**SERVICE LEVEL AGREEMENT**

This Service Level Agreement (the Agreement”) is effective as of [DATE] (the "Effective Date").

**BETWEEN: [YOUR COMPANY NAME]** (the "Service Provider"), a company organised and existing under the laws of [Country], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [CLIENT NAME]** (the "Client"), a company organised and existing under the laws of [Country], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

This Agreement sets forth the terms and conditions under which the Client will provide the Service Provider with certain Equipment under bailment and the Service Provider will provide certain support services to the Client on specified Service Provider premises (hereinafter referred to as the "Service Provider Network Location(s)").

WHEREAS, the Service Provider is desirous and capable of providing support services for certain Client-Provided Equipment which interconnects to the Service Provider transmission services; and

WHEREAS, the Client desires to have the Equipment supported by the Service Provider in a designated portion of certain Service Provider Network Location(s), as set forth in Schedule A of this agreement (hereinafter referred to as the "Location and Equipment Summary"), which is attached hereto and made a part hereof; and

WHEREAS, the Client and the Service Provider (hereinafter referred to cumulatively as the "Parties" and singularly as the "Party") have agreed on the terms which shall govern the bailment and support of the Equipment as set forth in Schedule B of this agreement (hereinafter referred to as the "Statement of Work"), which is attached hereto and made a part hereof, and as set forth in Schedule C of this agreement (hereinafter referred to as the "Non-Recurring and Monthly Recurring Pricing Summary"), which is attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **UNDERTAKINGS**
	1. The Client will provide for the inside delivery of the Equipment at the Service Provider Network Location(s) as specified in the Location and Equipment Summary with proper and timely notification as specified in the Statement of Work.
	2. The Client will instal the Equipment at the Service Provider Network Location(s) as specified in the Location and Equipment Summary in accordance with the Service Provider and Industry standards and practises as specified in the Statement of Work.
	3. The Service Provider will connect the Equipment to the Service Provider services at the Service Provider Network Location(s) as specified in the Location and Equipment Summary in accordance with the Service Provider standards and practises as specified in the Statement of Work.
	4. The Service Provider will hold the Equipment in bailment for use only at the Service Provider Network Location(s) as specified in the Location and Equipment Summary and only for the purposes contemplated herein.
	5. During the term of the bailment, the Service Provider shall provide space, power, testing, environment and other support services for the Equipment as outlined in the Statement of Work and the Service Provider shall have no other responsibility for the Equipment.
	6. The Client shall cooperate fully with the Service Provider in the provision of these support services and agrees to perform those activities identified as the Client Responsibilities in the Statement of Work.
2. **TERM AND TERMINATION**
	1. The initial term of this Agreement shall commence on the [DATE], and shall continue for a period of [NUMBER] years, and then shall terminate on [DATE].
	2. This Agreement is binding when executed by the Client and subsequently accepted by the Service Provider and once accepted by the Service Provider, the rates and charges provided in this Agreement will be effective from the first day of the next billing cycle following the Client's signature date (the "Effective Date").
	3. Either Party may terminate this Agreement following the giving of [NUMBER] calendar days prior written notice of termination to the other Party.
	4. If the Client terminates this Agreement prior to the expiration of the initial [NUMBER] year term, the Client will pay the Service Provider, in addition to all other charges due, *per Se*rvice Provider Network Location, which amount shall represent liquidated damages that the Client agrees are reasonable.
	5. The Client shall remove its Equipment from the Service Provider Network Location(s) within [NUMBER] calendar days of the termination of this Agreement and, if the Client fails to do so, the Service Provider may itself remove the Equipment and store the same at the Client's expense and the Client's sole risk. Any expenditure by the Service Provider for the removal and storage of the Equipment shall bear interest at the lesser of [%] per annum or the maximum rate permitted by law.
	6. The rights and duties in Article D, "Warranty and Liability" shall survive the termination of this Agreement.
3. **FINANCIAL PROVISIONS**
	1. The Client shall pay the Service Provider a non-recurring fee for Site Preparation, Additional AC or DC Power Circuits and Circuit Interconnection at each of the Service Provider Network Location(s) as outlined in the Non-Recurring and Monthly Recurring Pricing Summary.
	2. The Client shall pay the Service Provider on a monthly recurring basis for Location Management Fee(s), an Uninterruptable Power Supply (UPS) for [15V OR OTHER] AC Power Circuits and for the Service Provider First-Level Maintenance Support at each of the Service Provider Network Location(s) as set forth in the Non-Recurring and Monthly Recurring Pricing Summary.
	3. The Client shall pay the Service Provider a one time charge of [AMOUNT per circuit when, at the Client's request, the Service Provider provided cabling is added, moved or changed after the Service Provider completes the initial Site Preparation work listed in the Equipment and Location Summary. This charge is in addition to any other charges specified in the applicable tariff or contract from the entity from which the facility or service is obtained.
	4. For equipment moves made under the Client's request, the Client shall pay for each unit of Equipment that is moved to a different location within the same Service Provider Network Location after the Service Provider completes the initial Site Preparation work listed in the Equipment and Location Summary.
	5. The Client shall pay directly or reimburse the Service Provider, as applicable, for all taxes, duties, and similar liabilities which may result from this Agreement, or any support services specified hereunder, exclusive of taxes based on the Service Provider's net income.
	6. All invoices shall be due and payable in [CURRENCY] within [NUMBER] calendar days upon receipt as outlined in the Non-Recurring and Monthly Recurring Pricing Summary.
4. **WARRANTY AND LIABILITY**
	1. The Service Provider warrants that its undertakings hereunder shall be performed professionally and that it will provide Support Services in accordance with this Agreement.

NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

* 1. The Client warrants that it has the unrestricted right to place the Equipment at the Service Provider's Location(s) listed in the Location and Equipment Summary for the term of this Agreement.
	2. Except as otherwise set forth herein, neither Party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labour disputes, strikes, shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the Party delayed or prevented from performing.
	3. Except to the extent the same is caused solely by the gross negligence or willful misconduct of the Service Provider, its authorised agents or employees, the Client shall indemnify and hold harmless the Service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of:
		1. the presence of Client's unit(s) of Equipment, employees, contractors or agents on the Service Provider's premises;
		2. the installation, operation, maintenance or removal of the Client's unit(s) of Equipment from Service Provider's premises;
		3. any inherent defects in the Client's unit(s) of Equipment.
	4. The Client shall indemnify and hold harmless the Service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of the negligent or intentional acts or omissions of the Client, its agents, employees or contractors.
	5. The Service Provider shall not be liable for any damages to the Equipment for any reason, except to the extent the same is caused solely by the gross negligence or willful misconduct of the Service Provider, its authorised agents or employees; provided, however, that in the event the Equipment while in the possession and control of the Service Provider is either lost or so damaged as the result of the Service Provider's gross negligence or willful misconduct, the maximum liability of the Service Provider for said Equipment shall not exceed the replacement value of the Equipment in a dismantled state, if repairs are impracticable, or, in the event said Equipment is repairable, the costs to repair damage thereto.
	6. In no event shall either Party be liable to the other for any indirect, incidental, special or consequential damages, including loss of revenue and profits, even if aware of the possibility thereof.
	7. Notwithstanding anything to the contrary in this Agreement, the Service Provider's liability to the Client for any reason and upon any cause of action or claim in contract or tort, including without limitation breach of this Agreement or any warranty hereunder, regardless of form of action, shall not exceed the lesser of direct damages proved or [NUMBER] month's Location Management Fee.
	8. THE LIMITATIONS SET FORTH IN THIS ARTICLE D APPLY TO ALL CAUSES OF ACTIONS OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN [NUMBER] YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST THE SERVICE PROVIDER. THE CLIENT AND THE SERVICE PROVIDER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HERE*IN RE*PRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH THE SERVICE PROVIDER'S OBLIGATIONS UNDER THIS AGREEMENT. THE PAYMENTS PAYABLE TO THE SERVICE PROVIDER IN CONNECTION HEREWITH REFLECT THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES IN THIS AGREEMENT.
1. **ACCESS, TITLE AND INSURANCE**
	1. The Client, its agents, employees and contractors who, in the Service Provider's discretion, do not pose a security risk to the Service Provider personnel or property, shall be permitted access to the Service Provider Location(s) listed in the Location and Equipment Summary, to be accompanied at all times by the Service Provider escort, during normal business hours for the purpose of installing, operating, maintaining, repairing or removing the unit(s) of Equipment, after giving a reasonable advance notice to the Service Provider, provided, however, that the Client agrees to comply with the Service Provider's security regulations and other local site operating policies and procedures while on the Service Provider Network Location for these express purposes. A reasonable advance notice as referenced above shall be provided as follows:
		1. a minimum of no less than [NUMBER] calendar days notice for the purpose of installing, preparing or removing the Equipment;

5.1.2 a minimum of [NUMBER] hours advance notice for routine preventive maintenance on the Equipment;

5.1.3 as soon as possible for the reporting of a network malfunction causing loss of service or a degraded operating condition in the Equipment.

* 1. The Parties agree that the Client is making the Equipment available hereunder as a bailment and that title to the Equipment will remain with the Client or the Client's lessor and that the Service Provider shall have no right, title or interest therein, except as expressly provided in this Agreement. The Service Provider will not impose liens, security interests or encumbrances on the Equipment.
	2. The Parties agree not to move the Equipment to any other location prior to the expiration of this Agreement without the other Party's prior written consent or to make alterations in or affix attachments to the Equipment, except that the Client may make those alterations or affix attachments to the Equipment as necessary for the Client's networking requirements, provided the Client gives the Service Provider notice of no less than [NUMBER] days before making such changes to the Equipment, and that the Service Provider may relocate the Equipment to another Service Provider Location for its convenience due to the Service Provider's networking requirements.
	3. In the event of such Equipment relocation for the Service Provider's convenience, the Service Provider agrees to pay all costs associated with the removal, moving, installation and demarcation of such equipment, other than any direct or indirect costs, of any kind or nature, incurred by the Client for its vendors or technicians (whether employees or independent contractors), including without limitation, travel and lodging expenses (if any) and salary or other payments for services rendered. The Client understands that during such an Equipment relocation the Client will experience a communications service outage while the Equipment is being relocated.
	4. Throughout the term of this Agreement, the Client shall obtain, maintain and pay for:
		1. All risk property insurance covering the Equipment;
		2. Comprehensive general liability (including products and completed operations liability and broad form property damage) insurance covering the Equipment and the contractual liability of the Client under this Agreement in form and with insurers reasonably satisfactory to the Service Provider and with a minimum limit of [AMOUNT, CURRENCY] per occurrence for personal injury, bodily injury and property damage;
		3. Worker's Compensation with statutory benefits;
		4. Employees Liability with a minimum limit of [AMOUNT, CURRENCY] per

occurrence; and automobile liability insurance with a minimum limit of [AMOUNT, CURRENCY] per occurrence for bodily injury and property damage. All insurance policies required to be maintained by the Client under this Agreement shall be with insurance companies licenced to do business in the states where the Equipment is located, reasonably satisfactory to the Service Provider, and shall name the Service Provider as an additional insured. Certificates of such insurance (showing payment of current premiums thereon) shall be delivered to the Service Provider a minimum of [NUMBER] days prior to Equipment delivery with renewals thereof delivered to the Service Provider a minimum of [NUMBER] days before the expiration of any such policies. Each policy shall contain an agreement by the insurer that such policy shall not be cancelled without [NUMBER] days prior notice to the Service Provider.

Certificates of insurance should be mailed to:

[SERVICE PROVIDER]

[ATT TO:]

[YOUR COMPLETE ADDRESS]

1. **CANCELLATION FOR CAUSE**
	1. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon [NUMBER] days prior written notice to the other in the event of:
		1. the other's failure to pay any amounts due hereunder and not duly contested in good faith within [NUMBER] days after the receipt of the terminating Party's written notice of default concerning the same; or
		2. the other's failure to cure a material breach within [NUMBER] days after receipt of the terminating Party's written notice of default concerning the same.
2. **NON-COMPETITION**
	1. **By Client**

The Client covenants and agrees that it will not directly or indirectly for the term of this Agreement and a period of two years following the termination of this Agreement:

* + 1. engage in, continue in or carry on any business which competes with the Service Provider in Service Provider's Business (hereunder described) or which is substantially similar thereto.
		2. offer employment to a person who is or was employed by the Service Provider during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering employment to a person who is or was employed by the Service Provider, during the then immediately preceding [NUMBER] months, without the prior written consent of the Service Provider;
		3. undertake any business with or solicit the business of any person or company who shall have been a customer of the Service Provider and with whom any executive of the Service Provider or their subordinates has dealt with during or immediately preceding [NUMBER] months which might adversely affect the Service Provider's business relationship with such customer, but only if such solicited business relates to the Service Provider's Business;
		4. engage in any practise the purpose of which is to evade the provisions of this covenant not to compete.
	1. **By Service Provider**

The service Provider covenants and agrees that it will not directly or indirectly for the term of this agreement and a period of two years following the termination of this Agreement:

* + 1. engage in, continue in or carry on any business which competes with the Client in the Client's Business or which is substantially similar thereto;
		2. consult with, advise or assist in any way, whether or not for consideration, any company, partnership, or other business organisation which is now or becomes a Competitor of the Client if the principal purpose of such consultation, advice or assistance is to permit such company, partnership, firm or business organisation to compete with the Client in the Client's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Client for such purpose; soliciting customers or otherwise serving as an intermediary for any such Competitor of the Client for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any Competitor of the Client for such purpose;
		3. offer employment to a person who is or was employed by the Client during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering employment to a person who is or was employed by the Client, during the then immediately preceding [NUMBER] months, without the prior written consent of the Client;
		4. undertake any business with or solicit the business of any person, firm or company who shall have been a customer of the Client and with whom any executive of the Client or their subordinates has dealt with during the then immediately preceding [NUMBER] months which might adversely affect the Client's business relationship with such customer, but only if such solicited business relates to the Client's Business; or
		5. engage in any practise the purpose of which is to evade the provisions of this covenant not to compete.
1. **NOTA LEASE OR LICENSE**

The Client understands and agrees that this Agreement is not intended to and shall not be deemed to grant the Client any property rights in any of the Service Provider Network Location(s) listed in the Location and Equipment Summary.

1. **INDEPENDENT CONTRACTOR RELATIONSHIP**

It is acknowledged and agreed that the Service Provider's relationship with the Client is at all times hereunder an independent contractor. The Client shall have no authority over Service Provider's internal business affairs and decisions. The Service Provider shall have no authority to act on behalf of, or legally bind the Client, and the Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

1. **GENERAL**
	1. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior discussions or representations between them with respect thereto. All amendments to this Agreement shall be in writing and signed by both Parties.
	2. Neither Party may use the name, trademark, service mark or Logo of the other Party in any advertising, news releases or any other manner without the written consent of such Party.
	3. The Client may not assign this Agreement or any of its rights hereunder without written consent by the Service Provider, which shall not be unreasonably withheld.
	4. All Equipment provided for to the Service Provider by Client hereunder for use in connection with the Service Provider's communications services shall be deemed to be "Client-Provided Terminal Equipment" within the meaning of Service Provider's Tariff.
	5. The relevant rights and obligations of the parties shall survive the termination of this Agreement.
	6. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by telex, telegram, Service Provider Mail, or certified, registered, or express mail at the respective addresses set forth below (or at such other addresses as shall be given in writing by either Party to the other). All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram, or Service Provider Mail, or when received if sent by registered certified or express mail.

If to the Service Provider:

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

If to the Client:

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

1. **GOVERNING LAW**

This Agreement and any dispute arising from the relationship between the parties to this Agreement shall be governed by the law of the [Country], excluding any laws that direct the application of another jurisdiction’s laws.

1. **ATTORNEY FEES PROVISION**

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement at [DESIGNATE PLACE OF EXECUTION], with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

SERVICE PROVIDER CLIENT

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

**SCHEDULE A**

**LOCATION AND EQUIPMENT SUMMARY**

**SCHEDULE B**

**STATEMENT OF WORK**

**SERVICE PROVIDER RESPONSIBILITIES:**

1. Furnish and install, as part of the Site Preparation, such equipment rack(s), signal cabling, demarcation panel(s). AC power and DC power as requested by the Client to support the installation of the Equipment at the Service Provider Network Location(s) specified in Schedule A.
2. Upon completion of Site Preparation, perform testing as the Service Provider deems appropriate to verify proper operation of the Service Provider provided signal cabling, associated demarcation panel(s) and AC power and DC power at the Service Provider Network Location(s) specified in Schedule A.
3. Provide a central telephone number of the Service Provider Network Management centre (MNMC) to be used by the Client to report all troubles, schedule routine maintenance visits, request First Level Maintenance and to request the Service Provider technical support, should the Service Provider Network Location be unmanned at time of the Client's request.
4. The Service Provider will perform "First Level Maintenance" on the Equipment only at the direction of the Client or its designated vendor at the Service Provider Network Location(s) specified in Schedule A.

Service Provider performed "First Level Maintenance" on the Equipment is defined as follows:

* 1. At the direction of the Client or its designated vendor report any visual or audio alarms on the Equipment at the Service Provider Network Location(s) specified in Schedule A.
	2. At the direction of the Client or its designated vendor, rebooting and/or restarting the Equipment at the Service Provider Network Location(s) specified in Schedule A by pressing of readily accessible buttons or switches.
	3. At the direction of the Client or its designated vendor, replace Equipment modules and/or cards with on-site the Client provided spare modules and/or cards at the Service Provider Network Location(s) specified in Schedule A.
1. Order, maintain and provide routine and emergency maintenance on the Service Provider services up to the designated Service Provider demarcation point located in the Equipment at the Service Provider Network Location(s) specified in Schedule A.
2. Provide the necessary facilities to provide the Client with the proper transmission quality as stated in the Service Provider Tariff and/or other agreements by and between the Parties at the Service Provider Network Location(s) specified in Schedule A.
3. Install, cable, power up, and test Equipment during such hours as determined by the Site Manager of the Service Provider Network Location(s) specified in Schedule A to determine proper operating performance before the acceptance of Service Provider transmission services at the Service Provider provided demarcation in the Equipment and ensure that the Equipment provides the proper transmission quality to the Service Provider.
4. Provide routine preventive and emergency maintenance for the Equipment at the Service Provider Network Location(s) specified in Schedule A.
5. Provide overall network management and monitoring of the Equipment at the Service Provider Network Location(s) specified in Schedule A.
6. [OTHER, SPECIFY]

**CLIENT RESPONSIBILITIES:**

1. Properly stage all Equipment prior to shipment to the Service Provider Network Location(s) specified in Schedule A.
2. Arrange for inside delivery of Equipment with all labour, tools, and test equipment necessary to completely instal and test the Equipment at the Service Provider Network Location(s) specified in Schedule A.
3. Provide the Service Provider with [NUMBER] week(s) prior notice of Equipment delivery at the Service Provider Network Location(s) specified in Schedule A.
4. Report all troubles, schedule routine maintenance visits, request First Level Maintenance and request the Service Provider technical support, should the Service Provider Network Location be unmanned at time of the Client's request, through the Service Provider Network Management centre (MNMC) for the Equipment at the Service Provider Network Location(s) specified in Schedule A.
5. Retain spares as Client or its designated vendor deem necessary within the Equipment at the Service Provider Network Location(s) specified in Schedule A.
6. Maintain an accurate accounting of Equipment installed and spares at the Service Provider Network Location(s) specified in Schedule A.
7. Provide a receipt to the Service Provider for all spares or Equipment removed from any of the Service Provider Network Location(s) specified in Schedule A.
8. Provide an accurate accounting of all circuits installed to the Equipment at the Service Provider Network Location(s) specified in Schedule A. including circuit type, city pairs and signalling levels for each circuit installed.
9. Provide the Service Provider with a Client contact list including names, home and office phone numbers and pager numbers of key contacts and designated vendor(s) for the routine maintenance and emergency repair of the Equipment at the Service Provider Network Location(s) specified in Schedule A.
10. Make necessary arrangements to work cooperatively with the Service Provider in the isolation of troubles, including but not limited to, the provisioning of loopbacks and cooperative bit error rate testing at the Equipment at the Service Provider Network Location(s) specified in Schedule A.
11. The Client or its designated vendor shall not rearrange, disconnect, relocate, remove, modify or attempt to repair the signal cabling, demarcation panel(s), AC power and DC power provided by the Service Provider, or permit others to do so, without prior approval of the Service Provider at the Service Provider Network Location(s) specified in Schedule A.
12. Bear all costs associated with third-party vendor efforts in disaster recovery of the Equipment at the Service Provider Network Location(s) specified in Schedule A.
13. Provide the Service Provider with any necessary agency authorisation as may be required for the Service Provider to fulfil its obligations under this Support Services Agreement and the Schedules attached hereto and made a part hereof this Agreement.
14. [OTHER, SPECIFY]

**SCHEDULE C**

**NON-RECURRING AND MONTHLY RECURRING PRICING SUMMARY**