



## Dark Fibre Service Schedule

### 1. APPLICABILITY

This Service Schedule is applicable only to the Order Form for the purchase of Dark Fibre 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 or service level agreements 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 **“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;

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

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

2.2.5 **“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;

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

2.2.7 **“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 a PoP managed by Liquid Intelligent Technologies, as set out in the Order Form;

2.2.8 **“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;

2.2.9 **“Monthly Recurring Charge”** or **“MRC”** (sometimes also referred to monthly recurring revenue or MRR) shall mean the monthly recurring charges for the Service as set out in the Order Form;

2.2.10 **“MTTR”** means Mean-Time-To-Repair;

- 2.2.11 **"Network"** means Liquid Intelligent Technologies' telecommunications network;
- 2.2.12 **"Non-Recurring Charge"** or **"NRC"** (sometimes referred to non-recurring revenue or NRR) 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;
- 2.2.13 **"OpCo"** means Liquid Intelligent Technologies Operating Company rendering the Services;
- 2.2.14 **"Order Form"** (sometimes referred to as service order form, or customer order form) means the form through which the Customer purchases the Dark Fibre Service setting out the details such as quantities and fees;
- 2.2.15 **"Partner"** means a network service provider contracted by Liquid Intelligent Technologies to deliver network services outside Liquid Intelligent Technologies' footprint;
- 2.2.16 **"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;
- 2.2.17 **"PoP"** in the context of this Service Schedule, means Point of Presence specifically relating to the Liquid Intelligent Technologies Network;
- 2.2.18 **"Service Availability"** means the availability of the Service as a percentage in minutes for a Customer Site in a given month;
- 2.2.19 **"Service Credits"** means the credits due to the Customer for Service Downtime not resulting from Planned Maintenance or Emergency Maintenance;
- 2.2.20 **"Service Downtime"** means the amount of time the Service was unavailable;
- 2.2.21 **"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);
- 2.2.22 **"Service ID"** or **"Circuit ID"** means the unique Service Identity Number allocated by Liquid Intelligent Technologies;
- 2.2.23 **"Service Level"** shall have the meaning ascribed thereto in clause 4;
- 2.2.24 **"Service Level Agreement"** or **"SLA"** means this Service Schedule
- 2.2.25 **"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;
- 2.2.26 **"Service Period"** means the amount of time the Service was available in a calendar month;
- 2.2.27 **"Third-Party"** means any person or company that provides services on behalf of the Customer;
- 2.2.28 **"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 Dark Fibre is an unlit fibre Service that Liquid Intelligent Technologies delivers within a metropolitan area or on its National Long Distance (NLD) fibre routes within the borders of an OpCo;

3.2 Dark Fibre Service can be delivered in the following configuration options:

3.2.1 As a single or multiple fibre pairs;

3.2.2 As a single or multiple fibre tubes.

### 4. SERVICE LEVELS TARGETS AND REMEDIES

4.1 Liquid Intelligent Technologies will use all reasonable efforts to meet the minimum Service Levels set out in this Service Schedule in respect of the Dark Fibre Services throughout the Contract Term;

4.2 Service restoration times in the event of a fault/incident impacting the Service are based on severity and measured from the time which the Customer reports the fault are as follows:

Fault/Incident Severity	Description
<b>Critical</b>	<p><b>Any fault/incident or network condition leading to service interruption</b></p> <p>A fault or failure that causes service interruption or permanent failure on any portion of the network that results in a direct and significant loss in Beneficial Use of the Service by the Customer.</p> <p>Liquid Intelligent Technologies will endeavor to restore any Service or network fault within a 4-hour Mean-Time-To-Repair (MTTR) target. Restoration of Services or network faults could be temporary if permanent restoration is not possible. In the event of temporary restoration, the final permanent fix will be implemented as per the Planned Maintenance schedule. An example of a critical fault is the break or failure in the Service resulting in total or major loss in transmission capabilities. An example of a critical fault is the break or failure in the Service resulting in total or major loss in transmission capabilities.</p>

Fault/Incident Severity	Description
<b>Major</b>	<p><b>Any situation, fault, failure or event that may result in a critical severity level if not attended to</b></p> <p>A fault, failure or event that is not impacting on service quality but may result in a critical severity level with associated service interruption/degradation if not attended to. This includes failure of redundant equipment. Liquid Intelligent</p>

Fault/Incident Severity	Description
	<p>Technologies will endeavor to restore any Service or network fault within an 8-hour Mean-Time-To-Repair (MTTR) target. Restoration of Services or network faults could be temporary if permanent restoration not possible. In the event of temporary restoration, the final permanent fix will be implemented as per the Planned Maintenance schedule.</p> <p>Examples of major faults or incidents include:</p> <ul style="list-style-type: none"> <li>• A problem that threatens to escalate to Critical priority;</li> <li>• Technical problem of ancillary equipment and/or associated alarm, monitoring and control systems;</li> <li>• Loss of diagnostic functionality;</li> <li>• Significant degradation of access to facilities that impacts maintenance activities;</li> <li>• Significant degradation of equipment and/or fibre;</li> <li>• Failure of any utility at the equipment shelters;</li> <li>• Infrastructure or cable exposed (e.g. due to works, erosion, etc.) that may result in damage if not addressed;</li> <li>• Lack of security e.g. exposed/open manholes, hand holes, no locks; and</li> <li>• Third party works performed close to the network infrastructure, without prior notification, which could endanger the network.</li> </ul>

Fault/Incident Severity	Description
<b>Minor</b>	<p><b>Events that do not impact service and require no immediate (urgent) attention</b></p> <p>A fault, failure or event that is not impacting on service quality and does not threaten to result in a critical severity level with associated service interruption/degradation if not attended to. Reparation/Execution will be prioritized.</p> <p>Examples of minor faults or incidents include:</p> <ul style="list-style-type: none"> <li>• Queries and problems such as, but not limited to:</li> <li>• Failure causing non-critical warnings and alerts;</li> <li>• Minor reinstatements to be performed;</li> </ul>

Fault/Incident Severity	Description
	<ul style="list-style-type: none"> <li>Any problem deemed less significant than the ones above, i.e. any visual problem on infrastructure and facilities which would not be classified as of Critical or Major severity.</li> </ul>

4.3 The Service Availability SLA for the Dark Fibre Service is 99.0% calculated on a monthly basis;

4.4 The Service Availability SLA applies on per fibre link basis;

4.5 Service Availability shall be measured as a percentage of the availability of the Service in minutes for a Customer Site in a given month. Service Credit calculation:

$$\text{Service Availability \%} = ((\text{Service Period} - \text{Service Downtime}) / \text{Service Period}) \times 100$$

4.6 Upon a Customer request, Liquid Intelligent Technologies shall calculate, on a monthly basis, the amount of time in minutes the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits the Customer shall be entitled to;

*Table 1: Service Credit*

Monthly Downtime	Credit
99%	No credit
< 99.0% - 98.0%	5%
< 98.0% - 97.0%	10%
< 97.0%	12.5%

4.7 Planned Maintenance by Liquid Intelligent Technologies is excluded from availability/unavailability reporting and statistics, and no penalties or credits will be considered in such events. Where possible Liquid Intelligent Technologies will endeavor to provide 10 (ten) days' notice for such planned Maintenance, however Liquid Intelligent Technologies reserves the right to provide shorter notice;

4.8 In those instances, where Liquid Intelligent Technologies fails to meet the committed Service Availability target and a Trouble Ticket was opened with respect to the Service Downtime, the Customer shall be eligible for Service Credits as described in the tables above. The Service Credits shall be given in the form of credit against the MRC reflected on the Customer invoice;

4.9 Service Credits per month shall not exceed 12.5% (twelve and a half percent) of the Service Monthly Recurring Charges.

## 5. EXCLUSIONS

5.1 The Customer shall not be entitled to:

- 5.1.1 receive any Credits pursuant to the Customer Site unavailability, or
- 5.1.2 exercise any right of termination for anything which is caused by or is associated with, in whole or in part, the exclusions set out in clauses 5.1.3 to 5.1.5 below;
- 5.1.3 Construction of additional facilities which are required in order to connect the Customer Site to the Network;
- 5.1.4 Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not due to the fault or negligence of Liquid Intelligent Technologies;
- 5.1.5 Service Downtime shall not include any unavailability resulting from:
  - 5.1.5.1 scheduled downtime for Planned Maintenance;
  - 5.1.5.2 any incident that affects the availability during any period when the Customer elects not to allow Planned Maintenance on the Service at the request of Liquid Intelligent Technologies, acting reasonably;
  - 5.1.5.3 the Customer's applications, equipment, or facilities;
  - 5.1.5.4 acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or use of the Service or Customer-caused outages or disruptions;
  - 5.1.5.5 suspensions due to non-payment of any amount payable by the Customer to Liquid Intelligent Technologies under the Order Form, Agreement or this Schedule; or
  - 5.1.5.6 force majeure event, as more fully described in the Agreement.

## 6. FAULT REPORTING

- 6.1 The Customer shall raise an outage trouble ticket with Liquid Intelligent Technologies in the event of any Service Outage detected at the Customer Site;
- 6.2 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

- 6.3 Should a call or email logged in accordance with clause 6.2 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 Liquid Intelligent Technologies**, which is managed during Business Hours;
- 6.4 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' s current standard rates and charges at the time of the incident;

6.5 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

## 7. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

7.1 To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within 30 (thirty) days after the end of the month during which the event occurred which gave rise to the claim for Service Credit;

7.2 For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Liquid Intelligent Technologies. If the Customer does not initiate a trouble ticket with Liquid Intelligent Technologies, Liquid Intelligent Technologies shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive Service Credits for the non-compliance;

7.3 The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties' internal records and Liquid Intelligent Technologies' trouble ticket;

7.4 In no event shall the total amount of all Credits issued to the Customer per month exceed the stipulated percentage thresholds, in Section 4 above, of the MRC invoiced to the Customer for the affected Service for that month;

7.5 Credits are calculated after the deduction of all discounts and other special pricing arrangements, and may not be applied to governmental fees, taxes, surcharges, local access charges or any other charges other than MRC;

7.6 Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If Liquid Intelligent Technologies approves the claim, Liquid Intelligent Technologies shall notify the Customer of the value of Service Credits to which the Customer will be entitled;

- 7.7 Any Service Credits calculated based on one (1) month shall be calculated with regard to a month being deemed to begin at 12:00am. Time on the first day of a calendar month and ending at 11:59pm. Time on the last day of the applicable calendar month in the time zone the service is delivered in;
- 7.8 Liquid Intelligent Technologies' failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and Liquid Intelligent Technologies' sole liability for any such failure or corresponding degradation, interruption or loss of Service.

## **8. SERVICE PROVISIONING**

- 8.1 The Customer shall be responsible for making available, at no cost to Liquid Intelligent Technologies, accommodation, space, including 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' fibre equipment required for the provision of the Services to the Customer.
- 8.2 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;
- 8.3 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;
- 8.4 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;
- 8.5 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;
- 8.6 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 or fibre As-Built documents;

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

- 9.1 Liquid Intelligent Technologies shall use reasonable endeavors to perform any agreed change as per agreed specifications required for the Customer Site as per the specified target timelines set out in the Planned Maintenance schedule. 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.

9.2 The time and date of the Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Service Schedule shall not be applicable during any such change request implementation and as such, Liquid Intelligent Technologies cannot be held responsible for any damages or losses which may occur during such implementation time;

9.3 Liquid Intelligent Technologies will endeavor to provide at least 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.

9.4 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;

9.5 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;

9.6 Planned Maintenance may be attributable to, inter alia:

9.6.1 Preventative maintenance;

9.6.2 Systems moves or reconfigurations;

9.6.3 Systems testing and new systems/enhancements;

9.6.4 Alteration, modification, upgrading or updating Liquid Intelligent Technologies' network infrastructure, any technology, hardware or software and/or;

9.6.5 Implementations of new systems or enhancements.

9.6.6 works in such a manner and at such times so as to least inconvenience the Customer's day-to-day business.