



## **GENERIC CONTRACT**

**for**

**TEIN**

**Connectivity Service Element**

**Date:**

**Parties:**

- (1) **TEIN\* Cooperation Center a non-profit Foundation Corporation with registration number 254222-0006218 with its official address at A-708, DMC High-Tech Industry Center, 330 Sungam-ro, Mapo-gu, Seoul, 03920, the Republic of Korea and VAT number 109-82-11979(“TEIN\* CC” or the “Purchaser”) and**
  
- (2) **[xxx] (“Provider”)**

## **RECITALS:**

Under this contract (“Agreement”) between the Provider and TEIN\* CC, TEIN\* CC appoints the Provider to provide the Service (as defined below). TEIN\* CC and the Provider may be referred to individually as a “Party,” and collectively as the “Parties.”

### **1. Definitions**

1.1 The following expressions shall have the following meanings under this Agreement:

“Commencement Date” means the date on which this Agreement comes into force.

“Committed Delivery Date” or “CDD” means the agreed date on which each Service Item set out in Annex 1 is contracted to be put into operation.

“Confidential Information” means all information in any medium or format (whether marked “confidential” or not) which a Party receives from the other either directly or from any person, firm, company or organisation associated with the Party disclosing the information which concerns the business, operations, customers or suppliers of the disclosing Party or its affiliates.

“Operational Service Date” or “OSD” means the date on which each Service Item is accepted, in accordance with Annex 3.

“Service” means the services provided by the Provider as specified in Annex 1.

“Service Item” means an identifiable component comprising the Service, as specified in Annex 1.

### **2. Commencement Date and Duration**

2.1 The Commencement Date for this Agreement shall be when the Agreement has been signed by both Parties.

2.2 Unless terminated earlier under Articles 4.1, 4.2 or 4.3, and unless otherwise agreed, this Agreement shall have effect for an initial period of 12 months from the OSD and thereafter shall continue for successive 12 month periods, provided however, that it may be terminated at the end of the initial period or at any time during any renewal period by either Party by providing no less than 1 month prior written notice of such termination to the other Party or as otherwise mutually agreed by the Parties.

### **3. Service Delivery**

3.1 The Services shall be installed, tested and put into operation in accordance with the delivery procedures specified in Annex 3.

3.2 The CDD for each Service Item is detailed in Annex 1.

3.3 The OSD will be determined according to the procedure defined in Annex 3.

3.4 During the delivery phase TEIN\* CC and the Provider will review the progress of the programme each week, or as otherwise agreed by the Parties.

3.5 Each Party acknowledges that liquidated damages payable by the Provider to TEIN\* CC according to Annex 4 constitutes a genuine pre-estimate of TEIN\* CC's losses in those circumstances and that such liquidated damages shall be TEIN\* CC's sole and exclusive remedy for any delay in providing the Service or unavailability of the Service.

#### 4. **Termination**

4.1 This Agreement may be terminated by either Party for any material breach committed by the other Party of its obligations, by giving written notice to the other Party of its intention to terminate. The notice shall include a detailed statement describing the nature of the breach. If both Parties agree that the breach is not capable of being remedied, then termination shall take effect upon service of the notice. Other than in relation to breach of Article 5, if the breach is capable of being remedied and is not remedied within a period of sixty (60) days after service of the notice, then termination shall take effect immediately after expiration of the 60-day period. Notwithstanding the foregoing, if the breach relates to a breach of Article 5 and such breach is not remedied within a period of [30] days from the service of the notice, termination shall take effect immediately after expiration of the 30-day period.

4.2 TEIN\* CC has the right to terminate its obligation to purchase a particular Service Item as specified in Annex 1 if that Service Item has not been delivered within 90 days of the CDD for that Service Item.

4.3 Either Party shall be entitled to immediately terminate this Agreement in whole or in part by written notification to the other:

- i) if the other Party becomes insolvent, or an order is made or a resolution passed for the liquidation, administration, winding-up, bankruptcy or dissolution of the other Party (otherwise than for the purposes of a solvent amalgamation or reconstruction), or an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer is appointed over all or any substantial part of the assets of the other Party, or the other Party enters into or proposes any composition or arrangement with its creditors generally, or the other Party files for bankruptcy protection, or anything analogous to any of these events occurs in any applicable jurisdiction; and/or
- ii) if the other Party has invoked force majeure and the force majeure lasts for more than a period of one month.

4.4 Termination or expiration of this Agreement shall not affect any accrued rights or liabilities of either Party, nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination of this Agreement.

#### 5. **Payment Terms and Conditions**

5.1 The Provider will provide TEIN\* CC with the Service as defined in Annex 1 and TEIN\* CC shall pay the Provider the charges set out in Annex 2.

5.2 All charges are and shall be invoiced in Euros and be exclusive of VAT and any other applicable taxes, duties or levies imposed on the Provider by law. In case such a tax, duty or levy will be due, the respective amount will be added to the charges payable by TEIN\* CC.

5.3 Without prejudice to its other rights or remedies, the Provider may charge, and TEIN\* CC shall pay, interest, accruing daily from the due date to the date of actual payment, on any overdue amounts under this Agreement at the rate of 5 percent per annum.

5.4 TEIN\* CC may request an upgrade or additions to the Service within the terms of this Agreement, which the Provider may agree to provide, subject to agreement between the Parties.

5.5 If the Provider is requested by TEIN\* CC to address a problem with a Service which proves to be caused by a problem in the network or equipment of TEIN\* CC, its customers or a third party used by

TEIN\* CC, or if the reported problem is caused by TEIN\* CC, its customer or a third party used by TEIN\* CC, the Provider reserves the right to charge all reasonable expenses incurred by the Provider in resolving the reported problem, provided that the Provider shall submit to TEIN\* CC reasonable supporting documentation thereof.

- 5.6 If, as a result of any direction given by a government or regulatory authority, the Provider is obliged to increase the prices for the Services, then TEIN\* CC will be entitled to terminate this Agreement by giving one month's notice.
- 5.7 Provided that the one month's notice in Section 2.2 above has not been received, the Provider undertakes to review the charges set out in Annex 2 nine months after the OSD, and annually thereafter provided that the contract remains in effect. The Provider shall decrease the charges where required in order to maintain the overall competitiveness of the service offerings. After concluding the initial review, any decreased charges shall be applied at the end of the 12 months following the initial OSD ("**Initial Price Adjustment Date**"), and at the conclusion of subsequent annual reviews, any decreased charges arising therefrom shall be applied at the pending anniversary of the Initial Price Adjustment Date.

## 6 **Service Quality**

- 6.1 The Provider shall provide the Service in accordance with the Service Level Agreement (Annex 4), redress any interruptions in the availability of the Service in accordance with the Service Level Agreement, and exercise the reasonable care and skill of a competent telecommunications provider in the provision of the Service.
- 6.2 The Provider may from time to time make minor variations to the technical parameters applicable to Service, whether specified in the Service Level Agreement or otherwise, so long as the quality and functionality of the Service are not materially and adversely affected.
- 6.3 Subject to Article 3.5, in the event that the Provider does not comply with its obligations in the Service Level Agreement in relation to the CDD and Service Availability, TEIN\* CC shall be entitled to liquidated damages set out in Annex 4. The Provider shall deduct the liquidated damages payable to TEIN\* CC from the invoice following the date on which the right to claim liquidated damages arose.

## 7. **Other Undertakings by the Provider**

- 7.1 The Provider undertakes that it has established, or shall establish prior to the Commencement Date, where necessary, an appropriate contractual relationship with any third parties including any correspondent connectivity suppliers such that the Provider can offer TEIN\* CC the Service as defined in Annex 1.
- 7.2 The Provider is responsible for complying with its obligations under this Agreement whether or not it has sub-contracted any of those obligations and, notwithstanding any other provision of this Agreement or law, the Provider shall not be excused on the grounds that any default or delay was caused to any extent by the act or omission of any of its sub-contractors.
- 7.3 Each Party will comply with, and the Provider shall ensure that the Services comply with, all relevant and applicable local, national and supranational laws and regulations in each jurisdiction in which the Services are provided/received.

## 8. **Limitation of Liability**

- 8.1 Nothing in this Agreement shall be construed as limiting the liability of Either Party for (a) fraud (including fraudulent misrepresentation), (b) wilful misconduct and (c) death and personal injury caused by its negligence in performance of its rights and obligations under this Agreement.

- 8.2 Neither Party shall be liable to the other for any indirect, incidental or consequential damages or losses, or for any loss of profits, loss of business, revenue, data, goodwill or anticipated savings.
- 8.3 If any section of this Article 8 is held to be invalid or unenforceable under any applicable statute or rule of law, then it shall be deemed to be omitted, and if as a result any Party becomes liable for loss or damage which would otherwise have been excluded, then such liability shall be subject to the remaining sections of this Article 8.
- 8.4 Provider's sole liability and TEIN\* CC's sole remedy for damages arising out of any delay in providing the Service or unavailability of the Service (including but not limited to mistakes, omissions, interruptions, failure to transmit or establish connections, delays, errors or other defects) is limited to any applicable liquidated damages as set out in Article 6.3 above.

## 9. **Force Majeure**

- 9.1 For the purposes of this Agreement, "Force Majeure" shall mean any of the following: Any cause or circumstance whatsoever beyond the affected Party's reasonable control including Act of God, outbreak of hostilities, riot, civil disturbance, student disorder, acts of terrorism, the act of any government or authority (including refusal or revocation of any licence or consent), fire, explosion, flood, fog or bad weather, failure or breakdown of vehicles, bankruptcy of suppliers or sub-contractors, theft, malicious damage, strike, lockout or industrial action of any kind.
- 9.2 Neither Party will be liable for any delay in performing or failure to perform its obligations under this Agreement if the delay or failure results from events or circumstances of Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.
- 9.3 Each Party shall take reasonable steps to minimise the effect of any event of Force Majeure.

## 10. **Assignment**

- 10.1 TEIN\* CC may assign all of its obligations under this Agreement to any one party which is established to provide a similar service to national research and academic communities in the country or countries in which TEIN\* CC operates, provided TEIN\* CC gives the Provider one month's notice and receives the written consent of the Provider, which will not be unreasonably withheld or delayed.
- 10.2 The Provider may assign all or part of its obligations under this Agreement to another member of the Provider's group of companies or to companies which are the result of transformation or restructuring of the Provider, or to a third party which is established to provide services equivalent to the Service provided herein in the country or countries in which the Provider operates, provided the Provider gives TEIN\* CC one month's notice and receives the written consent of TEIN\* CC, which will not be unreasonably withheld or delayed.

## 11. **Relationship between the Parties**

Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between the Parties or the relationship between them of principal and agent.

## 12. **Joint Publicity**

Either Party may issue press releases and/or make public announcements concerning either this Agreement and/or its involvement of the other Party, with the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, each Party may state on its own Internet web site that the Parties have entered into this Agreement.

**13. Notices**

- 13.1 All notices served on either Party by the other will be in the English language.
- 13.2 Any notice to be given under this Agreement shall be in writing and shall be deemed to have been served when delivered by hand, when transmitted by fax, electronic or digital transmission method provided that such transmission is confirmed by a receipt or successful transmission report and confirmed by mail to the following addresses:

SUPPLIER: address:

fax no:

e-mail:

attention:

TEIN\* CC: address: TEIN\* Cooperation Center  
Rm#708, 7F, DMC High-Tech Industry Center  
Sangam-dong, Mapo-gu, Seoul  
Korea

e-mail: tech@teincc.org  
attention: Patch Lee

**14. Governing Law**

- 14.1 This Agreement shall be governed, construed and interpreted in accordance with the laws of the Republic of Korea.
- 14.2 If there is any dispute relating to this Agreement, the Parties will, following a request by either of them, procure that a Senior Vice President or equivalent officer of each Party meet within 14 days of such request in an effort to resolve the issues without recourse to legal proceedings. If the dispute is not resolved within 60 days of the dispute arising, the dispute shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce, by a single arbitrator either appointed jointly or, if the Parties cannot agree on the identity of the arbitrator, appointed by the Chairperson of the International Chamber of Commerce. All negotiations will be conducted in the English language. The place of arbitration shall be [Seoul, Republic of Korea].
- 14.3 All negotiations connected with the dispute shall be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisors who shall also be subject to such confidentiality and shall be without prejudice to the rights of the Parties in any future proceedings. The Parties shall require ICC not to disclose the fact of or the details of the arbitration to any third party.

**15. Entire Agreement**

This Agreement and its annexes is the exclusive statement of agreement between the Parties related to the subject matter hereof. It supersedes all understandings, representations, arrangements and prior agreements, whether oral or written, between the Parties in respect of the subject matter hereof. Each Party agrees that they did not rely on any representation, warranty, collateral contract, or other assurance (except those set out in this Agreement) statement made by the other Party before the signature of this Agreement and hereby waives any remedy which might otherwise be available to them in respect of any untrue statement (whether made innocently or negligently but not fraudulently) before the signature of this Agreement.

**16. Confidentiality**

- 16.1 Subject to Article 16.2, each Party undertakes to the other that it shall:
  - 16.1.1 maintain and treat in confidence all Confidential Information;
  - 16.1.2 procure that its affiliates, directors, employees and professional advisers (being only those lawyers, accountants, bankers and other advisors under a professional duty of confidentiality to the advised Party), sub-contractors and agents maintain and treat in confidence all Confidential Information; and
  - 16.1.3 not (and will ensure that all affiliates, directors, employees or professional advisers, sub-contractors and agents shall not) disclose such Confidential Information other than for the purposes of this Agreement and for which it was provided except with the prior written permission of the other Party.
- 16.2 Article 16.1 shall not apply to any Confidential Information which:
  - 16.2.1 is in or comes into the public domain other than by fault of the recipient Party;
  - 16.2.2 is or has already been independently generated by the recipient Party;
  - 16.2.3 is lawfully received by the recipient from a third Party on an unrestricted basis; or
  - 16.2.4 is in the possession of or is known by the recipient Party prior to the date of this Agreement, to the extent that such recipient Party is not bound by any existing obligation or confidentiality in respect of such information to the other Party hereto.
- 16.3 Nothing in this Article 16 shall prohibit or restrict either Party from disclosing any Confidential Information to the extent to which the same is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or to a professional adviser, provided that the recipient provides (where practicable), in the case of disclosure by law, regulation or order, the disclosing Party with reasonable written notice prior to any such disclosure, and in the case of disclosure to a professional adviser that the professional adviser undertakes to treat the Confidential Information as confidential. In the case of disclosure by law, regulation or order, the Parties shall cooperate with each other in order to minimize the disclosure to the extent possible.
- 16.4 On termination of this Agreement for whatever reason, the recipient Party shall return to the disclosing Party (or, at the discretion of the disclosing Party, destroy) all Confidential Information of the other Party which it has in its possession, including all copies thereof.
- 16.5 Each Party shall indemnify the other Party for any losses or damages arising out of any unauthorized disclosure, communication, or use of the Confidential Information by the receiving Party. The provisions of this Article 16 shall survive the termination or expiry of this Agreement for a period of five years.

**17 Variation**

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

**18 No Third Party Beneficiaries**

This Agreement shall not create any third Party beneficiaries, and TEIN\* CC's end-users shall not have any rights against the Provider or its affiliates.

**19 No Waiver**

Failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver or a waiver of any other right or remedy, and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

**SIGNED** for and on behalf of  
**THE PROVIDER**

**SIGNED** for and on behalf of  
**TEIN\* CC**

Name:

Name:

Position:

Position:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date:

Date:



# ANNEX 1

## SERVICE DESCRIPTION

### 1. Introduction

This Annex describes the individual Service Items, which constitute the Service.

### 2. Service Item descriptions

Technical descriptions of the Provider’s Service are to be set out below. *(NB each Service Item to be described as illustrated below. In the event that other technologies are used, technical information may be modified)*

Service Item 1:

	Country	City
A end		
B end		

Committed Delivery Date: Service Item 1 - [xx] days from signing of contract

Term: 12 months initial period

#### Names of Cables systems used:

The Provider will provide a full SDH circuit(s) according to relevant ITU standards (follows: Tick one box

Resilience	STM-1 (155Mb)	STM-4c (622Mb)	STM-16 (2.5Gb)	Ethernet (10G)
Fully protected with diverse routing				
Dual unprotected to 2 separate locations with diverse routing				
Single unprotected				

### 2.2 Parameters and Settings

The Service will be implemented with the following bandwidth and interfaces:

	For Ethernet 10G	Yes/No	For STM-1/4c	Yes/No
Customer Bandwidth Mb			150,360/tba	
Customer Interface			G957	
Technical Characteristics			1300nm shorthaul, single mode	
Connection Type			SC	

<b>Service termination points</b>	<b>Site A</b>	<b>Site B</b>
Address		
Floor & Room Number		
Rack or Cabinet		
Router Slot		
Zip Code & City		
Country		
<b>TEIN* CC Technical contact</b>		
Name	TEIN* CC Technical Team	TEIN* CC Technical Team
Address	TEIN* Cooperation Center 5F, 645-11, Deungchon-dong Gangseo-gu, Seoul, Korea	TEIN* Cooperation Center 5F, 645-11, Deungchon-dong Gangseo-gu, Seoul, Korea
Telephone Number	+ 82-2-3660-2717	+ 82-2-3660-2717
Fax Number		
e-mail	tech@teincc.org	tech@teincc.org
<b>Palestinian Technical contact</b>		
Name		
Address		
Telephone Number		
Fax Number		
e-mail		

### 3. Service Standards Compliance

For each Service the following general ITU standards shall apply:

ITU G.703	Yes/No
ITU G.826	Yes/No
ITU G.828	Yes/No
ITU G.957	Yes/No
ITU M.2100	Yes/No
ITU M.2101	Yes/No

### 4. Operational Performance and Management Requirements

#### 4.1 Availability

The Service shall be available 24 hours per day, 7 days per week except for scheduled maintenance.

#### 4.2 Scheduled and Emergency Maintenance

Scheduled maintenance of the Service will be carried out only during a pre-defined maintenance window. The Provider's maintenance window for this Service will be on Tuesdays 6.00 to 8.00 am KST, or as agreed between TEIN\* CC and the Provider. The Provider will inform the TEIN4 [NOC] at least two weeks in advance by e-mail or fax of any scheduled maintenance which might lead to service disruption. For non-scheduled maintenance, at least 72 hours' notice by e-mail or fax should be given. The total non-availability time for the Service due to scheduled maintenance work shall not exceed 16 hours per calendar year.

The Provider reserves the right to review this time period after the first six months of the contract period given the Provider's legal obligations to cooperate with other external parties in the operation of the network.

Scheduled maintenance in excess of this period and all unscheduled maintenance will be counted as non-availability of the Service as defined above.

#### **4.3 Contact Points**

TEIN\* CC, or the TEIN3/4 NOC acting on behalf of TEIN\* CC, will report Service problems to the Help Desk at the following telephone number: [tba]. Problems may be reported 24 hours per day, 7 days per week. All communications will be in the English language.

#### **4.4 Problem Reporting and Resolution**

The Provider is responsible for detecting and remedying faults in the Service. The Provider will operate a Trouble Ticketing system, recording all problems reported by TEIN\* CC as well as any faults detected by the Provider. Trouble tickets will be opened within 15 minutes of problems being reported by TEIN\* CC or its agents, or being detected by the Provider. The Provider will inform TEIN\* CC of the trouble ticket number as soon as it is created. The Provider will keep TEIN\* CC informed, at regular agreed intervals, of the progress made in repairing the faults.

Trouble tickets will be closed when service has been restored and TEIN\* CC agrees that the trouble ticket should be closed.

#### **4.5 Reports**

The Provider will provide the following two reports each calendar month within 5 working days of the end of the month:

- Service Fault Report
- Service Availability Reports

The Provider will provide the reporting information in the form of spreadsheets (Microsoft Excel), text (Microsoft Word or ASCII) or diagrams (Microsoft PowerPoint), as appropriate. Electronic versions will be supplied and on request from TEIN\* CC, paper versions.

##### **4.5.1 Service Fault Report**

The Service Fault Report will detail the faults reported during the month with respect to the Service. It will describe each fault, show the total down time for each fault, and whether or not the target time to restore was met, as well as a summary for the Service of downtime and the percentage of faults cleared within the target time.

##### **4.5.2 Service Availability Report**

The percentage availability will be provided for the Service, based on the downtime of the link(s) according to the time derived from the trouble ticket system each calendar month, and will be calculated as follows:

$$\text{Circuit Monthly Availability} = (\text{TCS} - \text{TCU}) / (\text{TCS} - \text{TCN} - \text{TCM}) * 100$$

where:

TCS = the total time counted over 24 hours per day, 7 days per week that the circuit has been in operation during the calendar month

TCU = the total duration of all unavailability periods of the circuit

TCN = the total duration of all unavailability periods of the circuit attributable to TEIN\* CC or its agents

TCM = the total duration of all circuit outages due to scheduled maintenance, up to a maximum of 16 hours in any calendar year.

## Annex 2

### CHARGES AND PAYMENT SCHEDULE

#### 1. Charges

The supplier charges to TEIN\* CC for the Service will consist of the charges for the Service as below:

The charges are quoted excluding Value Added Tax:

Description	Speed	Type	A end	B end	One-off Installation Fee Euro	Annual Fee Euro
Service Item 1						

Prices are quoted as an annual rate, but payment will only be for the duration of the Service, calculated on a pro-rated basis.

#### 2. Payment Terms

For recurrent charges, the Provider shall render:

a first invoice to be issued on or after the OSD covering the period between the OSD and the end of the calendar quarter, and subsequent invoices issued at the start of a calendar quarter and payable quarterly in advance.

TEIN\* CC will pay the recurrent charges only upon receipt of an accurate invoice issued by the Provider. TEIN\* CC shall pay the invoices within 75 working days of the date of receipt of the invoice.

#### 3. Payment Schedule

Payments will be made by TEIN\* CC. Any payment schedule will be advised by TEIN\* CC.

#### 4. Most Favoured Nations

Should the Provider sell or agree to sell or lease services equivalent to the Service provided herein at a particular price ("Third Party Price") to any third party on terms similar to those set out herein, the Provider shall notify TEIN\* CC of the Third Party Price in writing. TEIN\* CC shall thereafter have the opportunity within 30 days of receiving the written notice to purchase from the Provider the Service at a purchase price to be agreed with the Provider, which purchase price shall be less than the Third Party Price.

## **ANNEX 3 ACCEPTANCE PROCEDURE**

The expected Acceptance Test Start Date (ATSD) for each SDH Service Item will be 10 working days prior to the CDD and will have the following stages.

### ***Stage 1 Notification.***

The Provider will notify TEIN\* CC five working days before the expected ATSD whether the the Service Item will be handed over to TEIN\* CC for testing on the date planned, or if there is a delay expected, the Provider will inform TEIN\* CC of the duration of the delay.

### ***Stage 2 Handover for Acceptance Testing***

Before handing over the circuit for testing by TEIN\* CC, the Provider will perform the appropriate ITU specified tests. On completion of the tests, the Provider will inform TEIN\* CC by letter and by fax and will provide a copy of the test results. For SDH circuits, this will include the test reports for both the primary and secondary circuits. TEIN\* CC will confirm receipt of the fax to the Provider.

The ATSD will be the next working day after the test results are received by TEIN\* CC.

### ***Stage 3 Acceptance Testing***

TEIN\* CC will have 10 working days from the ATSD to carry out tests over the link. If no problems arise, then the procedure shall move directly to Stage 5 (bypassing Stage 4).

### ***Stage 4 Acceptance Test Problem Resolution***

If TEIN\* CC identifies problems during the allowed acceptance test period, the Provider will be informed as soon as possible. The Provider shall be responsible to work in a timely fashion with TEIN\* CC to determine the source of the problem. If the source of any problems is determined to be in the Service provided by the Provider, then the Provider will remedy the problem. If the source of any such problem is determined to be outside the Provider's Service or in the customer equipment, then TEIN\* CC will take appropriate action and continue its testing.

If any remedial action involves changes in the Service provided by the Provider, a further period of acceptance testing will take place once the remedial action has been completed. The procedures will follow Stages 2, 3 and (if necessary) 4 as described above, except that TEIN\* CC will be allowed a further five (instead of the original 10) working day period to conduct the Stage 3 acceptance tests.

### ***Stage 5 Service Acceptance***

TEIN\* CC will be deemed to have accepted the Service Item when TEIN\* CC declares that the link operates satisfactorily or if the allowed acceptance test period expires without TEIN\* CC providing evidence to the Provider of unsatisfactory operation. The OSD will be set as the date on which TEIN\* CC accepts or is deemed to have accepted the Service Item.

If TEIN\* CC declares to the Provider, during the time within the allowed acceptance test period, that the link operates satisfactorily, then TEIN\* CC has the right to declare an earlier OSD.

Summary of Acceptance Testing Procedure

<b>Acceptance Testing Stages</b>	<b>Timescales</b>	<b>Comment</b>
----------------------------------	-------------------	----------------

Stage 1 Notification of ATSD	5 working days before ATSD	
Stage 2 Handover for Acceptance Testing		Provider provides test results to TEIN* CC.
Stage 3 Acceptance Testing	10 working days before CCD (5 working days if being re-started)	If acceptance has to be re-started due to problems with the Provider's service, 5 working days will be allowed.
Stage 4 Acceptance Test Problem resolution (This stage only required where problems found during acceptance testing)		TEIN* CC to provide evidence if remedial action required. When remedial action completed, Stages 2 and 3 to be repeated.
Stage 5 Service Acceptance	10 working days after ATSD or sooner if TEIN* CC requests, unless remedial action required.	This date to become the OSD.

## **Annex 4**

### **SERVICE LEVEL AGREEMENT [THE TEXT BELOW PROVIDES THE DESIRED SLA STRUCTURE, TO BE REVISED WHERE NECESSARY IN THE LIGHT OF PROVIDER'S OFFER]**

#### **1. Fault Handling**

The Help Desk will be reachable 95% of the time. In 90% of cases, trouble tickets will be opened within 15 minutes of problems being reported by TEIN\* CC or detected by the Provider.

#### **2. Delivery Guarantee**

Delivery guarantees are given to TEIN\* CC, and the Provider will compensate TEIN\* CC if the OSD exceeds the agreed CDD for reasons caused by the Provider, its agents, contractors or sub-contractors. The Provider will also commence the necessary procedures to ensure that alternative connectivity is provisioned in order to ensure continuity of TEIN\* CC Services in those countries affected by any delay from the OSD.

If the OSD of a Service Item occurs after its CDD, the Provider will compensate TEIN\* CC at a rate of 2% of the new monthly recurring charges per day payable for the period between the CDD and the OSD. The Provider will also either provide or pay for TEIN\* CC to continue to provide alternative service at a TEIN\* CC service level equivalent to that which applied immediately before the OSD, until the earliest date, beyond the OSD, on which TEIN\* CC is able to terminate any contract with a TEIN\* CC supplier which has been maintained in force as a result of the delay, taking account of the notice periods defined in such contracts.

At TEIN\* CC's option, such compensation may be deducted from any subsequent charge payable by TEIN\* CC. Compensation will be applied as a deduction from the charges otherwise payable by TEIN\* CC for the month following the month giving rise to the compensation. Cash compensation will be made in case such payables do not exist.



### 3. Performance Guarantees

Performance guarantees are given to TEIN\* CC. The Provider will compensate TEIN\* CC if the Service performance is below guaranteed levels. Availability is defined as in Annex 1 section 3.

#### 3.1 Total unavailability

Calculation of service availability, and of the excess above the maximum allowable unavailable time is according to the figures below, and based upon the event reports as recorded in the Trouble Ticket system.

Guaranteed Service Availability	Unavailable Time Limit (UTL) (per circuit - minutes/calendar month)
[xx] %	

Table: Calculation of Unavailable Time & Reimbursement

$UT = \text{Unavailable Time (in minutes)/calendar month}$ $UTL = \text{Unavailable Time Limit}$ $T = \text{Tariff/month}$ ( In the case of node compensation calculations, T will equal the sum of the monthly rentals of all the Provider's circuits terminating in the affected node) $R = \text{Reimbursement, to a maximum of } 100\% \times T$  $R = \{(UT-UTL)/8400\} \times T$
--

The maximum compensation in any month is 100% of the monthly charge.

### 3.2 Mean Time between Failures (MTBF)

MTBF
[xx] days

Where the MTBF target is exceeded compensation will be made using the formula:

*For the 5<sup>th</sup> and each subsequent Failure per calendar month: compensation will equal one day's rental per Failure.  
Calculation of MTBF will be based upon the event reports as recorded in the Trouble Ticket system. All events as measured over each calendar month that contribute to unavailable time will count as a Failure.*

Where both 3.1 and 3.2 have been exceeded, compensation payments will be added but will not exceed 100% of the monthly charges.

### 4. Service Restoration Times

Following any failures, service will be restored within [xx] hours, except in the case of sub-sea sections where service will be restored within 30days.

*For each service restoration exceeding its SLA time, compensation will equal one day's rental for each additional day or part day necessary to achieve the restoration. Calculation of MTBF will be based upon the event reports as recorded in the Trouble Ticket system.*

### 5. Reports

The monthly reports will be delivered on time, and as specified, 95% of the time.