**SCHEDULE I**

**(Dedicated Internet Access service)**

**HONORA TANZANIA PUBLIC LIMITED COMPANY**

**And**

**DRA GLOBAL**

This agreement (the “Agreement”) is made this ……………… day of ……………. 2023

Between

**HONORA TANZANIA PUBLIC LIMITED COMPANY,** a limited liability company incorporated in Tanzania of 30th Floor – PSSSF Commercial Complex, , House No.24, Sam Nujoma Road, 16102 Sinza C Street and P.O. Box 2929, Dar es Salaam, (hereinafter referred to as “**Provider**” which expression shall where the context so permit include assignees and successors in title) on the one part;

And

**DRA GLOBAL** is a limited company incorporated in ……… with its principal office in……..P.O. Box ….. …….., Tanzania.(hereinafter referred to as “the customer” which expression shall where the context so admits include assignees and successors in title) on the other part;

**Whereas** the Customer desires to procure internet services from the Provider;

**AND WHEREAS** the Provider has the capacity and capability to provide the Customer with the internet services;

**Nowtherefore** in consideration of the foregoing and the mutual covenants hereinafter set forth the Parties hereby agree as follows:

1. **DEFINITIONS**
2. “System” means the mobile communications system operated by The Provider.
3. “Service” means a basic service providing two-way communication for voice or internet via the system and such other additional telecommunications Services as The Provider may at its option choose to make available from time to time;
4. “Connection” means the connection of the Customer Apparatus to the System;
5. “E1” means link of 2.048Mbps providing 30 voice channels.
6. “Mbps” Megabits per Second which is a unit of measure of bandwidth capacity.
7. “Internet” means the World Wide Web collection of private and public routable networks that are interconnected via gateways and exchange points and which utilizes the TCP/IP Protocol suite
8. “Last Mile” mean microwave link to Customersite with System.
9. “KAM” mean Key Account Manager responsible to the Customer.
10. “Signatory” means a person (including a Director of a Limited Company) who signs this agreement irrespective of the capacity in which he or she signs.
11. “MMTR” Mean Time to Restore
12. “ROC” means Rest of the Country
13. “DAR” means connectivity within Dar es Salaam region

1. **EFFECTIVE DATE**

This agreement shall become effective on the …. day of …..2023.

1. **DURATION OF AGREEMENT**

This is a 36 months service contract and may only be terminated under Clause 11 or suspended under clause 10 of the Master Service Agreement. Upon expiry of the initial term this agreement may be renewed under the same terms and conditions or otherwise as the parties may agree in writing.

1. **CONNECTION**

4.1 The Provider shall:

1. Within 14 days of this Agreement coming into effect, connect and maintain a internet link for use by Customer.
2. Use its reasonable endeavors to make the internet services available to the Customer throughout the term of this Agreement unless terminated in accordance with Clause 11 herein or suspended under Clause 10 herein.
   1. The Customershall;
3. Upon notification by the Provider, which notification shall not be made after expiry of 14 days of this Agreement coming into effect, at its own cost use all means and efforts to connect its premises to the internet services provided under this Agreement.
4. All times take utmost care to safeguard transmission equipment installed at the Customer premises.

1. **DEPOSIT**

The Provider may at its discretion and through official communication, whenever credit ratings of the Customer Change, require payment of a deposit or the provision of a bank guarantee as security against payment of future bills. Additional deposit may be required if the amount or number of services is increased or credit rating changes.

1. **DOCUMENTS THAT ARE INTEGRAL PART OF THE SCHEDULE**

The following documents are integral part of this contract that Customer and Provider can revise and modify from time to time:

Annexture 1: Pricing

Annexture 2: Service Levels

Annexture 3 to this Internet Service Schedule:

1. **PAYMENT TERMS**

7.1. Charges for the services offered under this Agreement shall be in accordance with Annexture 1 hereof.

7.2 Provider shall invoice the Customer for payment at the end of each calendar month, and the Customershall make payment on or before the 25th of the following month(25th days of receipt of the respective invoice from the Provider).

7.3 **“Late Fees**. Any amount payable under this Agreement that is not paid when due will thereafter bear interest until paid or repaid, as the case may be, at a rate of interest that in no event will exceed the maximum rate of interest allowed by applicable law, but otherwise will be equal to three percent (3%) per month as of the date such amount was due. If either Party reasonably and in good faith disputes that any portion of any amount claimed by the other Party is payable or has been erroneously paid, as the case may be, then the disputing Party will timely pay any undisputed portion of the amount and will provide the other Party with written notice specifying the disputed amount and the basis for the dispute in reasonable detail.”

7.4 The Provider reserves the right to take any action it considers reasonable and necessary within the ambit of applicable laws for the recovery of unpaid fees and/or charges at the customer’s expense.

1. **THE CUSTOMERACKNOWLEDGEMENT**

Customer acknowledges that:-

1. The Services are only a general aid to communication and should be used in accordance with any instructions, user handbook or any other form of guidance relating thereto: and
2. The Services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions and other causes of interference: and
3. The Provider may, in compliance with a lawful demand by a law enforcement agency or other government body, disclose any information with respect to customer’s account
4. Services are dependent on the tariffs and systems used by the Provider and agreed by the customer.
5. **MISCELLANEOUS**
   1. In case of any contradiction, the order of precedence is:
      1. The Master Service Agreement
      2. Schedules
      3. Customer Order Form
   2. Changes to existing services and additional services will be communicated via a Customer Order Form that will form part of this agreement.
   3. The internet services provided under this Agreement shall be in accordance with the service levels provided in Annexture 2.

**IN WITNESS WHEREOF** the parties have set their respective hands the day and date first above written.

**SIGNED** for **HONORA TANZANIA PUBLIC LIMITED COMPANY** on the …………….… day of …………………..………2023

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SIGNED By** |  | **Witnessed By:** |
| Name: |  | Name: |  |
| Signature: |  | Signature: |  |
| Designation: |  | Designation: |  |

**SIGNED** for **DRA GLOBAL** the …………….… day of …………………..………2023

|  |  |  |  |
| --- | --- | --- | --- |
|  | **SIGNED By** |  | **Witnessed By:** |
| Name: |  | Name: |  |
| Signature: |  | Signature: |  |
| Designation: |  | Designation: |  |

**ANNEXURE I**

**Pricing**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Service Type** | **Capacity(Mbps)** | **Monthly Recurring Charge (MRC) in USD** | **Installation Fee (NRC)**  **in USD** |
| DRA GLOBAL | Dedicated Internet |  |  |  |

**Terms and conditions**

1. All prices are indicated in USD and inclusive of VAT.
2. Price is based on 36 Months contract term.
3. Service will be via Microwave Link on a 6m antenna pole, subject to site survey.
4. Service will be over ethernet interface handoff.
5. Offer does not include CPE (Router) and LAN infrastructure at the client side.
6. Service delivery is within 14 days after receiving LPO.

**ANNEXURE II**

1. **SERVICE LEVEL**
2. The Services provided under this Agreement shall be 24/7\*365
3. The Provider guarantees an uptime of 99.0% in every single month
4. The Provider will provide 24/7\*365 days monitoring of the internet link.
5. Mean Time to Restore is within 4 hours
6. Penalty deductions shall be deducted from the monthly rental for the following month of service. Proof of penalty shall be shared prior to the penalty deductions.
7. The Service Availability Level is calculated as follows:

(Number of minutes in a calendar month – Number of minutes of Outages in a calendar month) x 100% Number of minutes in a calendar month

1. In calculation of service availability an Outage shall be deemed to commence at the time the Provider records it being reported by the Customer to Network Operations Centre (NOC) and shall conclude at the time the Provider records the Service as being restored
2. In the event that the Provider fails to meet the Service Availability Level in a calendar month, the Customer shall be entitled to claim a credit equal to the percentage of the monthly Recurring Charge of the affected Customer colocation Service for that calendar month as performance remedy in accordance with Table A - Credit for Service Availability Level (Table A) below.

**Table A - Credit for Service Availability Level**

|  |  |
| --- | --- |
| **Credit for Service Availability Level** | |
| **Service Availability (A)** | **Credit**  (Percentage of variable portion of one month’s Recurring Charge of affected Service) |
| 98.0%<= A < 99.0% | 3% |
| 97%<= A < 98.0% | 6% |
| 96.0% <= A < 97.0% | 10% |
| 95.0% <= A < 96.0% | 15% |
| Less than 95.0% | 20% |

1. **EXCLUSIONS**

A Customer shall not be entitled to claim a rebate of credit or Service Credit in respect of the Provider’s failure to meet the Service Availability where the failure is due to any of the following:

1. any suspension of the Service in accordance with the Agreement;
2. any failure of the Customer to observe agreed procedures or any relevant service guide;
3. any unauthorized change made to Equipment by the Customer;
4. any fault identified as arising from a fault in; or service quality issue with any Customer Equipment or other equipment/services/software that is not provided by the Provider or does not form part of the Service;
5. any fault or delay caused by third party that is beyond the control of the Provider in Customer Premises;
6. the Customer's failure in fulfilling its obligations in accordance with the Agreement;
7. any delay in restoring the Service caused by the Customer not releasing the Service for testing and/or repair and the Customer continues to use the Service on an impaired basis;
8. any abuse or fraud or failure to comply with an applicable authorized use policy, on the part of the Customer or its customers;
9. any Customer network change, any maintenance including routine, planned, scheduled and urgent maintenance in accordance with the Agreement, or malfunction of network performance measurement device of the Service;
10. any power outage at Customer Premises; or
11. Force Majeure Events.
12. **CLAIM FOR REBATE**
    1. The Service Level applies in respect of each Service provisioned under these Specific Terms on and from the Service Commencement Date. In no event shall the total amount of credit and Service Credit issued to the Customer in any calendar month exceed 20% of the variable amount of the monthly Recurring Charge of the affected Service. For the avoidance of doubt, all such credits or Service Credits are receivable only as a deduction from the monthly Recurring Charges and shall not be receivable in the form of money payment.
    2. A claim for a rebate must:

(i) be sent in writing to the Provider within thirty (30) calendar days in which the event giving rise to the claim for the rebate occurred; and

(ii) provide relevant details, including:

(1) customer reference number;

(2) trouble ticket number issued by the NOC for the relevant claim;

(3) the date and time of the Service issue was reported and resolved;

(4) customer contact details;

1. **AFTER SALES SUPPORT**

The Provider shall make sure the service is available as per agreed terms and in the event that service has been interrupted will provide the Customer with an escalation matrix listing the appropriate points of contact.

1. **TECHNICAL**
2. The Provider shall notify the customer via KAM on emergency or planned maintenance which may cause service outages or service interruptions.
3. The Provider shall implement the connectivity and commissioning of the service within the agreed timelines days after signing the contract.
4. All work schedules shall be communicated to the Customer.

**ANNEXURE III**

1. **ESCALATION MATRIX**

**4.1 ESCALATION TIME**

Table

Description automatically generated

**4.2 ESCALATION LEVELS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **HONORA TANZANIA PUBLIC LIMITED COMPANY (TIGO)** | | | | |
|  | **Escalation Level** | **Function** | **Full Name** | **Phone Number** | **E-mail ID** |
| **TECHNICAL OPERATIONS MATRIX** | **1** | **NOC Engineer** | **Engineer On Duty** | 0713 123 888 | B2BNOC@Tigo.co.tz |
|  |
|  |  |
| **2** | **Network Operations Manager** | **Andrew Goodluck** | 0658 123 203 | Andrew.goodluck@tigo.co.tz |  |
| **B2B Project Manager Technical** | **Ganuel Lulandala** | 0713 123 074 | Ganuel.lulandala@tigo.co.tz |  |
| 3 | **HOD-Network Operations** | **Amos Bwire** | 0713 123 019 | [amos.bwire@tigo.co.tz](mailto:amos.bwire@tigo.co.tz) |  |
|  |
| **HOD-Services Delivery** | **Lucas Nchimbi** | 0658 123 346 | [Nchimbi@tigo.co.tz](mailto:Nchimbi@tigo.co.tz) |  |
|  |
|  |
|  |
|  |
| **4** | **CTO** | **Emmanuel Mallya** | 0713 123 830 | [emmanuel.mallya@tigo.co.tz](mailto:emmanuel.mallya@tigo.co.tz) |  |
|  |