

**SCHEDULE 2
SERVICE LEVEL AGREEMENT (SLA)**

The following service level agreement (SLA) provisions apply to the following MainOne connectivity services: IP (IP Access, IP Transit and Fast Connect); IPLC; and Leased Line service (the "Service") subscribed to by the Customer under the applicable Service Order Form. Capitalized terms not defined herein shall have the meanings given to them in the Master Service Agreement executed between the Parties (where applicable), the MainOne Standard Business Terms & Conditions, the Service Order Form or, in the absence of such definition, such common meaning ascribed to them when used in information and communication technology.

1.1 Network and Service Availability

(a) **MainOne Commitment:** MainOne guarantees Network and Service Availability per calendar month in accordance with the table below:

Service Configuration	Guaranteed Availability
Network Availability	99.5%

(b) **Definitions and Measurement:**

- "Network Availability" is defined as the aggregate reachability of all end points (that is, Internet access routers) on MainOne's Network.
- "Service Availability" with respect to MainOne's IP Service, is defined as the ability to exchange IP packets with the MainOne Network via the internet access router port(s).
- "MainOne Network" is composed of the submarine fiber optic cable system connecting Portugal, Ghana and Nigeria and terminating at the MainOne PoP.
- "MainOne's PoP" is the MainOne's Point of Presence located at the MainOne Cable Landing Station in Lagos or Ghana, or at any other designated MainOne Meet-Point for the termination of MainOne's Network.
- "Local Access" is defined as any last mile network or other network components connecting the Customer to MainOne Network at the MainOne PoP.
- "Service Unavailability" is defined as periods during which (i) the Network or Service is unavailable. Service Unavailability is calculated from trouble ticket timestamps in accordance with the following formula: Service Unavailability= (Total Time Open - Monitoring Time - Customer Time)
- "Total Time Open" is the period of time from when MainOne opens a trouble ticket upon observing a trouble condition or following the report of a problem by Customer, until the time that the ticket is closed.
- "Monitoring Time" is the length of time a trouble ticket remains open following notification to Customer by MainOne that service has been restored and is operating in accordance with agreed specifications, without any response from customer, up to a maximum of twenty-four (24) hours.
- "Customer Time" is all period (s) during which, following the opening of a trouble ticket, MainOne is unable to take remedial action due to Customer-controlled conditions; such as failure or delay in providing access to Customer facilities, failing to provide responses MainOne's inquiries or failing to take remedial action in relation to the Customer controlled equipment requested by MainOne. Customer Time shall not include any Monitoring Time as defined above.
- For **Scheduled Maintenance** which will result in a service outage, MainOne will give Customer at least five (5) days advance written notice of such outage and the planned duration of the outage. Any periods beyond the advised time for which such an outage continues, will be considered periods of Service Unavailability for the purposes of this Clause.
- For **Emergency Maintenance** which will result in a service outage, MainOne will give Customer as much advance written notice as is reasonably practical including the planned duration of the outage. Any periods beyond the advised time for which such an outage continues, will be considered periods of Service Unavailability for purposes of this Clause.

(c) **Network and Service Availability Credits:**

For the first two-hour period (or part thereof) of Service Unavailability in excess of the parameters above, and for each successive one-hour period (or part thereof), Customer will be entitled to a credit of five percent (5%) of the applicable daily rate based on the MRC for the applicable month for all affected Customer ports. Provided always that the Customer shall only be entitled to the Service Credit where the Customer has met its payment obligation under the Service Order Form and is not in breach of the terms of the Master Service Agreement/Standard Business Terms and Conditions (as applicable). Service Credits are payable only against the Recurring Charge payable for the Service paid by the Customer for applicable monthly or quarterly period.

1.2 Latency (Applicable to MainOne IP Services only)

(a) **MainOne Commitment:** MainOne guarantees an average (in a calendar month) round trip latency between the access routers on the MainOne Network of no more than the latency figures in the table below:

Route	Average Latency
Lagos to London	120 ms
Accra to London	120 ms

(b) **Definition and Measurement:** Latency is measured between the MainOne edge routers on an aggregate basis; the latency commitment does not apply to local access circuits or last mile connectivity. Latency is measured using MainOne's network operations system, which is the sole and conclusive measurement for the purpose of this guarantee.

1.3 General terms and exclusions applying to Service Level Agreement:

- (a) SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any Local Access connectivity services provided to Customer by MainOne.
- (b) SLA credits are calculated after deduction of all discounts and other special pricing arrangements, and are not applied to governmental fees, taxes, surcharges and other similar additional charges.
- (c) If an incident affects the performance of the Service and results in a period of Service Unavailability, entitling the Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- (d) In no event will SLA credits in any calendar month exceed 100% of the total MRCs payable by the Customer for the applicable Service in that month.
- (e) SLA credits must be requested within thirty (30) calendar days of the end of the month in which entitlement to an SLA credit arose. All approved SLA credits for a month will be totaled and applied to Customer's next following invoice for the Service or as promptly thereafter as is practical in the event of a dispute.
- (f) SLAs apply to newly installed Services and to Service reconfigurations requested by the Customer commencing on the next calendar day following (i) the Service Commencement Date, or (ii) completion of the Service reconfiguration, as applicable.

- (g) SLA credits provided for in these terms and conditions are Customer's exclusive remedy with respect to items covered in these terms and conditions.
- (h) SLA coverage is limited to network elements under the control of MainOne. Once Customer Internet traffic leaves MainOne's Network, it is no longer covered by the terms of this SLA.
- (i) No SLA credit shall apply to the failure of the Service to comply with an SLA, or to any period of Service unavailability, caused in whole or in part, by any of the following: (i) a failure of Customer's premises equipment or equipment of a Customer's vendors; (ii) power failure at Customer's premises; (iii) a failure in local access facilities whether provided by MainOne or any third party connecting Customer to MainOne's Network; (iv) Force Majeure events as defined under the Master Service Agreement or Standard Business Terms & Conditions; (v) Any act or omission of the Customer or any third party (including but not limited to Customer's agents, contractors or vendors), including but not limited to (i) failing to provide MainOne adequate access to facilities for testing, (ii) failing to provide access to Customer premises as reasonably required by MainOne (or its agents) to enable MainOne to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by MainOne, or otherwise preventing MainOne from doing so, or (iv) any act or omission which causes MainOne to be unable to meet any of the SLAs; (v) Customer's negligence or willful misconduct, which may include Customer's failure to follow agreed-upon procedures; (vi) Over delivery of traffic to individual ports which attempts to exceed the overall bandwidth available for the applicable port; (vii) Any periods of Scheduled Maintenance and Emergency Maintenance; (viii) Disconnection or suspension of the Service by MainOne pursuant to a right to do so under the Agreement or these terms and conditions.
- (j) MainOne's service Level commitments do not extend to Local Access components of the Service. For the Local Access, MainOne undertakes to provide the Service on a best effort basis.
- (k) Both MainOne and the Customer shall be responsible for providing the appropriate Ethernet termination interface at the MainOne PoP or any other place that the Parties may agree in writing for the delivery of the service on the MainOne Network or through any local access facility whether provided by MainOne or any third party.

2. The following service level agreement (SLA) provisions apply to **MainOne Dark Fibre services only:**

2.1 Performance Criteria:

(a) **Response and Resolution Times:** each level of severity shall have the following response and resolution time parameters associated with it:

Severity	Target Solution Time (TST)	Maximum Work-Around Time (MWT)	Maximum Solution Time (MST)
Critical	4 Hours	18 Hours	32 Hours
Non-Critical	72 Hours	4 Days	9 Days

- The measurement of the response time shall start from the time that MainOne opens a trouble ticket upon observing a trouble condition or following the report of a problem by Customer, until the time that the ticket is closed
- **Target Solution Time (TST):** This is the desired amount of time for a permanent solution to be put into place, which restores full service.
- **Maximum Workaround Time (MWT):** This is the maximum amount of time allowed for a temporary solution to be put in place, which restores service to an acceptable level.
- **Maximum Solution Time (MST):** This is the maximum amount of time allowed to put a permanent solution in place, which restores full service.
- **Critical:** Any failure that causes traffic interruption or permanent failure on one of the infrastructure components and that may cause severe commercial and economic consequences.
- **Non-Critical:** Shall refer to situations that cause a risk for the infrastructure or a security consequence for third parties and that may result in Critical fault.

2.2 Access & Safety Procedures:

- (a) The Customer and or its agents must observe the following guidelines on Infrastructure and Facilities access, security, safety, health and environment. The following are general policies adopted for the security and safety of all Facilities and Infrastructures. MainOne may make reasonable changes and additions to these policies and will give the Customer reasonable prior notice of any changes or additions.
- (b) The Customer shall provide seventy-two (72) hours prior notice to MainOne (through the contact provided by MainOne) prior to accessing the Facilities or MainOne's Infrastructure for a non-emergency purpose. All access for installation/maintenance/repair access by the Customer shall be arranged at least one Business Day in advance. The Customer will designate one or more person(s) whom MainOne may contact at any time in the event of an emergency or otherwise as needed by MainOne. The Customer will provide to MainOne a means of contacting such person(s) at any and all times.
- (c) Upon the Customer's access to MainOne's Facility or Infrastructure, MainOne may (at its discretion) supervise the Customer's work and activities. The Customer shall be required to complete access log book which shall provide details of the activities carried out by the Customer at the MainOne Infrastructure.
- (d) MainOne shall have access to the Customer's equipment and facilities installed at the MainOne Infrastructure and Facilities during an emergency; and as needed to perform those services necessary for the use of MainOne's Facility by all other customers.
- (e) The Customer shall not cause harm to the Facility or MainOne's Infrastructure, or those of third parties.
- (f) The Customer shall not interfere in any way with MainOne's use or operation of MainOne's Infrastructure and Facility or with the use or operation of any third party Facilities;
- (g) The Customer shall be in full compliance with telecommunications industry standards and in accordance with the agreed requirements and specifications.
- (h) The Customer shall, at all times, act in a professional manner. MainOne may remove or prohibit access to any personnel of the Customer or any third party agent of the Customer not in compliance with its rules and regulations.
- (i) The Customer is solely responsible for obtaining any and all necessary building permits or other authorizations required for receiving the Services from MainOne or carrying out any schedule maintenance or repair at MainOne's Infrastructure or Facilities.
- (j) The Customer understands and acknowledges that it, its contractors and sub-contractors have a duty of care towards anyone who might be affected by their operations at the Facilities. The Customer undertakes to comply with all statutory requirement regarding health and safety and to perform its work and operation when availed with access with due care and diligence.