**GOIP AULA LTD**

**Service Level Agreement for**

**FULL CIRCUIT International Ethernet Private Line (IEPL)
POP to POP Service**

# **INTRODUCTION**

GOIP Aula Ltd (hereinafter “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.

1. **PROBLEM RESOLUTION AND COVERAGE**

2.1 GOIP will work with Customer to correct service deficiencies, provided that:

1. Customer informs GOIP of the issue by filing a trouble ticket with GOIP.
2. GOIP can verify that a service deficiency exists and can confirm that the deficiency is caused by resources under GOIP’s direct control or on portions of service provided by a third party that are contracted by GOIP to provide service to the Customer.

2.2 GOIP’s Mean Time to Restore (MTTR) goal is four (4) hours. GOIP will use reasonable commercial efforts to resolve service problems with the Customer within this time frame after the particular incident has been reported to GOIP and a trouble ticket has been filed. GOIP will examine its own data, and will provide applicable diagnostics to Customer as part of the trouble ticket resolution process. The trouble ticket will be closed when the service, as observed by GOIP and the Customer, meets the target objectives as defined in this document.

2.3 SLA Target Objectives and Service Outage Credits only cover circuits that are owned by or under the direct control of GOIP. Any portion of service provided by a third party that is used in conjunction with GOIP to provide service to the Customer is not covered by the

Target Objectives and Service Outage Credits.

2.4 The overall service availability and service outage time are calculated on a calendar monthly basis. The service outage time will be re-set to zero on the first day of each calendar month.

# **CIRCUIT PERFORMANCE AND OUTAGES**

3.1 Target Objective

Circuit Performance: Minimum performance is as follows:

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| **CIRCUIT PERFORMANCE** | **VALUE** |
| Bit Error Rate (BER) | 10-8 |
| Synchronization Loss | 3 |
| Error Free Seconds (EFS) | 99.9% |

Service availability: 99.9%

* 1. Service Outage Credit

A Service Outage Credit is calculated as a percentage (%) (as stated in table below) of the monthly circuit charge applicable to the relevant circuit. The maximum Service Outage Credit which may be granted in a single month shall in no event be greater than Ten percent (10%) of the monthly circuit charge payable that month, which for the avoidance of doubt does not include local loop or other third party charges.

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| --- | --- |
| **SERVICE OUTAGE TIME (Monthly)** | **SERVICE OUTAGE CREDIT** |
| >44 minutes – 4 hours | 2% |
| >4 hours – 8 hours | 3% |
| >8 hours – 12 hours | 5% |
| >12 hours | 10% |

1. **SERVICE OUTAGE CREDIT CONDITIONS**

4.1 The Customer shall be entitled to set off the Service Outage Credit granted during a particular month against the monthly circuit charge payable by it to GOIP for the next following month provided that the Customer has duly paid in full all charges payable to GOIP up to such time.

4.2 In the event of a deficiency with the service, the Customer should contact GOIP. The granting of Service Outage Credit is contingent upon (i) the Customer having filed a trouble ticket with GOIP and (ii) GOIP having verified that the service deficiency is caused by resources under GOIP’s direct control. If the Customer does not notify GOIP within four (4) hours after the problem is detected, the start of the problem occurrence will be considered to begin when the trouble ticket is filed with GOIP for the purpose of Service Outage Credits.

4.3 The duration of the Service Outage period will be determined at the sole discretion of

GOIP based upon GOIP’s internal records and the trouble ticket.

4.4 For the purpose of calculating Service Outage Credits, the following are not service deficiency and the Services will not be deemed to be unavailable if the unavailability or deficiency arises from or is caused wholly or in part by the following:

* + 1. Maintenance: Any impact on service resulting from maintenance actions requested by or attributed to the Customer, or from scheduled or routine GOIP maintenance or network enhancement operations. GOIP will notify the Customer ten (10) days in advance of a scheduled maintenance period. GOIP will endeavour to schedule maintenance at a time agreeable to the Customer.
		2. Third party local or international customer access circuits.
		3. Failure or fault of applications, equipment or facilities located on Customer’s premises, whether or not supplied by GOIP, and failure or fault of the Customer’s applications, equipment or facilities wherever located.
		4. Acts or omissions of the Customer or its agents, subcontractors or employees or any user of the service authorized by the Customer, or any use of the service authorized by the Customer.
		5. Force Majeure or other reasons beyond GOIP’s reasonable control.
		6. Failure of the Customer to give GOIP reasonable support for the purpose of investigating or rectifying any fault.
		7. Major cable fault caused by negligence or default of third parties.
	1. If there are multiple target objective failures resulting from a single incident or during one specific time frame, these multiple failures shall not be aggregated for the purpose of calculating the Service Availability or Service Outage Credit. Instead, only the single failure resulting from such single incident or during that one specific time frame which produces the maximum service outage credit will be taken into account for such purpose.
	2. Any request for Service Outage Credits must be in writing and must be received by GOIP by no later than thirty (30) days after the applicable Service Outage.
	3. Unless otherwise defined in the order or contract applicable to the circuit in question, “Force Majeure” shall for the purpose of this SLA mean events or circumstances that is beyond the reasonable control of the party sought to be held liable for performance (the “Responsible Party”), including, but not limited to, any: (i) delay in obtaining or failure to obtain or renew any permit or governmental authorization required for the performance of the relevant order or contract or this SLA, so long as such delay is not caused by or due to any act or omission of the Responsible Party, (ii) act of God or of the public enemy, (iii) action, or failure to act, of any governmental authority, (iv) war or warlike operations, (v) civil war or commotion, mobilization, military call-up and acts of similar nature, (vi) revolution, rebellion, sabotage, insurrection or riot, (vii) draught, fire, flood, lightning, epidemic or quarantine restriction, (viii) strike or other labor action, (ix) freight embargo, (x) unworkable weather, (xi) trawler or anchor damage, (xii) damage caused by other marine activity such as fishing, marine research or marine development, (xiii) failure or shortage of power supplies or general unavailability of any raw materials or components not caused or contributed to by the Responsible Party’s failure to timely upgrade or order such power or materials, (xiv) act or omission of transporters, (xv) act, or failure to act, of the other party or any of its employees, representatives or agents).

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