

## **Addendum 1**

### **ADDITIONAL TERMS AND CONDITIONS**

This Addendum is part of the IP Transit Solution Service Schedule and describes certain applicable additional terms.

#### **1. UPGRADES NOTIFICATIONS.**

Supplier is not obliged to, but may, from time to time, provide notifications to Customer that upgrades and/or software patches have been made generally available by the vendor(s). The decision of whether to implement and install any such upgrades and/or patches is Customer's final decision. Supplier is not liable for any damage or harm caused by such actions or inaction.

#### **2. SERVICE LIMITATION.**

The Services are not warranted to operate uninterrupted or error free. New security threats are constantly evolving and no product or Service designed to provide protection from such threats will be able to insulate network resources from all security threats and vulnerabilities, and are no guarantee against unsolicited e-mails and undesirable internet content. The Solution is not fault tolerant and is not designed or intended for use in hazardous environments requiring fail-safe operation, including without limitation aircraft navigation, air traffic control systems, weapon systems, life-support systems, nuclear facilities, or any other applications in which product or Service failure could lead to death, personal injury, or property damage. Customer acknowledges that products or Services meant for testing, assessing, scanning or monitoring the security of network resources, including implementation and deployment, may disclose or create problems in the operation of such resources; therefore, Customer and its employees and agents represent and warrant that (i) they are fully authorized by the Customer and the owners of the network resources to enter into this Agreement and each Order Form, and (ii) they and the owners of such network resources understand and accept the risks involved which in some circumstances could include without limitation, down time, loss of connectivity or data, system crashes or performance degradation.

#### **3. THIRD PARTY PRODUCTS.**

Use of third party product(s) supplied as part of Solution is subject to the manufacturer's terms and conditions which will be provided to Customer upon delivery. Supplier will pass any third-party product warranties through to Customer to the extent Supplier is authorized to do so. Customer agrees to indemnify Supplier against any claims made by third parties with respect to Customer's misuse of third party product(s) supplied hereunder.

#### **4. SERVICE SCHEDULE CHANGE.**

Supplier may change, amend or revise the terms and conditions of this Schedule as and when necessary to comply with statutory, legal or regulatory requirements and Customer agrees to abide by such modified terms. Such changes or revisions shall be deemed effective upon posting an updated and duly dated service level agreement to the Customer via email, fax and/or posting on Supplier's website.

**[End of Addendum]**



## **Addendum 2**

### **DEFINITIONS**

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This Addendum is part of the IP Transit Solution Service Schedule and describes defined terms used in that document. In the event of a conflict between any terms in this Addendum and definition in the MSA/General Terms and Conditions governing the Agreement, the definitions in this Addendum shall govern.

**"Billing Month"** means thirty (30) days multiplied by twenty-four (24) hours or seven hundred and twenty (720) hours.

**"Business Day"** shall mean a day (other than a Saturday, Sunday or public holiday) on which commercial banks are generally open for business in the country where the Service is being provisioned.

**"Cable"** means any undersea cable system, or terrestrial cable system, or a combination thereof over which the international circuit is provided by the Supplier or Supplier's third-party service provider.

**"CPE OS Management"** is a Service that enables Customer to upgrade and manage CPE Operating System version in line with periodic OEM releases.

**"CPE services Flex"** means a Customer Premise Equipment with a flexibility of White Boxes and VNFs such as routing, basic firewall, load balancing and switching functionality, subject to subscription & activation of VNFs.

**"CPE services Standard"** means a physical Customer Premise Equipment with a dedicated routing functionality for terminating WAN network services.

**"Full Circuit"** means an international circuit provided by Supplier from one endpoint A to another endpoint Z, which may include Supplier licensed end point(s) and/or Supplier's third party service provider licensed end point(s). Full Circuit is available as Protected or Unprotected.

**"Half Circuit"** means an international circuit in which Supplier is providing only a half circuit from endpoint A to either the theoretical mid-point or border and Customer is responsible to provide the other half to endpoint Z.

**"Monthly Recurring Charge (MRC)"** means the fixed minimum monthly charges for access and/or bandwidth paid by Customer for the Service and excludes taxes and all other fees which might be charged to Customer, such as, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives.

**"NTU(Network Termination Unit)"** means a device used in telecommunications to connect Customer Premises Equipment to a network.

**"Onsite Support Services"** means technical assistance, maintenance, troubleshooting, and related support activities delivered directly at the Customer's physical location. These services are provided by qualified field engineers arranged by Suppliers to address issues, perform repairs, installations, or upgrades, and ensure the continued effective operation of equipment or systems on-site.

**"Operating System Software"** means the system software that manages hardware and software resources, providing a stable and consistent environment for other application software to run. It controls and coordinates the execution of programs, manages files, memory, input/output devices, and facilitates user interaction with the hardware.

**"Planned Outage"** means any impact on Service resulting from maintenance actions requested by or attributed to the Customer or from scheduled or routine Supplier maintenance operations.

**"Protected Circuit"** means an international circuit provisioned with an unprotected access handoff and network protection.

**"Service Credit"** means a credit to be granted by Supplier to Customer in accordance with the terms of this Service Schedule.

**"Site Plan"** means a detailed, scaled drawing or diagram that illustrates the layout, boundaries, and key features of the Site. This includes the positioning of buildings, access points, utilities, equipment locations, and any other relevant physical elements necessary for the accurate delivery of Services.

**"Site Readiness Survey Form"** means a standardized document used to assess and verify that a Site meets all necessary conditions, requirements, and preparations prior to the commencement of service delivery or project activities. This form typically includes checks on infrastructure, safety compliance, access, equipment availability, environmental factors, and any other critical criteria to ensure the Site is fully prepared for effective and safe operations

**"Site"** means the specific geographical location, premises, or property where the Services are to be performed or delivered as stipulated in this Service Schedule. This includes any buildings, structures, equipment, or designated areas within the boundaries of the property at which the Supplier is authorized or required to carry out their obligations.

**"Supplier Backbone Network"** means Supplier owned and operated Internet Protocol (IP) routing infrastructure consisting solely of selected Designated POPs at which Supplier has installed measurement devices.

**"Traffic Mix Service"** means the IP Transit Service provided by Supplier where Customer shall commit to a predefined traffic pattern as more fully described in the Order Form to which this Service Schedule is attached.

**"Trouble Ticket"** means the method specified by Supplier to be used by the Customer for advising Supplier of a perceived non-compliance with the target objectives set out in this Service Schedule.

**"Unprotected Circuit"** means an international circuit provisioned with an unprotected access handoff and no network protection

**"VNFs (Virtual Network Functions)"** means virtualized network applications running on open computing platforms formerly carried out by proprietary, dedicated hardware technology. Common VNFs include virtualized routers.

**"White Box"** means generic server that can host virtual functions. It will be an on-premises physical device that could be a bare metal/white Box. There could be different generic boxes with varying performance matrix such as processing power, memory, throughput etc., catering to different requirements such as number of VNFs, bandwidth and functionality.

[End of Addendum]

