

## IP TRANSIT/DIRECT INTERNET ACCESS SERVICE LEVEL AGREEMENT

In addition to the terms of the Master Services Agreement (the "Agreement") executed by \_\_\_\_\_ and **NGCOM**, the following service levels applies to the NGCOM IP Transit/Access Services (IP transit) subscribed by \_\_\_\_\_ under the applicable Service Order. Capitalized terms not defined herein shall have the meanings given to them in the Agreement, the Order Form or such common meaning ascribed to them when used in information and communication technology.

### 1. Service Level Agreements (SLAs)

#### 1.1 Network and Service Availability

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

<b>Service Configuration</b>	<b>Guaranteed Availability</b>	
Network Availability	99.5%	<216 minutes total Service Unavailability

- (b) **Definitions and Measurement:** "Network Availability" is defined as the aggregate reachability of all end points (that is, Internet access routers) on NGCOM's IP Network. Service Availability is defined as the ability to exchange IP packets with the NGCOM Network via the internet access router port(s). "Service Unavailability" is defined as periods during which (i) the Network or Service is unavailable and periods referred to in sections 1.2 (d) and 1.3 (d) below. 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 NGCOM opens a trouble ticket upon observing a trouble condition or following the report of a problem by \_\_\_\_\_, until the time that the ticket is closed.

"Monitoring Time" is the length of time a trouble ticket remains open following notification to \_\_\_\_\_ by NGCOM that service has been restored and is operating in accordance with agreed specifications, without any response from \_\_\_\_\_ up to a maximum of thirty-six (36) hours.

"\_\_\_\_\_ Time" is all period (s) during which, following the opening of a trouble ticket, NGCOM is unable to take remedial action due to \_\_\_\_\_ controlled conditions; such as failure or delay in providing access to \_\_\_\_\_ facilities, failing to provide responses to NGCOM's inquiries or failing to take remedial action in relation to \_\_\_\_\_ controlled equipment requested by NGCOM. \_\_\_\_\_ Time shall not include any Monitoring Time as defined above.

For Scheduled Maintenance which will result in a service outage, NGCOM will give \_\_\_\_\_ 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 Section 3.

For Scheduled Emergency Maintenance which will result in a service outage, NGCOM will give \_\_\_\_\_ 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 section 3.

- (c) Network and Service Availability Credits: For the first two-hour period or part thereof) of Network or Service Unavailability in excess of the parameters above, and for each successive one-hour period (or part thereof), \_\_\_\_\_ will be entitled to a credit of ten percent (10%) of the applicable daily rate based on the MRC for the applicable month for all affected \_\_\_\_\_ports.

## 1.2 Latency

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

Route	Average Latency
Lagos to London	130 ms
Accra to London	130 ms

- (b) Definition and Measurement: Latency is measured between the NGCOM edge routers on an aggregate basis; the latency commitment does not apply to local access circuits or last mile connectivity. Latency is measured using NGCOM's network operations system and is the sole and conclusive measurement for the purpose of this guarantee.
- (c) Excessive Service Degradation: If, at any time, the service experiences latency greater than (a) three times the applicable threshold above in the case of intra-regional latency metrics or (b) two times the applicable threshold above in the case of inter-regional latency metrics, in either case for a sustained period of two (2) hours or more, the time for which that latency is experienced shall be considered a period of Service Unavailability for the purposes of section 1.1 above entitling \_\_\_\_\_ to the applicable credit provided for in that section in lieu of a credit under Section 1.2.
- (d) Credit: If the actual monthly average round-trip latency of the Service exceeds the parameters above and the Service is unavailable within the meaning of "Excessive Service Degradation" herein, \_\_\_\_\_ will be entitled to a credit of ten percent (10%) of the applicable daily rate based on the MRC for the applicable month for all affected \_\_\_\_\_ports.

## 1.4 General terms and exclusions applying to Service Level Agreement (SLA)

- (a) SLA credits are not applied to usage charges or any third party charges passed through to \_\_\_\_\_ including charges for any local access connectivity services provided to \_\_\_\_\_ by NGCOM.

- (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 \_\_\_\_\_ 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 \_\_\_\_\_ 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 given month will be totaled and applied to \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ exclusive remedy with respect to items covered in these terms and conditions.
- (h) SLA coverage is limited to network elements under the control of NGCOM. Once \_\_\_\_\_ Internet traffic leaves NGCOM'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:
- a failure of \_\_\_\_\_ premises equipment or equipment of a \_\_\_\_\_ vendors;
  - power failure at \_\_\_\_\_ premises;
  - a failure in local access facilities connecting \_\_\_\_\_ to NGCOM's network which are not provided by NGCOM directly, unless otherwise specified;
  - Force Majeure events as defined under the Agreement;
  - Any act or omission of \_\_\_\_\_ or any third party (including but not limited to \_\_\_\_\_ agents, contractors or vendors), including but not limited to (i) failing to provide NGCOM adequate access to facilities for testing, (ii) failing to provide access to \_\_\_\_\_ premises as reasonably required by NGCOM (or its agents) to enable NGCOM to comply with its obligations regarding the Service, (iii) failing to take any remedial action in relation to a Service as recommended by NGCOM, or otherwise preventing NGCOM from doing so, or (iv) any act or omission which causes NGCOM to be unable to meet any of the SLAs;
  - Customer's negligence or willful misconduct, which may include \_\_\_\_\_ failure to follow agreed-upon procedures;
  - Over delivery of traffic to individual IP Transit ports which attempts to exceed the overall bandwidth available for the applicable port;
  - Subject to Section 3.1 above, any scheduled maintenance periods when \_\_\_\_\_ has been informed of such maintenance and emergency maintenance; or
  - Disconnection or suspension of the Service by NGCOM pursuant to a right to do so under the Agreement or these terms and conditions.

## 24/7 Technical Support Numbers and Emails

### NETWORK OPERATION CENTER

S/N	Name	LINE 1	LINE 2	LINE 3	Email
1	Network Operation Center	08096096238	08096096220	+23419515672	<a href="mailto:support@ngcomworld.com">support@ngcomworld.com</a>

### ESCALATION 2

#### KEY SUPPORT PERSONNEL

S/N	Name	Position	Phone Number	Email
1	Felix Sulieman	NOC Team Lead	08096096238	<a href="mailto:f.suliman@ngcomworld.com">f.suliman@ngcomworld.com</a>
2	Abiodun Olaoye	Field Operation Team Lead	08174600867	<a href="mailto:a.olaoye@ngcomworld.com">a.olaoye@ngcomworld.com</a>
3	Afun Tola	Head Engineering	08096096229	<a href="mailto:i.afun@ngcomworld.com">i.afun@ngcomworld.com</a>

Signed on behalf of NGCOM by:

Signature:

Name:

Date:

Signed and Accepted on behalf of \_\_\_\_\_ by:

Signature:

Name:

Date: