



INTERNET SERVICE LEVEL AGREEMENT

251 Hebert Macaulay Way,
Central Business District, Abuja, Nigeria.

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PLEASE NOTE: BY COMPLETING THE SIGNUP PROCESS AND SUBSCRIBING FOR THE SERVICES AND BY ACCESSING AND/OR BY USING THE SERVICE(S) IN ANY WAY, YOU THE USER, WILL BE SIGNIFYING YOUR ACCEPTANCE OF THESE SERVICE LEVEL AGREEMENT, WHICH WILL FORM A BINDING AGREEMENT BETWEEN YOU THE USER AND ASCOMNET WHICH TERMS AND CONDITIONS YOU THE USER IS DEEMED TO HAVE FAMILIARISED YOURSELF WITH AND TO HAVE IRREVOCABLY ACCEPTED.

1. SERVICE AVAILABILITY

2. The dedicated instance of the Service will be available 99.999% of each calendar month. Method of Calculation of Availability is as follows:

$$\frac{\text{(Total Minutes in Calendar Month)} - \text{(Total Minutes of Service Outage)}}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by Example: 30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability

2. Credit

1. In the event of a Service Outage, as determined at the sole discretion of ASCOMNET, ASCOMNET has agreed to compensate the Customer with “Downtime Service Credit” (additional non-charge service days) solely for experiencing the Service Outage at the Service location. If duly approved by ASCOMNET, the Credits will be applied to Customer’s account to offset the next monthly billing cycle. The Credits apply only to the billing cycle for the next month for the affected Service, and not to taxes, surcharges, or other charges and fees, which will be charged to Customer’s invoice and must be paid monthly in full.

2. Customer is ONLY eligible to “Downtime Service Credit” for Outage if the Service Uptime falls below 98.60%.

Cumulative Monthly Outage Duration (98.60% Service Uptime)	Downtime Service Credit
Below 97% availability	2% penalty
Below 94% availability	8% penalty
Below 90% availability	12% penalty
Below 87% availability	15% penalty

The Service Mean-time-to-Repair (MTTR) of 60 mins is mutually exclusive from the monthly outage duration. Each downtime service credit will ONLY begin accounting only after the MTTR has elapsed.

3. Service Outage Description

1. A Service Outage is defined as a total loss of connectivity of the Service to one or more Customer locations.

2. A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by ASCOMNET(c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continues because of Customer’s failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (h) Customer reports a circuit/Service as impaired but declines to release it for testing

and/or repair, or (i) due to a failure of the network access connecting the Service location to ASCOMNET data center or (j) due to soft outage .

3. A Service Outage commences upon Customer reporting a Service Outage by opening a **valid incident ticket** on ASCOMNET's customer portal ("selfcare.ascomnetintl.com/portal/login") and releasing the affected Service for testing and repair. The controlling record, for the purpose of determining the duration of the Service Outage and calculating credits, shall be "**the date and time stamp**" on the trouble reporting ticket as generated by ASCOMNET trouble reporting system. A Service Outage period ends when the Service is operating in accordance with the applicable service level agreement.

4. In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.

5. In the event an ASCOMNET technician is dispatched for a reported event, impairment or other Service disruption and it is subsequently determined that such Service disruption does not constitute a Service Outage, Customer may be subject to a maintenance charge as ASCOMNET sees fit.

6. Soft Outage

Downtime service credit does not apply to soft outages. Internet Service degradation such that Customer is still able to use the Internet Service but data transmission is slow below 40% of the subscribed package. Customers are expected to raise a ticket with an attached screenshot of a recent speed test result for further technical review. Speed tests should be performed ONLY on an isolated network and directly from ASCOMNET provided CPE.

2.0 MEAN TIME TO REPAIR ("MTTR")

The Mean Time To Repair is a performance objective only and outage credits will not apply if the objective is not met.

2.1 MTTR is the time it takes ASCOMNET to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage, as defined herein. The Service Level Objective (SLO) for MTTR for On-Net services is 1hour(60 mins). Off-Net access MTTR is dependent upon ASCOMNET's third-party providers. On-net means local access network owned and operated by ASCOMNET and Off-Net means local access not owned and operated by ASCOMNET. MTTR is a performance objective only and outage credits will not apply if the objective is not met.

3.0 LIMITATIONS ON SERVICE LEVEL GUARANTEES

Each Service Level Guarantee above is subject to the following performance and measurement limitations:

- (a) Customer must contact ASCOMNET Customer Service at ("**+234 901 302 0810**") or mail ("info@ascomnetintl.com") to open a trouble ticket or login to your ASCOMNET self-care portal ("selfcare.ascomnetintl.com/portal/login");
- (b) Measurements for Service Level Guarantees (outage credits, MTTR, or any others) begin at the time a trouble ticket is opened by the customer;
- (c) The total number of days compensated may not exceed 20% credit note for the affected Service;
- (d) SLA measurements will not include Customer-owned Equipment, Customer's Local Area Network (LAN), any scheduled maintenance event, Customer caused Service interruptions (including those resulting from the action or inaction of third parties Customer controls or has the capability to control; interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, and force majeure events defined or described in the Dedicated Internet Services Agreement.

- (e) Only one credit may be issued towards an affected Internet Service circuit for any given period of outage;
- (f) Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that ASCOMNET failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For purpose of the SLA, a “Performance Claim” is a written notice sent to the designated representative of ASCOMNET advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with ASCOMNET with regard to account receivables in order to submit a performance claim.

4.0 Amendments

ASCOMNET reserves the right to amend the SLA from time to time effective upon the posting of revised SLA metrics to the customer.

By proceeding with payment, you confirm acceptance of this SLA.