

SERVICE LEVEL AGREEMENT INTERNET ACCESS

1. PURPOSE

To provide a set of procedures to support the maintenance of the communications infrastructure systems of Customer. The Service Level Agreement (SLA) documents the agreement between Prodatanet, Inc. and Customer. The SLA provides the basis and procedures for Prodatanet, Inc. and Customer to work together to provide quality, efficient and reliable service leading to overall stability, availability and performance.

2. SCOPE

This SLA is applicable at all times except for circumstances that are beyond Prodatanet, Inc's control, but are not limited to acts of civil or military unrest, acts of public enemy, war or threats of war, incidents, fires, explosion, earthquakes, floods, unusually severe weather and epidemics - Force Majeure, which are outside the control of Prodatanet, Inc. The Internet service is guaranteed to reach a maximum port speed subscribed as indicated in the agreement.

3. DURATION & EFFECTIVITY

This Agreement shall be implemented from the date of acceptance of the service and considered effective for the duration service is being provided by Prodatanet Inc. to Customer.

4. ROLES & RESPONSIBILITIES

Prodatanet, Inc

Prodatanet, Inc is responsible for any partial interruption or total failure, malfunction, defect in any of the services contracted for, originating from Prodatanet, Inc. owned facilities or equipment except where outages or interruption are caused by but are not limited to local power failure, power fluctuations or surges and failure of Customer owned equipment or Force Majeure.

- Provide 24 x 7 Customer and Technical Service
- 30 Minutes Telephone response time and update of the status
- Availability of on-call technical support and vehicle for identified strategic sites

Customer

Customer shall immediately notify Prodatanet, Inc. through the Company's Customer Service Center, of all the faults associated with the availment /operation of the Service for proper logging, issuance of trouble ticket number, and repair/restoration procedure.

- Reporting of troubles to Prodatanet, Inc's Network Management Center with telephone numbers 02-488-9002 immediately upon detection
- Availability of appropriate personnel to coordinate with during problem isolation
- Availability of communication facilities to be used for coordination
- Provide regulated 220V AC power source, entrance conduit, entrance cable, and all required in-house wiring in the premises where the Service shall terminate
- Provide proper grounding facilities for all Equipment that may be attached to Prodatanet, Inc facilities

Prodatanet

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- Admittance of Prodatanet, Inc. engineers to Customer premises at any time for purposes of inspection, isolation, maintenance or repair of Prodatanet, Inc. facilities
- Co-own the Service Level Agreement

5. MAINTENANCE

Preventive Maintenance and Inspection of all Prodatanet, Inc. facilities shall be performed by Prodatanet, Inc. to ensure the continuous operation of the link.

Prodatanet, Inc. shall inform Customer when maintenance work has to be conducted requiring temporary suspension of the Service at least 48 hours before the scheduled interruption.

6. PENALTIES FOR SERVICE INTERRUPTIONS/ REBATES

The Managed Internet Service of Prodatanet, Inc. is required to be available seven (7) days a week, 365 days a year except on occasions when Prodatanet, Inc. has to perform regular preventive maintenance or updates.

Non-scheduled Outages

Outage is considered due for rebates after 30 minutes of continuous interruption.

The outage duration will commence upon notification of trouble by Customer to the Prodatanet, Inc. Customer Service help desk and ends upon repair and acknowledgment by Customer that the trouble has been restored and closure of the trouble ticket.

Rebates for Non Conformance

In the event that the maximum allowable outage will be exceeded, Prodatanet, Inc. will be required to provide rebates to Customer, which shall be the number of hours and/or minutes in excess of the allowable hours of outages computed on a monthly basis. No rebates shall be provided to Customer by Prodatanet, Inc. if the outages or interruptions are due to local power failure, power fluctuations or surges, failure of customer-owned equipment or any fortuitous events that doesn't involve Prodatanet, Inc. and Telco Partner's network facilities.

The formula for calculating rebates due to non-conformance for non-scheduled outages (if network availability falls below 99.5%) is:

REBATE will be computed using the formula:

$$\text{REBATE} = \frac{\text{Hrs. Actual Outage (cumulative per month)}}{720 \text{ hrs}} \times \text{MRC}^*$$

*MRC is Monthly Recurring Charges
720 is constant (30 days x 24 hours)

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7. MEASUREMENT / REPORTING

Feedback on the status of the problem shall be given by the Prodatanet, Inc's Customer Service personnel within thirty (30) minutes upon the receipt of the complaint and after every thirty (30) minutes or two (2) hours, whatever is appropriate for prolonged outages.

Upon request, Prodatanet, Inc. will provide written reports on all problems reported from the previous week/month stating the number of outage hours and the reasons of the breakdown and the actions taken to resolve the problem. These reports need to be tied up with the Trouble Ticket Tracking System of Prodatanet, Inc. Such reports will be submitted to Customer three (3) days after the request has been made.

Rebate Reports will be submitted to Prodatanet, Inc. Billing and Collection Department by Prodatanet, Inc's Customer Support personnel on the 3rd day of the succeeding month and will be deducted on the next Billing Statement. This rebate reports will have to be discussed with and agreed with Customer prior to rebate processing.

Note: Rebate cut-off is from the 1st day to the last day of the month.

8. REBATES

Rebates will only be granted if Customer has afforded Prodatanet, Inc. reasonable access to Customer's premises for appropriate repairs, maintenance, testing, and any other work in order to remedy the cause of the Service Outage. Prodatanet, Inc's records and data will be the sole basis for any Service Credit calculations and determinations. Customer will not be entitled to any Rebate(s) for any Service Outage unless a trouble ticket has been opened and a Rebate(s) has been requested within thirty (30) days of the Service Outage.

Customer agrees to make full payment of Service while a Service Outage claim is reviewed or Rebate(s) is/are being determined.

Rebate(s) shall be deducted from the charges payable by Customer and shall be expressly indicated on Customer's invoice.

9. INELIGIBLE REBATE CLAIMS

Customers do not qualify for Rebate(s) if they are:

- Not current with payment of fees for the Services at the time of the report of the claimed Service Outage
- Have not paid their fees when due for the Services three or more times in the previous 12 calendar months
- If Customer fails to notify Prodatanet, Inc. in the manner set forth in Customer Roles & Responsibilities, Customer's rights to a rebate shall be waived
- If upon responding to Customer initiated call, Prodatanet, Inc. determines that the cause of the Service deficiency or outage was a failure, malfunction or inadequacy of Equipment other than Company Equipment at Customer premises, Customer shall compensate Prodatanet, Inc. for actual time and materials expended during the service call

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