

**SCHEDULE 2
SERVICE LEVEL AGREEMENT**

The following service level agreement (SLA) provisions apply to the MDX-i Colocation Service (the "Service") subscribed to by the Customer under the applicable Service Order Form. Capitalized terms not defined herein shall have the meanings given to them in the Master Service Agreement executed between the Parties or the Standard Business Terms & Conditions (where applicable), the Service Order Form, or, in the absence of such definition, such common meaning ascribed to them when used in information and communication technology.

1. Definitions: In this Service Level Agreement:

"**Colocation Facility**" means the MDX-i Tier III Data Centre Facility or such other Data Centre where the Colocation Service is provided as contained in the Service Order Form;

"**Customer Equipment**" means telecommunications equipment owned by the Customer which is acceptable, at the sole discretion of MDX-i, for installation in the Space at the Colocation Facility, subject to its compliance with the relevant criteria set by MDX-i from time to time;

"**MDX-i Rules and Regulations**" means the MDX-i Rules and Regulations as contained in this SLA document;

"**Space**" means the specific location within the Colocation Facility, including, without limitation, racks, cabinets, cages, square meters/square footage, as identified on the Service Order Form;

"**Utility**" shall include both Power and Cooling provided by MDX-i to the Customer under a Service Order Form; and

"**Utility Charge**" shall refer to the payment for the cost of Power utilised by the Customer Equipment and of cooling the Customer Equipment, and shall be subject to a bi-annual utility cost review based on variation in costs to MDX-i of providing the Utility to the Customer.

2. Power: MDX-i shall provide power to the Customer Equipment which shall be metered on a rack-by-rack basis. Any power usage beyond the agreed power allocation to the Customer shall be billed separately. MDX-i provides powers for dual power feeds to every Customer Space. Every Customer Equipment is required to be equipped with dual power supplies connected redundantly to the power source provided at the Colocation Facility. Power availability commitments specified in this Service Level Agreement are dependent on the Customer connecting its Equipment via these dual power inputs.

3. Cooling: MDX-i shall provide a regulated temperature environment at the Colocation Facility.

4. Fire Protection: MDX-i shall provide adequate fire protection facilities at the Colocation Facility for the protection of the Customer Equipment.

5. Building Management System, Monitoring & Customer Support: An Industry Standard Building Management System is deployed across the Colocation Facility to process multiple events simultaneously. MDX-i shall provide 24 x 7 x 365 monitoring and customer support to the Customer in respect of the Service, covering all elements of the Service. MDX-i shall provide customer support inclusive of telephone and email support as well as Remote Hands, and shall maintain an escalation procedure for fault reporting.

6. Security: MDX-i shall provide adequate security 24 x 7 x 365 days basis, at the Colocation Facility for the security of the Customer Equipment. The Colocation Facility is manned by security personnel to augment the physical security features of the Colocation Facility. The Colocation Facility is outfitted with round-the-clock interior and exterior high resolution digital pan-tilt-zoom closed circuit TV surveillance cameras that monitor all secure areas, parking lots, entrances and roofs. Also outfitted are IP camera's for remote monitoring. Entry is restricted to authorised personnel only. Access control is achieved via biometric readers located at major points of entry.

7. Service Credits: MDX-i guarantees Service Availability per calendar month in accordance with the table below:

Service Configuration	Guaranteed Availability
Service Availability	99.982%

MDX-i undertakes to provide the Service to the Customer in accordance with the specific parameters agreed in this Service Level Agreement (SLA). The Service parameters herein agreed including Power, Cooling, Security and Monitoring and Customer Support (all herein collectively referred to as "Service Commitment") shall be used in measuring the Service performance to the Customer ("Service Availability").

Where MDX-i fails to meet any parts or the entire parameters agreed with respect to the Service Commitment, such that the Customer Equipment collocated pursuant to the Service provided herein is functionally affected to such extent that it becomes inoperable by the Customer for the purpose for which it was installed at the Colocation Facility ("Service Unavailability"), then the Customer shall be entitled to certain compensation ("Service Credits") as set out below. Provided always that the Customer shall only be entitled to the Service Credit where the Customer has met its payment obligation under the Service Order Form and is not in breach of the terms of the Service provided to the Customer.

No Service Credit shall apply to the failure of the Service to comply with this SLA or to any period of Service unavailability, caused in whole or in part, by any of the following: (i) failure of Customer's premises equipment or equipment of a Customer's vendors; (ii) Force Majeure events as defined under the Agreement; (iii) Any act or omission of the Customer or any third party (including but not limited to Customer's agents, contractors or vendors) including but not limited to failing to take any remedial action in relation to a Service as recommended by MDX-i, or otherwise preventing MDX-i from doing so; (iv) Customer's negligence or wilful misconduct, which may include Customer's failure to follow agreed-upon procedures; (v) Any scheduled maintenance periods when Customer has been informed of such maintenance and emergency maintenance; or (vi) Disconnection or suspension of the Service by MDX-i pursuant to a right to do so under the Agreement or these terms and conditions.

Service Credits are payable only against the Utility Charge payable for the Service paid by the Customer for the applicable monthly or quarterly period. Service Credits shall be calculated using the prorated value of each day of the monthly period ("Daily Charge"). For the first two-hour period (or part thereof) of Service Unavailability in excess of the parameters above, and for each successive one-hour period (or part thereof), Customer will be entitled to a credit of five percent (5%) of the applicable Daily Charge.

To be eligible for Service Credits, the Customer must notify MDX-i of the Service Unavailability within three (3) working days of such event so that MDX-i can open a trouble ticket regarding said the event. The Customer must provide MDX-i with a written request for a Service Credit due hereunder within thirty (30) days of the applicable event giving rise to the credit. Failure to do so will void the Customer's eligibility for Service Credit. Service Credits will generally be reflected to the Customer one (1) month after MDX-i issues the Service Credit. The Service Credits outlined in this Service Level Agreement are the Customer's sole and exclusive remedies for all matters related to the guaranteed service. All unused Service Credits will expire the later of twelve months after their accrual or upon the expiration or termination of the service with the Customer. Termination of this Service Order Form due to the Customer's non-payment or other breach will immediately void all accrued, but unused credits.

8. Fault Reporting: MDX-i shall provide to the Customer, a 24 hour telephone number and email address for fault reporting. Faults shall be reported in accordance with the escalation plan provided below and the applicable response time shall be as set against the classification of faults:

Table A: Incident Classification

Severity	Impact
1	Faults which render the Service unusable (Urgent) - Full site outage, system or component down, where Customer cannot perform critical business functions
2	Faults which significantly degrade service (High) - Partial site outage, system or component down
3	Minor degradations, non-service affecting issues, or service activation issues(Minor)

Table B: Escalation levels

Level	Name	Title	Telephone	Email
Level 1	GNOC Service Desk	Shift Eng. 24X7	+2348172168196-9	servicedesk@mainone.net
Level 2	Stanley Ejime	DC Facility Manager	+2348090407193	stanley.ejime@mainone.net
Level 3	Oluwole Adeoti	DC Operations Manager	+2348023213567	Oluwole.adeoti@mainone.net
Level 4	Gbenga Adegbij	COO MDX-i	+2348022222886	gbenga.adebij@mainone.net

Table C: Escalation timeline* (depending on Impact)

* These timelines have been provided to serve as a guide

Escalation Level	Emergency or Major Fault	Minor Fault
1 st level	Immediate	Immediate
2 nd level	30 minutes	2 hours
3 rd level	1 hour	3 hours
4 th level	2 hours	4 hours

9. Rules and Regulations: The Customer agrees to and shall (together with its agents or contractors) abide by and follow all rules, regulations, policies, procedures and guidelines with regards to the use of the Space, the Colocation Facility and the Service including those on access, security, health and environment, which are incorporated herein by reference and available on the MDX-i website at www.mdxi.com, and which the Customer hereby confirms to

have read and fully understood, and which may be reviewed from time to time by MDX-i upon notice to the Customer. MDX-i may immediately suspend part or all of the delivery of the Service(s) until further notice if the Customer uses the Service contrary to this provision.

10. Grant of Licence and Customer Obligations:

- 10.1** MDX-i grants to the Customer, the right and non-exclusive and non-transferable licence ("License"), valid for the Term provided in the Service Order Form, to install, operate and maintain the Customer Equipment in the specific Space located at the Colocation Facility in accordance with the terms and conditions herein. Except where otherwise specified in the Service Order Form, each Space is accepted "AS-IS" by the Customer. The Customer acknowledges that it has been granted only a License to occupy the Space; the Service provided by MDX-i under the Service Order Form does not create or vest in the Customer, any leasehold interest or ownership rights, nor any other property rights or interest of any nature or over any part of the Colocation Facility or in any MDX-i facility or infrastructure. The Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Space, Colocation Facility, and any MDX-i facility or infrastructure. Except otherwise approved by MDX-i, the Customer shall not sub-license, assign, mortgage, sublease, encumber or otherwise transfer the Space, Colocation Facility or any part thereof. Any attempt by the Customer to do so shall be void and shall entitle MDX-i to revoke the License hereby granted without notice and without prejudice to MDX-i's other rights under Agreement.
- 10.2** The Customer may only use the Colocation Services for purposes relating to the reception and/or provision of communications and related services; placement of equipment in the Space for any other purpose is strictly prohibited. Customer Equipment shall comply with any equipment criteria as may be set by MDX-i from time to time and incorporated by reference into this Colocation Service Terms and Conditions, and compliance shall be demonstrated to the satisfaction of MDX-i prior to installation and commissioning. Customer Equipment shall be physically segregated and labelled by the Customer, in a manner satisfactory to MDX-i, from equipment of MDX-i and equipment of other users of the Colocation Facility.
- 10.3** The Customer's use of the Service and any facility or equipment associated therewith, shall be such as not to: interrupt, interfere with or impair service over any of the facilities comprising MDX-i's infrastructure or impair the privacy of any communications over such facilities; cause damage to plant or create hazards to employees, customers, affiliates or connected persons of MDX-i, the customer or any other user, owner or operator of MDX-i's infrastructure or the public. Upon the occurrence of any such interruption or interference, MDX-i reserves the right to immediately suspend the Customer's Service upon reasonable notice, and the Customer shall bear the costs associated therewith including without limitation, the cost of any additional protective apparatus reasonably required to be installed because of the damages caused by the use of such facilities by the Customer, any customers or transferees of Customer, its contractors, agents or transferees.
- 10.4** Subject to the prior permission of MDX-i and the provisions of this Clause 10.4, the Customer may place equipment of unaffiliated third parties in the Space ("Third Party Equipment"). Third Party Equipment shall be at the sole risk of the Customer. It is expressly agreed that MDX-i shall have no liability whatsoever for Third Party Equipment placed in the Space by the Customer. Installation of Third Party Equipment in the Space by the Customer shall not entitle such third parties to have any access to the Space or the Colocation Facility and any such access shall be requested and arranged in advance by the Customer and granted at the sole discretion of MDX-i. Any such third parties shall be considered the invitees of the Customer for the purposes of the indemnity provisions contained in the Agreement. Third Party Equipment may be placed only in the Space provided by MDX-i to the Customer under the Service Order Form at the Colocation Facility.
- 10.5** The Customer warrants that it is in possession or otherwise shall obtain all required permits, and shall comply with any and all laws, directives, regulations and conventions, and with any public policy related laws, which may be applicable to the use of the Service. In addition, the Customer shall not, and shall procure that its customers or third parties under its control do not, use the Service and ancillary facilities for any purpose other than that for which MDX-i provides them and it shall procure that it, its customers or other third parties under its control, shall not use the Services for any unlawful purpose. The Customer further represent, warrants and covenants that its receipt and use of the Service shall comply at all times with all applicable permits and laws and the terms of the Agreement and the Service Order Form.
- 10.6** The Customer shall not, and shall not permit others to, rearrange, disconnect, remove, repair, attempt to repair, or otherwise tamper with MDX-i's infrastructure, or any of the facilities provided pursuant to the Service including, but not limited to the Space. All installations of Customer Equipment undertaken by the Customer shall be performed at the Customer's own expense on a schedule agreed with MDX-i and under the supervision of MDX-i. Any 3rd Party installer or contractor used or appointed by the Customer shall be pre-approved by MDX-i prior to entry into the Colocation Facility and the Customer shall be responsible for the act or omissions of such 3rd Party installer or contractor. In using the Service, the Customer shall comply with MDX-i's then-current policies and procedures regarding access and safety to, and usage of MDX-i's infrastructure and facilities (the "MDX-i Access Policy"). MDX-i shall not be liable to the Customer or any other entity for interruption of a Service or for any other loss, cost or damage caused or related to improper use of the Service and associated facilities by the Customer or third parties provided access to MDX-i's infrastructure by the Customer.
- 10.7** The Customer Equipment shall be removed from the Space on or before the effective date of termination of the applicable Service as provided in the Service Order Form. Where the Customer Equipment is not removed by the Customer within 10 day following a written notice from MDX-i to do so, MDX-i may remove and retain the Customer Equipment at a cost to the Customer for a 30 day period, following written notice to the Customer requesting instructions. If instructions are not received by the end of the 30 day period, MDX-i may deem the Customer Equipment to have been abandoned by the Customer and MDX-i may, without further notice, remove and sell or abandon the Customer Equipment without incurring any liability to Customer. MDX-i may charge Customer and Customer shall pay MDX-i's expenses related to the retention, removal, abandonment or sale of the Customer Equipment. Customer agrees that any amounts remaining from the sale of the Customer Equipment after deduction for MDX-i's said expenses shall be applied to any amounts owed by Customer to MDX-i or its Affiliates under the Service Order Form, these Colocation Service Terms & Conditions or the Agreement.
- 10.8** Customer's sole and exclusive remedy for MDX-i's delay in tendering possession of the Space shall be an abatement of the Service charges agreed in the Service Order Form until possession of the Space is delivered to the Customer.
- 11. Operations and Maintenance:**
- 11.1** The Customer acknowledges that MDX-i may require from time to time to carryout tests, adjustments and maintenance ("Planned Maintenance"). In the event of such maintenance, MDX-i shall deliver to the Customer at least five (5) Business Days written notice, specifying the length of such tests, adjustments and maintenance, being given to the Customer (save in an emergency), to permit MDX-i to conduct such tests, adjustments and maintenance as may be necessary for the Colocation Facility and associated equipment to be maintained in efficient working order.
- 11.2** MDX-i shall have no duty to monitor, maintain or care for any Customer Equipment. The Customer shall be solely responsible, at its sole cost and expense, for any and all repairs, maintenance or adjustments to any Customer Equipment and for maintenance of all cabling, conduit, fiber cable and any other equipment, materials and supplies of the Customer located at the Colocation Facility. The Customer shall be solely responsible for ensuring compatibility and operation of any Customer Equipment with the Colocation Facility. The Customer's Equipment and the Space shall be maintained and operated at the Colocation Facility at all time by authorized and qualified technicians of the Customer or its designee.
- 12. Insurance:**
- 12.1** During the Term granted to the Customer by MDX-i under the Service Order Form, each Party shall obtain and maintain the following insurance: (i) commercial general liability and/or excess liability with a combined single limit of at least \$1,000,000, including coverage for (a) premises/operations, (b) independent contractors, (c) products/completed operations, (d) personal injury, and (e) contractual liability; (ii) applicable worker's compensation in amounts required by law and employer's liability with a limit of at least \$1,000,000 each accident; and (iii) Automobile liability including coverage for owned/leased, non-owned or hired automobiles with combined single limit of not less than \$1,000,000 each accident.
- 12.2** Unless otherwise agreed, all insurance policies shall be obtained and maintained with well-reputed insurance companies (meeting global best practice rating recognized within the industry) and each Party shall, upon request, provide the other Party with an insurance certificate confirming compliance with the requirements of this clause.
- 12.3** Each Party shall obtain from the insurance companies providing the coverage required by this Colocation Service Terms and Conditions, the permission of such insurers to allow each Party to waive all rights of subrogation and each Party does hereby waive all rights of said insurance companies to subrogation against such Party and its Affiliates, assignees, officers, directors and employees.
- 12.4** In the event either Party fails to maintain the required insurance coverage and a claim is made or suffered, such Party shall indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage.