

ANNEXURE 1: CONNECTIVITY SERVICE LEVEL AGREEMENT (CSLA)

The following SLA Terms and Conditions apply only to a Minimum Service Period of a billing cycle and only in respect of the provision of services during such period. Availability defined in this SLA may be subject to conditions or qualifications set forth in the agreement with TeleWeb Services. All remedies set out herein shall 1) not be cumulative; and 2) be the CLIENT's sole and exclusive remedy under its Agreement. To activate the SLA for AnyWair Connectivity Service, the CLIENT shall sign below.

1. Service Commitment

AnyWair is committed to providing a reliable, high quality network to support its high-speed Internet & Data Access Services. As part of this commitment, AnyWair is pleased to offer the CLIENT the availability guarantees shown below based on the different service options.

2. Support

AnyWair is available twenty four hours a day, seven days a week, and can be reached on 070-5757-5707, email: 247@anywair.ng

2.1 AnyWair Support Service Level

AnyWair offers a Support Service Level Agreement for the Initial Response Time and for Corrective Action as defined below. The timeframes as specified in the table below shall commence upon receipt of the Incident.

"Critical Failures": Conditions that severely affect the Service and require immediate corrective action, such as loss of service that is comparable to the Total Loss of capacity;

"Non Critical Failures": Conditions or problems that do not significantly impair the function of the system, such as Reduction in any capacity/traffic measurement function;

| Priority of Incident | SLA for Initial Response Time | SLA for Corrective Action |
|----------------------|----------------------------------|------------------------------|
| Critical | 1 Hrs** | 8 Hrs* |
| Non Critical | 4 Hrs** | 48 Hrs* |

- * Business Hours (5d*8h)
- * * Response 24/7

The SLA for Corrective Action shall be deemed to be met if, within the Processing Time **AnyWair** proposes a solution or a workaround action.

3. Availability and Service Quality

3.1 AnyWair Service Availability

AnyWair guarantees network availability based on the subscribed Service Plan Level in the manner shown in the table below.



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| Access Service | Access Service Availability |
|----------------|-----------------------------|
| Radio Service | 98.% |

3.2 Bandwidth Rate

CIR on uplink and downlink will be considered as per contracted service plan of AnyWair & CIR is measured from a PC connected directly to AnyWair's link (Radio/Router).

Service Speed Measurements

The service speed should be tested on a PC connected directly to AnyWair's link (Radio/ Router). The test should be performed as follow after closing ALL background running applications:

- Speed measurements of Multiple download/upload sessions from different websites monitored by NetPerSec or any equivalent application:
- Using http://speedtest.net or http://speedtest.net or http://www.speakeasy.net/speedtest;
- Ping Google.com; Acceptable ping response should be ≤ 150 ms

4. Service Outage Discount Policy

4.1 Service Credit

A CLIENT who experiences network outage more than AnyWair's availability commitment may receive Service credits, calculated monthly as an aggregate of all Service Outage events as defined below, in accordance with the following:

1 percent service discount for every 1 percent of excess service outage; Outage Percentage = 100 x Service Outage (minutes) / 43,200 (minutes per month)

4.2 Service Outage definition

A Service Outage shall mean an incident when the Service provided by AnyWair is:

- a) Unavailable for at least fifteen (15) continuous minutes in duration
- b) Unavailable due to a failure on the underlying AnyWair's network and / or international transmission facilities that are directly procured by AnyWair and which are used to provide connectivity to the CLIENT.

A Service outage will not come into effect when:

- a) Service fails due to acts or events beyond AnyWair's reasonable control but not limited to Acts of God, fire, flood or other catastrophes such as Radio Frequency interference, satellite destruction or malfunction, solar/atmospheric degradation, sun outages, terrestrial backhaul faults, any law, order, regulation, direction, action or request of any governmental entity or agency, or any civil or military authority, national emergency, insurrections, riots, war, strikes, lock-outs, work stoppages or other labour difficulties or acts or omissions of other providers of telecommunications services, cable failures, and civil disturbances. The service may be interrupted in cases of hurricane or typhoon, as the teleport antenna has to be stowed for safety reasons. This kind of outage will also not be regarded as part of the unavailability.
- b) Service fails due to CLIENT equipment, or outages caused by CLIENT negligence or tampering.
- c) The CLIENT fails to provide appropriate power conditions to AnyWair provided or managed equipment on the CLIENT site. The CLIENT is responsible for ensuring that all equipment is protected with surge suppressors, lightning arrestors, grounding facility, uninterruptible power supplies (UPS) with Automatic Voltage Regulators (AVR) and other devices which are required for the supply of uninterrupted and "clean" electrical power.
- d) AnyWair performs routine maintenance operations, which include but not limited to schedule and emergency maintenance activities.



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e) Emergency maintenance activities result in an interruption of service which lasts for five (5) minutes or less. AnyWair will not directly notify the CLIENT in advance for such short duration maintenance. AnyWair will use its best efforts to limit such occurrences. In addition, AnyWair will undertake short-duration, general maintenance during defined maintenance windows. Notwithstanding the above, should the cumulative period for such short-duration maintenance equal or exceed one (1) hour in a calendar month, the cumulative period of such short-duration maintenance will be treated as a Service Outage

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5. Service Credit Claim Process

The granting of Service Outage Credits is contingent upon:

- a) The CLIENT having laid a complain with AnyWair support, within four (4) hours after the Service Outage occurs. The duration of the Service Outage period will be determined after issue has been resolved and status confirmation received from the customer on the above noted trouble ticket.. If the CLIENT does not notify AnyWair within four (4) hours after the Service Outage occurs, the Service Outage will be considered to begin when the complain is opened.
- b) The CLIENT account must be current and in good standing
- c) The CLIENT providing full access to the CLIENT Premises to enable comprehensive troubleshooting by AnyWair personnel or partners.
- d) Claim period is 30 days and can be made by sending an email to 247@anywair.ng

If the request for credit is rejected, AnyWair will specify the basis for rejection. The Service Outage Credit shall only apply on bandwidth charges and excludes hardware rental, professional services, system maintenance, and licensing charges. Service Outage Credits will be applied by AnyWair in the following billing period. In no event shall AnyWair's liability for Service Outage Credits exceed the corresponding service charge for a said period.

The Guarantees and Service Credits provided in this Service Level Agreement and attached Acceptable Use Policy assume compliance by the CLIENT with the terms and conditions of its agreement with

AnyWair, and the failure of the CLIENT to comply with those terms and conditions may invalidate AnyWair's guarantees provided herein.

Agreed and accepted

| TeleWeb Services Ltd | Client |
|----------------------|------------|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |



ESCALATION MATRIX

| 1st Level | Support Centre | 070-5757-5707 | 247@anywair.ng | 1-2 hours |
|-----------|--------------------|---------------|----------------|------------|
| 2nd Level | Support Manager | Empty | Empty | 3-5 hours |
| 3rd Level | Head of Department | Empty | Empty | 5-7 hours |
| 4th Level | MD | 090-1818-0000 | c.m@anywair.ng | 7-12 hours |