



1 AGREEMENT OVERVIEW

This PEERING INFRASTRUCTURE SERVICE PLATFORM Agreement (this “**Agreement**”), effective as of the date of the last party’s signature, hereto (the “**Effective Date**”), represents a Service Level Agreement between the Rwanda Internet Community and Technology Alliance (Herein referred to as “**RICTA Ltd.**”) and _____ (Herein referred to as “**The Customer**”) for the provisioning of PEERING INFRASTRUCTURE SERVICE PLATFORM at RINEX.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of the PEERING INFRASTRUCTURE SERVICE PLATFORM covered, as the primary stakeholders mutually understand them. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2 GOALS AND OBJECTIVES

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent PEERING INFRASTRUCTURE SERVICE PLATFORM support and delivery to the Customer by RICTA Ltd.

The goal of this Agreement is to obtain mutual agreement for the provision of PEERING INFRASTRUCTURE SERVICE PLATFORM between RICTA Ltd. and the Customer.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of the PEERING INFRASTRUCTURE SERVICE PLATFORM provision to the Customer.
- Match perceptions of expected service provision with actual service support & delivery.

3 STAKEHOLDERS

RICTA Ltd. and the Customer are used as the basis of the Agreement and represent the primary stakeholders associated with this SLA:

Kubaho Plaza Building
KG544 Avenue
Kacyiru Sector, Gasabo District
Kigali City - RWANDA

Officially mandated to manage:
The Rwanda (RW) Domain name
Registry
The Rwanda Internet Exchange
(Point) RINEX

Email: infodesk@ricta.org.rw
Office Phone: 8065/+250 781151371
Website: www.ricta.org.rw
Twitter: [RICTAinfo](#)



- PEERING INFRASTRUCTURE SERVICE PLATFORM Service Provider(s): RICTA Ltd.
- Customer: _____ (“Customer”)

4 PERIODIC REVIEW

This Agreement is valid from the Effective Date outlined herein and is valid until terminated by either Party giving ninety (90) days’ written notice to the other party of its intention to have terminate the Agreement. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

RICTA Ltd is responsible for facilitating regular reviews of this document. The contents of this document may be amended as required, provided mutual agreement is obtained from all stakeholders and communicated to all parties. RICTA Ltd. will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

5 SERVICE COMMITMENT

RICTA Ltd. is committed to providing a reliable and high-quality support its high-speed network services (Service). As part of this commitment, COGENT is pleased to offer eligible Customers the following guarantees as concerns the Service in

6 SERVICE AGREEMENT

The following detailed service parameters are the responsibility of the PEERING INFRASTRUCTURE SERVICE PLATFORM Service Provider, RICTA Ltd., in the ongoing support of this Agreement:

6.1 SERVICE SCOPE

The following Services are covered by this Agreement. RICTA Ltd. service demarcation point is defined and limited to the switching fabric port and the switching fabric as a whole. From the switching fabric port, excluded, towards the Customer’s IP network, including transport, links and circuits, are not covered by this Agreement.

The PEERING INFRASTRUCTURE SERVICE PLATFORM covers the following Services:

Kubaho Plaza Building
KG544 Avenue
Kacyiru Sector, Gasabo District
Kigali City - RWANDA

Officially mandated to manage:
The Rwanda (RW) Domain name
Registry
The Rwanda Internet Exchange
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- Maintaining a switching fabric that allows PEERING at RINEX
- Electronic mail assistance and support
- Planned or Emergency assistance

6.2 CUSTOMER REQUIREMENTS

- Payment for all invoices at the agreed interval.
- Reasonable availability of Customer representative(s) when resolving a service related incident or request.

6.3 RICTA LTD. REQUIREMENTS

RICTA Ltd. responsibilities and/or requirements in support of this Agreement include:

- Ensuring the RINEX Switching fabric is up and running 24/7/365 with uptime guarantee of 99.999%.
- Appropriate notification to Customer for all scheduled maintenance shall be issued 5 working days prior to the scheduled maintenance. For unscheduled maintenance, the Customer shall be notified by Phone and Email. The RINEX Management and Customer ought to ensure the updated contact details are valid at all times.

7 SERVICE AVAILABILITY, SERVICE CREDIT & COMPENSATION

RICTA (RINEX Management) shall ensure RINEX switch has an uptime of 99.999%. However, in the event that the RINEX switch stops switching packets between the Customer and the other RINEX Customers, for more than 30 (Thirty) consecutive minutes, the Customer, at his/her written request, shall be compensated with 1 (one) day Service credit for each cumulative hour of RINEX service unavailability.

- RICTA (RINEX Management) shall keep a log of RINEX service unavailability, which can be consulted by the Customer.
- RINEX Contract renewal process shall take into consideration the Service Credit days. For example, if the Customer has gained 2 (two) days Service credit, and if the service payment is executed quarterly, therefore the following quarterly payment shall be offset by the number of days Service credit.



7.1 FORCE MAJEURE

Neither party will be liable for any breach of its obligations under this Service Level Agreement to the extent that it is prevented from performing them due to circumstances beyond its reasonable control i.e. an extraordinary event or circumstance beyond the reasonable control of the party, including but not limited to, natural disasters, strikes, war, riots and civil uprising. The Party asserting Force Majeure shall, within seven (07) days following the occurrence of such a circumstance, give written notification to the other Party of the causes of its failure and the steps taken to put an end to the aforementioned circumstance and remedy its consequences. Both Parties shall, after due consultation, take all reasonable steps in order to limit the consequences of the circumstance of Force Majeure. Where a Party is unable to perform its obligations due to an event of Force Majeure and such Force Majeure lasts longer than fifteen (15) days from its occurrence, the other Party has the right to terminate this Agreement.

NB:

RICTA (RINEX Management) IS RESPONSIBLE FOR THE SWITCHING FABRIC (The Switch) ONLY. The switch port is the demarcation point between RICTA and The Customer responsibilities. Excluding the switching port, any device, circuit and transport medium beyond the switching port towards the Customer network, is the solely responsibility of the Customer.