ATTACHMENT B

SERVICE LEVEL AGREEMENT

## 1.	POLICY

This Service Level Agreement ("SLA") details the commitment in terms of service levels, performance objectives and service interfaces to the valued customers (the "Customer") for KS IT services.

Service Levels means collectively Service Level Availability under Section 2.

## 2.	SERVICE LEVEL AVAILABILITY

KS IT committed Network Availability Service Level is based on the time that the Service is unavailable as determined by KS IT, subject to the conditions stated below.

Unavailability means any outage of service connectivity with the exception of network unavailability resulting from the following exclusion events ("Exclusion Events"):
(a)	Scheduled maintenance (subject to Section 3.1);
(b)	Notified maintenance (subject to Section 3.2);
(c)	Acts or omissions of the Customer or its authorized user(s);
(d)	Behaviour, performance or activities of the Customer's owned or controlled equipment, facilities or applications;
(e)	Force majeure events (including, without limitation, acts of God, civil disorder, natural cataclysm) or other occurrences beyond the reasonable control of KS IT.

Service Level
KS IT is committed to achieving the Availability stated below, which is being measured on a monthly basis.

Service Category	Committed Service Availability (in a calendar month)	Max. Total Outage (in a calendar month)
Internet Access - Dedicated [Uncontended] ("excluding Contended IA services like xDSL, FTTx, Wireless/Wimax")	99.7%	(Note 1)
Internet Access [Contended] ("using xDSL, FTTx, Wireless/Wimax")	Best Effort	(Note 2)
Managed Services (Eg: CPE/Switch/Firewall/any other Equipment)	Determined by Scope of Work	(Note 3)
International Private Leased Circuits ("IPLCs") / Domestic Private Leased Circuits ("DPLCs")	Determined by Country/Cable Specific OSS Full Circuit	(Note 4)
IP Transit Services ("IPTs")	Determined by Individual Upstream Provider	(Note 5)

Note:
(1)	For Internet Access – Dedicated service, total outage of 120 minutes for internet access, as an illustrated example, is calculated based on a 30-day calendar month. For calendar months with different number of days, the figure will be adjusted on a pro-rata basis.
(2)	For Internet Access service using xDSL, FTTx, Wireless/Wimax [Contended], it is a best effort type of service, no SLA is available.
(3)	Managed Services include initial installation and configuration of the subscribed equipment, change management limited to once a month, with monitoring and support provided by KS IT. Hardware support will be determined by the subscribed option and indicated in the individually signed sales order form (Eg. either 8x5xNBD, or 24x7x4 or customized according).
(4)	Service Level Availability for International Private Leased Circuits or Domestic Private Leased Circuits, whether it is POP-to-POP or END-to-END, will be determined by country and cable specific One-Stop-Shop (OSS) full circuit.
(5)	Service Level Availability for IP Transit Services will be determined by the different individual upstream provider selected, and presented as an additional separate Service Schedule with Specific Terms in subsequent Annexes.

Measurements

The Network Availability for Dedicated Internet Access or Secured Dedicated Internet Access service is measured by the total available time calculated in percentage over a calendar month. The time of Exclusion Events will not be included for calculation.

The monthly network availability is equal to:

$$\frac{[\text{Total Time} - \text{Total Time of Exclusion Events} - \text{Total Unavailable Time}] \times 100\%}{[\text{Total Time} - \text{Total Time of Exclusion Events}]}$$

3. OUTAGE PRECAUTIONS AND RECOVERY

3.1 Scheduled Maintenance

Scheduled Maintenance shall mean two static (fixed) time slots of two (2) hours each per calendar month during which KS IT would temporarily suspend the network for internal upgrade and improvement for the sake of providing better service in the future. Once becoming a customer of KS IT, the time slots of the Scheduled Maintenance will be provided to the Customer's designated point of contact ("Customer POC") by a method employed by KS IT (via email, phone, or fax).

3.2 Notified Maintenance

Notified Maintenance shall mean any disconnection caused by operations for repairing KS IT's network. The Customer shall be notified at least (forty-eight) 48 hours in advance. Each Notified Maintenance shall not exceed (two) 2 hours in duration. Notice of Notified Maintenance will be provided to Customer POC by a method employed by KS IT (via email, phone, or fax).

3.3 Unavailable Time

The total time of Scheduled and Notified Maintenance in a month should not exceed (four) 4 hours. The total unavailable time arises from Scheduled and Notified Maintenance in a calendar month shall be the higher of :(1) the sum of additional time that is on top of a (two) 2-hour time slot for each of the Scheduled Maintenance and Notified Maintenance carried out in that calendar month, or:(2) the additional time that is on top of (four) 4 hours in total for the Scheduled and Notified Maintenance carried out in that particular month.

3.4 Disaster Contingency

3.4.1 Plan and Procedures

Plan	Procedures
Notification	In the event of "Unavailability" of Service network, KS IT will issue a notification to the Customer with commercially reasonable efforts. The notification will be provided to Customer POC by a method elected by KS IT (via email, phone, or fax).
Service Fault Report	KS IT will send a service fault report to the Customer within (five) 5 working days upon request after service recovery.
On-site Recovery	KS IT will perform on-site support service to the Customer, if it is part of KS IT service commitment.

3.4.2 Service Fault

In case of an unexpected service failure, KS IT will inform Customer POC with commercially reasonable efforts upon an authenticated discovery of a problem.

4. SERVICE MONITORING SYSTEM (WITH OPTIONAL ADD-ON)

4.1 Network Topology and Status

Standard monitoring provided is proactive. However, in order to allow the Customers to assess their network conditions more easily and accurately, an Optional Web-Based Service Management Portal service is available for the Customer to subscribe and use, on a monthly subscription fee model. Via this portal, the Customer can view the status of the subscribed network.

5. PROBLEM REPORTING & TRACKING

5.1 Fault Reporting and Verification

Upon notification by the Customer about service deterioration of KS IT's Service Network connection (e.g. fault report), KS IT will act promptly to restore the service.

When reporting a fault, the Customer should provide the following information for verification of its identity:
(1)   Customer's contact person name and phone number
(2)   Customer's company name and ID Number
(3)   KS IT Service Number (example KSIT-xxxxxxxxxx)

Customer should also provide the following information to KS IT:
(a)   Any previous assigned ticket number
(b)   Description and time of perceived fault

KS IT only accepts fault reporting via email or phone.

5.2 Response Time and Fault Classification Matrix

Phone reporting is deemed as more urgent than email reporting. The response time is different according to the urgency and severity of the fault. KS IT will classify and determine service deterioration of each incident under three (3) levels indicated below:

Level	Fault Classification	Response Time
Level 1	Low (Service still usable but in deteriorated condition)	< 120 minutes
Level 2	Medium (Some intermittent impact to services but still usable)	< 90 minutes
Level 3	High (Outage that renders services un-usable)	< 60 minutes

5.4 Restoration Time and Fault Classification Matrix

The restoration time is different according to the urgency and severity of the fault. KS IT will classify and determine service deterioration of each incident under three (3) levels indicated below:

Level	Fault Classification	Restoration Time
Level 1	Service degradation	< 8 hours *
Level 2	Intermittent	< 6 hours **
Level 3	Hard down	< 4 hours

Important Note: This SLA does not cover faults which have been associated with physical cable breaks, vandalism or force majeure events.
*   Estimated restoration of services which cannot be restored in the times mentioned above will be communicated to customer via the KS IT Helpdesk. Approximate restoration of services affected by this type of fault may be at least 5-10 working days.
**   Intermittent and Service degradation is limited to KS IT networks only.

6. NETWORK OPERATIONS CENTRE SERVICE HOURS

Operation of Hotline Service: 00:00 – 24:00 hours (7 x 24 x 365)
Prime Business Hours: 09:00 – 17:00 hours (Monday to Friday)
Phone: +60 3-5030 5287
Email: noc@ks-itsolutions.com

7. COMPENSATION

KS IT would compensate the Customer in the form of crediting service charge according to the conditions set out in this Section if KS IT fails to meet the commitment of any Service Levels under this SLA. The compensation or remedy available to the Customer under this SLA shall be the sole remedy for any failure of KS IT's failure in meeting any Service Level.

7.1 Compensation and Guarantee Exclusion
KS IT will not extend a credit if failure to meet the commitment is attributable to Sections 2(c), 2(d) and 2(e). No credit is granted for a network outage if no fault report was received from the Customer in that particular calendar month in relation to that particular outage.

7.2 Credit Granting Procedure
To receive the credit for compensation:
(1)   To claim the service level commitment was not achieved, the Customer must fill in and submit the Standard SLA Claim Form to KS IT for compensation within one month after the occurrence of the fault, detailing the fault ticket number(s) and service level(s) being violated.
(2)   KS IT will verify and the final verdict will be solely based on the records of KS IT.
(3)   KS IT will inform the Customer about the claim status in due course.
(4)   If the claim is valid, KS IT will offset the monthly service charge of the affected customer sites by the credit allowance in the next billing cycle. The credit is stipulated in Section 7.3.
(5)   Any decision made by KS IT concerning this SLA or associated credits shall be final, binding and conclusive, and is within KS IT's sole and absolute discretion.

7.3 Credit Allowance on Network Availability Service Level
Should KS IT fail to meet the committed Network Availability Service Level in a given calendar month, the Customer is entitled to the following credit allowance:

Internet Access - Dedicated and Secured Internet Access - Dedicated [Uncontended Services]	
Network Availability in Percentage of Time in a Calendar Month	Credit Allowance of Monthly Service Charge for Affected Customer Sites
97.0% - below 99.0%	1 %
95.0% - below 97.0%	2 %
below 95.0%	3 %
Internet Access and Secured Internet Access (using xDSL, FTTx, Wireless/Wimax) [Contended Services]	
Network Availability in Percentage of Time in a Calendar Month	Credit Allowance of Monthly Service Charge for Affected Customer Sites
below 95.0%	1 %

7.4 Total Credit Allowance
The total credit allowance entitled by the Customer under this SLA in a given calendar month for each customer site shall not exceed (three percentage) 3% of the monthly service charge of that affected

customer sites. In case service period is less than a full calendar month, the compensation will be based on the pro rata monthly service charge.

--------- **End** ---------