

SERVICE LEVEL AGREEMENT (SLA 5)

Basic Parameters of SLA 5

Guaranteed Service Availability: 99.90%

Guaranteed RFS Time:

CONTENTS

1	Service Delivery	1
2	RFS Date.....	1
3	Guaranteed Service Availability.....	1
4	Scheduled Work and Emergency Interventions.....	2
5	Reporting Troubles	2
6	Final Provisions.....	3

This Service Level Agreement (SLA) applies to all services provided by Quantcom for which it has been ordered and the provision of which has been confirmed by the signature of the Product Specification. The Agreement is effective for the entire duration of the service. Pursuant to Law n. 127/2005 of Coll. as amended, the Provider is not obliged to reimburse the Subscriber for damages arising from the service interruption or the provision of defective service.

For the purposes of this Agreement, services shall be understood as products of electronic communications services and activities which Quantcom is obliged to carry out based on the Contract or Product Specification which the contracting parties have entered into and on the basis of which the services are provided; Quantcom is also obliged to provide guarantee quality parameters. In order to clear any doubts, the contracting parties undertake and declare that:

1 Service Delivery

1.1 *Ready for Service (RFS) date is the date on which Quantcom informs the Subscriber that the service is operational.*

1.2 *Within two (2) business days after receipt of the Handover Protocol, the Subscriber shall pass on to Quantcom:*

- a) Confirmation of receipt of the service (by signing the Handover Protocol and passing it on to Quantcom); or
- b) Refusal of service if the service is not fully operational (the Subscriber, however, does not have the right to reject the service for an insubstantial malfunction or deficiency that does not render the service non-operational). In such a case, the Subscriber is obliged to describe shortcomings and non-conformities in the Notification of Service Refusal within two (2) business days from receipt of the Handover Protocol. The period from service delivery to delivery of the service refusal to Quantcom shall not be included for the purposes of calculating penalties for failing to comply with the RFS by the RFS compliance deadlines. If Quantcom receives the Notification of Service Refusal from the Subscriber, it shall reasonably carry out such work as is necessary to remedy the deficiencies about which it was informed. After completion of this work, Quantcom shall repeat the tests to verify that the parameters and functionality of the activated service are in accordance with the parameters listed on the Handover Protocol and the order of the service being delivered.

1.3 *The date on which the Subscriber accepts the service (or the date on which it may be assumed that the Subscriber has accepted the service, which occurs in particular if the Subscriber refuses to accept the service contrary to the contract, in which case it is assumed that the service was accepted by the Subscriber) is the RFS date defined in this Article 1. Quantcom is entitled to begin billing for each service that has been accepted by the Subscriber.*

2 RFS Date

2.1 *For all the services provided, Quantcom activates the service on the date agreed on by the parties. If there is a delay to the agreed RFS date caused by Quantcom, the Subscriber shall be compensated by the reduction of the one-off activation fee according to the table below. The Subscriber is not entitled to any further compensation or damages.*

Delay from the promised RFS date	Percentage discount off the one-off fee
Less than 6 business days	10%
6-10 business days	20%
11-15 business days	30%
16-20 business days	50%
21-25 business days	75%
More than 25 business days	100%

3 Guaranteed Service Availability

3.1 *Quantcom strives to achieve the highest possible degree of reliability. The Quantcom network is monitored and maintained 24/7.*

3.2 *Quantcom guarantees the service availability for the duration of the service (guaranteed service availability). The length of the month is, for the purpose of calculating compensation, standardized to 30 days (720 hours).*

$$\text{Service availability / month} = \frac{((720 - \text{total duration of scheduled work per month}) - (\text{total duration of all failures per month}))}{(720 - \text{total duration of scheduled work per month})} \times 100$$

- 3.3 If Quantcom does not reach the guaranteed service availability for all guaranteed services, the Subscriber shall be compensated by a discount off the price according to the formula given in the table below.

Monthly availability (%)	Discount off the regular monthly payment
(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 discount off a monthly payment resulting from non-compliance with the guaranteed service availability shall be calculated for each month from the RFS date for the relevant service and deducted from the invoice in the following month. The maximum monthly discount for the service unavailability non-compliance with the SLA is, however, at most 100% off the regular monthly payment for the Service.

- 3.5 Service failures, interruptions or defects in the service shall not be included in the monthly service unavailability particularly for the following reasons:

- c) The Subscriber requests Quantcom to test the service although no fault has been reported or detected;
- d) The Service is altered based on the Subscriber's instructions and in its knowledge in such a way that the service parameters defined by this SLA cannot be met;
- e) In case of Force Majeure;
- f) Any interruption directly resulting from faults or deficiencies within the service or on the devices caused by the Subscriber, such as a power outage at Subscriber's location;
- g) The time for which the Subscriber demonstrably fails to provide access to the Quantcom representatives or persons authorized by Quantcom to fix the problems;
- h) The Subscriber is unable to ensure availability of the technical contact person or the contact person for escalation or the Subscriber does not inform in writing about the change of that contact person, and this failure delays the repair of the fault;
- i) Faults caused by the equipment or systems outage provided by the Subscriber or any third party not managed or checked by Quantcom;
- j) Scheduled work under this Agreement;
- k) The time elapsed during the waiting period for checking the functionality of the Subscriber's resources for more than 30 minutes.

- 3.6 For each service, Quantcom shall prepare a monthly Quality Report. If the availability falls below the guaranteed level, the Quantcom shall send the report to the email of the technical contact person listed in the Product Specification. .

4 Scheduled Work and Emergency Interventions

- 4.1 The Subscriber shall receive a clear and timely alert from the Quantcom Helpdesk about scheduled outages on some services for maintenance or other work (including metering, dealing with outages and upgrades of technical equipment) – "Scheduled Work". The Subscriber shall be notified of the scheduled work at least 7 days before the start of the work. Scheduled work is excluded from the guaranteed service availability calculations if (and only to this extent) they do not exceed 12 hours of real unavailability in a calendar year. The exception from the obligation of notification in the terms set in this Agreement is the handling of emergency interventions when the Subscriber shall be given reasonably as much information as possible. Servicing interventions include also SW activities (reset, reconfiguration).

- 4.2 Quantcom shall inform the Subscriber only of such scheduled work that affect or may affect the operation of the Subscriber's services.

- 4.3 All scheduled work or emergency interventions shall be carried out in such a way as to cause minimal interruption of operations on any service. Outages due to emergency interventions are included in the guaranteed service availability calculations.

- 4.4 Notifications of scheduled work or emergency interventions shall be sent to the contact person listed in the Product Specification or to the escalation contact person listed in the Product Specification. Notifications shall be sent by email, if it is written in the Product Specification. The Subscriber is obliged to send the confirmation of receipt of information regarding the scheduled work to helpdesk@quantcom.cz within 1 business day from receiving notice from Quantcom that such work is scheduled. If Quantcom does not receive a written disapproval of the scheduled work within 1 business day, the work shall be deemed approved and taken as the scheduled intervention.

5 Reporting Troubles

5.1 Accepting faults

Quantcom Helpdesk operates the Helpdesk 24/7 for accepting information about service failures on circuits on +420 226 204 400. The Subscriber shall use this contact number to report faults, otherwise Quantcom cannot guarantee the SLA parameters. Reporting faults is performed according to the following procedures:

Subscriber:

- Gives its identification (name / company / address)
- Gives the number of the relevant service listed on the Handover Protocol
- Provides information about the fault
- Reaches an agreement with the Subscriber about when the fault began

Quantcom Operator:

- Gives its identification
- Confirms acceptance of the fault
- Reaches an agreement with the Subscriber about when the fault began
- Puts the data into the new Trouble Ticket (TT) and gives the TT number to the Subscriber

If the Subscriber does not know the exact service number and the Quantcom operator has to identify the service by querying the database, the start of the fault for the purposes of the SLA calculations shall be the time when the service is fully identified.

5.2 Response to reporting faults and diagnostics

After obtaining sufficient information from the relevant Network Management Department and from the Monitoring Center or other departments involved in dealing with the fault, the Quantcom troubleshooter shall provide the following information to the Subscriber's contact person:

- Its identification and the name of its department
- The number of the relevant service, as stated in the Handover Protocol
- The trouble ticket number
- The start of the fault agreed on with the Subscriber
- The reason for outage if known at the moment (usually a device failure, tripping out of the Czech Republic, etc.)
- Information on the steps taken to fix the fault (based on the result of the diagnostics, e.g.: the need to send Quantcom technicians to locate or fix the fault at an end point at the Subscriber's location) and the expected time for outage

This information shall be provided to the Subscriber in an agreed way by telephone or email. The time for providing this information is set to 1 hour.

5.3 Fixing the fault

The fault is fixed when the service is restored, i.e. all service parameters are fully in line with the parameters specified in the Technical Specification for the service, and when the Subscriber is informed by Quantcom that the fault has been fixed. For the purposes of determining the duration of the fault, the end of the fault shall be the time when the Subscriber's contact person is informed that the fault has been fixed. If the Subscriber's contact person is unavailable, the time spent attempting to make a connection with the Subscriber's contact person shall not be included in the duration of the fault. In this case, the end of fault shall be the time when the fault was fixed and there was the first attempt to contact the Subscriber's contact person in order to be able to agree on the end of the fault. After the notification that the fault has been fixed, the Subscriber's contact person shall clearly express its agreement or disagreement with the fact that the fault has been fixed. If the Subscriber does not respond within 1 hour after being notified that the fault has been fixed, it is assumed to have confirmed that the fault has been fixed and the service is fully operational. If the Subscriber and the Quantcom operator do not reach consensus on the question of whether all technical parameters of the service have been restored (or whether it is even possible to fix the fault), escalation procedures shall be applied. Once the Subscriber agrees that the trouble has been fixed, the Fault Fixing Report shall be sent to the Subscriber by email. The report shall include:

- The Quantcom Operator's name and department
- The relevant service number, which is listed on the Handover Protocol (Product Specification)
- The Trouble Ticket number
- The start of the trouble agreed on with the Subscriber
- Reason for outage, if know at the given time (usually a device failure, tripping out of the Czech Republic, etc.)
- Fault fixing confirmed by the Subscriber
- Notes if further explanation necessary

5.4 Quantcom is entitled to charge the Subscriber with the costs related to detecting and fixing faults in the event that after reporting the trouble by the Subscriber, it objectively finds out that the fault has not been caused by Quantcom, or that the trouble has been caused by the Subscriber, or possibly that the trouble has not occurred at all.

5.5 Escalation procedures: the Quantcom Helpdesk has contact information for persons at higher escalation levels so that they can be handed over to the Subscriber. The Subscriber may use this information in particular if it is not satisfied with the level of services provided by the first level contact staff or if the first contact level is unavailable for any reasons.

Escalation contacts:

Escalation level	Person	Position	Email	Telephone #
Level 1	Petr Procházka	Chief of NOC	petr.prochazka@quantcom.cz	+420 226 204 106
Level 2	Jakub Valenta	Wholesale Manager	jakub.valenta@quantcom.cz	+420 226 204 208
Level 2	Jiří Kutílek	Sales Manager	jiri.kutilek@quantcom.cz	+420 226 204 204
Level 3	Marek Štastný	Technical Director	marek.stastny@quantcom.cz	+420 226 204 144

6 Final Provisions

6.1 This Agreement may be amended or cancelled only by a written amendment signed by the representatives of both contracting parties.

6.2 Unless otherwise agreed in this Agreement, the legal relationship arising from it shall be governed by the Commercial Code.

6.3 This Agreement has been executed in two original copies. Each contracting party shall receive one such copy.

6.4 The contracting parties declare that they have read the Agreement prior to their signatures and that the Agreement has been closed based on their true and free will, not in distress or under inconspicuously disadvantageous conditions violating the principles of fair business relationship.