

SLA Section :

L2 Point to Point Links:

| Availability | Penalty on AFR-IX |
|-----------------|-------------------|
| 98,9% to 97,6 % | 1,05% |
| 97,5% to 96,5 % | 1,15% |
| 96,4% to 95 % | 2% |
| 94,9% to 94 % | 6% |
| 93,9% to 93,2 % | 12% |
| 93,1% to 92,9 % | 16% |
| <92,9 % | 25% |
| <85 % | 50% |

DIA:

Commitment is 99% to reach and no compensation is provided.

-Site response time /MTTR.

Guaranteed On-site Response Time: The guaranteed in-person response time following any service call/trouble ticket shall be four (4) business hours or less from Help Desk, normal business hours for Help Desk (8:00 a.m. - 8:00 p.m., Monday - Friday) & (7.00 am – 4pm., on Saturday) .The response time begins when the request is logged in with the supplier's trouble ticketing system and is stopped when the support or the network engineer starts working on the problem reported.

6.0 Service Level Guarantee

6.1 The service will be considered unavailable in the event of any unscheduled service outage on the Provider network due to the transmission or equipment failure causing 100% blocking of movements of packets ahead of the Customer link and will be calculated on the monthly basis.

6.2 At Customer's request, Provider will calculate Customer's "Network Unavailability" in a calendar month. "Network Unavailability" consists of the number of hours that the Provider Network was not available to Customer, and includes unavailability associated with any maintenance at the Provider hub/POP to which Customer's circuit is connected other than Scheduled Maintenance.

6.3 Network Unavailability will not include any unavailability resulting from:

- a. Scheduled Maintenance of Provider Network;
- b. An interruption during any period when the Customer elects not to release the service for testing or repair and continues to use the Service on an impaired basis;
- c. Interruption during any period when the Customer has not released the service to Provider for maintenance or for implementation;
- d. Cross connects at the customer premise;
- e. Customer's applications, equipment, or facilities;

- f. For unprotected service, any cut/fault in submarine cable system beyond Provider control. For Protected service, (limited to a single fiber cut/fault at any one time), service will be restored to 100% of contracted bandwidth. However in case of unprotected service or for protected service (in the event of multiple) fiber cut/fault in the submarine cable systems beyond Provider control, Provider may provide service on best effort basis during this period depending on availability of resources
- g. Interruptions due to failure of equipment provided by Customer or other third party on behalf of Customer;
- h. Acts or omissions of Customer (including the provision of inaccurate information knowingly or unknowingly), or any use or user of the service authorized by Customer or Customer caused outages or disruptions
- i. Interconnections to or from and connectivity within other Internet Service Provider (ISP) networks or any other service provider network in Africa; or abroad or any other interconnection that is considered unauthorized as per the present or future guidelines issued by Govt. of operating country; or
- j. Disconnection/s due to non-payment of Provider 's dues; or
- k. Reasons of Force Majeure.
- l. Outside of working hours of NOC on Spanish time between 8pm and 8am
- m. During planned maintenance acknowledged by Customer at least 5 working days ahead of time noticed

7.0. Network Availability

7.1 Network Unavailability, which consists of the number of hours the Provider Network was not available to Customer, is calculated commencing with the date and time on which the Customer reports the unavailability to Provider and ending upon the time when service is restored by Provider.

7.2 Network Unavailability is the accumulated period of the time (in hours) the access service was not available to the Customer in a month.

7.3 Unless Customer has been notified of Network Unavailability by Provider, Customer shall have notified the Provider helpdesk of such Network Unavailability promptly during such Network Unavailability. During each such incident the Customer has to open a Trouble Ticket (TT) with Provider, which shall be quoted for future references.

7.4 Problem reporting (TT Opening) and problem resolution (TT Closing). Provider shall operate a Centralized Corporate Helpdesk for its Customers. For reporting any SLA related problem to Provider, Provider adopts the Ticketing System. Customer has to call up the Corporate Helpdesk and report the concerns as faced by him. Customer shall provide all relevant details like the unique circuit I.D provided by Provider at the time of circuit commissioning, billing code, the exact way by which Customer concluded that problem exists, CPE details, contact details of the person and any other information which shall be helpful in resolving the problem or SLA claim settlement. The Trouble Ticket number as allotted by the system will be issued to the Customer. Customer needs to quote this Trouble Ticket number to know the status of his query till the Trouble Ticket is closed. The Trouble Ticket shall be

closed by Provider on a phone call to Customer. In case of unavailability of Customer, it will be communicated and recorded through an e-mail to Customer and closed after 24hours.

This Trouble Ticket number will be the reference database for SLA claim process. It is reiterated that any such claim without a Trouble Ticket number will not be accepted by Provider for SLA settlement.

Provider maintains a 24X7 helpdesk. For better support and fast problem resolution, Provider has a well-defined escalation matrix.

8.0 SLG Table

1. LATENCY (on Round Trip based on Core Provider Network)

- Latency: - The latency is defined as round trip delay from customer peering point to Provider Internet Gateway. This will be measured using 1000 packets of 64-byte size. The average acceptable latency will be based on the connectivity medium selected in conjunction with the location and termination point. The latency will be measured on the Provider core network for statistical performance and will exclude all local loops and tails.

2. PACKET LOSS

All Packet Loss Statistics are measured on the core Provider network performance and are determined by connectivity medium, location and termination point and is expressed as a percentile.

Packet Drop: - The Packet drop is defined as % of packet drop from customer peering point to Provider Internet Gateway. The ping test will be extended ping test of 64 bytes/1000 packets.

- a. Failure to meet the guaranteed packet loss will lead to a penalty payment by Provider contingent to terms of the MSA of an agreed percentile of the monthly recurring charges for every agreed percentile that the actual packet loss is greater than the guaranteed packet loss average taken over one full month.
- b. The Provider Network Management System (NMS) will issue SNMP/ICMP polling requests every 300 seconds. All statistics and reports will be based on this.
- c. The packet loss will be measured on core network for statistical performance and will exclude all local loops and tails.

8.1 Under normal conditions, Provider will ensure that following latencies are delivered to Customer. These latencies & packet losses are from customer peering point to Provider Internet Gateway

Credit Claim Process.

9.1 To initiate a claim for Credit with respect to the Network Availability Guarantees, Customer shall submit a completed Credit Request Form or an email within seven (7) business days after the end of the month during for which the event occurred which gives rise to the claim for Credit.

9.2 The claim for Credit must include the following information:

- a. Customer Name and contact information
- b. Trouble Ticket number, circuit ID
- c. Billing code / Circuit ID(Refs: Customer PO/SOF & Provider SOF)
- d. Product or Service type, and country / city location / name of end customer
- e. Date and beginning /end time of outage or failed metric
- f. Brief description of the characteristics of the failed metric

9.3 Provider, in its sole discretion, shall attempt to review all claims within ten (10) business days of receipt and will notify the Customer if the Customer's claim is rejected. Credits will be issued only for problems caused by circumstances within Provider's reasonable control as per SLA and not as a result of any actions or inactions of the Customer or any third party (including Customer equipment and third-party equipment).

9.4 Provider shall issue Credit to Customer's account upon approval of Customer's Credit Request. Credit will empower Customer to use this subscribed service for an extended time as its entitlement based on calculations done by Provider

9.5 Credit provided for in this SLA assumes compliance by Customer with the terms and conditions of the Service provided by Provider, and the failure of Customer to comply therewith may invalidate Provider's guarantees provided herein.

9.6 Furthermore, Provider shall not be held liable for failure to fulfill its obligations hereunder if such failure is due to Customer's use of bandwidth in excess of the committed bandwidth or up to level of 80% of maximum bandwidth.

9.7 The Customer signing the SLA is eligible for Credit with the following exceptions:

- a. Force Majeure, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services,
- b. When a Customer account is not in good financial standing with Provider.
- c. Failure of any Customer premise network equipment (including Customer premise equipment provided by Provider), supplies, or power used in or equipment needed for provision of the Service Level Agreement.
- d. Outage due to Scheduled Maintenance.
- e. Outage due to cuts or faults in submarine cable system, beyond Provider control.
- f. Domain name service (DNS) issues like non-resolution of sites, etc
- g. Outage or error of any Provider SLA measurement system (i.e. credits not automatically granted because measurement system fails).
- h. Period during Customer was not available to confirm the service restoration status after fault has been rectified by Provider.
- i. Time taken by Customer for confirming the service restoration after notification by Provider about the fault rectification.
- j. Power issue at the Customer site beyond Provider control

For the avoidance of doubt, Service extension credits provided in this Service Agreement are Customer's sole and exclusive remedies for all matters related to the guaranteed criteria.

10.0 Fault Reporting, priority definition & Escalation Contacts

For any issues related to the service availed through Provider, we strictly recommend clients to log in the complaint through our 24/7 Help Desk who in return, will issue a Trouble Ticket number for follow up, future reference and communication for escalation.

10.1 Fault Reporting

For any service-related issue contact our Help Desk through email or telephone & contact details provided in the below table.

SLA Management and Rebate Process:

| # | Activity | Time line | Responsible |
|---|---|---------------------------|-------------|
| 1 | CUSTOMER notifies PROVIDER NOC of circuit outage, Degradation or Fault by phone and/or by mail. | Immediate | CUSTOMER |
| 2 | PROVIDER Issues TT. No immediately and investigates the issue and shall indicate the Restoration /Rectification timelines of the fault, Degradation or outage. | 30 Mins | PROVIDER |
| 3 | If PROVIDER fails to issue the TT No. or Fail to give a response within the stipulated 30 Mins, then it shall be treated as confirmed outage, Fault or circuit degradation and shall not be subject to any further validation | After lapse of 30 minutes | CUSTOMER |
| 4 | PROVIDER shall rectify /restore the services as per the stipulated timelines. | | PROVIDER |
| 5 | After the restoration/ rectification of service/s PROVIDER shall provide detailed RCA along with proof of findings within 24Hrs of occurrence of the fault, outage or degradation. | 24 Hrs. | PROVIDER |
| 6 | If the RCA is not satisfactory CUSTOMER may ask for additional proof of the RCA to be provided within the next 24Hrs. | 24Hrs | PROVIDER |

| | | | |
|---|---|-------------------------|---------------------|
| 7 | "By end of Every month, all circuit SLAs shall have to be reconciled and mutually agreed mail from both parties. CUSTOMER shall circulate the consolidated outages and SLAs by end of every month to PROVIDER and incase of any discrepancies, PROVIDER shall notify CUSTOMER within 24Hrs by way of providing details of discrepancy and proof for resolution of discrepancy. " | 24Hrs | PROVIDER & CUSTOMER |
| 8 | Weekly SLAs shall be consolidated for the whole month to be signed off by both parties with in the first 7 working days of the following Month. | 7 Days | CUSTOMER & AFR-IX |
| 9 | Based on reconciled monthly SLAs the service/s rebates shall be calculated and the same shall be adjusted against the amounts payable by CUSTOMER. | As per Payment Due date | CUSTOMER |
| | However PROVIDER shall issue the credit notes within 7 working days to maintain the accounts up to date. | 7 Days | PROVIDER |

The escalation matrix shall be as follows:
Escalation Matrix for Fault Management:

PROVIDER shall provide the contact details for escalation in case of non-resolution of service outages/ degradation, or faults in the given timelines
PROVIDER shall advise from time to time if there is any change of their personnel in the escalation matrix provided.