



# SERVICE LEVEL AGREEMENT (SLA)

BETWEEN

ETHIO TELECOM

AND

BERHAN BANK

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30/06/2025  




Bringing new possibilities



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## 1. Introduction

This Service Level Agreement (hereinafter referred to as “**SLA**” or “**Agreement**”) is made and entered by and between **Ethio-Telecom**, a public enterprise incorporated and operating under the laws of the Federal Democratic Republic of Ethiopia, whose head office is at Churchill Road, Lideta Sub-city, Woreda 10, P.O. Box 1047, Tel +251(0)115-505678, Addis Ababa, Ethiopia (hereinafter referred to as “**Ethio telecom**” or “**Service Provider**”) of one part, and

**Berhan Bank** an organization organized and existing under the laws with its principal office in City Addis Ababa Kifle Ketema Bole Woreda 3 house number TK building Tel 1161857 32/116630127 P.O. 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 is licensed by law to provide telecom and financial services in the Federal Democratic Republic of Ethiopia.

**WHEREAS**, Berhan Bank is desirous to obtain better quality of service in telecom services and willing to pay as per the Agreement.

**WHEREAS**, Ethio telecom and Berhan Bank have signed VPN and internet service contract (CAF) dated June 10/2025.

**WHEREAS**, for the quality of the services assurance, it is demanding to sign a Service Level Agreement (SLA) which defines Service Availability and Service Repair Time as well as the respective payments and penalties in the Service Availability and Service Repair Time of VPN and/or internet services. This Agreement thereby ensures the timely and efficient provisioning of requested telecom services.

**NOW THEREFORE**, the Parties have executed this Agreement under the terms and conditions indicated herein below on the Day of June 10/2025 in Addis Ababa, Ethiopia.

## 2. Objectives of SLA:

The objective of this SLA is to define the time for Ethio telecom to address Service Availability, Quality of Service and Service Repair Time for the VPN/or & internet services, as well as the

respective payments and penalties and to support Berhan Bank at various service priority levels (P0+, P0, P1 & P2).

### 3. Scope of SLA

This SLA applies to Enterprise customers of Ethio telecom for the Service Availability, Quality of Service and Service Repair Time for the VPN/or & internet services as well as the respective payments and penalties in the Service Availability and Quality of service parameters. The SLA shall be implemented in adherence with this SLA agreement and with appropriate telecom/IT sector laws and regulations of Ethiopia.

### 4. Definitions and acronyms

| No | Acronyms         | Definitions                                                                                                                                                           |
|----|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | SLA              | Shall mean an agreement between Ethio telecom and-----for network service availability, quality of service and repair time and respective payments and due penalties. |
| 2  | Service Provider | Shall mean Ethio telecom.                                                                                                                                             |
| 3  | Client           | Shall mean Berhan Bank.                                                                                                                                               |
| 4  | Service          | Shall mean internet service, or any other service provided by Ethio telecom depending on the context of usage of this agreement.                                      |
| 6  | GTTR             | Guaranteed Time to Repair <b>shall</b> mean a commitment of Ethio telecom to manage clients' complaints.                                                              |
| 7  | VPN              | Virtual Private Network                                                                                                                                               |
| 8  | LMT              | Labor, Material and Transportation                                                                                                                                    |
| 9  | KPI              | Key Performance Indicator                                                                                                                                             |
| 10 | P0+              | Priority level indicator for Head Offices, Data Center and Disaster Recovery for 24 hours                                                                             |
| 11 | P0               | Priority level indicator given for Head Offices, Data Center and Disaster Recovery Branches in Addis Ababa and regional capital                                       |

|    |             |                                                                                                                                                 |
|----|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
|    |             | cities for starting from 2:00 in the morning to 4:00 in the evening local time.                                                                 |
| 12 | <b>P1</b>   | Priority level indicator given for Branches in Addis Ababa, regional Capital Cities and major Zonal cities                                      |
| 13 | <b>P2</b>   | Priority level indicator given for branches in Regional Capitals and major Zonal cities                                                         |
| 14 | <b>QOS</b>  | Quality of Service                                                                                                                              |
| 15 | <b>MPLS</b> | Multiprotocol Label Switching- shall mean a standard based technology used to speed up the delivery of network packets over multiple protocols. |
| 16 | <b>HO</b>   | Head Offices                                                                                                                                    |
| 17 | <b>DC</b>   | Data Center                                                                                                                                     |
| 18 | <b>DR</b>   | Disaster Recovery                                                                                                                               |
| 19 | <b>CPE</b>  | Client Premise Equipment                                                                                                                        |
| 20 | <b>MBB</b>  | Mobile Broadband                                                                                                                                |
| 21 | <b>IP</b>   | Internet Protocol                                                                                                                               |
| 22 | <b>LAN</b>  | Local Area Network                                                                                                                              |
| 23 | <b>FBB</b>  | Fixed Broadband                                                                                                                                 |
| 24 | <b>CAF</b>  | Client Acquisition Form                                                                                                                         |

## 5. Rights and Obligations of Ethio Telecom

### Ethio Telecom Shall:

- 5.1 Provide the agreed services (annexed herewith) in a diligent, professional, transparent, responsible and efficient manner in accordance with the agreed timeline and standards set for Berhan Bank.
- 5.2 Render the services timely in accordance with the agreed timelines and date of deliveries stipulated in this agreement and the relevant Annexes.
- 5.3 Assign qualified and experienced personnel to perform the services.
- 5.4 Upgrade, enhance and modify the services and any deliverables included therein to make it up to date and be able to support the business of the Client.

5.5 Ethio telecom hereby acknowledges that such commitment to undertake the required upgradeability, enhancement and modification requested by Client or dictated by the industry is the essence of this agreement.

5.6 Provide the updated herein annexed services up on a mutual agreement of two parties herein.

5.7. Have unconditional right to suspend its services to prevent fraud. For the purpose of this SLA agreement fraud is defines as using the apparatus (VPN and other resources) and the links given to the Berhan Bank for illegal purposes.

5.8. The three (3) Days prior notice is required, among others, to maintain, or repair system components. It is reasonable for the good of both parties to repair the fault/damaged component without waiting much time-for "**convenient time to both parties**". The service should be resume immediately after the task is solve. Ethio telecom shall not be responsible for these system failures and/or service problems where its service is suspended based on the above grounds or interruption is caused by force majeure.

5.9. Not in any manner be responsible for service interruption due to electric power outage/down that extends beyond 4(four) hours within 24 hours.

5.10. Have the right to revise service charges and any other charges in consultation and upon reaching a prior agreement with the Client. If the change is reduction in tariff, Ethio telecom will inform about the changes to the Clients.

5.11 Send SMS/email alert for "Company name" expert from Ethio telecom monitoring team when there is service outage.

5.12 The system shall allow existing customers to upgrade the internet link to premium class.

5.13 Not apply any inspection/filtering that harms the performance of Berhan Bank traffic.

## 6. Rights and Obligations of Berhan Bank

**Berhan Bank shall:**

6.1 Use services of Ethio telecom in a non-malicious manner and promptly report problems that are encountered as per this contractual agreement.

6.2 Pay all the monthly charges starting from the activation date of the service as per this SLA.



- 6.3. Not try to diagnose or maintain Ethio telecom equipment for any reason by its IT personnel. Ethio telecom may support providing post-factum forensics for incidents upon request.
- 6.4. Provide reasonably necessary input and support when needed.
- 6.5 Respect reasonable safety and security prohibitions laid down by Ethio telecom in respect to telecom equipment that are connected with the relevant network.
- 6.6 Not transfer or assign the rights and obligations provided in this (SLA), including transfer or sale of the services to third party without written consent of Ethio telecom.
- 6.7. Report and refrain from any fraudulent act.
- 6.8. Have the right to present its complaints to Ethio telecom for any service-related problems and Ethio telecom shall give a response within a reasonable time.
- 6.9. Upon demand, allow 24/7 access of its premises to Ethio telecom, and show utmost cooperation. Client company name' professional staff may accompany Ethio telecom team.
- 6.10. Agree to pay SLA package price in addition to the primary connection price as details provided in the annexes attached hereto.
- 6.11 While bandwidth upgrading, the Client should check the capability of all relevant equipment to support the upgraded access speed.
- 6.12 Its local area network (LAN) and premise equipment (CPE) should meet standards and support failovers.
- 6.13. Not use the backup (wired, wireless or mobile) for load balance. It should be used for failovers only.
- 6.14. Be ensure that its LAN equipment capacity should be enough for the traffic demand.
- 6.15. Make equipment (CPE) accessible for network monitoring purpose.
- 6.16. Allow access to the required CPE, share IP address and /or allow ping as required by Ethio telecom
- 6.17. Make sure that the main link shall be fiber (advisable), to support higher bandwidth connectivity, to have faster connection and higher signal strength.
- 6.18. Assign capable network administrator/technical person in its LAN side.
- 6.19. If Ethio telecom cannot provide the CPE, shall provide its own CPE, from the open market or from Ethio telecom partners in consultation with Ethio telecom technical team for the equipment specifications requirements test.
- 6.20. Have its own network-monitoring tool.

**6.21.** Communicate/inform as per this SLA to Ethio telecom when contact person or contact person address is changed.

## 7. SLA Parameters and Priority Levels:

- 7.1. Service Availability:** This will measure the total amount of time a specific service is available for a client without disturbance or failures within a specific period (month). Ethio telecom will ensure service availability by providing backup connections for the primary connection.
- 7.2. Guaranteed Time to Repair (GTTR):** This will measure the average time required to maintain a failed service within a specific period (Month).
- 7.3. Quality of Service (QoS):** This will be measured by three KPIs: Packet Loss, Latency and Jitter considering with bandwidth utilization as annexed attachment herewith.
- 7.4 P0+ & P0 in Addis Ababa coverage:** Monday to Sunday- 24 hours.
- 7.5 P0 in regions coverage:** Monday to Sunday, starting from 2:00 in the morning to 4:00 in the evening local time.
- 7.6 P1 coverage:** Monday to Saturday, starting from 2:00 in the morning to 4:00 in the evening local time.
- 7.7 P2 coverage:** Monday to Saturday, starting from 2:00 in the morning to 11:00 in the evening local time.
- 7.8 SLA services are categorized under five priority levels with different pricing and penalty structure.**
- 7.9 Coverage time for the priority levels is indicated as follows.**

Table 1: SLA Parameters and Priority Levels

| Priority Level | Location                                                        | Coverage Time |
|----------------|-----------------------------------------------------------------|---------------|
| P0+            | Head Offices/Data Center & Disaster Recovery (HO/DC & DR)       | 24 Hrs.       |
| P0             | HO/DC & DR + Branches in Addis Ababa + Regional Capital Cities* | 24/14 Hrs.    |

|    |                                                                        |         |
|----|------------------------------------------------------------------------|---------|
| P1 | Branches in Addis Ababa + Regional Capital Cities + Major Zonal Cities | 14 Hrs. |
| P2 | Branches in Regional Capitals + Major Zonal Cities                     | 9 Hrs.  |

## 8. Service Provisioning

**8.1** Provisioning is not part of the SLA package. It is Ethio telecom's internal KPI and prerequisite for Ethio telecom and shall make the best effort to shorten the service provisioning to make the Client experience better.

**8.2** Provisioning will measure the total amount of time Ethio telecom needs to provide a specific service to Client.

**8.3** Ethio telecom should give priority to the SLA service provisioning orders than others.

**8.4** The Client shall sign e-CAF and SLA up on subscription.

**8.5** Service activation will be applied on the date of subscription and bill will be generated on the preferred bill cycle.

Table 2: Service-Provisioning Target

| Description          | Service Type              | Provisioning Target |
|----------------------|---------------------------|---------------------|
| Service Provisioning | FBB (Internet and/or VPN) | 3 days              |
|                      | MBB Internet              | 15 Minute           |
|                      | MBB VPN                   | 2 Days              |

Normal provisioning will be do when primary and secondary resource is available.

Table 3: Provisioning (for primary and secondary resource)

| Activity             | Service type     | GTTP target |
|----------------------|------------------|-------------|
| Service provisioning | FBB Internet/VPN | 3 Days      |
|                      | MBB Internet     | 15 Minute   |
|                      | MBB VPN          | 2 Days      |

- a. Tailored service will be given where there is no primary and secondary line

Table 4: Provisioning for Tailored Service

| Activity             | Service type     | GTTP target                                 |
|----------------------|------------------|---------------------------------------------|
| Service Provisioning | FBB Internet/VPN | 30 days (10 days survey + 20 days delivery) |

## 9. Guaranteed Time to Repair (GTTR)

| Priority Level  | P0+ | P0 | P1    | P2 |
|-----------------|-----|----|-------|----|
| GTTR (In Hours) | 2   | 4  | 8/12* | 12 |

Note: -

- ✓ \*12 hour's repair time applies for branches in regional capital cities and major zones as applicable.

## 10. Service Availability

**10.1** Service Availability will measure the total amount of time a specific service is available for the Clients without disturbance or failures within a specific period (month).

Table 5: Service Availability Parameters with respective priorities

| Priority Level       | P0+   | P0     | P1  | P2  |
|----------------------|-------|--------|-----|-----|
| Service Availability | 99.9% | 99.50% | 97% | 96% |

Note: -

1. Service Availability will be supported with backup connections.
2. Having a package offer with one backup service is mandatory for P0+, P0, P1 and P2 Client.
3. SLA for Service Availability will be applicable for both Internet and local MPLS VPN connections.
4. The percentage of total service performance will be measured as indicates bellows:

$$A = (1 - (NA / (CH * ND))) * 100\%$$

Table 6: Formula for Service Availability Calculation



|      |                                                                                                                                       |
|------|---------------------------------------------------------------------------------------------------------------------------------------|
| "A"  | Percentage of Service Availability in a Specific Month                                                                                |
| "NA" | The number of hours the service is unavailable in a Specific Month                                                                    |
| "CH" | SLA coverage hours (for P0+ = 24 Hrs., for P0 in AA = 24 Hrs., for P0 in regional cities = 14 Hrs., for P1 = 14 Hrs., for P2 = 9 Hrs) |
| "ND" | Total number of days in a Specific Month.                                                                                             |

## 11. Service Availability SLA Packages Price (For Internet and Local MPLS VPN).

- 11.1 The Client will pay monthly fee for primary line plus SLA price.
- 11.2 The Client price is based on the monthly rent of the primary connection/offering.
- 11.3 SLA price does not include LMT (Labor, Material and Transport) costs.
- 11.4 The SLA price for P1 and P2 is applicable both for fixed wired/wireless if the resource is available and provided as a backup.
- 11.5 The price is also applicable for mobile broadband (Internet and VPN).

Table 7: Price for Internet and VPN service

| Customer Priority | SLA Price (Base primary offer monthly fee) |
|-------------------|--------------------------------------------|
| P0+               | 25%                                        |
| P0                | 20%                                        |
| P1                | 17.5%                                      |
| P2                | 15%                                        |

## 12. Backup

**12.1 Minimum bandwidth subscription for SLA clients is 20Mbps except VCC, corporate and mission critical customers.**

**12.2 LMT fee will be cover by clients for backup connections (for both Internet and VPN) for those who subscribe less than 100Mbps except corporate, VCC and mission critical clients.**



**12.3** The cost of modem and wireless equipment's for backup shall be cover by Ethio telecom for VCC, Corporate and mission critical customers only.

**12.4** Ethio telecom shall provide modem in free for all clients if there is a network upgrade from Ethio telecom side without the request of the clients.

**12.5** Clients should cover modem replacement cost when there is a modem damage.

**12.6** The Client will pay subscription fee and LMT cost for primary connection in instalment bases, to make ease of doing business for customer.

Table 9: Backups will be provided for each priority level

| Priority level | Backup                        |  |
|----------------|-------------------------------|--|
| P0+            | 1 (1 Wired or 1 Wireless FBB) |  |
| P0             |                               |  |
| P1             | 1 (MBB VPN or Internet)       |  |
| P2             |                               |  |

## 12. SLA Subscription Fee.

**13.1** The subscription fee will be zero for SLA back up service i.e. The Client will not pay subscription fee for Internet and Local MPLS VPN services.

**13.2** For the primary offering, the prevailing subscription fee will be apply.

## 14. Penalties

**14.1** The penalty amount will be calculate from basic monthly rent of the primary connection.

**14.2** Penalty for non-compliance with this SLA for GTTR, Service Availability and Quality of Service (QoS) are indicated in the below respective tables.

Table 10: Penalty for GTTR (Guaranteed Time to Repair) in Percentage

| Priority Level | Proposed MTTR Range  | Penalty                                   |
|----------------|----------------------|-------------------------------------------|
| P0+            | 2 Hour < O ≤ 4 Hours | 12.5% of the monthly rent                 |
|                | 4 Hour < O ≤ 6 Hours | 25% of the monthly rent                   |
|                | 6 Hour < O ≤ 8 Hours | 37.5% of the monthly rent                 |
|                | > 8 Hours            | The Client will not pay the monthly rent. |

|                                               |                        |                                           |
|-----------------------------------------------|------------------------|-------------------------------------------|
| P0                                            | 4 Hour < O ≤ 6 Hours   | 12.5% of the monthly rent                 |
|                                               | 6 Hour < O ≤ 8 Hours   | 25% of the monthly rent                   |
|                                               | 8 Hour < O ≤ 3 Days    | 37.5% of the monthly rent                 |
|                                               | > 3 Days               | The Client will not pay the monthly rent. |
| P1(For Addis Ababa)                           | 8 Hour < O ≤ 10 Hours  | 12.5% of the monthly rent                 |
|                                               | 10 Hour < O ≤ 12 Hours | 25% of the monthly rent                   |
|                                               | 12 Hour < O ≤ 4 Days   | 37.5% of the monthly rent                 |
|                                               | > 5 Days               | The Client will not pay the monthly rent. |
| P1 (For regional capital city & Major zones)) | 12 Hour < O ≤ 18 Hours | 12.5% of the monthly rent                 |
|                                               | 18 Hour < O ≤ 36 Hours | 25% of the monthly rent                   |
|                                               | 36 Hour < O ≤ 5 Days   | 37.5% of the monthly rent                 |
|                                               | > 5 Days               | The Client will not pay the monthly rent. |
| P2                                            | 12 Hour < O ≤ 24 Hours | 12.5% of the monthly rent                 |
|                                               | 24 Hour < O ≤ 48 days  | 25% of the monthly rent                   |
|                                               | 48 days < O ≤ 5 days   | 37.5% of the monthly rent                 |
|                                               | >5 days                | The Client will not pay the monthly rent. |

Table 11: Penalty for Service Availability in Percentage

| Priority Level | Proposed availability range | Penalty                                  |
|----------------|-----------------------------|------------------------------------------|
| P0+ (99.98%)   | 99.98% > A ≥ 98.9%          | 12.5% of the monthly rent                |
|                | 98.9% > A ≥ 97%             | 25% of the monthly rent                  |
|                | 97% > A ≥ 96%               | 37.5% of the monthly rent                |
|                | A < 96%                     | The Client will not pay the monthly rent |
| P0 (99.5%)     | 99.5% > A ≥ 98%             | 12.5% of the monthly rent                |
|                | 98% > A ≥ 96%               | 25% of the monthly rent                  |
|                | 96% > A ≥ 95%               | 37.5% of the monthly rent                |
|                | A < 95%                     | The Client will not pay the monthly rent |
| P1 (97%)       | 97% > A ≥ 96%               | 12.5% of the monthly rent                |

|          |                   |                                           |
|----------|-------------------|-------------------------------------------|
| P2 (96%) | 96% > A ≥ 95.5%   | 25% of the monthly rent                   |
|          | 95.5% > A ≥ 95%   | 37.5% of the monthly rent                 |
|          | A < 95%           | The Client will not pay the monthly rent  |
|          |                   |                                           |
| P2 (96%) | 96% > A ≥ 95.5%   | 12.5% of the monthly rent                 |
|          | 95.5% > A ≥ 95.2% | 25% of the monthly rent                   |
|          | 95.2% > A ≥ 95%   | 37.5% of the monthly rent                 |
|          | A < 95%           | The Client will not pay the monthly rent. |

Table 12: Backup offer for SLA Signing Client

| Priority level | Backup                        |
|----------------|-------------------------------|
| P0+            | 1 (1 Wired or 1 Wireless FBB) |
| P0             |                               |
| P1             | 1 (MBB VPN or Internet)       |
| P2             |                               |

**14.3** The collective incident report with all parameters will be measured and penalty will be calculate incorporating the penalty exclusion points, technical feedback and overall, Root Cause Analysis (RCA) at the end of billing month. The total penalty to Ethio telecom shall not exceed the monthly rent of primary connection for both business and premium SLA package, even though the total amount of penalty for two or more parameters exceeds the monthly rent of primary offering. And, if Service Availability and GTTR penalty happened at the same time Ethio telecom shall be penalized by one of the two parameters, with the highest penalty amount.

## 15. SLA Exclusion Points

Ethio telecom shall not be liable for not meeting SLA in the following conditions:

- 15.1** Commercial power related service failures: (after four hours of commercial power outage)
- 15.2** Actions of the Client: Faulty of Client infrastructure or internal wiring
- 15.3** Wrong service address and dedicated contact number of the Client.
- 15.4** Inaccessibility of the client/contact person when Ethio telecom technical team requires to reach out.

- 15.5** If the Client could not be reach for any reason, the non-availability period will be froze until Ethio telecom (or its representative) is able to get the customer and service location to resolve the outage that identified.
- 15.6** If the Client refuse to allow Ethio telecom (or its representative) access to the service location to restore the service availability.
- 15.7** Delay in obtaining the accurate information from the Client.
- 15.8** Preventive/planned maintenance/or rehabilitation: service interruption due to work scheduled by Ethio telecom/or SLA Client will not be considered as an incident. Each party should give **three-(3) calendar day's** prior notice about the plan.
- 15.9** Request for service modification by the Client will not be consider as incident.
- 15.10** The Client IP is IPV4 and it is recommended to change the IP to IPV6 but if the Client did not comply it.
- 15.11** Force majeure:
- Any occurrence that results for the parties involved not to carry out their responsibility as per the SLA agreement in the context of Ethiopian low.
  - Event must be unforeseeable, external and irresistible.
  - Include the following but not limited to:
    - Terrorist attacks, and pandemic or natural disaster that fall under the "beyond company capacity" category, such as flood, earthquake, or hurricane, international or civil war.

## 16. Non-Compliance Management

- 16.1** In the event of non-compliance with one or more Service Level Agreements, is Client's responsibility to request Ethio telecom for payment of the penalties defined.
- 16.2** The Client shall claim the penalty within thirty (30) calendar days from the effect of notification by Ethio telecom.
- 16.3** Penalties shall be deducted from the Client's next due invoice following acceptance by Ethio telecom.
- 16.4** Non-compliance by Ethio telecom with a Service Level agreement does not exempt Client from its obligation to pay for the services subscribed to Ethio telecom on due date.



- 16.5** If non-compliance with a Service Level Agreement by Ethio telecom creates the need for an audit, Ethio telecom commits not to invoice Client for that audit.

## **17. Service Charges and Payment Mechanism**

- 17.1** The Client shall make the monthly SLA payment during the bill collection period of the month within 15 days up on the receipt of invoice for the respective month.
- 17.2** If the Client disputes in good faith, any charge on any invoice, it will notify Ethio telecom within five (5) days of receipt of the invoice. Furthermore, Client shall, in such case, settle the bill first and Ethio telecom shall receive and undertake an investigation within a reasonable period of time into the disputed amount and notify to Client the outcome of the investigation. Based on the investigation if the amount paid by Client is more than the due, then Ethio telecom shall reimburse the excess payment based on the applicable law.

## **18. Support Helpdesk and Other Contacts**

- 18.1** Ethio telecom will dedicate appropriate staff 24/7 that will be responsible for the proper execution of the SLA.
- 18.2** Dedicated communication stream of Ethio telecom will compile, prepare and submit monthly reports to Client on the implementation of the SLA.

## **19. Applicable Law & Dispute Settlement**

- 19.1** The laws and regulations of the Federal Democratic Republic of Ethiopia (FDRE) shall govern the execution, performance and interpretation of this Agreement.
- 19.2** The Parties shall use their best efforts to settle their dispute in connection with this Agreement amicably. If the Parties fail to reach such an amicable settlement, either Party may refer such differences to competent Federal Courts located in Addis Ababa.
- 19.3** The provisions of the relevant law shall govern all other matters in relation to this Agreement that are not specifically dealt within this Agreement or/and annexes.

## **20. Entire Agreement**

- 20.1** This Service Level Agreement (SLA) and the applicable subscription Agreements signed between the Parties shall be deemed to constitute the entire Agreement between

the Parties. However, in case of difference or duplication between the Service Level Agreement (SLA) and the earlier agreements, the terms and conditions of this Service Level Agreement (SLA) shall prevail.

## 21. Termination

**21.1** Should the Client or Ethio telecom violate any of its obligations or conditions of this SLA, the non-defaulting Party shall be entitled to terminate this SLA by granting thirty-(30) calendar days prior notice in writing to the party in breach. Unless the default party shall completely remedy the violation during that period and satisfy the other Party that such violation has been remedy.

**21.2** If the customer subscribes to the 5-year SLA offer, they will benefit from a 25% discount on the primary connection price. If the customer decides to terminate the contract before the completion of the 5-year contract term, they will be required to pay the 25% discounted rate for all the months during which the SLA service was utilized. So, the penalty amount will be 25% of the basic connection price multiplied by the number of months the service was actively used.

**21.3** Ethio telecom has the right to terminate this SLA and its services without prior notice if Client commits any fraud, transfers the service to a third party, use the service for unauthorized purpose, or fails to settle its bill as per the bill settlement period of this SLA.

**21.4** Either Party is entitled unilaterally terminate this Agreement for convenience any time by providing Ninety (90) calendar days prior written notice to the other Party.

**21.5** Where the Service Level Agreement (SLA) is terminated, irrespective of the reasons for termination, the rights and obligations of the respective Parties agreed in the Service Level Agreement (SLA) shall cease and

**21.6** The original service subscription agreement (CAF) terms and conditions for each service shall be automatically apply.

**21.7** Notwithstanding anything to the contrary contained herein, all the obligations of the Parties as accrued prior to the date of termination shall remain effective and survive termination.



## 22. Effectiveness and Term of the Agreement.

22.1. This Agreement shall remain in full force and effect for five (5) years counted from the last date of signature by the Parties as specified on the signature page hereof ("**Effective Date**"), unless terminated earlier in accordance with the terms and conditions of this Agreement. At the end of the Initial Term, this Agreement will automatically renew for an additional five (5) years term ("**Renewal Term**"), unless either Party gives three (3) months written notice of termination prior to the expiry of the Initial Term.

## 23. Notices

All notices under the terms of this Agreement to any Party shall be addressed to the person mentioned herein below and shall be sent in writing and send by an email or fax or Letter. Any such notice, request or consent shall be deemed to have been give or made when delivered or when received by such party at the following address:

### **Ethio telecom**

Addis Ababa, Ethiopia,

Tel: 251-11-554-33-01

P.O. Box :1047

Attention: \_\_\_\_\_

### **Berhan Bank**

Adis Ababa, Ethiopia,

Tel: +251 116 62 34 31

P.O. Box: 387 Code 1110

Attention: \_\_\_\_\_

## 24. Miscellaneous

- a. **Data Protection:** Each Party (including its employees, representatives, subcontractors, and affiliates) shall, in its collection, controlling, transferring, processing, disclosure, or any other use of personal data, comply and adhere to the requirements of all mandatory applicable laws, regulations, or legal requirements, including but not limited to EU GDPR regulations and rules (as amended, supplemented, and replaced from time to time). "Data Protection Laws", and use only for purposes arising out of or in relation to the Agreement. Each party agrees to guarantee and have adequate measures in place to ensure that the Party, and its staff, agents, partners, employees, representatives, insurers, legal advisers and sub-

contractors comply at all times with the provisions and obligations in the Data Protection Laws.

- b. **Confidentiality:** Each Party ("**Receiving Party**") shall not disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of this Agreement. Any technical, financial or commercial information ("**Information**") received from the other Party ("**Disclosing Party**") in whatever form under or in connection with this Agreement without the prior written consent of the Disclosing Party. The foregoing limitation on confidentiality shall not apply to Information which:
- was in the possession of the Receiving Party prior to disclosure hereunder; or
  - was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or
  - was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or
  - Is require disclosing by virtue of any mandatory legislative requirement or court order.
- c. **Waiver:** Waiver by either Party hereto of any breach or non-fulfillment by the other Party of any provision of this Agreement shall not be deemed to be a waiver of any subsequent or other breach of that or any other provision hereof. And no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof. No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.
- d. **Amendments:** This Agreement may be modified or amend whenever needed to be. No modification or amendment of this Agreement shall be valid, unless reduce into write and sign by both Parties.
- e. **Assignment:** Neither Party may subcontract, assign or transfer any of its rights or duties under this Agreement without the prior written consent of the other Party.
- f. **Independent Contractors:** It is expressly understood that Ethio telecom and Client are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

- g. **Severability:** If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby and this Agreement shall be interpreted as if such provisions were not contained herein.
- h. **Inconsistency:** In the event of any conflict or inconsistency between the terms and conditions this Agreement and any other terms and conditions under any of the Annexes attached herewith, this Agreement shall take precedence and prevail.
- i. **Counterparts:** This Agreement may be executed in (2) two, each of which shall be deemed an original, but all counterparts shall together constitute one and the same document. Each of the Parties shall take one original documents

For and on behalf of Ethio telecom

For and on behalf of Berhan Bank

Name: Daniel Berhanu  
 Title: Enterprise Business Manager  
 Signature: [Signature]  
 Date: 30 June 2025

Name: Tamru Behaga  
 Title: Director - Supply Chain & Contract Management Department  
 Signature: [Signature]  
 Date: 30/06/2025

**Witnesses:**

1. Name: Haftom G/relassie  
 Title: Enterprise Business Supervisor  
 Signature: [Signature]  
 Date: 30/06/2025

2. Name: Fetya Neeredin  
 Title: Enterprise Business Supervisor  
 Signature: [Signature]  
 Date: 30-06-2025

1. Name: Yared Assef  
 Signature: [Signature]  
 Date: 30/06/2025

2. Name: Baris Alemu  
 Signature: [Signature]  
 Date: 30/06/2025

### Annex 1:- Service information

| Beran Name   | Primary Link Service Number | Primary WAN IP | Backup Service Number | Backup WAN IP  | Service Type | Speed | Zone | Priority | Agreement Period for |
|--------------|-----------------------------|----------------|-----------------------|----------------|--------------|-------|------|----------|----------------------|
| HQ - Tk      | 999938987596                | 10.130.216.52  | 19100239019           | 10.130.220.228 | VPN          | 300Mb | EAAZ | P0+      | 5 years              |
| HQ- Womsadco | 9990081465                  | 10.130.224.60  | 94102300765           | 10.130.77.28   | VPN          | 300Mb | EAAZ | P0+      | 5 years              |

### Annex 2: - Monthly payment

Monthly rent for primary links birr **138,120.00**

Monthly SLA payment birr **34,530.00**

Total monthly rent birr **172,650.00**

- Any forms of taxes including but not limited to VAT, fees, duties, charges and or levies that may ensue because of sale or delivery of the services herein, or in connection with this Agreement shall be cover by Ethio telecom. Payments under this Agreement shall be made by Berhan Bank at the foot of Ethio telecom's invoice and shall be made payable through wire transfer to the bank account details provided below:

#### Ethio-Telecom Bank Account Details:

- The currency of payment of the service fee herein is in ETB and shall be made payable the monthly SLA payment during the bill collection period of the month within 15 calendar days up on the receipt of invoice by Berhan Bank.

#### Note:

- ✓ If the Client requests additional SLA for other links, this annex will be updated accordingly in line with this SLA.

