

DATA CENTER COLOCATION SERVICE PROVISIONING AGREEMENT BETWEEN

ETHIO TELECOM

AND

BERHAN BANK



Addis Ababa, Ethiopia

July 2024

This contract (here in after "the contract", "contract" or "agreement") is executed in Addis Ababa, Ethiopia, as of 15th of July 2024, between;

Ethio telecom, a company duly organized and existing under the laws of the Federal Democratic Republic of Ethiopia, with its principal office located at Addis Ababa (hereinafter referred to as "Service provider") and,

Berhan Bank, an organization organized and existing under the laws with its principal office in City Addis Abeba Kifle Ketema Bole Woreda 03 House number TK Building Tel +251 116185732 /+251 116630127 PO.BOX. 387 code 1110 (hereinafter referred to as "Customer")

Ethio telecom and the customer shall hereinafter jointly be referred to as "parties" and individually as a "party".

WHEREAS, Ethio telecom wishes to provide (sell) Data Center Colocation Services with high quality.

WHEREAS, the customer subscribes and agrees to use the stated services by fulfilling the necessary requirements

NOW THEREFORE, the parties have executed this service agreement under the terms and conditions indicated herein below

1. Definition of terms

Services: Shall mean Data Center Colocation Service

The Data Center Colocation service: means the provisioning of colocation space for organizations to house their servers and networking equipment and share resources like power, cooling, and security.

Datacenter Facilities: mean a centralized facility that houses computing resources, including servers, storage systems, networking equipment, and other critical infrastructure.

Charges: Shall mean the fees and expenses for the services set forth in the relevant provisions of this Contract, which are paid or payable to Ethio telecom by the Customer from the Effective date of commencement



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Effective date: Shall mean the date from which the Customer starts using the assigned resources.

kVA: shall mean kilovolt-ampere

Modular: An approach to data center design that implies either a prefabricated data center module or a deployment method for delivering data center infrastructure in a modular, quick and flexible method.

Non-Modular: An approach to data center design that implies it's not using a prefabricated data center module rather every stage is separately installed.

Tier 3: shall mean 99.982% uptime, <1.6 hours of down time per year, N+1 fault tolerant providing & >72-hour power outage protection.

Tier 2: shall mean 99.749% uptime, Partial redundancy in power and cooling & 22 hours of down time per year.

Confidential Information: Shall mean any information: (a) relating to the terms of this Agreement; (b) relating directly or indirectly to the research, development, business plans, marketing, operations, finances of either party; and/or (c) disclosed by either party to the other party on the express basis that such information is confidential, or which might reasonably be expected by either party to be confidential in nature.

ODF: Shall mean Optical distribution frame

Fraud: Shall mean affecting the normal day to day operation of the operator/customer or accessing un-authorized network and IT infrastructure/data.

2. Purpose of the contract

This Agreement is made to provide Data Center Colocation Services with Modular and Non-Modular type.

3. Requirement to subscribe the service

- 3.1 Customer Shall Submit an authorized service request letter with attachment of copy of renewed trade/ investment/working license (for business companies) and TIN number certificate to Ethio telecom.
- 3.2 Sign contractual agreement and agree to be governed by contract rule.



4. Rights and Obligation of Ethio telecom

- 4.1 Have unconditional right to suspend its services to prevent fraud.
- 4.2 Up on giving prior notice, improve, modify, expand, maintain, or repair system components, or for any other reasonable grounds. The service should be resumed immediately after the task is solved.
- 4.3 Undertakes its reasonable effort to ensure the provision of the service throughout the contract period.
- 4.4 Provide the services in a diligent, professional, high quality, transparent, responsible and efficient manner.
- 4.5 Shall be responsible for Data Center facilities.

4.6 Standard Requirements

The following are the Standard Requirements for the Allocated Space and Ancillary Services to be provided by the Service provider to the Customer

- A. a standard rack unit in three (3) square meters of space.
- B. AC power supply of 5kVA
- C. Standby Power source and cooling system

4.6.1 Power Supply

- A. The Service Provider shall provide power supply suitable for powering the Communications Equipment installed at each Data Center to meet the Standard Requirements. With respect to the power supply for new sites and equipment to be installed at additional Allocated Space, the Provider shall provide the Customer power supply as agreed upon by the Parties in the relevant work order.
- B. The Customer's equipment power consumption shall not be beyond any power consumption standard agreed in this agreement. For the extra power consumption, the price will be calculated proportional to ratio of the power stated in the offer (annexed) and the requested/required power to the monthly rent of the contract. And maximum power consumption expected is not more than



4.6.2 Earthing

A Central Earth Point (CEP) is provided in all Provider Data Center. It will be the responsibility of the Customer to ensure that all of their equipment is earthed within the Collocation Data Center and conforms to the practice deployed within the particular Data Center.

4.6.3 Monitoring System

The Provider shall provide monitoring system to manage remotely the power and Air conditioning availability, for reducing the duration of faults.

4.6.4 Air Conditioning

Air conditioning is generally provided by Provider at each of the Data Center as per Data Center design room temperature standard.

4.6.5 Fire & Smoke Detection

Fire and smoke detection as well as fire suppression equipment will be provided, where appropriate, in accordance with Standard safety policy.

4.6.6 Rack Space

- A. Provider shall grant the Customer an exclusive limited license to install, operate, maintain, and repair its equipment which will be mounted in the rack space in a designated area (the "Rack Space") located in a Data Center owned, leased or licensed by Provider (the "Data Center").
- B. The license granted is only a limited license to use the Rack Space, and to obtain the Services, as applicable, in accordance with the Agreement.

4.6.7 Cable Runway

- A. The Customer shall utilize existing cable trays and cable baskets, where available, whether overhead or under the floor. These will be segregated for telecom/signaling and electrical power cables.



B. Where cable runways are not available, new cable trays will be designed and provided by the Provider. All installation procedures must conform to industry best practice.

4.6.8 Physical Security

The Provider shall provide physical security for all Data Center. The physical security includes Guards, fence, and surveillance system.

4.6.9 Janitorial Service

The Provider shall provide janitorial service for all indoor and outdoor spaces of Data Center.

4.6.10 Heat Dissipation

A. Each Customer's equipment heat dissipation per footprint must not exceed from the agreed designed standard set out in the Technical Specifications.

B. If the Customer equipment heat dissipation exceed from the agreed design standard:

The Provider shall upgrade air conditioner capacity and the cost incurred to this adjustment shall be borne by the Customer. And If the Customer is not agreed, the Customer shall replace with standard equipment to meet the agreed heat dissipation.

4.6.11 Room Lighting

All lighting system of the room shall be standard for proper working condition and for the wellbeing of the Data Center service continuity.

4.6.12 Cooling

Continual Colling with redundant N+1 configuration with operating temperature range cold air/ supply temperature <22°C and Hot air/return temperature > 28°C

4.7 Provide the service with:

4.7.1 Agreed availability level

4.7.2 Security

4.8 Shall avail the necessary equipment that supports the service.



4.9 The Customer shall be permitted to install, maintain, operate, service, modify and/or replace its own Equipment on the Allocated Space under the relevant work order.

4.10 Ethio telecom shall provide a "meet me" facility in the Data Centre for Customer where it shall make available an ODF that provides physical connectivity between the ODF of Ethio telecom to the customer Equipment. Ethio telecom shall be responsible, at its own cost, for providing and maintaining all patch cables between customer Equipment in the Allocated Space at the ODF in the meet me facility. Ethio telecom shall ensure that customer can access the meet me facility, including to connect to the meet me facility, on a 24 hours a day, 7 days a week basis for the purposes of using the Data Centre Collocation Service.

4.11 For Modular and Non Modular Data Center Collocation Service the bellow Power Availability rule shall be applied.

Service type	KPI	Performance Level	Measured Value per month	Penalty (percentage of the monthly fee)
Modular	Power Availability (A)	level 1	$A \geq 99.999\%$	None
		level 2	$99.98\% \leq A < 99.999\%$	5%
		level 3	$A < 99.98\%$	10%

Service type	KPI	Performance Level	Measured Value per month	Penalty (percentage of the monthly fee)
Non Modular	Power Availability (A)	level 1	$A \geq 99.99\%$	None
		level 2	$99.74\% \leq A < 99.99\%$	5%
		level 3	$A < 99.74\%$	10%



4.12 Shall not assign any or all the rights and duties provided in this Contract without the consent the customer.

5. Rights and Obligation of the Customer

- 5.1 Shall Pay monthly charges for the services rendered as agreed and annexed in this Contract
- 5.2 Shall Provide necessary inputs and support when needed
- 5.3 Shall not assign any or all the rights and duties provided in this Contract without permission of Ethio telecom.
- 5.4 Shall not use the service for unauthorized purposes and shall use the service only in accordance with this agreement.
- 5.5 Shall effect additional payments for additional service (if any) provided other than stated in this contract as per the charge/tariff determined by Service Ethio telecom
- 5.6 Subscription, reconnection, name and ownership change, and shifting/relocation fees shall be free.
- 5.7 Shall be responsible for acquiring, installing, operating and maintaining all its own Equipment.
- 5.8 Shall take all the necessary precaution to avoid any service interruption based on the prior notice given from Ethio telecom on planned service maintenance.



6. Types of Service provisioning

Ethio telecom will provide this service by two type considering the uptime (tier level) i.e. Modular Tier 3 and Non Modular Tier 2.

7. Service Charges and Payment Conditions

7.1 The Customer shall pay all the charges and fees for Data Center Colocation Service stated under annex 1 of this contract based on the subscribed Service and Offer type.

7.2 Subscription fee is Free

8. LIABILITY

8.1 In no event shall either Party be liable to the other or to any third party beyond obligation of this Agreement hereunder for any indirect, consequential, special or punitive loss or damages (including any indirect loss of business profits, goodwill or business opportunity).

8.2 Nothing in this Agreement shall operate to exclude or restrict a party's liability:

- a. For death or personal injury caused by their negligence or willful misconduct;
- b. For losses suffered by the other party arising out of fraud, willful misconduct, or willful default; or
- c. For payment of Fees or refunds, and service Credits and other credits, due under this Agreement;
- d. or any other liability that cannot be excluded or limited as a matter of Applicable



8.3 Both Parties agree that they shall be liable for all direct losses arising from this agreement.

8.4 The Parties agree that they shall be liable for the following categories of loss or compensation and, as such, the following shall be deemed not to be indirect or consequential losses;

- a. The cost of procuring replacement services as a result of a default of the other Party;
- b. Fines or penalties imposed on one of the Party because of a breach of Applicable Laws or Regulatory instruments of FDRE as a result of default of the other Party in connection with this agreement.
- c. Service credits payable in accordance with Schedule 14 (Service Level Agreement).

8.5 Each party shall be liable for their employee, representative or third-party actions

9. Force Majeure

The Presence and absence of Force Majeure shall be determined by the relevant laws of Ethiopia. Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Agreement to the extent it arises from a force majeure event.

The party affected by the force majeure event shall:

- A. promptly notify the other party in writing of the cause of the delay or non-performance, the likely duration of the delay or non-performance and the effect of the force majeure event on its ability to perform any of its obligations under this Agreement and shall update this information promptly on request by the other Party.
- B. use all reasonable endeavors to overcome the force majeure event as soon as practicable and limit the effect of the delay or non-performance on the other party



including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense, including on the part of the Provider, when required by Customer, providing alternative site to replace damaged or destroyed sites in accordance with the Relocation Right as applicable; and Reasonably after the cessation of the force majeure event, notify the other party thereof and resume full performance of its obligations under this Agreement.

10. Confidentiality

10.1 Each party will maintain as confidential at all times, and will not at any time, directly or indirectly (a) disclose or permit to be disclosed to any person, or (b) use for itself or to the detriment of the other party; any Confidential Information, except: (a) as required by law or regulation; (b) as expressly authorized in writing by the other party; or (c) to the extent reasonably required in relation to, or expressly permitted by this Agreement.

10.2 Nothing in this Agreement will prevent either party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental or regulatory requirement or any judicial agency pursuant to proceedings over which such agency has jurisdiction; provided however, that prior to any such disclosure, such party must (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the other party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the other party in defending against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure.

11. Operation and maintenance

11.1 Ethio telecom shall be responsible for providing, operating and maintaining its own facilities and equipment that enables the customer to provide Own services.



- 11.2 The customers are required to provide a point of contact for reporting and handling of Faults 24-hours a day, every day of the year. The designated Point of Contacts shall ensure that they may be contacted by telephone, authenticated company mail, online portal (if any), hotline and the party's designated Points of Contact shall provide to the other party through official letter.
- 11.3 A fault will be deemed 'started' when the fault is identified by Ethio telecom Helpdesk or, if earlier, the time the fault is reported by the customer and Ethio telecom confirms acceptance of the fault report. Ethio telecom shall not delay or withhold its acceptance of ownership of the fault.
- 11.4 As soon as possible after the fault has started:
- 11.4.1 Registration of the fault, analysis of the fault and any necessary dispatching of personnel by Ethio telecom will start;
 - 11.4.2 Ethio telecom shall notify Customer of the details of the fault, including its cause and consequences; and
 - 11.4.3 Ethio telecom shall remedy the fault and its consequences and take all reasonable action to prevent any recurrence of such failure and notify Customer of all such action taken.
- 11.5 Information on the progress of a fault rectification will be given to Customer on a case-by-case basis as agreed between the Parties.
- 11.6 A fault will be deemed to be 'ended' when Ethio telecom informs the Customer that the fault has been resolved and the Ticket is closed with a closing remark.
- 11.7 The fault will be considered closed when the Customer either accepts the fault



clearance information or confirms a successful re-test (e.g. Service has been restored).

11.8 If one of the Parties cannot agree that the fault is cleared, the fault shall not be closed until escalation and/or investigation has been satisfactorily carried out, using appropriate mechanisms previously agreed between both Parties

12. Access Procedures

12.1 Except for emergency situations, in the event that the Customer or any of its employees, representatives, agents, contractors, or subcontractors wishes to enter a site to perform any form of maintenance, repair, installation, or supervision of any of its Communications Equipment, the Customer shall notify Ethio telecom no less than two (2) Business days prior to such visit through a system developed by Ethio telecom (if any), or if that system is not available, through authenticated company email notification or written letter for the type of work to be performed. Customer shall provide a list of Customers personnel, and date, time of intended visit to the responsible Ethio telecoms unit and Ethio telecom shall assign its personnel so that the Customer shall access the sites accompanied by Ethio telecom personnel at the time of the notified visit.

12.2 The Customer shall request Ethio telecom site entrance ID (gate pass) for its responsible personnel that engaged in maintenance, repair, installation, or inspection of any of its Communications Equipment and shall hold their entrance ID (gate pass) upon access of the sites. Ethio telecom shall provide Site entrance ID (gate pass) to the Customer within three business day] from the date of customers' request.

12.3 Ethio telecom shall also be responsible to issue (and reissue when they expire) site entrance ID (gate pass) which will be valid at most for three months for Customers' personnel that are responsible for maintenance, repair, installation, or inspection of any



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- 12.4 The Customer shall respect Ethio telecom security rules (site access process and procedures) during access of a sites
- 12.5 In the event of an emergency situation in which the Customer or any of its employees, representative, agents, contractors, or subcontractors needs to enter a site to perform emergency repairs, to the extent possible, the Customer shall notify the responsible personnel of Ethio telecom or an alternative designated staff member by email and telephone or shall leave a message for responsible personnel of Ethio telecom or an alternative designated staff member and Ethio telecom shall assign its personnel immediately so that the Customer shall access the sites accompanied by Ethio telecom personnel. If they have not had any contact with the responsible personnel of Ethio telecom or an alternative designated staff member within 30 minutes after leaving such message (or such shorter period if the emergency dictates), the Customer has the right to access the sites. The Customer shall communicate through email to the responsible Ethio telecom Management as soon as practicable after the emergency repair have been made but in no event more than 6 hours after such repair have been completed. For emergency site access, the Customer shall strictly follow Ethio telecom's site access policy as set out in this Part 11.1.
- 12.6 Where, in this Agreement or any work order, Customer is entitled to access a Site and perform activities at that Site, any Contractor of Customer shall have the same right. In that case, Customer shall be responsible for the actions of its Contractors.



13. Applicable Law & Dispute Resolution

- 13.1 The execution, performance and interpretation of this contract shall be governed by the laws of the Federal Democratic Republic of Ethiopia.
- 13.2 Any dispute arising out of and/or related to this Contract shall be settled by the Parties amicably through negotiation.
- 13.3 Should Parties fail to reach an agreement, both parties agreed to submit their case only before the Competent Federal court at Addis Ababa, to which Ethio telecom is registered and conducts its business.

14. Notices

All notices of this Contract shall be sent by e-mail, fax or written letter, by the addresses defined hereunder, unless otherwise explicitly defined in this Contract.

Ethio telecom

Email:

PO.BOX 1047

Berhan Bank

Email:

P. O.BOX 387 code 1110

15. Termination

- 15.1 Should a Party violate any of its obligations or conditions of this contract, the other Party shall inform the Party, in writing, requesting to remedy the violation within a 45 (forty-five) days' time period, or such longer period as is agreed in writing by the parties. If the violation is not remedied within the agreed time period, the other Party is entitled to terminate the contract by granting 45 (forty-five) days prior notice in writing to the Party in breach, unless the Party in breach shall completely remedy the violation to the satisfaction of the other party during that period and satisfy the other Party that such violation has been remedied.



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15.2 Ethio telecom shall have the right to terminate this Contract and its services without prior notice if the customer commits any fraud, transfers the service to a third party, or use the service for unauthorized purpose.

16. Amendments

This contract may be modified or amended. No modification or amendment of this contract shall be valid, unless reduced into writing and signed by both parties.

17. Effectiveness and Terms of the Contract

17.1 This Contract shall commence as of the date of signature by both Parties. Where the Parties affix their signature at different times, the latter date shall be deemed the date of signature. If the date is not mentioned on the signature space, the date stated in the preamble of the Contract shall be deemed to be the date of signature of the Contract.

17.2 The term of the Contract shall be for 5 (Five) Year starting from the Effective date as defined in contract detail sheet. The Contract is considered as tacitly renewed for every Year unless terminated by either of the Parties with written notice.

17.3 If any of the party want to cancel the contract shall inform other party before 3 months, with written notice.





This Agreement may be signed in counterparts, each of which when taken together are one and the same instrument.

For Ethio telecom

Name: _____
Signature: [Signature]
Job Title: Jember Tadeke B2B Business Coordination Director
Date: _____

For Berhan Bank

Name: Beheyam Mesfin
Signature: [Signature]
Job Title: Director-Facility Management Department
Date: 18/07/2024



Witnesses

1. [Signature]
Signature: [Signature]
Date: 18/07/2024
Job Title: Daniel Berhanu Enterprise Business Manager (Financial Institutions)

2. [Signature]
Signature: [Signature]
Date: 18/07/2024
Job Title: Hestom Giselassie Enterprise Business Supervisor

1. [Signature]
Signature: [Signature]
Date: 18/07/24
Job Title: Mekemba Amare

2. [Signature]
Signature: [Signature]
Date: 18/07/2024
Job Title: Solomon Yazezew



Annex 1: Number of Racks subscribed

Customer Name	Service	Offering Name	Number of Rack	Price/Rack/ Month	Total Monthly Rent	Remark
Berhan Bank	Modular Data center Colocation	Modular_5kVA	8	89,999.00	719,992.00	All racks for DC & in same location

Note:

- ✓ All prices are VAT inclusive.
- ✓ Currency is in Birr.
- ✓ For the extra power consumption, the price will be calculated proportional to ratio of the power stated in the above offer. And maximum power consumption expected is not more than 8 kVA/rack.

