

SERVICE LEVEL AGREEMENT

ANNEX A

*Attached to and forming part of the Master Service Agreement
between Sofia Connect EAD and [Customer]*

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Sofia Connect EAD
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1. Purpose and Scope

This Service Level Agreement ("SLA") is Annex A to the Master Service Agreement (the "MSA") executed between Sofia Connect EAD ("Provider") and the Customer identified in the MSA. It defines the service level targets, measurement methodology, exclusions and service credit regime applicable to Services provided under the MSA.

Capitalised terms used but not defined in this SLA have the meanings given to them in the MSA. In the event of conflict between this SLA and the MSA, this SLA prevails to the extent of the conflict in respect of service level matters; in all other respects the MSA prevails.

This SLA applies only to Services activated and accepted under a signed Service Order Form. Service credits payable hereunder are Customer's sole and exclusive remedy for failure to meet the targets set out in this SLA, subject to the cap of fifty percent (50%) of MRC per affected Service per month set out in clause 11 below.

2. Definitions

The following definitions apply to this SLA:

Term	Definition
Availability	The percentage of time during a Measurement Period during which a Service is available to Customer between the designated demarcation points, calculated as: $\text{Availability \%} = ((\text{Total Minutes in Measurement Period} - \text{Unavailable Minutes}) / \text{Total Minutes in Measurement Period}) \times 100$.
Chronic Outage	Either (a) three (3) or more separate SLA misses for the same Service within any rolling ninety (90) day period; or (b) cumulative Unavailability exceeding twice the monthly allowance for two (2) consecutive months.
Measurement Period	A calendar month, beginning at 00:00 EET on the first day and ending at 24:00 EET on the last day of that month.
MTTR	Mean Time To Repair — the elapsed time from Provider's acknowledgement of a P1 Outage to its Restoration of the affected Service.
Outage	A continuous period during which a Service is Unavailable as a result of a fault within Provider's network and not within an Exclusion under clause 13.
Planned Maintenance	Maintenance work performed by Provider during the maintenance windows set out in clause 8 and notified to Customer in accordance with that clause.
Service Credit	A monetary credit against Customer's MRC, calculated in accordance with clause 11 and applied as a credit note against a future invoice.
Severity Levels	The classification of incidents into priority levels P1 through P4 as set out

	in clause 9.
Unavailable / Unavailability	The state of a Service being unable to pass traffic between the designated demarcation points, measured by Provider's monitoring systems.

3. Service Availability Targets

The following Availability and restoration targets apply per Service. Maximum allowed downtime is calculated on a 30-day month baseline. "Time to Acknowledge" is the time within which Provider's NOC shall acknowledge a P1 fault report. "Time to Restore" is Provider's target MTTR for a P1 Outage:

Service	Availability Target	Max Downtime / Month	Time to Acknowledge	Time to Restore
IP Transit (BGP)	99.99%	≤ 4 min 22 sec	15 minutes	4 hours
DWDM Wavelengths	99.999%	≤ 26 seconds	15 minutes	2 hours
Ethernet / L2VPN	99.9%	≤ 43 min 49 sec	30 minutes	8 hours
Dark Fiber (IRU/Lease)	99.9%	≤ 43 min 49 sec	30 minutes	24 hours

4. Performance Targets — IP Transit

In addition to the Availability target in clause 3, the following performance targets apply to IP Transit Services within Sofia Connect's backbone, measured as monthly averages:

- Packet loss: ≤ 0.1% within Sofia Connect backbone.
- Jitter: ≤ 5 ms.

Round-trip latency targets (PoP-to-PoP, monthly average):

Route	Round-Trip Latency Target
Sofia ↔ Frankfurt	≤ 25 ms
Sofia ↔ London	≤ 45 ms
Sofia ↔ Yerevan	≤ 65 ms
Sofia ↔ Tbilisi (via Caucasus Cable System / Balchik)	≤ 55 ms
Sofia ↔ Istanbul	≤ 15 ms

5. Performance Targets — DWDM Wavelengths

- Bit Error Rate (BER): < 10^{-15} — error-free operation after Forward Error Correction (FEC).
- Pre-FEC BER: < 10^{-3} .

- Latency: additive fiber latency only, disclosed per route in the applicable Service Order Form. Provider does not commit to latency targets beyond the as-built fiber latency for the wavelength route.

6. Performance Targets — Ethernet / L2VPN

- Frame loss: $\leq 10^{-6}$.
- Jitter: ≤ 5 ms (applicable to EVPL and EPL services).
- MTU: jumbo frame support up to 9,000 bytes end-to-end, subject to the configuration recorded in the SoF.

7. Measurement Methodology

Availability and performance are measured using Provider's monitoring infrastructure via continuous SNMP polling at one-minute intervals, aggregated and reported on a monthly basis. Latency, jitter and loss are sampled by Provider's RPM probes and aggregated as monthly averages.

Measurements are taken from the ingress port of Provider's network to the egress port at the designated demarcation points specified in the applicable Service Order Form. Customer-side equipment, Customer-caused outages, and time spent within Planned Maintenance windows or Exclusions (clause 13) are excluded from Unavailability calculations.

Provider's measurement records shall be the authoritative source for Availability and performance calculations. In the event of a dispute, the Parties shall conduct a joint investigation in good faith and Provider shall make the underlying measurement data available to Customer for review.

8. Planned Maintenance

Provider shall, where reasonably practicable, perform Planned Maintenance during the following standard maintenance windows:

- Tuesday and Thursday, 01:00 – 05:00 EET (22:00 – 02:00 UTC).

Notification windows for Planned Maintenance shall be:

- Non-service-affecting maintenance: at least five (5) Business Days' advance notice.
- Service-affecting maintenance: at least ten (10) Business Days' advance notice.
- Emergency maintenance (necessary to preserve network integrity, security or stability): minimum four (4) hours' notice where reasonably practicable; otherwise as much advance notice as the circumstances permit.

Notifications shall be sent to Customer's designated NOC contact specified in the applicable Service Order Form. Time spent within an announced Planned Maintenance window does not count as Unavailability.

9. Incident Severity Levels

Provider classifies incidents using the following Severity Levels and target initial response times:

Level	Definition	Examples	Target Response
P1	Total service loss	Circuit down; BGP session	Acknowledge within 15

		down; 100% packet loss	minutes; hourly status updates
P2	Significant service degradation	≥ 50% packet loss; ≥ 50% capacity loss	Acknowledge within 30 minutes; updates every 2 hours
P3	Minor service degradation	< 50% packet loss; intermittent issues	Acknowledge within 2 hours; daily updates
P4	Non-service-affecting	Configuration change; information request	Acknowledge within 1 Business Day

10. Incident Reporting

Customer shall report incidents to Provider's NOC by email to noc@sofia-connect.net or by telephone to the 24/7 NOC number set out in the applicable Service Order Form. Each report should include, where available: (a) the affected circuit identifier; (b) symptom description; (c) start time of the incident; and (d) the results of any Customer-side tests (pings, traceroutes, optical levels).

Provider shall issue a unique ticket number to Customer within the applicable acknowledge window for the Severity Level concerned and shall communicate via that ticket until Resolution.

Following Resolution of any P1 or P2 incident, Provider shall provide a Reason for Outage (RFO) report to Customer within five (5) Business Days, including root cause, duration, scope of impact, and any remedial actions taken or planned.

11. Service Credit Calculation

Service Credits shall be calculated separately for each affected Service based on the cumulative Unavailability during the relevant Measurement Period, using the formula:

$$\text{Service Credit} = (\text{Cumulative Unavailable Minutes} \div \text{Total Minutes in Month}) \times \text{MRC} \times \text{Multiplier}$$

The applicable Multiplier is determined by the Service's measured Availability against its target:

Measured Availability	Multiplier
Between target and (target - 0.1%)	10%
Between (target - 0.1%) and (target - 0.5%)	25%
Below (target - 0.5%)	50%

The maximum Service Credit payable for any single Service in any single month shall not exceed fifty percent (50%) of the MRC for that Service for that month, regardless of the duration or severity of the Outage.

Service Credits are Customer's sole and exclusive remedy for any failure of Provider to meet the Availability or performance targets set out in this SLA.

12. Credit Claim Procedure

Customer must submit any claim for a Service Credit in writing within thirty (30) days of the end of the Measurement Period in which the Outage occurred. Claims shall be sent to Sofia Connect Billing at info@sofia-connect.net and shall identify the affected circuit, ticket numbers, claimed Unavailability and calculated Service Credit.

Provider shall investigate each properly submitted claim within fifteen (15) Business Days of receipt and shall apply any approved Service Credit to Customer's next available invoice.

Failure by Customer to submit a claim within the thirty (30) day period shall constitute a waiver of Customer's right to a Service Credit for that Measurement Period.

13. Exclusions

This SLA shall not apply, and no Service Credit shall be payable, in respect of any Unavailability or performance degradation caused by or arising from:

- Force Majeure Events as defined in the MSA;
- Planned Maintenance performed within an announced maintenance window;
- Customer-caused outages, including misconfiguration of Customer equipment, Customer equipment failure, denial of physical access to Customer premises or facilities, or Customer-imposed delays in fault diagnosis;
- Failures of third-party facilities outside Sofia Connect's reasonable control, including Customer's local exchange carrier (LEC), colocation power and HVAC, or third-party access tails explicitly disclosed in the Service Order Form;
- Suspension of Service by Provider in accordance with the MSA (including for non-payment or AUP breach);
- The first forty-eight (48) hours following Service activation (Service burn-in period);
- Outages that occur during, or as a direct consequence of, a Customer-requested change.

14. Chronic Outage Remedy

If a Service experiences a Chronic Outage (as defined in clause 2), Customer may, by written notice served on Provider within thirty (30) days of the qualifying event, terminate the affected Service Order Form for cause without payment of any early termination fee under clause 16.3 of the MSA. Termination under this clause shall be effective thirty (30) days after Provider's receipt of the notice and is Customer's sole and exclusive remedy in respect of Chronic Outage, in addition to any Service Credits already due.

15. Reporting

Provider shall make monthly SLA performance reports for all of Customer's active Services available via Customer's account on the customer portal at <https://sofia-connect.net/portal/>. Reports shall include measured Availability, performance metrics, Outage logs and any Service Credits accrued for the Measurement Period.

Acknowledgement

This SLA is incorporated into and forms part of the Master Service Agreement between Sofia Connect EAD and the Customer. The signatures to the MSA shall be deemed to apply to and be binding in respect of this SLA.

PROVIDER	CUSTOMER
Sofia Connect EAD	[CUSTOMER LEGAL NAME]
192A Cherni Vrah Blvd, 1407 Sofia, Bulgaria	[Registered Address]
By: _____	By: _____
Name: Yuliy Nushev	Name: _____
Title: CEO & Founder	Title: _____
Date: _____	Date: _____