

SERVICE SCHEDULE FOR SmartIPX CUSTOMER PREMISE EQUIPMENT (CPE) SERVICES

1. Applicability. This Service Schedule is applicable only to Service Order Form(s) for SmartIPX's CPE Services (Service) which have been submitted by Customer and accepted by SmartIPX in accordance with the Master Services Agreement (MSA).

1.1 Service Descriptions. SmartIPX provides CPE SmartIPX to customer location(s) that encompasses the following:

- Procurement/rental of CPE as specified by Customer
- One-time installation services
- Hardware replacement

2. Definitions. Terms used herein but not otherwise defined shall have the same meanings ascribed to them in the MSA for Delivery of Service(s).

"Affected Service" or "Affected CPE Service" refers to the Service affected by an Outage.

"Business Day" a day (other than a Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the country where the Service is provided or performed from.

"CPE" Customer Premise Equipment "Individual Case Basis" or "ICB" refers to any Ethernet Service where a standard installation lead time is not provided in accordance with Section 4.1 below.

"Month" refers to a time period that begins at 12.00AM Greenwich Mean Time (GMT) on the first day of a calendar month and end at 11:59PM on the last day of the same calendar month.

"MRC" refers to Monthly Recurring Charge as expressly set out in the Service Order Form for that Service.

"NRC" means the Non-Recurring Charges for any Service, as expressly set out in the Service Order Form for that Service.

"Outage" refers to any event or circumstance (other than an Excused Outage) which results in non-conformance to the agreed upon service level Agreements ("SLA").

"Planned Maintenance" refers to any routine, preventive or scheduled maintenance which is performed with regard to the Ethernet Services, the SmartIPX Network or any component thereof, which SmartIPX or its agents reasonably believe is necessary in order to prevent or remedy a defect which may affect Customer's use or access to the Services. SmartIPX shall endeavour to give Customer the relevant notice periods for any Planned Maintenance event as set out in Section 5 below.

"Ready for Service Date" or "RFS Date" refers to the date specified by SmartIPX, following execution of the Service Order Form for a Service, when that Service aims to be ready for use by the Customer.

"Service Uptime" refers to a period during which there are no breaks in transmission service, reported to and confirmed by SmartIPX. Service Uptime does not include Excused Outages.

"SMC" refers to the Service Management Centre

3. Installation and testing. SmartIPX will offer a One-Time Installation service. This covers:

- Delivery of the CPE to designated Customer site
- Configuration of the CPE in accordance with the information gathered from Customer
- Actual installation of the CPE at the designated Customer site
- Testing of the CPE functioning SmartIPX shall install the CPE during business hour as defined follows. If Customer requests an installation of CPE Out-of Business Hours, separate charges shall apply.

Business Hours	Out-of Business Hours
Monday- Friday 8:00 am to 6 pm	Monday – Friday 6pm - 8am, Sat, Sun & public Holidays

In addition, if Customer fails to allow or accept installation of the CPE when SmartIPX Engineer arrives as scheduled to install the Service, Customer will be charged a Customer “Not Ready for Service” fee at prevailing market rate

4. Installation Service Agreement. SmartIPX's CPE Services are backed by the following Installation Service Agreement (“Installation Agreement”): For the purpose of determining an RFS Date for the Service, the Installation Interval shall be upon SmartIPX's acceptance of a Service Order Form in accordance with the MSA, Confirmation of Equipment lead-times and the site survey document. Installation Interval excludes any additional riser infrastructure within a building required to reach Customers location for CPE. SmartIPX warrants that the CPE Service will be provided to Customer on the RFS Date. The RFS Date will be determined by either (i) reference to the Installation Interval set forth in Section 4.1 below; or (ii) written notice by SmartIPX during the course of provisioning the Service Order Form. For the avoidance of doubt, the Installation Agreement only applies to the original RFS Date. If Customer requests a change to an installation date during the implementation of a Service Order Form, the Installation Agreement shall commence once again only upon SmartIPX's acceptance of the revised RFS Date.

4.1 Installation Credits. In the event SmartIPX fails to make a CPE Service available to Customer on the RFS Date, Customer will be entitled to receive a credit against the NRC (if any) applicable to the Affected Service. The credit will be calculated upon the number of days after the RFS Date the Service is actually made available to the Customer. Installation credits are calculated as follows:

Number of Business day(s) after RFS Date	Installation Credit
1-5	0% of NRC
6-10	2.5% of NRC
11-20	5% of NRC
21-30	10% of NRC
>30	15% of NRC

These credits are not cumulative (i.e. if Service is 23 days late, Credit will be 10% of NRC)

5. Emergency Maintenance. If emergency network maintenance is required to protect the operation and integrity of the SmartIPX's Network, then SmartIPX reserves the right to withdraw the Service by giving the Customer as much notice as reasonably possible. Service Unavailability resulting from Emergency Maintenance is included in the calculation of Service Unavailability Credit.

5. Provision of Service Credits.

5.1 Customer must provide SmartIPX with a written request for a credit due hereunder within thirty (30) days of the applicable event giving rise to the credit. Failure to do so will void Customer's eligibility for any credit for such event(s).

5.2 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 recurring Service charges.

5.3 Credits will generally be reflected on the second invoice following the billing month in which the

Service-affecting event occurs. The credits provided in this Service Schedule are Customer's sole and exclusive remedies for all matters related to the Service Agreements detailed herein.

5.4 Any credits accrued but remaining unused after termination of the applicable Service may only be applied to charges accruing to the affected Service or new purchases of SmartIPX Services at SmartIPX's discretion. All unused credits will expire on the later of twelve months after their accrual or upon the expiration or termination of the last Service Order Form with SmartIPX. Termination of a Service Order Form, the MSA due to Customer's non-payment or other breach(es) will immediately void all accrued, but unused credits.

6. Amendments to the Service Schedule. SmartIPX reserves the right to amend this Service Schedule without prior notice to the Customer.