

SERVICE SCHEDULE: DEDICATED INTERNET ACCESS (DIA)

1. APPLICABILITY

This Service Schedule is applicable only to the **Customer Order Form (“COF”)** for the purchase of **Dedicated Internet Access (“DIA”)** Service which has been signed by the Customer and relevant Liquid Intelligent Technologies Opcos trading as Liquid Intelligent Technologies Intelligent Technologies.

This Service Schedule replaces any prior service schedules or service level agreements between Liquid Intelligent Technologies Intelligent Technologies and the Customer relating to the subject matter hereof, notwithstanding anything in Liquid Intelligent Technologies 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 COF;
 - 2.2.2. **“Attack/s”** or **“Attack Incident”** mean an event in which malicious traffic (e.g., Distributed Denial of Service “DDoS” is directed to an Endpoint which is on the DDoS Secure Platform;
 - 2.2.3. **“Attacker/s”** means a person that orchestrates a malicious attack like a distributed denial of service on the Customer public facing IP;
 - 2.2.4. **“Auto-Mitigation”** mean the mitigation action taken automatically by the Platform upon receiving a supported triggering action that has been agreed upon by both parties and using a pre-configured default mitigation template that has been setup for Customer;
 - 2.2.5. **“Billing Month”** means thirty (30) days multiplied by twenty-four (24) hours or seven hundred and twenty (720) hours;
 - 2.2.6. **“Border Gateway Protocol”** or **“BGP”** means a routing protocol used to transfer data and information between different host gateways and the Internet or Autonomous Systems (AS’s);

2.2.7. **“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;

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

2.2.9. **“CDD (“Committed Delivery Date”)**” means the date on which Liquid Intelligent Technologies will deliver the service to the Customer;

2.2.10. **“Contract Term”** means the duration period of the COF for the Service;

2.2.11. **“CSRS”** means ‘Customer Site Requirements Specification’ which is a document that specifies the requirements at a site for Liquid Intelligent Technologies to deliver the requested Service;

2.2.12. **“Customer”** shall have the meaning ascribed thereto in the COF;

2.2.13. **“Customer Equipment”** means equipment owned or leased by the Customer which is neither leased nor purchased by the Customer from Liquid Intelligent Technologies and used in order to access/provision the Service/s;

2.2.14. **“Customer Order Form”** or **“COF”** (sometimes referred to as service order form, service order or order form) means the form through which the Customer purchases the Dedicated Internet Access Service setting out the details such as quantities and fees;

2.2.15. **“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 COF;

2.2.16. **“DDoS”** means Distributed Denial of Service is an attack orchestrated by a single attacker and executed by several infected devices, PC or anything connected to the Internet that is not protected that causes an interruption in a customer’s access to the Network;

2.2.17. **“DDoS Platform”** refers to the Liquid Intelligent Technology instance of the Arbor Sightline Scrubbing

2.2.18. **“DDoS Secure”** means the Liquid Intelligent Technologies DDoS Mitigation Service provided by Liquid Intelligent Technologies to the Customer, and an optional Service to enhance the DIA primary Service;

2.2.19. **“Designated POP”** means a designated Internet backbone network point-of-presence (POP) within the meaning of AS 30844 in a specific region, as listed at https://www.liquidtelecom.net/global_pops , or a designated Liquid Intelligent Technologies MPLS (Multi-Protocol Label Switching) network point-of-presence (“POP”) used as an access point to reach the closest AS 30844 international network POP, or as otherwise designated by Liquid Intelligent Technologies;

2.2.20. **“Dedicated Internet Access”** or (“DIA”) means the Internet Access Service provided by Liquid Intelligent Technologies to the Customer, using the Liquid Intelligent Technologies Network;

2.2.21. **“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;

2.2.22. **“IP”** means **‘Internet Protocol,’** which means the method or protocol by which data is sent from one computer to another over the Internet;

2.2.23. “**Known Attackers**” means the list of Attackers that are known to Liquid Intelligent Technologies’ DDoS Secure Platform;

2.2.24. “**Managed Object**” means the DDoS Secure Customer IP and/or Domain being protected against DDoS attacks;

2.2.25. “**Last Mile**” or “**Unity**” means the ‘last mile’ access link that connects the Customer Site to the nearest Liquid Intelligent Technologies PoP;

2.2.26. “**Layer 3**” means the third layer of the OSI model of computer networking;

2.2.27. “**Latency**” or “**Round-Trip Delay**” means the average time required for round-trip packet transfers between two adjacent Designated POPs on the selected portions of the Liquid Intelligent Technologies Backbone Network during a calendar month, as measured by Liquid Intelligent Technologies. The latest live information is available at https://peering.liquid.tech/latency_matrix;

2.2.28. “**Liquid Intelligent Technologies Backbone Network**” means Liquid Intelligent Technologies owned and operated internet protocol (IP) routing infrastructure consisting solely of selected designated PoPs at which Liquid Intelligent Technologies has installed measurement devices;

2.2.29. “**Mbps**” means megabits per second;

2.2.30. “**Monthly Recurring Charge**” or “**MRC**” (sometimes referred to as Monthly Recurring Revenue or MRR) shall mean the monthly recurring charges for the Service as set out in the Customer Order Form or COF;

2.2.31. “**Network**” means Liquid Intelligent Technologies’ telecommunications network;

2.2.32. “**Network Unavailability**” means the percentage equal to the total number of minutes in a Billing Month during which a Liquid Intelligent Technologies Dedicated Internet Access Service circuit is not available to exchange data between the Customer and the global Internet due to a Network Outage, divided by the total number of minutes in a Billing Month;

2.2.33. “**Non-Recurring Charge**” or “**NRC**” (sometimes referred to as 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 Customer Order Form or COF;

2.2.34. “**OpCo**” means Liquid Intelligent Technologies Operating Company, identified in the COF and/or Agreement, rendering the Services;

2.2.35. “**Partner**” means a network service provider contracted by Liquid Intelligent Technologies to deliver network services outside Liquid Intelligent Technologies’ footprint;

2.2.36. “**Packet Loss**” means is measured by taking an aggregate average of sample measurements taken during a calendar month between Designated PoPs in a region or between regions as measured by Liquid Intelligent Technologies;

2.2.37. “**Planned Maintenance**” means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net network, or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer’s use of or access to the applicable Service;

- 2.2.38. “**PoP**” means Point of Presence specifically relating to the Liquid Intelligent Technologies Network;
- 2.2.39. “**Scrubbing**” means the proactive mitigation of distributed denial of service attacks;
- 2.2.40. “**Service/s**” means the Dedicated Internet Access, including the optional Service Element;
- 2.2.41. “**Service Credit**” means a credit to be granted by Liquid Intelligent Technologies to the Customer in accordance with the terms of this Service Level Agreement;
- 2.2.42. “**Service Element**” means the individual components of the Service as set out of the Service (e.g., each circuit) including optional service if applicable;
- 2.2.43. “**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);
- 2.2.44. “**Service ID**” or “**Circuit ID**” means the unique Service Identity Number allocated by Liquid Intelligent Technologies;
- 2.2.45. “**Service Level Agreement**” or “**SLA**” means this Service Schedule; “**Service Outage**” means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
- 2.2.46. “**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;
- 2.2.47. “**Service Period**” means the amount of time the Service was available in a calendar month;
- 2.2.48. “**Standard Billing**” means the Internet Service provided by Liquid Intelligent Technologies whereby the Customer pays a fixed MRC every month regardless of usage;
- 2.2.49. “**Third-Party**” means any person or company that provides services on behalf of the Customer;
- 2.2.50. “**Trouble Ticket**” means the method specified by Liquid Intelligent Technologies to be used by the Customer for advising Liquid Intelligent Technologies of a perceived SLA non-compliance.
- 2.2.51. “**Unity Services**” means is Liquid Intelligent Technologies’ converged access Service that allows for multiple IP Services to be provisioned on the same Local Loop or last mile access as set out in the specific Unity Schedule;
- 2.2.52. “**95th Percentile Billing**” means a usage-based billing method for Internet based on a mathematical methodology.

3. SERVICE DESCRIPTION

- 3.1. The Liquid Intelligent Technologies Dedicated Internet Access (DIA, the Service) that is available in the following specifications as selected by the Customer in the relevant COF; and provides;
 - 3.1.1. Liquid Intelligent Technologies DIA Service is dedicated, uncontended, unshaped, symmetrical down/upload access to the public internet across Liquid Intelligent Technologies IP Network;

- 3.1.2. Dedicated, secure, scalable international and local bandwidth solution with lowest latency to several international destinations;
- 3.1.3. Carries high priority across the Liquid Intelligent Technologies IP Network;

3.2. With the Liquid Intelligent Technologies DIA Service, the Customer may add the Liquid Intelligent Technologies DDoS Secure value-added service to the Service as indicated in Section 11 below.

4. BILLING OPTIONS

- 4.1. The Customer shall be entitled to select the manner in which the DIA Service is billed, as differentiated by whether the DIA Service comprises a fixed MRC billed in advance or a usage-based MRC billed in arrears as per the following billing types:
 - 4.1.1. Standard Billing; or
 - 4.1.2. Burst with 95th Percentile Billing:
 - 4.1.2.1. With 95th Percentile where two readings are taken, one outgoing and one incoming, and the highest value becomes the 5-minute utilization sample for that time interval. One calendar months' worth of 5-minute utilization samples is arranged in ascending order, and the highest 5% are removed. The highest remaining sample is the 95th percentile value and this value is used for billing purposes. If the value is not an integer of megabit per second, that value is rounded up to the highest integer. For example, if the 95th percentile value is 101.3 Mbps the value considered is 102Mbps;
 - 4.1.3. The Billing method selected shall be stipulated in the relevant COF. If a billing method is not selected in the COF, the billing method shall be deemed to be Standard Billing.

5. UNDERTAKINGS AND ACKNOWLEDGEMENTS

- 5.1. Liquid Intelligent Technologies undertakes to use its reasonable endeavours to provide the Customer with the DIA Service on a twenty-four (24) hour per day basis on each and every day for the continued duration of the Contract Term;
- 5.2. The Customer agrees that the DIA Service is rendered "as is" and "as available" and it is used at the Customer's own discretion and risk. Liquid Intelligent Technologies does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose.

6. TERMS AND CONDITIONS

- 6.1. Liquid Intelligent Technologies shall provide the DIA Service, as indicated in the COF as well as the provisions of the Agreement;
- 6.2. The Customer acknowledges and agrees that:

- 6.2.1. the DIA Service is provided subject to the provisions of the relevant country's laws where the Service is delivered and any other applicable legislation and/or regulation applicable from time to time;
- 6.2.2. the Last Mile Access is included with the DIA Service when delivered at the Customer premises;

6.3. Liquid Intelligent Technologies and/or its agents shall attend to the installation of the Service during Business Hours;

6.4. Liquid Intelligent Technologies shall use its reasonable endeavours to comply with the CDD. However, Liquid Intelligent Technologies shall not be responsible for any consequences of any such delay or be liable for any damage/s, cost/s, or expense/s whatsoever, which the Customer may incur or suffer if the CDD is not met for reasons beyond Liquid Intelligent Technologies' control;

6.5. To the extent that the DIA Service provided to the Customer is suspended by Liquid Intelligent Technologies in accordance with the provisions of this Schedule and/or the Agreement, the Customer acknowledges that it will forfeit its access to and/or use of the DIA Service, but the Customer shall still remain liable to pay the relevant MRC during such period of suspension;

6.6. The hours of operation of the DIA Service shall normally be twenty-four (24) hours a day, seven (7) days a week. Any change to the hours of operation of the DIA Service shall be subject to the mutual agreement of the parties;

6.7. Liquid Intelligent Technologies shall use reasonable endeavours to ensure the DIA Service objectives specified in clauses 7 and 12 are met but does not guarantee continuous and fault free provision of the DIA Service and shall not be responsible for the transmission of the DIA Service over any other electronic communications network not operated by Liquid Intelligent Technologies;

6.8. Liquid Intelligent Technologies may, in its sole discretion, change the coverage of its Network or the capacity of its connections to other international networks.

7. LIQUID INTELLIGENT TECHNOLOGIES BACKBONE NETWORK AVAILABILITY AND SERVICE LEVEL AGREEMENT

- 7.1. This Service Level Agreement is applicable only to Customer Order Forms for DIA (Dedicated Internet Access Services or Services) which have been submitted by Customer and accepted by Liquid Intelligent Technologies in accordance with the Agreement for delivery of Services;
- 7.2. Definitions Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement for delivery of Services. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:
- 7.3. Installation Service Level Guarantee:

Liquid Intelligent Technologies' DIA Service are backed by the following installation Service level guarantee (Hereafter "Installation Guarantee"):

NUMBER OF DAY(S) AFTER CDD DATE	SERVICE CREDIT
1 – 7	15% of MRC
8 – 14	25% of MRC
15 – 30	50% of MRC
Greater than 30	100% of MRC

7.4. Cancellation:

In lieu of any Service Credits for Installation Guarantee, if Liquid Intelligent Technologies 's installation of a DIA Service is delayed by more than thirty (30) days beyond the CDD Date,

7.5. DIA Service without penalty upon written notice to Liquid Intelligent Technologies, provided that such written notice is delivered prior to Liquid Intelligent Technologies delivering to Customer the connection notice for the affected Service;

7.6. Exclusions:

Customer will not be entitled to:

- (i) receive any credits pursuant to the Installation Guarantee or
- (ii) exercise its right of termination pursuant to Section 9 below, for installation delays which are associated with (in whole or in part) any excluded event;

7.7. Liquid Intelligent Technologies Backbone Network Availability:

Liquid Intelligent Technologies DIA target objective is to achieve zero Service Outages for the Designated PoPs in the IP Backbone Network. Table 1 below specifies the availability target per category. Table 2.1 to 2.4 set out which PoPs are in which category and the applicable Service Credit percentages MRC;

Service Credits against DDoS Secure MRC is based on Category 3 for OpCo's.

Table 1: Service Availability Levels

BACKBONE NETWORK AND DDOS AVAILABILITY	
Category 1	>99.999%
Category 2	>99.99%
Category 3	>99.9%
Category 4	>99.0%

Table 2.1: Category 1 Service Credits

CATEGORY 1	
CUMULATIVE SERVICE OUTAGE (IN HOURS)	SERVICE CREDIT (MRC)
00:00:01 – 00:00:60	No credit

00:00:60 – 00:15:00	5%
00:15:01 – 00:60:00	10%
00:60:01 – 04:00:00	20%
04:00:01 – 08:00:00	30%
08:00:01 – 12:00:00	40%
12:00:01 – 18:00:00	50%
24:00:01 – or greater	100%
London	
Marseilles	

Table 2.2: Category 2 Service Credits

CATEGORY 2	
CUMULATIVE SERVICE OUTAGE (IN HOURS)	SERVICE CREDIT (MRC)
00:00:01 – 00:00:60	No credit
00:00:60 – 00:15:00	5%
00:15:01 – 00:60:00	10%
00:60:01 – 04:00:00	20%
04:00:01 – 08:00:00	30%
08:00:01 – 12:00:00	40%
12:00:01 – 18:00:00	50%
24:00:01 – or greater	100%
Johannesburg	
Cape Town	

Table 2.3: Category 3 Service Credits

CATEGORY 3	
CUMULATIVE SERVICE OUTAGE (IN HOURS)	SERVICE CREDIT (MRC)
00:00:01 – 00:43:00	No credit
00:43:01 – 02:00:00	5%
02:00:01 – 04:00:00	10%
08:00:01 – 12:00:00	20%
12:00:01 – 16:00:00	30%
16:00:01 – 18:00:00	40%
18:00:01 – 24:00:00	50%
24:00:00 – or greater	100%
Harare, Bulawayo, Masvingo	
Lusaka	
Mombasa	

Nairobi
Kampala
Kigali
Dar Es Salaam
Gaborone
DDoS Secure

Table 2.4: Category 4 Service Credits

CATEGORY 4	
CUMULATIVE SERVICE OUTAGE (IN HOURS)	SERVICE CREDIT (MRC)
00:00:01 – 07:12:00	No credit
07:12:01 – 14:00:00	5%
14:00:01 – 20:00:00	10%
20:00:01 – 24:00:00	20%
24:00:01 – 30:00:00	30%
30:00:01 – 36:00:00	40%
36:00:01 – 48:00:00	50%
48:00:01 – or greater	100%
Lubumbashi	
Burundi – Nemba	
Ndola / Kitwe	
Maputo	

- 7.8. Liquid Intelligent Technologies reserves the right to change the list of Designated POPs and sites at any time;
- 7.9. Network Unavailability is measured by taking an aggregate average of sample availability information collected during a Billing Month between Designated POPs in a region or between regions within the Liquid Intelligent Technologies Backbone Network as measured by Liquid Intelligent Technologies;
- 7.10. Construction of additional facilities which are required in order to connect the Customer's premises to the Liquid Intelligent Technologies and/or the Last Mile Access Circuit(s);
- 7.11. Changes to an Order Form where such changes are initiated at Customer's request. For the avoidance of doubt, the Installation Guarantee only applies to the original CDD. If a Customer requests a change to an installation date during the implementation of an Order Form, then the Installation Guarantee shall commence once again only upon Liquid Intelligent Technologies acceptance of the revised CDD and/or Order Form.
- 7.12. Round Trip Delay:

Subject to Section 12 below, in the event that Service Outage occurs for reasons other than an excluded event, the Customer will be Subject to Section 12 below, in the event that Service Outage occurs for reasons other than an excluded event, the Customer will be entitled to a Service Credit for the cumulative Service Outage. The Liquid Intelligent Technologies' live matrix can be viewed at https://peering.liquid.tech/latency_matrix or <https://peering.liquid.tech/>.

8. EXCHANGE RATE FLUCTUATIONS

- 8.1. Liquid may vary Charges where Liquid incurs costs for any component or element of the Dedicated Internet Access Service in a foreign currency, to reflect exchange rate fluctuations used to calculate the relevant Charges. These shall be calculated using the US (United States) 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. EXCLUSIONS

- 9.1. The customer shall not be entitled to:
 - 9.1.1. Receive any Credits pursuant to the Customer Site unavailability, or
 - 9.1.2. Exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below;
 - 9.1.3. Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
 - 9.1.4. Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Liquid Intelligent Technologies;
 - 9.1.5. Anything attributable to circuits procured by the Customer directly from other parties but not from Liquid Intelligent Technologies, comprising a part of the Service that is provided by Liquid Intelligent Technologies Partners;
 - 9.1.6. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
 - 9.1.7. Service Downtime shall not include any unavailability resulting from:
 - 9.1.7.1. scheduled downtime for Planned Maintenance;
 - 9.1.7.2. interruptions or delays resulting from any Third-Party services;

- 9.1.7.3. any supplies, power, Customer Equipment, or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
- 9.1.7.4. 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;
- 9.1.7.5. the Customer's applications, Customer Equipment, or facilities;
- 9.1.7.6. interruptions due to the failure of Customer Equipment provided by the Customer or other third party on behalf of the Customer;
- 9.1.7.7. acts or omissions of the Customer, its agents, contractors, or suppliers, (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or any other Customer-caused outages or disruptions;
- 9.1.7.8. suspensions due to non-payment of any amount payable by the Customer to Liquid Intelligent Technologies under this Schedule;
- 9.1.7.9. outages or failures occurring outside of Liquid Intelligent Technologies Backbone Network (i.e., at peers);
- 9.1.7.10. force majeure event, as more fully described in the Agreement;

9.2. "Trouble not found", a reported event that cannot be validated or duplicated by Liquid Intelligent Technologies;

9.3. Access Network not provided by Liquid Intelligent Technologies;

- 9.3.1.any act or omission of a Third-Party provider of the Access Network; or
- 9.3.2.force majeure as more fully described in the Agreement.

10. FAULT REPORTING

- 10.1. The Customer shall raise an outage trouble ticket with Liquid Intelligent Technologies in the event of any Service Outage detected at the Customer Site;
- 10.2. 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
+27 11 7740045	support@liquid.tech

- 10.3. Should a call logged in accordance with clause 10.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to support@liquid.tech, which is managed during Business Hours;
- 10.4. 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.

10.5. Liquid Intelligent Technologies shall use reasonable endeavours 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 endeavours 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

11. DDOS SECURE

11.1. DDoS Secure service protects a customers' public facing network when cybercriminals flood a target object with internet traffic to prevent users from accessing connected public facing servers or domains. DDoS Secure is a specially designed protection service to proactively prevent Attacks by scrubbing traffic and blocking known Attackers. This is done by creating a Manage Object that is hosted on the DIA Service Public IP address in order to resolve DDoS Attacks and/or Attack Incident and Known Attackers from Liquid Intelligent Technologies. Liquid Intelligent Technologies can also protect any domain hosted on the DIA allocated IP address;

11.2. DDoS Secure is depended on the Liquid Intelligent Technologies DIA service and is seen as a value add to DIA Service and cannot be sold or supported as a standalone service;

11.3. Service Level agreement attributes:

11.3.1. End-to-end handling of attacks from Known Attackers and the Scrubbing of traffic using the DDoS Secure Platform;

11.3.2. Identification, reporting, and notification of possible attacks;

11.3.3. For purposes of this Service Level, the term "available" means the LIT (Liquid Intelligent Technologies) DDoS Secure is available to the DIA Customer for proactive protection against DDoS attacks from Known Attackers by monitoring a Manage Object;

11.3.4. SLA offer an availability according to Section 7.7, Category 3;

11.3.5. DDoS Secure service Credits is based on DDoS MRC.

12. CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 12.1. 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;
- 12.2. 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;
- 12.3. 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;
- 12.4. In no event shall the total amount of all Credits issued to the Customer per month exceed the stipulated percentage thresholds, in Section 5 above, of the MRC invoiced to the Customer for the affected Service for that month;
- 12.5. 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;
- 12.6. 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;
- 12.7. 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;
- 12.8. 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.

13. SERVICE PROVISIONING

- 13.1. The Customer shall be responsible for making available, at no cost to Liquid Intelligent Technologies, accommodation, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each site, for the Contract Term of the applicable COF, for the purposes of housing Liquid Intelligent Technologies' transmission equipment required for the provision of the DIA Services to the Customer;
- 13.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the DIA Services;

13.3. The Customer shall ensure that the sites at either end of an Internet Service for which the request has been made are available, at all reasonable times, for access by Liquid Intelligent Technologies for purposes of swap out and changes if required;

13.4. Within seventy-two (72) hours of completing the installation for the applicable DIA 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") regarding the Service;

13.5. The Customer shall then conduct acceptance tests on the newly provided DIA Service for a period of two (2) Business Days following receipt of the Service Handover Form;

13.6. Should the Customer detect a fault on the DIA Service during these acceptance tests, then the Customer shall notify Liquid Intelligent Technologies of such fault in writing.

13.7. The Customer may only reject an Internet Service on the basis that the agreed technical specifications as set forth in the COF for the DIA Service have not been met;

13.8. If the Customer notifies Liquid Intelligent Technologies of its non-acceptance, further tests of the Internet Service will be conducted, and a new Service Handover Form delivered to the Customer;

13.9. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF;

13.10. The billing cycle for each Service will be from the Service Commencement Date of that DIA Service.

14. CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

14.1. Liquid Intelligent Technologies shall use reasonable endeavours 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"> • New installation of equipment • New link installation or shifting of circuit to new Customer Site. • Hardware upgrade in existing equipment • Link addition or termination to existing Customer Site.
Class B	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit and does not require new equipment or new circuit installation. • Bandwidth soft up-gradation/down-gradation.
Class C	<ul style="list-style-type: none"> • Changes that are not specified in Class A and Class B.

- 14.2. 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. 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;
- 14.3. Liquid Intelligent Technologies will endeavour to provide a 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 endeavour to undertake maintenance works in such a manner and at such times so as to least inconvenience the Customer's day-to-day business.
- 14.4. 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;
- 14.5. 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;
- 14.6. 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;
- 14.7. Planned Maintenance may be attributable to, inter alia:
 - 14.7.1. Preventative maintenance;
 - 14.7.2. Systems moves or reconfigurations;
 - 14.7.3. Systems testing and new systems/enhancements;
 - 14.7.4. Alteration, modification, upgrading or updating Liquid Intelligent Technologies' network infrastructure, any technology, hardware, or software and/or;
 - 14.7.5. Implementations of new systems or enhancements;
- 14.8. Liquid Intelligent Technologies shall work in such a manner and at such times so as to least inconvenience the Customer's day-to-day business;
- 14.9. Liquid Intelligent Technologies may act to manage network performance during periods where there is high demand which may influence the overall user experience. Please view Acceptable Usage Policy on [Legal - Internet Acceptable Use Policy](#).

15. CONTENT REGULATORY COMPLIANCE

- 15.1. The Customer hereby confirms that, it either has in its possession, or, 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;
- 15.2. 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;
- 15.3. The Customer authorizes Liquid Intelligent Technologies to monitor the Service at Liquid Intelligent Technologies' Network Operating Centre facilities.

END