

SERVICE SCHEDULE Dedicated Internet Access ("DIA")

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

2. Service Description. Service consist of one or more end-to-end Internet connection(s) between a Customers End User site(s) and the Customers own Internet Access Point within the Customers network. The connections can either be contended or uncontended bandwidth depending on geographic or technical limitations of our 3rd Party Providers. Customer can chose to elect SmartIPX to provide the necessary End User CPE or source CPE themselves.

Definitions

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

"Bandwidth" refers to specified amount of bandwidth requested by the Customer and delivered by SmartIPX.

"Business Day" refers to 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.

"Contended Bandwidth" refers to the maximum bandwidth requested by a Customer and supplied by SmartIPX for use by the End User. This bandwidth is shared, meaning that the maximum bandwidth available to the End User may not always be available.

"Customer" refers to a business who purchases the goods or services provided by SmartIPX.

"Customer Premises Equipment" or "CPE" refers to equipment that is located at the End User's premises as part of the Service "End User" refers to the entity who ultimately uses or is intended to use the Service.

"Excused Outage" refers to those items set forth in Section 9 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 the Monthly Recurring Charges as expressly 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 Agreement ("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 6 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.

"Uncontended Bandwidth" refers to the DIA bandwidth requested by a Customer and supplied by the SmartIPX for the sole use by the end user with the benefit of access to the full bandwidth of the circuit in both up-load and download.

"SMC" refers to the SmartIPX Service Management Centre

3. Installation and testing.

SmartIPX will conduct testing as determined by SmartIPX and set out in the Services Handbook prior to handing

over the Service to the Customer. Customer may only reject a Service if the agreed technical specifications, as set forth in the solution diagram in the Service Order Form and this Service Schedule for the Service, have not been met. If Customer notifies SmartIPX of this non-acceptance, further tests of the Service will be conducted by SmartIPX and a new In-Service Notification will be delivered to Customer, provided that notwithstanding anything herein to the contrary, Customer's (i) failure to notify SmartIPX of its non-acceptance of the Service or (ii) use of a Service in commercial operations will be deemed to constitute Customer's acceptance of that Service.

4. Installation. SmartIPX will provide the customer with a Ready for Service date with the order acceptance. SmartIPX will endeavour to meet the Ready for Service date or agreed extension thereto in accordance with the Services Handbook.

5. Service Availability Agreement. SmartIPX's Services are backed by the following Service Availability Agreement. SmartIPX's goal is 100% Service Availability.

5.1 Service Unavailability Credits. "Service Unavailability" refers to a period during which there is a break in Internet Access, reported to and confirmed by SmartIPX's Customer Service. SmartIPX will calculate monthly the amount of Service Unavailability experienced by each Service. At the end of a Month, SmartIPX shall calculate the total amount of time the Service was unavailable measured from the time when the unavailability was reported to the SmartIPX's SMC (the "Service Unavailability Time"). Such Service Unavailability Time shall be used to determine any Service Unavailability Credit that the Customer shall be entitled to ("Service Unavailability Credit"). The Service Unavailability Credit will be a percentage of the MRC for the Service as set forth in table below and will apply only to the Service(s) for which such credit was derived ("Affected Service(s)"), and the Service Unavailability Credit will be calculated individually for each Affected Service.

$$\text{Service Availability} = \left(\frac{\text{Total time in a Month} - (\text{Total time with Service Unavailability during a Month})}{\text{Total time in a Month}} \right) * 100\%$$

For the purpose of calculation of Service Availability, a Month is taken as 30 days.

Service Availability (SA)	Equivalent Unavailability Time	Service Credit % of MRC
SA >= 99.5%	0 mins - 216 mins	0%
99.0% < SA < 99.50%	216.1 mins - 432 mins	1%
96.00% < SA < 99.00%	432.1 mins - 1728 mins	3%
90.00% < SA < 96.00%	1729.1 mins - 4320 mins	5%
SA < 90.00%	> 4320.1 mins	10%

6. Planned Maintenance. SmartIPX shall endeavour to give Customer the notice periods for any Planned Maintenance event as set out in table below.

Type of Outage	Notice period
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Service affecting	10 working days
Non-Service affecting	24 hours

7. Service unavailability resulting from Planned Outages are not included in the calculation for Service Availability Credits

8. 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 Credits.

9. Exclusions/Excused Outages. Customer will not be entitled to (i) receive any credits pursuant to the Installation, Service Availability and MTTR SLA or (ii) exercise any right of termination for anything which is caused by or associated with (in whole or in part) those exclusions set out below: (a) Customer premise equipment CPE not provided by the SmartIPX or not covered by the SmartIPX's First Line Maintenance (FLM), or local access facilities ordered directly by Customer; (b) Any act, omission or default of Customer or any of its agents, contractors or vendors; (c) Force Majeure Events; (d) Cable cuts; (e) Construction of additional facilities which are required in order to connect the Customer's premises to the SmartIPX Network and/or the Local Loop(s); or (f) Changes to any Service Order Form where such changes are initiated at Customer's request; (g) Any matter associated with or caused by Planned Maintenance events on the SmartIPX Network or outside network (which are not otherwise due to the fault or negligence of SmartIPX; (h) Any matter caused by Customer electing not to release the Service for testing or repair and continuing to use the Service on an impaired basis or where the Customer has not released the Service to SmartIPX for maintenance or for the implementation of a Customer Service. (i) Any matter caused by or due to Customer's use of bandwidth in excess of the Committed Bandwidth. (j) Segments of Service involving or provided by Off-net third-party network providers and managed by SmartIPX. (k) Any credits due will only be paid if Customer has paid all invoices in full and up to date under the MSA.

Provision of Service Credits.

10.1 The Customer must provide The 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).

10.2 Service credits under this Service Schedule shall only be paid for Outages with a relevant trouble ticket reference number. These are generated by the SmartIPX's trouble ticketing system.

10.3 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.

10.4 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 the Customer's sole and exclusive remedies for all matters related to the Service Agreements detailed herein.

10.5 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 or the MSA due to Customer's non-payment or other breach(es) will immediately void all accrued, but unused credits.

11. Amendments to the Service Schedule. SmartIPX reserves the right to amend this Service Schedule without prior notice to the customer.