



# ETHIO TELECOM

## REFERENCE INFRASTRUCTURE SHARING OFFER(RISO)

***November 2025***

## Table of Contents

Introduction .....	5
PREAMBLE .....	6
1. DEFINITIONS .....	7
2. SCOPE OF THE OFFER .....	19
3. PROVISION OF THE SERVICES .....	19
4. NON – RESTRICTION .....	20
5. FEES AND PAYMENTS .....	20
6. REPORTS AND MEETINGS .....	22
7. PROVIDER AND SEEKER PERSONNEL .....	23
8. KEY PERSONNEL ROLES .....	24
9. SEEKER PROJECT MANAGER .....	24
10. PROVIDER PROJECT MANAGER .....	24
11. SUB-CONTRACTORS .....	25
12. CHANGE MONITORING .....	26
13. TECHNICAL EVOLUTION .....	26
14. BUSINESS CONTINUITY PLAN .....	26
15. REPRESENTATIONS, WARRANTIES AND UNDERTAKING .....	26
16. SANCTIONS AND TRADE CONTROLS .....	27
17. ANTI-BRIBERY AND ANTI-CORRUPTION .....	28
18. RELEVANT RECORDS RETENTION .....	29
19. PROVISION OF INFORMATION .....	29
20. CONFIDENTIALITY .....	30
21. STEP IN .....	32
22. REGULATORY CHANGE .....	33
23. INTELLECTUAL PROPERTY .....	33
24. INTERFERENCE WITH OTHER SERVICES .....	34
25. INDEMNITIES AND INSURANCE .....	35
26. COMPLIANCE .....	37
27. TERM .....	38
28. TERMINATION .....	38
29. LIABILITY .....	39

30. CONSEQUENCES OF TERMINATION .....	40
31. EXIT ASSISTANCE .....	41
32. FORCE MAJEURE.....	42
33. ASSIGNMENT OF RIGHTS AND OBLIGATIONS.....	43
34. NOTICE.....	43
35. ENTIRE OFFER.....	44
36. DISPUTE RESOLUTION .....	45
37. GENERAL.....	45
38. COUNTERPARTS.....	47
39. EFFECTIVE DATE OF THE OFFER.....	47
SCHEDULE 1.....	49
SERVICE DESCRIPTION: TOWER AND POWER SERVICE .....	49
1. Introduction.....	49
2. Service Description.....	49
3. Access and health and Safety .....	52
4. Chargeable Service Activities.....	52
5. Cancellation of an Application for Tower and Power Use Service .....	52
6. Withdrawal of Tower and Power use Services.....	52
7. Interference.....	53
SCHEDULE 2.....	53
SERVICE DESCRIPTION: SWITCHING ROOM COLLOCATION SERVICE.....	53
SCHEDULE 3.....	57
SERVICE DESCRIPTION: TRANSMISSION CAPACITY SERVICE .....	57
SCHEDULE 4.....	61
WORK ORDER AND IMPLEMENTATION TERMS AND CONDITIONS.....	61
SCHEDULE 5.....	82
SERVICE FEES: TOWER AND POWER SERVICE.....	82
SCHEDULE 6.....	88
SERVICE FEES: SWITCHING ROOM COLLOCATION SERVICE .....	88
SCHEDULE 7.....	92
SERVICE FEES: TRANSMISSION CAPACITY SERVICE AND DUCT SERVICE .....	92
SCHEDULE 8.....	97
ALLOCATED SPACE.....	97

SCHEDULE 9 .....	98
SERVICE LEVEL OFFER .....	98
SCHEDULE 10 .....	105
ACCESS PROCEDURES AND HEALTH AND SAFETY REQUIREMENTS .....	105
SCHEDULE 11 .....	111
CHANGE MONITORING .....	111
SCHEDULE 12 .....	115
GOVERNANCE, REPORT AND MANAGEMENT INFORMATION .....	115
SCHEDULE 13 .....	117
EXIT MANAGEMENT .....	117
SCHEDULE 14 .....	119
RESPONSIBILITY MATRIX .....	119



## Introduction

Ethio telecom is established by regulation number 197/2010 as amended by regulation number 480/2013 to provide telecom service in Ethiopia. The company also secured a telecom operating license from communication authority in May 2022 by which the company is granted the right to continue operating, maintaining its telecommunications network and provisioning of telecommunication services throughout Ethiopia under communication service proclamation number 1148/2019.

Ethio-telecom, according to the telecommunication network Infrastructure sharing and colocation directive number 791/2021 Article 16, is obliged to prepare and file RISO with the authority in 30 working days after being directed by the authority to do so.

This RISO offer sets out the terms and conditions upon which Ethio-telecom will supply infrastructure related services to the infrastructure Seeker, as well as the acceptance procedures by which the infrastructure Seeker accepts the terms of this RISO.

This reference offer is made by:

The access provider Ethio telecom having its principal place of business located at Churchill Road, Lideta Sub-city, Woreda 10, Addis Ababa, Ethiopia to provide infrastructure sharing and collocation service for seeker.

The ..... having its principal place of business at \_\_\_\_\_, , Addis Ababa, Ethiopia

WHEREAS

- a. The partner is in possession of a valid License, to provide telecommunications services pursuant to the provisions of the Law.
- b. Ethio Telecom is in possession of a valid License to provide telecommunication services pursuant to the provisions of the Law.
- c. Each Party, as the Infrastructure sharing and colocation Provider, has agreed to provide Infrastructure sharing and colocation to its networks to the other Party, as the Infrastructure sharing and colocation Seeker, in accordance with the Ethiopian Communications Authority's Telecommunications Infrastructure sharing and colocation Directive, as amended or superseded from time to time and to the supply of services and facilities on the terms and conditions as provided for in this Offer.

d. Subject to the Telecommunications Infrastructure Sharing and Colocation Directive, the Parties agree that the Offer shall govern the terms and conditions of Infrastructure sharing and Colocation, through which the infrastructure sharing and colocation Provider shall provide the infrastructure sharing and colocation Services to the Infrastructure sharing and Colocation Seeker.

The Infrastructure Sharing and Collocation provider and Infrastructure Sharing and Collocation Seeker shall collectively be referred to as the "Parties" and individually as the "Party" in the in the RISO.

## **PREAMBLE**

**WHEREAS** the Parties are each holder of a Unified Telecommunications Service License ("License") granted by the Ethiopian Communications Authority and are permitted to enter Infrastructure Sharing and Collocation offers in accordance with the Communications Proclamation No. 1148/2019, their License and the Telecommunications Infrastructure Sharing and Collocation Directive.

**WHEREAS**, the Infrastructure Sharing and Collocation seeker is desirous to seek Passive Infrastructures, including sites, buildings, shelters, ground space, towers, masts, Power supply, Generators, UPS, poles, main/commercial power supply, air Conditioner, transmission capacity, Switching room collocation, and other services like physical security.

**WHEREAS** the Infrastructure Sharing and Collocation Provider is engaged in the provision of the stated services.

**WHEREAS**, in consideration of the payments to be made by the seeker to the Provider as herein after mentioned, the Provider hereby agrees with the seeker to render the required level of services effectively and efficiently and to remedy defects therein, in conformity in all respects with the provisions of the Contract.

## 1. DEFINITIONS

1.1 In consideration of the mutual covenant and obligations contained in this Offer, the Parties hereby agree with the definition as follows:

**Active Infrastructure:** means the elements or components on the active layer of a Telecommunications Network, including, but not limited to, antennas, radio access nodes, and transmission equipment.

**Additional Communications Equipment:** means the Seeker's communication equipment installed at the additional space, which is requested through work order.

**Additional space:** means any space (including spaces on tower, ground, shelter, buildings, and Switching rooms) in addition to the Allocated Space, which is not leased or licensed to any seeker for the provision of communication service, which is requested by Seeker.

**Advance Payment:** means the payment to be made, in respect of any work order for the Tower and Power Service, the Switching Room Collocation Service and the Transmission Capacity Service, in accordance with clause 3 of Schedules 5-7.

**Advance Payment Date:** means, in respect of any work order, the date on which the Provider receives the Advance Payment from Seeker.

**Affiliate:** means, in relation to any person, each other entity, which is directly or indirectly controlled by or is under direct or indirect common control with that person, in each case from time to time:

**Allocated space** means any space (including spaces on tower, ground, shelter, buildings, and Switching rooms) leased or licensed to the Seeker for the provision of communication service, as indicated on a diagram attached to a work order.

**Applicable Laws:** means any Ethiopian law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority in Ethiopia with legal authority, each as relevant to each of the Parties and the carrying out of its respective business.

**Approvals:** means any license, permit, consent, determination, certificate or notice required to be granted by a third party (including under any relevant environmental or planning laws or other requirement of any government authority, body or other organization in FDRE and all relevant

network, carrier, infrastructure and apparatus, license) to the relevant party in connection with and that are necessary for the performance by the relevant party of its obligations under this Offer:

**Available space:** means space at any site that is available for collocation service such that neither Provider nor any third party is using that space under a legally enforceable right to use.

**Bank account** means the bank account notified to the Seeker by the Provider on the relevant written notice, which shall be a bank account located in the FDRE;

**Billing Period:** means the calendar monthly periods for billing under this Offer.

**Build-to-suit** means an approach between the Parties for the provision of certain build-to-suit service requested by the Seeker under the scope of this offer after the effective date.

**Business continuity plan** means the business continuity plan produced and maintained in accordance with clause 14;

**Business days:** means all days excluding Saturday, Sunday and public holidays declared by the FDRE.

**Calendar days:** means all days including Saturday, Sunday and public holidays declared by the FDRE.

**Central Earth Point:** means a point provided in all Sites where the electrical earth of all equipment is terminated.

**Change:** means any change to the terms and conditions agreed under this Offer and/or to any of the Services.

**Change monitoring procedure** means the procedure for change set out in Schedule 11 (Change monitoring);

**Change request** means any written request by either party for a change pursuant to the change monitoring procedure.

**Collocation:** means the placement of network equipment or systems, which are used for service provision by a Seeker together with network equipment or systems installed at premises of Provider at a technically feasible location based on offer reached between them.

**Communication Equipment:** means with respect to any site, transmitting and/or receiving equipment owned or controlled by any member of the Provider, Seeker or a third party and installed at the site, including.

- a. switches, antennas, microwave dishes, wireless and wireline cable runs, parcels, conduits, flexible transmission lines, cable, radio, amplifiers, filters and other transmission or communication equipment (including interconnect transmission equipment, transmitters) receiver(s) and accessories and
- b. such other equipment and associated software as may be necessary to provide any relevant wireless and wireline communication services, including voice or data, and such communication equipment shall include any existing, future, replaced and upgraded communications equipment.

If the Seeker installs its own power equipment in its Allocated Space under Schedule 1 (Service Description: Tower and Power Services), Seeker's Communications Equipment shall include equipment necessary to provide power to its other Communications Equipment at the Site.

**Commencement date:** means the commencement date of a work order, as set out in Schedule 4 (Work order and implementation terms and conditions).

**Confidential information:** means all information whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's and/or its affiliates and/or any third party customer's business and/or their product, developments trade secrets, know-how, personnel, (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonable to be considered confidential, including, in the case of the Seeker, Seeker Data and all customer data, but does not include information which:

- a. is or becomes public knowledge other than by breach of clause 19.
- b. is received from a third party who lawfully acquired or developed it and who is under no obligation of confidence in relation to its discloser. or
- c. is independently developed without the use of the other party's confidential information.

**Connected person:** means any directors, officers and employees, affiliates, advisors, subcontractors and auditors of the Parties;

**Credits:** means service level credits which may be applied by Seeker to reduce the Fees owed by Seeker under this Offer.

**Dark Fiber:** means idle fiber cores or a fiber core without network traffic

**Default:** means any breach by a party of its obligations under this Offer or any breach of any warranty.

**Directive:** means the Telecommunications Infrastructure Sharing and Collocation Directive No. 793/2021;

**Dispute:** shall have the meaning given to that term in clause 36.1;

**Dispute resolution committee:** shall have the meaning given to that in paragraph 3 of schedule 12 (Governance, Report and Management Information);

**Dispute Resolution Process:** means the process set out in clause 36

**Draft work order** means a work order which is not signed by the Parties.

**Effective date:** shall the meaning given to that term in clause 27.1.

**Ethiopian Communications Authority (ECA):** means the Authority established under the Communications Service Proclamation No. 1148/2019.

**Evaluation Report:** means a written report to be provided by the Provider to the Seeker in relation to a change request, which shall include an assessment of the change request.

**Exit Management Plan:** means the plan prepared by the Parties that sets out the Parties' obligation upon termination and/or a handover of any service to the Seeker and/or a replacement Provider upon termination or expiry of the relevant services.

**Exit Management services:** means those services to be provided by the Provider as set out in the exit management plan.

**Existing site:** means all sites which are assigned to Seeker for the provision of communication service as, stated in this offer.

**Extended Services:** means any additional service requested by the Seeker that is to be effected as an Extended Service under this Offer.

**FDRE:** means Federal Democratic Republic of Ethiopia.

**Fees:** means the amount payable by the Seeker to the Provider for the provision of the services.

**Force Majeure event:** means any irresistible and insurmountable event which is beyond a party's reasonable control, which operates in FDRE, including by the way of indication (but not as exhaustive list), the event specified below, but in all cases insofar as the relevant events reasonably prevent or delay the impacted Party from performing all or part of its obligations under this Offer:

- a. Any revolution, invasion or war (whether declared or otherwise), uprising, sabotage or action by a public enemy.
- b. Natural disaster, strike (excluding any strike of any Provider Personnel), lock out or epidemics.
- c. Any acts by military, police or civil authorities (whether national, local or foreign);
- d. a widespread and prolonged electrical grid power failure leading to an adverse effect on the services; and
- e. Any event that is considered as a force majeure under the Civil Code of Ethiopia.

**Governmental Authority:** means the Ethiopian Communications Authority or any national, provincial, regional, central, state, municipal or local government.

**Grace period:** shall have the meaning given to that term in schedule 9 (Service Level Offer);

**Handover Period:** means the period not less than six months and not more than 12 months, from the date either Party serves a notice of termination of the relevant Services of this Offer or from the date of expiration of the relevant Services of this Offer.

**Infrastructure Sharing and Collocation Provider (Provider):** means a Telecommunications Operator that provides collocation space or infrastructure sharing services to another Telecommunications Operator, being Ethio Telecom.

**Infrastructure Sharing and Collocation Seeker (Seeker):** means a Telecommunications Operator seeking to acquire, or acquiring, collocation space or infrastructure sharing services from an infrastructure sharing and collocation provider.

**Insolvency event:** means any of the following events, in respect of Parties.

- a. The relevant party is unable or admits inability to pay its debts as they fall due.
- b. A moratorium is declared in respect of any indebtedness of the relevant party.
- c. Any bona fide corporate action, legal proceedings or other procedures or step is taken or notice is given, in relation to:
  - I. A moratorium of any indebtedness, a suspension of payments, winding-up dissolution, administration or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) of, or the appointment of an administrator to, the relevant party.
  - II. A composition, assignment or arrangement with any creditors of the relevant party.

**Intellectual property:** means patents, trademarks, service marks, rights (register or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, secret formulae and processes, lists of providers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database right and all right forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned In this definition;

**Laws:** means applicable national and local laws, as well as regulations, directives, regulatory circulars and decrees, determinations, declarations and licenses in the FDRE (including but not limited to all laws relating to import and export of goods and services, electronic communications and electronics communications apparatus, wireless telegraphy and wireless telephony apparatus);

**Lease:** means any easement, license, concession, and temporary authorization to occupy public or private domain or right of way pursuant to which the lessor has granted right over the relevant property.

**Loss:** means each loss, damage, fine, penalty, cost, expense or other liability (including reasonable legal and other professional fees) and **losses** shall be interpreted accordingly.

**Milestone:** means the key elements of the services that must be performed by the Provider.

**Milestone date:** means the date for achievement of a milestone.

**Missed Bills:** means a bill for services given by the Provider to the Seeker but missed to be included for any kind of reason in the invoice from time to time.

**New site:** means any site identified as such in a work order.

**Passive Infrastructure:** means infrastructure that is not part of the active layer of a Telecommunications Network, including but not limited to, sites, buildings, shelters, towers, masts, electric power supply, and air conditioning.

**Performance level:** shall have the meaning given to those terms in Schedule 9 (Service Level Offer).

**Points:** means the locations where Seeker may access the Dark Fiber or the Transmission Capacity under this Offer.

**Power Services:** means, for any Site in any calendar month, where the work order for that Site provides, the provision of continuous power load to Seeker's Communications Equipment at that Site at an average KW per month as set out in the relevant work order;

**Proclamation:** means the Communications Services Proclamation (No. 1148 of 2019);

**Project manager:** means either the Seeker project manager or the Provider project manager and shall mean both.

**Provider equipment:** means the equipment, computer and telecommunications hardware, duct and cabling and other items required by the Provider to provide the services.

**Provider personnel:** mean all employees, agents, consultants and subcontractors of the Provider and/or of any subcontractor engaged in the provision of service.

**Provider project manager** means the person who is assigned by the Provider and responsible for the implementation of this offer, or any replacement or deputy appointed by the Provider.

**Quotation:** means a response provided by the Provider to the Seeker, as defined in paragraph 1.6 of Schedule 4 (Work order and implementation terms and conditions).

**Regulator:** means any person having regulatory or supervisory authority (including the government or its agencies) over any part of the services, the provision or use of the communications equipment in FDRE or the Provider's or the Seeker group's business in FDRE, including but not limited to the Ethiopian Communications Authority.

**Regulatory change:** means any change in laws or regulatory instruments which impacts on the services, and which requires a change to this Offer.

**Regulatory instruments:** mean all proclamations, directives, regulations, decisions, declarations, codes, guidelines and standards made under or pursuant to the instruments referred to in the definition of laws;

**Relevant Records:** means data, records, materials and documents in any media and format within the possession or control of the Provider or any of its subcontractors, from time to time which relate to the communications supplement, services, service levels, default, fees or otherwise relate to the performance of the Provider's obligations under this Offer and which are reasonable necessary to enable the Seeker to exercise its rights under this Offer, but excluding any confidential information of the Provider's customers other than the Seeker;

**Remediation plan:** means the plan which will be developed by the Provider in order to meet the agreed service level in relation to this offer

**Review board:** means representative assigned by Parties which meet to examine the Offer, the services, and any other business necessary.

**RFS or Ready for Service:** has the meaning in Schedule 4 (Work order and implementation terms and conditions);

**Seeker data:** means all data, information, text, drawings and other materials which are embodied in any medium including all electronics, optical, magnetic or tangible media and which are supplied to the Provider by the Seeker or any of its affiliates or which the Provider and any subcontractors are required to generate, collect, process, store or transmit in connection with this Offer, in each case to the extent it relates exclusively to the business of one or more of Seeker and its affiliates;

**Seeker personnel:** mean all employees, agents, consultants and subcontractors of the Seeker that involved in implementation of this offer.

**Seeker project manager:** means the person who is assigned by the Seeker and responsible for the implementation of this offer, or any replacement or deputy appointed by the Seeker;

**Service level report:** means a monthly report generated by the Provider on its adherence to each of the Service Levels.

**Service levels:** means certain required standards of performance in respect of the provision of the service, as set out in Schedule 9 (Service Level Offer).

**Service:** means any services to be provided by the Provider to the Seeker pursuant to this Offer (Services described from Schedule 1 to 3), being:

- a. Tower and Power Service (Schedule 1);
- b. Switching Room Collocation Service (Schedule 2); and
- c. Transmission Capacity Service (Schedule 3)

and each “**Instance**” of a Service means where the Service is provided at or in respect of a particular Site or between two Points.

**Site:** means the site of an operational building, tower facilities, core site or other facility at which the Provider provides a Service under this Offer.

**Standard Requirements:** means agreed standard requirements for the provision of each Instance of a Service, as set out in Schedules 1 to 3;

**Step-In:** shall have the meaning given to that term in clause 21;

**Subcontract:** means any contract or offer, between the Provider and any third party, whereby that third party agrees to provide the service or any part of them or facilities or services used in the provision of the services or any part of them;

**Sub-contractor:** means a subcontractor of the Provider engaged by the Provider under a subcontract;

**Switching Room:** means any building which is equipped with Air conditioning, Optical distribution frame, cable runways, building space, power supply, lighting, Earthing, Fire and smoke detection, physical Security, Janitorial service and it is the place where Communications Equipment is located in racks provided by the Seeker.

**Technical specification:** means the technical specification for a Service set out at schedule 14 (Technical Specifications) or agreed in a work order;

**Telecommunication licenses:** means all electronics communications network and/or services license (including but not limited licenses for the operation of mobile or fixed telecommunications networks, for use of wireless spectrum), and any other licenses issued by ECA.

**Term:** means (a) as to this Offer, the period during which this Offer remains in full force and effect as set forth in clause 27.1; and (b) as to each work order, the period from the date the work order is signed by both Parties and expiring on the date as stipulated in the work order, as may be extended under the relevant Schedule;

**Third party:** means a person other than the Provider and Seeker;

**Third party Seeker:** means any third party telecom operator that receives passive infrastructure services from the Provider in respect of one or more sites;

**Third party operator:** means any third party telecom operator to whom the Provider has a contractual commitment to allow use of a site.

**Tower:** means a communication or broadcast tower, pole, mast or similar structure that is used for the transmission or reception of telecommunications and which is owned or operated by the Provider, excluding the communication equipment;

**Tower facility:** means any communication tower, antenna structure or other similar structure and/or buildings, shelters, power, physical Security, and outdoor and indoor space at a site.

**Tower and Power Services:** means the Tower and Power Service described in Schedule 1 (Service Description: Tower and Power Service).

**Transmission Capacity Services:** means Services on the Optical Transport Network (OTN) System with different capacities described in Schedule 3 (Service Description: Transmission Capacity Service).

**VAT:** means value added tax as provided in Ethiopia tax law.

**Withholding tax:** means a tax imposed on an income which is required to be withheld by the withholding agent or any person with a tax collection obligation in different tax rates as per Ethiopian taxation law.

**Work order:** means document, in a format substantively similar to the work order template, which is duly completed and signed by both Parties, for the provision of an Instance of a Service;

**Work order effective date:** means the date that the work order has been completed and signed by both Parties and conditions precedent for the effectiveness of that work order (e.g., obtaining consents etc.) have been satisfied;

**Work order template:** means each of the quotation templates set out in Schedule 4 (Work order and implementation terms and conditions);

**Working hours:** means 8:30 AM to 5:30 PM East Africa time zone on a business day.

### **Construction of certain references**

1.2 In this Offer, where the context permits:

- a. Any reference to a Party includes that Party's successors and permitted assignees and includes any other name or corporate structure that that Party may adopt for any reason;
- b. Any reference to a "person" includes any individual, company, corporation, firm partnership, joint venture, association, organization or trust (in each case, whether or not having separate legal personality) and reference to any of the same shall include a reference to the others;
- c. any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the succeeding day which is a Business Day;
- d. The singular includes the plural and vice versa;
- e. Reference to any statutory provisions include a reference to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time (whether before or after the date of this Offer) and any reference to a statutory provision shall include any subordinate legislation made from time to time, and include the schedules and appendices;
- f. reference to a document (including in any procedure or technical specification) means that document as amended from time to time;
- g. References to "**this Offer**" mean the whole parts of this offer or any amended, varied, supplemented, modified or novated from time to time, including schedules, and where the context permits includes any work order;

- h. Reference to **clauses and schedules** are references to clauses and schedules of this Offer, and reference to paragraphs are, unless otherwise stated, references to paragraphs of the schedule in which the reference appears;
- i. Any reference to “**writing**” shall include Typewriting, printing, photography, telex, facsimile and the printed out version of a communication by electronic mail and other modes of representing or reproducing words in allegable form;
- j. Use of words “**include**” or “**including**” mean as a whole or a part without limitation and the use of these words or similar words shall not limit the meaning of any words following.

### **Headings**

1.3 The headings and sub-headings are inserted for convenience only and shall not affect construction of this Offer.

### **Schedules**

- 1.4 References to the schedules are to the schedules that have been agreed between the Parties.
- 1.5 Each of the schedules that have been agreed between the Parties shall have effect as if set out in this Offer, even if signed separately.

### **Conflict**

- 1.6 In the event of any conflict or inconsistency between any provision contained in this Offer and any of the schedules, work orders or other documents referred to in this Offer the following order of precedence shall apply, but only in so far as is necessary to resolve that conflict or inconsistency:
  - a. The clauses of this Offer
  - b. The schedules of this Offer
  - c. The work order and
  - d. Other documents if any

If any such conflict or inconsistency cannot be resolved through this precedence hierarchy due to the conflict or inconsistency being within documents in the same hierarchy, then the laws of Ethiopia shall be applied to resolve the conflict or inconsistency.

## **2. SCOPE OF THE OFFER**

- 2.1 This offer deals with passive infrastructure sharing services and collocation space services which the Provider offers to the holder of a Telecommunications License. It is an Access Offer, and the Services are Access Services under the Directive.
- 2.2 The scope of this offer includes the tower and power use service, Switching room collocation and transmission capacity Services.

## **3. PROVISION OF THE SERVICES**

- 3.1 In addition to the general obligations set out in this Clause and the Parties' general rights and obligations hereunder:
  - a. Schedules 1-3 sets out additional terms and conditions applicable for all Services, including rights and obligations in connection with the use of the Services.
  - b. Schedule 4 (Work order and implementation terms and conditions) sets out the terms and conditions upon which the Parties may enter into and perform work orders for Instances of the Services.
  - c. Schedules 5-7 set out the service fees payable for all Services.
  - d. Schedule 9 sets out the Service Levels and Credits that are applicable to each of the Services; and
  - e. the other Schedules set out various other relevant terms and conditions.
- 3.2 Provider will not be responsible for the content of traffic and services conveyed through its Services.
- 3.3 Provider shall, at the request of Seeker, render all reasonable assistance to Seeker in respect of the acquisition of all approvals, consents, authorizations, licenses and/or permits as may be required by it in order to acquire the Services at any Site under this Offer.

#### **4. NON – RESTRICTION**

- 4.1 Nothing in this Offer shall restrict the Provider from providing active and passive infrastructure services similar to the Services the Provider provides to the Seeker to any Third Party or restrict the Seeker from receiving such services from, or providing such services to, any Third Party.
- 4.2 Nothing in this Offer shall restrict either Party from providing telecommunication services.

#### **5. FEES AND PAYMENTS**

- 5.1 The Seeker shall pay for the Services in accordance with this clause 5 and in accordance with the terms set out in Schedule from 5 to 7.
- 5.2 All invoices for a Service shall be set out and paid in the currency specified in the relevant fees Schedule (Schedules 5 to 7).
- 5.3 Where the due date for payment of an amount in United States dollars is after the third (3<sup>rd</sup>) anniversary of the Effective Date, and the Seeker is not able to freely and lawfully exchange Ethiopian Birr for United States dollars on the due date for payment of that amount in United States dollars through the National Bank of Ethiopia or an Ethiopian registered bank, then Seeker shall notify Provider. The Parties will then, within five (5) Business Days of Seeker's notice, enter good faith negotiations to endeavor to agree some other solution acceptable to both parties.
- 5.4 If the Parties have not reached offer within twenty (20) Business Days of commencement of the negotiations under clause 5.3, then either Party may refer the dispute to dispute resolution under the Dispute Resolution Process. While the process in clause 5.3 and this clause 5.4 continues, the Seeker shall not be in default in the delay in making payment after the due date for payment and the Parties shall continue to comply with their obligations under this Offer.
- 5.5 Where an amount is specified under the terms of this Offer or any Work Order as the Ethiopian Birr, on the date of the relevant invoice or, if no quote is available, the most recent such quoted exchange rate. Provider shall, on request from Seeker, provide evidence to Seeker of such calculation.

- 5.6 The Provider shall include on or with each invoice provided to the Seeker under this Offer such details as are necessary for the Seeker to verify the accuracy of the invoice. The Provider shall issue invoices in hard copy of the full invoice and supporting documentation on the date of the invoice to such persons as are nominated by the Seeker.
- 5.7 The Provider is entitled the right to request for any payment, which is missed due to any kind of reason with next invoice. Any Missed Bill must be issued not later than six (6) months following the end of the Billing Period to which the invoice relates.
- 5.8 The Seeker shall pay to the Provider the Fees for all services ordered or used by the Seeker and invoiced by the Provider on or after the date identified for submission of invoices within twenty (20) Business Days after the date of receipt of the relevant invoice.
- 5.9 The Seeker may communicate to the Provider if it determines there is a discrepancy between the amount charged in an invoice (including the amount of any Credits) and the amount properly due under this Offer ("**Discrepancy**").
- 5.10 Not more than three (3) times in any twelve (12) month period, Provider shall allow a duly authorized representative of Seeker to have access to the records that are used to determine its invoices during business hours within five (5) Business Days of receipt of Seeker's notice, to enable it to determine whether there is a Discrepancy. If a Discrepancy is found following such access, then the twelve (12) month period shall be reset.
- 5.11 If at any time, the Seeker acting in good faith considers there is a Discrepancy:
  - a. The Seeker shall use reasonable endeavors to notify the Provider within fifteen (15) Business Days after the date of receipt of the invoice for the relevant Fees, specifying in reasonable detail the Seeker's reasons for disputing the invoice.
  - b. The Seeker shall pay the undisputed amount of the invoice by the due date, but may withhold the disputed amount and, in that circumstance, it will be managed by clause 5.12.
- 5.12 In the event of any claimed Discrepancy, the Parties shall use their best endeavors to resolve the dispute in accordance with clause 36.
- 5.13 If either Party (the "**Defaulting Party**") fails to pay any amount due by it in terms of this Offer within twenty (20) Business Days after the date of receipt of the relevant invoice, the other Party shall be entitled to charge and receive interest from the Defaulting Party at the

default interest rate of thirteen percent (13%) per annum, from time to time, calculated from the date that payment was due to the date of actual payment in full. For the avoidance of doubt, where a disputed amount is withheld under this clause 5, interest shall not apply on that disputed amount up until the time that the dispute has been resolved.

- 5.14 Upon resolution of a dispute over a claimed Discrepancy, the Provider shall adjust the amounts payable from the next invoice. Notwithstanding any dispute between the Parties as to any payment, the Parties shall, throughout the term of this Offer, remain obliged to observe and perform their obligations in terms of this Offer.
- 5.15 All payments to the Provider under this Offer shall be made in the relevant currency to the Bank Account or such other account as the Provider may notify to the Seeker in writing. If any payment falls due on a day which is not a Business Day, it shall be made on the next day which is a Business Day but its amount shall not be adjusted as a consequence. All payments shall be made after the deduction of any Credits in accordance with Schedule 9 (Service Level Offer).
- 5.16 All Fees stated in this Offer are exclusive of VAT (if any) and any other similar taxes applicable in Ethiopian tax law. The Provider shall provide to the Seeker with a valid tax invoice in respect of any payment of VAT and Seeker shall deduct withholding Tax from payments of Fees as required by Ethiopian law and provide the withholding certificate when requested by the Provider.
- 5.17 Without prejudice to the Provider's rights and remedies under this Offer, the Fees shall be the full and exclusive remuneration of the Provider in respect of the performance of the Services and shall, save as expressly provided to the contrary in this Offer or by prior written Offer between the Parties, include every cost and expense of the Provider directly or indirectly incurred in connection with the performance of the Services.

## **6. REPORTS AND MEETINGS**

- 6.1 The Parties shall perform the responsibilities and roles allocated to them in Schedule 12 (Governance, report and management information) of this Offer.
- 6.2 The Provider shall deliver to the Seeker, in the manner and at the times specified in Schedule 12 (Governance, report and management information), the reports required by that Schedule.

6.3 The Parties shall ensure that their respective representatives attend the meetings and perform the functions specified in Schedule 12 (Governance, report and management information).

6.4 The Provider shall notify the Seeker, as soon as reasonably practicable after they come to the Provider's attention, of any events or circumstances which may materially and adversely affect the performance of the Provider's obligations under this Offer, in whole or in part, or which are reasonably likely to result in any material delay in the provision of the Services or achievement of any Milestone, including any relevant:

- a. Change in the status of any Key Personnel Roles
- b. Delay or failure of performance under, or termination of any Subcontract
- c. Delay in renewing or withdrawal of any Approval held by the Provider
- d. Threat of or planned industrial action, including any strikes or lock-outs
- e. Threat of material loss to or destruction of any Site or
- f. Material interruption or unavailability of power supplies.

For the avoidance of doubt, notification of any of the above events or circumstances shall not impact on the obligation, or the liability position, of the Provider under this Offer.

## **7. PROVIDER AND SEEKER PERSONNEL**

7.1 The Parties shall assume responsibility for the management of their respective Personnel and the acts and omissions of their Subcontractors in the provision of the Services and shall be liable for such acts and omissions as if they were the acts and omissions of the Provider.

7.2 The Parties shall use suitable, appropriately qualified, experienced and competent personnel in the provision of the Services and shall use reasonable endeavors to ensure continuity of personnel. The Parties shall ensure that sufficient training is provided to their Personnel to enable the Parties to perform their obligations according to this offer and their Personnel are qualified and possess sufficient knowledge of the Services.

## **8. KEY PERSONNEL ROLES**

- 8.1 The Provider shall ensure that the individuals appointed to perform the Key Personnel Roles have the appropriate qualifications and experience having regard to the Services to be provided under this Offer and are fully competent to carry out the tasks assigned to them.
- 8.2 The Provider shall take all reasonable steps to ensure it retains the services of the individuals performing the Key Personnel Roles unless:
  - a. They are on long term sick leave or leave the Provider Group's employment
  - b. The Services for which the individual is designated to that person are completed; or
  - c. The Provider has given not less than 30 calendar days' prior written notice to the Seeker for cases the key personnel does not provide service.
- 8.3 Each Party shall communicate the assigned key personnel roles and contact detail to the other Party in writing immediately after effective date.

## **9. SEEKER PROJECT MANAGER**

- 9.1 The Seeker Project Manager shall have full authority to act on the Seeker's behalf in connection with this Offer. The Seeker shall notify the Provider of any replacement of the Seeker Project Manager. The Seeker shall at all times ensure that a suitable individual is appointed to act as Seeker Project Manager. The Seeker shall, in the event of a change of the Seeker Project Manager, appoint a successor as soon as reasonably practicable and in any event within 10 Calendar days.
- 9.2 The Seeker Project Manager may appoint a deputy to act in his place in his absence provided always that the Seeker has given written notice to the Provider of the deputy being appointed.

## **10. PROVIDER PROJECT MANAGER**

- 10.1 The Provider Project Manager shall have full authority to act on the Provider's behalf in connection with this Offer. The Provider shall notify the Seeker of any replacement of the Provider Project Manager. The Provider shall at all times ensure that a suitable individual is appointed to act as Provider Project Manager. The Provider shall, in the event of a

change of the Provider Project Manager, appoint a successor as soon as reasonably practicable and in any event within 10 Calendar days.

10.2 The Provider Project Manager may appoint a deputy to act in his place in his absence provided always that the Provider has given written notice to the Seeker of the deputy being appointed.

## **11. SUB-CONTRACTORS**

11.1 Where the Provider has appointed a Subcontractor, the Provider shall ensure that such Subcontractor is properly equipped, experienced, organized and financed to undertake the duties assigned to it and the Provider warrants that it shall actively supervise such Subcontractor in its performance of the Services.

11.2 The Provider shall ensure that none of its Subcontractors, without the prior written consent of the Provider, subcontract, assign, transfer or otherwise dispose of the whole or any part of their rights or obligations under their Subcontracts and that the Subcontracts shall contain provisions to this effect.

11.3 The Provider shall ensure that any Subcontractors comply with all instructions and decisions of the Provider. The Provider shall (where applicable) pass on to the Subcontractors all reasonable instructions and decisions issued by the Seeker to the Provider in accordance with this Offer.

11.4 In the event that the Provider subcontracts any of its obligations, it shall nevertheless remain fully liable to the Seeker for the performance of such obligations and shall be liable for the acts and omissions of all Subcontractors in their performance of the Services as if they were its own.

11.5 Where the Seeker has appointed a Subcontractor, the Seeker shall ensure that such Subcontractor is properly equipped, experienced, organized to undertake the duties assigned to it and the Seeker warrants that it shall actively supervise such Subcontractor in this offer.

11.6 The Seeker shall ensure that any Subcontractors comply with all instructions and decisions of the Seeker. The Seeker shall (where applicable) pass on to the Subcontractors all reasonable instructions and decisions issued by the Provider to the Seeker in accordance with this Offer.

11.7 In the event that the Seeker subcontracts any of its obligations, it shall nevertheless remain fully liable to the Provider for the performance of such obligations and shall be liable for the acts and omissions of all Subcontractors in their performance of the Services as if they were its own.

## **12. CHANGE MONITORING**

The Parties shall comply with the Change Monitoring Procedure set out in Schedule 11 (Change monitoring).

## **13. TECHNICAL EVOLUTION**

13.1 The Provider acknowledges that the current processes and technologies employed by the Seeker and the Provider shall continue to evolve and change over the Term of this offer.

13.2 The Provider shall notify the Seeker for changes under the Change Monitoring Procedure that may involve a disruption to Services or the Communications Equipment on a services.

## **14. BUSINESS CONTINUITY PLAN**

14.1 The Parties shall develop and maintain a Business Continuity Plan in accordance with best industry practice for the Services. The Parties shall ensure that the Business Continuity Plan is developed so that it can be agreed within six (6) months of the date of this Offer.

14.2 Any proposed changes to the Business Continuity Plan shall provide at least the same level of business continuity as the then current Business Continuity Plan.

14.3 Each party shall notify the other party as soon as reasonable possible if it believes that there has been, or is likely to be, a material disruption to business continuity that requires the implementation of the business continuity plan. The Parties shall then immediately implement the business continuity plan and perform their obligations as set out in the business continuity plan.

## **15. REPRESENTATIONS, WARRANTIES AND UNDERTAKING**

15.1 Each party to this Offer warrants and represents that, as at the date of this Offer;

- It is duly incorporated and validly exists under the laws of FDRE.
- It has full capacity and authority to enter into and to perform this Offer;

- c. It is a communications services licensee under Part III of the Proclamation.
- d. This Offer is executed by a duly authorized representative of that party.
- e. Once duly executed this Offer shall constitute its legal, valid and binding obligation.
- f. There are no actions, suits or proceeding or regulatory investigations, pending, introduced, or threatened against that party or any of its affiliates, that might adversely affect the ability of that party to meet its obligation under this Offer.

## 16. SANCTIONS AND TRADE CONTROLS

16.1 Each Party shall, in the performance of its obligations under this Offer and any work order:

- a. comply with all Sanctions as well as all Trade Control Laws;
- b. not knowingly do anything which may cause the other Party or any of its Affiliates to breach any Sanctions;
- c. provide such assistance, documentation and information to the other Party as that Party may reasonably request and
- d. notify the other Party in writing as soon as it becomes aware of an actual or potential investigation/breach in relation to Sanctions or Trade Control Laws or any material change in the status of the Parties in respect of:
  - I) Sanctions status e.g. the inclusion on a Sanctions list in any applicable jurisdiction; and
  - II) License or authorization status e.g. a loss of license/authorization in respect of Sanctions or Trade Controls.

16.2 Each Party ("**Indemnifying Party**") hereby indemnifies and holds the other Party ("**Indemnified Party**") harmless from any direct loss which the Indemnified Party may suffer as a result of or arising from a breach by the Indemnifying Party of its obligations under this clause 16.

16.3 For the purposes of this clause 16:

- a. "**Sanctions**" means all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures enacted or enforced by the governments of

Ethiopia, the United Kingdom, European Union, United States of America, Kenya and Japan

- b. "**Trade Control Laws**" means all trade control laws and regulations enacted or enforced by the governments of Ethiopia, the United Kingdom, European Union, United States of America, Kenya and Japan

## 17. ANTI-BRIBERY AND ANTI-CORRUPTION

- 17.1 Each Party (and any natural or legal person that either Party may use for the performance of services in connection with this Offer, including employees, agents, consultants, contractors and subcontractors) shall:
  - a. comply with all Applicable Laws relating to bribery and corruption;
  - b. not do or omit to do anything likely to cause the other Party to be in breach of any such Applicable Law;
  - c. not give, offer, promise, receive or request any bribes, including in relation to any public official;
  - d. maintain throughout the term of this Offer a program designed to ensure compliance with the Applicable Law, including an education and training program and measures reasonably calculated to prevent and detect violations of the Applicable Law;
  - e. shall, if requested by the other Party and at its reasonable cost, provide the other Party with sufficient reasonable assistance to enable it to perform any actions required by any government or agency in any jurisdiction for the purpose of compliance with any Applicable Law or in connection with any investigation relating to the Applicable Law;
  - f. only be paid by the other Party for goods delivered or services performed, by wire transfer or other traceable instrument to a bank account in that Party's name;
  - g. promptly notify the other Party of any allegation of fraud, bribery or corrupt or unlawful practices made against it in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Offer; and

- h. ensure that any natural or legal person external to it who is performing services in connection with this Offer does so only on the basis of a written contract which secures from such person terms equivalent to those imposed on it in this clause and it shall in this regard be responsible for the observance and performance by such person of these terms, and shall be directly liable to the other Party for any breach.

17.2 Each Party hereby indemnifies the other and its directors, officers, employees, agents and Affiliates against all loss of any kind which the other may suffer as a result of a breach of this clause by it.

17.3 If either Party (acting in good faith) determines that there has been a breach by the other Party of this clause, such a breach shall be deemed a material breach of this Offer and the non-breaching Party shall have the right to terminate this Offer pursuant to clause 28 without prejudice to its rights under this Offer or at law.

## **18. RELEVANT RECORDS RETENTION**

18.1 The Parties shall keep complete and accurate relevant records.

18.2 The Parties shall maintain the relevant records in a secure and suitable facility readily accessible to the other Party and/or any regulatory as per the FDRE data retention policy.

## **19. PROVISION OF INFORMATION**

19.1 Provider will provide the Seeker access to the Site databases setting out up to date data regarding the Provider network Sites and routes, as described in the relevant Schedules. The data is provided for the sole purpose of enabling the Seeker to consider whether to request Services from Provider pursuant to this Offer.

19.2 Providing network sites and routes data shall include the following information:

- a. The location of Provider network sites, space and co-location facilities
- b. Network elements information related to service provisioning with this offer.
- c. The routing of metro dark fiber installations.

19.3 The data to be provided shall include the minimum inventory details as set out in the relevant Schedule.

- 19.4 The Provider shall provide to the Seeker with reasonable notice of any significant changes to the information provided as per Clause 19.2 and 19.3.
- 19.5 Except as otherwise agreed, each Party shall provide free of charge one copy of the information reasonably required by the other Party for the provision of Service pursuant to this Offer.
- 19.6 The Provider shall grant to the Seeker to provide the relevant records during normal business hours in order to undertake the following;
  - a. Fulfil any request by the Ethiopian Communications Authority in the course of carrying out its regulatory functions;
  - b. Verify that the Service is being provided in accordance with this Offer; and
  - c. Verify compliance with the business continuity plan.
- 19.7 Nothing in this clause permits the Seeker to access any confidential information relating to other customers of the Provider.

## **20. CONFIDENTIALITY**

- 20.1 Each party and its connected persons shall;
  - a. Hold confidential information in confidence;
  - b. Not disclose it to any person other than its connected persons; and
  - c. Use confidential information only for the purpose of exercising or performing that party's right and obligations under this Offer.
- 20.2 Clause 20.1 shall not apply to confidential information to the extent that;
  - a. The confidential information is provided to the Ethiopian Communications Authority, on the basis that the disclosing party requests that the Ethiopian Communications Authority maintains the confidentiality of this information.
  - b. Confidential information is required to be disclosed by law or by any stock exchange, court of law, enforcement agency or governmental authority.
  - c. The confidential information is required to be disclosed so that the receiving party can fulfil its obligations under this offer.

- d. The confidential information was already in the public domain when it was first made available to/receive by the receiving party.
- e. For confidential information which subsequently enters the public domain, other than through breach of clause 20.1;
- f. Written records show that, when the confidential information was first made available to the receiving party, it was already in the lawful possession of the receiving party or any of its connected people;
- g. That confidential information is disclosed by the Provider to a potential lender or sub-lender and that disclosure is made in accordance with clause 20.3.

20.3 Each party shall disclose confidential information as permitted by this clause only if it is reasonable required and, in the case of disclosure under clause 20.2 (g) only if the party to whom the discloser is made is informed of the confidential nature of the confidential information and enters into a confidentiality Offer with substantially the same term as this clause.

20.4 Each Party should maintain an audit trail of personnel who have access to any confidential information. The audit trail information shall be made available to the other Party on request.

20.5 Subject to clause 20.6, if this Offer terminates, the receiving party and its connected persons shall, within seven (7) Working days after receiving a written request by the disclosing party,

- a. Destroy, or return to the disclosing party, all copies of any document that contains any confidential information.
- b. Take reasonable steps to erase the confidential information from any computer or other digital device on which it is held; and
- c. Appoint one of its authorized officers to supervise the steps contemplated in clause 20.5(a) and 20.5(b), and to certify in writing to the disclosing party that they have been carried out.

For this clause 20.5, documents include any material prepared by or on behalf of either party or its connected persons which contains confidential information.

- 20.6 Each party and its connected persons may retain any confidential information to the extent required, and for the time period specified, by any applicable law, rules of any stock exchange or a concerned body.
- 20.7 Notwithstanding the provisions of this clause 20, neither Party shall disclose the other Party's confidential information to any officer, employee or professional advisor of the other Party's retail business operations or any Affiliate of the other Party involved in retail business operations. Such confidential information shall include:
  - a. in the case of Provider, the location of its Sites; and
  - b. in the case of Seeker, where, when and how it uses the Services.
- 20.8 Each Party acknowledges that damages may not be an adequate remedy in the case of a breach of this clause 20, and that either Party may seek an injunction or interlocutory relief in these circumstances.
- 20.9 The provisions of this clause shall survive for a period of two (2) years after termination of this Offer.

## **21. STEP IN**

- 21.1 If, in respect of one or more Sites, the Provider fails to meet the minimum Service Levels set out in the schedules for the same services during three successive months, the Seeker may give notice to the Provider.
- 21.2 The Provider then prepares a draft plan, including a timetable to implement that plan, and communicate to the Seeker within ten (10) Working days to address the cause of the failure to meet the minimum Service Level (a "**remediation plan**").
- 21.3 Provider shall give the Seeker reasonable notice of any anticipated infrastructure Alteration and Modifications. Provider shall provide to the Seeker such information as the Seeker may reasonably request including, to the extent reasonably practicable, the potential impact of the change on the service of the Seeker.

## 22. REGULATORY CHANGE

- 22.1 The Provider shall be responsible for compliance with any regulatory change and shall follow the change monitoring procedure if it wishes to make any changes related to the sites, tower facilities, provision of the service or otherwise in order to meet the requirements of such regulatory change. In this event, the Provider shall submit a change request to the Seeker pursuant to the change monitoring procedure.
- 22.2 The cost of compliance with any regulatory change will be borne by the Provider under the relevant change request form, unless the regulatory change specifically relates to the Seeker, in which case all costs of compliance with such regulatory change shall be met by the Seeker under the relevant change request form.
- 22.3 Where a regulatory change has the effect of materially reducing the benefit to be received by the Seeker, or materially increasing the burden borne under this Offer by the Seeker or the Provider the Parties shall discuss the impact of the regulatory change to see if the effect can be mitigated and shall take all reasonable action (including restricting of the arrangements under this Offer) but without incurring material cost, as is necessary to mitigate this effect.
- 22.4 For the avoidance of doubt, nothing in this clause is to be taken as relieving either party of its responsibility at all times to comply with all laws and regulatory instrument in connection with the provision or receipt of the service.

## 23. INTELLECTUAL PROPERTY

- 23.1 Except as expressly otherwise provided in this Offer, intellectual property rights shall remain the property of the Party creating or owning the same and nothing in this Offer shall be deemed to confer any assignment or right or title whatsoever or license of the intellectual property rights of one Party to the other Party, and nothing in this Offer shall be deemed to restrict the rights of the Party to own, use, enjoy, license, assign or transfer its own Intellectual Property.
- 23.2 Save as expressly permitted under this Offer, all intellectual property in either party's trademarks and brands shall not be used by the other party other than as agreed between the Parties.

- 23.3 The performance of a Party's obligation under this offer, the other Party's receipt of the services, and any right granted by the first Party to the other Party under this offer shall not infringe any intellectual property of a third party (other than to the extent the infringement relates to intellectual property provided to the first Party by the other Party).
- 23.4 The Seeker shall inform the Provider about any infringement or potential infringement of intellectual property rights of Provider and provide any necessary assistance to prevent and/or stop such infringement.

## **24. INTERFERENCE WITH OTHER SERVICES**

- 24.1 When either Party (the "**aggrieved Party**") has reasonable grounds to believe that the other Party (the "**interfering Party**") is using equipment which is not Compliant Equipment or is otherwise causing interference to other services (including Third Party Operators' services), the aggrieved Party may:
  - a. Notify the interfering Party of its reasonable grounds for believing that there is use of equipment which is not Compliant Equipment or interference taking place; and
  - b. Give the interfering Party a reasonable opportunity to demonstrate that this is not the case or to remedy the situation; and
  - c. If the interfering Party fails to do so within a reasonable period, and the interference is adversely affecting the normal operation of the aggrieved Party or any Third Party Operators' services, the aggrieved Party may raise a dispute in accordance with clause 36.
- 24.2 If the interfering Party's equipment is a threat to any person's safety, in an emergency, the aggrieved Party may take urgent steps to disconnect the interfering Party's equipment, having previously given notice to the interfering Party where possible.
- 24.3 If the aggrieved Party reasonably considers the equipment used by the interfering Party is not Compliant Equipment, the interfering Party shall on request from the aggrieved Party to disconnect all necessary equipment in order to permit the aggrieved Party to test the characteristics and capacity of the equipment.
- 24.4 The relevant infrastructure shall be shared as soon as practicable when the situation has been remedied.

## 25. INDEMNITIES AND INSURANCE

### 25.1 Indemnities

25.1.1 Both Parties shall indemnify each other and keep each other indemnified at all times in respect of all costs, expenses, losses and damages whatsoever suffered by either Party as a result of any claims being made by third parties which are attributable to a negligent failure by either Party to perform its obligations hereunder.

25.1.2 The Provider will indemnify the Seeker on written demand in respect of all losses incurred by or awarded against any member of the Seeker and/or to other parties, arising out or in connection with:

- The act or omissions of the Provider personnel and/or any Third Party who the Provider permits access to and/or use of a site (excluding any member of the Seeker personnel) where such acts or omissions amount to gross negligence, recklessness or willful misconduct;
- A claim or action brought against the Seeker by a Third Party as a result of wrongful act or omission of the Provider in breach of this Offer or any work order; and
- Any damage to or destruction of the tangible property of the Seeker (including the Communications Equipment) by the Provider and/or any Third Party who access any site on behalf of or on the instructions of, or pursuant to any offer with, any member of the Provider (excluding member of the Seeker Group and its' contractors or Sub-contractor) as a result of gross negligence, recklessness or willful misconduct.

25.1.3 The Seeker will indemnify the Provider on written demand in respect of all losses incurred by or awarded against the Provider, arising out of or in connection with:

- the act or omissions of the Seeker personnel and/or any Third Party who access any site on behalf of or on the instructions of, or pursuant to any offer with, any member of the Seeker and/or contractors and sub-contractors of the Seeker (excluding any member of the Provider) where such acts or omissions amount to gross negligence, recklessness or willful misconduct;
- A claim or action brought against the Provider by a Third Party as a result of wrongful act or omission of the Seeker in breach of this Offer or any work order; and

- c. Any damage to or destruction of the tangible property of the Provider, by the Seeker, the Seeker personnel and/or any Third Party who access any site on behalf of or on the instructions of, or pursuant to any offer with, any member of the Seeker (excluding any member of the Provider Group and its' contractors or Sub-contractor) as a result of gross negligence, recklessness or willful misconduct.

25.1.4 Each Party agrees to indemnify the other Party against all claims and proceedings arising from infringement of any third party Intellectual Property rights by reason of the first Party's performance of its obligations under this Offer or the first Party providing information to the other Party as contemplated by this Offer.

25.1.5 The indemnified Party in terms of this Offer shall take all possible and reasonable steps to mitigate any losses and damages for which it is indemnified under this offer.

25.1.6 If a claim is made against a Party to which this Clause 25.1 is applied:

- a. Unless it is prevented by force majeure, the indemnified party shall inform the indemnifying party of any occurrence or proceeding likely to render the later liable as soon as it knows of such occurrence or proceeding;
- b. under no circumstances will the indemnifying party be liable for any claim unless notice thereof be received within thirty (30) days after the occurrence of the incident;
- c. the Party claiming the indemnity will not make any admission as to liability in relation to, or agree to any settlement of or compromise any such claim or proceedings without the prior written consent of the indemnifying Party; and
- d. the Party claiming the indemnity will allow the indemnifying Party, at its own expense, to conduct all negotiations and litigation and settle all litigation arising from any claim or proceedings (provided the indemnifying Party does not bring the name of the indemnified Party into disrepute or otherwise adversely affect its reputation) and will give the indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

## 25.2 Insurance

25.2.1 Without limiting either Party's obligations under this Offer, each Party must have in force and maintain for the term of this Offer for its own communication equipment, with an insurance company licensed in Ethiopia for the Term of this Offer and for a period of two years following the effective termination of this Offer, adequate general liability or public liability insurance against injury to persons or property as to cover all liability for loss or damage that may arise under or pursuant to this Offer.

25.2.2 Each Party will, at the other's request, promptly provide such evidence as the requesting Party may reasonably require (including a copy of each insurance policy and certificate of currency) to demonstrate that the Party has complied with its obligations under clause 25.2.1.

25.2.3 Each Party must have in force and maintain Employer's Liability Insurance and/or other insurance with statutory limits as required by the laws of Ethiopia to provide for payment to its employees employed on or in connection with the work covered by this Offer and/or their dependents.

25.2.4 Notwithstanding the provisions of this clause 25, each Party is responsible for assessing the risks and scope of its own insurance requirements. Nothing in this clause 25 will limit a Party's liability or relieve that Party from any obligation arising from or in connection with this Offer.

## 26. COMPLIANCE

26.1 The Seeker shall ensure that the Seeker's Compliant Equipment while using the service or other Provider installations is in compliance with national and international standards.

26.2 The Seeker shall not connect or knowingly permit the connection to the services or other Provider installations of anything which is not Compliant Equipment or which is not necessary for the provision of telecommunications services by means of the relevant Infrastructure at the relevant Provider Site. The Seeker shall ensure that such Compliant Equipment remains compliant with any relevant standards including, without limitation, Electromagnetic compatibility (EMC) requirements and electrical safety. The Seeker shall comply with Provider's reasonable instructions on floor loading, heat output, or other relevant health, safety and security procedures before and during installation of any Compliant Equipment at a Provider Site.

## 27. TERM

- 27.1 This Offer shall be deemed to have come into force after signed by both Parties (the **“Effective Date”**).
- 27.2 Subject to any contrary provisions contained herein, the duration of this Offer shall be ten (10) years from the Effective Date, whereafter it shall continue indefinitely, unless terminated earlier in accordance with clause 28 or any other right at law, subject to the right of either Party, after the aforementioned ten (10) year period, to terminate it on six (6) months' prior written notice to the other Party.
- 27.3 Subject to any contrary provisions contained herein, the terms of this Offer shall, notwithstanding the expiry of this Offer, continue to apply to all work orders still in force at the date of termination.

## 28. TERMINATION

- 28.1 Either Party may terminate its obligations in relation to a service and services or Offer;
  - a. If either party commits a material breach of a service and services or this Offer, which is incapable of being remedied or if capable of being remedied is not remedied within forty-five (45) Working days of notice setting out particulars of the breach and requiring its remedy.
  - b. By giving not less than sixty (60) Working days written notice to the other Party, to the extent such termination is permitted by applicable laws, if the other Party is subject to an insolvency event.
  - c. Where that service and services become subject to a direction from any regulator meaning that it is unlawful for the provision of service to continue, by giving to the other Party such period of notice (if any) as permitted regulator's direction, provided that, if the default only relates to a particular Instance of a Service, then the right to terminate only applies to that Instance and not the whole Offer or any other services.
- 28.2 Either Party may immediately terminate its obligations in relation to a service and services or part of this Offer without liability by giving written notice:
  - a. Subject to an event or direction from any regulator under which it is prohibited from or unable to, or restricted in its entitlement to:

- i. Operate any communications equipment at any site; or
- ii. Provide any services due to telecommunications license is suspended, expired or is terminated in accordance with its terms and conditions; or

b. If remaining a Party to this Offer would place that Party at risk of breach of any Sanctions or Trade Control Laws (as defined in clause 16.3) or any laws relating to bribery or corruption in Ethiopia or in any jurisdiction outside of Ethiopia; or

c. The other Party commits fraud or attempts to commit fraud in relation to this Offer.

28.3 The terminating Party must, in seeking to terminate this Offer, comply with the requirements for termination of an Access Offer in, and subject to intervention by the Ethiopian Communications Authority under, the Directive of infrastructure sharing and colocation directive no.793/2021.

## **29. LIABILITY**

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

29.2 Nothing in this Offer 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 Offer; or
- d. For breach of clauses 16 (sanctions and trade controls), 17 (anti-bribery and anti-corruption), 20 (confidentiality) or 23 (intellectual property rights); or
- e. For any other liability that cannot be excluded or limited as a matter of Applicable Law.

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

29.4 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;

- The reasonable cost of procuring replacement services as a result of a default of the other Party; and
- Service credits payable in accordance with Schedule 9 (Service Level Offer).

29.5 Subject to clauses 29.1 to 29.4 and clause 29.6, each party's total aggregate liability for any and all losses arising out or in connection with the performance or contemplated performance of this offer in any twelve (12) month period shall be limited to a sum equal to one hundred percent (100%) of the total Fees paid and/or payable under this Offer for the last 12 months.

29.6 If a Party is liable to the other Party in relation to any claim by the other Party for damage to, loss or destruction of real property or tangible property, the first Party's liability for all such claims connected or unconnected in any period of twelve (12) calendar months shall be limited to thirty three percent (33%) of the total Fees paid and/or payable under this Offer for the last 12 months.

29.7 The invalidity, illegality or enforceability of a provision of this clause does not affect or impair the continuation in force of the remainder of this Offer.

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

## **30. CONSEQUENCES OF TERMINATION**

30.1 Upon any termination or expiry of this Offer (for whatever cause);

- the rights and the obligations of the Parties under this Offer shall be terminated and be of no future effect; and
- Clause 1 (Definitions), 5 (Fees and Payment), 20 (Confidentiality), 25 (Indemnities and Insurance), 29 (Liability), 31 (Exit Assistance), 34 (Notice) and 36 (Disputes Resolution) shall remain in effect together with such provisions, which expressly or by necessary implication shall survive termination or expiry.

30.2 Within thirty (30) Working days of the date of termination or expiry, each Party shall, at its own cost, return to the other Party copies of any documentation, data and other materials

supplied to each other (including any confidential information) upon request to be returned, and destroy other such documentation, data and other materials which have not been requested by the Parties to be returned.

30.3 Termination or expiry shall not affect or prejudice any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or any other right to payment or to damage or other remedy which the party may have accrued in respect of any breach of this Offer or otherwise which existed at or before the date of termination or expiry.

## **31. EXIT ASSISTANCE**

31.1 On termination or expiry of this Offer or any services (including any services to a particular site or sites) the provisions of this clause shall apply to ensure a smooth handover of the services to the Seeker.

31.2 If the Seeker terminates this Offer or any service under clause 28.1, then Seeker's costs in relation to the removal of its equipment and materials from any site or property, and its costs in relation to any exit management plan, shall be reimbursed to Seeker by Provider within twenty (20) Business Days of receipt of an invoice from Seeker, without limiting any other remedies available to Seeker.

31.3 If the Provider terminates this Offer or any service under clause 28, then Provider's costs in relation to the removal of the Seeker's equipment and materials from any site or property, and its costs in relation to any exit management plan, shall be reimbursed to Provider by Seeker within twenty (20) Business Days of receipt of an invoice from Provider, without limiting any other remedies available to Provider.

31.4 The principles on which an exit management plan in relation to the services shall be based on the condition set out in schedule 13 (Exit Management). The Parties shall develop an initial exit management plan within 2 months from Effective Date and thereafter shall update it regularly, in each case in accordance with schedule 13 (Exit Management). The Parties shall comply with such exit management plan during the handover period.

31.5 The Provider shall continue to provide the services during the handover period.

31.6 The costs of preparation of the exit management plan shall be borne equally by the Parties.

31.7 The Seeker shall continue to pay for the provision of the service during the handover period in accordance with the terms and conditions of this Offer.

## 32. FORCE MAJEURE

32.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Offer to the extent it arises from a force majeure event.

32.2 The party affected by the force majeure event shall:

- 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 Offer and shall update this information promptly on request by the other Party.
- 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 Seeker, 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 Offer.

32.3 A force majeure event shall not include any event that is caused by a landlord or any failure of a contractor or supplier of the Party relying on the force majeure event or which that Party could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost or due to a lack of funds for any reason or any other inability to pay.

32.4 Clause 32.1 shall not excuse a party's delay or non-performance arising from a force majeure event to the extent that the affected party's breach of clause 32.2(a) or 32.2(b) prevents the other party from mitigating the effects of the delay or non-performance arising from that force majeure event.

### **33. ASSIGNMENT OF RIGHTS AND OBLIGATIONS**

- 33.1 Unless otherwise agreed in writing, no rights, benefits or obligations under this Offer may be assigned or transferred, in whole or in part, by a Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
- 33.2 No consent is required from a Party under clause 33.1 for an assignment or transfer of rights, benefits or obligations under this Offer (in whole or in part) to an Affiliate of the other Party or to a joint venture licensee in which the other Party is a shareholder.
- 33.3 Any change of shareholding of a Party shall not affect the enforceability of this Offer between the Parties and shall not require the consent of the other Party.

### **34. NOTICE**

- 34.1 Any notice to be given by one party to the other party in connection with this Offer shall be in written form and in English and signed by or on behalf of the party given it.
- 34.2 A notice shall be duly served if:
  - a. Delivered by hand, at the time of actual delivery and signed by concerned personnel of the receiver or
  - b. Sent by facsimile, upon its receipt being confirmed;
  - c. Sent by registered delivery post (deemed to be received on the tenth (10th) Business Day following the date of such posting),
  - d. Sent by company email and the recipient confirms receipt,

provided that it shall not be permissible for either Party to serve any notices or documents relating to dispute resolution proceedings by e-mail and same shall be done by hand or prepaid registered post.

- 34.3 Where delivery occurs outside working hours, notice shall be deemed to have been received at the start of working hours on the next following Business Day.

34.4 The addresses of the Parties for the purpose of clause 34.1 are:

**Provider**

Address: Churchill Road, Lideta Sub-city, Woreda 10, P.O. Box 1047, Ethiopia.

Telephone: +251-115-551-0500

**Seeker**

Address: .....

34.5 Each party shall notify the other party in writing of a change to its details in clause 34.4 from time to time. All email addresses to be used for giving and receiving notices and other communications under this Offer shall be company email addresses.

## **35. ENTIRE OFFER**

35.1 This Offer constitutes the entire offer between the Parties in relation to the subject matter of this Offer. They supersede any previous draft, offer, arrangement or understanding, whether in writing or not, between the Parties relating to the subject matter of this Offer (including any confidentiality offer or “NDA” entered into), and set out the complete legal relationship of the Parties arising from or connected with such subject matters. In particular:

- a. No party shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other party that is not expressly set out in this Offer or any other transaction documents; and
- b. Except for any liability in respect of a breach of this Offer or any other transaction documents, and except as otherwise provided in this Offer, no party shall owe any duty of care or have any liability in tort or otherwise to the other party in relation to the subject matter of this Offer.

35.2 Nothing in this clause 35 shall have the effect of limiting any liability arising from fraud, willful misconduct, or willful concealment.

35.3 Nothing in this clause 35 shall limit the rights and obligations of a Party under the Proclamation, the Directive and any other applicable directive adopted by the Ethiopian Communications Authority or regulation issued under the Proclamation.

## 36. DISPUTE RESOLUTION

- 36.1 Each Party shall use its best endeavors to resolve any disputes between them concerning the implementation, application or interpretation of this Offer (a “**Dispute**”), in the first instance through negotiation between the Parties through the normal contacts, hereinafter referred to as Level 1.
- 36.2 In the event of the Parties failing to resolve the dispute at Level 1 within thirty (30) Calendar Days, either Party may upon service of notice to the other escalate the dispute to the determination by the ECA. The Party serving the notice shall include with such notice all relevant details including the nature and extent of the Dispute.
- 36.3 The time limits specified at paragraphs 36.2 above may be extended by mutual offer between the Parties.
- 36.4 Nothing herein contained shall prevent a Party from seeking (including obtaining or implementing) interlocutory or other immediate or equivalent relief.

## 37. GENERAL

- 37.1 **Relationship of the Parties:** Nothing in this Offer shall constitute a partnership, joint venture, employment, trust or franchise between the Parties nor make either party the agent of the other party for any purpose.
- 37.2 **Independency:** It is hereby understood and agreed that nothing in this Offer shall prevent or prohibit either Party from entering into any similar or identical arrangements or offers with any other party.
- 37.3 **Variation:** No variation of this Offer shall be valid unless it is in writing and signed by or on behalf of all the Parties to it or is in compliance with an intervention by the Ethiopian Communications Authority in accordance with the Directive. If this Offer is varied:
  - a. The variation shall not constitute a general waiver of any provisions of this Offer; and
  - b. The variation shall not affect any rights, obligations or liabilities under this Offer that have already accrued up to the date of variation.
  - c. The rights and obligations of the Parties under this Offer shall remain in force, except as, and only to the extent that, they are varied.

37.4 **Severability:** The invalidity, unenforceability of any provision of this Offer shall not affect the validity or enforceability of the remaining provisions of this Offer.

37.5 **Amendment:** Either Party may request by notice to the other Party that the Parties negotiate in good faith to amend or replace any unlawful, invalid, void or unenforceable provisions with a lawful, valid, binding and enforceable substitute provision or provisions. If the Parties cannot agree to these amendments within ten (10) Business Days of notification, then either Party may refer the dispute to dispute resolution under the Dispute Resolution Process.

37.6 **Waiver:** The waiver of any breach of, or failure to enforce, any term or condition of this Offer shall not be construed as a waiver of any other term or condition of this Offer. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

37.7 **Remedies:** The rights and remedies contained under this Offer are cumulative and not exclusive of any rights or remedies provided by FDRE law.

37.8 **Implementation of the Offer:** At its own cost, each party shall do anything that is required by law or may be reasonably necessary to implement and give effect to this Offer.

37.9 **Language:** This Offer shall be written in English language. All correspondence and other documents pertaining to this Offer which are exchanged by the parties, including any notices under clause 34, shall be written in English Language.

37.10 **Interpretation:** The language in all parts of this Offer must in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties acknowledge and agree that this Offer has been negotiated by the Parties and has been the subject of careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Offer with legal counsel, and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of this Offer.

37.11 **Costs:** Except as otherwise provided in this Offer, the Parties shall each be responsible for their own costs and charges incurred in connection with the negotiation, preparation, execution and implementation by it of this Offer.

37.12 **Governing law:** This Offer and any non-contractual obligations arising out of, or in connection with, it shall be governed by and interpreted in accordance with FDRE Law. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of FDRE.

37.13 **Further assurance:** At its own costs, each party shall do anything that is required by law or may be reasonably necessary to implement and give effect to this Offer.

## **38. COUNTERPARTS**

This Offer may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same Offer. Delivery of such counterparts by email attachment or telecopy shall be an effective mode of delivery. The Parties confirm that any facsimile copy of another party's executed counterpart of this Offer (or its signature page thereof) will be deemed to be an executed original thereof.

## **39. EFFECTIVE DATE OF THE OFFER**

Subject to clause 27.1, this offer shall come into force on the date of last signature by the last signing Party. Where the Parties affix their signature at different times, the later day shall be deemed to be the date of signature. If the date is not mentioned on the signature space, the date stated in the preamble of the Contract is deemed to be the date of signature of the contract.



In witness whereof, the Parties have executed this contract in duplicate, by a duly authorized representative of both Parties, as of the effective date.

SIGNED for and on behalf of

**Ethio Telecom**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

**Witnesses:**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED for and on behalf of

**Seeker**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of:

**Witnesses:**

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE 1

### SERVICE DESCRIPTION: TOWER AND POWER SERVICE

#### 1. Introduction

- 1.1 This Schedule provides the service description for the Tower and Power Service, under which Seeker shall lease tower and ground space and acquire DC power services on certain Sites from Provider and may install at or on the communications base stations erected there, such equipment as Seeker requires in order to provide communications services at such Sites. All equipment and plant that is deployed as part of the implementation of this Service shall comply with the relevant best industry practice standards as appropriate. All installation procedures used must comply with best industry practice standards where appropriate.
- 1.2 The Parties acknowledge and agree that, save as expressly set out in this Offer, the Provider shall be responsible for providing tower and power facilities, and the Seeker shall be responsible for acquiring, installing, operating and maintaining Communications Equipment that enables the Seeker to provide communication services.
- 1.3 Seeker may, not less than forty (40) Business Days prior to the expiry of the Term of any work order, notify Provider that the Term of that work order will be extended for a period of five (5) additional years on the same terms and conditions that applied at the expiry of the Term and the Term will be extended accordingly.

#### 2. Service Description

##### 2.1 Standard Requirements

The following are the Standard Requirements for the Allocated Space and Power Services to be provided at each Site for the monthly Fees referred to in Schedule 5 (Service Fees: Tower and Power Service):

Item	Standard Requirements	standard Allowance
1	Vertical space Tower (split window option)	5m
2	Ground space with plinth (meeting local planning requirements); ground space to be contiguous	2 sqm (2*1 sqm)
3	Maximum Tower wind loading (no limit on number/type of antenna)	4.5sqm
4	Average Monthly DC power load	3KW
5	Tower mounting poles (MW and RF antennas), grounding system to max 5 ohms and Equipment foundation	Included

## 2.2 License of Allocated Space

- a. The Seeker shall be permitted to install, maintain, operate, service, modify and/or replace its own Communications Equipment in the Allocated Space in accordance with this offer and the relevant work order.
- b. No person or entity other than the Seeker, any other member of the Seeker Group, and any of its personnel and/or third party contractors, shall have the right to install, maintain or operate the equipment or transmit or receive communications at, or otherwise use, any of the allocated space (other than cabling and conduits and other similar equipment that does not interfere with the operation of the Communications Equipment), except with the Seeker's prior written consent.
- c. The Seeker may request additional Allocated Space to install additional Communications Equipment in respect of any site or the relocation of an Allocated Space at a Site or an increase in the Power Services to the Allocated Space. Such request may only be refused by Provider on the grounds in Schedule 4 (Work order and implementation terms and conditions). Any such additional Communications Equipment, reallocation or increase in Power Services shall be effected as an Extended Service, ordered in accordance with the provisions of Schedule 4 (Work order and implementation terms and conditions). If additional Allocated Space is not available, the Provider is not obligated to provide space.
- d. The Seeker shall pay fees for additional Allocated Space used for installation of additional Communications Equipment or an increase in the Power Services to the Allocated Space, as agreed between the Parties and set out in the work order entered between the Parties, as set out in paragraph 4.4 of Schedule 5 (Service Fees: Tower and Power Service).
- e. Seeker's split window option for its vertical tower space means that Seeker may require in its Application that its 5-meter vertical space be broken into two vertical spaces, with one vertical space being higher on the Tower and the other vertical space being lower on the Tower as specified in its Application and in the Work Order.
- f. The Provider shall have the right from time to time to request that the Seeker reduces, to the extent reasonably possible, the wind loading of the Communications Equipment installed at a site. On receipt of such a request, the Provider and Seeker shall

negotiate in good faith to decide whether or not to consent to reduce the wind loading of the Communications Equipment installed at the site.

- g. Provider represents and warrants to Seeker that Provider (a) owns valid title to, or leases under a valid lease for, each Site and (b) owns valid title or valid interest in the Towers located thereon.

## 2.3 Power Services

- a. The Provider shall provide power supply suitable for powering the Communications Equipment installed for each site at a continuous power load of an average of 3KW in each calendar month ("**Power Services**"). With respect to the power supply for equipment to be installed at additional Allocated Space, the Provider shall provide the Seeker power supply as agreed upon by the Parties in the relevant work order.
- b. The Seeker's communication equipment power consumption shall not be beyond any power consumption standard agreed in this offer (Schedule 14).

## 2.4 Installed Power Equipment

- a. Subject to paragraphs (b) to (e) below, without limiting Seeker's obligation to pay the monthly recurring charges under Schedule 5 (Service Fees: Tower and Power Service), and without limiting Provider's obligation to provide the Power Services, Seeker may elect, and will be permitted, to install, operate and maintain its own power equipment in its Allocated Space and connect such equipment to and operate its Communications Equipment ("**Installed Power Equipment**") for the period prior to the date that the Provider's Power Services are RFS. If Seeker so elects, this will be set out in Seeker's Application and recorded in the relevant work order. Seeker shall consult with Provider as to the location of the Installed Power Equipment, but it will not be required to be in its Allocated Space if there is insufficient space in that area. There will be no additional Fees applicable to the temporary space for that Installed Power Equipment. Where the Site is grid connected, Provider shall provide and continue to maintain a metered grid connection for Seeker's Installed Power Equipment by the date set out in Seeker's Application.
- b. When the Provider's Power Services are RFS, then, unless the Parties otherwise agree, Seeker shall decommission and remove its Installed Power Equipment from the Site. The Parties will cooperate in good faith to ensure any downtime in Seeker's Communications Equipment is minimized in the transition from Seeker's Installed Power Equipment to Provider's Power Services.

### **3. Access and health and Safety**

- 3.1 The Seeker shall have the right to physical access at Provider site(s) as per the Access procedure set out in Part A of Schedule 10 (Access procedures and health and safety requirement) of this Offer.
- 3.2 Each Party shall comply with the terms and conditions set out in Part B of Schedule 10 (Access procedures and health and safety requirement) of this Offer, which relate to health and safety requirements and shall ensure that all persons who perform services for it in whatever capacity, including as contractor, sub-contractor, agent or employee are aware of and comply with such terms and conditions.

### **4. Chargeable Service Activities**

The applicable Fees for the Services described in this Schedule are contained in Schedule 5 (Service Fees: Tower and Power Service).

### **5. Cancellation of an Application for Tower and Power Use Service**

- 5.1 The Seeker may cancel its application for such Services at any stage during the process by notice to the Provider. If Seeker cancels the application after the work order effective date, and prior to the RFS Date for any reason other than the terms and conditions set out in the termination clause 28 or following a Casualty Event or in exercising a Relocation Right, then the Seeker will reimburse the reasonable, direct and verifiable cost incurred by the Provider in constructing the services.
- 5.2 The Provider shall prepare a statement of the incurred costs for the provision of the service in good faith and shall provide such other reasonable information as requested by Seeker to support Provider's calculation of costs. If Seeker disputes the statement of incurred costs, it may raise a dispute in accordance with clause 36 of the Offer.

### **6. Withdrawal of Tower and Power use Services**

The Seeker may, at any stage during the term of a work order, terminate the service under a work order prior to its expiry date by notice to the Provider. If Seeker terminates the work order after the work order effective date and after the RFS Date, for any events other than the termination clause set out in clause 28, following a Casualty Event or the exercise of its Relocation Right, the Seeker shall be charged as set out in Schedule 5 (Service Fees: Tower and Power Service). The currency split to be used for calculating the withdrawal fee shall be based on the exchange rates at the date for payment of the withdrawal fee.

## 7. **Interference**

7.1 The Parties agree that they shall not:

- Modify, damage, destroy, alter, tamper or in any other way interfere with, the other party's and any third party's communications equipment;
- Overload any site beyond that site's maximum wind load (without prejudice to the minimum permitted wind loading in the Standard Tower Requirements below);
- Overload any site beyond that site's maximum load capacity provided in Schedule 14 (Technical Specifications); and/or
- Do anything, nor to allow to subsist any circumstances, matter or thing, which is likely to damage the other Party's and any third party communications equipment on the sites or detract from or impair its performance or operation.

7.2 Each Party will comply with the specifications in Schedule 14 (Technical Specifications) of this Offer.

7.3 The Seeker agrees that it shall give to the Provider not less than ten (10) Calendar days' notice of any installation of additional Communications Equipment on any site after the commencement date of the work order. Once this work has been completed, the Application will be updated by Seeker, which will be deemed an amendment to the work order.

7.4 It is the responsibility of the Provider to ensure the security of the Site. If as a result of a security breach, any of Seeker's Communications Equipment is damaged or stolen, the Seeker shall notify Provider and Provider will promptly on demand reimburse Seeker for any costs and expenses in replacing the Communications Equipment that is damaged or stolen. For the purposes of assessing Provider's potential liability under this provision, Seeker shall notify Provider of the average value of the Communications Equipment on Sites subject to this Offer.

## **SCHEDULE 2**

### **SERVICE DESCRIPTION: SWITCHING ROOM COLLOCATION SERVICE**

#### **1. Introduction**

1.1 This schedule provides the service description for Switching Room Collocation Services. Under the Switching Room Collocation Service, Provider shall provide Allocated Space and Ancillary Services at each Switching Room location requested by Seeker.

- 1.2 All equipment and plant that is deployed by the Seeker and the Provider as part of the implementation of this service shall comply with the relevant best industry practice standards as appropriate. All installation procedures used must comply with best industry practice standards where appropriate.
- 1.3 The Parties acknowledge and agree that, save as expressly set out in this Offer, the Provider shall be responsible for the Switching Room facilities, and the Seeker shall be responsible for acquiring, installing, operating and maintaining all its Communications Equipment.
- 1.4 The Allocated Space under this Schedule shall be the space available to Seeker for installation of a rack and its Communications Equipment and the surrounding space for a walkway. The Provider shall provide access to the Allocated Space from the entrance to the facility, which will not be part of the Allocated Space.

## **2. Service Description**

### **2.1 Standard Requirements**

The following are the Standard Requirements for the Allocated Space and Ancillary Services to be provided by the Provider to the Seeker for the monthly Fees referred to in Schedule 6 (Service Fees: Switching Room Collocation Service):

- a. the space available for a Standard rack unit is from one (1) square meter to three (3) square meters of space.
- b. A DC power supply of 4kw
- c. Standby Power source and cooling system
- d. other technical standards and parameters of the Switching Room Colocation Service set out in Schedule 14 (Technical Specifications) of this Offer.

### **2.2 License of Allocated Space**

- a. The Seeker shall be permitted to install, maintain, operate, service, modify and/or replace its own Communications Equipment in the Allocated Space in accordance with this Offer and the relevant work order.
- b. No person or entity other than the Seeker, any other member of the Seeker Group, and any of their personnel and/or third party contractors shall have the right to install, maintain or operate the equipment or transmit or receive communications at, or otherwise use, any of the allocated space (other than cabling and conduits and other similar equipment that does not interfere with the operation of the Communications Equipment), except with the Seeker's prior written consent.

- c. The Seeker may request additional Allocated Space to install additional Communications Equipment in respect of any Switching Room or the relocation of an Allocated Space at a Site or an increase in the Ancillary Services at the Site. Such request may only be refused by Provider on the grounds in Schedule 4 (Work order and implementation terms and conditions). Any such additional Allocated Space, reallocation or increase in the Ancillary Services shall be effected as an Extended Service, ordered in accordance with the provisions of Schedule 4 (Work order and implementation terms and conditions). If additional Allocated Space is not available, the Provider is not obligated to provide space.

## 2.3 Power Supply

- a. The Provider shall provide power supply suitable for powering the Communications Equipment installed at each Switching Room in accordance with the Standard Requirements. With respect to the power supply for equipment to be installed at additional Allocated Space, the Provider shall provide the Seeker power supply as agreed upon by the Parties in the relevant work order.
- b. The Seeker's communication equipment power consumption shall not be beyond any power consumption standard agreed in this offer (Schedule 14).

## 3. **Chargeable Service Activities**

The applicable Fees for the Services described in this schedule are contained in Schedule 6 (Service Fees: Switching Room Collocation Service).

## 4. **Cancellation of an Application for Switching Room Collocation Service**

- 4.1 The Seeker may cancel its application for such Services at any stage during the process by notice to the Provider. If Seeker cancels the application after the work order effective date, and prior to the RFS Date, for any reason other than terms and conditions set out in the termination clause 27 or following a Casualty Event, then the Seeker will reimburse the reasonable, direct and verifiable cost incurred in constructing the services. The cancellation fee shall not apply where the RFS Date is more than sixty (60) days after the Target RFS Date and Seeker terminates the work order under clause 3.6 of Schedule 4 (Work order and implementation terms and conditions).

4.2 Provider shall prepare a statement of the incurred costs for the provision of the service in good faith and shall provide such other reasonable information as requested by Seeker to support Provider's calculation of costs. If Seeker disputes the statement of incurred costs, it may raise a dispute in accordance with clause 36 of the Offer.

## 5. **Withdrawal of Service**

The Seeker may, at any stage during the term of a work order terminate the service prior to its expiry date by notice to the Provider. If Seeker terminates the work order after the work order effective date and after the RFS Date, for any events other than the termination clause set out in clause 27 or following a Casualty Event, the Seeker shall be charged as set out in Schedule 6 (Service Fees: Switching Room Collocation Service). The currency split to be used for calculating the withdrawal fee shall be based on the exchange rates at the date for payment of the withdrawal fee.

## 6. **Interference**

6.1 The Parties agree that they shall not:

- Modify, damage, destroy, alter, tamper or in any other way interfere with, the other party's and any third party's communications equipment;
- Overload any site beyond that site's maximum load capacity provided in Schedule 14 (Technical Specifications); and/or
- Do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the other Party's and any third party communications equipment on the sites or detract from or impair its performance or operation.

6.2 Each Party will comply with the specifications in Schedule 14 (Technical Specifications) of this Offer.

## SCHEDULE 3

### SERVICE DESCRIPTION: TRANSMISSION CAPACITY SERVICE

#### 1. Introduction

- 1.1 This Schedule provides the service description for the Transmission Capacity Services.
- 1.2 The Provider has built DWDM/OTN ASON/WASON Optical transport network that connects the capital city with all major cities, all the major cities with each other, as well as the capital and all major cities to border gateways (Djibouti, Sudan, Kenya, and Somalia routes) with two or more directions. In the capital city (Addis Ababa), OTN ASON/WASON network with a fully meshed route is also available.
- 1.3 The DWDM/OTN ASON/WASON based system has the following features and capacities:
  - a. 100G channel capacity (per channel capacity) and most deployed sites can support a per channel capacity of 400G
  - b. 40λ system (the existing 40λ system can be smoothly upgraded to 80λ system)
  - c. ROADM configuration (has optical layer switching capacity of 4/9 degrees)
- 1.4 All work orders for Transmission Capacity shall have a minimum Term of five (5) Years, as specified by Seeker in its Application. Seeker may, on one or more occasions, on not less than twenty (20) Business Days prior to the expiry of the Term of any work order, notify Provider that the Term of that work order will be extended for a further period nominated by the Seeker on the same terms and conditions that applied at the expiry of the Term and the Term will be extended accordingly.

#### 2. Service Description

- 2.1 The Standard Requirements for the Transmission Capacity Service for the monthly Fees referred to in Schedule 7 (Service Fees: Transmission Capacity Services) are the technical standards and parameters of the Transmission Capacity Service set out in Schedule 14 (Technical Specifications) of this offer.
- 2.2 The Provider shall provide Transmission Capacity service, which enables the Seeker to connect the required traffic as per the Seeker's requirement at different rates/interfaces.
- 2.3 Seeker shall lease Transmission Capacity services ranging from 1GE to 100GE capacities according to its demand, via symmetric network interfaces on a permanent uncontended basis.
- 2.4 The Seeker's equipment shall be connected to the Provider's equipment via an intermediate Optical Distribution Frame (ODF) using appropriate patch cords.

2.5 Where the Transmission Capacity is to a node at the international border, the Transmission Capacity Service shall include from that node to the actual border, the distance from the node to the actual border will be included in calculating the monthly recurring charges for that service and any Service Levels shall include the portion from the node to the actual border. Seeker shall be responsible for handling of any traffic from the actual border to onward points.

2.6 When Provider provides a Quotation for Transmission Capacity Services under Schedule 4 (Work order and implementation terms and conditions), Provider shall include in that Quotation:

- a. the Fiber optic link details on the route between the point to point locations requested by Seeker in its Application, including physical maps (i.e., not a logical map) of the route showing the actual path of the Transmission Capacity route (when digital (i.e., KMZ) maps become available, they will be provided);
- b. the estimated length in meters of the Transmission Capacity route;
- c. the potential breakout points along the route, where Seeker may access the Transmission Capacity; and
- d. the Target RFS Date.

2.7 Where the point to point locations requested by Seeker in the Application comprise several sections of Transmission Capacity, Provider shall prepare a Quotation for each such section. In these circumstances, Provider shall use its best endeavors to align the Target RFS Date and the anticipated commencement and termination dates of the lease for each such section in its Quotations.

2.7 Where the Seeker requests in the Application for Transmission Capacity that the Target RFS Date for the Transmission Capacity and the Target RFS Date for a related Site are aligned, Provider shall use its best endeavors to align the Target RFS Date and the anticipated commencement and termination dates of each lease in its Quotations. If Provider fails to make the Site or Transmission Capacity RFS by the Target RFS Date, then rental shall not apply until such time as both the Site and the Transmission Capacity are RFS.

### **3 Geographic Restrictions**

- 3.1 These services can be provided by using the OTN ASON/WASON network which have been deployed throughout the country.
- 3.2 The Provider shall provide a secure facility for Seeker where Seeker shall have physical access to the Provider ODF and by means of a co-location Service under the terms and conditions of this Offer. If the facility is not in a Switching Room, then such facility shall be provided as part of the Transmission Capacity Service at no additional charge for Seeker. Provider shall ensure that Seeker can access the facility, including to connect to the facility, on a 24 hours a day, 7 days a week basis (or at specific times in accordance with the requirements of a third party landlord) for the purposes of using the Transmission Capacity Service.
- 3.3 The Seeker shall comply with best industry practice when connecting its own equipment to the ODF.

### **4 Flexibility Right**

- 4.1 Seeker may exercise a Flexibility Right, where Seeker wishes to change a Transmission Capacity route (being a change in the A end and/or the B end), at any time during the Term of a Work Order. Seeker shall bear its own costs in installing and/or relocating its equipment and service credits will not apply while Seeker's Communications Equipment is off air during the change in route. Seeker may not exercise a Flexibility Right more than twice in respect of a particular Transmission Capacity route (and any changed route) during the Term of the original Work Order.
- 4.2 To exercise any such Flexibility Right, Seeker shall (i) give Provider written notice of such exercise (including the date on which the change in route is required) and (ii) simultaneously issue an Application indicating the new Transmission Capacity route.
- 4.3 Provider shall issue a Quotation in respect of Seeker's Application in accordance with Schedule 4 (work order and implementation terms and conditions), unless Provider is entitled to decline to give a Quotation for that Application under that Schedule or unless Provider has insufficient bandwidth on the requested route (in which case, it will promptly notify Seeker). The term of, and the terms and conditions (including Fees) applicable to the Quotation shall be the same as the remaining term of, and the terms and conditions applicable to, the work order for the original Transmission Capacity route where the Flexibility Right has been exercised, provided that (i) no set-up fee or Advance Payment will be applicable for the new work order and (ii) if the new Transmission Capacity route is shorter or longer than, or if the capacity sought is less than or more than, the original

Transmission Capacity route, the monthly recurring charge in the new Quotation will be adjusted to reflect the length in kilometers of, and capacity sought for, the new Transmission Capacity route.

4.4 If Seeker exercises its Flexibility Right as to any Transmission Capacity route, Seeker shall be released from all obligations under the work order and this Offer with respect to such Transmission Capacity route, and the applicable work order shall be deemed terminated, with effect from the date of RFS Date for the new Transmission Capacity route. Provider shall reimburse Seeker for any amounts paid in advance, pro rata to the date of the change. Seeker will not be subject to any penalty or any amount being due to Provider as a result of exercise of its Flexibility Right.

## 5 **Chargeable Service Activities**

The applicable Fees for the Services described in this schedule are contained in Schedule 7 (Service Fees: Transmission Capacity Service).

5.1 Provider shall prepare a statement of the incurred costs for the provision of the service in good faith and shall provide such other reasonable information as requested by Seeker to support Provider's calculation of costs. If Seeker disputes the statement of incurred costs, it may raise a dispute in accordance with clause 36 of the main offer.

## 6 **Withdrawal of Transmission Capacity Services**

The Seeker may, at any stage during the term of work order applicable duration, terminate the service under a work order prior to its expiry date by notice to the Provider. If Seeker terminates the work order after the work order effective date and after the RFS Date, for any events other than the termination clause set out clause 27 or following a Casualty Event or in the exercise of its Flexibility Right, the Seeker shall be charged as set out in Schedule 7 (Service Fees: Transmission Capacity Services). The currency split to be used for calculating the withdrawal fee shall be based on the exchange rates at the date for payment of the withdrawal fee.

## 7 **Interference**

7.1 The Parties agree that they shall not:

- a. Modify, damage, destroy, alter, tamper or in any other way interfere with, the other party's and any third party's Network elements (boards, ODF and others); nor
- b. Do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the other Party's and any third party Network elements (boards, ODF and others) on the sites and routes or detract from or impair its performance or operation.

- 7.2 The Parties shall comply with Schedule 14 (Technical Specifications) of this Offer.
- 7.3 The Provider shall ensure that the sites and routes are kept in good and substantial repair condition and are maintained and operated at all times in accordance with best industry practice.

## **SCHEDULE 4**

### **WORK ORDER AND IMPLEMENTATION TERMS AND CONDITIONS**

#### **PART 1: General Terms Applicable to all Work Orders**

##### **1. Work Order**

- 1.1 The Seeker may only order Instances of a Service under a work order to the extent that those Instances relate to an existing Service not yet assigned by the Provider for, and legally occupied by, one or more third party seeker at the relevant time.
- 1.2 The Seeker may notify the Provider by email of an expression of interest in an Instance of a Service, using the template set out in Part 2 of this Schedule (if any). Provider shall acknowledge the receipt of the expression of interest by 5pm on the next Business Day by providing Seeker with a request identification number.
- 1.3 A joint technical site survey (“**TSS**”) will be conducted within five (5) Business Days after submission of the expression of interest notice by the Seeker and the Parties shall provide the necessary personnel for this purpose. Seeker shall provide a copy of the findings to Provider, using the template set out in Part 3 of this Schedule (if any). Each Party shall bear its own costs of participation in the TSS.
- 1.4 The Seeker may request an Instance of a Service by sending to the Provider the relevant draft work order (an **Application**) by email, stating the Instance of the Service to be provided and completing such variables within the relevant work order as are reasonably necessary for the Provider to provide a Quotation in accordance with paragraph 1.6 below, including the proposed expiry date for the work order. The Application shall use the template set out in Part 4 of this Schedule (an electronic signature will be sufficient in these circumstances) and shall include the results of any TSS. The Application shall include, where applicable, Seeker’s election to install Installed Power Equipment under clause 2.3(b) of Schedule 1 (Service Description: Tower and Power Service).
- 1.5 Provider shall give notice of receipt of an Application to the Seeker by email, immediately after the Application is received by the Provider.

1.6 The Provider shall as soon as reasonably practicable (and in any event, within ten (10) Working days after the Application is received by the Provider) issue a completed work order by email for consideration by the Seeker (a **Quotation**) in respect of the Instance of the Service and for the Term referred to in the Application. The Quotation shall use the template set out in Part 5 of this Schedule (an electronic signature will be sufficient in these circumstances) and shall contain all of the detail required by the relevant work order (including the Application) and shall include:

- a. Fees payable in respect of the relevant Instance of the Services, in accordance with the relevant Fees schedules;
- b. Any Advance Payment applicable;
- c. The Application, as an appendix, including a description of the Instance of the Services to be provided;
- d. Detailed drawings showing the layout of the Site and location of the Allocated Space and cable routes and any access ways, suitable for Seeker to properly install its Communications Equipment at the Site;
- e. Indicating whether the Site can currently meet the Standard Requirements (and, if not, what requirements can currently be met, including Allocated Space and Ancillary Services);
- f. indicating any alterations that would be required to meet the Standard Requirements and the Standard Tower Specifications or Ancillary Services (where applicable), including an approximate timeline for those alterations;
- g. The proposed milestones and any milestone dates to be adhered to during provision of the relevant Instance of the Services;
- h. The Target RFS Date; and
- i. Others, if any, as contemplated by this Offer.

1.7 Following receipt of the completed work order (the Quotation), the Seeker may:

- a. Issue a signed version of the work order by the way of confirmation of acceptance of the quotation (an electronic signature will be sufficient in these circumstances)
- b. Provide written notice to the Provider by email that it rejects the quotation or informing the Provider that it does not wish to proceed with the quotation at the time; or
- c. Provide written notice to the Provider by email that the Seeker requires further clarification and/or discussion on the quotation with details of the clarification and/or discussion required.

But, if the Seeker does not respond within thirty (30) Calendar days, it will be considered as if it dropped the request.

- 1.8 If the Seeker provides a notice to the Provider in accordance with paragraph 1.7 (c) above, the Seeker and the Provider shall negotiate in good faith and finalize the terms of the Quotation within fifteen (15) Business Days of the date of Seeker's notice; or within such other reasonable timeframe agreed by the Parties. The Provider shall submit a revised Quotation within five (5) Business Days of the Parties agreeing the terms and the provisions of paragraph 1.7 shall then apply to the revised Quotation submitted to the Seeker as if it were originally submitted in accordance with paragraph 1.6. If the Parties fail to reach offer on the Quotation, either Party may refer to the dispute (determination of the work order) to dispute resolution under the Dispute Resolution Process. If Seeker notifies Provider prior to the date of execution of the work order that Seeker's requirements have changed, Seeker may rescind its request.
- 1.9 If Seeker issues a signed version of the work order by the way of confirmation of acceptance of the quotation under paragraph 1.7 (a), then Provider shall countersign that work order within twenty four (24) hours (an electronic signature will be sufficient in these circumstances).
- 1.10 The Seeker is not bound to receive and pay for any Instance of the Services until signed work order has been issued in accordance with paragraph 1.7 (a) and this has been countersigned by the Provider under paragraph 1.9.
- 1.11 If the Seeker cancels its application after the Parties have executed the work order, and prior to the RFS Date, it shall be charged a cancellation fee as per the offer set out in the fees and payment schedule (from schedule 5 to 7).
- 1.12 Provider shall process Seeker's Application, and all other applications for an Instance of a Service (including to meet its own requirements), on a "first come, first served" basis. Provider must ensure that any space or capacity reservations for its own usage comply with the requirements of the Directive.
- 1.13 Each signed work order shall be governed by the terms and conditions of this Offer and, save as otherwise agreed and expressly stated in the work order, any terms and conditions appearing in any work order that are inconsistent with the terms and conditions of this Offer shall be void and of no effect to the extent of the inconsistency. The commencement date of a work order shall be the RFS Date (and, if relevant, the Initial RFS Date) for the relevant service.

- 1.14 If the Seeker makes a request which is to be effected as an Extended Service under this Offer:
  - a. where that Extended Service is requested under an initial Application, then the request shall be dealt with in the processing of that Application; and
  - b. where that Extended Service is requested after the relevant work order commencement date, then Seeker shall make an Application in relation to that request and the process in this Schedule shall apply and the relevant work order shall be amended.
- 1.15 Where this Offer provides that an amendment shall be made to a work order, the work order shall be deemed to be amended accordingly.
- 1.16 The Seeker may make available a software tool for the processing of expressions of interest, TSS reports, Applications and Quotations and other work order processes under this paragraph 1, using the same or substantially the same content as set out in the templates set out in Parts 2-5 of this Schedule. Provided that the Provider is reimbursed any reasonable costs incurred in adopting that software tool, the Parties shall use that software tool for the management of the work order process under this paragraph 1.

## **2. Refusal grounds**

- 2.1 Provider may only refuse an Application by Seeker or decline to give a Quotation on the basis of the Refusal Grounds set out in clause 2.3 and Provider shall justify those grounds in writing (including all necessary information to substantiate those grounds) and provide them to Seeker no later than ten (10) Business Days after receiving the Application, and a copy thereof shall be filed with the Ethiopian Communications Authority by either Party, not later than five (5) Business Days after the refusal has been submitted to Seeker. However, Provider may not claim Refusal Grounds where alterations to the Site, as contemplated by clause 2.5, would resolve the matter.
- 2.2 Provider shall meet with Seeker within five (5) Business Days of notice from Seeker requesting a meeting to discuss any refusal on the basis of the Refusal Grounds. The Parties will discuss in good faith means of resolving the matter, for not less than ten (10) Business Days.
- 2.3 The following reasonable grounds (the “**Refusal Grounds**”) are the only grounds on which Provider is entitled to refuse an Application from Seeker or decline to give a Quotation:
  - a. Insufficient capacity or space;
  - b. Illegality;
  - c. Safety, reliability, and incompatibility of facilities;

- d. Integrity and security of the telecommunications network or services; or
- e. Not economically or technically feasible.

If the Provider has been determined by the Ethiopian Communications Authority to have significant market power (SMP), then the only such ground shall be that it is not technically feasible.

### **Ready for Service**

2.4 Provider shall make the relevant Instance of the Service RFS on or before the Target RFS Date set out in the work order and shall use its reasonable endeavors to achieve RFS prior to that Target RFS Date. The Target RFS Date shall be not more than:

- a. in the case of upgrading of a power system at a Site for the Tower and Power Service, New fiber purchase is needed in case of Metro Fiber service or capacity upgrade is needed in the case of Transmission Capacity service, one hundred and twenty (120) Working days after the work order has been signed by both Parties; and
- b. in all other cases, thirty (30) Working days(or, where Tower rehabilitation is required, sixty (60) Calendar Days, or where Fiber rehabilitation is required, forty-five (45) Calendar Days) after the work order has been signed by both Parties.

2.5 Provider shall make whatever alterations are necessary to:

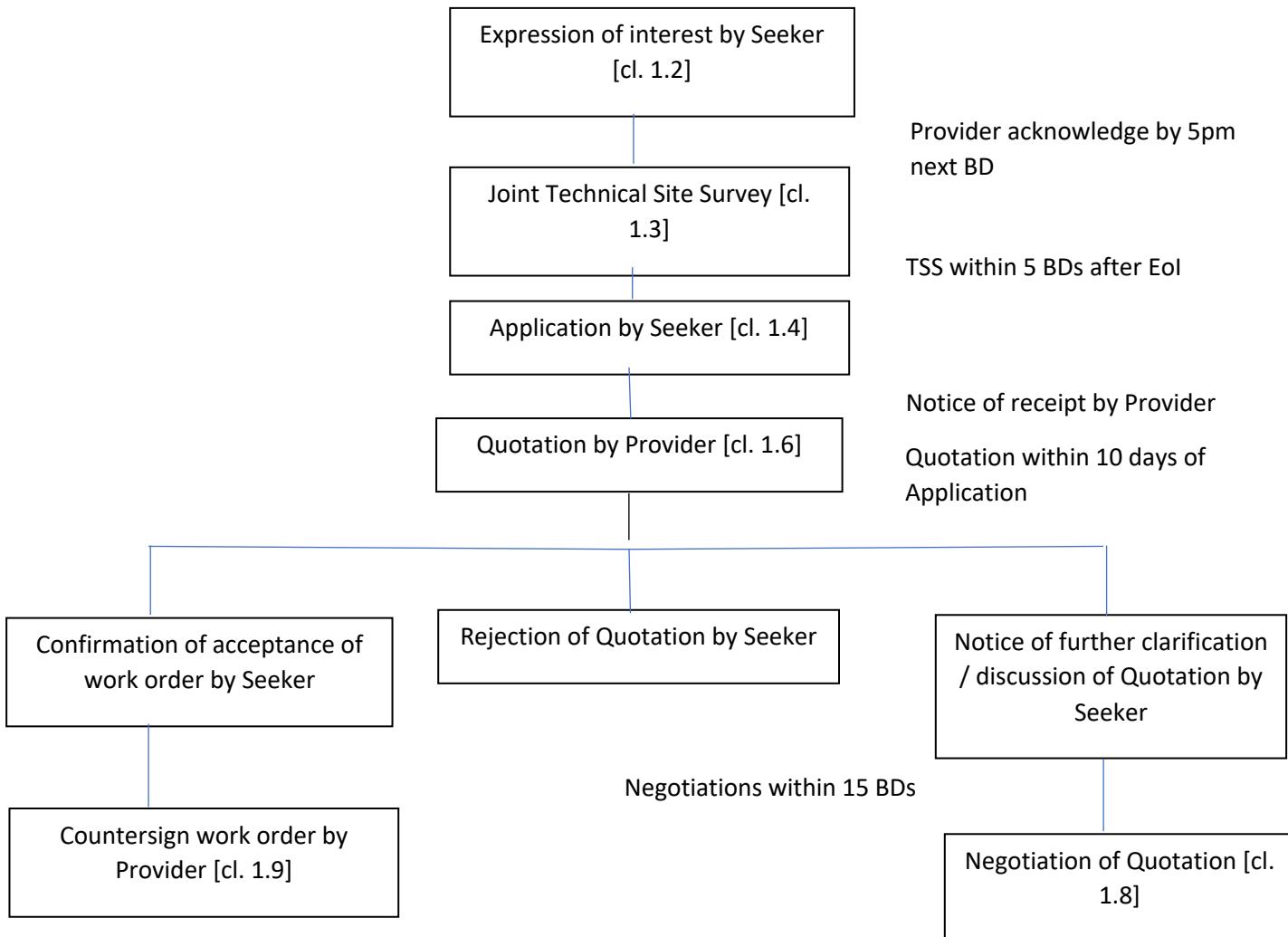
- a. its Sites, including rearrangement or replacement of Provider's existing antenna and/or equipment at the Site; and/or Tower or Pole extension or revision; and/or, where Power Services are to be provided, upgrading of the power system at the Site; and/or for Sites for Collocation, upgrades to Ancillary Services, alterations or installation of any cable trays or ladders, installing and terminating any tie cables; and
- b. its infrastructure between the Points, including fixing broken Dark Fiber and providing sufficient colocation space and access for Seeker,

in each case in order to meet Seeker's Standard Requirements and the Standard Tower Specifications (where applicable) and to make the Instance of the Service RFS.

2.6 Where Seeker has elected to install Installed Power Equipment at a Site under clause 2.3(b) of Schedule 1 (Service Description: Tower and Power Services), Provider shall complete any Tower rehabilitation work that is required within sixty (60) Calendar Days, and any associated Civil work and any other alterations within thirty (30) Calendar days, after the work order has been signed by both Parties. Provider shall cooperate with Seeker in installing its Installed Power Equipment at the Site and obtaining any necessary Approvals as soon as possible after that rehabilitation and civil work and other alterations has been completed.

- 2.7 As soon as an Instance of a Service is RFS, Provider shall issue a notice to Seeker informing Seeker of the same (the “**RFS Notice**”). All elements in the RFS checklist in the Appendix to this Schedule (RFS Checklist), where relevant, must be satisfied before an RFS Notice is given by Provider. Seeker may require Provider to provide evidence to support the structural analysis elements to be included with the RFS Notice.
- 2.8 Within ten (10) Business Days after receipt of a RFS Notice, Seeker will either accept or reject in writing the RFS Notice (giving reasons for rejection). If Seeker rejects the RFS Notice, Provider shall make the necessary modifications to the Site or the infrastructure between the Points to make the Instance of the Service RFS. If Provider disagrees with that rejection, on reasonable grounds, the Parties will attempt to resolve the difference within five (5) Business Days. If the Parties are unable to resolve their difference within that timeframe, the dispute shall be referred to the Dispute Resolution Process.
- 2.9 If Provider has not made the Instance of the Service RFS by the applicable Target RFS Date, Seeker shall be entitled to receive a credit (a “**Delayed RFS Credit**”) in an amount equal to (a) in respect of the first period of thirty (30) days after the Target RFS Date until the RFS Date, fifty percent (50%) of one (1) month’s Fees for such Instance calculated in accordance with this Offer; and (b) for each subsequent period of thirty (30) days after the Target RFS Date until the RFS Date, one (1) month’s Fees for such Instance calculated in accordance with this Offer (e.g., if the RFS Date is ninety (90) days after the Target RFS Date, then the Delayed RFS Credit will be an amount equal to two and a half (2.5) month’s Fees). At Seeker’s discretion, Delayed RFS Credits may be applied against any amount due to Provider under this offer or any other offer entered into between the Parties.
- 2.10 If the RFS Date is not within sixty (60) days after the Target RFS Date, Seeker may terminate the work order, without further liability to Provider and without prejudice to Seeker’s rights under this Offer, and may retain any Delayed RFS Credits accrued to that date and apply it in accordance with paragraph 2.9. In the case of the Tower and Power Service, if Seeker terminates the work order, Seeker may also either (a) require that the amount of any Advance Payment made in respect of the relevant work order be applied as a credit against the payment of an Advance Payment in respect of any other Site or (b) require the Provider to refund the Advance Payment (plus thirteen percent (13%)) within thirty (30) days of receipt of notice of termination. Seeker may exercise its Relocation Right in accordance clause **Error! Reference source not found.** of Schedule 1 (Service Description: Tower and Power Service).

- 2.11 Clauses 2.4 to 2.10 also apply in respect of the Interim RFS where Seeker is entitled to install its Installed Power Equipment.
- 2.12 Provider shall meet the Milestones specified in the work order by the relevant Milestone Dates. Provider must promptly notify the Seeker if:
  - 2.12.1 work on achieving the Milestone ceases for more than five (5) consecutive Business Days; or
  - 2.12.2 Provider fails, or is aware of a circumstance under which it would reasonably expect to fail, to achieve a Milestone by its Milestone Date, setting out the reasons for the cessation, failure or expected failure to achieve the Milestone by the relevant Milestone Date, the expected date by which the Milestone will be achieved and the impact, if any, of the delay in achieving the Target RFS Date.
- 2.13 In this Schedule (and in other parts of this Offer where the term is used), unless the context otherwise requires:
  - 2.13.1 "**RFS**" means the time at which an Instance of a Service is ready for Seeker to use and to install, commission and operate its Communications Equipment; and
  - 2.13.2 "**RFS Date**" means, in respect of an Instance of a Service, the date of acceptance of the RFS Notice by Seeker.
- 2.14 In this Schedule (and in other parts of this Offer where the term is used), unless the context otherwise requires, in those circumstances where Seeker is entitled to install its Installed Power Equipment at a Site:
  - 2.14.1 "**Interim RFS**" means the time at which an Instance of a Service where Seeker is entitled to install its Installed Power Equipment is ready for Seeker to use and to install, commission and operate its Communications Equipment, following completion of any tower rehabilitation and associated civil works and other alterations;
  - 2.14.2 "**Interim RFS Date**" means, in respect of an Instance of a Service where Seeker is entitled to install its Installed Power Equipment, the date of acceptance of the Interim RFS Notice by Seeker; and
  - 2.14.3 "**Target Interim RFS Date**" means the date for completion of any Tower rehabilitation work and any associated civil work and other alterations in accordance with clause 2.6 above.



## Work Order Templates

### Part 2: Expression of interest template

Details of Site [Service seeker to complete sufficient details for Ethio Telecom to identify]

### Part 3: TSS findings template

### Part 4: Application Template

**A. For Tower and Power Services**

<b>APPLICATION INFORMATION</b>	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	

<b>SITE INFORMATION</b>	
ETHIO TELECOM SITE ID	
ETHIO TELECOM SITE NAME	
DISTRICT	
WOREDA	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
SEEKER SITE ID	
SEEKER SITE NAME	
SEEKER REGION	
SITE ADDRESS	
TOWER TYPE ID	
BUILDING HEIGHT (M)	
TOWER HEIGHT (M)	

<b>Other Application details</b>	
<b>Critical Sites</b>	
Whether Site is a Critical Site (Y/N)	
<b>Site Class</b>	
Class 1(incl. all Critical Sites) (Y/N)	
Class 2(Y/N)	
Class 3(Y/N)	
<b>Split window option</b>	
seeker exercises split window option (Y/N)	

<b>Installed Power Equipment</b>	
Seeker wishes to install Installed Power Equipment (Y/N)	
Details of seeker's Installed Power Equipment	As set out below
<b>Alignment with Transmission Capacity</b>	
Request for alignment of Target RFS Date with Transmission Capacity Target RFS Date (Y/N)	
Aligned Transmission Capacity details	

<b>Location of Allocated Space on Tower</b>				
Vertical space on Tower (5m standard requirement)				
		M		M
If split window option		M		M
Measurement of height from	Bottom line height (Y/N)		Centre line height (Y/N)	
*All antenna to the top of the window				

**Information on Seeker's Communications Equipment Installed on the Tower:**

Antennas (RF)							Cables			
Type (exist /new)	Qty	Manuf	Model	Height (m)	Dimensions (mm)	Azim (°)	Pole	Type	Qty	Size (*)
<b>Antenna mounting bracket required (Y/N)</b>										
<b>Remarks</b>										

Antennas (MW transmission)							Cables			
Type (exist /new)	Qty	Manuf	Model	Height (m)	Dimensions (mm)	Azim (°)	Pole	Type	Qty	Size (*)
<b>Antenna mounting bracket required (Y/N)</b>										
<b>How antenna mounting brackets to be installed</b>										
<b>Remarks</b>										

TMA/ODU/RRU/Filter/Other details								
Type (exist /new)	Qty	Type	Manu f	Model	Height (m)	Weight (kg)	Dimensions (mm)	Azim (°)
<b>Remarks</b>								

**Ground Space and other details:**

Ground Space Used at Site				
Description	Length (mm)	Width (mm)	Height (mm)	Area (m <sup>2</sup> )
				m <sup>2</sup>
<b>Total Ground Space Area:</b>				m <sup>2</sup>
<b>Additional Ground Space Area (above 2sqm):</b>				m <sup>2</sup>

Remark: Total Ground Space allowance is 2m<sup>2</sup> (2\*1m) for equipment per Site

Cabinets/Equipment details/power requirements								
Type (exist /new)	Qty	Type	Tech nology	Manu f	Model	Weight (kg)	Dimensions (mm)	
<b>Required additional power consumption (over 3kw)</b>								
<b>Remarks</b>								

### Installed Power Equipment

If relevant

Cabinets/Installed Power Equipment details								
Type (exist /new)	Qty	Type	Technology	Manuf	Model	Weight (kg)	Dimensions (mm)	AC power requirements
<b>Remarks</b>								

### Attachments

Results of joint Technical Site Survey

**for Service seeker**

[electronic signature suitable]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **B. For Switching Room Colocation Services**

APPLICATION INFORMATION	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	

SWITCHING ROOM INFORMATION	
REGION	
CITY/TOWN	
LOCATION NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	

<b>RACK SPACE</b>	
RACK SPACE	[ ] sqm of space
<b>ADDITIONAL SERVICES</b>	
EXTRA POWER LOAD (ABOVE STANDARD REQUIREMENT) (Y/N)	
EXTRA POWER LOAD	[ ] KW
<b>ALIGNMENT WITH TRANSMISSION CAPACITY/INFRASTRUCTURE SHARING AND COLOCATION</b>	
REQUEST FOR ALIGNMENT OF TARGET RFS DATE WITH TRANSMISSION CAPACITY TARGET RFS DATE/INFRASTRUCTURE SHARING AND COLOCATION SERVICE COMMENCEMENT DATE (Y/N)	
ALIGNED TRANSMISSION CAPACITY/INFRASTRUCTURE SHARING AND COLOCATION SERVICE COMMENCEMENT DETAILS	
<b>COMMENTS</b>	
COMMENTS	

Type	Qty	Equipment rack size (W x D x H) or pole height	Candidate position	Floor	Power source	DC Breaker rating	Power consumption	Max heat dissipation

Cable tray	AC cooling	Grounding bar	Distance from ET PDF (m)	Distance from ET PDF (m)	Remark

**Term expiry date** (years following work order commencement date) [Seeker to specify as per ISA] : \_\_\_\_\_ years following work order commencement date

**Attachments**

Results of joint Technical Site Survey

**for service seeker**

[electronic signature suitable]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**C. For Transmission Capacity Services**

<b>APPLICATION INFORMATION</b>	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	

<b>TRANSMISSION CAPACITY INFORMATION</b>	
SERVICE CATEGORY [ADDIS ABABA/ REGIONAL]	
<b>SITE A</b>	
SEEKER SITE ID	
SEEKER OM SITE NAME	
ETHIO TELECOM SITE ID	
ETHIO TELECOM SITE NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	

<b>SITE B</b>	
SEEKER SITE ID	
SEEKER SITE NAME	
ETHIO TELECOM SITE ID	
ETHIO TELECOM SITE NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
<b>TRANSMISSION CAPACITY</b>	
DETAILS OF TRANSMISSION CAPACITY SOUGHT [1G; 10G; 100G]	
QUANTITY	
TRANSMISSION CAPACITY SERVICE TYPE [PO1, PO2, PO3]	

**Term expiry date** (years following work order commencement date) [Seeker to specify as per ISA] : \_\_\_\_\_

**Attachments**

Results of joint Technical Site Survey (if any)

**for Service seeker**

[electronic signature suitable]

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**Part 5: Quotation template**
**A. For Tower and Power Services**

<b>QUOTATION/WORK ORDER INFORMATION</b>	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	
ETHIO TELECOM CONTACT	
PHONE NUMBER OF ETHIO TELECOM CONTACT	

<b>SITE INFORMATION</b>	
ETHIO TELECOM SITE ID:	
ETHIO TELECOM SITE NAME	
DISTRICT	
WOREDA	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
SEEKER SITE ID	
SEEKER SITE NAME	
SEEKER REGION	
SITE ADDRESS	
TOWER TYPE ID	
BUILDING HEIGHT (M)	
TOWER HEIGHT (M)	

<b>Other details</b>	
<b>Critical Sites</b>	
Whether Site is a Critical Site (Y/N) [As per Application]	
<b>Site Class</b>	
Class 1(incl. all Critical Sites) (Y/N) [as per Application]	
Class 2(Y/N)	

Class 3(Y/N)	

### **Service Seeker Application**

Service seeker Application is set out in the Appendix to this Work Order.

Refer to the updated Application for the latest service Seeker configuration and list of equipment.

### **B. For Switching Room Colocation Services**

<b>APPLICATION INFORMATION</b>	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	
ETHIO TELECOM CONTACT	
PHONE NUMBER OF ETHIO TELECOM CONTACT	

<b>SWITCHING ROOM INFORMATION</b>	
REGION	
CITY/TOWN	
LOCATION NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
<b>RACK SPACE</b>	
RACK SPACE	[ ] sqm of space
<b>ADDITIONAL SERVICES</b>	
EXTRA POWER LOAD (ABOVE STANDARD REQUIREMENT) (Y/N) [as per Application]	
EXTRA POWER LOAD	[ ] KW

**ALIGNMENT WITH TRANSMISSION CAPACITY/INFRASTRUCTURE SHARING AND COLOCATION**

REQUEST FOR ALIGNMENT OF TARGET RFS DATE WITH TRANSMISSION CAPACITY TARGET RFS DATE/INFRASTRUCTURE SHARING AND COLOCATION SERVICE COMMENCEMENT DATE (Y/N)	
ALIGNED TRANSMISSION CAPACITY/INFRASTRUCTURE SHARING AND COLOCATION SERVICE COMMENCEMENT DETAILS	
<b>COMMENTS</b>	
COMMENTS	

**C. For Transmission Capacity Services**

<b>APPLICATION INFORMATION</b>	
DATE ISSUED	
REVISION NUMBER	
PROJECT (NEW/EXPANSION)	
SEEKER CONTACT	
PHONE NUMBER OF SEEKER CONTACT	
ETHIO TELECOM CONTACT	
PHONE NUMBER OF ETHIO TELECOM CONTACT	

<b>TRANSMISSION CAPACITY INFORMATION</b>	
<b>SITE A</b>	
SEEKER SITE ID	
SEEKER OM SITE NAME	
ETHIO TELECOM SITE ID	

ETHIO TELECOM SITE NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
<b>SITE B</b>	
SEEKER SITE ID	
SEEKER SITE NAME	
ETHIO TELECOM SITE ID	
ETHIO TELECOM SITE NAME	
LATITUDE (DECIMAL)	
LONGITUDE (DECIMAL)	
<b>TRANSMISSION CAPACITY</b>	
DETAILS OF TRANSMISSION CAPACITY [1G; 10G; 100G]	
QUANTITY	
TRANSMISSION CAPACITY SERVICE TYPE [PO1, PO2, PO3]	
<b>COMMENTS</b>	
COMMENTS	

<b>Other details</b>	
<b>Service Category</b>	
Service Category [insert either Addis Ababa or Regional Services]	
<b>Route details</b>	
Route details [insert details of route, including physical maps (i.e., not a logical map) of the route showing the actual path of the Transmission Capacity route (when digital (i.e., KMZ) maps become available, they will be provided)]	
<b>Estimated length</b>	
Estimated length of route (m)	

### RFS CHECKLIST FOR TOWERS

**Ethio Telecom Site ID :** \_\_\_\_\_

**Service seeker Site ID :** \_\_\_\_\_

**RFS Date :**

NO	DESCRIPTION	DONE	NOT APPLICABLE	REMARKS
<b>A</b>	<b>(a) Civil Works</b>			
1.	Antenna support structures completed with accessories for Service seeker antenna installations			
2.	Correct Plinth/Platform Dimensions and Positions for Service seeker Communications Equipment			
3.	Complete cable support structure provided from equipment location to antenna locations			
4.	OSP entry ducting and hand hole completed as per site design			
5.	Power ducting from kWH meter and/or backup generator location completed as per site design			
<b>B</b>	<b>Safety and Working Conditions</b>			
1.	Ladders, hand rails, grid platforms provided as needed			
2.	Tower climbing ladder completed with complete climbing safety system installed			
3.	Safe access to equipment locations			
4.	Safe access to antenna locations			
5.	Fence, Gate and Key Lock of the site is properly prepared.			
<b>D</b>	<b>Grounding System</b>			
1.	Equipment grounding system installed and connected to main grounding system			
2.	Tower grounding busbars installed and connected to main grounding system			

<b>3.</b>	Site grounding resistance test completed and results within specification			
<b>E</b>	<b>Antenna Installations</b>			
<b>1.</b>	Space Available for RF and MW Antenna Assemblies at correct height and azimuth			
<b>2.</b>	Antenna mounting brackets ready for install.			

SIGNED for and on behalf of

Ethio Telecom

Authorized signatory

SIGNED for and on behalf of

Service seeker

Authorized signatory

## SCHEDULE 5

### SERVICE FEES: TOWER AND POWER SERVICE

#### 1. General

The Parties agree that the following should be the fee for the Tower and Power Service, for the purpose of this Offer.

- 1.1 Monthly fees for all services the Provider provides to the Seeker set out in this schedule and unless otherwise specified, all prices are exclusive of VAT.
- 1.2 Fees for additional services shall be charged in accordance with the respective work order.
- 1.3 All Fees, with respect to any Site, shall be incurred from the date that is ten (10) Business Days after the RFS Date for such Site. Invoices shall not be issued prior to that date.
- 1.4 The Parties agree that the fees for all Tower and Power services shall be as specified in this Schedule 5. Each fee specified in this Schedule 5 shall be calculated and payable from the date in paragraph 1.3 above.
- 1.5 All obligations under this Schedule 5 (Service Fees: Tower and Power Services):
  - a. to pay an amount in United States dollars, are subject to clauses 5.4 in the main body of this Offer; and
  - b. to pay the Ethiopian Birr, are subject to clause 5.5 in the main body of this Offer.
- 1.6 The Provider shall invoice the Seeker the fees monthly (or, if that date is not a Business day, the next Business day) and the Seeker shall pay such invoices in accordance with this Offer. Invoices may not be issued prior to the commencement date of the relevant work order.

## 2 Fees and payment activities and structure

Chargeable activities and structure related to Tower and Power services are:

- 2.1 the Advance Payment
- 2.2 Leasing Tower and Power services (Monthly recurring charges) :/site/month
- 2.3 Failing to meet Service Levels set in Schedule 9 (Service Level Offer): upon failure to meet Service Levels, a Credit will be payable by Provider
- 2.4 Fault not found fee: upon Seeker fault report and fault is not found following the Provider investigation.
- 2.5 Cancellation of an application for services: one-time payment per cancellation/Site.
- 2.6 Withdrawal service: one-time payment per Withdrawal/site.

## 3 Advance Payment

- 3.1 Following a work order being entered into between the access seeker and access provider for the Tower and Power services at a Site, Seeker shall be required to pay to Provider an amount in United States dollars and ETB to twelve (12) months monthly recurring charges in respect of that Site (the "**Advance Payment**").
- 3.2 Provider may issue an invoice for an Advance Payment at any time following the RFS Date for the relevant Site and Seeker shall pay the Advance Payment within twenty (20) Business Days after the date of receipt of the relevant invoice in accordance with clause 5 of the main body of this Offer. Provider shall promptly issue a tax registered receipt for those payments.
- 3.3 If Seeker pays the Advance Payment, the first rental payment in respect of the Site shall be due on the tenth (10<sup>th</sup>) business day after the date that is twelve (12) months after the RFS Date.
- 3.4 If Seeker subsequently requests an Extended Service for a Site under Schedule 4 (Work order and implementation terms and conditions) during the twelve (12) month Advance Payment period under paragraph 3.1, Seeker shall pay a further amount in United States dollars as an Advance Payment, being the monthly recurring charges for that Extended

Service in respect of the period from the commencement of that Extended Service until the end of the twelve (12) month period that originally applied to the Site under paragraph 3.1.

#### **4 Fees for Tower and Power Use Service**

##### **4.1 Cancellation of an application for Site/s**

If the Seeker cancels its application for a service at any stage in the process after the work order effective date, and prior to the RFS Date, for any reason other than terms and conditions set out in the termination clause 28 or following a Casualty Event or in exercising a Relocation Right, it will be charged as set out in clause 5 of schedule 1 (Service Description: Tower and Power Service). The cancellation fee shall not apply where the RFS Date is more than sixty (60) days after the Target RFS Date and Seeker terminates the work order under clause 2.10 of Schedule 4 (Work order and implementation terms and conditions) or where Seeker has made an Advance Payment in respect of the work order.

##### **4.2 Monthly recurring charges**

The following are the monthly recurring charge fees payable by Seeker for Provider providing the Tower and Power Services at a Site in accordance with the Standard Requirements:

Per Site/per month (excl. VAT)		
Site Classes	USD	ETB
Class_1	720	165,271.00
Class_2	543	154,100.00
Class_3	420	150,000.00

**Table 8.1 -Monthly recurring charges**

a. The above monthly recurring charges shall apply:

- i. for work orders entered between the access provider and access seeker, monthly recurring charges after the twelve (12) months Advance Payment period; and

- ii. for work orders entered between the access provider and access seeker after annual anniversary date, to monthly recurring charges from the date in paragraph 1.3 above.
- b. For the purposes of the above table, Class 1 Sites mean Sites in Addis Ababa, in regional cities and major social and economic cities, as well as Critical Sites in any location. Class 2 Sites means Sites in regional towns and major social and economic woredas and in woreda cities labelled as a city by Central Statistics Service of Ethiopia and Class 3 Sites means Sites in rural and ultra-rural areas.
- c. **Critical Sites** shall be those Sites, nominated by Seeker and set out in the relevant Application included in the work order, where Seeker requires a higher set of Service Levels and associated Credits (e.g., because they are hub sites or other high value sites for Seeker). Where Seeker nominates a Site from a Provider pre-approved list, then these Sites shall be Critical Sites and the Quotation issued on this basis. Where Seeker nominates a Site that is not from a pre-approved list, then these Sites shall be Critical Sites if Provider confirms in its Quotation, otherwise it will be a normal Site within the relevant category.
- d. All monthly recurring charges payable in Ethiopian Birr (ETB) shall be subject to an annual price escalation to be calculated based on the official annual non-food Items Inflation Index as published by the Ethiopian Statistics Service, and all monthly recurring charges payable in United States Dollar (USD) shall be subject to an annual 2% price escalation. The revised charges will take effect at the beginning of each contract year.

#### 4.3 Additional services

Any additional Allocated Space, and additional Power Services, that may be required beyond the Standard Requirements shall attract additional charges as provided for below (reduced proportionally for fractions of one unit):

Tower and Ground Extra	Unit	Monthly Fee (excluding VAT)
Extra Tower Vertical Space Charge	1 m	ETB 20,000.00
Extra Tower wind loading Charge above 4.5sqm	+1 m <sup>2</sup>	ETB 20,000.00

Tower and Ground Extra	Unit	Monthly Fee (excluding VAT)
Extra Ground Space Charge	+1 m <sup>2</sup>	ETB 5,390.00
Power Services	Unit	Monthly Fee (excluding VAT)
Extra Power Load, greater than 3KW	1.0 KW	USD 200

#### 4.4 Tenancy Discounts

If the Authority announces that a new operator will be entering the Ethiopian telecommunications market, either party may notify the other to initiate good faith negotiations on the terms of a tenancy discount available to Seeker per additional tenant on any Site where Seeker is a tenant. If the parties have not reached offer on the terms of any tenancy discount within twenty (20) Business Days of that initial notice, either party may refer the dispute to the Dispute Resolution Process (determination of discount).

#### 4.5 Failing to meet Service level offers

If the Provider fails to meet the agreed Service Levels for this service, Credits will apply as per Schedule 9 (Service Level Offer). For the period covered by the twelve (12) month Advance Payment under paragraph 3, the Credits shall be payable by Provider to Seeker in cash.

#### 4.6 Fault not found fee

- 4.6.1 If the Seeker reports a fault on an Instance of a Service and when Provider investigates that service and the service is found to meet, or exceed, the service specifications, a “Fault Not Found” would be deemed as the result. In that case, where there have been at least six (6) “Fault Not Found” outcomes in any calendar month period in respect of the relevant Site, the Provider can charge the Seeker the full cost incurred for investigating and attending to such fault investigation in respect of any further “Fault Not Found” outcomes in that calendar month at that Site.
- 4.6.2 The Provider shall prepare the costs incurred in the fault investigation in good faith and the Seeker shall also pay the incurred cost in the circumstances in paragraph 4.6.1.

S.No.	Withdrawal (W) (term remaining*)	Penalty (% charge under clause 4.2 for the remaining Contract periods of the withdrawal Site/s)
1	More than 80% of term remaining	50%
2	Between 60%-80% of term remaining	40%
3	Between 40%-60% of term remaining	30%
4	Less than 40% of term remaining	25%

\*Total term from commencement of work order

**Table 8.2 -Withdrawal Fees**

## SCHEDULE 6

### SERVICE FEES: SWITCHING ROOM COLLOCATION SERVICE

#### 1. General

The Parties agree that the following shall be the fee for the Switching Room Collocation Service, for the purpose of this Offer.

- 1.1 Monthly fees for all services the Provider provides to the Seeker set out in this schedule and unless otherwise specified, all prices are in ETB and exclusive of VAT.
- 1.2 Fees for additional services shall be charged in accordance with the respective work order.
- 1.3 All Fees, with respect to any Site, shall be incurred from the date that is ten (10) Business Days after the RFS Date for such Site. Invoices shall not be issued prior to that date.
- 1.4 There will be no service set-up fees chargeable for Switching Room Collocation Services.
- 1.5 The Parties agree that the fees for all services shall be as specified in this Schedule 6. Each fee specified in this Schedule 6 shall be calculated and payable from the date in paragraph 1.3 above.
- 1.6 All obligations under this Schedule 6 (Service Fees: Switching Room Collocation Service):
  - a. to pay an amount in United States dollars, are subject to clauses 5.4 in the main body of this Offer; and
  - b. to pay some portion in Ethiopian Birr and some portion amount in United States dollars, are subject to clause 5.5 in the main body of this Offer.
- 1.7 Where a service is brought into the scope of this offer part way through a calendar month, the first month's monthly fees for such site shall be pro-rated accordingly.
- 1.8 Where a service ceases to be within the scope of this offer part way through a calendar month, the last month's monthly payment for such service shall be pro-rated accordingly.
- 1.9 The Provider shall invoice to the Seeker the fees monthly (or, if that date is not a Business day, the next Business day) and the Seeker shall pay such invoices in accordance with this Offer. Invoices may not be issued prior to the commencement date of the relevant work order.

1.10 If Seeker has requested an alignment of RFS Dates under clause **Error! Reference source not found.** of Schedule 2, and the Instance of the Switching Room Collocation Service is RFS prior to the RFS Date for the Transmission Capacity Services or the commencement date of Infrastructure sharing and colocation Services which were to be aligned, then rental for the Switching Room Collocation Service shall not commence until the RFS Date for the Transmission Capacity Services or the commencement date of Infrastructure sharing and colocation Services, as the case may be.

## 2. Fees and payment activities and structure

Chargeable activities and structure related to Switching Room collocation services are:

- 2.1 The Advance Payment
- 2.2 Switching Room Collocation services (Monthly recurring charges): /site/month (ETB).
- 2.3 Failing to meet Service level offers set in Schedule 9 (Service Level Offer): upon failure to meet Service Levels, a Credit will be payable by Provider
- 2.4 Cancellation of an application for Switching Room Collocation services: one-time payment per cancellation.
- 2.5 Withdrawal of Switching Room Collocation service: one-time payment per Withdrawal.

## 3. Advance Payment

- 3.1 Following a work order being entered into between the Parties prior to the third (3<sup>rd</sup>) anniversary of the Effective Date for an Instance of the Switching Room Collocation Service, Seeker shall be required to pay to Provider an amount in United States dollars and ETB to twelve (12) months monthly recurring charges under paragraph 4.1 below in respect of that route (the **“Advance Payment”**).
- 3.2 Provider may issue an invoice for an Advance Payment at any time following the RFS Date for the relevant Instance of the Switching Room Collocation Service and Seeker shall pay the Advance Payment within twenty (20) Business Days after the date of receipt of the relevant invoice in accordance with clause 5 of the main body of this Offer. Provider shall promptly issue a tax registered receipt for those payments.

3.3 If Seeker pays the Advance Payment, the first rental payment in respect of the relevant Instance of the Switching Room Collocation Service shall be due on the tenth (10<sup>th</sup>) business day after the date that is twelve (12) months after the RFS Date.

3.4 If Seeker subsequently requests an Extended Service for a Switching Room under Schedule 4 (Work order and implementation terms and conditions) during the twelve (12) month Advance Payment period under paragraph 3.1, Seeker shall pay a further amount in United States dollars as an Advance Payment, being the monthly recurring charges for that Extended Service in respect of the period from the commencement of that Extended Service until the end of the twelve (12) month period that originally applied to the Switching Room under paragraph 3.1.

#### **4. Fees for Switching Room Collocation Service**

##### **4.1 Monthly recurring charges**

The following are the monthly recurring charge fees (excluding VAT) payable for Provider providing the Switching Room Collocation Services at a Site in accordance with the Standard Requirements:

<b>Switching Room Collocation Service</b>		
<ul style="list-style-type: none"> <li>▪ Availability as per SLA</li> <li>▪ Partial redundancy (AC and DG) in power and cooling</li> <li>▪ Energy density of 4KW</li> <li>▪ </li> </ul>		
<b>Monthly rent per rack (excl. VAT)</b>		
Per 1 rack	USD	ETB
	434.8	100,438.8

**Table 9.1:** Monthly recurring charges

a. The above monthly recurring charges shall apply:

- i. for work orders entered between the Parties prior to first anniversary of the Effective Date, to monthly recurring charges after the twelve (12) months Advance Payment period; and

- ii. for work orders entered between the Parties after first anniversary of the Effective Date, to monthly recurring charges from the date in paragraph 1.3 above.
- iii. All monthly recurring charges payable in Ethiopian Birr (ETB) shall be subject to an annual 20% price escalation. The revised charges will take effect at the beginning of each contract year.

#### 4.2 Additional services

The per rack charge above applies to any additional racks, with the same performance characteristics, that Seeker may require as part of the Switching Room Collocation Service. Any additional power that may be required beyond the Standard Requirements shall attract additional charges as provided for below (reduced proportionally for fractions of one unit):

Power	Unit	Monthly Fee (excluding VAT)
Extra Power Load, above Standard Requirement	1.0 KW	USD 200

#### 4.3 Failing to meet Service level offers

If the Provider fails to meet the agreed Service Levels for this service, Credits will apply as per Schedule 9 (Service Level Offer). For the period covered by the twelve (12) month Advance Payment under paragraph 3, the Credits shall be payable by Provider to Seeker in cash.

#### 4.4 Withdrawal Fees

If at any stage during the term of a work order, the Seeker withdraws the service before the expiry date of the work order and after the RFS Date for any kind of reason other than terms and conditions set out in the termination clause 28 or following a Casualty Event, it shall be charged as set out below.

S.No.	Withdrawal (W) (term remaining)	Penalty (% charge under clause 3.1 for the remaining Contract periods of the withdrawal Site/s)
1	More than 80% of term remaining	50%
2	Between 60%-80% of term remaining	40%
3	Between 40%-60% of term remaining	30%
4	Less than 40% of term remaining	25%

**Table 9.2: Withdrawal Fee**

## SCHEDULE 7

### SERVICE FEES: TRANSMISSION CAPACITY SERVICE AND DUCT SERVICE

#### 1. General

The Parties agree that the following shall be the fee for the Transmission Capacity Services, for the purpose of this Offer.

- 1.1. Monthly fees for all services the Provider provide to the Seeker set out in this schedule and unless otherwise specified, all prices are exclusive of VAT.
- 1.2. Fees for additional services shall be charged in accordance with the respective work order.
- 1.3. All Fees, with respect to any Service, shall be incurred from the date that is ten (10) Business Days after the RFS Date for such Instance of a Service. Invoices shall not be issued prior to that date.
- 1.4. There will be no service set-up fees chargeable for Transmission Capacity Services.
- 1.5. The Parties agree that the fees for all services shall be as specified in this Schedule 7. Each fee specified in this Schedule 7 shall be calculated and payable from the date in paragraph 1.3 above.
- 1.6. All obligations under this Schedule 7 (Service Fees: Transmission Capacity Service):
  - a. to pay portion of an amount in United States dollars, are subject to clauses 5.4 in the main body of this Offer; and
  - b. to pay portion of an amount in Ethiopian Birr, are subject to clause 5.5 in the main body of this Offer.

- 1.7. Subject to paragraph 1.11 below, no minimum volume commitment applies for Transmission Capacity Services.
- 1.8. Where a service is brought into the scope of this offer part way through a calendar month, the first month's monthly fees for such site shall be pro-rated accordingly.
- 1.9. Where a service ceases to be within the scope of this offer part way through a calendar month, the last month's monthly payment for such service shall be pro-rated accordingly.
- 1.10. The Provider shall invoice the Seeker the fees monthly (or, if that date is not a Business day, the next Business day) and the Seeker shall pay such invoices in accordance with this Offer. Invoices may not be issued prior to the commencement date of the relevant work order.
- 1.11. Seeker shall commit to making Applications for not less than twenty (20) Transmission Capacity routes/links in the nine (9) month period following the Effective Date.

## **2. Fees and Payment Activities and Structure**

Chargeable activities and structure related to Transmission Capacity services are:

- 2.1. The Advance Payment
- 2.2. Transmission Capacity services (Monthly recurring charges): Per KM/month
- 2.3. Failing to meet Service level offers set in Schedule 9 (Service Level Offer): upon failure to meet a Service Level, a Credit will be payable by Provider
- 2.4. Cancellation of an application for Transmission Capacity services: one-time payment per cancellation.
- 2.5. Withdrawal of Transmission Capacity services: one-time payment per Withdrawal.

## **3. Advance Payment**

- 3.1. Following a work order being entered into between the access provider and access seeker for an Instance of the Transmission Capacity Service, Seeker shall be required to pay to Provider an amount in United States dollars and in ETB twelve (12) months monthly recurring charges under paragraph 4.1 below in respect of that route (the "**Advance Payment**").
- 3.2. Provider may issue an invoice for an Advance Payment at any time following the RFS Date for the relevant Instance of the Transmission Capacity Service and Seeker shall pay the Advance Payment within twenty (20) Business Days after the date of receipt of the relevant invoice in accordance with clause 5 of the main body of this Offer. Provider shall promptly issue a tax registered receipt for those payments.

3.3. If Seeker pays the Advance Payment, the first rental payment in respect of the relevant Instance of the Transmission Capacity Service shall be due on the tenth (10<sup>th</sup>) business day after the date that is twelve (12) months after the RFS Date.

#### 4. Fees for Transmission Capacity Services

##### 4.1. Monthly recurring charges

The amounts in the tables in paragraphs 4.1.1 ,4.1.2 and 4.1.3 below are expressed in United States dollars and in ETB and The monthly recurring charge per kilometer shall be accordingly.

###### 4.1.1. Monthly recurring charges for Addis Ababa Services

Capacity	Price per KM/Month (excl. VAT)				
	PO1		PO2		PO3
	USD	Birr	USD	Birr	
1G					
10G	222.40	51,374.40	259.60	59,967.60	
2*10G	334.00	77,154.00	389.20	89,905.20	
3*10G	444.80	102,748.80	518.80	119,842.80	
4*10G	556.00	128,436.00	648.80	149,872.80	
5*10G	667.20	154,123.20	778.40	179,810.40	
100G	1,100.80	254,284.80	1,284.40	296,696.40	
2*100G	1,468.00	339,108.00	1,651.60	381,519.60	
3*100G	1,834.80	423,838.80	2,018.40	466,250.40	

Capacity	Price per KM/Month (excl. VAT)				
	PO1		PO2		PO3
	USD	Birr	USD	Birr	
4*100G	2,201.60	508,569.60	2,385.60	551,073.60	
5*100G	2,569.20	593,485.20	2,752.40	635,804.40	
6*100G	2,936.00	678,216.00	3,119.20	720,535.20	
7*100G	3,302.80	762,946.80	3,486.40	805,358.40	
8*100G	3,669.60	847,677.60	3,853.60	890,181.60	
9*100G	4,036.80	932,500.80	4,220.00	974,820.00	
200G	1,468.00	339,108.00	1,651.60	381,519.60	
400G	2,201.60	508,569.60	2,385.60	551,073.60	

**Table 12.1:** Monthly recurring charges FOR METRO Transmission Service

4.1.2. \Monthly recurring charges for Regional Services

Capacity	Price per KM/Month (excl. VAT)					
	PO3		PO2		PO1	
	USD	ETB	USD	ETB	USD	ETB
1G						
10G	30.80	7,114.80	46.00	10,626.00	53.60	12,381.60
2*10G	46.00	10,626.00	69.20	15,985.20	80.40	18,572.40
3*10G	61.60	14,229.60	92.00	21,252.00	107.20	24,763.20
4*10G	76.80	17,740.80	115.20	26,611.20	134.00	30,954.00
5*10G	92.00	21,252.00	138.00	31,878.00	160.80	37,144.80
6*10G	107.20	24,763.20	160.80	37,144.80	187.60	43,335.60
7*10G	122.80	28,366.80	184.00	42,504.00	214.40	49,526.40
8*10G	138.00	31,878.00	206.80	47,770.80	241.20	55,717.20
9*10G	153.20	35,389.20	230.00	53,130.00	268.00	61,908.00
10*10G	168.80	38,992.80	252.80	58,396.80	294.80	68,098.80

**Table 12.2:** Monthly recurring charges FOR Regions

- a. The above monthly recurring charges shall apply:
  - i. for work orders entered between the access provider and access seeker, to monthly recurring charges after the twelve (12) months Advance Payment period; and
  - ii. for work orders entered between the access provider and access seeker after the annual advance payment, to monthly recurring charges from the date in paragraph 1.3 above.
- b. For the purposes of this paragraph 4.1, “PO1”, “PO2” and “PO3” are defined in paragraph 9.1 of Schedule 9 (Service Level Offer). Paragraph 4.1.1 applies where the A end and the B end of the Transmission Capacity are in Addis Ababa. Paragraph 0 applies where the A end of the Transmission Capacity is in Addis Ababa or in a regional area and the B end is in a regional area. Paragraph 3 applies where the A end and B end of the Transmission Capacity is in Addis Ababa or in a regional area.
- c. All monthly recurring charges payable in Ethiopian Birr (ETB) shall be subject to an annual 20% price escalation. The revised charges will take effect at the beginning of each contract year.

#### 4.2. Failing to meet Service level offers

If the Provider fails to meet the agreed Service Level for this service, Credits will apply as per Schedule 9 (Service Level Offer). For the period covered by the twelve (12) month Advance Payment under paragraph 3, the Credits shall be payable by Provider to Seeker in cash.

#### 4.3. Withdrawal Fees

If at any stage during the term of a work order, the Seeker withdraws the service before the expiry date of the work order and after the RFS Date for any kind of reason other than terms and conditions set out in the termination clause 28 or following a Casualty Event or in the exercise of its Flexibility Right, it shall be charged as set out below.

S.No.	Withdrawal (W) (term remaining)	Penalty (% charge under clause 3.2 for the remaining Contract periods of the withdrawal Services)
1	More than 80% of term remaining	50%
2	Between 60%-80% of term remaining	40%
3	Between 40%-60% of term remaining	30%
4	Less than 40% of term remaining	25%

**Table 12.3: Withdrawal Fees**

## SCHEDULE 8

### ALLOCATED SPACE

#### 1. Allocated Space for Tower and Power Use Services

- 1.1 Seeker to provide the list of items to be installed on the tower and ground space in its application, as updated from time to time.
- 1.2 Panel antennas, microwave and associated RRUs located within a 5-meter vertical meter space (or in two separate spaces where the split window option is exercised)
- 1.3 Alternatively, unless the split window option is exercised, Seeker may install microwave dishes above or below the relevant 5 vertical meter space(s) with the prior written consent of the Provider (consent not to be unreasonably withheld), subject to subsequent relocation at the Provider's request if such space above or below the 5-meter vertical space is licensed by the Provider to any third party;
- 1.4 Standard outdoor cabinets
- 1.5 Power rating of equipment based on Kw calculation -48VCD.

#### 2. Allocated Space for Switching Room

- 2.1 Seeker to provide the list of items to be installed on core site switch room in its Application, as updated from time to time.
- 2.2 Standard cabinets of the switches
- 2.3 Power rating of equipment based on Kw calculation -48VCD and 220VAC

## SCHEDULE 9

### SERVICE LEVEL OFFER

#### Part A: General

##### 1. Introduction

1.1 This schedule details the service levels to which Provider commits with regard to the provision, operation and maintenance of Services covered by this Offer. Services are at all times provided subject to the terms and conditions set out in this Offer.

##### 2. SLA Scope

2.1 This Schedule (the **SLA**) sets the mutually agreed terms and conditions for the service provisioning, Operation and maintenance as well as the respective payments and penalties for the services set out in schedules 1 to 3. The SLA shall be implemented in adherence to this offer.

2.2 If Provider fails to achieve a Service Level, Provider must credit to Seeker the value of the applicable service credit (**Credit**).

2.3 Notwithstanding anything else in this Offer, Provider will not be liable for any failure to achieve a Service Level (and consequently will not be liable to credit the value of any applicable Credit to Seeker) to the extent the failure is caused or contributed to by any wrongful act or omission of Seeker or its personnel, including breach of this Offer, or any force majeure event.

2.4 Credits are not intended to be an estimate of the loss Seeker may suffer as a result of Provider failing to meet the Service Levels, but rather an agreed reduction in the Fees to reflect Provider's failure to perform them to the standard agreed by the Parties. Credits are in addition to, and do not limit, any other rights or remedies available to Seeker for Provider's failure to meet the Service Levels. Credits do not exclude, limit or restrict Provider's other obligations or liabilities under this Offer.

##### 3. Operation and Maintenance

###### 3.1 General

The Provider shall be responsible for providing, operating and maintaining its own facilities and equipment that enables the Seeker to provide communication services.

#### 4. Service Availability

- 4.1 Service Levels that measure “**Availability**” measure the total amount of time a specific service is available for the Seeker without disturbance or failures within a calendar month. The Provider shall ensure service availability by providing back up connections for the primary connections.
- 4.2 In the case of the Tower and Power Service, Availability relates to the provision of Power Services at each Site. In the case of Switching Room Collocation Services, Availability relates to the provision of power to the Communications Equipment at the Site.
- 4.3 Availability of a Service is defined on a per-site basis for each calendar month, expressed as a percentage and calculated as follows:

$$\text{Availability} = Ah/Th * 100$$

Where:

Ah = the total number of hours in the relevant calendar month (or part thereof) during the entirety of which the Service is Available at a site; and

Th = the total number of hours in such calendar month, excluding any hours when the Service was not available due to:

- i. subject to clause 10.2, any planned maintenance being carried out by the Provider in accordance with this Offer, or
- ii. a force majeure event, including where the Provider is unable to access that site to remedy the Service unavailability due to a force majeure event.

#### 5. Mean time to repair and fault frequency

- 5.1 Service Levels that measure “**Mean Time to Repair**” or “**MTTR**” measure the mean of the duration of all faults in the Service during the calendar month, with the duration of each

fault being the period between when the fault in the Service started and when that fault ended. Mean Time to Repair is measured in respect of each Instance of the Service.

5.2 Service levels that measure “**Fault Frequency**” measure the number of faults in the Service during the calendar month. Fault Frequency is measured in respect of each Instance of the Service. A reference to a Fault Frequency of 2 means that there must be 2 or more faults in the Service during the calendar month to satisfy the Service Level or the threshold for Credits. A reference to a Fault Frequency of 1 means that there must be a single fault in the Service during the calendar month to satisfy the Service Level or the threshold for Credits.

## **6. Geographical areas**

6.1 Service Levels that relate to Addis Ababa apply to Sites that are physically located within the administrative boundaries of the city of Addis Ababa.

6.2 Service Levels that relate to Regional Cities apply to Sites that are physically located within the administrative boundaries of regional towns and major social and economic woredas and in woreda cities labelled as a city by Central Statistics Agency of Ethiopia.

6.3 Service Levels that relate to Rural or Deep Rural areas apply to Sites that are physically located outside the administrative boundaries of either Addis Ababa or Regional Cities.

6.4 The definitions of Class 1 Sites, Class 2 Sites and Class 3 Sites are set out in clause 7.1 below.

## **Part B: Service Levels for Tower and Power Service**

### **7. Service Levels for Tower and Power Service**

#### **7.1 Site Classes**

A. Site Classes shall be either:

i. Class 1: all Sites in Addis Ababa, in regional cities and major social and economic cities, as well as all Critical Sites regardless of their location.

- ii. Class 2: all Sites in regional towns and major social and economic woredas and in woreda cities labelled as a city by Central Statistics Agency of Ethiopia, except for Critical Sites; and
- iii. Class 3: all Sites in rural and ultra-rural areas, except for Critical Sites.

B. The Site Class for a particular Site shall be set out in the relevant Application included in the work order, depending on the location of the Site and whether Seeker defines it as a Critical Site.

C. **Critical Sites** shall be those Sites, nominated by Seeker and set out in the relevant Application included in the work order, where Seeker requires a higher set of Service Levels and associated Credits (e.g., because they are hub sites or other high value sites for Seeker). Where Seeker nominates a Site from a Provider pre-approved list, then these Sites shall be Critical Sites and the Quotation issued on this basis. Where Seeker nominates a Site that is not from a pre-approved list, then these Sites shall be Critical Sites if Provider confirms in its Quotation, otherwise it will be a normal Site within the relevant category.

## 7.2 The Service Levels are:

- A. For each Class 1 Site, Availability is at least 98.0%;
- B. For each Class 2 Site, Availability is at least 97.0%; and
- C. For each Class 3 Site, Availability is at least 94.0%.

## **Part C: Service Levels for Switching Room Collocation Service**

### **8. Service Levels for Switching Room Collocation Service**

#### 8.1 Site Classes

- A. Site Classes shall be either:
  - i. SR-Class 1: All Switching Rooms in Addis Ababa, in regional cities and major social and economic cities; or

- ii. SR-Class 2: All Switching Rooms in regional towns and major social and economic woredas and in woreda cities labelled as a city by Central Statistics Agency of Ethiopia, and all Switching Rooms in rural and ultra-rural areas.

B. The Site Class for a particular Site shall be set out in the relevant Application included in the work order.

8.2 The Service Levels are:

- A. For each SR-Class 1 Site, Availability is at least 99.5%; and
- B. For each SR-Class 2 Site, Availability is at least 98.0%.

8.3 The Service Levels shall be measured on an individual Switching Room basis.

#### **Part D: Service Levels for Transmission Capacity Service**

##### **9. Service Level Offer for Transmission Capacity services**

9.1 Service Level Categories shall be either:

- A. PO1: The service will have diamond 1+1 protection scheme. In this Service Level Category, there will be dynamic rerouting and can withstand multiple fiber cuts and permanent 50ms protection switching is provided.
- B. PO2: The services protection will be configured with SNCP scheme. In this Service Level Category, the working route will be switched to the protection route when the working route fails within 50ms.
- C. PO3: The service will have link configuration and there will not be any backup route configuration.

9.2 The Service Levels are:

- A. For PO1, Availability shall be not less than 99.9% in any calendar month;
- B. For PO2, Availability shall be not less than 99.5% in any calendar month;
- C. For PO3, where the A end and the B end of the Transmission Capacity are in Addis Ababa, MTTR shall be not more than (i) six (6) hours, where the Fault Frequency is

two (2), or (ii) twelve (12) hours, where the Fault Frequency is one (1), in any calendar month; and

D. For PO3, where the A end of the Transmission Capacity is in Addis Ababa or in a regional area and the B end is in a regional area, MTTR shall be not more than (i) eight (8) hours, where the Fault Frequency is two (2), or (ii) sixteen (16) hours, where the Fault Frequency is one (1), in any calendar month.

#### **Part E: Exemptions and fault escalation**

##### **10. Service Level Exemptions for all Service**

10.1 The Service Levels in this Schedule shall not apply where the Service Level failure is a direct result of:

- A. Interruptions during planned maintenance or other activities agreed in writing by the Seeker for the purpose of allowing the Provider to upgrade, change, implement an order, maintain, or repair the Networks and equipment;
- B. the acts or violation of the Seeker or its subcontractors on the Provider networks and equipment; or
- C. a force majeure event.

10.2 If any planned maintenance continues for more than six (6) hours in respect of a Site in any calendar month, then that continuation will be included in the calculation of any Service Level performance.

##### **11. Fault Escalation Process**

11.1 Each Party shall use this process as a communicative means to inform other party involved in a proactive manner of a potential SLA breach.

11.2 Faulty escalation initiated due to (but not limited to) the following reasons:

- A. Management of a major problem, especially where impact to business is high and the problem is taking too long to isolate the cause of the incidents/faults;
- B. A prolonged outage that exceeds or threatens to exceed the SLA or time frame;

- C. Frequently recurring or multiple related high-priority incidents where the priority is related to business impact and urgency.
- D. Security breaches identified or reported by the Seeker without a workaround that is mutually agreed upon;
- E. Risk of potential or actual damage to the Seeker's or Provider's reputation;
- F. If one of the Party complains on fault resolution process;

11.3 The Party in whose Network the fault occurs is responsible for rectifying it and restoring services including for restoring the supply of Facilities and/or Services.

11.4 Each Party will be responsible for its own fault management escalation procedures and shall offer full assistance for Infrastructure sharing and colocation faults.

11.5 Immediately after Effective Date, each Party will agree on and appoint twenty-four (24) hour contact points for Fault Reporting (Fault Reporting Contacts) and appropriate senior contacts Fault Escalation (Fault Escalation Contacts), with appropriate telephone numbers and email addresses provided. First, Second and third level Fault Escalation Contacts should be at progressively higher levels of management and decision-making authority.

11.6 Either Party may appoint new Fault Reporting Contacts and/or Fault Escalation Contacts by providing notice in writing to the other Party. The names and contact information for such Fault Reporting Contacts and Fault Escalation Contacts shall be included.

## **12. Fault review**

12.1 The Parties will agree a process for the review of persistent or significant faults that occur and a means of addressing these faults so that they do not occur again in the future.

SIGNED for and on behalf of  
Ethio Telecom

Authorized signatory

## SCHEDULE 10

### ACCESS PROCEDURES AND HEALTH AND SAFETY REQUIREMENTS

#### Part A: Access

##### 1. ACCESS

- 1.1 Except for emergency situations, in the event that the Seeker or any of its employees, representatives, agents, contractors, or subcontractors wishes (“**Seeker personnel**”) to enter a site to perform any form of maintenance, repair, installation, or supervision of any of its Communications Equipment, the Seeker shall notify the Provider no less than three (3) Business days prior to such visit through a system developed by the Provider (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. Seeker shall provide a list of Seeker’s personnel, and date, time of intended visit to the responsible Providers unit and the Provider shall assign its personnel so that the Seeker shall be able to access the sites accompanied by the Provider personnel at the time of the notified visit upon production of a gate pass.
- 1.2 In the event of an emergency situation in which the Seeker or any of the Seeker personnel needs to enter a site to perform repairs, to the extent possible, the Seeker shall notify the responsible personnel of the Provider or an alternative designated staff member by email and telephone or shall leave a message for responsible personnel of the Provider or an alternative designated staff member and the Provider shall assign its personnel immediately so that the Seeker personnel shall access the sites accompanied by the Provider personnel. If they have not had any contact with the responsible personnel of the Provider or an alternative designated staff member within 15 minutes after leaving such message (or such shorter period if the emergency dictates), the Seeker has the right to access the sites. The Seeker shall communicate through email to the responsible Provider Management as soon as practicable after the repair has been made but in no event more than 6 hours after such repair has been completed. For emergency site access, the Seeker shall strictly follow the Provider’s site access policy as set out in this Part A.
- 1.3 The parties shall, within sixty (60) days of the Effective Date of this Offer, discuss access processes where Seeker may obtain the necessary permissions and provide notices

regarding site access through the Provider's network operations center (NOC). The parties will also consider the potential for a joint NOC for these purposes.

- 1.4 Provider shall notify Seeker of at least three (3) contact points for each site (the Guard, Supervisor, Security Senior Manager) and that each contact should have authority to approve entry by Seeker personnel onto the site. If there is more than one guard, then the contact details of each guard should be provided. Where Provider operates a roster, Provider shall notify Seeker of information on the rotation cycle, which shall be updated on a weekly basis.
- 1.5 The Seeker shall request the Provider site entrance ID (gate pass) for its Seeker personnel that are engaged in maintenance, repair, installation, or inspection of any of its Communications Equipment and shall hold their entrance ID (gate pass) upon access to the sites.
- 1.6 The Provider shall be responsible to issue (and reissue when they expire) site entrance ID (gate pass) which will be valid for multiple entries to all sites for a period of not less than three (3) months for Seeker's personnel that are responsible for maintenance, repair, installation, or inspection of any Communications Equipment. The Seeker shall request a reissue of any gate pass by two (2) weeks prior to the expiry of that three (3) month period, and the Provider shall reissue that gate pass for Seeker's personnel prior to the expiry of that three (3) month period.
- 1.7 The Seeker shall, for the first bulk provisioning of gate passes, notify the Provider of a full list of Seeker personnel that require access to the sites and the Provider shall confirm its approval of those Seeker personnel and issue gate passes within fourteen (14) days of Seeker's notice.
- 1.8 For any subsequent individual approvals (e.g., where a new person joins the Seeker personnel) that require access to the sites, the Seeker shall notify the Provider of that individual and the Provider shall confirm its approval of those Seeker personnel and issue gate passes within four (4) days of Seeker's notice.
- 1.9 Where a Seeker personnel resigns or is dismissed, then Seeker shall promptly notify the Provider. The individual will be expected to hand in the gate pass on the last day of his/her employment, and the Seeker shall deliver the gate pass to the Provider within four (4) days of that date.

- 1.10 Provider shall ensure that Seeker will have unobstructed use of any road, track or other accessway for accessing a Site (including rooftops and landlord controlled but collocated sites) and the associated Allocated Space twenty-four (24) hours a day, seven (7) days a week, at no charge.
- 1.11 Where, in this Offer or any work order, Seeker is entitled to access a Site and perform activities at that Site, any Contractor of Seeker shall have the same right. In that case, Seeker shall be responsible for the actions of its Contractors.
- 1.12 For the purposes of this Schedule 10, an “**emergency situation**” arises where, in the opinion of the Seeker, there is an immediate impact on its customers or Seeker has a legal obligation to resolve the issue.

## **Part B: Health and Safety**

### **2. General obligations**

The following general OSH requirements are to be observed by Seeker when undertaking activities at any Site:

- a) Seekers shall be expected at all times to pay the utmost attention to managing safety in undertaking activities at any Site;
- b) Seeker shall be ultimately responsible for ensuring the safety of its staff, sub-contractors and agents, the employees of Provider (when they are involved in any of the activities) and any third party, as well as to protect property whilst undertaking activities at any Site;
- c) Seeker shall implement best practice in relation to safety management and practices;
- d) Seeker shall bring the information contained herein as well as other safety documentation to the attention of its staff, sub-contractors, and agents, before they undertake any work;
- e) No work is to begin on any Provider Site until Seeker and Seeker’s employees, sub-contractors and agents working on the Site have received site-specific safety induction training;

- f) Seeker is expected to be in conformity with relevant laws and regulations amongst which are those relating to occupational safety and health (**OSH**). Seeker is responsible for the consequences resulting from any non-conformity to the OSH legislation and rules by themselves, their sub-contractors, employees or agents; and
- g) In the interest of continually improving safety, Provider and Seeker shall endeavor to share knowledge of work methods and safety management techniques.

### **3. Occupational safety and health systems**

Seeker shall have in place dedicated OSH management systems that ensure that appropriate standards of health, safety and wellbeing are maintained. Seeker shall implement policies, procedures and an appropriate culture to meet the following core requirements when undertaking activities at any Site:

- a) A senior person is designated with the responsibility for the delivery of health, safety and wellbeing;
- b) Roles and responsibilities with respect to the delivery of health, safety and wellbeing are clearly defined throughout Seeker's organization;
- c) Seeker has access to appropriate levels of expert OSH advice;
- d) Appropriate systems and processes are in place, together with the allocation of adequate resources to identify and address the risks associated with activities at the Site by its employees, suppliers, sub-contractors and any other third party;
- e) The OSH training needs of its employees, sub-contractors and suppliers are assessed and the appropriate level of training delivered to ensure that all persons are trained to deliver their assigned tasks in a safe manner; and
- f) Health, safety and wellbeing performance is continually monitored and reviewed through programs of inspections, testing and audits.

#### **4. Safety induction**

Prior to commencement of works at any Site, Seeker or its appointee available on site shall ensure that safety induction is given to all Seeker's and sub-contractor's or agent's personnel who are to visit or work on Site.

#### **5. Lone working**

Where work at any Site involves the need for working alone in works that involve construction activities, installations, modifications, excavations, repairs, fabrications, dismantling, renovations, painting, alterations to structures, testing/ examinations/ inspections, confined space work activities, work at height or other such activity, a risk assessment must be undertaken to ensure that the task is safe to be undertaken by a lone worker. An emergency and rescue plan must also be in place in case of an accident.

#### **6. Personal Protective Equipment**

- a) Seeker shall, at its sole expense, ensure that all the requisite items of Personal Protective Equipment ("PPE"), necessary for the various working conditions at the Site, are available and correctly and consistently used by its personnel, sub-contractors and agents and are replaced when worn-out or otherwise necessary.
- b) Such items of PPE shall comply with all the relevant and applicable standards.
- c) PPE shall be provided depending on the nature of risks involved in the activities at the Site.
- d) Seeker's personnel (including sub-contractors and/ or its agents involved in the activities at the Site) must wear the required individual protective equipment in the areas where they must perform the activities.
- e) Provider reserves the right to require the wearing of personal protective equipment in any situation that presents a danger.

#### **7. Incident reporting and investigation**

Seeker shall ensure that, in conducting activities at any Site:

- a) all necessary systems are in place to report, record and investigate all incidents, including product failures;
- b) Where a serious incident occurs that has the potential to directly impact Provider, this must be reported to Provider; and
- c) Seeker co-operates with and supports Provider in the investigation of all serious incidents.

## **8. Occupational Safety and Health Plan requirements**

Seeker shall develop and implement an OSH plan for all construction and high risk projects to detail the measures that Seeker has in place to manage the risks associated with the works when undertaking activities at any Site. Seeker shall provide a copy of the OSH plan to Provider.

## **SCHEDULE 11**

### **CHANGE MONITORING**

#### **1. Changes**

- 1.1 If at any time either party wishes to propose a change to a Service or a work order, it may do so only by requesting the change in accordance with the change monitoring procedure set out in this schedule. This schedule 11 shall not apply where a work order is deemed amended pursuant to the terms of this offer.
- 1.2 The change shall not be violating the terms and conditions of withdrawal, cancelation of an application and termination.
- 1.3 Changes may be required by one Party that affect the other Party due to the underneath reasons but not limited to:
  - a. Changes to the Network structure (architecture) or operation:
  - b. Closing, replacing or relocating core-networks
  - c. Relocation of collocation sites, routes, and an Infrastructure sharing and colocation link
  - d. Closing of a point of Infrastructure sharing and colocation (POI)
  - e. Closing of collocation sites or facilities
  - f. Technological changes
  - g. Change in Laws
  - h. Change in municipality master plan
- 1.4 Until a change has been made in accordance with the change monitoring procedure, each party shall unless otherwise agreed in writing, continue to perform their obligations under this Offer as if the request for a change had not been made.
- 1.5 Discussion between the Seeker and the Provider concerning a proposed change shall result in any one of the following:
  - a. No further action being taken; or

- b. A change being implemented in accordance with the change monitoring procedure.
- 1.6 Any discussion, which may take place between the Parties in connection with a change request before the proposed change is authorized by the Parties, shall be without prejudice to the rights of the Parties under the terms and conditions of this offer.
- 1.7 Any change must be agreed between the Parties and will require the approval of the Ethiopian Communications Authority.

## **2. Change Monitoring Procedure**

- 2.1 The Seeker may make a change request, by using the agreed template between the Parties.
- 2.2 The Provider shall evaluate the change request and shall provide to the Seeker, within 30 Working days following receipt of the Seeker's change request, an evaluation report which shall include the following:
  - a. The Provider makes assessment on the feasibility of the proposed change;
  - b. The likely impact of the change on the services including any changes to the services levels or any other part of this Offer;
  - c. Resource requirements
  - d. Likely implementation date for the proposed change;
  - e. Any alteration to the fees of the services as a result of the proposed change, including the reason for any such alteration; and
  - f. others, if any
- 2.3 The Seeker shall notify the Provider in writing within 30 calendar days' receipt of the Evaluation Report as to whether it:
  - a. Requires the Provider to proceed with the change, in which case the Parties shall confirm acceptance of the Change by signing the Change Request form and the Change shall be implemented in accordance with the Offer.
  - b. Does not require the Change to be implemented in which case the Parties shall continue to perform their obligations, and the Services shall continue to be provided in accordance with this Offer as if the change Request had not been made; or

- c. Requires further information, in which case the Provider shall provide such further information within 7 Working days of the Seeker's request, following which the Seeker shall either require the Provider to proceed with the Change or notify the Provider that it does not require the Change to be implemented (in accordance with the provisions of this paragraph 2.3).

### **3. Costs**

Unless expressly agreed otherwise in writing by the Parties, each party shall bear its own costs and expenses incurred in complying with this Change Monitoring Procedure.

### **4. Administration and Change Register**

- 4.1 The Parties shall be responsible for the overall management, recording (also including updating existing records) and tracking of the Changes.
- 4.2 The Parties shall keep and maintain a register recording all the Changes made under the Change Monitoring Procedure.

### **5. Change In Sites, Network Elements, Allocated Spaces and Routes**

- 5.1 If the Provider wants to change Sites, Network elements, allocated spaces and Routes for any case, it shall notify the Seeker about the proposed changes including but not limited, resource requirement, SLA change, implementation plan and others to accompany its Change Request, which shall be dealt with in accordance with this Change Monitoring Procedure in clause 2 above.
- 5.2 The Parties shall discuss in good faith on the possible impacts of the changes and the way out to minimize the effect of the changes on the service.
- 5.3 The Provider shall implement the changes after 30 Business days of the date of offer between the Parties on the Change Request.
- 5.4 The Provider shall notify to the Seeker the completion of the changes immediately after completion and then the service provisioning shall be implemented as per the changes.

### Change Request Template

Project Name			Change Request No
Project Manager			
<b>Change Request</b>			
Requester Name		Date of Request	
Requester Contact		Priority	
Reason for change			
Change Descriptions			
<b>Predicted Time Line</b>		<b>Estimated Cost</b>	
<b>Change Evaluation</b>			
Evaluator Name		Date of Evaluation	
<b>Expected Outcome</b>			
<b>Work Required</b>			
<b>Area of Impact</b>	<b>Impact Descriptions</b>		<b>Impact Level</b>
Scope			
Schedule			
Cost			
Quality			
<b>Proposed Action</b>			
<b>Additional Comment</b>			
<b>Change Review</b>			
Reviewer Name			
Reviewer Signature			
Date of Review			
<b>Status</b>	Approved	Rejected	Remark
<b>Approval Name &amp; Signature</b>			
<b>Approval Date</b>			

## SCHEDULE 12

### GOVERNANCE, REPORT AND MANAGEMENT INFORMATION

#### 1. Project Managers

- 1.1 Immediately after the effective date, each Party will communicate in writing to the other Party its respective Project Manager and contact details.
- 1.2 In addition to the obligations specified in clauses 9 and 10, the project managers shall:
  - a. Be responsible for day to day management and implementation;
  - b. Respond to Seeker requirements;
  - c. Escalate any matters requiring escalation; and
  - d. Respond to Provider requirements.

#### 2. Meetings

- 2.1 The Parties agree that representative from each party shall meet to discuss the Offer, the services, those items set out in this schedule, and any other business necessary. The meetings will take place weekly for the first six (6) months after the Effective Date and then at such times (weekly or less frequently) as either Party may request of the other Party. Such meetings shall be termed (the "**review board**").
- 2.2 Immediately after the effective date, each Party will communicate in writing to the other Party its respective review boards and contact details.
- 2.3 If each Party wishes to replace any of the representatives on the review board, it shall give to the other Party reasonable prior notice of such replacement.
- 2.4 Each representative shall have the authority to make decisions on behalf of the party they represent.
- 2.5 The activities and responsibilities of the review board shall notable include:
  - a. Reviewing the Parties performance of their respective obligations under this Offer in the previous month.

- b. Discussing any issues which have arisen in relation to the provision of the services; and
- c. Discussing any issues which relate to any service including but not limited, any upcoming expiry or termination of any service, or any difficulties in renewal of any service.

## SCHEDULE 13

### EXIT MANAGEMENT

#### 1. General

- 1.1 This schedule sets out the principles on which the exit management plan shall be based and the method through which the exit management plan shall be devolved.
- 1.2 The Parties acknowledge and agree that, upon any termination or expiry of this Offer (in whole or part), the Seeker shall require certain assistance from the Provider in order to transit the relevant service from the Provider to the Seeker. This exit management plan shall be produced and developed by the Parties in accordance with clause 30 of this Offer.

#### 2. Development and Updating of Exit Management Plan

- 2.1 The Parties agree that exit management plan shall be prepared by the Parties within 2 months of the contract effective date and put in to effect after approved by the Parties.
- 2.2 The Parties shall, not less than once in any 12-month period, in any case upon serving of any notice to terminate this Offer (parts of this offer) and/or 6 months prior to the schedule expiry of this Offer, meet in good faith to discuss and agree any updates required to the exit management plan.
- 2.3 For any period where the exit management plan is not agreed between the Parties, the right and obligations herein shall apply and this schedule shall be deemed to be the exit management plan.

#### 3. General Exit Principles

- 3.1 During the handover period, the Provider shall grant to the Seeker reasonable access to the sites thereon as requested by the Seeker, to enable the Seeker to remove any Communications Equipment from the sites. Subject to such access being provided, the Seeker shall ensure that all Communications Equipment is removed from the sites prior to the end of the handover period.
- 3.2 During the handover period, if required by the Seeker, the Provider shall continue to provide the service and shall, pursuant to the exit management plan, provide the exit management service and, where the exit management plan is required by the Seeker, the Seeker shall

pay for the service. The Seeker agreed that the provision of exit management services shall be carried out at no detriment to the Provider's provision of the services in accordance with this Offer.

- 3.3 The Provider shall, as part of providing the exit management service, co-operate with the Seeker to facilitate a smooth migration and orderly handover from the provision of services by the Provider to the provision of replacement services by the Seeker, such that the potential disruption to the Seeker's business as a result of the transfer of services is mitigated to the extent reasonably possible.
- 3.4 On expiry of the handover period each Party shall promptly deliver to the other Party, the property belonging to the other Party including any confidential information, any copies thereof, which may be in the possession of, or under the control of the other Party.
- 3.5 Except where otherwise provided in this Offer, the Seeker is responsible for all costs associated with dismantling, transporting, loading, disposing and assigning personnel to migrate its communication equipment or any cost related with exit.
- 3.6 On the date of completion of exit, the Seeker shall confirm through written letter to the Provider for collecting all its equipment.

## SCHEDULE 14

### RESPONSIBILITY MATRIX

#### 1. Introduction

This schedule specifies the description of responsibility matrix between the Provider and the Seeker.

In case there are any other activities not specifically mentioned here as the responsibility of Seeker, shall be Provider's sole responsibility.

For the tasks listed below, the responsibility matrix can be illustrated as:

**R:** stands for Seeker and Provider respective responsibility

**S:** stands for support from the other part

**I:** stands for information for other party

**A:** stands for approval by the Parties

#### 2. Responsibility for Tower and power, Switching Room Collocation Services, Transmission Capacity Service

S/N	Activities	Responsible By	
		Provider	Seeker
1.1	Expression of interest		R
1.2	Joint technical site survey (TSS)	R	R
1.3	Copy of TSS findings		R
1.4	Submission of Application		R
1.5	Notice of receipt of Application	R	
1.6	Issue Quotation	R	

S/N	Activities	Responsible By	
		Provider	Seeker
1.7	Response to Quotation		R
1.8	Entering into Work Order	R	R
1.9	Making Advance Payment (where relevant)		R
1.10	Making Instance of Service RFS by Target RFS Date/Target Interim RFS Date	R	
1.11	Issuing RFS Notice	R	
1.12	Response to RFS Notice		R
1.13	Installation of Seeker Communications equipment and accessories including loading and unloading		R
1.14	Testing Seekers installation (Grounding test , load ,power factor , short circuit ...)	R	R
1.15	Connection the Seeker Communications equipment with Provider infrastructure (power, etc).	R	R
1.16	Provide permission to access Provider's sites	R	
1.17	Providing Physical Security for each site	R	
1.18	Line (Provider) Side ODF provisioning	R	
1.19	Preparation of jumper cable, Patch cord and Power cable from Provider connection point (ODF, DDF, DC-PDB...) to Seeker Equipment		
1.20	Consents and approvals obtained for lease of Allocated Space and provision of Power Services to Seeker.	R	
1.21	Negotiate any operational issue with property owner and community.	R	
1.22	New Cable tie deployment (for sites where there is a shortage or no existing cable tie only)		R

S/N	Activities	Responsible By	
		Provider	Seeker
2.1	Service monitoring (24/7)	R	
2.2	Operation and Maintenance of Seeker equipment		R, I
2.3	Operation and maintenance of Provider infrastructure	R, I	I
2.4	Generating performance reports and analyzing (monthly)	R, I	
2.5	Notifying Planned maintenance to the other Party ahead	R,I	
2.6	Responding to inquiries from Provider personnel who are resolving faults/ incidents and handling service requests.		R
2.7	Responding to inquiries from Seeker personnel who are resolving faults/ incidents and handling service requests.	R	
2.8	Complying with Provider sites access security policies		R
2.9	Service disconnection, dismantling, loading, unloading , transporting of Seeker's equipment		R,I
2.10	Notify fault reporting	R	R
2.11	Post maintenance and Notify service restoration	R	R

SIGNED for and on behalf of

Ethio Telecom

Authorized signatory

SIGNED for and on behalf of

Service Seeker

Authorized signatory