

GOIP

Service Level Agreement for Hong Kong DCI Service

GOIP is delighted to include this Service Level Agreement (SLA) as part of GOIP DCI Service (hereinafter "Service" and "Service(s)" shall be construed accordingly). Unless otherwise stated, defined terms used herein shall have the same meanings throughout the Agreement. The purpose of this SLA is to define the measurable performance levels for GOIP DCI service and to specify remedies available to Customer if GOIP fails to achieve those levels. The service credits listed in the table below are Customer's sole and exclusive remedy for any failure of GOIP DCI service. This SLA only applies to the portion of the service operated by GOIP.

1. INTRODUCTION

GOIP provides round-the-clock monitoring, fault reporting and maintenance through GOIP Network Operating Centre (NOC). The NOC is available 24 hours a day, 7 days a week to monitor the service and resolve any Service issues.

2. AVAILABILITY – GOIP DCI SERVICE (excluding local loops and other third party services)

For the purpose of this SLA and subject to the paragraphs below, Unavailability is defined as the duration of time in which any GOIP DCI connection prevents delivery of Customer's traffic. The period of Unavailability starts when GOIP receives Customer notification of the incident and ends when the delivery of Customer's traffic becomes available again as confirmed by GOIP.

Availability per Calendar Month	Cumulative Minutes of Unavailability per Calendar Month	Monthly Recurring Charge (MRC) Credit for Service Unavailability
> 99.99%	< 4 minutes	0%
99.90% - 99.99%	4 minutes to < 44 minutes	5%
99.00% - 99.90%	44 minutes to < 7 hours 12 minutes	8%
98.00% - 99.00%	7 hours to < 14 hours 24 minutes	10%
97.00% - 98.00%	14 hours 24 minutes to < 21 hours 36 minutes	15%
< 97%	>21hours 36 minutes	20%

In any calendar month, the maximum credit to which Customer will be entitled will not exceed twenty (20)% of MRC (or a prorated MRC amount if applicable) for each GOIP DCI connection that experienced the Unavailability. Unless otherwise specified, Customer must request a credit within thirty (30) days of the date of its occurrence by contacting GOIP customer service. Periods of Unavailability must be verified by GOIP. Approved credits will be applied by GOIP to the invoice for the month following the calendar month in which the credit was approved. Notwithstanding anything to the contrary, the SLA will not apply and GOIP will have no liability if the Unavailability: (a) is caused by circumstances beyond GOIP's reasonable control; (b) is caused by Customers' act or omission; or (c) occurs during a scheduled maintenance window.

3. SUPPORT AND MAINTENANCE

3.1 Customer Service and Technical Support

GOIP shall provide Customer with Customer Service (CS) and technical support 24 hours x 7 days. Upon reporting a Fault by Customer, GOIP CS shall act as the single point of contact for any assistance, issue a trouble ticket and arrange for problem investigation and resolution.

3.2 Scheduled Maintenance

To avoid degradation of the level of Service(s), GOIP will conduct regular maintenance (Planned Outage) In accordance with the following:

3.2.1 GOIP will use reasonable efforts to notify Customer at least ten (10) working days prior to any regularly scheduled maintenance that impacts services provided by or the portion of the services provided by GOIP. In case of maintenance initiated by GOIP's suppliers or partners, GOIP shall use reasonable endeavors to provide such advanced notice.

3.2.2 GOIP shall use its reasonable endeavors to arrange the scheduled maintenance during the non-peak hours in the countries where such maintenance is carried out.

4 . Service Level Objective for Maximum Time To Attend ("MTTA")

When on-site support is required due to service outage, GOIP targets a maximum-time-to-attend ("MTTA") of 4 hours if; (a) Customer notifies GOIP of a fault in relation to the DCI service during normal Business Hours of the country where the customer location is situated, and (b) the customer location is situated within a 50-kilometer radius of the nearest GOIP service centre in the same country (both conditions hereinafter referred to as "Normal Service").

The MTTA starts from the time when GOIP dispatches a technician and ends when the technician arrives at the Site. When the Customer requests for on-site support less than four (4) hours prior to the end of business hours in the country, the MTTA calculation will stop at the end of business hours and will resume at the start of business hours on the next business day.

Remedial service outside of Normal Service will be carried out as soon as it is practicably possible, taking into account of the availability of service personnels, the time and date of Customer notification and the country concerned. If GOIP fails to achieve the MTTA Service Level Objective, the Parties will meet to discuss the reasons and to agree on any measures to prevent similar failures from re-occurring at the relevant Location.

Force Majeure and Service Hours. Neither party shall be held liable for any failure or delay in performance due to events beyond its reasonable control, including, but not limited to, unforeseen circumstances.

GOIP will make commercially reasonable efforts to provide services during standard business hours, operating 24/7/365 (local time in the Asia region). For emergency services required outside of these standard hours, GOIP will strive to respond promptly; however, response times may be extended depending on the nature of the emergency.

For on-site services required outside of standard business hours, GOIP will aim to commence work on the following business day, available 24/7/365.

5. Customer Responsibilities

In addition to any obligations set forth within the Order or Agreement, Customer shall: (a) provide and keep current valid contact information that includes phone number(s) and email address(es) for both a primary contact and an operational/technical contact; (b) provide technical configuration details upon request; (c) comply with all technical specifications as provided by GOIP from time to time; and (d) only connect Customers' equipment to GOIP service.