



## SERVICE SCHEDULE: BIG BLUE

### 1. APPLICABILITY

This Service Schedule is applicable only to the **Customer Order Form (COF)** for the purchase of **Big Blue Services** which has been signed by the Customer and relevant Liquid OpCo trading as Liquid Intelligent Technologies.

This Service Schedule replaces any prior service schedules between Liquid Intelligent Technologies and the Customer relating to the subject matter hereof, notwithstanding anything in Liquid Intelligent Technologies inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

### 2. DEFINITIONS

2.1 Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement;

2.2 For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

2.2.1 **“Agreement”** means the Master Services Agreement (**“MSA”**) signed by Liquid Intelligent Technologies and the Customer in respect of the Services, and in the absence of such signed MSA, then the MSA referred to in the Order Form;

2.2.2 **“Big Blue Services”** means the Big Blue Services set out in this Schedule;

2.2.3 **“Business Day”** means any day other than Saturday, Sunday or a day which is a public holiday in the country where the service is provided;

2.2.4 **“Business Hours”** means any hour from 8am to 5pm on a Business Day;

2.2.5 **“Contract Term”** means the duration period of the Agreement for the Service;

2.2.6 **“CSRS”** (if applicable) means Customer Site Requirements Specification, which is a document that specifies the requirements that Liquid Intelligent Technologies has to deliver in relation to the requested Service at a Site;

2.2.7 **“Customer”** shall have the meaning ascribed thereto in the Order Form;

2.2.8 **“Customer Premises Equipment”** or **“CPE”** means the equipment, located at the Customer’s Site, used to terminate the Broadband Service, whether provided by Customer or Liquid Intelligent Technologies;

2.2.9 **“Customer Site”** means the site owned or leased by the Customer or any other site used to provide the Service, which is directly connected to the Liquid Intelligent Technologies network, as set out in the Order Form;

- 2.2.10 **"Emergency Maintenance"** means any reactive or unscheduled maintenance which must take place on Liquid Intelligent Technologies' Network or hosting infrastructure urgently, failing which extensive Network outages or similarly disastrous consequences may follow;
- 2.2.11 **"Internet Protocol"** or **"IP"** means the method or protocol by which data is sent from one computer to another over the Internet;
- 2.2.12 **"Mbps"** means megabits per second;
- 2.2.13 **"Modem"** or **"Router"** means the device that enables the internet service;
- 2.2.14 **"Monthly Recurring Charge"** or **"MRC"** shall mean the monthly recurring charges for the Service as set out in the Order Form;
- 2.2.15 **"Native Address Translation"** or **"NAT"** means the process that enable multiple hosts on a private network to access the internet using a single public IP address;
- 2.2.16 **"Network"** means Liquid Intelligent Technologies' telecommunications network;
- 2.2.17 **"Non-Recurring Charge"** or **"NRC"** shall mean the one-time non-recurring charges to be made by Liquid Intelligent Technologies for installing, commissioning and provisioning of the Service as set out in the Order Form;
- 2.2.18 **"OpCo"** means Liquid Intelligent Technologies Operating Company rendering the Services;
- 2.2.19 **"Order Form"** (sometimes referred to as service order form, service **order** or customer order form) means the form through which the Customer purchases the Broadband Service setting out the details such as quantities and fees;
- 2.2.20 **"Partner"** means a network service provider contracted by Liquid Intelligent Technologies to deliver network services outside Liquid Intelligent Technologies' footprint;
- 2.2.21 **"Planned Maintenance"** means any preventative, routine or scheduled maintenance which is performed with regards to the Service, the Network, the Partner's network or any component thereof, reasonably believed to be necessary in order to increase capacity or to prevent or remedy a defect which may affect the Customer's use of or access to the Services;
- 2.2.22 **"Scheduled Installation Date"** means the date on which Liquid Intelligent Technologies is scheduled to complete installation of the Service;
- 2.2.23 **"Scheduled Occupation Date"** the date on which Liquid Intelligent Technologies is scheduled to take occupation of a site in order to install the service;
- 2.2.24 **"Service Downtime"** means the amount of time the Service was unavailable;
- 2.2.25 **"Service Handover Form"** or **"SHF"** (if applicable) means the form containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID);
- 2.2.26 **"Service ID"** or **"Circuit ID"** means the unique Service Identity Number allocated by Liquid Intelligent Technologies;
- 2.2.27 **"Service Outage"** means an instance when the Customer is unable to switch or route traffic to one or more Customer Sites via the Network, which results in Service Downtime;

- 2.2.28 “Service **Period**” means the amount of time the Service was available in a calendar month;
- 2.2.29 “**Third-Party**” means any person or company that provides services on behalf of the Customer;
- 2.2.30 “**Trouble Ticket**” means the official method used by the Customer to advise Liquid Intelligent Technologies of a potential Service Outage.

### **3. SERVICE DESCRIPTION**

- 3.1 The Big Blue Service is the provision of a fibre Big Blue service that enables one to send and receive data such as email and to access the internet using a high-speed connection. Big Blue access will be referred to as Big Blue Service for the remainder of this Service Schedule;
- 3.2 Big Blue Service is delivered over fibre or wireless last mile medium;
- 3.3 There is no Service Level Agreement (SLA) offered on the Big Blue Service;
- 3.4 Subject to clause 3.5, Liquid Intelligent Technologies shall provide the Customer with a static public IP address, which shall be utilized with the CPE;
- 3.5 In the event that the Customer selects the NAT option, the Customer shall be provided with one (1) static public IP address assigned to their private IP range.

### **4. PREREQUISITES**

- 4.1. The Big Blue Service is provided over Liquid Intelligent Technologies ’s fibre infrastructure and all requests for the Liquid Intelligent Technologies Big Blue Service shall be subject to a feasibility study to determine whether Liquid Intelligent Technologies has adequate infrastructure in order to provide the Service.

### **5. UPGRADES**

- 5.1. The Customer further acknowledges and agrees to the following:
- 5.1.1. it is allowed to upgrade the Service at any time during the Service Order Term provided that one (1) calendar month’s prior written notice to that effect is given to Liquid Intelligent Technologies;
- 5.1.2. any written notice received by Liquid Intelligent Technologies during the course of the month for the upgrade of the Service, shall only be effective from the 1st (first) day of the following month;
- 5.1.3. the upgraded Service shall, with effect from the activation thereof, be extended for a minimum period as stipulated in the Order Form;
- 5.1.4. the duly upgraded Service shall be provided by Liquid Intelligent Technologies subject to the prerequisite of this Service Schedule as stated in point 4 of this Agreement.

## **6. WARANNTY**

- 6.1. The Big Blue Services provided in terms of this Service Schedule may from time to time, include, but not be limited to the following and shall be selected in the relevant Service Order:
- 6.2. In the event that a modem and/or router is provided by Liquid Intelligent Technologies to the Customer, Liquid Intelligent Technologies shall be indemnified against any and all costs and claims whatsoever, which may arise from the manufacturer's warranty associated with such modem and/or router;
- 6.3. Liquid Intelligent Technologies have the sole discretion to exchange any modem and/or router.

## **7. BIG BLUE SERVICE ACCEPTABLE USE POLICY**

- 7.1. The purpose of this AUP is to ensure equity of access to all users of Liquid Intelligent Technologies Big Blue Service product;
- 7.2. Liquid Intelligent Technologies endeavors to provide equitable access to all users to ensure the best possible performance and experience for all its users;
- 7.3. Many factors must be considered, including the regulatory environment to ensure Network neutrality to enable Liquid Intelligent Technologies to deliver Big Blue Services;
- 7.4. This AUP relates to the data usage of the Big Blue Service only;
- 7.5. The Customer is obliged to comply with the terms of the Broadband Acceptable Use Policy, which is available at: [Legal - Use Policy | Liquid Intelligent Technologies](#).

## **8. EXCHANGE RATE FLUCTUATIONS**

- 8.1. Liquid Intelligent Technologies may vary Charges where Liquid Intelligent Technologies incurs costs for any component or element of the Broadband Service in a foreign currency, to reflect exchange rate fluctuations used to calculate the relevant Charges. These shall be calculated using the US Dollar spot exchange rate on the date of invoice of the relevant Service;
- 8.2. Liquid Intelligent Technologies shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 8.1 above is compared against the exchange rate on the morning of the relevant invoice generation date, is greater than 5% (five percent);
- 8.3. Where Liquid Intelligent Technologies prices in US Dollars but the Customer pays in local currency invoices shall be converted into local currency at the US Dollar spot rate applicable on date of payment.

## **9. FAULT REPORTING**

- 9.1. The Customer shall raise an outage trouble ticket with Liquid Intelligent Technologies in the event of any Service Outage detected at the Customer Site;

- 9.2. The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

TELEPHONE NO.	E-MAIL
As per the contact number provided by the Invoicing OpCo	As per the email address provided by the Invoicing OpCo

- 9.3. Should a call or email logged in accordance with clause 9.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to as per the email address provided by the Liquid Intelligent Technologies, which is managed during Business Hours;
- 9.4. In the event that Liquid Intelligent Technologies attends to a Service fault and/or Service outage (“Fault”) reported by the Customer, and Liquid Intelligent Technologies subsequently establishes that the Fault was not due to any fault on the Liquid Intelligent Technologies Network and/or Liquid Intelligent Technologies infrastructure deployed in the delivery of the Service, Liquid Intelligent Technologies shall have the right to charge the Customer for the time and materials and/or travel costs associated with attending to the Fault at Liquid Intelligent Technologies’ current standard rates and charges at the time of the incident.
- 9.5. Liquid Intelligent Technologies shall use reasonable endeavors to provide a root cause analysis report regarding the cause of the Service Downtime and the preventive measures put in place in an effort to mitigate a reoccurrence thereof. Liquid Intelligent Technologies shall use reasonable endeavors to perform the following actions and shall provide the reports (as applicable) detailed in the following table.

FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Customer Fault Reporting Trouble Ticket	Trouble Ticket Within 15 minutes of the notification of fault
Root Cause Analysis Report	On Request < Ten (10) business days
Regular problem status update	Dependent on Severity and Service Levels

## 10. SERVICE PROVISIONING

- 10.1. The Customer shall be responsible for making available, at no cost to Liquid Intelligent Technologies, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document (where used) or as otherwise agreed between the parties for each Customer Site for the Contract Term of the applicable Order Form, for the purposes of housing Liquid Intelligent Technologies’ transmission equipment required for the provision of the Services to the Customer;

- 10.2. The Customer shall be responsible for obtaining all Third-Party approvals and consents necessary for installation and use of the Services; The Customer shall ensure that the Customer Sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by Liquid Intelligent Technologies to fulfil its obligations in terms hereof;
- 10.3. Within seventy-two (72) hours of completing the installation for the applicable Service, Liquid Intelligent Technologies will provide a Service Handover Form containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID). The Service ID should be used in all interactions with Liquid Intelligent Technologies regarding the Service;
- 10.4. The Customer shall then conduct acceptance tests on the newly provisioned Service for a period of three (3) Business Days following the receipt of the Service Handover Form;
- 10.5. Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Liquid Intelligent Technologies project manager of such fault in writing immediately. Liquid Intelligent Technologies shall conduct further tests of the Service, and a revised Service Handover Form shall be provided to the Customer;
- 10.6. The Service shall be deemed to have been delivered by Liquid Intelligent Technologies and accepted by the Customer if no objection has been raised by the Customer within three (3) Business Days following receipt of the SHF;
- 10.7. The Customer accepts responsibility for the Liquid Intelligent Technologies equipment in their environment and further agrees;
- 10.7.1. not to remove or allow the Liquid Intelligent Technologies equipment to be removed from the Customer site without Liquid Intelligent Technologies consent;
- 10.7.2. to keep the Liquid Intelligent Technologies equipment in good condition and complete; not to allow the Liquid Intelligent Technologies equipment to be encumbered by operation of law or otherwise;
- 10.7.3. to allow Liquid Intelligent Technologies to inspect the Liquid Intelligent Technologies equipment at reasonable times; to accept all risk in the Liquid Intelligent Technologies equipment, taking reasonable steps to protect the Liquid Intelligent Technologies equipment from loss and/or damage;
- 10.7.4. not to tamper with, modify or alter any existing setting on the equipment at any time without obtaining prior written consent from Liquid Intelligent Technologies. In the event that there is unauthorised tampering with or modification of the settings to any equipment by the Customer, its agents or contractors Liquid Intelligent Technologies shall be entitled to charge the Customer for rectifying any resulting problems experienced with the service on an hourly basis at the current charge out rate applied by Liquid Intelligent Technologies for its engineers;

- 10.7.5. to grant access and make available for collection such Liquid Intelligent Technologies equipment in its possession in working order, fair wear and tear excepted, on termination of the Service. In the event that the removal of the equipment is either: a) Impossible; b) Customer does not grant access and/or make the equipment available for collection/removal or frustrates, hinders or prevents any attempts by Liquid Intelligent Technologies to access, collect and remove the equipment on termination of the Service for no justifiable reason on termination; or c) the equipment is defective and beyond repair; the Customer shall be required to pay Liquid Intelligent Technologies for a replacement equipment at book value within 30 (thirty) Business days of receipt of an invoice for such costs from Liquid Intelligent Technologies on the termination of the Contract Term of the applicable Services;
- 10.8. Liquid Intelligent Technologies is responsible for collecting the equipment from the customer premises after Service termination;
- 10.9. Furthermore, Liquid Intelligent Technologies excludes liability for all losses or damages of whatsoever nature associated with an obstruction to the Line of Sight. Except where the obstruction is not within the Customer's control, the Customer may cancel a service that has become obstructed on 30 (thirty) days' notice without penalty.

## **11. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE**

- 11.1. Liquid Intelligent Technologies shall use reasonable endeavors to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites. The change request shall follow the normal change management process as communicated from Liquid Intelligent Technologies to the Customer from time to time and may involve the following types of change:

LEVEL OF CHANGE	DESCRIPTION OF CHANGES REQUIRED
Class A	<ul style="list-style-type: none"> <li>• New installation of equipment</li> <li>• New link installation or shifting of circuit to new Customer Site.</li> <li>• Hardware upgrade in existing equipment</li> <li>• Link addition or termination to existing Customer Site.</li> </ul>
Class B	<ul style="list-style-type: none"> <li>• Shifting of physical termination point of existing circuit and does not require new equipment or new circuit installation.</li> <li>• Bandwidth soft up-gradation/down-gradation.</li> </ul>
Class C	<ul style="list-style-type: none"> <li>• Changes that are not specified in Class A and Class B.</li> </ul>

- 11.2. The Customer hereby understands and agrees that any change requests mentioned above in Class A and Class B are Service affecting in nature. Hence, the Customer understands and agrees that the Service can

be unavailable for a minimum period of two (2) hours during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties;

- 11.3. Liquid Intelligent Technologies will endeavor to provide 24-hour notice period for Emergency Maintenance before such emergency work commences. Liquid Intelligent Technologies will give a notice via electronic mail to the Customer's registered technical contacts in respect of such maintenance; and shall endeavor to undertake maintenance works in such a manner and at such times so as to least inconvenience the Customer's day-to-day business;
- 11.4. At no time shall Planned Maintenance events which may cause a Service Outage to be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service;
- 11.5. Liquid Intelligent Technologies is not responsible for any breach of rights which may be related to any Customer transmitted or received content that has been carried on the Liquid Intelligent Technologies Network;
- 11.6. From time to time Liquid Intelligent Technologies will schedule preventative and/or technology modification maintenance for the Service ("Planned Maintenance") which in certain cases may lead to non-availability of the Service. Wherever possible, and not less than 10 (ten) days prior to such Planned maintenance taking place), the Customer will be given advance notice (in the form of electronic mail to those technical contacts registered with Liquid Intelligent Technologies in respect of any Planned Maintenance;
- 11.7. Planned Maintenance may be attributable to, inter alia:
- 11.8. Preventative maintenance;
- 11.9. Systems moves or reconfigurations;
- 11.10. Systems testing and new systems/enhancements;
- 11.11. Alteration, modification, upgrading or updating Liquid Intelligent Technologies' network infrastructure, any technology, hardware or software and/or;
- 11.12. Implementations of new systems or enhancements.
- 11.13. Liquid Intelligent Technologies shall work in such a manner and at such times to least inconvenience the Customer's day-to-day business.

## **12. CONTENT REGULATORY COMPLIANCE**

- 12.1. The Customer hereby agrees that the relevant permissions, approvals, licenses and/or related consents that may be required by the relevant government authority of the source and/or destination country/ies shall be obtained, as applicable, as per the local laws in such country and a copy of such permissions,



approvals, licenses and/or related consents shall be available for inspection by Liquid Intelligent Technologies prior to the commissioning of the Service;

- 12.2. In the event that the Customer is sourcing content from a Third-Party in relation to the Service, the Customer shall be responsible for providing the permissions, approvals, licenses and/or related consents of such Third-Party. The Customer further indemnifies Liquid Intelligent Technologies from any costs, damages and/or penalties caused due to any non-compliance with this provision;
- 12.3. The Customer authorizes Liquid Intelligent Technologies to monitor the Service at Liquid' Network Operating Centre facilities.

**END**