

**TATA COMMUNICATIONS (Italy) S.r.l.**

**CHART OF SERVICES**

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## **1. CHART OF SERVICES (“Chart of Services”)**

This Chart of Services has been prepared in accordance with the principles provided by the resolutions of the Italian National Regulatory Authority (“Autorità per le Garanzie nelle Comunicazioni”) and applicable regulation with regard to quality and electronic communication charts of services.

The general principles outlined in the Chart of Services are incorporated in the general and special contractual conditions, which govern the commercial arrangements between the parties.

For any information related to the Chart of Services, please contact the Customers Assistance Service available by dialling the telephone number indicated in article 2 hereinafter.

The Chart of Services is available at the sale point and on the website indicated in article 2 hereinafter.

## **2. THE OPERATOR**

Tata Communications (Italy) S.r.l. is an Italian provider, part of a multinational group in the electronic communications sector, whose offer is characterized by a wide range of B To B services, integrated and customized solutions.

Tata Communications (Italy) S.r.l. is headquartered in Milan, Via Vittor Pisani 16, 20124.

Currently there are no services offered to consumers or individuals. The offers currently implemented are provided to other electronic communication services providers (wholesale services) and to large business Customers (enterprise services). These offers cannot be qualified as standard offers but are negotiated with each single company on a case by case basis.

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## **3. BASIC PRINCIPLES**

The Company supplies the services in compliance with the principles of equality and fairness of treatment, using best efforts to maintain uninterrupted service, in pursuit of efficiency and effectiveness.

### **3.1 EQUALITY AND FAIRNESS OF TREATMENT**

The Company provides its services according to rules applicable to all of the Customers: no differences or discriminations are made in relation to sex, religion, race, language, or political opinions. Therefore, the Company is committed to guarantee, within the territorial limits of the administrative titles held by the Company, the same treatment where the same conditions of service apply. With regard to the management of relationships, Company shall conduct itself in a non-discriminatory manner in its negotiations and commercial partnerships. The Company's activity is also based on criteria of objectivity, fairness and impartiality. The Company undertakes to interpret each single clause of general and special contractual conditions for the supply of the services and the applicable regulation according to the aforementioned principles.

### **3.2. CONTINUITY**

The Company is committed to provide to the best of its ability uninterrupted and regular service, except where suspensions or interruptions are caused by force majeure or necessary to perform ordinary and extraordinary maintenance activities and, where it may be necessary to interrupt the service. Should the service be suspended, the Company will attempt to minimize the duration of the interruption of the service

and the inconvenience caused to Customers, by communicating to the Customers, if possible, when the service will be suspended and, when the operation will resume or irregular service will cease.

### **3.3 PARTICIPATION, COURTESY AND TRANSPARENCY**

In order to provide Customer with relatively easy access to its own personal information, the Company ensures that each Customer can exercise the right to access its personal data, records, and other information in accordance with the applicable regulation.

In order to improve the supply of the service, each Customer can notify the Company in writing of any suggested changes in the provision of service, which Company will properly consider and evaluate and provide appropriate feedback, in order to provide services that are based on the following criteria: courtesy, clarity, fairness and transparency.

### **3.4 EFFECTIVENESS AND EFFICIENCY**

One of the main goals of the Company is to continually improve the efficiency and effectiveness of the services provided. In doing so, the company considers types of technology, internal process improvements, Customer needs, and appropriate organizational and procedural solutions.

### **3.5 TRANSPARENCY OF THE CONTRACTUAL CONDITIONS**

Company shall negotiate with potential Customers in good faith and provide Customers with the opportunity to determine independently whether and how it wishes to engage with Company. Company shall not coerce or in any way hinder Customer's opportunity to independently determine whether and for what services it may engage with Company. Contractual terms regarding the supply of the service, including supplementary service, the early termination of the service, or any modifications to the service, including additions to the service, shall be set forth as clearly and unambiguously as possible.

## **4. THE COMMITMENTS**

The Company is committed to:

- a) implement all the services offered according to the terms and within the limits provided by the general and special contractual conditions delivered to the Customer at the time of the signing and/or posted on the website of the Company;
- b) provide a Customer with assistance in accordance with agreed-upon processes and procedures, including appropriate contact information set forth in a Customer contract. The Company also provides a website to the general public that describes the services and offers information on how to contact a representative;
- c) ensure, through the employees of the Company who interact with the Customers, that the relations with the Customers be based on respect and courtesy and that the Customers be facilitated in exercising their rights and in having the Company fulfilling its obligations. Accordingly, the employees are required to identify themselves and indicate that they are employed by the Company;
- d) send invoices, where applicable, in accordance with agreed-upon fair and reasonable processes and procedures, including appropriate contact information set forth in a Customer contract;
- e) give notice, as applicable, of any change to the economic conditions and provisioning of services, according to the timing and modalities provided by law and in accordance with the terms of the contract;
- f) to communicate to Customers in writing, if possible. The communications may be also made by way of posting the text of the communication on the web site indicated in art. 2, if the communication refers to all the Customers and there is no indication of the name of the recipient, or by sending a separate written document or by fax or e-mail. The communications shall be considered as known if the communications have been sent to the last address or email or fax number provided by the Customer. The communications to the Customer may be also made by way of an information campaign and using for this purpose the main mass media;
- g) manage, repair, and maintain Company equipment provisioned to a Customer under a service agreement according to the terms of the contract. For malfunctions that require more than thirty days to be fixed, the Customer can ask to be informed about the status of the relevant procedure. The reparations of malfunctions will be done according to the contractual terms agreed to, except for malfunctions resulting directly or

indirectly from negligence and/or fraud of the Customer, or resulting from defects of functioning of equipment or terminals used by the Customer, unless otherwise provided for in the contract. Any intervention concerning the equipment and the service shall be performed exclusively by the Company or by third parties appointed by the Company, unless otherwise provided for in the contract. In order to allow the checks on the equipment, the Customer shall grant the Company or the third parties appointed by the Company to have access to Customer's premises, in accordance with their contract;

h) provide cooperation to the public Authorities competent for the ascertainment of any unlawful act and behavior;

i) timely activate the service according to the terms of the contract and within the terms provided by law and/or by administrative provisions, except for extraordinary technical difficulty and cases where the timing of the activation has been agreed with the Customers. Should the service be not activated or be not timely activated within the maximum term provided, a refund or credit may be issued in accordance with the *Service Level Agreement* of the contract.

j) timely repair, according to the terms and conditions provided in the contract, the malfunctions not depending, directly or indirectly, on the Clients within the terms provided by law and/or by administrative provisions. In case of delay depending on the Company, with respect to the maximum timeframe provided for the reparation, a refund or credit may be issued in accordance with the *Service Level Agreement* of the contract.

k) in accordance with the terms of the contract, not to proceed with the administrative suspension or termination of the service/s supplied without the provided requirements or the applicable notice, as set forth in the contract, and providing for a refund, as applicable and set forth in the *Service Level Agreement* of the contract.

## **5. BILLING AND METHODS OF PAYMENT**

With regard to the service, the Customer shall pay to the Company in accordance with the terms of the contract. Customer may be charged for the costs of collection and sending of invoices in accordance with the current legislation.

The Company reserves the right to change the technical features of the service, to update the fees, as well as to amend the general and special conditions of the contract with the Customer because of supervening and proved technical, economic and management needs, which must be indicated in the notice to be sent to the Customer according to the aforementioned modalities. Where the change involves an increase in the price of the service or other costs for the Customer, said change shall produce effects only following the expiration of a 30 (thirty days), after the receipt of the notice by the Customer, unless otherwise provided for under the contract.

In this case, the Customer may terminate the contract within the aforementioned term of 30 days, unless otherwise provided for by the contract, by sending a written notice to the Company by way of registered letter with return receipt and no penalties shall apply in relation to said termination. Should the contract be not terminated by the Customer, the changes shall be considered accepted by the Customer.

Any fee charged must be considered exclusive of VAT, but other exclusions may apply as set forth in the contract.

## **6. MANAGEMENT OF COMPLAINTS AND REPORTS**

The Customer may file complaints with the Company related to violation of provisions of the contract or of provisions contained in this Chart of Services unless otherwise provided for in the contract.

These complaints can be filed with the Company, in writing, by fax, mail or phone unless otherwise provided for in the contract. The complaint must be confirmed by way of registered letter with return receipt that shall be timely received and, in any case, the complaint shall be received within the terms provided by law and/or administrative provisions, unless otherwise provided for in the contract.

Reports can be sent to the addresses indicated in Article 2 above, unless otherwise provided for in the contract.

The Company undertakes to ensure a fast and comprehensive evaluation of the complaints received and, to the extent that this is possible, a prompt response to Customers after the completion of the instructing phase. The term for the settlement of the complaint shall not exceed thirty days from the receipt of the complaint by the Company unless otherwise provided for in the contract.

Unless other processes and procedures have been agreed to by the parties in their contract the following shall apply:

the Company shall notify the Customer of the outcome of the review of the complaint. In case of acceptance of the complaint, the Company will indicate satisfactory actions or measures to remove the issues and for the compensation. In case of rejection, the answer to the complaint shall be in writing, shall contain the reasons of the rejection and shall indicate the investigations made. Moreover, the Company informs the Customer about the procedures for solving the disputes, including procedure alternatives to judicial actions, as provided by the Resolution n. 352/08/CONS as amended. Pursuant to Article 9 of Annex A to the Resolution n. 352/08/CONS as amended, the Customer has the right to proceed with the attempt of settlement.

## **7. EXAMINATION OF COMPLAINTS**

Further to the filing of complaints according to art. 6, the Company shall carry out the relevant investigations within 30 (thirty) days in order to ascertain the facts object of the complaint and shall send a reply to the Customer, unless otherwise provided for in the contract.

## **8. PERSONAL DATA PROTECTION –CONFIDENTIALITY**

The Company asserts that it will comply with the provisions concerning the personal data processing and the adoption of any technical and organizational measure necessary for the safeguard and confidentiality of the data that the Company maintains. Moreover, the Company promotes and is continually updating its Security Awareness policy to educate personnel on the Company's security and data protection policies.

The Customer has been informed by the Company that the personal data provided by the Customer will be processed according to the regulation in force and as applicable to the services as provided under the contract signed by the Customer.

## **9. ENVIRONMENT**

We consider the protection of the environment an important principle and, in our capacity of electronic communication operator, we deem that we can contribute to the improvement of the quality of the environment by taking into account sustainable development guidelines, as appropriate.

## **10. SERVICES**

The Company offers the services listed in Annex A.

### **10.1. PROTECTION OF RIGHTS**

Where the Company provides transmission services for its Customers, Company has no control over or access to the Customer's content. Company undertakes no obligation to monitor, maintain, or control its Customer's content. Company asserts that it is the Customer's duty to monitor its or its thirty party content to assure that such content is lawful, for example, recognize where such content may represent an imminent threat; protect minors from accessing sensitive information that may affect their safety or physical and moral integrity; and avoid misleading minors through ambiguity and exploitation.

### **10.2. INFORMATION TO THE CUSTOMERS AND SUSPENSION OF SERVICES**

The Company may limit the supply of the service and the supply of the service may be subject to adequate guarantees for the payment of the invoiced amounts.

The Company may suspend the service, also in part and even without notice, in case of malfunctioning of the network and/or of the equipment of the Company and/or of other operators. If possible, the Customer shall be duly informed in advance, in case of suspension of the service for changes and/or maintenance activities.

In case of a volume of traffic that is unusual with respect to the average use made by the Customer, the Company may suspend the service in whole or in part, as a caution and in the interest of the Customer, and may send an invoice in advance respect to the ordinary timing of issuing of invoices.

### **10.3. SUPPLY OF SERVICES**

The infrastructure of the electronic communications network used for the purpose of provision of services covered by this contract consists also of networks provided by third party operators

## **11. QUALITY STANDARDS**

### **11.1. MONITORING**

The Company has implemented quality controls standards with regard to its electronic services and regularly reviews these standards in an effort to further improve its processes.

### **11.2 EVALUATION OF QUALITY OF THE SERVICES**

In order to evaluate the quality of the services offered to the Customers, the Company, in relation to the parameters indicated in this Chart of Services, undertakes to carry out specific verifications on this regard.

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## ANNEX A

<b>Services offered by the Company<sup>1</sup></b>	
1.	Value added service – (“IP”)
2.	Value added service – (“ITFS”)
3.	Value added service – (“COLLECT”)
4.	Value added service – (“VTS”)
5.	Value added service – (“800”)
6.	Supply of value added service (“Videoconference”)
7.	Supply of nomadic vocal communications services available to the public (“VoIP”)
8.	Supply of value added service (“International calling card service”)
9.	Supply of telecommunications public networks
10.	Reseller of voice service

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<sup>1</sup> Currently Company offers services only to business customers. The offers currently implemented are provided to other electronic communication services providers (wholesale services) and to large business Customers (enterprise services).

