

## E-Access Dynamic Service Schedule

### 1. APPLICABILITY

This Service Schedule is applicable only to the Customer Order Form (COF) for the purchase of E-Access Dynamic 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 COF;

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 **"Class of Service" or "CoS"** means the priority of the IP packets that can be set and sent to Liquid Intelligent Technologies Network as part of the E-Access Dynamic Service Class of Service package ordered by the Customer as set out in the COF;

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 COF;

2.2.8 **"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 E-Access Dynamic Service setting out the details such as quantities and fees;

- 2.2.9 **“Customer Premises Equipment”** or **“CPE”** means the equipment, located at the Customer’s Site, used to terminate the E-Access Dynamic Service, whether supplied by Customer or Liquid Intelligent Technologies;
- 2.2.10 **“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;
- 2.2.11 **“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;
- 2.2.12 **“ENNI”** means External Network to Network Interface;
- 2.2.13 **“Gbps”** means gigabits per second;
- 2.2.14 **“Interface”** means physical interface format in which the Customer and/or Liquid Intelligent Technologies shall deliver the signal to the Network, which in this instance is Ethernet;
- 2.2.15 **“Internet Protocol”** or **“IP”** means the method or protocol by which data is sent from one computer to another over the Internet;
- 2.2.16 **“Jitter”** or inter-packet differential arrival delay means the variation between packets in their deviation from the ideal instant as they traverse Liquid Intelligent Technologies Network;
- 2.2.17 **“Local Loop”** or **“Unity”** means ‘last mile’ access link that connects the Customer Site to the nearest Liquid Intelligent Technologies Core PoP;
- 2.2.18 **“Mbps”** means megabits per second;
- 2.2.19 **“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;
- 2.2.20 **“Network”** means Liquid Intelligent Technologies telecommunications network;
- 2.2.21 **“NLD”** means National Long Distance;
- 2.2.22 **“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;
- 2.2.23 **“OpCo”** means Liquid Intelligent Technologies Operating Company rendering the Services;
- 2.2.24 **“Packet Delivery”** means the successful delivery of accepted IP packets, marked with specified CoS, between Liquid Intelligent Technologies Network PE’s;
- 2.2.25 **“Packet Loss”** means the percentage of packets lost in transit;
- 2.2.26 **“Partner”** means a network service provider contracted by Liquid Intelligent Technologies to deliver network services outside Liquid Intelligent Technologies footprint;
- 2.2.27 **“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;

- 2.2.28 **“PoP”** in the context of this Service Schedule, means Point of Presence specifically relating to the Liquid Intelligent Technologies Network;
- 2.2.29 **“QoS”** means the activation of one or more of the following mechanisms: classification or setting of IP precedence bits/markings, the activation of Traffic policing and traffic shaping, queuing mechanisms, congestion control, traffic engineering;
- 2.2.30 **“PE”** or **“Access Provider Edge”** means the logical or physical element representing the point at which Service is available and specific Service Level targets are committed and measured;
- 2.2.31 **“Round Trip Delay”** or **“Latency”** means the average time taken by a packet to traverse from one Service Access Point to another and back to the first one;
- 2.2.32 **“Service Availability”** means the availability of the Service as a percentage in minutes for a Customer Site in a given month;
- 2.2.33 **“Service Credits”** means the credits due to the Customer for Service Downtime not resulting from Planned Maintenance or Emergency Maintenance;
- 2.2.34 **“Service Downtime”** means the amount of time the Service was unavailable;
- 2.2.35 **“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);
- 2.2.36 **“Service ID”** or **“Circuit ID”** means the unique Service Identity Number allocated by Liquid Intelligent Technologies;
- 2.2.37 **“Service Level”** shall have the meaning ascribed thereto in clause 5;
- 2.2.38 **“Service Level Agreement”** or **“SLA”** means this Service Schedule;
- 2.2.39 **“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;
- 2.2.40 **“Service Period”** means the amount of time the Service was available in a calendar month;
- 2.2.41 **“Third-Party”** means any person or company that provides services on behalf of the Customer;
- 2.2.42 **“Trouble Ticket”** means the official method used by the Customer to advise Liquid Intelligent Technologies of a potential Service Outage;
- 2.2.43 **“UNI”** means User Network Interface;
- 2.2.44 **“VLAN”** means Virtual Local Area Network.

### 3. SERVICE DESCRIPTION

3.1 E-Access Dynamic Service provides a point-to-point port-based (Access Ethernet Private Line) or VLAN-based (Access Ethernet Virtual Private Line) Ethernet connection between one or two UNI's and ENNI;

3.2 The Service provides Layer 2 connectivity and allows a Customer to pool the bandwidth within a metro region or NLD in the following tiered model:

*Table 1: E-Access Dynamic Service standard bandwidth tiers*

Tier Level	Tier Bandwidth (Mbps)	Bandwidth Range (CoS1)
1	300	Less than and equal to 300Mbps
2	500	Between 301Mbps – 500 Mbps
3	1000	Between 501Mbps – 1000Mbps
4	3000	Between 1001Mbps – 3000Mbps
5	5000	Between 3001Mbps – 5000Mbps
6	10000	Between 5001Mbps – 10000Mbps
7	20000	Between 10001Mbps – 20000Mbps
8	30000	Between 20001 Mbps – 30000Mbps
9	50000	Between 30001 Mbps – 50000Mbps
10	70000	Between 50001 Mbps – 70000Mbps
11	100000	Between 70001 Mbps – 100000Mbps

3.3 The handoff for bandwidth tiers above 10000Mbps will be in multiples of 10GbE or 100GbE interface, subject to feasibility;

3.4 Metro region is defined as a Line of Path (LoP) distance of up to 75km from the Customer Site to the ENNI location;

3.5 NLD is defined as a Line of Path (LoP) distance of greater than 75km from the Customer Site to the ENNI location;

3.6 The Service is delivered by Liquid Intelligent Technologies within the borders of South Africa;

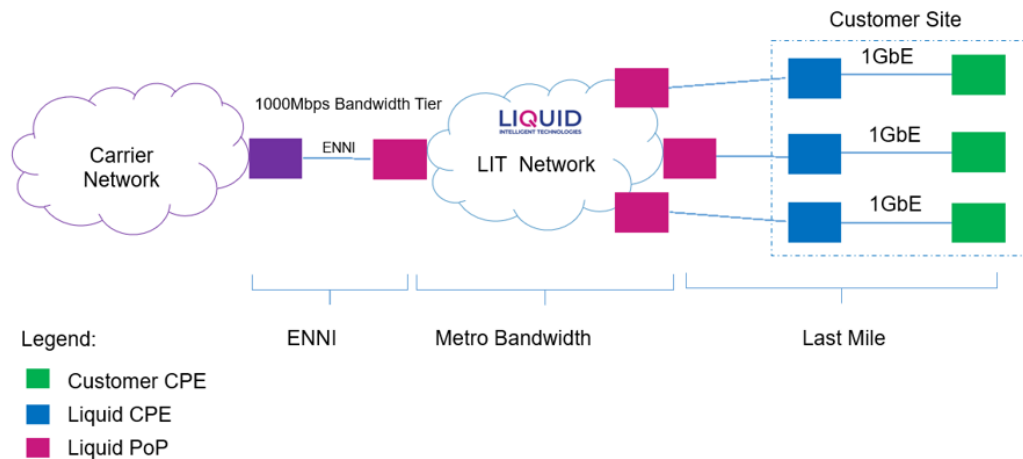
3.7 E-Access Dynamic Service comprises of the following product components:

3.7.1 ENNI which is rate-limited based on the committed bandwidth pool/tier purchased by the Customer;

3.7.2 Last mile which connects the Customer Site to the nearest Liquid Intelligent PoP;

3.7.3 Bandwidth pool selected by the Customer.

## 4. HIGH LEVEL SERVICE ARCHITECTURE



- 4.1 All E-Access Dynamic Services will have an Ethernet handoff;
- 4.2 Each Service will be created as a separate VLAN on the Liquid Intelligent Technologies Network;
- 4.3 A single Class of Service will be provided per VLAN;
- 4.4 A single VLAN cannot terminate at two different ENNI's and the VLANs will be terminated on a single port (service multiplexed) on the ENNI;
- 4.5 The CPE at the Customer premises will be rate-limited to either 300Mbps, 500Mbps or 1Gbps based on the committed bandwidth pool purchased by the Customer. Any rate-limit above 1Gbps will be considered on a case-by-case basis, subject to feasibility;
- 4.6 The ENNI will be rate-limited based on the committed bandwidth pool purchased by the customer;

## 5. PROVISIONING PARAMETERS

- 5.1 Liquid Intelligent Technologies E-Access Dynamic Service provides forwarding guarantees through bandwidth reservation on the Liquid Intelligent Technologies Network;
- 5.2 Liquid Intelligent Technologies applies multiple traffic engineering techniques to each CoS in order to assure QoS for the applications;
- 5.3 The management of latency and bandwidth is done by applying the QoS techniques per CoS on the Network, including:
  - 5.3.1 Classification or setting of IP precedence bits/markings;
  - 5.3.2 Traffic policing and traffic shaping;
  - 5.3.3 Queuing mechanisms;
  - 5.3.4 Congestion control; and
  - 5.3.5 Traffic engineering.
- 5.4 Supported Classes of Service for E-Access Dynamic Service:
  - 5.4.1 Platinum or CoS 1 ideally positioned for voice and interactive video: strict priority, low latency, guaranteed delivery;
  - 5.4.2 Silver or CoS 3 ideally positioned for transactional data: guaranteed delivery; and
- 5.5 Local Loop includes wireline and wireless mediums. Supported Interface options:
  - 5.5.1 Fast Ethernet (10/100Mbps);

- 5.5.2 Gigabit Ethernet (1Gbps);
- 5.5.3 10 Gigabit Ethernet (10Gbps), subject to feasibility or
- 5.5.4 100 Gigabit Ethernet (100Gbps), subject to feasibility.

## **6. SERVICE TERMS AND CONDITIONS**

- 6.1 Minimum contract term for E-Access Dynamic product is 24 months;
- 6.2 Last mile is subject to feasibility and capacity availability;
- 6.3 E-Access Dynamic is applicable to new and out of contract Services, excluding in-contract Services;
- 6.4 The total aggregate bandwidth for all the Customer Sites should not exceed the committed pool of bandwidth at the ENNI location(s) for fixed bandwidth commercial model (non-burstable model);
- 6.5 The commercial model caters for pooling of bandwidth within a metro. Pooling of NLD bandwidth will be considered on a case-by-case basis, based on specific Customer requirements;
- 6.6 Trenching distance is subject to a business case, based on the minimum commit (number of circuits and bandwidth pool);
- 6.7 The WAN port on the CPE at the customer site will be rate-limited based on the committed bandwidth pool purchased by the customer as follows:
  - 6.7.1 300Mbps bandwidth pool – rate-limit at the Customer Site 300Mbps;
  - 6.7.2 500Mbps bandwidth pool – rate-limit at the Customer Site 500Mbps;
  - 6.7.3 1Gbps bandwidth pool – rate-limit at the Customer Site up to 1Gbps;
  - 6.7.4 1Gbps+ bandwidth pool – rate-limit at the Customer Site dependent on the customer requirements and subject to feasibility and business case.
- 6.8 Customer is responsible for monitoring the usage or over subscription at the ENNI to ensure that the total aggregate bandwidth across all Customer Sites does not exceed the committed bandwidth pool at the ENNI, which will result in frame/packet loss or Service degradation;
- 6.9 A new ENNI must be setup for E-Access Dynamic Service to enable the Customer to monitor the usage based on the committed bandwidth pool;
- 6.10 Customer can split the committed bandwidth pool across multiple ENNI's. As an example, a Customer can commit to a 1Gbps bandwidth pool and split this across 2 ENNI's at 500Mbps per ENNI, or commit to 3Gbps bandwidth pool and split it across 3 ENNI's at 1Gbps per ENNI:
  - 6.10.1 300Mbps;
  - 6.10.2 500Mbps;
  - 6.10.3 1Gbps;
  - 6.10.4 3Gbps;
  - 6.10.5 5Gbps;
  - 6.10.6 10Gbps;

## **7 COMMERCIAL TERMS**

- 7.1 Commercials are based on a minimum Contract Term of 24-Months;

7.2 Customer is liable for:

7.2.1 All last mile access charges

7.2.2 Service setup charges

7.2.3 Committed bandwidth pool/tier

7.2.4 ENNI port charges

7.3 ENNI's will be setup at Teraco or ADC Data Centers. 100GbE ENNI is subject to feasibility;

7.4 Maximum fibre trenching distance per customer site is xx (KAM to provide as per the business case);

7.5 The customer may elect to have Customer Sites that are not commercially feasible to be made feasible by incurring a once-off charge added to their standard Last Mile access NRR calculated at R500 per meter of additional trenching required over and above the maximum threshold set in the business case;

Table 2: Bandwidth pool/tiers charges

KAM to provide

Table 3: Last Mile Access charges

KAM to provide

Table 4: ENNI port charges

KAM to provide

## 8 SERVICE LEVELS TARGETS AND REMEDIES

8.1 Service Availability is measured by the Liquid Intelligent Technologies network management system and include the Local Loop for on-net and off-net Customer Sites and CPE where Liquid Intelligent Technologies has back-to-back Service Level agreement with its Partners;

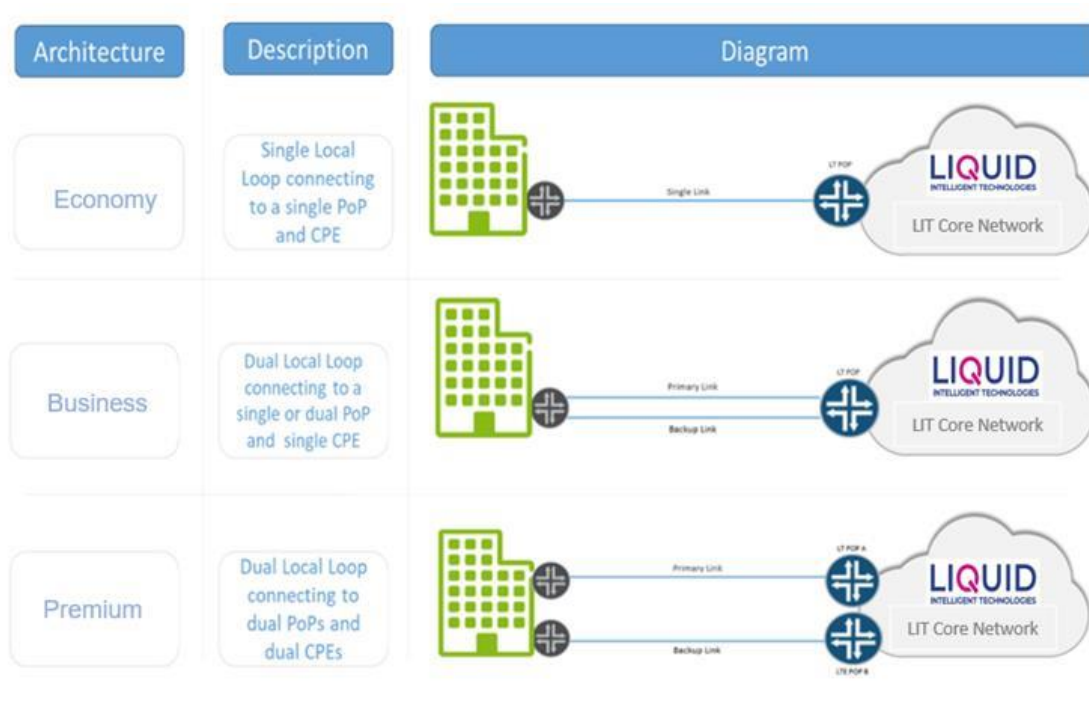
8.2 A Customer benefits from one of the three levels of Service Availability: Premium, Business or Economy as selected in the COF;

Table 5: Service Availability Levels

Service Availability (%)	Premium	Business	Economy
Service Availability	99.9%	99.5%	99.0%

8.3 The Customer benefits from 1 (one) of 3 (three) levels of Service Availability based on the Local Loop architecture selected per Customer Site;

Figure 1: Local Loop Architecture Types



8.4 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:

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

8.5 Upon 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 6: Service Credit for Business Service Level

Availability	Credit
99.5%	No credit
< 99.5% - 98.5%	5%
< 98.5% - 97.5%	10%
< 97.5% - 96.5%	15%
< 96.5% - 95.5%	20%
< 95.5 %	25%



*Table 7: Service Credit for Economy Service Level*

Availability	Credit
99.0%	No credit
< 99.0% - 98.0%	5%
< 98.0% - 97.0%	10%
< 97.0% - 96.0%	15%
< 96.0% - 95.0%	20%
< 95.0%	25%

8.6 Service Credit for Premium Service Level shall be specified in a customer specific solution document;

8.7 Planned Maintenance by Liquid Intelligent Technologies or any underlying incumbent or in-country Partners are 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 depending on the notice received from an in-country Partner or underlying incumbent;

8.8 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.

## **9 SERVICE IMPLEMENTATION AND DELIVERY TARGETS**

9.1 The standard delivery time for Liquid Intelligent Technologies E-Access Dynamic Services is eight (8) weeks for onnet Services, and up to 12 weeks for off-net Services;

9.2 Liquid Intelligent Technologies will endeavor to implement and deliver the Service to the Customer within the specified standard delivery time for onnet E-Access Dynamic Services. Implementation and delivery of off-net E-Access Dynamic Services is subject to off-net Partner's delivery;

9.3 The standard delivery time may be extended for any of the following reasons:

9.3.1 Any delay, outage, or non-compliance related to the Third-Party or off-net Partner beyond Liquid Intelligent Technologies control;

9.3.2 Any delays in obtaining relevant permits from municipal authorities;

- 9.3.3 Installation of Customer's CPE or of any item on the Customer's side such as cabling, racks, power, etc. is delayed for reasons beyond Liquid Intelligent Technologies control.

## **10 SERVICE PERFORMANCE FOR E-ACCESS DYNAMIC SERVICE**

- 10.1 Liquid Intelligent Technologies offers the following Service Level performance measures:

### **10.1.1 Round Trip Delay**

- 10.1.1.1 The Round Trip Delay (RTD) is defined as the length of time it takes for a signal packet to be sent plus the length of time it takes for an acknowledgement of that signal packet to be received. Round Trip Delay Targets shall be geo – dependent;

- 10.1.1.2 Round Trip Delay is measured between PE devices as an aggregated average of sample measurements taken during a calendar month in 5 minutes intervals;

- 10.1.1.3 Round Trip Delay measurements are only available for customer specific solutions and shall be specified in the customer solution design document;

- 10.1.1.4 Round Trip Delay is measured between Liquid Intelligent Technologies PE devices and excludes the Local Loop;

- 10.1.1.5 Live Latency Matrix between Liquid Intelligent Technologies' major PoPs is available on this URL: [Liquid Tech Peering](#).

### **10.1.2 Jitter**

- 10.1.2.1 Jitter is defined as the variation in the latency on a packet flow between two systems, when some packets take longer to travel from one system to the other;

- 10.1.2.2 Jitter is measured between PE devices as an aggregated average of sample measurements taken during a calendar month;

- 10.1.2.3 Jitter measurements are only available for customer specific solutions and shall be specified in the customer solution design document.

### **10.1.3 Packet Loss**

- 10.1.3.1 Packet Delivery Ratio is defined as the average ratio of packets within a specified traffic CoS that are successfully delivered to total packets that are sent over the Liquid Intelligent Technologies Network in a billing month, excluding packets that are not delivered in whole or part to factors unrelated to Liquid Intelligent Technologies Network;

- 10.1.3.2 Packet Loss measurements are only available for customer specific solutions and shall be specified in the customer solution document;

10.1.3.3 Packet Loss is measured between Liquid Intelligent Technologies PE devices and excludes the Local Loop;

10.1.4 Average Packet Loss per CoS:

*Table 4: Average Packet Loss per CoS*

Average Packet Loss %	Platinum	Gold	Silver	Bronze
Average Packet Loss	0.25%	0.5%	1.0%	N/A

10.2 Local Loop

10.2.1 Local Loop or Unity means the last mile access from the Customer premises to the nearest Liquid Intelligent Technologies PoP;

10.2.2 To provide network services to Customer Sites outside of Liquid Intelligent Technologies footprint, Liquid Intelligent Technologies leverages its Partners' network presence for Local Loop.

## 11 EXCHANGE RATE FLUCTUATIONS

11.1 Liquid may vary Charges where Liquid incurs costs for any component or element of the E-Access Dynamic 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;

11.2 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 11.1 above is compared against the exchange rate on the morning of the relevant invoice generation date, is greater than 5% (five percent);

11.3 Where Liquid 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.

## 12 EXCLUSIONS

12.1 The Customer shall not be entitled to:

12.1.1 receive any Credits pursuant to the Customer Site unavailability, or

12.1.2 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 12.1.3 to 12.1.7 below:

12.1.3 Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loops;

12.1.4 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;

- 12.1.5 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;
- 12.1.6 Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 12.1.7 Service Downtime shall not include any unavailability resulting from:
- 12.1.7.1 scheduled downtime for Planned Maintenance;
  - 12.1.7.2 interruptions or delays resulting from any Partner services procured by the Customer;
  - 12.1.7.3 any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
  - 12.1.7.4 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;
  - 12.1.7.5 the Customer's applications, equipment, or facilities;
  - 12.1.7.6 Interruptions due to the failure of equipment provided by the Customer or other Third-Party on behalf of the Customer;
  - 12.1.7.7 acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
  - 12.1.7.8 suspensions due to non-payment of any amount payable by the Customer to Liquid Intelligent Technologies under the COF, Agreement or this Schedule; or
  - 12.1.7.9 force majeure event, as more fully described in the Agreement.

### 13 FAULT REPORTING

- 13.1 The Customer shall raise an outage trouble ticket with Liquid Intelligent Technologies in the event of an Service Outage detected at the Customer Site;
- 13.2 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

- 13.3 Should a call or e-mail logged in accordance with clause 13.2 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;

- 13.4 In addition, the Customer shall be entitled to approach an assigned Liquid Intelligent Technologies account manager if the feedback or progress on the outage resolution is not satisfactory;
- 13.5 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;
- 13.6 Liquid Intelligent Technologies shall use reasonable endeavors to provide a root cause analysis report regarding the cause of the Service Downtime and the preventative 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

#### 14 SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

- 14.1 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;
- 14.2 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;
- 14.3 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;

- 14.4 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;
- 14.5 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;
- 14.6 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;
- 14.7 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;
- 14.8 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.

## **15 SERVICE PROVISIONING**

- 15.1 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 COF, for the purposes of housing Liquid Intelligent Technologies transmission equipment required for the provision of the Services to the Customer.
- 15.2 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;
- 15.3 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;

- 15.4 The Customer shall then conduct acceptance tests on the newly provisioned Service for a period of three (3) Business Days following receipt of the Service Handover Form;
- 15.5 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;
- 15.6 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;
- 15.7 The Customer accepts responsibility for the Liquid Intelligent Technologies equipment in their environment and further agrees:
- 15.7.1 not to remove or allow the Liquid Intelligent Technologies equipment to be removed from the Customer site without Liquid Intelligent Technologies consent
  - 15.7.2 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;
  - 15.7.3 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; and
  - 15.7.4 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;
  - 15.7.5 to grant access and make available for collection such Liquid Intelligent Technologies equipment in its possession in working order, fair wear and tear excepted, within 7 (seven) working days of termination of the Service. In the event that the removal of the equipment is either: a) Impossible; b) Customer has delayed the removal of the equipment for no justifiable reason for a period of 30 (thirty) days from date of 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;

- 15.8 Liquid Intelligent Technologies is responsible for collecting the equipment from the customer premises after Service termination;
- 15.8 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.

## 16 CUSTOMER REQUESTED CHANGES AND PLANNED MAINTENANCE

- 16.1 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>

- 16.2 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;
- 16.3 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.

- 16.4 At no time shall Planned Maintenance events which may cause a Service Outage be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service;
- 16.5 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;
- 16.6 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;
- 16.7 Planned Maintenance may be attributable to, inter alia:
  - 16.7.1 Preventative maintenance;
  - 16.7.2 Systems moves or reconfigurations;
  - 16.7.3 Systems testing and new systems/enhancements;
  - 16.7.4 Alteration, modification, upgrading or updating Liquid Intelligent Technologies network infrastructure, any technology, hardware or software and/or;
  - 16.7.5 Implementations of new systems or enhancements.
- 16.7 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.

## **17 CONTENT REGULATORY COMPLIANCE**

- 17.1 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;

- 17.2 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;
- 17.3 The Customer authorizes Liquid Intelligent Technologies to monitor the Service at Liquid Intelligent Technologies Network Operating Centre facilities.