

**Service Level Agreement (SLA) for the Agreement on Provision of Connectivity
"Sumgait RES" Limited Liability Company" by Azerfon MMC**

Effective Date: June 6, 2013

**Sumqayıt REŞ Məhdud Məsuliyyətli Cəmiyyət üzrə
Azerfon MMC tərəfindən Xidmətlərin səviyyəsinə dair Müqavilə (SLA)**

Qüvvədə olma tarixi: 6 iyun 2013-cü il

Document Owner:	Azerfon LLC
Sənədin sahibi:	Azerfon MMC

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Təsdiq

(Aşağıda imzalamaqla, bütün Təsdiqləyən Tərəflər bu Müqavilədə nəzərdə tutulmuş bütün şərt və müddəalarla razılaşırlar.)

Approvers	Role	Signed	Approval Date
Azerfon LLC	Service Provider		- -- 2013
RES Sumgayit LLC	Customer		- -- 2013

Təsdiqləyən Tərəflər	Funksiyası	İmzalanmışdır	Təsdiq tarixi
Azerfon MMC	Xidmət Təminatçısı		- -- 2013
Sumqayıt REŞ MMC	Müştəri		- -- 2013

This SERVICE LEVEL AGREEMENT (hereinafter referred as the “**Agreement**”) is made within the framework of “Agreement on Provision of Connectivity for the Operation of Advanced Metering Infrastructure” dated of June 11, 2013, between Azerfon LLC and RES Sumgayit LLC and signed on March 1, 2013 by and between:

“**Azerfon**” LLC (TPIN: 1300732511), a company duly incorporated and acting under the laws of the Republic of Azerbaijan, having its registered address at 106A H. Aliyev avenue, Baku city, AZ 1029, the Republic of Azerbaijan represented by its Chief Executive Officer Mr. Kent McNeley on one side (hereinafter referred as “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) from one side,

“**RES Sumgayit**” LLC (TPIN 9900016181), a company duly incorporated and acting under the laws of the Republic of Azerbaijan, having its registered address at., 8 Afandiyev Str, İnshaatchilar settlement, Sumqayıt city, AZ 5002, represented by its Acting Director Mr. Saleh Mammadli on the second side (hereinafter referred as “**Customer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) from another side.

Service Provider and Customer individually referred as a “Party” and together as the “Parties”.

This Agreement outlines the parameters of all Mobile GSM/GPRS services covered as they are mutually understood by the Parties. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

This Service Level Agreement shall be valid after signing by both Parties. The terms of this SLA shall be applicable within 6 (six) months period since the date of the commercial launch. In the case of prolongation of the Term, the Parties shall revise the terms of this SLA and sign an amendment.

1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Mobile GSM/GPRS service support and delivery to the Customer by the Service Provider.

The **goal** of this Agreement is to obtain mutual agreement for GSM/GPRS service provision

between the Parties.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

2. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein to the end date of services provided under this Agreement. This Agreement should be reviewed at a minimum once per calendar year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required upon mutual agreement of the parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Azerfon MMC

Review Period: Bi-Yearly (6 months)

Previous Review Date:

Next Review Date:

3. Service Agreement

The agreed level of Support Services as defined in herein shall be effective from the date of the Acceptance (Effective date of this Agreement).

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1 Service Scope

The following Services are covered by this Agreement:

- Provide normal working of the automated management system on data of meters
- Set contact with all meters and concentrators in 24/7 working regime based on mechanisms which meet Azerfon's requirements
- Eliminate urgently shutdowns in any form (if occurs out of Azerfon side).
- Provide written detailed information about shutdowns on the end of each months-agree time of shutdowns
- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where available
- Monthly checking of working condition of the system.
- Solvency of shutdowns in connectivity.

3.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

3.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate 1(one) week advance notification to Customer for scheduled maintenance.
- Knowledge of fluent Azerbaijani language of employees controlling the working process.

3.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated to and documented between the Parties in a due course.

4. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

4.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 24 hour Monday – Sunday
- Email support: from 9:00 A.M. to 5:00 P.M Monday to Friday in working days.
- Operate the system on a 24x7 basis and be available for on-call emergency cases assistance 24x7.

4.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer according to the Severity levels described below in this SLA.

Remote assistance will be provided in-line with the above timescales.

4.3. Support Services – Call Centre

Service Provider shall provide the Customer with a Call Centre telephone number and email address.

The Call Centre telephone line shall be available during the hours defined within the particular support package purchased by the Customer

The email address shall be available on a 24 x 7 basis but requests shall only be handled in line with the support service

The following contact numbers / emails addresses shall be used to obtain technical support.

Name	Email	Phone
VIP Call Centre	ssultanzadeh@azerfon.az	789/ 0124440789
24x7 Call Centre	-	777/ 0124440777 0772010770

Ad	E-mail	Telefon
Zəng Mərkəzi	ssultanzadeh@azerfon.az	789/ 0124440789
24 x 7 Zəng mərkəzi	-	777/ 0124440777 0772010770

The 24x7 Call Centre phone number is only available if Service Provider has this service is only to be used in the case of Emergency network Faults. All other issues should be routed via the Call

Centre.

4.4. Support Services – Problem Tracking

Service Provider shall log all requests for Support by Customer with a unique Tracking Number. This is to be used internally within Service Provider to track progress of any reported Fault and it shall be used by the Customer to request periodic updates of progress in solving the Fault.

4.5. Severity levels

To ensure that appropriate resources are employed and the correct level of priority for any issue is assigned, Service Provider shall allocate a Severity level to the Customer request at the time of the Fault being reported.

Response times set out in 4.6 shall only apply once the Severity Code is agreed.

4.6. Response Times

For each Severity Code Service Provider shall respond within the following timeframe:

End-users	Number of defaults in below time duration		
	1 hour	Up to 3 hour	From 3 to 24 hours
5-20%	Minor 1	Minor 2	Minor 3
20-50%	Major 1	Major 2	Major 3
50-100%	Critical 1	Critical 2	Critical 3

*All cases are shown in numbers.

Severity levels	Response time	Restoration
Minor 1	1wd*	2wd
Minor 2	2wd	5wd
Minor 3	3wd	7wd
Major 1	3hr	8hr
Major 2	1wd	2wd
Major 3	2wd	5wd
Critical 1	1hr	6hr
Critical 2	3hr	8hr
Critical 3	1wd	2wd

|*wd – shall mean a work day and “hr” – an hour.

Note: Time period required for the site visits to be added to the time of Restoration of the problems.

Penalties:

In the case of defaults on the response time defined for the problem solvency the following penalties may be applied to the Service Provider:

- Minor Severity Level – the maximum penalty amount shall be up to 3% of the monthly service fee.
- Major Severity Level – up to 5% of the monthly service fee.
- Critical Severity Level – up to 10% of the monthly service fee.

5. Azerfon Network KPIs CS Core network. availability, % 99.69 PS Core network. availability, % 99.79 SMSC system availability , %.99.7 2G Radio network availability % (in coverage areas) 97.52	5. Azerfon Şəbəkəsinin Əsas Fəaliyyət Göstəriciləri CS Əsas şəbəkəsinin uyğunluğu, % 99.69 PS Əsas şəbəkəsinin uyğunluğu, % 99.79 SMSC sisteminin uyğunluğu, %.99.7 2G Radio şəbəkəsinin uyğunluğu % (fəaliyyət sahələrində) 97.52
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