

## **CROSS LINK SERVICE LEVEL AGREEMENT**

This CROSS LINK SERVICE LEVEL AGREEMENT ("SLA") sets forth specific terms and conditions together with measurable performance levels ("Service Level(s)") applicable to the Cross Link (defined below) Services we provide to you under a Service Order which has been submitted by you and accepted by Digital Edge in accordance with the Agreement.

1. <u>Definitions</u>. Capitalized terms used herein but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Cross Link or XL is a dense, high-speed metro ethernet connectivity service between any two Digital Edge data centers, or between one of Digital Edge data centers and one of Digital Edge's designated third party data centers, in the same metropolitan area. Cross Link comprises of Cross Link Dual Diverse and/or Cross Link Protected.

Cross Link Dual Diverse or XL Dual Diverse refers to a type of XL that is capable of providing added resiliency to the connection by using together two diverse paths, with two hand-offs from two diverse switches.

Cross Link Protected or XL Protected refers to a type of XL that is capable of providing resiliency to the connection with auto-switching to a second available path during any path failure. It has a single hand-off from a single switch.

Cross Link Services means services provided by us in relation to the XL, namely XL Dual Diverse and/or XL Protected. The Cross Link Services are only made available to Digital Edge colocation customers. 1G, 10G, and 100G ports are currently supported.

"Planned Maintenance Event" means any preventative, routine or scheduled maintenance which is performed by or on our behalf to any portion of the IDC Facilities, including the power supply, HVAC, or any other part, or to the facilities comprising of the Cross Link Services which we or our agents reasonably believe is reasonably necessary to prevent or remedy a defect.

Service Credit refers to a rebate that becomes payable from us to you when there is Unavailability that satisfies all conditions under the Agreement, including this SLA. Amount of the Service Credit will be calculated by multiplying the Monthly Recurring Charges (MRC) applicable to the affected Cross Link Services by the relevant percentage described in Section 4 below.

**Unavailability** refers to a connection failure between the two endpoints of any directly connected XL caused by our passive infrastructure or switching equipment (unless caused by those matters set forth in section 7 below).

- 2. <u>Applicability.</u> This SLA will apply to all Cross Link Services which form part of a Service Order. For the avoidance of doubt, this SLA will not apply to any other Services even if such other Services are set out in the same Service Order.
- 3. <u>Customer Responsibilities</u>. You shall not use the Cross Link Services for any purpose or in any manner which (i) is actually or potentially in conflict with Applicable Law, (ii) may cause actual or potential interference with or damage to the underlying network or any equipment connected thereto or any use, management or maintenance thereof, including that of Digital Edge's other customers and suppliers, or (iii) violates any terms of the Agreement, including applicable Policies. The Cross Link Services will be provided to you on condition that you are in compliance with all the terms of the Agreement, including without limitation, technical and operational requirements and specifications for use of the Cross Link Services. You represent and warrant that you have all regulatory approvals and/or licenses required to use the Cross Link Services.
- 4. <u>Availability and Service Credit.</u> You may claim for Service Credit pursuant to the terms set out in the Agreement including this SLA if we fail to achieve the Service Levels set out below due to Unavailability of the Cross Link Services.

## • For XL Dual Diverse

Monthly Availability	Percentage for Service Credit Calculation
99.9% - 99.99% (4 mins to <44mins downtime)	20%
99% - 99.9% (44mins to <7 hours downtime)	30%
98% - 99% (7 hours to <14.4 hours downtime)	40%
97% - 98% (14.4 hours to <21.6 hours downtime)	50%
<97% (>=21.6 hours downtime)	100%

## For XL Protected

Monthly Availability	Percentage or Service Credit Calculation
99% - 99.9% (44mins to <7 hours downtime)	20%
98% - 99% (7 hours to <14.4 hours downtime)	30%
97% - 98% (14.4 hours to <21.6 hours downtime)	40%
<97% (>=21.6 hours downtime)	100%

- 5. Service Credit Claim Process. To receive a Service Credit hereunder, you must notify our Infrastructure Operations Centre within seventy-two (72) hours of the first occurrence of the incident affecting the Cross Link Services. A Service Level violation will be measured from the time that you notify us of such violation until such time as the Service Level in question is restored to the parameters set forth herein but will not include any testing period required to be performed by you. For the avoidance of doubt, our internal records shall serve as the final source of reference when any discrepancies arise between your and our records in respect of a Service Level violation. Any Service Credit confirmed due by us shall be reflected in your first full invoice following the month in which we verified the reported incident.
- 6. <u>Sole and Exclusive Remedy</u>. The Service Credit(s) shall be your sole remedy for us not meeting the Service Levels described herein. You agree that under no circumstances will any damages accrue to you due to our failure to achieve a Service Level nor will such failure constitute a breach of the Agreement.
- 7. <u>Limitations and Exclusions</u>. The total amount of Service Credits per month shall not exceed your MRC for the affected Cross Link Services. Notwithstanding anything herein to the contrary, Cross Link Services will not be deemed Unavailable and you will not be entitled to receive a Service Credit if our failure to meet a Service Level is attributable to (1) your actions or inaction or those of your Associated Entities (including your decision not to release the Cross Link Services to us for testing or repair during a period of Unavailability electing instead to use the Services on an impaired basis), (2) a Force Majeure Event, or (3) a Planned Maintenance Event.
- 8. <u>Contact Information.</u> Technical issues, emergency fault reporting, and service credit claims:

Infrastructure Operations Centre: support@indonet.co.id

Customer Portal: <a href="https://portal.digitaledgedc.com">https://portal.digitaledgedc.com</a>