

Code of Practice

1. About Kalaam Telecom

Kalaam Telecom is a trading name of Kalaam Telecom Bahrain ©. Launched in 2005, Kalaam Telecom has grown to be one of the leading alternative operators offering voice, internet, data and ICT telecom services in the Kingdom of Bahrain.

Now in its 11th year of operations, Kalaam Telecom provides Enterprise solutions for fixed and mobile telecommunications and internet connectivity backed with strong after sales service- from a dedicated corporate account manager, online account management portal, 24/7 dedicated customer care, to strong and defined service level agreements and state-of-art platform based on Next Generation Network technology.

Kalaam also has a well-established Residential services and products i.e. for individuals and residences, which makes international calling and internet connectivity affordable to anyone.

This Code of Practice is to inform you, our customer, about your relationship with us, Kalaam Telecom. It is written for voice and data customers who purchase telecommunications and internet services from Kalaam Telecom directly.

This code of Practice covers "Enterprise" services provided to large and small businesses and "Residential" services for individuals and their residences.

This code aims to provide you with information on:

- how to contact Kalaam Telecom (Section 3)
- our company values and commitment (Section 4)
- our services and the Kalaam advantage (Section 5)
- how to subscribe to an Enterprise service; (Section 6a)
 - Enterprise Subscriber Form (Appendix 1)
 - Enterprise Subscribers Agreement Terms and Conditions (Appendix 2)
- How to subscribe to Residential Services (Section 6b)
- Service Activation Days for All Services: (Section 7)
- Kalaam's Enterprise Line Service Level Agreements;(Section 8)
 - SLA for Enterprise Internet services; (Appendix 3)
 - SLA for Enterprise Data Services; (Appendix 4a and 4b)
 - SLA for Enterprise Cloud Services; (Appendix 5)
- Feedback, complaints handling and cancellation of services: (Section 9)
- Dispute Resolution: (Section 10)
- Approval and Review of Code: (Section 11)
- Telecommunications Authority of the Kingdom of Bahrain Contact Information. (Section 12)

Note:

The Code of Practice may be modified from time to time. However, an updated Code of Practice can be made available on request by e-mailing: support@kalaam-telecom.com

3. How to Contact us

For up-to-date contact information, please visit our website: www.kalaam-telecom.com

A. By phone

Kalaam's Head Office – to speak to any department – **1616 8686**

Timings: 8 a.m. to 5 p.m. Days: from Sundays through to Thursdays.

Kalaam's Customer Service and Support Lines - All customer service and support lines are open 24 x 7

- Enterprise Services Sales Desk – **8001 1008**; and Customer Care – **16 100 100**;
- Residential Services Sales Desk – **8001 8008**; and Customer Care – **8006 1111**

B. By fax

Kalaam's Head Office & Customer Care Centre **1616 8688**

C. By email

- Sales: sales@kalaam-telecom.com
- Customer Care & Complaints: customercare@kalaam-telecom.com
- Billing & Collections: billing@kalaam-telecom.com
- Admin: info@kalaam-telecom.com

D. By letter

Kalaam Telecom Bahrain, Office Suite 602, 6th Floor, Almoayyed Tower, P.O. Box 21421, Seef District, Kingdom of Bahrain.

Contact details of Telecommunications Regulatory Authority of Kingdom of Bahrain are given in Section 12 of this Code.

4. Our Service Values

All of Kalaam's Enterprise and Residential Services come backed with the Kalaam Advantage:

- Premium Next Generation Network technology,
- Dedicated corporate account manager for every client;
- Online account management portal,
- Technical support with defined service level agreements;
- Customer Care: 24 x 7.

Our goal at Kalaam is to be the first choice for best-value offerings in advance Data, Internet, Voice, ICT and Cloud services to business customers. We are committed to achieving this goal, through continuous investment in personalized service, quality and innovation.

Our values are:

- **Customer-Focused:** A customer is of primary importance and deserves our best service, attitude and consideration. At Kalaam we understand that our success comes from developing long lasting relationships with our valued customers.
- **Solution-Driven:** We are committed to developing specific industry-segmented focused solutions. We do this by paying careful attention to your requirements and creating a solution that meets our customer's specifications.
- **Value-Based Solutions:** We know that our customers both deserve and appreciate great value, which is why we provide the best quality communication services for prices we know you will find reassuringly affordable. Our value driven business model means we offer you exactly what you need at competitive price.
- **Quality-Driven:** Our emphasis is on delivering telecom services with consistent highest service standards and quality, which we ensure by adhering to strict and transparent service level agreements. We also use monitoring tools to measure our systems, processes & performances enabling us to not only maintain quality of service but also be proactive in service management.
- **Pro-active Service:** Our fully managed and monitored connectivity offers the highest network resilience and service level assurances to our customer's mission-critical business systems. Further customers can access the online account management portal, that provides usage and payment details.

5. Our range of Services

A. Kalaam Enterprise Services for Corporates and Businesses:

"Enterprise services" assists our clients by providing high-speed solutions for businesses that need high-performance and full-time dedicated access.

Kalaam's "Enterprise" Service Line consists of Data, Internet, Voice, ICT and Cloud solutions that provide significant savings.

Data Services

- "MPLS P2P", lets you manage a point-to-point connectivity, giving you the ability to communicate and exchange information between two sites. This is a fully managed service which helps expand your local network to remote sites and creates a single company-wide communications infrastructure.
- "AVPN", is a wide area network connection between geographically dispersed offices and branches. Local businesses which are looking for an efficient, secure and affordable communication tool can find the perfect solution in Kalaam's AVPN connection.
- "Global MPLS" network will enable you to streamline business operations, interconnecting international branch offices, dealers and partners on a single platform. This innovative network is ideal for mission critical applications and converges data, voice and video.
- "IPLC", International Private Leased Circuit is designed to provide a point-to-point connectivity for your business with a way to expand your private network across countries and offers a secure, reliable international connection that is ideal for your organization's connectivity requirements.
- "VSAT P2P" is a versatile solution to connect where there is not a conventional media such as copper, fiber and microwave. It is extremely useful not only as a reliable primary link for non-feasible areas, but also as a very successful alternate technology for a backup link.
- "Offshore DIA" provides dedicated internet access to over 170 countries across the globe. The services could be offered over various access technologies such as fiber, copper, wireless (microwave/radio, WiMax, 3G/4G/LTE) and Satellite. We can provide speeds up to 10 GBPS depending on the access technology.

Internet Services

- "Dedicated Internet Access" offers Businesses high-speed symmetrical bandwidth connectivity over our Wired or Wireless network which is an ideal solution for large companies that need a reliable service which is highly secure.
- "Business broadband", provides businesses with an efficient and cost-effective broadband solution.
- "Managed Broadband", offers customers a fully managed service with the flexibility to upgrade bandwidth whenever it is needed.

Voice Services

- "OOTO" is a unique voice solution for business executive while roaming. Stay connected to your business from any part of the world, without the worry of paying huge bills. Now its Save to Travel
- "Direct Dial", a cost saving solution on local as well as international calls. It makes communication over IP a convenient option with a range of added benefits.
- "Direct Dial International", a service where your business can make substantial cost savings on International calls to any destination using your existing telephone lines, without changing your business phone number.
- "Toll-free services", a special telephone number is provided in a specified destination (local/International), which is free to the calling party and instead the called party is charged for the incoming call.

ICT Services

- "Data Hosting" Our tier 3 standard data center provides a highly secure, protected and environmentally controlled facility to store critical data, network and communication assets.
- "IPTV", is a next generation technology that provides reliable, fast, high-quality, simple to manage and easy to use solutions. This all-in-one hybrid solution is ideal for hotel, hospitals, residential complexes, educational institutes and other industry segments.
- "Bandwidth Management" ensures that all users get their share of available bandwidth at all times. Kalaam's dynamic bandwidth manager intelligently gauges where the bandwidth is needed most from analyzing the usage and adjusts it accordingly.
- "WiFi Solution" enables companies to manage their WiFi more effectively and works in tandem with the existing network to keep people connected.
- "Bulk SMS" is used to send high volume messages which is a cost-effective solution enabling organizations to connect, interact and transact with customers, suppliers, employees and partners.

Cloud Services

- "Virtual Private Server" are perfect for businesses looking for more control, flexibility and performance, but without the investment required for a dedicated server.
- "Backup as a Service" helps you better protect ever-growing data volumes, efficiently manage information assets, and quickly find, recover and access data.
- "Secure Email Gateway" enables customers to secure their mail infrastructure with no operational impact.
- "Hosted Microsoft Exchange" was designed for organizations that want to get the benefits of cloud-based email with the robust capabilities of an on-premises Exchange deployment.

- “Secure Web Gateway” delivers a cost effective, easy to manage, fully inclusive web security with high end performance and value added features to help your organization remain secure whilst achieving regulatory compliance.
- “Web Hosting Services” is an ideal solution for website developers, e-commerce stores and small businesses.
- “Hosted PABX” delivers more functionality than a traditional phone system, without the costs of managing and maintaining a physical PABX.

B. Kalaam ‘Residential’ Services for individuals and residential homes

- “hala™”, is a service offered by Kalaam Telecom which allows you to reduce the cost of local and international calls made using your mobile phone. hala™ works along with your existing mobile service provider and does not require you to change your mobile phone number.
- “HomeNet”: Cost-effective home broadband solution. Stay connected in the comfort of your home and enjoy browsing the internet.
- “Calling Cards”: Cost-effective solution for making international calls by dialing a fixed local toll free number. This service allows users to save cost when making international calls to their loved ones.
- Kalaam has multiple calling cards that are ethnic focus to provide better cost saving and quality voice communication, and those are
 - a. Talk : An International calling card
 - b. Kalaam 161 : An International calling card that provides additional cost saving by dialing Kalaam 161 DID number
 - c. Malabar : An International calling card focussed on Indian Kerala ethnic group.

6.A. How to subscribe to an Enterprise Service

You can contact anyone of our Corporate Account Managers who will review your telecommunications and/or internet connectivity requirements by calling the numbers specified in Section 3. Alternative, kindly go to www.kalaam-telecom.com and click through on various Contact Us options.

A Corporate Account Manager meets with you to explain our services and assess your needs. In some cases, and for some services, a Technical Support Engineer will also verify the technical aspects of your telecommunications and internet requirements.

Next, the Corporate Account Manger will submit either a Proposal outlining customer requirements, proposed solution, pricing and any special terms and conditions that are applicable along with the Standard Enterprise Services Subscription Form.

If Kalaam submits a Proposal for your requirements, it will contain the following information:

- About Kalaam Telecom: Contact details, including our address, telephone number and e-mail address and the direct contact details of the dedicated corporate account manager, who is attending to your company's interest.
- Customer Requirements: General requirements and Technical specifications of data, internet, voice, ICT or cloud service, the customer has expressed an interest in.
- Proposed Solution: A description of the recommended service, together with international calling rates or package specifications.
- Commercial Offer: Pricing for the Service including the cost of any charges, equipment or set-up charges together with payment terms
- The minimum contract period and minimum contract charges, if applicable
- Any special terms and conditions applicable that are not mentioned in the standard subscription form and terms and conditions.
- A subscription form with terms and conditions, which are required to be filled in and signed as proof of registration for the service. And in the case of proposals, proof of confirmation of acceptance of the proposal, that was submitted.

Kalaam's Enterprise Services Subscription Form (Appendix 1)

You will be requested to provide the following information in the subscription form:

- Essential information including your company's postal address, telephone and e-mail contact details and website address.
- Supporting documents including Commercial Registration in the Kingdom of Bahrain, and in some cases, Authorized Signatory verification, bank guarantee, if applying for a certain credit limit or credit line as applicable.

Printed on the back of the Enterprise Subscription Form are the Terms and Conditions, which contain the following relevant legal sections:

- Customer's responsibility
- Kalaam's Rights
- Liability and Indemnity
- Termination of a Service
- Suspension of Service
- Charges, Billing and Payment
- Changes
- Notices
- General Provisions to the Terms and Conditions

You will be requested to read and agree to the Terms & Conditions under Customer Approval (Section 3 of the Subscription Form), before signing up for Kalaam Telecom's Enterprise services. It is stated that the Terms & Conditions are set out overleaf, right next to the place of customer's signature.

The Enterprise Service Subscription Form is also available online at www.kalaam-telecom.com together with the terms and conditions.

Minimum subscription Periods for Enterprise Services

Enterprise Service	Minimum Subscription Period
Data Services	One Year
Voice Services	Based on the usage and no minimum subscription period
Internet Services	One year
ICT Services	One year*
Cloud Services	One year*

*Some products are sold on one time recurring fee

6.B. How to subscribe to a Residential Service

You can contact us for any of the Residential services for personal or residential use by calling the numbers specified in Section 3. Alternative, kindly go to www.kalaam-telecom.com and click through on various Contact Us options.

Most popular Residential product "hala" can be downloaded from the Appstore and Play store on Android and iOS

For our Residential services like HomeNet ADSL, you will be provided with a Residential Subscription Agreement outlining package details, set up requirements and installation guides.

Alternative, kindly goto www.kalaam-telecom.com and click through Residential ADSL Service for the subscription form and fax it to us on 1616 8686.

Minimum subscription Periods for Residential Services

Residential Service	Minimum Subscription Period
Voice Services	Based on the usage and no minimum subscription period
Internet Services	One year

7.A. Service Activation days for Enterprise Services

Once the subscription form is processed, you will be informed by Kalaam's Customer Care when the service is activated via an **Activation Letter** sent via e-mail giving you the following information:

- Your Kalaam Telecom Account number
- The Enterprise Service Subscribed to
- Your Account Login and Password, which enables you to login to our Real-Time Online Account Management Portal;
- Collections Centres for payment of bills
- Kalaam Telecom contact details for any enquiries or technical support

Additionally, for Voice Services:

- The telephone/mobile number(s) that are registered

Additionally, for Internet Services Only:

- Your email username and password
- Your IP address and other technical details as applicable

If you wish to check the progress of your service activation you may call our Customer Care Representative at anytime (See Section 3 for contact numbers).

In case you wish to cancel your subscription before the activation date, please provide inform your corporate account manager immediately in writing. Depending on the status of the subscription, we will cancel your subscription. However, once application is submitted, the cancellation procedure outlined in Section 9, is applicable.

7.B. Service Activation days for Residential Services

On subscribing to our Residential services, you will receive a **Welcome Letter** giving you the following information:

- The Residential Service Subscribed to with respective terms and conditions for usage.
- How-to Install/Activate Guidelines
- Your Kalaam Telecom Account number
- Your Account Login and Password, which enables you to login to our Real-Time Online Account Management Portal;
- How and where to pay your bills?
And in the case of Residential, ADSL: your email username and password for Residential ADSL in addition to the connectivity password
- Kalaam Telecom contact details for any enquiries

8. Service Level Agreements.

Each of our Enterprise Service Line comes backed with Service Level Agreements. The Service Level Agreements defines the response time to receive customer care service and technical support attention. They also include definite resolution time for trouble-shooting any problems or service faults originating from Kalaam's network.

Kalaam's Enterprise Service Level Agreements are detailed as:

- Internet Services: for Dedicated Internet Access (DIA) (Appendix 3)
- Data Services: for MPLS (Appendix 4a)
- Data Services: for Global MPLS (Appendix 4b)
- Cloud Services: for Virtual Private Server (Appendix 5)

And contain the following contents:

- Service Performance and Quality of Service to expect
- Network Availability
- Chronic Service Outages
- Service Level Definitions
- Communication Notification and How to complain to Customer Care:
- Service Claims
- Service Exclusions, if any

9. Feedback, Complaints Handling and Cancellation of Services.

Feedback

If you have any comments or concerns about our service we'd like to hear about it you can contact us by phone, letter or email. Our contact details can be found at in section 3 of this Code. We may on occasion send you a customer satisfaction survey to ask how you think our customer service team handled a recent enquiry there is no obligation to complete the questionnaire but we would welcome the feedback.

Complaints Handling

We are committed to providing you with a great value and reliable services. However, faults can occasionally occur, and when they do, we want to correct them quickly; our contact details for Customer Care Helpdesk are given in Section 3 of this Code.

We provide a comprehensive complaint handling process to solve your problem as soon as possible.

When you call us, a customer service representative will request details like the account number of your service experiencing a problem, and details of the problem. The customer care representative then raises a trouble ticket, and will send you an email providing you with a trouble ticket reference.

Complaints can also be provided in writing via e-mail, fax or by post. Please refer to Section 3 for contact information. Upon receipt of your complaint, Kalaam will acknowledge your communication and provide you with a reference number within Two (2) working days. We advise you to keep a copy of the letter as well as an acknowledgement from us that we have received your complaint.

Kindly provide us with clear contact details on how to reach you and timings.

Kindly also specific the exact complaint and if you are reporting a fault, state what the problem.

Usually, Kalaam Telecom investigates the non-fault matters and reverts to you within 14 working days and do its best to resolve any complaint as amicably and quickly as possible. For any matters relating to Faults, the response times for Enterprise services are as per the service SLAs provided to the customer.

If you are not happy with the response you receive from our Customer Care Representative, you may ask for the matter to be referred to Corporate Account Manager/Technical Support Engineer for further investigation.

Below is the categorization of complaints with the time line:

Category of Complaint	Target Response Time
Billing	Within five (5) working days - with no disconnection while an ongoing dispute is unresolved, provided that complainants have paid the undisputed portion of an account
Standard Subscriber Agreements	Ten (10) working days
Number Portability	Two (2) working days
Prices and Tariffs	Ten (10) working days
Quality of Service	Ten (10) working days
Fraud or Theft	Shortest time possible, provided that where the complainant requests disconnection of the service to stop any abuse then that request shall be addressed immediately and must not exceed One (1) working day.
Installation	Ten (10) working days
External escalation cases to be send to Vendor or Batelco	Ten (10) working days

In the rare event, we are unable to resolve your complaint to your satisfaction after 60 days or if you have received a letter from us informing you that your complaint has reached 'deadlock' you have the right to refer your case to the Telecommunications Regulatory Authority. The TRA's contact details can be found at in section 12 of this code. The TRA will want to ensure that you have followed this process and will refer the matter back to Kalaam Telecom for resolution.

An application to the TRA does not relieve you from any obligation you may have to pay any amounts not in dispute.

Cancellation

If you wish to cancel your service with Kalaam Telecom once activated, you can do this in writing or by e-mail giving 7 days prior notice for Voice Services. Cancellation of the Kalaam Telecom Voice service takes 7 working days from receipt of a written request to cease as we are obliged to work within industry agreed processes. When you cancel your service, we aim to advise you of the time lapse between us receiving your cancellation request and the time at which the service will be withdrawn. During this period, you remain liable for the costs of any services we provide you.

If you wish to cancel your Internet service you can do so in writing or by e-mail, giving 30 days prior notice, after the stipulated minimum subscription period noted in the subscription form or proposal.

Any cancellation fees become immediately applicable along with usage charges up to the period the service is ceased. Cancellation fees are usually based on the minimum subscription period stipulated in the proposal or in the general terms and conditions.

There are 3 types cancellation:

Types of Cancellation	Post cancellation process	Reconnection process
One month outstanding bill to Kalaam.	Kalaam's Customer care remind customers by phone call, email and provide customer with the full procedure to reactivate the line.	The line will be automatically reconnected upon clearing the outstanding amount.
Two-months outstanding bill to Kalaam.	Account Manager / Credit controller to remind customers by phone call, email and provide customer with the full procedure to reactivate the line.	Customer must clear the outstanding amount and fill application form along with CPR/CR, company Stamp on the application form and Authorized person signature, to re-apply for the service.
Three months outstanding bill to Kalaam.	Kalaam's Customer care remind customers by phone call, email and provide customer with the full procedure in order to reactivate the line.	Customer must clear the outstanding amount from Batelco first and then fill application form along with CPR/CR, company Stamp on the application form and Authorized person signature in order to re-apply for the service.

10. Dispute Resolution

Kalaam Telecom is a licensed operator by Telecommunications Regulatory Authority (TRA), which provides a free, independent, service to help sort out complaints when customers and telecoms companies can't agree.

In case the dispute has not been resolved within 60 days, either party may escalate the same to TRA. Contact details are shown in Section 12 of this Code of Practice.

TRA's role is to investigate complaints fairly, listen to both sides of the story and look at the facts. If the TRA decides your complaint was justified Kalaam Telecom will honor their decision and put things right for you. This process provides a straightforward alternative to legal action.

11. Approval and review of Code

This Code has been approved by the Telecommunications Regulatory Authority of the Kingdom of Bahrain and is reviewed annually.

We aim to keep this Code of Practice up to date and you may obtain a copy from our customer service representatives on the numbers listed in Section 3 or visit our website www.kalaam-telecom.com and a copy can be downloaded from the Homepage within one click.

It is essential that our customers understand, at the point of registration, the service being offered and agreement they are entering. Hence, reading the terms and conditions thoroughly will avoid any unnecessary inconvenience or escalation of a complaint to a dispute.

Accurate, complete and updated records of all the complaints will be retained for at least One year following the resolution of the complaint.

If you have any questions regarding Kalaam Telecom's compliance with our Code of Practice, please contact: Chief Operating Officer, Kalaam Telecom, PO Box 21421, Kingdom of Bahrain or [email: vpassi@kalaam-telecom.com](mailto:vpassi@kalaam-telecom.com)

12. Telecommunications Regulatory Authority:

By letter

TRA, P.O.Box 10353, Kingdom of Bahrain

By phone

81188

By fax

+973 17520 0044/ 17532523

By email

consumer@tra.org.bh

Website

www.tra.org.bh

Appendix 3: Service Level Agreement

This Service Level Agreement (hereinafter referred to as "SLA") outlines the performance parameters and quality of service to be provided by Kalaam to the Customer in relation to the **Dedicated Internet Access** service. This SLA supplements the Standard Terms and Conditions of Kalaam Telecom (hereinafter referred to as "Terms and Conditions") and shall entitle the Customer to certain rights and remedies concerning the performance of the Kalaam's network. All Customer rights as described in this document are subject to conditions and exclusions as set forth in Clause **12** hereunder.

1. Definition of Terms

1.1 "SLA" is the agreed level of service to be provided (Service Level Agreement).

1.2 "Cover Time (CT)" is a period of time during which Kalaam is responsible for compliance with the SLA as stipulated herein within the monitored period. Cover time is expressed in minutes per month.

1.3 "Outage Time (OT)" is a period of time during which the service will not be available for justified reason as stated in Clause **3.1**, and it will not be calculated as unavailability time of the service. Outage Time is expressed in minutes per month.

1.4 "Unavailability Time (UT)" is a period of time during which the service will not be available for any unjustified reason and it will be calculated as unavailability time for the service. Unavailability time is expressed in minutes per month.

1.5 "Time to Repair", also referred to as "TTR", is the guaranteed time to resolve a Hard Outage trouble ticket from the time Kalaam Telecom Service Centre operator receives and acknowledges the receipt of Customer's fault report by phone or email.

1.6 "Response Time" is the guaranteed time to respond to a fault report calculated as a period between customer's contact person reporting of fault by phone or email to Kalaam Telecom Service Centre operator and the moment of Kalaam Telecom Service Centre operator response to the customer's contact person about accepting fault report and start working to fix the fault.

1.7 "Service Availability (SA)" is the guaranteed availability of the service expressed as a proportion of time during which the customer can use the service in the agreed extent and quality as defined in its technical conditions and Cover time (CT) within the monitored period. The SA final value is expressed as a percentage or in minutes per month.

1.8 "Kalaam Telecom Service Centre operator" is Kalaam Telecom contact person, and Kalaam Telecom Service Centre employee, for reporting of faults and their handling.

1.9 "Hard Outage" is total loss of Service.

1.10 Kalaam shall provide to the Customer the service (the "Service") which has been indicated on the Subscription Form. The Service is subject to these Terms & Conditions printed herewith, except where expressly stated otherwise.

1.11 Kalaam cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Kalaam's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that in some cases that they may not be able to receive the subscribed Service owing to certain technical restrictions that may arise, although Kalaam shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances, to a minimum.

2. SLA Parameters

The Customer and Kalaam hereby agree on the following SLA parameters and values:

Parameter	Guaranteed Value	
Service Availability	As per Clause 3	
Outage Notification Time	Scheduled	3 Calendar Days
	Emergency	4 Hours
Installation Lead Time	Wired	Wireless
	4-6 Weeks	4-6 Weeks
Time to Repair	6 Hours	
Response Time	1 Hour	

3. Service Availability

Kalaam guarantees that the Service will be available as mentioned in Clause **2**, as calculated on a calendar month basis, and will be based on the following installation option:

- Single circuit, single router – measures availability for sites that have no backup circuit.

3.1 The Outage Time (OT) is expressed in minutes per month and could happen for any of the following reason:

a) Interruptions due to scheduled maintenance activities, while scheduled maintenance activities shall mean scheduled planned interruptions in the service provision or scheduled maintenance activities and preventive measures that may lead to interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date, and time to start and end the scheduled maintenance activities.

b) Interruptions due to emergency maintenance activities, while emergency maintenance activities shall include unscheduled operation that cause interruptions in the service provision or other emergency maintenance activities that may lead to operation interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date and time to start and end the unscheduled activities.

c) Temporary interruptions in the service provision on request of the Customer, or any interruptions caused by the Customer like improper use of Kalaam's equipment on Customer's premises, or power outages in Customer's location, or fault on Customer's internal wiring, or any failure in cooperation with Kalaam during any fault clearance.

d) Temporary interruptions in the service provision due to any modification on the service on request of the Customer,

e) Interruptions due to unforeseeable and unavoidable circumstances (force majeure), such circumstances shall be especially: natural disasters, fires, epidemics, accidents, unforeseeable and unusual power outages, administrative restrictions and other acts of local bodies of the state administration, the government or other relevant authorities, states of national defensive alert, civil unrest, sabotage, and strikes as well as other instances of distinct severity.

3.2 The Unavailability Time (UT) expressed in minutes per month and is the service outage time under Kalaam's responsibility caused for any reason not included in Clause **2** and **0**.

3.3 Service Availability (SA) shall be calculated in line with the following formula:

$$SA [\%] = \left(\frac{CT - OT - UT}{CT - OT} \right) \cdot 100\%$$

3.4 The following tables set out the Credits to which the Customer will be entitled in the event of breach of the Service Availability set out in Clause **2** above.

Availability Credit Table - Single Circuit, Single Router

Availability		Credit Percentage
From	To	
< 100%	99.70%	0%
99.69%	99.50%	5%
99.49%	99.00%	10%
98.99%	98.00%	15%
97.99%	97.00%	20%
96.99%	96.00%	25%
95.99%	90.00%	30%
Less than 90.00%		100%

4. Outage Notification Time

4.1 Kalaam is committed to provide the Customer with service outage notification as mentioned in Clause **2** above service outage could be caused by any emergency maintenance activities or scheduled maintenance activities for Kalaam's network or systems.

4.2 In the event that Kalaam completely fails to notify the Customer about the outage time for scheduled and emergency maintenance activities before it happens, the outage time will be considered as Unavailability Time (UT). In the event that Kalaam fails to notify the Customer about the outage time for

scheduled and emergency maintenance activities in accordance with Clause **2**, Customer will be entitled to receive a credit equal to 5% of the MRC for each site that was impacted during a Hard Outage that was not properly notified. Customer may obtain no more than one credit per day, irrespective of how often in that day Kalaam failed to meet the Outage Notification Time guarantee.

4.3 Customer notification calculations will not include time related to (i)

catastrophic or major events such as fiber cuts or network switch outages that affect multiple customers and (ii) unavailability of Customer point of contact due to incorrect contact information or any other cause.

5. Chronic Service Outages

If Customer receives a credit in accordance with clause 2 of this SLA three times in a 30-day period, Kalaam will have a 15-day repair period after the third incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then Customer may terminate or disconnect the impacted circuit without incurring early termination fees. Customer must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

6. Installation Lead Time

6.1 The Installation Lead Time for the Service is defined as the period of time to successfully install the Service at Customer's site.

6.2 The Installation Lead Time will commence upon Kalaam's receipt and acknowledgement of a properly executed Agreement (including signed Subscription Form), along with any other documents requested by Kalaam at the time of ordering and will end when the Service is up and billable.

6.3 Credit Structure and Amounts: If Kalaam determines in its reasonable commercial judgment that there is an Installation Lead Time non-compliance, at Customer's request, Customer's invoice will be credited an amount equal to 50% of Kalaam's billed setup charges or non-recurring fees.

6.4 The Installation Lead Time does not include any period of time in which Customer's premises, equipment, or facilities required to install the service are unavailable.

7. Time to Repair

7.1 The Customer's TTR will be based on the Hard Outage time per router for each outage event. The TTR time starts when a trouble ticket is opened after a Hard Outage by Kalaam, and concludes with the restoration of Service.

7.2 Credit Structure and Amounts: The credit calculation is based on the repair times for Hard Outages within a calendar month. Customer will be credited according to the table below:

TTR		Credit Percentage
From [h:mm]	To [h:mm]	
0:00	3:59	0%
More than 4 hours		5%

7.3 The TTR guarantee does not apply to the repair of CPE that is not provided by Kalaam.

8. Response Time

8.1 Kalaam should response to any fault report done by the customer within the response time defined in Clause 2.

9. Fault Reporting and Handling Procedure

9.1 The Customer's contact person shall report any faults to Kalaam Telecom Service Centre by phone on 16100100 or email support@kalaam-telecom.com.

9.2 Fault reports shall contain the following information:

- Business name of the Customer, Customer code defined by Kalaam, the name and surname of Customer's contact person reporting the fault
- Contact phone numbers, at which the Kalaam Telecom Service Centre operator shall confirm the reception of the fault report, respond to the fault call, and inform about the clearance of potential faults
- Time of fault reporting, description of fault, its symptoms and any other information that can help to accelerate fault clearance
- Answers to any questions raised by Kalaam Telecom Service Centre operator if the Customer is able to provide such answers

9.3 The Customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to Kalaam in determining the cause of the fault condition.

9.4 When a fault originating within Kalaam's network is identified, the Customer will be provided with a fault ticket number. This fault ticket number is important and the Customer should make an independent record of it.

9.5 Kalaam Telecom Service Centre operator shall immediately inform the Customer's contact person about fault clearance once it is done.

9.6 Kalaam Telecom Service Centre operator shall send a report on fault termination to the Customer's contact person by email with the following information:

- Time fault reporting, time of response report/rejection report, time of fault clearance
- Confirmation of fault clearance

9.7 The Customer's contact person shall confirm fault clearance by phone or e-mail.

10. Credit Application Process

10.1 Any claims or complaints in respect of this Service Level Agreement should be raised in writing with Kalaam Telecom Service Centre.

10.2 Customer can request to have compliance checked for all of the SLA

parameters defined in Clause 2 when requesting credits in any given month. Requests for credit must be submitted in writing within 30 days of opening a fault ticket. The credit request must contain the following information:

- The date the outage occurred
- The time the outage began and ended
- Any account number, circuit ID or reference numbers associated with the affected Service

10.3 Kalaam's calculations will be used to determine if an SLA has been missed and a credit is due. Kalaam will credit the Customer's account within 30 days following Kalaam's confirmation of non-compliance with the SLA.

11. Credit Liability and Other Remedies

11.1 The Service credits detailed in this SLA shall be the sole and exclusive remedy (financial or otherwise) available to the Customer for failure to meet the applicable SLA parameters or any failure, act or omission in relation to this Service Level Agreement. Nothing in this Service Level Agreement shall limit liability for death or personal injury caused by negligence.

11.2 Service credits in any calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge for such given month, regardless of the number of faults reported and/or occurring in that period against an individual service subscription.

11.3 Credits are not cumulative month to month.

11.4 Kalaam may change the SLA from time to time effective upon written notice, which may be delivered in the invoice or by other reasonable means.

11.5 If Kalaam materially reduces the SLA's parameters or credits, Customer may terminate the Service without penalty by providing Kalaam written notice of termination within thirty (30) days of being informed of the change. Kalaam may avoid termination if, within 30 days of receipt of Customer's written notice, it agrees to amend the SLA to eliminate the applicability of the material reduction.

12. General Exclusions

12.1 This agreement only applies to faults found within Kalaam's network, including core and edge networking components and interlinks owned and operated by Kalaam. The SLA does not apply to any equipment connected to the circuit or Kalaam's network that is not managed by Kalaam, including routers, switches, PBX systems, telephone adapters, etc.

12.2 The following exclusions apply to all SLA parameters contained in this document:

- No credit will be due to the extent the SLA is not met because of any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control
- No credit will be due to the extent the SLA is not met because of a Force Majeure event, as defined in the Agreement
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Customer or entities under Customer's direction or control
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Kalaam within Kalaam's maintenance windows. Kalaam reserves the right to perform essential maintenance on its network that may affect service availability. Kalaam will make every effort to notify customers of such maintenance.
- No credit will be due to the extent the SLA is not met because of the amount of time delays due to Customer's response times
- No credit will be due to the extent the SLA is not met because proper power is not available to the CPE
- No credit will apply (and claims cannot be made) in respect of faults which are the result of misuse or interference with Kalaam supplied and managed equipment.

Appendix 4a: Service Level Agreement

This Service Level Agreement (hereinafter referred to as "SLA") outlines the performance parameters and quality of service to be provided by Kalaam to the Customer in relation to the **MPLS P2P** service. This SLA supplements the Standard Terms and Conditions of Kalaam Telecom (hereinafter referred to as "Terms and Conditions") and shall entitle the Customer to certain rights and remedies concerning the performance of the Kalaam's network. All Customer rights as described in this document are subject to conditions and exclusions as set forth in Clause **12** hereunder.

1. Definition of Terms

1.1 "SLA" is the agreed level of service to be provided (Service Level Agreement).

1.2 "Cover Time (CT)" is a period of time during which Kalaam is responsible for compliance with the SLA as stipulated herein within the monitored period. Cover time is expressed in minutes per month.

1.3 "Outage Time (OT)" is a period of time during which the service will not be available for justified reason as stated in Clause **3.1**, and it will not be calculated as unavailability time of the service. Outage Time is expressed in minutes per month.

1.4 "Unavailability Time (UT)" is a period of time during which the service will not be available for any unjustified reason and it will be calculated as unavailability time for the service. Unavailability time is expressed in minutes per month.

1.5 "Time to Repair", also referred to as "TTR", is the guaranteed time to resolve a Hard Outage trouble ticket from the time Kalaam Telecom Service Centre operator receives and acknowledges the receipt of Customer's fault report by phone or email.

1.6 "Response Time" is the guaranteed time to respond to a fault report calculated as a period between customer's contact person reporting of fault by phone or email to Kalaam Telecom Service Centre operator and the moment of Kalaam Telecom Service Centre operator response to the customer's contact person about accepting fault report and start working to fix the fault.

1.7 "Service Availability (SA)" is the guaranteed availability of the service expressed as a proportion of time during which the customer can use the service in the agreed extent and quality as defined in its technical conditions and Cover time (CT) within the monitored period. The SA final value is expressed as a percentage or in minutes per month.

1.8 "Kalaam Telecom Service Centre operator" is Kalaam Telecom contact person, and Kalaam Telecom Service Centre employee, for reporting of faults and their handling.

1.9 "Hard Outage" is total loss of Service.

1.10 Kalaam shall provide to the Customer the service (the "Service") which has been indicated on the Subscription Form. The Service is subject to these Terms & Conditions printed herewith, except where expressly stated otherwise.

1.11 Kalaam cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Kalaam's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that in some cases that they may not be able to receive the subscribed Service owing to certain technical restrictions that may arise, although Kalaam shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances, to a minimum.

2. SLA Parameters

The Customer and Kalaam hereby agree on the following SLA parameters and values:

Parameter	Guaranteed Value	
Service Availability	As per Clause 3	
Outage Notification Time	Scheduled	3 Calendar Days
	Emergency	4 Hours
Installation Lead Time	Wired	Wireless
	6 Weeks	4 Weeks
Time to Repair	6 Hours	
Response Time	1 Hour	

3. Service Availability

Kalaam guarantees that the Service will be available as mentioned in Clause **2**, as calculated on a calendar month basis, and will be based on the following installation option:

- Single circuit, single router – measures availability for sites that have no backup circuit.

3.1 The Outage Time (OT) is expressed in minutes per month and could happen for any of the following reason:

f) Interruptions due to scheduled maintenance activities, while scheduled maintenance activities shall mean scheduled planned interruptions in the service provision or scheduled maintenance activities and preventive measures that may lead to interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date, and time to start and end the scheduled maintenance activities.

g) Interruptions due to emergency maintenance activities, while emergency maintenance activities shall include unscheduled operation that cause interruptions in the service provision or other emergency maintenance activities that may lead to operation interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date and time to start and end the unscheduled activities.

h) Temporary interruptions in the service provision on request of the Customer, or any interruptions caused by the Customer like improper use of Kalaam's equipment on Customer's premises, or power outages in Customer's location, or fault on Customer's internal wiring, or any failure in cooperation with Kalaam during any fault clearance.

i) Temporary interruptions in the service provision due to any modification on the service on request of the Customer,

j) Interruptions due to unforeseeable and unavoidable circumstances (force majeure), such circumstances shall be especially: natural disasters, fires, epidemics, accidents, unforeseeable and unusual power outages, administrative restrictions and other acts of local bodies of the state administration, the government or other relevant authorities, states of national defensive alert, civil unrest, sabotage, and strikes as well as other instances of distinct severity.

3.2 The Unavailability Time (UT) expressed in minutes per month and is the service outage time under Kalaam's responsibility caused for any reason not included in Clause **2** and **0**.

3.3 Service Availability (SA) shall be calculated in line with the following formula:

$$SA [\%] = \left(\frac{CT - OT - UT}{CT - OT} \right) \cdot 100\%$$

3.4 The following tables set out the Credits to which the Customer will be entitled in the event of breach of the Service Availability set out in Clause **2** above.

Availability Credit Table - Single Circuit, Single Router

Availability		Credit Percentage
From	To	
< 100%	99.70%	0%
99.69%	99.50%	5%
99.49%	99.00%	10%
98.99%	98.00%	15%
97.99%	97.00%	20%
96.99%	96.00%	25%
95.99%	90.00%	30%
Less than 90.00%		100%

4. Outage Notification Time

4.1 Kalaam is committed to provide the Customer with service outage notification as mentioned in Clause **2** above service outage could be caused by any emergency maintenance activities or scheduled maintenance activities for Kalaam's network or systems.

4.2 In the event that Kalaam completely fails to notify the Customer about the outage time for scheduled and emergency maintenance activities before it happens, the outage time will be considered as Unavailability Time (UT). In the event that Kalaam fails to notify the Customer about the outage time for scheduled and emergency maintenance activities in accordance with Clause **2**, Customer will be entitled to receive a credit equal to 5% of the MRC for each site that was impacted during a Hard Outage that was not properly notified. Customer may obtain no more than one credit per day, irrespective of how often in that day Kalaam failed to meet the Outage Notification Time guarantee.

4.3 Customer notification calculations will not include time related to (i) catastrophic or major events such as fiber cuts or network switch outages that affect multiple customers and (ii) unavailability of Customer point of contact due to incorrect contact information or any other cause.

5. Chronic Service Outages

If Customer receives a credit in accordance with clause 2 of this SLA three times in a 30-day period, Kalaam will have a 15-day repair period after the third

incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then Customer may terminate or disconnect the impacted circuit without incurring early termination fees. Customer must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

6. Installation Lead Time

6.1 The Installation Lead Time for the Service is defined as the period of time to successfully install the Service at Customer's site.

6.2 The Installation Lead Time will commence upon Kalaam's receipt and acknowledgement of a properly executed Agreement (including signed Subscription Form), along with any other documents requested by Kalaam at the time of ordering and will end when the Service is up and billable.

6.3 Credit Structure and Amounts: If Kalaam determines in its reasonable commercial judgment that there is an Installation Lead Time non-compliance, at Customer's request, Customer's invoice will be credited an amount equal to 50% of Kalaam's billed setup charges or non-recurring fees.

6.4 The Installation Lead Time does not include any period of time in which Customer's premises, equipment, or facilities required to install the service are unavailable.

6.5

7. Time to Repair

7.1 The Customer's TTR will be based on the Hard Outage time per router for each outage event. The TTR time starts when a trouble ticket is opened after a Hard Outage by Kalaam, and concludes with the restoration of Service.

7.2 Credit Structure and Amounts: The credit calculation is based on the repair times for Hard Outages within a calendar month. Customer will be credited according to the table below:

TTR		Credit Percentage
From [h:mm]	To [h:mm]	
0:00	3:59	0%
More than 4 hours		5%

7.3 The TTR guarantee does not apply to the repair of CPE that is not provided by Kalaam.

8. Response Time

8.1 Kalaam should respond to any fault report done by the customer within the response time defined in Clause 2.

9. Fault Reporting and Handling Procedure

9.1 The Customer's contact person shall report any faults to Kalaam Telecom Service Centre by phone on 16100100 or email support@kalaam-telecom.com.

9.2 Fault reports shall contain the following information:

- Business name of the Customer, Customer code defined by Kalaam, the name and surname of Customer's contact person reporting the fault
- Contact phone numbers, at which the Kalaam Telecom Service Centre operator shall confirm the reception of the fault report, respond to the fault call, and inform about the clearance of potential faults
- Time of fault reporting, description of fault, its symptoms and any other information that can help to accelerate fault clearance
- Answers to any questions raised by Kalaam Telecom Service Centre operator if the Customer is able to provide such answers

9.3 The Customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to Kalaam in determining the cause of the fault condition.

9.4 When a fault originating within Kalaam's network is identified, the Customer will be provided with a fault ticket number. This fault ticket number is important and the Customer should make an independent record of it.

9.5 Kalaam Telecom Service Centre operator shall immediately inform the Customer's contact person about fault clearance once it is done.

9.6 Kalaam Telecom Service Centre operator shall send a report on fault termination to the Customer's contact person by email with the following information:

- Time fault reporting, time of response report/rejection report, time of fault clearance
- Confirmation of fault clearance

9.7 The Customer's contact person shall confirm fault clearance by phone or e-mail.

10. Credit Application Process

10.1 Any claims or complaints in respect of this Service Level Agreement should be raised in writing with Kalaam Telecom Service Centre.

10.2 Customer can request to have compliance checked for all of the SLA parameters defined in Clause 2 when requesting credits in any given month. Requests for credit must be submitted in writing within 30 days of opening a fault ticket. The credit request must contain the following information:

- The date the outage occurred
- The time the outage began and ended
- Any account number, circuit ID or reference numbers associated with the affected Service

10.3 Kalaam's calculations will be used to determine if an SLA has been missed and a credit is due. Kalaam will credit the Customer's account within 30 days following Kalaam's confirmation of non-compliance with the SLA.

11. Credit Liability and Other Remedies

11.1 The Service credits detailed in this SLA shall be the sole and exclusive remedy (financial or otherwise) available to the Customer for failure to meet the applicable SLA parameters or any failure, act or omission in relation to this Service Level Agreement. Nothing in this Service Level Agreement shall limit liability for death or personal injury caused by negligence.

11.2 Service credits in any calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge for such given month, regardless of the number of faults reported and/or occurring in that period against an individual service subscription.

11.3 Credits are not cumulative month to month.

11.4 Kalaam may change the SLA from time to time effective upon written notice, which may be delivered in the invoice or by other reasonable means.

11.5 If Kalaam materially reduces the SLA's parameters or credits, Customer may terminate the Service without penalty by providing Kalaam written notice of termination within thirty (30) days of being informed of the change. Kalaam may avoid termination if, within 30 days of receipt of Customer's written notice, it agrees to amend the SLA to eliminate the applicability of the material reduction.

12. General Exclusions

12.1 This agreement only applies to faults found within Kalaam's network, including core and edge networking components and interlinks owned and operated by Kalaam. The SLA does not apply to any equipment connected to the circuit or Kalaam's network that is not managed by Kalaam, including routers, switches, PBX systems, telephone adapters, etc.

12.2 The following exclusions apply to all SLA parameters contained in this document:

- No credit will be due to the extent the SLA is not met because of any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control
- No credit will be due to the extent the SLA is not met because of a Force Majeure event, as defined in the Agreement
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Customer or entities under Customer's direction or control
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Kalaam within Kalaam's maintenance windows. Kalaam reserves the right to perform essential maintenance on its network that may affect service availability. Kalaam will make every effort to notify customers of such maintenance.
- No credit will be due to the extent the SLA is not met because of the amount of time delays due to Customer's response times
- No credit will be due to the extent the SLA is not met because proper power is not available to the CPE
- No credit will apply (and claims cannot be made) in respect of faults which are the result of misuse or interference with Kalaam supplied and managed equipment.

Appendix 4b: Service Level Agreement

performance parameters and quality of service to be provided by Kalaam to the Customer in relation to the **Global MPLS** service. This SLA supplements the Standard Terms and Conditions of Kalaam Telecom (hereinafter referred to as "Terms and Conditions") and shall entitle the Customer to certain rights and remedies concerning the performance of the Kalaam's network. All Customer rights as described in this document are subject to conditions and exclusions as set forth in Clause **12** hereunder.

1. Definition of Terms

1.1 "SLA" is the agreed level of service to be provided (Service Level Agreement).

1.2 "Cover Time (CT)" is a period of time during which Kalaam is responsible for compliance with the SLA as stipulated herein within the monitored period. Cover time is expressed in minutes per month.

1.3 "Outage Time (OT)" is a period of time during which the service will not be available for justified reason as stated in Clause **3.1**, and it will not be calculated as unavailability time of the service. Outage Time is expressed in minutes per month.

1.4 "Unavailability Time (UT)" is a period of time during which the service will not be available for any unjustified reason and it will be calculated as unavailability time for the service. Unavailability time is expressed in minutes per month.

1.5 "Time to Repair", also referred to as "TTR", is the guaranteed time to resolve a Hard Outage trouble ticket from the time Kalaam Telecom Service Centre operator receives and acknowledges the receipt of Customer's fault report by phone or email.

1.6 "Response Time" is the guaranteed time to respond to a fault report calculated as a period between customer's contact person reporting of fault by phone or email to Kalaam Telecom Service Centre operator and the moment of Kalaam Telecom Service Centre operator response to the customer's contact person about accepting fault report and start working to fix the fault.

1.7 "Service Availability (SA)" is the guaranteed availability of the service expressed as a proportion of time during which the customer can use the service in the agreed extent and quality as defined in its technical conditions and Cover time (CT) within the monitored period. The SA final value is expressed as a percentage or in minutes per month.

1.8 "Kalaam Telecom Service Centre operator" is Kalaam Telecom contact person, and Kalaam Telecom Service Centre employee, for reporting of faults and their handling.

1.9 "Hard Outage" is total loss of Service.

1.10 Kalaam shall provide to the Customer the service (the "Service") which has been indicated on the Subscription Form. The Service is subject to these Terms & Conditions printed herewith, except where expressly stated otherwise.

1.11 Kalaam cannot guarantee that the Service provided will be free from faults and interruptions which arise from factors which are outside of Kalaam's control, whether as a result of network performance, third party interference or otherwise. The Customer accepts that in some cases that they may not be able to receive the subscribed Service owing to certain technical restrictions that may arise, although Kalaam shall use reasonable endeavours to keep any disruption to the provision of the Services in such circumstances, to a minimum.

2. SLA Parameters

The Customer and Kalaam hereby agree on the following SLA parameters and values:

Parameter	Guaranteed Value	
Service Availability	As per Clause 0	
Outage Notification Time	Scheduled	3 Calendar Days
	Emergency	4 Hours
Installation Lead Time	Wired	Wireless
	4-6 Weeks	4-6 Weeks
Time to Repair	4 Hours	
Response Time	30 Minutes	

3. Service Availability

Kalaam guarantees that the Service will be available as mentioned in Clause **2**, as calculated on a calendar month basis, and will be based on the following installation option:

- Single circuit, single router – measures availability for sites that have no backup circuit.

3.1 The Outage Time (OT) is expressed in minutes per month and could happen for any of the following reason:

k) Interruptions due to scheduled maintenance activities, while scheduled maintenance activities shall mean scheduled planned interruptions in the service provision or scheduled maintenance activities and preventive measures that may lead to interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date, and time to start and end the scheduled maintenance activities.

l) Interruptions due to emergency maintenance activities, while emergency maintenance activities shall include unscheduled operation that cause interruptions in the service provision or other emergency maintenance activities that may lead to operation interruptions in the service provision on the part of Kalaam, Kalaam should inform the Customer with the reasons, date and time to start and end the unscheduled activities.

m) Temporary interruptions in the service provision on request of the Customer, or any interruptions caused by the Customer like improper use of Kalaam's equipment on Customer's premises, or power outages in Customer's location, or fault on Customer's internal wiring, or any failure in cooperation with Kalaam during any fault clearance.

n) Temporary interruptions in the service provision due to any modification on the service on request of the Customer,

o) Interruptions due to unforeseeable and unavoidable circumstances (force majeure), such circumstances shall be especially: natural disasters, fires, epidemics, accidents, unforeseeable and unusual power outages, administrative restrictions and other acts of local bodies of the state administration, the government or other relevant authorities, states of national defensive alert, civil unrest, sabotage, and strikes as well as other instances of distinct severity.

3.2 The Unavailability Time (UT) expressed in minutes per month and is the service outage time under Kalaam's responsibility caused for any reason not included in Clause **2** and **0**.

3.3 Service Availability (SA) shall be calculated in line with the following formula:

$$SA [\%] = \left(\frac{CT - OT - UT}{CT - OT} \right) \cdot 100\%$$

3.4 The following tables set out the Credits to which the Customer will be entitled in the event of breach of the Service Availability set out in Clause **2** above.

Availability Credit Table - Single Circuit, Single Router

Availability		Credit Percentage
From	To	
< 100%	99.70%	0%
99.69%	99.50%	5%
99.49%	99.00%	10%
98.99%	98.00%	15%
97.99%	97.00%	20%
96.99%	96.00%	25%
95.99%	90.00%	30%
Less than 90.00%		100%

4. Outage Notification Time

4.1 Kalaam is committed to provide the Customer with service outage notification as mentioned in Clause **2** above service outage could be caused by any emergency maintenance activities or scheduled maintenance activities for Kalaam's network or systems.

4.2 In the event that Kalaam completely fails to notify the Customer about the outage time for scheduled and emergency maintenance activities before it happens, the outage time will be considered as Unavailability Time (UT). In the event that Kalaam fails to notify the Customer about the outage time for scheduled and emergency maintenance activities in accordance with Clause **2**, Customer will be entitled to receive a credit equal to 5% of the MRC for each site that was impacted during a Hard Outage that was not properly notified. Customer may obtain no more than one credit per day, irrespective of how often in that day Kalaam failed to meet the Outage Notification Time guarantee.

4.3 Customer notification calculations will not include time related to (i) catastrophic or major events such as fiber cuts or network switch outages that affect multiple customers and (ii) unavailability of Customer point of contact

due to incorrect contact information or any other cause.

5. Chronic Service Outages

If Customer receives a credit in accordance with clause 2 of this SLA three times in a 30-day period, Kalaam will have a 15-day repair period after the third incident to remedy the chronic problem. If there are any additional failures within a 15-day observation period after the 15-day repair period then Customer may terminate or disconnect the impacted circuit without incurring early termination fees. Customer must file a claim for early termination in writing within 14 calendar days after the failure in the 15-day observation period.

6. Installation Lead Time

6.1 The Installation Lead Time for the Service is defined as the period of time to successfully install the Service at Customer's site.

6.2 The Installation Lead Time will commence upon Kalaam's receipt and acknowledgement of a properly executed Agreement (including signed Subscription Form), along with any other documents requested by Kalaam at the time of ordering and will end when the Service is up and billable.

6.3 Credit Structure and Amounts: If Kalaam determines in its reasonable commercial judgment that there is an Installation Lead Time non-compliance, at Customer's request, Customer's invoice will be credited an amount equal to 50% of Kalaam's billed setup charges or non-recurring fees.

6.4 The Installation Lead Time does not include any period of time in which Customer's premises, equipment, or facilities required to install the service are unavailable.

7. Time to Repair

7.1 The Customer's TTR will be based on the Hard Outage time per router for each outage event. The TTR time starts when a trouble ticket is opened after a Hard Outage by Kalaam, and concludes with the restoration of Service.

7.2 Credit Structure and Amounts: The credit calculation is based on the repair times for Hard Outages within a calendar month. Customer will be credited according to the table below:

TTR		Credit Percentage
From [h:mm]	To [h:mm]	
0:00	3:59	0%
More than 4 hours		5%

7.3 The TTR guarantee does not apply to the repair of CPE that is not provided by Kalaam.

8. Response Time

8.1 Kalaam should response to any fault report done by the customer within the response time defined in Clause 2.

9. Fault Reporting and Handling Procedure

9.1 The Customer's contact person shall report any faults to Kalaam Telecom Service Centre by phone on 16100100 or email support@kalaam-telecom.com.

9.2 Fault reports shall contain the following information:

- Business name of the Customer, Customer code defined by Kalaam, the name and surname of Customer's contact person reporting the fault
- Contact phone numbers, at which the Kalaam Telecom Service Centre operator shall confirm the reception of the fault report, respond to the fault call, and inform about the clearance of potential faults
- Time of fault reporting, description of fault, its symptoms and any other information that can help to accelerate fault clearance
- Answers to any questions raised by Kalaam Telecom Service Centre operator if the Customer is able to provide such answers

9.3 The Customer must be ready to supply all necessary data to evidence the presence of a fault and shall provide all reasonable assistance to Kalaam in determining the cause of the fault condition.

9.4 When a fault originating within Kalaam's network is identified, the Customer will be provided with a fault ticket number. This fault ticket number is important and the Customer should make an independent record of it.

9.5 Kalaam Telecom Service Centre operator shall immediately inform the Customer's contact person about fault clearance once it is done.

9.6 Kalaam Telecom Service Centre operator shall send a report on fault termination to the Customer's contact person by email with the following information:

- Time fault reporting, time of response report/rejection report, time of fault clearance
- Confirmation of fault clearance

9.7 The Customer's contact person shall confirm fault clearance by phone or e-mail.

10. Credit Application Process

10.1 Any claims or complaints in respect of this Service Level Agreement should be raised in writing with Kalaam Telecom Service Centre.

10.2 Customer can request to have compliance checked for all of the SLA

parameters defined in Clause 2 when requesting credits in any given month. Requests for credit must be submitted in writing within 30 days of opening a fault ticket. The credit request must contain the following information:

- The date the outage occurred
- The time the outage began and ended
- Any account number, circuit ID or reference numbers associated with the affected Service

10.3 Kalaam's calculations will be used to determine if an SLA has been missed and a credit is due. Kalaam will credit the Customer's account within 30 days following Kalaam's confirmation of non-compliance with the SLA.

11. Credit Liability and Other Remedies

11.1 The Service credits detailed in this SLA shall be the sole and exclusive remedy (financial or otherwise) available to the Customer for failure to meet the applicable SLA parameters or any failure, act or omission in relation to this Service Level Agreement. Nothing in this Service Level Agreement shall limit liability for death or personal injury caused by negligence.

11.2 Service credits in any calendar month in which a fault occurs shall not in any circumstances exceed the total monthly service charge for such given month, regardless of the number of faults reported and/or occurring in that period against an individual service subscription.

11.3 Credits are not cumulative month to month.

11.4 Kalaam may change the SLA from time to time effective upon written notice, which may be delivered in the invoice or by other reasonable means.

11.5 If Kalaam materially reduces the SLA's parameters or credits, Customer may terminate the Service without penalty by providing Kalaam written notice of termination within thirty (30) days of being informed of the change. Kalaam may avoid termination if, within 30 days of receipt of Customer's written notice, it agrees to amend the SLA to eliminate the applicability of the material reduction.

12. General Exclusions

12.1 This agreement only applies to faults found within Kalaam's network, including core and edge networking components and interlinks owned and operated by Kalaam. The SLA does not apply to any equipment connected to the circuit or Kalaam's network that is not managed by Kalaam, including routers, switches, PBX systems, telephone adapters, etc.

12.2 The following exclusions apply to all SLA parameters contained in this document:

- No credit will be due to the extent the SLA is not met because of any act or omission on the part of the Customer, its contractors or vendors, or any other entity over which the Customer exercises control or has the right to exercise control
- No credit will be due to the extent the SLA is not met because of a Force Majeure event, as defined in the Agreement
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Customer or entities under Customer's direction or control
- No credit will be due to the extent the SLA is not met because of scheduled maintenance by Kalaam within Kalaam's maintenance windows. Kalaam reserves the right to perform essential maintenance on its network that may affect service availability. Kalaam will make every effort to notify customers of such maintenance.
- No credit will be due to the extent the SLA is not met because of the amount of time delays due to Customer's response times
- No credit will be due to the extent the SLA is not met because proper power is not available to the CPE
- No credit will apply (and claims cannot be made) in respect of faults which are the result of misuse or interference with Kalaam supplied and managed equipment.

Appendix 5: Service Level Agreement

As part of the offer being submitted, we are including the implementation of a fully functional support framework. This allows you to leverage the extensive experience KALAAM has in this area while gaining assurance that the support services in place will meet your requirements. Our Service Level Management ensures that the service targets are achieved. KALAAM offers the following SLA (detailed in below table) that will be monitored and reviewed regularly.

Priority	P1	P2	P3
Criticality	Critical Incident	Medium Priority Incident	Low Priority Maintenance /Change Request
Description	Server down or not reachable . Incident affecting all activities and all users	Server is up/active but incident affecting few users or slow response	Request for guidance, information, technical advice or assistance and change requests
Response Time	30 mins	1 hour	3 hours
Resolution time	1.5 hour	6 hours	1 Business Day
Escalation	2 hours	1 Business Day	2 Business Days
Service Coverage	The operating and support hours shall be 24x7		