

Service Schedule: IP Transit Services

1. Applicability

This Service Schedule is applicable only to the COF for IP Transit Services, which has been signed by the Customer and Liquid Telecom.

2. Definitions

Except where the context requires otherwise, words, terms and definitions shall have the meaning given to them by the Agreement.

For the purposes of this Schedule, the following expressions shall have the meanings given to them hereunder:

- 2.1. **“Access Network”** means leased fixed links/circuits or otherwise, which are provided, maintained and operated by any entity licensed to provide such leased fixed links/circuits on behalf of the Customer;
- 2.2. **“IP Transit”** is the service of allowing internet traffic from another network to cross the Liquid Telecom Network
- 2.3. **“AS Number”** Autonomous system number is a unique identification number that identify networks on the internet
- 2.4. **“BGP Peering”** Border gateway protocol peering is used when Autonomous Systems networks connect to establish routing
- 2.5. **“After Hours”** is defined as the period from 18h00 to 06h00 on Business Days and on any public holiday officially recognized, and the whole day on Saturdays and Sundays;
- 2.6. **“CSRS”** means ‘Customer Site Requirements Specification’ which is a document that specifies the requirements at a site for Liquid Telecom to deliver the requested Service;
- 2.7. **“CIR”** or **“Committed Information Rate”** means a specified amount of guaranteed average bandwidth on a frame relay network;
- 2.8. **“Customer Site”** means the site owned or leased by the Customer or any other site used to provide the Service;

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- 2.9. **“IP”** means ‘Internet Protocol’, which means the method or protocol by which data is sent from one computer to another over the Internet;
- 2.10. **“Local Loop”** means the ‘last mile’ access link that connects the Customer Site to the nearest Liquid Telecom PoP;
- 2.11. **“Local Loop Access Circuit”** means the physical link or circuit that connects from the demarcation point of the Customer Site to the edge of the Network;
- 2.12. **“Liquid Telecom Backbone Network”** means Supplier operated IP routing infrastructure consisting solely of selected Designated POPs at which the Customer has installed measurement devices;
- 2.13. **“Network”** is as defined in the Agreement and includes the Liquid Telecom Backbone Network and any portion of the Access Network that is provided by Liquid Telecom;
- 2.14. **“Planned Maintenance”** means any preventative, routine or scheduled maintenance which is performed with regard to the Service, the Network, the off-net network or any component thereof, reasonably believed to be necessary in order to prevent or remedy a defect which may affect the Customer’s use of or access to the applicable Service;
- 2.15. **“Service Downtime”** means that period of time for which the Service was unavailable to the Customer;
- 2.16. **“Service Outage”** means an instance when the Customer is unable to route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
- 2.17. **“Standard Billing”** means the IP Transit Service provided by Liquid Telecom whereby the Customer pays a fixed MRC every month regardless of usage;
- 2.18. **“95th Percentile Billing”** means a usage-based billing method for Internet or IP based on a mathematical methodology.
- 2.19. **“Billing Month”** means thirty (30) days multiplied by twenty-four (24) hours or seven hundred and twenty (720) hours.
- 2.20. **“Business Day”** means a day (other than a Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the country of the Supplier
- 2.21. **“Customer Premises Equipment (CPE)”** means equipment provided by the Customer or the Supplier and used in conjunction with the Supplier Network in order to receive the Service.
- 2.22. **“CDD (Committed Delivery Date)”** means the date on which Supplier will deliver the service to the Customer.
- 2.23. **“Designated POP”** means a designated IP Transit backbone network point-of-presence (POP) within the meaning of AS 30844 in a specific region, as listed at https://www.liquidtelecom.net/global_pops , or a designated Supplier MPLS network point-of-presence (POP) used as an access point to reach the closest AS 30844 international network POP, or as otherwise designated by Supplier.

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- 2.24. **"Excluded Event"** has the meaning specified in Section 15 below.
- 2.25. **"Latency and Round-Trip Delay"** means the average time required for round-trip packet transfers between two adjacent Designated POPs on the selected portions of the Supplier Backbone Network during a calendar month, as measured by Supplier. The latest live information is available at https://www.liquidtelecom.net/latency_matrix
- 2.26. **"Monthly Recurring Charge (MRC)"** means the fixed minimum monthly charges for access and/or bandwidth paid by Customer for the Service and excludes taxes and all other fees which might be charged to Customer, such as, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives.
- 2.27. **"Network Outage"** means an unscheduled period in which the Service is interrupted and not usable for sixty (60) or more seconds within a 15-minute period, as measured by Supplier.
- 2.28. **"Network Unavailability"** means the percentage equal to the total number of minutes in a Billing Month during which a Supplier IP Transit Service circuit is not available to exchange data between the Customer and the global Internet due to a Network Outage, divided by the total number of minutes in a Billing Month.
- 2.29. **"Packet Loss"** is measured by taking an aggregate average of sample measurements taken during a calendar month between Designated POPs in a region or between regions as measured by Supplier
- 2.30. **"Planned Outages"** means any impact on service resulting from maintenance actions requested by or attributed to the customer or for scheduled or routine supplier maintenance operations
- 2.31. **"Service Credit"** means a credit to be granted by supplier to customer in accordance with the terms of this service level agreement
- 2.32. **"Supplier"** means the Liquid Telecom affiliate which enters into the MSA with the customer
- 2.33. **"Supplier Backbone Network"** Means supplier owned and operated internet protocol (IP) routing infrastructure consisting solely of selected designated POPs at which supplier has installed measurement devices
- 2.34. **"Trouble Ticket"** means the method specified by supplier to be used by the customer for advising supplier of a perceived SLA non-compliance

3. Service Description

The IP Transit Service is available in the following specifications as selected by the Customer in the relevant COF:

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3.1. IP Transit

- 3.1.1. IP Transit service is delivered where BGP peering is required with an public AS Number
- 3.1.2. High availability Service carrying the highest priority across the Liquid Telecom IP Network
- 3.1.3. Liquid Telecom' peering policy can be found at: https://www.liquidtelecom.net/peering_policy

4. Billing Options

The Customer shall be entitled to select the manner in which the IP Transit service is billed, as differentiated by whether the IP Transit service comprises a fixed MRC billed in advance or a usage-based MRC billed in arrears as per the following billing types:

4.1. Standard Billing; or

4.2. Burst with 95th Percentile Billing.

4.2.1. With 95th Percentile where two readings are taken, one outgoing and one incoming, and the highest value becomes the 5-minute utilization sample for that time interval. One calendar months' worth of 5-minute utilization samples is arranged in ascending order, and the highest 5% are removed. The highest remaining sample is the 95th percentile value and this value is used for billing purposes. If the value is not an integer of megabit per second, that value is rounded up to the highest integer. For example, if the 95th percentile value is 101.3 Mbps the value considered is 102Mbps;

4.2.2. Liquid Telecom allow for busting on IP Transit where a 50% commitment is required of the total bandwidth need. Bandwidth consumed or burst beyond the 50% commitment will be billed on a per Mbps basis

4.3. The Billing method selected shall be stipulated in the relevant COF. In the event that a billing method is not selected in the COF, the billing method shall be deemed to be Standard Billing

5. Undertakings and Acknowledgements

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Liquid Telecom undertakes to use its reasonable endeavours to provide the Customer with the IP Transit service on a twenty-four (24) hour per day basis on each and every day for the continued duration of the Contract Term.

The Customer agrees that the IP Transit Service is rendered "as is" and "as available" and it is used at the Customer's own discretion and risk. Liquid Telecom does not warrant, represent or in any way guarantee, either expressly or by implication the merchantability or fitness for a particular purpose.

6. Terms and Conditions

- 6.1. Liquid Telecom shall provide the IP Transit Service, as indicated in the COF as well as the provisions of the Agreement.
- 6.2. The Customer acknowledges and agrees that:
- 6.3. In order to have access to the IP Transit Service, a Local Loop Access Circuit is required which is not included in the Internet Service. The Customer must ensure that such Local Loop Access circuit is available before subscribing to the Internet Service;
- 6.4. The IP Transit Service is provided subject to the provisions of the Act, relevant 3rd party Local Loop Access Circuit providers' terms and conditions, where applicable, and any other applicable legislation and/or regulation applicable from time to time;
- 6.5. The Customer acknowledges that the quality of the IP Transit Service is dependent upon the quality and capacity available to the Local Loop Access Circuit.
- 6.6. The Customer acknowledges that its use of equipment other than the Liquid Telecom Equipment is at its own risk.
- 6.7. Liquid Telecom and/or its agents shall attend to the installation and/or set-up and/or configuration of the Liquid Telecom Equipment during business hours at the applicable NRC charges.
- 6.8. The Customer shall allow Liquid Telecom or its agents, all reasonable access to its premises for the purposes of the installation and/or set-up and/or configuration of the Liquid Telecom Equipment. A signed confirmation by the Customer (including its employee, representative, carrier, agent or nominee) that the installation and/or set-up and/or configuration, whichever is/are applicable, of the Liquid Telecom Equipment was done shall constitute prima facie proof that it was done according to specification.
- 6.9. Liquid Telecom shall use its reasonable endeavours to comply with the requested delivery and/or installation and/or set-up and/or configuration date/s, whichever is/are applicable, Liquid Telecom, however, shall not be responsible for any consequences of any such delay or be liable for any

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damage/s, cost/s or expense/s whatsoever, which the Customer may incur or suffer if the requested installation and/or set-up and/or configuration date/s is not met.

- 6.10. The Customer must, at its own cost and expense, provide suitable and adequate electrical power supply as may be required for the proper functioning of the IP Transit Service.
- 6.11. The Customer must ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the IP Transit Service, such as adequate ventilation, lighting and wall space.
- 6.12. To the extent that the IP Transit Service provided to the Customer is suspended by Liquid Telecom in accordance with the provisions of this Schedule and/or the Agreement, the Customer acknowledges that it will forfeit its access to and/or use of the IP Transit Service, but the Customer shall still remain liable to pay the relevant MRC during such period of suspension.
- 6.13. The Customer shall be responsible for providing and maintaining, at its own expense, the necessary electronic communication equipment (including any software) located within its own premises. The Customer's electronic communication equipment shall be technically and operationally compatible with the Liquid Telecom Equipment.
- 6.14. The hours of operation of the IP Transit Service shall normally be twenty-four (24) hours a day, seven (7) days a week. Any change to the hours of operation of the IP Transit Service shall be subject to the mutual agreement of the parties.
- 6.15. Liquid Telecom shall use reasonable endeavours to ensure the IP Transit Service objectives specified in clauses 7 and 10 are met but does not guarantee continuous and fault free provision of the IP Transit Service and shall not be responsible for the transmission of the IP Transit Service over any other electronic communications network not operated by Liquid Telecom.
- 6.16. Liquid Telecom may, in its sole discretion, change the coverage of its Network or the capacity of its connections to other international networks.

7. Liquid Telecom Backbone Network Availability & SLA

This Service Level Agreement is applicable only to Order Forms for IP Transit Services which have been submitted by Customer and accepted by Supplier in accordance with the Master Service Agreement for delivery of Services.

Definitions Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Master Service Agreement for delivery of Services. For purposes of this Service Level Agreement, the following terms have the meanings set forth below:

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7.1. Installation Service Level Guarantee. Supplier's IP Transit service are backed by the following installation service level guarantee (Hereafter "Installation Guarantee"):

Number of day(s) after CDD date	Service Credit
1 – 7	15% of MRC
8 – 14	25% of MRC
15 – 30	50% of MRC
Greater than 30	100% of MRC

7.2. Cancellation. In lieu of any Service Credits for Installation Guarantee, if Supplier's installation of a IP Transit Service is delayed by more than thirty (30) days beyond the CDD Date, then Customer may cancel the affected Global Dedicated

7.3. IP Transit Service without penalty upon written notice to Supplier; provided that such written notice is delivered prior to Supplier delivering to Customer the connection notice for the affected Service.

7.4. Exclusions. Customer will not be entitled to (i) receive any credits pursuant to the Installation Guarantee or (ii) exercise its right of termination pursuant to Section 13.1 below, for installation delays which are associated with (in whole or in part) any Excluded Event.

7.5. Supplier Backbone Network Availability. Supplier's target objective is to achieve zero Network Outages for the Designated PoPs in the Supplier Backbone Network. Table 1 below specifies the availability target per category. Table 2.1 to 2.4 set out which PoPs are in which category and the applicable service credit percentages.

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Table 1

Backbone Network Availability	
Category 1	>99.999%
Category 2	>99.99%
Category 3	>99.9%
Category 4	>99.0%

Table 2.1: Category 1

Category 1	
Cumulative Network Outage (in hours)	Service Credit (MRC)
00:00:01 – 00:00:60	No credit
00:00:60 – 00:15:00	5%
00:15:01 – 00:60:00	10%
00:60:01 – 04:00:00	20%
04:00:01 – 08:00:00	30%
08:00:01 – 12:00:00	40%
12:00:01 – 18:00:00	50%
24:00:01 – or greater	100%
London	
Marseilles	

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Table 2.2: Category 2

Category 2	
Cumulative Network Outage (in hours)	Service Credit (MRC)
00:00:01 – 00:05:00	No credit
00:05:01 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 – or greater	100%
Johannesburg	
Cape Town	

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Table 2.3: Category 3

Category 3	
Cumulative Network Outage (in hours)	Service Credit (MRC)
00:00:01 – 00:43:00	No credit
00:43:01 – 02:00:00	5%
02:00:01 – 04:00:00	10%
08:00:01 – 12:00:00	20%
12:00:01 – 16:00:00	30%
16:00:01 – 18:00:00	40%
18:00:01 – 24:00:00	50%
24:00:00 – or greater	100%
Harare, Bulawayo, Masvingo	
Lusaka	
Mombasa	
Nairobi	
Kampala	
Kigali	
Dar Es Salaam	
Gabarone	

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Table 2.4: Category 4

Category 4	
Cumulative Network Outage (in hours)	Service Credit (MRC)
00:00:01 – 07:12:00	No credit
07:12:01 – 14:00:00	5%
14:00:01 – 20:00:00	10%
20:00:01 – 24:00:00	20%
24:00:01 – 30:00:00	30%
30:00:01 – 36:00:00	40%
36:00:01 – 48:00:00	50%
48:00:01 – or greater	100%
Lubumbashi	
Burundi – Nemba	
Ndola / Kitwe	
Maputo	

7.6. Supplier reserves the right to change the list of Designated POPs and sites at any time.

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- 7.7. Network Unavailability is measured by taking an aggregate average of sample availability information collected during a Billing Month between Designated POPs in a region or between regions within the Supplier Backbone Network as measured by Supplier.
- 7.8. Construction of additional facilities which are required in order to connect the Customer's premises to the Supplier Network and/or the Local Loop(s).
- 7.9. Changes to an Order Form where such changes are initiated at Customer's request. For the avoidance of doubt, the Installation Guarantee only applies to the original CDD. If a Customer requests a change to an installation date during the implementation of an Order Form, then the Installation Guarantee shall commence once again only upon Supplier's acceptance of the revised CDD and/or Order Form.

8. Round Trip Delay

Subject to Section 12 below, in the event that Network Outage occurs for reasons other than an Excluded Event, the Customer will be Subject to Section 12 below, in the event that Network Outage occurs for reasons other than an Excluded Event, the Customer will be entitled to a Service Credit for the cumulative Network Outage. The Liquid Telecom's live matrix can be viewed at https://www.liquidtelecom.net/latency_matrix

ROUND TRIP DELAY (ms)	LONDON	MARSEILLES	FUJAIRAH	KAMPALA	NAIROBI	MOMBASA	KIGALI	BURUNDI - NEMBA	DAR-ES-SALAAM	LUBUMBASHI	NDOLA	LUSAKA	HARARE	BULAWAYO	GABORONE	MAPUTO	JOHANNESBURG	CAPE TOWN	MASERU
LONDON		31	120	205	196	188	223	227	214	225	223	215	208	201	210	249	182	161	200
MARSEILLES	31		212	175	165	157	183	187	183	219	217	209	202	197	204	218	176	204	194
FUJAIRAH	120	212		73	63	55	90	104	80	158	155	148	140	126	135	160	107	144	129
KAMPALA	205	175	73		10	17	8	12	33	127	124	117	110	103	112	69	84	114	102
NAIROBI	196	165	63	10		8	13	16	18	111	109	101	94	87	96	53	68	98	86
MOMBASA	188	157	55	17	8		23	27	26	104	102	94	87	80	89	58	61	90	79
KIGALI	223	183	90	8	13	23		4	29	126	124	116	109	102	111	74	83	113	106
BURUNDI - NEMBA	227	187	104	12	16	27	4		33	130	128	120	113	106	115	78	87	117	110
DAR-ES-SALAAM	214	183	80	33	18	26	29	33		105	103	95	88	81	79	80	51	81	69
LUBUMBASHI	225	219	158	127	111	104	126	130	105		14	10	18	24	55	61	43	73	61
NDOLA	223	217	155	124	109	102	124	128	103	14		8	14	22	53	59	41	71	59
LUSAKA	215	209	148	117	101	94	116	120	95	10	8		7	14	45	51	33	63	51
HARARE	208	202	140	110	94	87	109	113	88	18	14	7		10	29	44	26	56	44
BULAWAYO	201	197	126	103	87	80	102	106	81	24	22	14	10		24	32	19	49	37
GABORONE	210	204	135	112	96	89	111	115	79	55	53	45	29	24		47	28	58	46
MAPUTO	249	218	160	69	53	58	74	78	80	61	59	51	44	32	47		29	46	47
JOHANNESBURG	182	176	107	84	68	61	83	87	51	43	41	33	26	19	28	29		30	18
CAPE TOWN	161	204	144	114	98	90	113	117	81	73	71	63	56	49	58	46	30		48
MASERU	200	194	129	102	86	79	106	110	69	61	59	51	44	37	46	47	18	48	

9. Reporting

Liquid Telecom shall endeavour to report monthly (or as otherwise agreed) to the Customer its performance in terms of the service level objectives stated herein.

10. Service Provisioning

- 10.1. The Customer shall be responsible for making available, at no cost to Liquid Telecom, accommodation, power, mast space, ducting and other facilities as more fully set out in the CSRS document for each site, for the Contract Term of the applicable COF, for the purposes of housing Liquid Telecom's transmission equipment required for the provision of the IP Transit Services to the Customer.
- 10.2. The Customer shall be responsible for obtaining all approvals and consents necessary for installation and use of the IP Transit Services.
- 10.3. The Customer shall ensure that the sites at either end of a IP Transit Service for which the request has been made are available, at all reasonable times, for access by Liquid Telecom for purposes of swop out and changes if required.
- 10.4. Within seventy-two (72) hours of completing the installation for the applicable IP Transit Service, Liquid Telecom 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 Telecom regarding the Service.
- 10.5. The Customer shall then conduct acceptance tests on the newly provided IP Transit Service for a period of two (2) Business Days following receipt of the Service Handover Form.
- 10.6. Should the Customer detect a fault on the IP Transit Service during these acceptance tests, then the Customer shall notify Liquid Telecom of such fault in writing.
- 10.7. The Customer may only reject an IP Transit Service on the basis that the agreed technical specifications as set forth in the COF for the IP Transit Service have not been met.
- 10.8. If the Customer notifies Liquid Telecom of its non-acceptance, further tests of the IP Transit service will be conducted and a new Service Handover Form delivered to the Customer
- 10.9. The Service shall be deemed accepted by the Customer if no objection has been raised by the Customer within two (2) Business Days following receipt of the SHF.
- 10.10. The billing cycle for each Service will be from the Service Commencement Date of that IP Transit Service.

11. Fault Reporting

- 11.1. The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

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TELEPHONE NO.	E-MAIL

- 11.2. Should a call logged in accordance with clause 11.1 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to noc@liquidtelecom.com, which is managed during Business Hours.
- 11.3. In addition, the Customer shall be entitled to approach an assigned Liquid Telecom account manager if the feedback or progress on the outage resolution is not satisfactory.

12. Credit Request and Settlement Procedures

- 12.1. In the event of a deficiency with the Service, the Customer must contact the Supplier 's Network Operations Centre (NOC) or Customer Service Centre (CSC). The granting of Service Credits is contingent upon the Customer having opened a Trouble Ticket with the NOC/CSC. For the purpose of calculating Service Credits, the start of the problem occurrence will be considered to begin when the Trouble Ticket is opened with NOC/CSC. If the Customer does not initiate a Trouble Ticket with Supplier, Supplier will not be obligated to issue, and the Customer will not be eligible to receive, Service Credits for the non-compliance. The duration of the service outage period will be determined by the parties, acting reasonably, based upon the parties' internal records and the NOC/CSC Trouble Ticket. All Service Credits will be calculated based on the MRC for the affected port(s) during the relevant Billing Month and applied to the same affected port(s). For greater clarity, Service Credits will be calculated as a percentage of the MRC and the Billing Month for the specific port affected by Service deficiency and shall not be based on the aggregate amount of the monthly billing to Customer for all ports.
- 12.2. If Supplier fails to meet a target objective, as set out herein, in a given calendar month, the Customer shall have the right to request a Service Credit. Any request for Service Credits must be in writing and must be received by the Supplier account manager no later than thirty (30) days after the applicable Service failure. Each valid and approved Service Credit will be applied to an invoice of the Customer within two billing cycles after Supplier's receipt of Customer's request for the Service Credit. Service Credits are exclusive of any applicable taxes charged to Customer or collected by Supplier.

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- 12.3. The Service Credit for multiple target objective failures resulting from a single incident or during one specific time frame shall not be aggregated but shall be limited to the one particular Service Credit that provides the maximum credit to the Customer.
- 12.4. Notwithstanding anything in this Service Level Agreement to the contrary, the total amount of Service Credits credited to a Customer in connection with Network Outages, Latency and Packet Loss in any calendar month shall not exceed 100% of the MRC invoiced to Customer for such month.
- 12.5. Notwithstanding anything in this Service Level Agreement to the contrary, the total amount of Service Credits credited to a Customer in connection with Network Outages, Latency and Packet Loss in any 12-month period shall not exceed 50% of the MRC paid by Customer for such 12-month period.
- 12.6. Supplier's failure to achieve or maintain the above target objectives is not a breach or material default of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and Supplier's sole liability for any such failure or corresponding degradation, interruption or loss of Service.

13. Exclusions

- 13.1. receive any Credits pursuant to the Customer Site unavailability, or
- 13.2. exercise any right of termination for anything which is caused or is associated with, in whole or in part, the exclusions set out below:
 - 13.2.1. Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loop(s);
 - 13.2.2. Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not otherwise due to the fault or negligence of Liquid Telecom;
 - 13.2.3. Anything attributable to circuits comprising a part of the Service that are provided by a third party, including Local Loops and local access facilities procured by the Customer;
 - 13.2.4. Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.

Service Downtime shall not include any unavailability resulting from:

- 13.3. scheduled downtime for Planned Maintenance;
- 13.4. interruptions or delays resulting from any third-party services;
- 13.5. any supplies, power, applications, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;

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- 13.6. 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 Telecom, acting reasonably;
- 13.7. the Customer's applications, equipment, or facilities;
- 13.8. interruptions due to the failure of equipment provided by the Customer or other third party on behalf of the Customer;
- 13.9. acts or omissions of the Customer, its agents, contractors or suppliers, (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or any other Customer-caused outages or disruptions;
- 13.10. suspensions due to non-payment of any amount payable by the Customer to Liquid Telecom under this Schedule;
- 13.11. outages or failures occurring outside of Liquid Telecom's Backbone Network (i.e., at peers);
- 13.12. "Trouble not found", a reported event that cannot be validated or duplicated by Liquid Telecom;
- 13.13. Access Network not provided by Liquid Telecom;
- 13.14. any act or omission of a third-party provider of the Access Network; or
- 13.15. force majeure.

14. Content Regulatory Compliance

- 14.1. 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 Telecom prior to the commissioning of the Service.
- 14.2. 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 Telecom from any costs, damages and/or penalties caused due to any non-compliance with this provision.
- 14.3. The Customer authorizes Liquid Telecom to monitor the Service at Liquid Telecom's Network Operating Centre facilities.

15. Network Management

Liquid Telecom may act to manage network performance during periods where there is high demand which may influence the overall user experience. Please view Acceptable Usage Policy on www.liquidtelecom.com.

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