



iWV NETWORK SERVICES TERMS AND CONDITIONS

This document forms an integral part of the “Master Agreement” signed between ICONZ-Webvisions (hereinafter known as iWV) and all reference to “Master Agreement” refers to the same Master Agreement.

iWV provides Network Services in the form of Internet Protocol (IP) address (IPv4 & IPv6) and network connectivity to Internet, point to point network link and other network related services.

Terms of Service

1. Bandwidth and Traffic Measurement

- a. All network bandwidth (data rate) or traffic volume (data transfer) utilization for CUSTOMER is measured by bandwidth management or traffic collection software program. Bandwidth and traffic utilization is either measured at network switch port or bandwidth pool level. Samplings are taken at 5 minute intervals to measure the amount of ingress and egress data transfer and are used to derive data rate. Network bandwidth is measured in megabits per seconds (Mbps) and traffic volume is measured in gigabytes (GB) per month.
- b. Burstable bandwidth utilization is based upon the 95th percentile of all data rates samples recorded for a CUSTOMER in a given month. Data rate samples are sorted in ascending order and the value that falls on the 95th percentile will be the data rate used for bandwidth billing. Traffic volume utilization is based on the total sum of all data transfer recorded for a CUSTOMER in a given month.

2. Charging Models

- a. iWV offers network services to CUSTOMER on the following charging models:
 - i. Shared bandwidth (data rate)
 - ii. Fixed dedicated bandwidth (data rate)
 - iii. Burstable dedicated bandwidth (data rate)
 - iv. Committed traffic (data transfer)
 - v. Metered traffic (data transfer)
- b. For shared bandwidth network service, the average bandwidth utilization for a given month shall not exceed 10% of the maximum bandwidth for consecutive two (2) months. CUSTOMER agrees to upgrade network service to higher tier or switch network service when average utilization exceeds 10% of maximum bandwidth for consecutive two (2) months and advised to do so by iWV. For example, if the average monthly bandwidth utilization for 10Mbps shared bandwidth exceeds 3Mbps, CUSTOMER shall upgrade to 100Mbps shared bandwidth or suitable alternative network service
- c. For fixed dedicated bandwidth network service, iWV will cap the bandwidth as per the rate subscribed by CUSTOMER
- d. For burstable dedicated bandwidth network service, there will be a minimum committed base bandwidth subscription, measured by 95th percentile, with maximum bandwidth capped at CUSTOMER agreed value or network port physical limit. CUSTOMER understands that excess 95th percentile bandwidth utilized above the minimum committed base will be chargeable in accordance to the agreed burstable charging rate

- e. For committed traffic network service, CUSTOMER agrees to pay the fixed monthly fee based on the committed traffic volume even though utilization is below the committed value. CUSTOMER agrees to upgrade to suitable higher committed traffic or switch to alternative network service when the traffic utilization exceeds the subscribed committed traffic for consecutive two (2) months and advised to do so by iWV
- f. For metered traffic network service, CUSTOMER agrees to pay for the network usage metered at the specified rate of the subscribed service
- g. CUSTOMER will be responsible for monitoring their network usage from the online network utilization graphs provided by iWV. For the avoidance of doubt, network usage measurement provided by iWV will be the final determination of network usage
- h. CUSTOMER agrees to pay for its bandwidth or traffic utilization as determined by iWV's measurement in any circumstances including abuse or illegal use which may result in increased usage
- i. In the event of any abuse or illegal activities that had taken place and resulted in increased network utilization and thus higher network service fee, CUSTOMER may formally request for a subsidy of up to 50% (percent) of the incurred cost attributed to such activities. CUSTOMER will be responsible for providing proof of any such activities. The subsidy is subjected to final approval by iWV on completion of any investigation

Network Services SLA

iWV is committed to providing a reliable, high quality Network Service to CUSTOMER, and in so doing aims to provide a network availability of 100% on iWV Network in any given calendar month. iWV Network is the network infrastructure including all telecommunication and networking devices and cabling, operated and maintained by iWV.

Network Outage exists when CUSTOMER is unable to transmit and receive any network data or packet through iWV Network and duration of outage is measured by iWV network monitoring system.

In the event of a network Service Outage that:

1. Exceeds thirty (30) contiguous minutes **AND**
2. Due to a cause within iWV Network;

the Eligible Customer may request SLA credit equivalent to 5% of the monthly fee of Network Service for every thirty (30) contiguous minutes of Network Outage, up to 100% of CUSTOMER's monthly fee for Network Service. Such SLA credit is limited to one (1) per month.

In the case of Network Service is bundled into another service as free bundle, the 100% monthly fee for Network Service shall assume to be at S\$250.

This Network Services SLA does not apply to:

1. Scheduled or Ad-hoc or Emergency Network Maintenance and Upgrades - iWV will exercise commercially reasonable effort to minimize and avoid downtime during maintenance. Scheduled maintenance periods are not eligible for SLA Credits.
2. Malicious Attacks - if a "Denial of Service" or any other form/s of disablement attack against major portions of iWV Network, iWV will do everything in its power to mitigate or stop the attack, but will not guarantee a resolution.