



SERVICE AND MAINTENANCE AGREEMENT

SERVICE AND MAINTENANCE AGREEMENT
BETWEEN
WORLD TELECOM LABS
AND

DATE

TABLE OF CONTENTS

- 1. THE PARTIES**
- 2. SMA PURPOSE**
- 3. VALIDITY**
- 4. DEFINITIONS**
- 5. MAINTENANCE SERVICE**
 - 5.1. REQUEST CATEGORIES:
 - 5.2. RESPONSIBILITIES:
 - 5.3. SUPPORT HOURS
 - 5.4. HELP DESK
 - 5.5. RESTORATION TIMES
 - 5.6. SERVICE RESTORATION
 - 5.7. ESCALATION PROCEDURE
 - 5.8. SOFTWARE UPGRADES
 - 5.9. ENHANCEMENT REQUESTS
 - 5.10. SPARES
 - 5.11. PRIORITIES
 - 5.12. REPLACEMENT PARTS
 - 5.13. REPORTING
 - 5.14. INSTALLATION
 - 5.15. PLANNED WORKS
 - 5.16. EXCLUSIONS
 - 5.17. AGREEMENT OF SERVICE
- 6. THE CUSTOMER'S RESPONSIBILITY**
- 7. CONDITIONS**
- 8. CUSTOMER'S TECHNICAL CONTACT(S)**
- 9. CUSTOMER'S INDEMNITY**
- 10. LIMITATION OF LIABILITY**
- 11. HARDWARE MAINTENANCE WARRANTY**
- 12. TERMINATION**
- 13. ASSIGNMENT**
- 14. INTELLECTUAL PROPERTY**
- 15. LAW APPLICABLE**
- 16. WAIVER**
- 17. AGREEMENT**
- 18. SIGNATURES**
- 19. ANNEX 1 "SUPPORT LEVELS"**
 - FIRST LEVEL MAINTENANCE
 - SUPPORT LEVEL 2
 - SUPPORT LEVEL 3
- 20. ANNEX 2 "CUSTOMER'S RESPONSIBILITIES"**
- 21. ANNEX 3 "AGREEMENT FEES"**
- 22. ANNEX 4 "CUSTOMER'S TECHNICAL CONTACTS"**
- 23. ANNEX 5 "RECOMMENDED SPARES HOLDINGS"**
- 24. ANNEX 6 "RESPONSE TIMES"**

SERVICE AND MAINTENANCE AGREEMENT

1. THE PARTIES

“The Company” **World Telecom Labs NV**
a company registered under Belgian Law, whose registered office is at
Diegemstraat 42, 1930 Zaventem, Belgium.

“The Customer” **0**
a company with registered office is at

Whereas The Company is a manufacturer and supplier of telecommunications products and the Customer has purchased the Company’s equipment for use in the course of its business.

The Parties hereby agree that the Company will provide maintenance services to the Customer with the following conditions and payment charges as defined in this document.

2. SMA PURPOSE

The purpose of this Agreement is to define the service provided by the Company and to establish the responsibilities between the Customer and the Company for the support of the Company’s equipment as used by the Customer.

3. VALIDITY

Effective date: 0

This contract is valid from the Effective Date specified above until terminated as defined in section 12.

4. DEFINITIONS

“**Effective Date**” means the date from which this contract becomes effective once both Parties have signed the contract.

“**Customer’s premises**” means the Customer’s premises at customer’s registered address as defined above (or such other premises as the Company may agree).

“**Hardware**” consists of the Company’s entire computer Hardware used by the Customer. The Hardware includes one or many “Switches”. In this context a “Switch” is the smallest combination of hardware that runs as a standalone unit.

“**Software**” consists of all the Company’s switch software comprised in the Hardware.

“**Equipment**” consists of all the Company’s products (including Hardware and Software) in use by the Customer.

“**Help Desk**” means the Company’s help desk, assistance contact number and the associated systems used to manage and prioritise the Customer’s Requests.

“**Support**” means the efforts made by the Company in assisting the efforts made by the client’s engineer in solving a Request. Support includes both Support Level 2 and Support Level 3 as defined in Annex 1.

“**Maintenance**” means the efforts made by the Company to remedy any faults identified in the hardware.

“**Request**” means any request for assistance by the Customer made to the Company for resolving any issue, whether related to problems with Equipment or not.

“**Maintenance Fees**” means the fees payable for the Maintenance Service hereunder.

“**Maintenance Period**” means the period for which this Agreement is in force, from the Effective Date.

“**Support and Maintenance Service**” means the service to be provided by the Company in terms of this Agreement.

“**Configuration request**” request by the Customer for a change to the set up of the WTL equipment (including but not limited to provisioning of new customer details, adding new carriers, setting VoIP links).

“**Service Affecting**” describes a fault that has an effect on the Customer’s ability to provide service to its clients because a part or all of the Equipment has ceased working. This includes, but is not limited to, a Switch, a module or a line not working.

“**Non-Service Affecting**” describes a fault other than a Service Affecting fault or as mutually agreed between the Parties. If no agreement can be reached between the Parties then the Request will be defined as Non-Service Affecting.

“**Response Time**” means the time interval between The Customer’s call being logged and acknowledged as per receipt by the Customer of an Acknowledgment E mail from the company’s helpdesk and a Company engineer starting to work on the Customer’s Request.

“**Elapsed Time**” is defined as the time that has elapsed since an (Company) engineer started work on a Customer Problem.

“**Customer’s Technical Contact**” is the person or persons in charge of the customer’s network and whom the Customer authorizes to interact with the Company in order to request changes and modifications to its network.

“**Enhancement Requests**” means formal requests made by the Customer for the Company to provide functional extensions to the software platform.

5. MAINTENANCE SERVICE

The Company shall from the Effective Date provide at the Company's premises where appropriate in respect of the Equipment, the Maintenance Service set out hereunder, subject to the conditions attached thereto.

5.1. REQUEST CATEGORIES

The Company requires that one of the Customer's Technical Contacts only will notify the company of a Request and they must identify the nature of the Request as either Service Affecting or Non Service Affecting. Based upon this information the Company will assign a Request Number and a priority to the Customer's request as defined in 5.12 below.

5.2. RESPONSIBILITIES

Annex 2 defines those tasks that are the responsibility of the Customer with respect to the analysing and reporting of Requests and for which the Company provides Support Level 2 and Support Level 3 as defined in Annex 1.

The Company will provide the Customer with Operational Guidelines / Operating Procedures so that the Customer can conduct Level 1 support.

The company will only provide Maintenance Services for those items of Equipment for which the relevant charges have been paid. If Maintenance Services are requested on Equipment for which no charge has been paid, the Request will be refused.

5.3. SUPPORT HOURS

The Company provides support cover up to 24 hours/day, 7 days/week, 365 days/year. The Company's services are divided as follows:

- a) "Office Hours" Monday – Friday from 09:00 to 17:30 (GMT +01:00), excluding all Bank and other Belgian national holidays.
- b) "Out of Hours" Any other time, including Bank and other Belgian national holidays.

During Out of Hours the Company will only provide support for Requests that are Service Affecting and deemed to be emergencies as described in "5.12 Priorities" below.

5.4. HELP DESK

The Company will provide Support to assist the Customer in diagnosing and resolving Requests through the Company's Help Desk. This includes various services:

- a) Communication -The Customer may notify a Request via e mail to support@wtl.be during support hours or to the direct support telephone number +(32) – 272 272 40. If this main oncall number does not connect to an oncall engineer, the Customer will call to Mobile Number +(32) – (0)473 560 090. This mobile number will be available 7/24. If there are difficulties reaching this number, the Customer may contact his account manager or operations director to escalate.

 -a unique Request Number is allocated to each Request to allow The Parties to simply communicate regarding The status of The Request

 -The Company will acknowledge within 30 minutes during Office Hours via an Acknowledgement E mail the receipt of the Request with the date and time, Request Number, nature of Request and priority

 -The Company will provide an e-mail update on the status of a Request upon receiving a request from the Customer

 -The Company will confirm via e-mail The resolution of a Request by sending The Customer a closed Request Number. The notification includes a description of The solution

- b) Priorities -The Company will work on Requests based strictly on priorities; all Requests will get The relevant follow up.

 -The Company will ensure that all tasks will be addressed by engineers with the right level of knowledge based on the complexity of the Request.

- c) Escalation -The Company's Help Desk system includes an automated notification to management when a service affecting ticket is opened. In event that Customer requires escalation, he may contact his account manager directly.

- d) Reports - Detailed reports are available on request that can be used by both parties to improve the performance of the Customer's Equipment

5.5. RESTORATION TIMES

The Company will provide the Support and Maintenance Service within the Restoration Times set out below (a week is defined as a 5 day work week-M-F):

Priority	Meaning	Initial Diagnosis	Service Restoration	Fix
A	This priority will be assigned for Service Affecting situations where the Customer's ability to provide services is completely disabled for example in a "switch down" situation. Fix times will depend on whether the initial diagnosis indicates a Hardware or Software fault.			
A	Hardware	2 hours	5 hours	1 day (if replacement required: only for spares held by customer and that can be replaced by qualified technicians.
A	Software	2 hours	5 hours	1 week
B	This priority will be assigned for Service Affecting situations that affect but do not completely inhibit the customer's ability to provide service. Such as for example a "trunk down" situation. Fix times will depend on whether the initial diagnosis indicates a Hardware or Software fault.			
B	Hardware	2 hours	8 hours	2 working days (if replacement required: only for spares held by customer and that can be replaced by qualified technicians.
B	Software	2 hours	8 hours	2 weeks
C	This priority is used where an A or B priority Request results in some planned work. The time defaults to 2 weeks and is assigned to Requests made by the Customer to upgrade, install, modify, or any other activity that is Non Service Affecting and is planned by mutual agreement by the Parties. Fix times will depend on whether the initial diagnosis indicates a Hardware or Software fault.			
C	Hardware	1 working day	NA	2 weeks
C	Software	1 working day	NA	4 weeks
D	Provisioning or Configuration Request	1 working day (to schedule) for predefined interconnections only.	NA	2 weeks (1 week for predefined interconnections)
E	This priority will be assigned to those tasks that are deemed preventive measures.			

Restoration and Fix times above are only applicable for faults that are under WTL control (power or carrier failures, for example, are excluded).

Service restoration in the Priority A category may mean a workaround that results in temporary loss of capacity or feature (in other words turning a Priority A incident into a Priority B).

5.6. SERVICE RESTORATION

The company will return the system to a working state following a reported incident. However, restoration of all customer specific data and settings may be dependent on the customer having adequate backups.

5.7. ESCALATION PROCEDURE

The Company operates an escalation procedure to assign priorities to Requests based on (a) the time elapsed since the issuing of an Acknowledgement E mail to the Customer and (b) the severity or nature of the Request. This is designed into the Helpdesk system and is outlined below:

Request Status	Allocated to Engineering Team	Escalated to Engineering Team	Escalated to Customer Services	Escalated to Managing Director
Service Affecting	Immediate	2 hours	4 hours	1 Working day
Non Service Affecting	Immediate	1 Working day	2 Working days	3 working days
Configuration request	Immediate	2 Working days	5 Working days	10 Working days

The Parties recognize that depending on the nature of the Request, for example, a planned installation, the times specified in the table above may not apply. It will be by mutual agreement of the Parties to decide whether to proceed through the escalation procedure.

5.8. SOFTWARE UPDATES

The Company will provide software upgrades to the Customer as agreed. Each such software upgrade will be published in accordance with internal Company guidelines and will be made available to the Customer through the Company's software release procedures. The Company requires 2 weeks notice of an agreed date of upgrade as defined in Annex 2 Customer's Responsibilities "Communications". The Company also requires full on-site support by at least one of the Customer's Technical Contacts during an upgrade.

5.9. ENHANCEMENT REQUESTS

The customer can make formal requests for functional enhancements to be made to the software platform. The company agrees to reply to each of these requests within 14 days. The company is not obligated to deliver all or any enhancements requested by the customer. Where the company agrees to provide an enhancement, the response will indicate the duration, expected delivery and the price of that enhancement.

5.10. SPARES

The Company's suppliers hold stock of all components. In the event of a replacement part being needed by the Customer, such parts are shipped from the factory. The Company recommends that the Customer hold appropriate spares on-site in order to provide timely replacement of faulty Hardware. The list of appropriate spares is defined in Annex 5.

5.11. PRIORITIES

The Company will assign priorities to Requests notified to it by the Customer. It is mandatory that the Customer provides accurate information regarding the nature of the Request to ensure that the Company is able to address the Request appropriately. Each Request reported will be given a priority, in agreement with the Customer and each Request being dealt with by the Company will be resolved strictly according to the priority assigned.

5.12. REPLACEMENT PARTS

Any replacement part shall be equivalent in performance to the replaced part and shall be supplied upon an exchange basis whereby the parts replaced and the replacement parts become the property of the Company and the Customer respectively.

5.13. REPORTING

On a monthly basis the Company will make available a report from the Company's online helpdesk to include the following information:

- Number of minutes processed on a daily basis by the switch
- Number of tickets raised by category along with resolution

5.14. INSTALLATION

Remote support of installation activities is covered within this contract. On site installation support is available as a chargeable item as per Annex 3.

5.15. PLANNED WORKS

The SMA includes the provision of support to planned works by the customer in order to effect capacity or interconnect changes. The Customer will provide a definition of their standard interconnects for their customers that will be used as reference for provisioning.

5.16. EXCLUSIONS

This contract does not provide for the following activities:

- NOC functions
 - o Continuous Switch Monitoring
 - o Switch reporting
 - o Customer Help Desk
- On site installation
- Project management services
- Chargeable enhancement requests
- Training
- Out of warranty hardware replacement
- Input and management of rates
- Billing and Management
- Symphony
- Other functions listed within customer responsibilities in Annex 2

5.17. AGREEMENT OF SERVICE

The Company's responsibility is to provide the Maintenance Service as provided for in this Agreement. Any additional services that the Company agrees to provide to the Customer will be the subject of a separate agreement. In addition the Company will have no liability to reimburse the Customer or otherwise compensate the Customer if the Customer performs or obtains from any third party maintenance, support or repair services that the Company is able and bound to provide under the Agreement.

6. THE CUSTOMER'S RESPONSIBILITY

In addition to other obligations in this Agreement:

- 6.1. Pay the annual service charge set out in Annex 3 (plus VAT if applicable) (or such other level of service charge as the Company may from time to time notify in writing to the Customer). The charge will be paid quarterly in advance in accordance with the World Telecom Labs Standard Terms and Conditions of Sale in operation from time to time
- 6.2. Perform the activities specified in Annex 2 and thus exhaust all Support Level 1 efforts, conduct diagnoses and corrective actions for the Equipment before notifying a Request to the Help Desk.
- 6.3. Provide the Company with the on-site support needed in order to resolve all Requests in the shortest possible time.
- 6.4. Use reasonable endeavours to ensure that whenever a Request is being attended to by the Company a fully knowledgeable Customer Technical Contact is on site or on standby to support the Company's engineers in performing it's responsibilities.
- 6.5. Ensure that its engineers are trained fully in the use of the Equipment, and, if necessary to achieve this, will send engineer(s) on relevant training courses recommended by the Company.
- 6.6. Upgrade the Software whenever requested to do so by the Company but not more often than 4 times per year (unless agreed in writing by the Company and the Customer) and to inform the Company's Help Desk when each such upgrade has been performed. These upgrades will be performed within 1 month of receipt of new Software with agreement from the Customer.
- 6.7. The Customer shall allow the Company to take whatever preventative actions the Company deems necessary to assure good operation of the network. In all cases the Company shall obtain agreement from the Customer before proceeding with these actions and shall inform the Customer of their completion. Should the Company be unable to gain remote access to the Customer's Equipment due to changed passwords or the like, then the Company will accept no responsibility for any faults with that Equipment until such time as access is again made possible by the Customer. And any such faults will not be covered by the provisions of the SLA.

7. CONDITIONS

- 7.1. Whenever requested by the Company the Customer shall make available at no charge to the Company immediate and unimpeded access to the Equipment, including, if requested by the Company, computer time and media, adequate working space and facilities and the person responsible for operating the Equipment if requested by the Company's engineer(s).
- 7.2. The necessary power supply in accordance with the recommendations of the Company or Equipment's manufacturer.
- 7.3. The Customer shall ensure that:
 - 7.3.1. The Company has remote access to the Customer's Equipment at all times and that any change to passwords or the like, is promptly notified to the Company. The Company accepts no liability for any delays or losses incurred because such access was denied to the Company for any reason.
 - 7.3.2. There shall not be made or carried out to the Equipment any unauthorised alteration, modification, adjustment, repair, programming or interference of any kind whatsoever;
 - 7.3.3. No connection shall be made or carried out to the Equipment of an unauthorised type, such authorisation will not be unreasonably withheld;
 - 7.3.4. Consumable supplies used with the Equipment are only a type approved by the Company in writing;
 - 7.3.5. Recommendations made by the Company whether orally or in writing regarding disk media maintenance shall be strictly adhered to
- 7.4. The Customer shall take all reasonable precautions to protect the health and safety of the Company's personnel whilst on the site. The Customer will indemnify the Company against all losses, costs, claims and damages arising in whole or in part as a result of any act or omission by the Customer in connection with the presence of the Company's personnel on the Customer's premises.
- 7.5. The Customer shall give the Company at least thirty days written notice prior to movement of the Equipment and if such movement is not authorised the Company will not be responsible for its maintenance. Such authorisation will not be unreasonably withheld.
- 7.6. All work carried out under this Agreement shall be carried out by competent technicians and all material and component parts supplied or used hereunder shall be supplied (as approved) by the Company

8. CUSTOMER'S TECHNICAL CONTACT (S)

All Contact with the Customer for any Maintenance Service shall be made through the Customer's Technical Contact(s) (as identified in Annex 4 of this Agreement). The Company will not perform any action that is not directly requested by the Customer's Technical Contact. A maximum of three individuals can be Customer Technical Contacts and they each must be proficient in the management of the Equipment as described under Annex 2 below. The Customer will notify the Company of changes to this list prior to the changes becoming effective.

9. CUSTOMER'S INDEMNITY

- 9.1. The Customer hereby indemnifies the Company and/or its technicians (whether employed by the Company or otherwise) against all liability for death or personal injury resulting from the negligence of, or any other unlawful act on the part of, the Customer.
- 9.2. The Customer also indemnifies the Company and/or its engineers for all damage to or loss of the Company's and/or its engineer's property caused by the negligence of, or unlawful act on the part of the Customer provided that the Customer's liability in any or all claims shall not exceed €250,000 (two hundred and fifty thousand Euros).

10. LIMITATION OF LIABILITY

- 10.1. The following provisions set out the Company's entire liability (including any liability for the acts and omissions of its employees agents and sub-contractors) to the Customer in respect of:
 - 10.1.1. Any breach of its contractual obligations under this Agreement; and
 - 10.1.2. Any representation statement or tortuous act or omission including negligence in connection with this agreement
- 10.2. Any act or omission on the part of the Company or its employees agents or sub-contractors falling within clause 10.1 above shall for the purposes of this clause be known as an 'Event of Default'.
- 10.3. The Company's liability to the Customer for death or injury resulting from its own or that of its employees' agents' or subcontractors' negligence shall not be limited.
- 10.4. Subject to the limits set out in clause 10.5.1 below the Company shall accept liability to the Customer in respect of damage to the Customer's tangible property resulting from the negligence of the Company or its employees agents or sub-contractors.
- 10.5. Subject to the provisions of clause 10.3 above the Company's entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:
 - 10.5.1. €250,000 (two hundred and fifty thousand Euros) in the case of an Event of Default falling within clause 10.4 above; and
 - 10.5.2. In the case of any other Event of Default the aggregate of the Maintenance Fees paid in the immediately preceding period of 12 months.
- 10.6. Subject to clause 10.3 above the Company shall not be liable to the Customer in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or the Company had been advised of the possibility of the Customer incurring the same.

- 10.7. If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 10.8. The Customer hereby agrees to afford the Company not less than 30 days following notification thereof by the Customer in which to remedy any Event of Default hereunder.
- 10.9. Except in the case of an Event of Default arising under clause 11.3 above the Company shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon the Company within 12 months of the date it became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.
- 10.10. Nothing in this clause shall confer any right or remedy upon the Customer to which it would not otherwise be legally entitled.

11. HARDWARE MAINTENANCE WARRANTY

The Company warrants that it shall use reasonable care and skill in providing services and otherwise executing its obligations under this Agreement and in particular that all parts supplied by the Company and used for the purposes of this Agreement shall be of reasonable quality for the agreed use and purpose and although the Company cannot and does not guarantee it will be able to keep the Hardware in good working order at all times or that any particular fault will be remedied the Company shall use all reasonable endeavours to do so.

12. TERMINATION

- 12.1. This contract will continue in force until terminated by agreement between the parties as defined in section 12.2 below. The minimum Maintenance Period is one year from the Effective Date.
- 12.2. This Agreement may be terminated:
 - 12.2.1. By the Customer or the Company giving not less than 90 days' notice to the other;
 - 12.2.2. Forthwith by the Company if the Customer is in breach of the conditions of the World Telecom Labs Standard Terms and Conditions of Sale, See Purchase Agreement.
 - 12.2.3. Forthwith by either party if the other commits any material breach of any term of this Agreement and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request to remedy the same;
 - 12.2.4. Forthwith by either party if the other shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986, or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction).
- 12.3. Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.4. No refund of Maintenance Fees for a non-expired part of this Agreement will be payable by the Company on its termination.

13. ASSIGNMENT

The Customer may not assign, transfer, change or make over this Agreement or any of its rights or obligations arising hereunder or any part thereof, without prior written consent of the Company.

14. INTELLECTUAL PROPERTY

The Parties acknowledge that all copyright, trade marks, trade names, designs, software and other intellectual property in or relating to the Equipment remains the property of the Company and nothing contained in this Agreement assigns or licences any such rights to the Customer.

15. LAW APPLICABLE

These conditions shall be governed and construed in accordance with Belgian law and all disputes arising in connection therewith shall be submitted to the jurisdiction of the Belgian courts.

16. WAIVER

The failure of either party to enforce or to exercise at any time or for any period of time, any term of this Agreement shall not be construed as a waiver of such term and shall in no way affect that party's right later to enforce or to exercise it.

17. AGREEMENT

This Agreement supersedes any and all other agreements, oral or written, between the Company and the Customer with respect to the Maintenance of the Company's products. The World Telecom Labs Standard Terms and Conditions of Sale are considered to be an integral part of this document. In the event of any inconsistency between these Terms and Conditions and the express terms of this Agreement, this Agreement shall prevail.

FOR AND ON BEHALF OF THE COMPANY

NAME	SIGNATURE	DATE
------	-----------	------

Leigh Smith
Managing Director

FOR AND ON BEHALF OF THE CUSTOMER

NAME	SIGNATURE	DATE
------	-----------	------

PLEASE NOTE THAT THE FOLLOWING MUST ALSO BE COMPLETED FOR THE AGREEMENT TO START:

- ANNEX 3 "AGREEMENT FEES" MUST BE PRICED AND SIGNED
- ANNEX 4 "CUSTOMER'S TECHNICAL CONTACTS" MUST BE COMPLETED
- ANNEX 5 "SPARES HOLDING" PLANNED BY CUSTOMER MUST BE COMPLETED

First level Maintenance

The Customer will be responsible for initial diagnosis of faults and the decision as to whether they are Service Affecting or not. The Customer will attend to alarms generated by the equipment and will review each switch and it's log files on a daily basis.

	ACTIVITY	NOTES
a)	First level diagnosis	Identification of Requests whether Service Affecting or Non Service Affecting
b)	Alarms	The Customer will monitor any alarms from the equipment.
c)	Passwords	The Company must keep the Customer up to date with any changes to passwords and access codes.

Support Level 2

All Service Affecting problems are classed as Support Level 2. These activities are the responsibility of the Company, and include any activities performed to restore a service. If on site presence is required the Company will be responsible for organising this.

	ACTIVITY	NOTES
a)	Hardware replacement	Changing modules when needed
b)	Alarms	The Company reserves the right to propose other supporting equipment for the client's network, however, the responsibility of buying, configuring and supporting it rests with the Customer

Support Level 3

Support Level 3 includes performing inter alia, software enhancements, software bug fixes and involving 3rd party companies in the resolution of a Customer's Equipment problem. These Non-Service Affecting Requests will be dealt with through the Company Help Desk. These activities are the responsibility of the Company, and include resolving minor issues shared by many customers, as well as issues specific to the Customer.

20. ANNEX 2 : "CUSTOMER'S RESPONSIBILITIES"

This list of items details those tasks that are the responsibility of the Customer at all times.

	ACTIVITY	NOTES
a)	First level diagnosis	Identification of Requests whether Service Affecting or Non Service Affecting
b)	Pricing	Changes regarding the prices associated with the calls in the switch
c)	Tables	Route, Rate, Company, PIN generation, CLI, etc
d)	Voice trees	Voice prompts recording and configuring
e)	Power cycling	On-site support to turn switch on or off; where an APC Powerswitch has been provided, this can be done by the Company
f)	Hardware replacement	Changing modules when needed with the remote support of the Company
g)	CDR manipulation	Changing formats of CDR's, performance statistics, etc...
h)	Invoicing	The Company does not provide any development or support whatsoever in this area
i)	Alarms	The Customer is responsible for notifying the Company of any alarms. Response times depend on the prompt notification of Requests to the Company.
j)	Carrier issues	The Customer is responsible for liaising with carriers for all matters ranging from definition of routes, rates etc. including interconnection tests and simulations.
k)	Other equipment	The Company reserves the right to propose other supporting equipment for the client's network, however, the responsibility of buying, configuring and supporting
l)	Passwords	The Customer must keep the Company up to date with any changes to passwords and access codes. Without this the Company cannot service the switches of the
m)	Cooperation	The Customer must fully support and cooperate with all efforts made by the Company in satisfying a Request

21. ANNEX 3 : "AGREEMENT FEES"

SERVICE DESCRIPTION	ANNUAL FEE	YES/NO	SIGNATURE
Support Contract	8.5%	Yes	
On-site Presence	€1000.00 per day For a standard 8hrs	Yes	
Total agreed	8.5%		

Note: Support Contract is mandatory. Each service that is agreed must have a signature in the "Signature" field and the corresponding amount in the "Annual Fees" column. The total agreed will be the total amount to be charged for the services. Percentage are shown as a function of the full list price of company equipment and software covered under this agreement.

22. ANNEX 4 : "CUSTOMER'S TECHNICAL DETAILS"

The individuals below have full rights vested in them by the Customer to request and make effective the completion of this Agreement between the Parties. The Customer will modify this list in writing to the Company. The Company will not be responsible for any omissions or errors that may occur as a result of following their instructions.

The maximum of 3 Technical Contacts are allowed and they must have an appropriate technical background and be responsible for the Customer's network (see Annex 2).

Name	Telephone	Mobile	Internet

23. ANNEX 5 : "RECOMMENDED SPARES HOLDINGS"

To be discussed and agreed between the parties.

24. ANNEX 6 : "RESPONSE TIMES"

REPAIR TURN-ROUND TIME The Company will use reasonable endeavours to achieve a turn-round time of 7 Working Days where replacement parts are in stock at the Company or his Vendor. This time does not include delays due to transportation and other events outside the control of the Company.

REPAIR RESPONSE TIME The Company will use reasonable endeavours to provide the Customer with a replacement module within 48 hours starting on the morning following notification of the requirement to the Company. These 48 hours do not include Saturday and Sunday and national and international holidays if deliveries cannot be made to the Customer on those days.