage, which are preliminary announced to the CUSTOMER;
- If the Fault is not reported in accordance with the SERVICE PROVIDER's fault reporting procedures.

1.3.5 Excused Outages and Planned Activities are excluded from the SA calculations above.

1.3.6 The CUSTOMER must claim any Service Credit due to a failure to meet the Service Levels, in writing, within fifteen (15) calendar days of the next month in which the failure occurs. The CUSTOMER shall not be entitled to any Service Credits in respect of a claim unless and until the SERVICE PROVIDER has received notice of the claim in writing.

#### 1.4 Mean Time to Restore (or "MTTR")

1.4.1 The aggregate average MTTR is calculated by dividing the cumulative time of service unavailability in a month by the total number of trouble tickets opened for the CUSTOMER in that month;

1.4.2. The aggregate average MTTR shall be no more than four (4) hours within each billing month, except at cable faults (MTTR is eight (8) hours).



## 1.5 Service Acceptance

1.5.1. Upon successful implementation of the service the SERVICE PROVIDER shall handover the service with the relevant Delivery Notification notice. If no objections are sent by the CUSTOMER within three (3) working days the SERVICE PROVIDER will assume acceptance of service and start billing accordingly.

## 2. Fault Management

**2.1 The following Fault Management procedures shall apply in respect of the Leased Circuits provided under this SLA.**

### 2.2 Fault Reporting Point (or “FRP”)

2.2.1 The SERVICE PROVIDER and CUSTOMER shall organize their own FRPs which are, for the purposes of this SLA, described in List of Contact points – Chapter 4.

The responsibilities of each FRP are:

- Registration of each reported Fault by each Party in a Fault logbook;
- Support of database, containing details for all registered Faults. Archiving interval for the database records – 12 months;
- Working hours of each FRP – 24 hours each day, 365 days in a year;
- Coordination of the Fault localization, diagnosis and clearance;
- Assistance to the other Party when reasonably required;
- Monitoring of negotiated quality of service parameters;
- Closing of Faults;
- Ensuring of statistical Fault data.

2.2.2 Each one of the Parties shall provide contact points at all times for its FRP – phone and fax numbers, e-mails, etc. and inform the other Party in time for changes in the contacts.

2.2.3 Fault logbook of the SERVICE PROVIDER must contain at least the following data:

- Fault ID;
- Physical connection ID as well as the priority type;
- FRP of the CUSTOMER;
- Fault start time (date, hour);
- Fault end time (date, hour);



- Duration;
- Reasons for Fault occurrence;
- Fault description

2.2.4 The FRPs of both Parties are responsible for carrying out the procedures described in this SLA.

2.2.5 Each one of the Parties is obliged to present information from its Fault logbook upon request from the other.

### 2.3 *Fault Priority*

Priority	Faults of circuits
1	Faults, which cause traffic loss (i.e. cable outage or failure in transmission equipment which affects both Main Route and Spare Route).
2	Faults, which do not cause traffic loss (cable outage or failure in transmission equipment which affects either Main Route or Spare Route)
3	Other faults.

### 2.4 *Fault Management Procedures*

#### 2.4.1 Fault Registration

2.4.1.1 When a Fault occurs to the Service the CUSTOMER shall report the Fault to THE PROVIDER's FRP giving detailed information of the Fault by phone. THE PROVIDER shall then issue a Trouble Ticket to the CUSTOMER indicating the priority of the Fault in accordance with the definitions in Section 2.3.

#### 2.4.2 Exchange of Information

2.4.2.1 All Fault reports affecting the physical connections will be exchanged between both FRPs. Sufficient information to enable both Parties to carry out diagnostics and then progress the Fault to restoration must be provided. The information will be exchanged by phone and e-mail.

#### 2.4.3 Fault Progression

2.4.3.1 Following Fault Registration and the exchange of information the SERVICE PROVIDER shall start immediate actions for Fault progression and Fault Clearance and shall inform the CUSTOMER of the nature of the Fault and the estimated time interval when the Fault will be closed.



2.4.3.2 The FRPs will retain overall responsibility for managing the Fault.

2.4.3.3 In the event that the Fault is located on the CUSTOMER's side of the Demarcation Point or within the network or equipment of any subcontractor, the SERVICE PROVIDER will report it to the CUSTOMER or the subcontractor, as the case may be and will close the Trouble Ticket.

#### 2.4.4 Fault Closure

2.4.4.1 When the Fault has been closed, the SERVICE PROVIDER shall provide positive confirmation to the CUSTOMER the other Party immediately.

2.4.4.2 The CUSTOMER shall, within one (1) hour from the SERVICE PROVIDER confirmation given in Section 2.4.4.1 above, either confirm acceptance of the Fault Closure or if considered necessary perform a test. The Fault will be considered closed when: (a) both Parties accept the Fault Closure confirmation; or (b) where there has been no acceptance, re-test or rejection of the Fault Closure from the CUSTOMER within one (1) hour from the time of the SERVICE PROVIDER confirmation given pursuant to Section 2.4.4.1.

### 3. Planned Activities

**3.1 *The Planned Outages shall be announced (with a written notice to the CUSTOMER) five (5) calendar days preliminary but not less than three (3) days preliminary. The advance notification has to contain at least the date and the hour on which the Services will be suspended and the expected duration of the suspension.***

3.2 For protected services the planned outages for the main and spare route have to be performed in different time frame along the whole route between both Demarcation Points, otherwise they will be considered as unplanned faults.

3.3 The duration of traffic affecting planned maintenance for protected services shall not exceed thirty (30) min per month.

3.4 The duration of traffic affecting planned maintenance for unprotected services shall not exceed twenty-four (24) hours per year.



3.5 The Planned Outages will be organized during the maintenance window 02.00-08.00 h Local Bulgarian Time (GMT +2).

3.6 The contact points for both Parties in relation to Planned Activities are described in List of Contact points – Chapter 4.

#### 4. Escalation Level Matrix

Fault Priority	Problem is not resolved in a 4hours	Problem is not resolved in a 6hours	Problem is not resolved in a 8hours	Problem is not resolved in a 16hours	Problem is not resolved in a 24hours
P1	M1	M2	M3	M4	
P2		M1	M2	M3	M4
P3			M1	M2	M3

#### 5. List of Contact Points

Contact point	For Bulgartel	For _____
<b>VP Sales, Marketing &amp; Operations and EVP</b> Tel. No, fax No, e-mail, Address Dept:	T: +359 2 819 4068 F: +359 2 819 4050 E - mail: <a href="mailto:vp@bulgartel.bg">vp@bulgartel.bg</a>	
Technical First Level Name, tel. No, fax No, e-mail	NMC T: +359 885 777 315 F: +359 2 819 40 50 E - mail: <a href="mailto:nmc@bulgartel.bg">nmc@bulgartel.bg</a>	
Billing Tel. No, fax. No, e-mail	Billing and Revenue Assurance T: +359 2 819 4052 F: +359 2 819 4050 E - mail: <a href="mailto:billing@bulgartel.bg">billing@bulgartel.bg</a> Address: Kintex building kv. Darvenitza blok 19, 1756 Sofia, Bulgaria	

#### Fault escalation for \_\_\_\_\_:

Escalation Level	Position	Name	E Mail	Contact Number
M1				



M2				
M3				
M4				
M5				

**Fault escalation for Bulgartel:**

Escalation Level	Position	Name	E Mail	Contact Number
M1	First Level Support	NMC	<a href="mailto:support24x7@bulgartel.bg">support24x7@bulgartel.bg</a>	+359 885 777 315
M2	Head of Technical Support of NMC	Manager NMC	<a href="mailto:nmcmanager@bulgartel.bg">nmcmanager@bulgartel.bg</a>	+359 885 777 315
M3	Head of Infrastructure	Head of Infrastructure	<a href="mailto:cto@bulgartel.bg">cto@bulgartel.bg</a>	+359 885 777 316
M4	VP Sales, Marketing & Operations and EVP	VP Sales, Marketing & Operations and EVP	<a href="mailto:vp@bulgartel.bg">vp@bulgartel.bg</a>	+359 2 819 40 68
M5	Executive Manager	CEO	<a href="mailto:ceo@bulgartel.bg">ceo@bulgartel.bg</a>	+359 2 819 40 45

**6. Terms and definitions**

Term	Definition
<b>Fault</b>	Interruptions or disturbances of the physical connections in the Leased Circuits which may result in problems or service interruptions.
<b>Fault Clearance</b>	Any Fault repair activity in the Leased Circuit or in one Party's terminal equipment.
<b>Fault Closure</b>	The time when the Fault has been closed, or has been considered closed, pursuant to the procedure in Section 2.4.4.
<b>Fault Registration</b>	The procedure by which one Party reports a Fault to the other pursuant to Section 2.2.
<b>Leased Circuit</b>	The circuit between the Demarcation Points which is the subject of and described in the SOF.
<b>Planned Activities</b>	Scheduled maintenance of the Leased Circuits performed by SERVICE PROVIDER.
<b>Total Downtime</b>	The period of time in relation to a Fault, between Fault Registration and Fault Closure but excluding any Excused Outages (and any Planned Activities pursuant to Section 2).





<b>Term</b>	<b>Definition</b>
<b><i>Trouble Ticket</i></b>	The unique number(s) provided by SERVICE PROVIDER to CUSTOMER to identify each Fault.
<b><i>SOF</i></b>	Service Order Form
<b><i>Delivery Notification</i></b>	A document provided by the SERVICE PROVIDER after successful implementation of the service.
<b><i>Force Major</i></b>	An extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, malicious action or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract.

**Signed for and on behalf of**

Name:

*Title:*

Signature:

Date: \_\_\_\_\_

**Signed for and on behalf of  
 Bulgartel AD**

Name: Stefan Voynov

*Title: CEO*

Signature:

Date: \_\_\_\_\_

