

IP VPN SERVICE SCHEDULE

1. APPLICABILITY

This Service Schedule is applicable only to the Customer Order Form (COF) for the purchase of IP VPN Services which has been signed by the Customer and Liquid Telecom.

This Service Schedule replaces any prior service schedules or service level agreements between Liquid Telecom and the Customer relating to the subject matter hereof, notwithstanding anything in Liquid Telecom's inquiry, specification, acceptance, order or other documentation or discussion to the contrary.

2. DEFINITIONS

2.1 Terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement;

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

2.2.1 "**Agreement**" means the Master Services Agreement ("MSA") signed by Liquid Telecom and the Customer in respect of the Services, and in the absence of such signed MSA, then the MSA referred to in the COF;

2.2.2 "**Business Day**" means any day other than Saturday, Sunday or a day which is a public holiday in the country where the Service is provided;

2.2.3 "**Business Hours**" means any hour from 8am to 5pm on a Business Day;

2.2.4 "**Class of Service**" or "**CoS**" means the priority of the IP packets that Liquid Telecom configures on its core network from PE to PE, or from CPE to CPE that can be set as part of the IP VPN Service Class of Service package ordered by the Customer as set out in the COF or Customer specific solution document;

2.2.5 "**Contract Term**" means the duration period of the Agreement for the Service;

2.2.6 "**CSRS**" means Customer Site Requirements Specification, which is a document that specifies the requirements that Liquid Telecom has to deliver in relation to the requested Service at a Site;

2.2.7 "**Customer**" shall have the meaning ascribed thereto in the COF;

2.2.8 "**Customer Order Form**" or "**COF**" (sometimes referred to as service order form, service order or order form) means the form through which the Customer purchases the IP VPN Service setting out the details such as quantities and fees;

2.2.9 "**Customer Premises Equipment**" or "**CPE**" means the equipment, located at the Customer's Site, used to terminate the IP VPN Service, whether supplied by Customer or Liquid;

2.2.10 "**Customer Site**" means the site owned or leased by the Customer or any other site used to provide the Service, which is directly connected to a PoP managed by Liquid Telecom, as set out in the COF;

2.2.11 "**Ethernet**" means interface or technology conforming to The Institute of Electrical and Electronics Engineers Standards Association (IEEE 802.3- 2002, 802.1Q and 802.1D standards), as amended from time-to-time;

2.2.12 "**Gbps**" means gigabits per second;

- 2.2.13 **"Interface"** means physical interface format in which the Customer and/or Liquid Telecom shall deliver the signal to the Network, which in this instance is Ethernet;
- 2.2.14 **"Internet Protocol"** or **"IP"** means the method or protocol by which data is sent from one computer to another over the Internet;
- 2.2.15 **"IP VPN"** means the Virtual Private Network. A network that uses shared infrastructure to provide secure connectivity between Customer Sites;
- 2.2.16 **"IP VPN Port"** means a VPN access point to which the Customer is connected to the Liquid Telecom Network via a provider edge router, and which is the IP VPN Services Access Point for the delivery of unmanaged service to the Customer;
- 2.2.17 **"IP VPN Services"** means the IP VPN Services set out in this Schedule;
- 2.2.18 **"Layer 3"** means the third layer of the seven-layer OSI model of computer networking;
- 2.2.19 **"Local Loop"** or **"Unity"** means 'last mile' access link that connects the Customer Site to the nearest Liquid Telecom core PoP;
- 2.2.20 **"Mbps"** means megabits per second;
- 2.2.21 **"Monthly Recurring Charge"** or **"MRC"** shall mean the monthly recurring charges for the Service as set out in the Customer Order Form or COF;
- 2.2.22 **"Network"** means Liquid Telecom's telecommunications network;
- 2.2.23 **"Non-Recurring Charge"** or **"NRC"** shall mean the one-time non-recurring charges to be made by Liquid Telecom for installing, commissioning and provisioning of the Service as set out in the Customer Order Form or COF;
- 2.2.24 **"OpCo"** means Liquid Telecom Operating Company;
- 2.2.25 **"Packet Delivery"** means the successful delivery of accepted IP packets, , between Liquid Telecom Network PE's;
- 2.2.26 **"Packet Loss"** means the percentage of packets lost in transit;
- 2.2.27 **"Partner"** means a network service provider contracted by Liquid Telecom to deliver network services outside Liquid Telecom's footprint;
- 2.2.28 **"Planned Maintenance"** means any preventative, routine or scheduled maintenance which is performed with regards to the Service, the Network, the Partner's network or any component thereof, reasonably believed to be necessary in order to increase capacity or to prevent or remedy a defect which may affect the Customer's use of or access to the Services;
- 2.2.29 **"PoP"** in the context of this Service Schedule, means Point of Presence specifically relating to the Liquid Telecom Network;
- 2.2.30 **"QoS"** means the activation of one or more of the following mechanisms: classification or setting of IP precedence bits/markings, the activation of Traffic policing and traffic shaping, queuing mechanisms, congestion control, traffic engineering;
- 2.2.31 **"PE"** or **"Access Provider Edge"** means the logical or physical element representing the point at which Service is available and specific Service Level targets are committed and measured;

- 2.2.32 **“Round Trip Delay”** or **“Latency”** means the average time taken by a packet to traverse from one Service Access Point to another and back to the first one;
- 2.2.33 **“Service Availability”** means the availability of the Service as a percentage in minutes for a Customer Site in a given month;
- 2.2.34 **“Service Credits”** means the credits due to the Customer for unscheduled Service Downtime;
- 2.2.35 **“Service Downtime”** means the amount of time the Service was unavailable;
- 2.2.36 **“Service Handover Form”** or **“SHF”** means the form containing essential information required to configure and use the Service as well as the Service Identity Number (Service ID);
- 2.2.37 **“Service ID”** means the unique Service Identity Number allocated by Liquid Telecom;
- 2.2.38 **“Service Level”** shall have the meaning ascribed thereto in clause 5;
- 2.2.39 **“Service Level Agreement”** or **“SLA”** means this Service Schedule
- 2.2.40 **“Service Outage”** means an instance when the Customer is unable to switch or route traffic to one or more Customer Sites via the Network, which results in Service Downtime;
- 2.2.41 **“Service Period”** means the amount of time the Service was available in a calendar month;
- 2.2.42 **“Third-Party”** means any person or company that provides services on behalf of the Customer;
- 2.2.43 **“Trouble Ticket”** means the official method used by the Customer to advise Liquid Telecom of a potential Service Outage.

3. SERVICE DESCRIPTION

- 3.1 IP VPN Service is a Layer 3 connectivity Service that Liquid Telecom delivers within an OpCo or internationally;
- 3.2 The Service supports any-to-any connectivity for Customer Sites on the same VPN with the ability to prioritise Customer traffic on a per application basis. The solution consists of 3 (three) main solution components:
 - 3.2.1 IP VPN connection (VPN port per customer site);
 - 3.2.2 Local Loop or Unity per Customer Site; and
 - 3.2.3 Liquid Telecom owned CPE or Customer owned CPE.
- 3.3 Liquid Telecom manages and honors the QoS allocation within its core network from PE to PE as a standard, excluding the Local Loop;
- 3.4 Customer can specify their CoS requirements in line with the following guidelines and this will be set out in the COF or Customer specific solution document:
 - 3.4.1 Maximum of 25% allocation for Platinum CoS;
 - 3.4.2 Minimum of 25% allocation for Bronze
 - 3.4.3 The balance will be allocated to Gold and Silver Classes of Service.

4. PROVISIONING PARAMETERS

- 4.1 Liquid Telecom's IP VPN Service provides forwarding guarantees through bandwidth reservation on the Liquid Telecom Network;
- 4.2 Liquid Telecom applies multiple traffic engineering techniques to each CoS in order to assure QoS for the applications;
- 4.3 The management of latency and bandwidth is done by applying the QoS techniques per CoS on the Network, including:
 - 4.3.1 Classification or setting of IP precedence bits/markings;
 - 4.3.2 Traffic policing and traffic shaping;
 - 4.3.3 Queuing mechanisms;
 - 4.3.4 Congestion control; and
 - 4.3.5 Traffic engineering.
- 4.4 Supported Classes of Service:
 - 4.4.1 Platinum ideally positioned for voice and interactive video: strict priority, low latency, guaranteed delivery;
 - 4.4.2 Gold ideally positioned for mission critical data and streaming video: high priority, low latency, guaranteed delivery;
 - 4.4.3 Silver ideally positioned for transactional data: guaranteed delivery; and
 - 4.4.4 Bronze ideally positioned for best effort data: low priority.
- 4.5 Local Loop includes wireline and wireless mediums. Hand off to the Customer shall be on an Ethernet Interface. Supported Interface options:
 - 4.5.1 Fast Ethernet (10/100Mbps);
 - 4.5.2 Gigabit Ethernet (1Gbps);
 - 4.5.3 10 Gigabit Ethernet (10Gbps), subject to feasibility or
 - 4.5.4 100 Gigabit Ethernet (100Gbps), subject to feasibility.

5. SERVICE LEVELS TARGETS AND REMEDIES

- 5.1 Service Availability is measured by the Liquid Telecom network management system and include the Local Loop for on-net and off-net Customer Sites where Liquid Telecom has back-to-back Service Level agreement with its Partners;
- 5.2 A Customer benefits from one of the three levels of Service Availability: Premium, Enhanced or Standard as selected in the COF;

Table 1: Service Availability Levels

Service Availability (%)	Premium	Enhanced	Standard
Service Availability	99.9%	99.5%	99.0%

5.3 The Customer benefits from 1 (one) of 3 (three) levels of Service Availability based on the Local Loop architecture selected per Customer Site;

Table 2: Local Loop Architecture Type for each Service Availability Level

Architecture	Description	Diagram
Standard	Single Local Loop connecting to a single PoP and CPE	
Enhanced	Dual Local Loop connecting to a single or dual PoP and single CPE	
Premium	Dual Local Loop connecting to dual PoPs and dual CPEs	

5.4 Service Availability shall be measured as a percentage of the availability of the Service in minutes for a Customer Site in a given month. Service Credit calculation:

$$\text{Service Availability \%} = \left(\frac{\text{Service Period} - \text{Service Downtime}}{\text{Service Period}} \right) \times 100$$

5.5 Upon Customer request Liquid Telecom shall calculate, on a monthly basis, the amount of time in minutes the Service was unavailable. The duration of such Service Downtime shall be used to determine any Service Credits the Customer shall be entitled to;

Table 3: Service Credit for Premium Service Level

Availability	Credit
99.9%	No credit
98.9%	5%
97.9%	10%
96.9%	15%
95.9%	20%
>95.9%	25%

Table 4: Service Credit for Enhanced Service Level

Availability	Credit
99.5%	No credit
98.5%	5%
97.5%	10%
96.5%	15%
95.5%	20%
>95.5%	25%

Table 5: Service Credit for Standard Service Level

Availability	Credit
99.0%	No credit
98.0%	5%
97.0%	10%
96.0%	15%
95.0%	20%
>95.0%	25%

5.6 Planned works by Liquid Telecom or any underlying incumbent or in-country Partners are excluded from availability/unavailability reporting and statistics, and no penalties or credits will be considered in such events. Where possible Liquid Telecom will endeavor to provide 10 (ten) days' notice for such planned

work, however Liquid Telecom reserves the right to provide shorter notice depending on the notice received from an in-country Partner or underlying incumbent;

5.7 In those instances, where Liquid Telecom fails to meet the committed Service Availability target and a Trouble Ticket was opened with respect to the Service Downtime, the Customer shall be eligible for Service Credits as described in the tables above. The Service Credits shall be given in the form of credit against the MRC reflected on the Customer invoice.

6. SERVICE PERFORMANCE FOR IP VPN SERVICE

6.1 Liquid Telecom offers the following Service Level performance measures:

6.1.1 Round Trip Delay

6.1.1.1 The Round Trip Delay (RTD) is defined as the length of time it takes for a signal packet to be sent plus the length of time it takes for an acknowledgement of that signal packet to be received. Round Trip Delay Targets shall be geo – dependent;

6.1.1.2 Round Trip Delay is measured between PE devices as an aggregated average of sample measurements taken during a calendar month in 5 minute intervals;

6.1.1.3 Round Trip Delay measurements are only available for customer specific solutions and shall be specified in the customer solution design document;

6.1.1.4 Round Trip Delay is measured between Liquid Telecom PE devices and excludes the Local Loop;

6.1.1.5 Average Round Trip Delay between PoPs in milliseconds:

Table 6: Average Round Trip Delay

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	Mauritius
LONDON		31	120	205	196	188	223	227	214	225	223	215	208	201	210	249	182	161	200	230
MARSEILLES	31		212	175	165	157	183	187	183	219	217	209	202	197	204	218	176	204	194	224
FUJAIRAH	120	212		73	63	55	90	104	80	158	155	148	140	126	135	160	107	144	129	155
KAMPALA	205	175	73		10	17	8	12	33	127	124	117	110	103	112	69	84	114	102	132
NAIROBI	196	165	63	10		8	13	16	18	111	109	101	94	87	96	53	68	98	86	116
MOMBASA	188	157	55	17	8		23	27	26	104	102	94	87	80	89	58	61	90	79	109
KIGALI	223	183	90	8	13	23		4	29	126	124	116	109	102	111	74	83	113	106	131
BURUNDI - NEMBA	227	187	104	12	16	27	4		33	130	128	120	113	106	115	78	87	117	110	135
DAR-ES-SALAAM	214	183	80	33	18	26	29	33		105	103	95	88	81	79	80	51	81	69	99
LUBUMBASHI	225	219	158	127	111	104	126	130	105		14	10	18	24	55	61	43	73	61	91
NDOLA	223	217	155	124	109	102	124	128	103	14		8	14	22	53	59	41	71	59	89
LUSAKA	215	209	148	117	101	94	116	120	95	10	8		7	14	45	51	33	63	51	81
HARARE	208	202	140	110	94	87	109	113	88	18	14	7		10	29	44	26	56	44	74
BULAWAYO	201	197	126	103	87	80	102	106	81	24	22	14	10		24	32	19	49	37	67
GABORONE	210	204	135	112	96	89	111	115	79	55	53	45	29	24		47	28	58	46	76
MAPUTO	249	218	160	69	53	58	74	78	80	61	59	51	44	32	47		29	46	47	77
JOHANNESBURG	182	176	107	84	68	61	83	87	51	43	41	33	26	19	28	29		30	18	48
CAPE TOWN	161	204	144	114	98	90	113	117	81	73	71	63	56	49	58	46	30		48	78
MASERU	200	194	129	102	86	79	106	110	69	61	59	51	44	37	46	47	18	48		66
Mauritius	230	224	155	132	116	109	131	135	99	91	89	81	74	67	76	77	48	78	66	

6.1.2 Packet Loss

6.1.2.1 Packet Delivery Ratio is defined as the average ratio of packets within a specified traffic CoS that are successfully delivered to total packets that are sent over the Liquid Telecom Network in a billing month, excluding packets that are not delivered in whole or part to factors unrelated to Liquid Telecom Network;

- 6.1.2.2 Packet Loss measurements are only available for customer specific solutions and shall be specified in the customer solution document;
- 6.1.2.3 Packet Loss is measured between Liquid Telecom PE devices and excludes the Local Loop;
- 6.1.2.4 Average Packet Loss per CoS:

Table 7: Average Packet Loss per CoS

Average Packet Loss %	Platinum	Gold	Silver	Bronze
Average Packet Loss	0.25%	0.5%	1.0%	N/A

6.2 Local Loop

- 6.2.1 Local Loop or Unity means the last mile access from the Customer premises to the nearest Liquid Telecom PoP;
- 6.2.2 To provide network services to Customer Sites outside of Liquid Telecom's footprint, Liquid Telecom leverages its Partners' network presence for Local Loop;
- 6.2.3 Refer to Unity Service Schedule for detailed Local Loop information.

6.3 CPE

- 6.3.1 Where Liquid Telecom deploys CPE at the Customer Site based on the Customer requirements, (and the CPE type may vary per country) it shall provide CPE Maintenance.

6.4 CPE Maintenance

- 6.4.1 Liquid Telecom uses its Partners to provide CPE maintenance for off-net Customer Sites. Therefore, Liquid Telecom is subject to the levels of Partners' CPE uptime maintenance. If the Customer has a specific maintenance requirement, this must be specified in the customer specific solution document.

7. EXCHANGE RATE FLUCTUATIONS

- 7.1 Liquid may vary Charges where Liquid incurs costs for any component or element of the IP VPN Service in a foreign currency, to reflect exchange rate fluctuations used to calculate the relevant Charges. These shall be calculated using the US Dollar spot exchange rate on the date of invoice of the relevant Service;
- 7.2 Liquid Telecom shall be entitled to adjust the MRC in question in the event that the variance, when the exchange rate referred to in 7.1 above is compared against the exchange rate on the morning of the relevant invoice generation date, is greater than 5% (five percent).
- 7.3 Where Liquid prices in US Dollars but the Customer pays in local currency invoices shall be converted into local currency at the US Dollar spot rate applicable on date of payment.

8. EXCLUSIONS

8.1 The Customer shall not be entitled to:

- 8.1.1 receive any Credits pursuant to the Customer Site unavailability, or
- 8.1.2 exercise any right of termination for anything which is caused by or is associated with, in whole or in part, the exclusions set out in clauses 8.1.3 to 8.1.7 below;
- 8.1.3 Construction of additional facilities which are required in order to connect the Customer Site to the Network and/or the Local Loops;
- 8.1.4 Anything which is associated with or caused by Planned Maintenance events or cable cuts on the Network which are not due to the fault or negligence of Liquid Telecom;
- 8.1.5 Anything attributable to circuits comprising a part of the Service that are provided by Liquid Telecom Partners, including Local Loops and local access facilities procured by the Customer;
- 8.1.6 Anything which is due to the Customer's use of bandwidth in excess of the committed bandwidth.
- 8.1.7 Service Downtime shall not include any unavailability resulting from:
 - 8.1.7.1 scheduled downtime for Planned Maintenance;
 - 8.1.7.2 interruptions or delays resulting from any Partner services procured by the Customer;
 - 8.1.7.3 any supplies, power, equipment or local access facilities provided by the Customer or their suppliers, which is required in the provision of the Services;
 - 8.1.7.4 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;
 - 8.1.7.5 the Customer's applications, equipment, or facilities;
 - 8.1.7.6 Interruptions due to the failure of equipment provided by the Customer or other Third-Party on behalf of the Customer;
 - 8.1.7.7 acts or omissions of the Customer, its agents, contractors or vendors (including the provision of inaccurate information knowingly or unknowingly), or user of the Service or Customer-caused outages or disruptions;
 - 8.1.7.8 suspensions due to non-payment of any amount payable by the Customer to Liquid Telecom under the COF, Agreement or this Schedule; or
 - 8.1.7.9 force majeure event, as more fully described in the Agreement.

9. FAULT REPORTING

- 9.1 The Customer shall raise an outage trouble ticket with Liquid Telecom in the event of any Service Outage detected at the Customer Site;
- 9.2 The logging of calls, queries and/or complaints shall be directed to the Enterprise Service Desk using any of the following:

Telephone No.	E-Mail
Invoicing OpCo to add their details	Invoicing OpCo to add their details

9.3 Should a call or e-mail logged in accordance with clause 9.2 not be handled to the reasonable satisfaction of the Customer, the Customer shall be entitled to direct their concerns to **Invoicing OpCo to add their details**, which is managed during Business Hours;

9.4 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;

9.5 Liquid Telecom shall use reasonable endeavors to provide a root cause analysis report regarding the cause of the Service Downtime and the preventive measures put in place in an effort to mitigate a reoccurrence thereof. Liquid Telecom shall use reasonable endeavors to perform the following actions and shall provide the reports (as applicable) detailed in the following table.

FAULT MANAGEMENT AND REPORTING	TIME TARGETS
Assignment of Customer Fault Reporting Trouble Ticket	Trouble Ticket Within 15 minutes of the notification of fault
Root Cause Analysis Report	On Request < Ten (10) business days
Regular problem status update	Dependent on Severity and service levels

10. SERVICE CREDIT REQUEST AND SETTLEMENT PROCEDURES

10.1 To initiate a claim for Service Credits with respect to the parameters defined above, the Customer shall submit a request in writing within thirty (30) days after the end of the month during which the event occurred which gave rise to the claim for Service Credit;

10.2 For purposes of calculating the Service Credit, the problem occurrence will be deemed to have commenced when the trouble ticket is lodged by the Customer with Liquid Telecom. If the Customer does not initiate a trouble ticket with Liquid Telecom, Liquid Telecom shall not be obligated to log a trouble ticket, and the Customer shall not be eligible to receive Service Credits for the non-compliance;

10.3 The duration of the Service Outage will be determined by the Parties, acting reasonably, based upon the Parties' internal records and Liquid Telecom's trouble ticket;

- 10.4 In no event shall the total amount of all Credits issued to the Customer per month exceed the stipulated percentage thresholds, in Section 5 above, of the MRC invoiced to the Customer for the affected Service for that month;
- 10.5 Credits are calculated after the 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 MRC;
- 10.6 Service Credits are processed quarterly and are passed as a credit against the Customer's next invoice. If Liquid Telecom approves the claim, Liquid Telecom shall notify the Customer of the value of Service Credits to which the Customer will be entitled;
- 10.7 Any Service Credits calculated based on one (1) month shall be calculated with regard to a month being deemed to begin at 12:00am. Time on the first day of a calendar month and ending at 11:59pm. Time on the last day of the applicable calendar month in the time zone the service is delivered in;
- 10.8 Liquid Telecom's failure to achieve or maintain the above service objectives set out in this Service Schedule is not a breach of the Agreement, and the award of Service Credits shall be the Customer's sole remedy and Liquid Telecom's sole liability for any such failure or corresponding degradation, interruption or loss of Service.

11. SERVICE PROVISIONING

- 11.1 The Customer shall be responsible for making available, at no cost to Liquid Telecom, accommodation, power, space, including mast space, ducting and other facilities as may be more fully set out in the CSRS document for each Customer 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 Services to the Customer.
- 11.2 The Customer shall be responsible for obtaining all Third-Party approvals and consents necessary for installation and use of the Services; The Customer shall ensure that the Customer Sites at either end of a Service for which the request has been made are accessible at any reasonable time as may be required by Liquid Telecom to fulfil its obligations in terms hereof;
- 11.3 Within seventy-two (72) hours of completing the installation for the applicable 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;
- 11.4 The Customer shall then conduct acceptance tests on the newly provisioned Service for a period of three

(3) Business Days following receipt of the Service Handover Form;

- 11.5 Should the Customer detect a fault on the Service during these acceptance tests, then the Customer shall notify Liquid Telecom's project manager of such fault in writing immediately. Liquid Telecom shall conduct further tests of the Service, and a revised Service Handover Form shall be provided to the Customer;
- 11.7 The Service shall be deemed to have been delivered by Liquid Telecom and accepted by the Customer if no objection has been raised by the Customer within three (3) Business Days following receipt of the SHF;
- 11.8 The Customer accepts responsibility for the Liquid Telecom equipment in their environment and further agrees:
- 11.8.1 not to remove or allow the Liquid Telecom equipment to be removed from the Customer site without Liquid Telecom's consent;
 - 11.8.2 to keep the Liquid Telecom equipment in good condition and complete; not to allow the Liquid Telecom equipment to be encumbered by operation of law or otherwise;
 - 11.8.3 to allow Liquid Telecom to inspect the Liquid Telecom equipment at reasonable times; to accept all risk in the Liquid Telecom equipment, taking reasonable steps to protect the Liquid Telecom equipment from loss and/or damage; and
 - 11.8.4 not to tamper with, modify or alter any existing setting on the equipment at any time without obtaining prior written consent from Liquid Telecom. In the event that there is unauthorised tampering with or modification of the settings to any equipment by the Customer, its agents or contractors Liquid Telecom shall be entitled to charge the Customer for rectifying any resulting problems experienced with the service on an hourly basis at the current charge out rate applied by Liquid Telecom for its engineers;
 - 11.8.5 to return such Liquid Telecom equipment in its possession in working order, fair wear and tear excepted, within 7 (seven) working days of termination of the Service. In the event that the removal of the equipment is either: a) Impossible; b) Customer has delayed the removal of the equipment for no justifiable reason for a period of 30 (thirty) days from date of termination; or c) the equipment is defective and beyond repair; the Customer shall be required to pay Liquid Telecom for a replacement equipment at book value within 10 (ten) Business days of receipt of an invoice for such costs from Liquid Telecom on the termination of the Contract Term of the applicable Services;

11.9 Furthermore, Liquid Telecom excludes liability for all losses or damages of whatsoever nature associated with an obstruction to the Line of Sight. Except where the obstruction is not within the Customer's control, the Customer may cancel a service that has become obstructed on 30 (thirty) days' notice without penalty.

12. CUSTOMER REQUESTED CHANGES AND SCHEDULED MAINTENANCE

12.1 Liquid Telecom shall use reasonable endeavors to perform any agreed change as per agreed specifications required for the Customer Site as per the below specified target timelines. The Customer must raise a change request stating the reason for the change, the type of change (Critical/Normal as defined by the Customer) and the impact on its Customer Sites. The change request shall follow the normal change management process as communicated from Liquid Telecom to the Customer from time to time and the below commitments are applicable only for Class C type changes (as defined in the following table) excluding any impact analysis;

LEVEL OF CHANGE	DESCRIPTION OF CHANGES REQUIRED
Class A	<ul style="list-style-type: none"> • New installation of equipment • New link installation or shifting of circuit to new Customer Site. • Hardware upgrade in existing equipment • Link addition or termination to existing Customer Site.
Class B	<ul style="list-style-type: none"> • Shifting of physical termination point of existing circuit and does not require new equipment or new circuit installation. • Bandwidth soft up-gradation/down-gradation.
Class C	<ul style="list-style-type: none"> • Changes that are not specified in Class A and Class B.

12.2 The Customer hereby understands and agrees that any change requests mentioned above in Class A and Class B are Service affecting in nature. Hence, the Customer understands and agrees that the Service can be unavailable for a minimum period of two (2) hours during the implementation of any such change requests. The time and date of the Service Downtime shall be discussed between the Parties. In any case, the Service Level targets set out in this Service Schedule shall not be applicable during any such change request implementation and as such, Liquid Telecom cannot be held responsible for any damages or losses which may occur during such implementation time;

12.3 Planned Maintenance which falls outside the scheduled maintenance window will be arranged with the Customer at least 3 (three) to 5 (five) days before Planned Maintenance commences;

12.4 At no time shall Planned Maintenance events which may cause a Service Outage be performed simultaneously on two (2) diverse circuit paths that carry the same Customer Service;

- 12.5 Liquid Telecom is not responsible for any breach of rights which may be related to any Customer transmitted or received content that has been carried on the Liquid Telecom Network;
- 12.6 From time to time Liquid Telecom will schedule preventative and/or technology modification maintenance for the Service ("Scheduled Maintenance") which in certain cases may lead to non-availability of the Service. Wherever possible, and not less than 10 (ten) days prior to such scheduled maintenance taking place), the Customer will be given advance notice (in the form of electronic mail to those technical contacts registered with Liquid Telecom in respect of any Scheduled Maintenance;
- 12.7 Scheduled Maintenance may be attributable to, inter alia:
 - 12.7.1 Preventative maintenance;
 - 12.7.2 Systems moves or reconfigurations;
 - 12.7.3 Systems testing and new systems/enhancements;
 - 12.7.4 Alteration, modification, upgrading or updating Liquid Telecom's network infrastructure, any technology, hardware or software and/or;
 - 12.7.5 Implementations of new systems or enhancements.
- 12.8 In additions to Scheduled Maintenance, Liquid Telecom may from time to time be required to conduct emergency maintenance on an urgent basis. Emergency maintenance is maintenance which must take place on Liquid Telecom' Network or hosting infrastructure at a moment's notice, failing which extensive Network outages or similarly disastrous consequences may follow. In these instances, Liquid Telecom will give as much notice as is reasonable via electronic mail to the Customer's registered technical contacts in respect of such maintenance; and shall endeavor to undertake maintenance works in such a manner and at such times so as to least inconvenience the Customer's day-to-day business.

13. CONTENT REGULATORY COMPLIANCE

- 13.1 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;
- 13.2 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;

- 13.3 The Customer authorizes Liquid Telecom to monitor the Service at Liquid Telecom's Network Operating Centre facilities.

14 MARKETING

- 14.1 Customer agrees that Liquid Telecom may use Customer's company name, logo and testimonial, if such testimonial is provided, in Liquid Telecom's promotional material and communications including, but not limited to, proposals, presentations, websites and corporate brochure;
- 14.2 Customer agrees that Liquid Telecom may use Customer as a reference Customer for potential Customers.

15 SERVICE TERMINATIONS – EARLY TERMINATION COSTS

- 15.1 Where the Agreement does not specify any early termination fees, the termination fee of the relevant Service shall be calculated at the termination date and shall be equal to 100% of the MRC for the remainder of the Contract Term.