

SERVICE LEVEL AGREEMENT

1. This Schedule

1.1 This schedule when attached to the Specific Conditions for the Service and part of the agreement between DIGIPHIL and the CUSTOMER, which comprises the following:

- (a) General Conditions for DIGIPHIL Services (“GC”).
- (b) Specific Condition for the Service (“SC”).
- (c) Order Form properly filled out and duly executed by CUSTOMER (“SOF”) and
- (d) Any other documents attached to or referenced in GC, SC or SOF, including any acceptable use and securities policies referenced therein.

1.2 Defined terms that are used in this schedule but not defined will have the meanings assigned to them in the GC, SC and SOF of the Service.

1.3 “Service Coverage” means the service on EAC, C2C and EAC Pacific Cable Systems, excluding any Off-Net Circuit (as defined in Clause 3.3 below).

2. Installation Objective

2.1 DIGIPHIL shall use its commercially reasonable effort to provide the Service to CUSTOMER on the CRFS Date. The CRFS Date may be a different date to the RRFS Date specified in the Order Form. The CRFS Date will be agreed separately in writing by DIGIPHIL and CUSTOMER during the course of processing CUSTOMER’s order for the Service.

2.2 If for reasons that for within DIGIPHIL Control, DIGIPHIL fails to make the Service available to CUSTOMER on or before the CRFS Date, CUSTOMER will receive a SLA Credit against the Monthly Service Charges applicable to the affected Service. The SLA Credit will be calculated based upon the number of days after the CRFS Date the service is actually made available to CUSTOMER SLA Credits are calculated as follows:

Number of Calendar day(s) after CRFS Date	SLA Credits against Monthly Service Charges for affected Service (SLA Credits are not cumulative)
1 – 7	5%
8 – 14	15%
15 – 30	25%
Greater than 30	50%

2.3 Exclusions. CUSTOMER will not be entitled to any SLA Credits for installation delays in the following circumstances:

- i. The delay is caused by CUSTOMER’s modification of the Order Form after its completion; or
- ii. DIGIPHIL has made the service available to CUSTOMER, but CUSTOMER is not ready to use it or (if applicable) test it at that time.
- iii. The delay in installation of new services is DIGIPHIL BROADBAND’ operated network caused by any cable cut in the DIGIPHIL Operated Network. Restoration of existing capacity may (at DIGIPHIL discretion) take priority over new

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installation. Under such situation, DIGIPHIL will use reasonable endeavor to delay the provisioning of local loop or “Off-Net Circuit”, However, if the local loop or “Off-Net Circuit” had already turn-up or local loop or “Off-Net Circuit” provider does not accept the postponement request, CUSTOMER will continue the acceptance on the local loop or “Off-Net Circuit” portion first before the end to end service is ready for acceptance.

3. Service Availability Objective

3.1 Wave Standard Service Availability Objective: DIGIPHIL shall use its commercially reasonable effort to provide the Service within the Service Coverage stated in Clause 1.3, in which the “POP to POP” portion of the Service will be available for the CUSTOMER’s use for 99.5% of calendar month and does not take into account outages of the type specified in Clause 3.3 below. Outage time will be the basis for determination of SLA Credit under this Clause 3.1.

If the Outage Time for a “POP to POP” service exceeds the following “Duration of Outage Time” during any applicable calendar month, CUSTOMER will receive a SLA Credit against the Monthly Service Charge for the affected Service calculated as follows:

Duration of Outage Time	Time SLA Credits against Monthly Service Charge for affected Service
<=3.6 hrs	0%
> 3.6hrs &<= 24 hrs	5%
> 24 hrs&<= 72 hrs	10%
> 72 hrs	15%

CUSTOMER acknowledges that there is no protection path with Wavelength Service, and the maximum SLA Credit for service availability objective criterion to be applied for the service (no matter how long the downtime is) shall not exceed fifteen percent (15%) of the monthly service charge for the POP to POP Service.

3.2 “Outage Time” is determined on a month basis on cumulative CUSTOMER reported trouble tickets for outage that have been confirmed by DIGIPHIL trouble ticket system. Outage Time commences as of the time indicated by DIGIPHIL trouble ticket system and terminates at such time as CUSTOMER is again able to use the Service (either in the original path or, if any, in any re-routed path) but will exclude time attributable to outages of the type described in Clause3.3.

3.3 Exclusions. CUSTOMER is not entitled to any SLA Credit under this Availability objective criterion for the following type of outages:

- i. Outages attributable in whole or in part to CUSTOMER’s premises equipment (whether or not owned by CUSTOMER), or to local access facilities ordered directly by CUSTOMER;
- ii. Outages attributable in whole or in part to any act or omission of CUSTOMER or any third party, including but not limited to, CUSTOMER’s agents, contractors and vendors;
- iii. Cable cut or force majeure events, as describe in the applicable Clause 13.9 of the General Conditions;
- iv. Any planned activities or service suspensions for maintenance, network upgrade, reconfiguration or modification;
- v. Outages attribute to CUSTOMER’s negligence or willful misconduct, which may include CUSTOMER’s failure to follow agreed-upon procedures; and

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vi. Outages attributable to “Off-Net Circuits”, that is circuits comprising a part of the service that are provided by third-party suppliers where the circuits are either (i) international full or half circuits. or (ii) long-haul domestic circuits. Local loop access circuits provided by third party suppliers are considered as Off-Net Circuits.

3.4. DIGIPHIL technical obligation under this Clause 3 is limited to the provision of re-routed path, subject to availability, using its commercially reasonable effort (but not guarantee) during Outage Time of the Original path of the Service.

4. SLA Credits

4.1 CUSTOMER must provide us with a written request for a SLA Credit under this Schedule within 30 days of the applicable Service-affecting event. Failure to do so will void CUSTOMER’s eligibility for any SLA Credit for such event.

4.2 Subject to clause 3.3, if CUSTOMER would be entitled to SLA Credits on more than one objective criteria due to the same service affecting incident, CUSTOMER will only receive the largest possible SLA Credit that CUSTOMER would otherwise be entitled to under a single objective criterion

4.3 SLA Credits of all types are subject to a cumulative maximum per calendar month equal to the Monthly Service Charge accruing to the affected Service during the applicable month. DIGIPHIL will issue one cumulative SLA Credit with respect to any month, regardless of the frequency of occurrences giving rise to tem.

4.4 SLA Credits are calculated after 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 Monthly Service Charges.