



Service Level Agreement

Carrier Services

Version 1.0 (Last Updated: November 2022)

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Service Level Agreement

This SLA shall only apply to an Order Form that expressly incorporates this SLA by reference into that Order Form's terms and is validly executed between **Provider** and **Customer**.

1. Service Level Agreement.

- 1.1 **Provider** will make the Carrier Service available with a **Target Uptime** of 99%.
- 1.2 The **Service Credit** will be calculated as outlined in the table below:

Actual Uptime Percentage	Percentage of monthly Carrier Service fee
98% to Target Uptime	5%
95% to 98%	10%
90% to 95%	15%
under 90%	20%

Maintenance Notice Time: At least 24 hours before the Scheduled Downtime.

- 1.3 **Target Uptime.** **Provider** will use commercially reasonable efforts to make the Carrier Service available for at least the **Target Uptime** as calculated each calendar month.
- 1.4 **Uptime Calculation.** **Provider** shall calculate availability of the Carrier Service as the total number of Available Minutes minus the number of Downtime Minutes, then divided by the total number of Available Minutes, measured in a calendar month. If the **Subscription Period** includes a partial month, the numerator and denominator will only include the days that are part of the **Subscription Period** for that month.
- 1.5 **Scheduling Downtime.** If **Provider** does not notify **Customer** about Scheduled Downtime before the **Maintenance Notification Time**, that period of unavailability will not qualify as Scheduled Downtime and will count as Downtime Minutes. **Provider** may notify **Customer** about Scheduled Downtime by electronic means, including by email, on the Carrier Service, or on **Provider's** website.
- 1.6 **Service Credit.** If Carrier Service availability falls below the **Target Uptime**, **Customer** is eligible to receive a **Service Credit**. **Service Credits** only apply towards future Carrier Service fees owed by **Customer** to **Provider**

- 1.7 **Requesting A Service Credit.** To receive a **Service Credit**, **Customer** must notify **Provider** within 7 days of the end of the month where **Customer** experienced Carrier Service unavailability, otherwise **Service Credit** eligibility will expire for that month. **Customer** must include information about when it was unable to access the Carrier Service and may be required to provide additional details about its attempts to access the Carrier Service. Subject to clause 1.9 (General Limitations), if **Provider** can verify Carrier Service unavailability in its internal monitoring systems and the disruption does not qualify as Excluded Minutes or Scheduled Downtime, **Provider** will calculate and issue the applicable **Service Credit** on **Customer's** account to apply towards a future invoice.
- 1.8 **Service Credit Limitations.** **Service Credits** may not be exchanged for, or converted to, monetary amounts. **Service Credits** do not earn interest. **Service Credits** will not accumulate within a single **Subscription Period** in an amount more than 1 months' worth of Carrier Service fees. However, for **Invoice Periods** shorter than one year, **Service Credits** will not accumulate within an **Invoice Period** in an amount more than 5% of the Carrier Service fees in that **Invoice Period**.
- 1.9 **General Limitations.** The SLA does not apply to any unavailability, suspension or termination of the Carrier Service, or any other performance issues, directly or indirectly:
- (i) caused by factors outside of **Provider's** reasonable control, including any Force Majeure Event or internet access or related problems beyond the demarcation point of the applicable Carrier Service;
 - (ii) that results from any Emergency Maintenance;
 - (iii) that result from any actions or inactions of **Customer** or any third party, including failure to acknowledge a request from the **Provider** or respond to resource health concerns;
 - (iv) excluded from applicability in an Additional Document;
 - (v) that result from **Customer's** equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within **Provider's** direct control); or
 - (vi) arising from **Provider's** suspension or termination of **Customer's** right to use the applicable **Carrier Service** in accordance with this SLA or any Additional Document.

Any of the above occurrences are therefore excluded for the purposes of calculating compliance with the Target Uptime. If availability is impacted by factors other than

those used in **Provider's** monthly uptime percentage calculation as set forth in clause 1.4 (Uptime Calculation), then it may issue a **Service Credit** considering such factors at **Provider's** discretion.

- 1.10 **Termination.** If the Carrier Service does not meet the **Target Uptime** for five (5) out of any six (6) consecutive months and **Customer** notified **Provider** of the failures within 7 days of the end of each impacted month, **Customer** may terminate the affected Order Form by giving one month's written notice to **Provider**. If **Customer** terminates an Order Form under this section, **Provider** will pay to **Customer** a prorated refund of any prepaid fees for the remainder of the **Subscription Period**.
- 1.11 **Exclusive Remedy.** This SLA describes **Customer's** exclusive remedy and **Provider's** entire liability for any failure of the Carrier Service to meet the **Target Uptime**.
- 1.12 **Emergency Maintenance.** **Provider** reserves the right to perform Emergency Maintenance if **Provider** deems it necessary, in its sole discretion, if an event occurs or is likely to occur that **Provider** believes requires or will likely require Emergency Maintenance or which cannot wait for a Scheduled Downtime, due to its impact or potential impact on the Carrier Service including its impact or potential impact on **Customer's** use or access to the Carrier Service. **Provider** shall endeavour to give **Customer** notice prior to performing such Emergency Maintenance or may provide such notice after the fact if unfeasible to do so at the time. . Emergency Maintenance is expressly excluded from calculations for Service Credits and in no event shall **Provider** have any liability to **Customer**, its end users or any third parties for any claims resulting from any Emergency Maintenance.
- 1.13 **Periodic Updates.** **Provider** reserves the right, at its sole discretion, to update and change this SLA at any time without giving any notice to **Customer**. **Customer** agrees that it shall regularly check the terms of this SLA and ensure it complies with all terms and conditions herein. **Customer's** continued use of the Carrier Service shall be deemed as it consenting to all changes made to this SLA. **Customer** must immediately notify **Provider** if it does not consent to such changes. If **Customer** declines its consent or fails to comply with such changes for any reason whatsoever then **Provider** may determine in its sole discretion that **Customer** is in default of this SLA. If **Customer** is in default of this SLA, then this SLA shall cease to apply to the applicable Order Form unless **Provider** expresses in writing that this SLA shall continue to apply to said Order Form.

2. Definitions.

- 2.1 **"Additional Document"** means a document, including any applicable terms or agreements listed on the Website and/or customer portal including but not limited to any sign-in-wrap, browse-wrap, click-accept, click-to-sign, clickwrap or clickthrough agreements, setting out service specific terms and details of agreed Carrier Services that **Customer** is purchasing from **Provider**, and may include (but is not limited to) executed Order Forms and any other supplementary terms or documents which are relevant to the parties relationship under the applicable agreement and not expressly excluded from application in the document itself.
- 2.2 **"Available Minutes"** means the total number of minutes in a calendar month, minus Excluded Minutes and Scheduled Downtime.
- 2.3 **"Carrier Service"** means the product and/or services described in an Order Form.
- 2.4 **"Customer"** means the signatory and/or contracting party for any Order Form, Additional Document, or other document referencing these terms where **Provider** is the other contracting party.
- 2.5 **"Downtime Minutes"** means the total number of minutes in a calendar month when the Carrier Service is not available to **Customer**, as confirmed by **Provider's** internal monitoring systems, minus Excluded Minutes and Scheduled Downtime.
- 2.6 **"Emergency Maintenance"** means maintenance required to mitigate any serious issue which affects (or may affect) the Carrier Service, the Provider or Supplier hardware or any related system including Provider or Supplier software (or any component thereof) and includes any maintenance activities performed to prevent potential failures to infrastructure on which the Carrier Service is connected or to avoid a security breach that could compromise **Customer's** services.
- 2.7 **"Excluded Minutes"** means when the Carrier Service is not available because of:
- (i) a Force Majeure Event;
 - (ii) Emergency Maintenance;
 - (iii) general internet connectivity issues;
 - (iv) equipment or software made available by anyone other than **Provider** and that is not within **Provider's** reasonable control; or
 - (v) **Customer's** use of a Carrier Service in a manner not authorized by the Agreement or any relevant Additional Document.

- 2.8 **“Force Majeure Event”** means an unforeseen event or circumstance which is beyond the reasonable control and without the fault or negligence of the Party affected and which by the exercise of reasonable diligence the party affected was unable to prevent and shall include but not be limited to an act of God, unpredicted natural disaster like a major earthquake, war, pandemic, riot, act of terrorism, public utility or internet cable failure, incidents in the data centre, civil disturbance, requisitioning, change in laws or regulations, governmental or parliamentary restrictions, prohibitions or enactment’s of any kind, import or export regulations, exchange control regulations, breakdown of machinery, under water cable cuts or accident, shipwrecks, non-availability of vessels or transport, drought, fire, flood, lightning, epidemic, quarantine restrictions, severe storm, landslide or other natural event, freight embargo, trawler or anchor damage, damage caused by other marine activity such as fishing, marine research or marine development, or interruptions caused by construction activity of a third party, or act or omission of transporters.
- 2.9 **“Invoice Period”** means the frequency which **Provider** sends invoices, being either monthly or as otherwise specified in any applicable Order Form or Additional Document.
- 2.10 **“Maintenance Notification Time”** means the process of **Provider** informing the **Customer** about Scheduled Downtime pursuant to clause 1.2.
- 2.11 **“OneCode Group”** means the OneCode group of companies, which include (but aren’t limited to) OneCode Limited, OneCode Pte Ltd and any other entities bearing the OneCode name which are related to services provided by the **Provider**.
- 2.12 **“Order Form”** means a document that is signed, including by way of eSignature, or electronically accepted by the parties that incorporates these terms, identifies **Provider** and **Customer**, and may include Key Terms, and incorporate by reference any relevant Additional Document that may include key business details and definitions for this SLA that are not defined in these terms and may include details about the level of access and use granted to the Carrier Service and/or other details about the Carrier Service.
- 2.13 **“Provider”** means the OneCode Group entity providing the relevant service for which this SLA applies.
- 2.14 **“Scheduled Downtime”** means any scheduled downtime for any maintenance of the Carrier Service.
- 2.15 **“Service Credit”** means a dollar credit, calculated as set forth in clause 1 (Service Level Agreement), that **Provider** may credit back to an eligible account.
- 2.16 **“Subscription Period”** means the length **Customer** has access to Carrier Service as documented in an Order Form.

- 2.17 “**Supplier**” means a third-party supplier, who may be a carrier, a carrier service provider, a wholesale supplier, equipment supplier, lessor or another third party who Provider engages to enable it to provide the Carrier Service from time to time.
- 2.18 “**Website**” means <https://oneqode.com>.