



EDGE PEERING INTERNET EXCHANGE SERVICE LEVEL AGREEMENT

This EDGE PEERING INTERNET EXCHANGE SERVICE LEVEL AGREEMENT ("SLA") sets forth specific terms and conditions together with measurable performance levels ("**Service Level(s)**") applicable to EPIX Services (defined below) 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. Definitions. For purposes of this SLA:

Edge Peering Internet Exchange Services or **EPIX Services** mean services we provide to you by which you will be entitled to access Switching Fabric (defined below) via EPIX Port(s) (defined below). We deploy distributed EPIX Services with multiple types of Switching Fabric. You will be connecting to Switching Fabric we operate in various port speeds (1G/10G/100G, etc.).

EPIX Port(s) means one or more ports designated by Digital Edge through which you will be granted access to Switching Fabric.

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 EPIX 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 EPIX Services by the relevant percentage described in Section 4 below.

Switching Fabric means certain physical switching infrastructure managed by Digital Edge through which users of EPIX Services having access to such EPIX Port including you, other internet service providers (ISPs), content delivery networks (CDNs) and other service providers can exchange internet traffic between their networks (i.e., Autonomous System ("**AS**")).

Unavailability refers to a failure on Switching Fabric which results in a failure to pass traffic through the relevant EPIX Port (or unless caused by those matters set forth in section 7 below).

Other capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement.

2. Applicability. This SLA will apply to all EPIX 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. Your Responsibilities. In respect of the EPIX Services:

(1) You must: (i) provide and promptly update their contact information such as phone number(s) and email addresses for both a primary contact and an operational/technical contact (e.g., that of a network engineer or routing engineer); (ii) complete the Configuration Requirements Document ("**CRD**") before the Service Order is generated; (iii) abide by our Acceptable Use Policy, if applicable; (iv) have and use a registered AS number; (v) register announced routes with a standard routing registry, such as RADB, RIPE, ARIN, LACNIC or APNIC; (vi) only use such IP address(es) and netmask(s) we assign for connections; (vii) only use one globally unique MAC address per VLAN for each EPIX Port; (viii) use Link Aggregation Control Protocol (LACP) in accordance with our guidelines when connecting to a single Switching Fabric with more than one EPIX Port in a Link Aggregation Group (LAG) configuration; (ix) ensure that router traffic contains only ARP, ICMP or unicast IPv4 or IPv6; (x) disable proxy-arp, nd-proxy and router advertisement(s); (xi) explicitly set and constantly maintain duplex and speed settings on interfaces connected to EPIX Ports; and (xii) comply with all technical specifications and Policies that we provide from time to time.

(2) You must not: (i) conduct any activity that may or would interfere with or impair the equipment or connectivity of any of our customers; (ii) take any action with the purpose of circumventing payment to us for use of EPIX Services; (iii) use EPIX Services to pass traffic between their EPIX Ports at different IDC Facilities (ie. all traffic on EPIX Services should be sent directly to or received directly from a separate peering network); (iv) redistribute the IP address assigned to the LAN for EPIX Services block to the public Internet; (v) enable DHCP server/client or any dynamic routing protocols other than BGP or set default/static route to other customers on EPIX Ports; and (vi) sublicense or resell access to any EPIX Port without obtaining our prior written consent which shall be at our sole discretion. For the avoidance of doubt, no EPIX Port will support directly or indirectly any business other than that of yours such that each Customer granted access to Switching Fabric will be the Customer on record with Digital Edge for that EPIX Port.

(3) If your acts or omissions violate any provision set forth herein or in the applicable Service Order, Digital Edge may take any reasonable action to rectify the violation and/or its consequences, including suspending or, upon ~~ten~~ (10) days' prior written notice to you, terminating your use of EPIX Services.

(4) You are solely responsible for obtaining and maintaining your own peering and/or private VLAN agreements with other Digital Edge customers, and we are not responsible in any way for such agreements, including establishing or monitoring your peering and/or private VLAN agreements with other Digital Edge customers. Digital Edge will at all times retain all title to and ownership of EPIX Services and any components thereof. You will indemnify and hold Digital Edge and its Affiliates, owners, officers, directors, employees, and agents harmless from and against any and all liability, loss, damages, costs and expenses (including attorneys' fees and costs) for any claims arising out of or related to your peering and/or private VLAN agreements or other peering relationships.

Commented [JS1]: 10 days is similar to late payment termination notice period in GTC



4. **Availability and Service Credit.** 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 EPIX Services.

Monthly Availability	Percentage for Service Credit Calculation
99% - 99.9% (44mins to <7 hours downtime)	20%
97% - 99% (7 hours to <21.6 hours downtime)	50%
<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 EPIX 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. **Sole and Exclusive Remedy.** 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. **Limitations and Exclusions.** The total amount of Service Credits per month shall not exceed your MRC for the affected EPIX Services. Notwithstanding anything herein to the contrary, EPIX 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 EPIX 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. **Contact Information. Technical issues, emergency fault reporting, and service credit claims:**

- Infrastructure Operations Centre: customer.care@indonet.id