

SERVICE SCHEDULE FOR PRIVATE LINE SERVICES

1. Applicability. This Service Schedule is applicable only to Service Order Form(s) for Private Line Services ("Services") which have been submitted by Partner and accepted by SmartIPX in accordance with the SmartIPX Master Services Agreement ("MSA") for delivery of Services. This Service Schedule only applies to Service that originates and terminates to a location which is on the SmartIPX on-net network and excludes any off-net third party network.

Service Description. SmartIPX's Private Line Service provides Customer SDH, Wavelength, Demuxing and conversion services as Private Line Service using a carrier-grade, high-availability TDM and optical network. The Service is offered as a dedicated, private point to point service by SmartIPX on its network. SmartIPX's Private Line Service supports the following options. SDH: E1, DS3, STM-1, STM-4, STM-16, STM-64 Wavelength: 10Gbps (Ethernet & OTN), 100Gbps (Ethernet & OTN) Demuxing & conversion: SDH demuxing, EoSDH conversion 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" refers to the Service affected by an Outage.

"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.

"Excused Outage" refers to those items set forth in Section 10 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 Service, 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 7 below.

"Protected Service" refers to a Service provisioned with network protection and unprotected access handoff. A Service shall be designated as Protected or Unprotected in the Service Order Form.

"Ready for Service Date" or "RFS Date" refers to the date specified by SmartIPX, as determined in Section 4, when that Service aims to be ready for use by the Customer.

"Unprotected Service" refers to a Service provisioned with no network protection and unprotected access. A Service shall be designated as Protected or Unprotected in the Service Order Form.

"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 the 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.

3.1 Use of ports. SmartIPX shall allocate an SDH/Ethernet/OTN port to the customer for the use of demuxing or conversion service in accordance with the Service description set out in the Service Order Form. SmartIPX reserves the right to reclaim the port if there is no active Service on the port for two (2) months past the Initial Term.

4. Installation Service Level Agreement. SmartIPX's Service are backed by the Standard Lead Times set out in the Services Handbook ("Installation SLA"). SmartIPX warrants that the Service will be provided to Customer on the RFS Date. The RFS Date will be determined by either (i) reference to the Standard Lead Times; or (ii) written notice by SmartIPX during the course of provisioning the Service OrderForm. Standard Lead Times excludes any

additional riser infrastructure with a building required to reach Customer's premises or equipment. For the avoidance of doubt, the Installation SLA 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 SLA 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 the 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	5% of NRC
6-10	10% of NRC
11-20	20% of NRC
21-30	25% of NRC
>30	30% of NRC

These credits are not cumulative (i.e. if Service is 23 days late, Credit will be 25% of NRC)

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

5.1 Service Unavailability Credits. "Service Unavailability" refers to a failure associated with SmartIPX network only that renders the Service unavailable (i.e. a customer circuit is unable to transmit and receive data). 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. Service Unavailability is calculated from the ingress of the SmartIPX Network to the egress of the SmartIPX Network. $Service\ Availability = \frac{((Total\ time\ in\ a\ Month) - (Total\ time\ with\ Service\ Unavailability\ during\ a\ Month))}{(Total\ time\ in\ a\ Month)} * 100\%$ For the purpose of calculation of Service Availability, a Month is taken as 30 days.

Protected Service	
Duration of Service Unavailability*	Service Unavailability Credit
0 minutes - 21.6 minutes (between 100%-99.95%)	No Credit
21.7 minutes - 129.6 minutes (between 99.95% & 99.70% Availability)	5% of MRC
129.7 minutes - 216 minutes (between 99.70% & 99.50% Availability)	10% of MRC
216.1 minutes - 432 minutes (between 99.50% & 99% Availability)	15% of MRC
More than 432 minutes (Less than 99% Availability)	20% of MRC

Unprotected Service

Duration of Service Unavailability*	Service Unavailability Credit
0 minutes - 216 minutes (between 100%-99.5%)	No Credit
217 minutes – 480 minutes (between 99.5% & 98.9% Availability)	2% of MRC
481 minutes – 1080 minutes (between 98.90% & 97.50% Availability)	5% of MRC
1081 minutes – 1440 minutes (between 97.50% & 96.67% Availability)	10% of MRC
More than 1440 minutes (Less than 96.67% Availability)	15% of MRC

6. Mean-Time-To-Repair (“MTTR”) Agreement. MTTR is defined as the monthly average time required to identify, diagnose, and repair problems on the Service.

6.1 If the Service is not meeting agreed SLA as defined within this Service Schedule, it must be reported to the SMC immediately as per the Fault Reporting Process set out in the Services Handbook for resolution.

6.2 Provided that SmartIPX has confirmed that the Service has failed to meet the agreed upon performance criteria defined within this Service, MTTR will be calculated from the time the complaint is reported to the time the Service is returned to Customer to confirm that the Service has been restored. If the Customer chooses to extend the tests beyond the above period or to continue using the service during unavailable time, the period of extended tests or usage by the Customer will not be calculated as MTTR. If during testing action, SmartIPX confirms that the circuit performance is consistent with the performance targets defined within this Service Schedule, then this period shall not be treated as MTTR.

6.3 SmartIPX will issue a credit as shown in the table below if the MTTR falls below specified levels. The MTTR is calculated as an average for a Month. For clarity, if there are three incidents during the Month with a two (2) hour repair for the first incident, a two (2) hour repair for the second incident, a five (5) hour repair for the third incident, the MTTR for the Month will be three (3) hours (total time to repair divided by the number of incidents which is 9 divided by 3).

Mean-Time-to-Repair (MTTR)	
MTTR (per month)	MTTR credit
0 minutes – 6 hours	No credit
> 6 hours – 8 hours	5% of MRC
More than 8 hours	10% of MRC

7. 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
Service affecting	10 working days
Non-Service affecting	24 hours

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 Credit.

9. Chronic Service Outage. In the event Customer experiences Chronic Outages with respect to a Service,

Customer will be entitled to terminate the Affected Service without further obligation by providing SmartIPX with written notice following such Chronic Outage. A Service suffers from "Chronic Outages" if such Service experiences: (a) more than three (3) Outages of more than thirty (30) minutes each, of similar nature and origin and location over any thirty (30) consecutive day period that result in a total period of Service Unavailability of more than a hundred and twenty (120) minutes; and after SmartIPX has had a thirty (30) day right upon notification by Partner to cure such violations and such cure is unsuccessful; (b) a single Outage lasting more than seventy-two (72) hours. For the avoidance of doubt, Outages resulting from Planned Maintenance and Excused Outages are not included under Chronic Service Outage. Such right of termination shall expire if the Customer does not exercise in such right in writing within fifteen (15) days of the last month which gave rise to the Customer's right to terminate hereunder.

10. Exclusions/Excused Outages. Customer will not be entitled to (i) receive any credits pursuant to the Installation, Service Unavailability, Frame Delay (Latency), and MTTR 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 (whether or not owned by Customer), 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 which is 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.

11.1 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).

11.2 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.

11.3 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.

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

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

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