

SERVICE SCHEDULE
FOR
IP VPN QoS/ MPLS

This Schedule documents the commercial arrangements which apply between FLOW and the Customer for the provision by FLOW of the Service to Customer. All recipients of this document must treat the information that it contains as company confidential. No part of this document should be reproduced or released for commercial purposes by a recipient without the express consent of an officer or director of FLOW.

This Schedule shall not apply to the extent contrary to any regulatory restrictions on the resale of telecommunications services or operation of telecommunications equipment applicable to FLOW from time to time.

A Definitions

- 1 **'Access Code'** is a user ID or password for use with the Service.
- 2 **'Affiliated Company'** for Customer means any holding company of Customer, any subsidiary of Customer, or any subsidiary of any holding company of Customer, and for FLOW means any holding company of FLOW, any subsidiary of FLOW, or any subsidiary or any holding company of FLOW.
- 3 **'Acceptable Use Policy' ('AUP')** means FLOW's Acceptable Use Policy posted at FLOW's website www.discoverflow.co or at the respective FLOW Company websites in the Territory or Territories where Service is provided, as FLOW may change this policy without notice from time to time except to the extent that it conflicts with the SLA.
- 4 **'Agreement'** means the Master Services Agreement between the Customer and FLOW, which includes all its Schedules (including this Schedule), the Application Form and any other transaction documents, and incorporates by reference FLOW's Acceptable Use Policy.
- 5 **'CPE'** stands for customer premises equipment, as follows:
 - (a) **FLOW CPE** is FLOW CPE Hardware and FLOW CPE Software taken together.
 - (b) **FLOW CPE Hardware** is hardware supplied by FLOW.
 - (c) **FLOW CPE Software** is software supplied by FLOW and embedded in, or downloaded onto, FLOW CPE Hardware.
- 6 **'Customer'** means the entity ordering services from FLOW as specified on the Application Form.
- 7 **'Customer Equipment'** is hardware or software not owned by FLOW, which is used with the Service.
- 8 **'Customer Site'** is a Customer location at which FLOW provides the Service.
- 9 **'Excluded Events'** are any of the following:
 - (a) a fault in, or any other problem associated with, Customer-supplied power, any Customer Equipment, non-maintained structured cabling or other telecommunications systems not operated by FLOW.
 - (b) the fault or negligence of the Customer or any third-party not within the direct control of FLOW
 - (c) the Customer not performing its obligations in accordance with the Agreement.
 - (d) the Customer requesting FLOW to modify a Customer Site, or test one although no fault has been detected or reported in accordance with the terms of the Agreement.
 - (e) service suspension in accordance with the terms of the Agreement.
 - (f) a Configuration Change being in the process of implementation at the request and approval of the Customer.

(g) any other circumstances caused by events for which FLOW is not liable in accordance with the terms of the Agreement.

- 10 **'FLOW'** means the FLOW Company or Companies as identified in Schedule A to the Agreement as may apply to the Territory or Territories where Service is provided.
- 11 **'FLOW Equipment'** means equipment FLOW furnishes and uses to provide Service, including any associated user manuals and other documentation.
- 12 **'FLOW Software'** means software FLOW furnishes and uses to provide Service, including embedded firmware and any updates, upgrades and other modifications furnished under the Agreement and any associated user manuals and other documentation.
- 13 **'FLOW Party'** means FLOW, its Affiliated Companies, suppliers, subcontractors and licensors taken together.
- 14 **'Security Token'** is a hardware or software item that generates a passcode that may be provided to Customer as part of the Service.
- 15 **'Service'** means an IPVPN QoS/MPLS service FLOW provides or procures under the Agreement, including any FLOW Equipment and FLOW Software.
- 16 **'Service Failure'** means a failure by FLOW under this Agreement in respect of which Service Rebates are payable in accordance with the Service Schedules and Appendices and subject to the limits set out in this Agreement.
- 17 **'Service Rebates'** means any rebate payable by FLOW to the Customer as a result of a Service Failure.
- 18 **'Tariff Schedule'** means the list of FLOW's Charges for the provision of the Service set out in Appendix 3 to this Service Schedule may be provided by FLOW to Customer from time to time, and which includes, without limitation, the Early Termination Charges (as defined in Section D below), as may be provided by FLOW to Customer from time to time.

B Service delivery and performance

- 1 FLOW will provide or, where necessary for regulatory reasons will procure that a FLOW Party holding the relevant licence will provide, a Service in accordance with the Application Form and the service levels and other requirements described in its SLA.
- 2 Customer will reasonably co-operate with FLOW in FLOW's provision of a Service, including any diagnostic or other maintenance or upgrade activities.
- 3 FLOW may (at no charge to Customer) modify a Service so long as this does not cause a materially adverse impact on Customer's use of the Service.
- 4 If a Service requires the use of non-FLOW services and/or facilities in a location where local regulations do not permit FLOW to order these services and/or facilities directly from the local provider, Customer hereby appoints FLOW as its agent to place the order on Customer's behalf (**'Local Provider Order'**), and to otherwise deal with the local provider as FLOW may reasonably consider necessary in order to provide the Service.
- 5 Customer may request FLOW to meet an expedited Service delivery date. FLOW will promptly consider such request on a case-by-case basis and advise Customer of the feasibility and of the additional charges of an expedited Service delivery date. If Customer agrees, FLOW shall use reasonable efforts to meet such expedited Service delivery date and Customer shall pay any applicable additional charges.

C Charges, payment terms and credit terms

- 1 Customer will pay FLOW each charge owing under the Agreement (**'Charges'**) in the currency shown in Appendix 3.
- 2 The Charges for the Service will be specified in Appendix 3 on a per-site basis and will be billed monthly as follows:
port and local loop installation charges (as applicable) will appear on the Customer's first bill

recurring monthly port and local loop charges (as applicable) in respect of each calendar month will be billed one calendar month in advance

separate local loop charges will be specified

if applicable, recurring monthly CoS, management and Planned Maintenance service charges in respect of each calendar month will be billed one calendar month in advance

FLOW will be entitled to make an additional one-off charge for each Configuration Change

other one-off charges, agreed in advance with the Customer, for support of the Service requested by the Customer, will be billed for as incurred. Additional one-off charges, to cover the reasonable costs incurred by FLOW in connection with an actual or alleged fault, will be payable by the Customer if any of the following events occur:

The Customer prevents or delays maintenance being carried out.

The Customer requests that FLOW visit a Customer Site for a fault that FLOW determines is not related to any router maintained by FLOW.

If the Customer requests more than two visits during any calendar month to investigate a fault at a Customer Site and FLOW determines, following due investigation as part of each visit, that there is no fault with the relevant router, then the Customer will be liable to pay additional one-off charges in accordance with this section in respect of any further visits requested by the Customer during the same calendar month that result in a determination by FLOW that there is no fault with the router. There will be deemed to be no fault with the router if that fault arises from the configuration of a router which was not carried out by FLOW.

The Customer has physically damaged or interfered with the router, or has allowed any physical damage or interference to be caused to the router.

Any other adverse impact on the router arising out of the negligence of the Customer.

- 3 No changes in prices or charges are permissible during the Initial Term or during a Renewal Period, unless agreed to in writing by the parties, provided, however, that FLOW may revise its charges upon thirty (30) days' advance written notice if any local court government or regulation requires a change in price or any carrier(s) providing local access increase their charges to FLOW, in an amount not to exceed the increases from such local access carrier(s) to FLOW.
- 4 FLOW may modify the Charges at the beginning of a Renewal Period provided that FLOW provides the Customer specific written notification by email or other written form of the proposed modification (each, a '**Price Change**') at least sixty (60) days before it is to take effect ('**Price Change Notice Period**'). If the Price Change will result in an increase in the Charges, Customer may (by giving FLOW 30 days' notice in writing during the Price Change Notice Period) direct FLOW to stop providing the Service. Customer shall not be obliged to pay any Early Termination Charges in the event of terminating the Agreement in these circumstances.
- 5 The Charges are exclusive of (and Customer will pay) any applicable taxes, fees and surcharges (including, but not limited to, any applicable Value Added Tax or other tax of a similar nature in any Territory or Territories in which the Service is being provided) that apply to the Charges and/or a Service (taken together, '**Fees & Taxes**') except to the extent Customer gives FLOW proper proof of exemption.
- 6 Customer will pay the undisputed amount due (both Charges and Fees & Taxes) on an invoice within 30 days of the receipt of the invoice.
- 7 In addition to any other remedy available to FLOW, FLOW may assess a late fee of 2% per annum above the base lending rate of the FirstCaribbean International Bank of the Territory in which the invoice is issued then in effect on all past-due amounts.
- 8 FLOW will not assess a late fee on an invoiced amount (and the amount's original due date will not apply) if Customer disputes the amount in good faith and does all of the following:
 - (a) pays all undisputed amounts on the invoice when they are otherwise due;
 - (b) notifies FLOW in writing of the disputed amount by when payment would otherwise be due;

- (c) co-operates with FLOW to promptly resolve the dispute; and
- (d) pays the agreed-upon portion of the disputed amount by its new due date, that is, within 10 days of resolution of the dispute.

- 9 If FLOW has a reasonable reason for believing that the Customer is a credit risk, upon FLOW's request Customer will promptly provide FLOW with information describing Customer's current financial condition. FLOW undertakes to use this information solely for the purpose of determining Customer's ability to make payments due under the Agreement.
- 10 If Customer experiences a materially adverse change in its financial condition or Customer orders or uses more Service, FLOW may require Customer to agree to provide a (or increase its existing) security deposit or other form of payment security.
- 11 The parties agree that in the event that the Customer seeks to apply for any credit in relation to past invoices, whether in respect of previous overpayments or otherwise, it shall notify FLOW in writing. Applications for credit shall only be entertained in respect of a maximum of six (6) month period. For the avoidance of doubt, FLOW will not entertain applications by the Customer for credits for periods in excess of six (6) months prior to the first written notification to FLOW.
- 12 (a) Customer understands and agrees that as regards its Caribbean network only, the Customer, on its own behalf and on behalf of its Affiliates in the Territories identified in Schedule A, understands and agrees that in order to receive the pricing set out in Appendix 3, the following service guarantee must be maintained at all times. In that regards, Customer guarantees that during the term of the Agreement it will procure Services from FLOW in an amount that is not less than ninety per cent (90%) of the aggregate monthly recurring cost in the most recent orders for each Territory or ninety per cent (90%) of the monthly recurring cost of the term of the Agreement, whichever is greater ("**the Guarantee**").
- (b) Should the Customer reduce the monthly recurring charges at any Caribbean Customer Site at any time, the Customer will not be subject to any penalties under the Agreement, providing always that the Guarantee is maintained. Should the Guarantee at any time not be maintained or should the Customer at any time cancel or reduce a FLOW Service simply to replace it with an identical service from another provider or to replace it with an identical service from another provider that FLOW would have provided competitively, the Early Termination Charges outlined in clause D.6 of this Schedule D shall apply in full force and effect.
- (c) In the event that Customer incurs a major loss of business in any of its Customer Sites, FLOW agrees to temporarily suspend the Guarantee by an amount equal to that Customer Site's pro rata share of the Guarantee for a period of not less than ninety (90) days and not more than one hundred and eighty (180) days. For the purposes of this Agreement, "major loss of business" shall mean Customer's loss of one of its client engagements that would result in a reduction in MPLS bandwidth in the affected Customer Sites by a minimum of fifty percent (50%), In the event that this "major loss" provision takes effect, Customer agrees to extend the term of this Agreement by a like number of months wherein the Guarantee has been suspended.
- (d) For the avoidance of doubt, the Customer understands and agrees that clauses 11(b) and (e) above do not apply to its New York site, and that any sites maintained by it outside the Caribbean shall continue to be subject to the standard penalties and early termination charges provided for in this Agreement.

D **Term, suspension and termination**

- 1 The initial term ('**Initial Term**') for a Service will be as shown on the Application Form.
- 2 The day the Initial Term for a Service starts shall be the later of the Agreed Delivery Date or the date when FLOW successfully completes the Service's acceptance tests. FLOW shall, where applicable, complete a Service's acceptance tests by its ADD. No ADD shall be changed except by express agreement in writing, or if a delay is reasonably necessary by virtue of the Customer's willful act or failure to fulfill its obligations here under or otherwise due to any Force Majeure Event as defined below. FLOW shall notify Customer when the date acceptance tests are successfully completed by FLOW for the Service at a particular Customer location ("**Premises**") demonstrating

that the Service is ready for use by the Customer. Unless Customer notifies FLOW's network control personnel within three (3) days after such notification that Service is not operational and available for Customer's use at a particular site, or if Customer uses the Service (if earlier) other than for the purpose of acceptance testing, the Service shall be deemed accepted by Customer and shall be referred to as the "**Service Commencement Date**" for the Service at that Premises.

- 3 Unless described otherwise on the Application Form, the Service's term will automatically renew after the end of its Initial Term, and each successive renewal term, for additional one (1) year periods (each period of renewal, a '**Renewal Period**').
- 4 Either Party may terminate the Agreement at the expiry of the Initial Term or any Renewal Period by serving written notice on the other Party not less than 30 days prior to the expiry of the Initial Term or Renewal Period (as applicable).
- 5 Customer may (by giving FLOW 90 days notice in writing) direct FLOW to stop providing (or stop FLOW's efforts toward providing) a Service (a '**Termination for Convenience**'). In the event of a Termination for Convenience at any time before expiry of the Initial Period or subsequent Renewal Period, FLOW shall charge Customer (as an early discontinuation of service fee and not as a penalty) an early termination charge ('**Early Termination Charge**') which shall be calculated as set out in Section D.6 below. Customer will pay the Early Termination Charge within 30 days after Customer sends the termination notice to FLOW. Customer acknowledges that this right is reasonable and constitutes liquidated damages for the loss of the bargain contemplated.
- 6 This Clause D.6 is subject to and shall be read in conjunction with Clause C.12 of this Service Schedule. Where there is any conflict or inconsistency between Clause C.12 and this Clause D.6, this Clause D.6 shall prevail to the extent of the inconsistency. For each Customer Site, an Early Termination Charge will apply if the Customer cancels its order for Service or terminates Service before the end of the Initial Term, or any Renewal Period then in effect, for that Customer Site. Unless otherwise specified in Appendix 3 to this Schedule, this charge will be:
 - (a) **for a cancellation prior to the Service Commencement Date (SCD):**
 - (i) the costs incurred by FLOW that arise in connection with the provision of the Service including local loop charges; or
 - (b) **for termination after the SCD of a Customer Site but before the end of that Initial Term:**
 - (ii) if the termination takes effect during the first 12 months of the Initial Term, 100% of the total monthly Recurring Charge multiplied by the number of months (or portion thereof) remaining in the first year of the Service's Initial Term, plus, in the case of Initial Terms greater than one year, 50% of the total monthly Recurring Charge multiplied by the number of months (or portion thereof) remaining in the Service's Initial Term (after the first year);
 - (iii) if the termination takes effect after the first 12 months of an Initial Term greater than one year, 50% of the total monthly Recurring Charge multiplied by the number of months (or portion thereof) remaining in the Service's Initial Term;

for a termination before the end of a Renewal Period, the sum of:

 - (c) 50% of the total monthly Recurring Charge multiplied by the number of months (or portion thereof) remaining in the Service's Renewal Period.
- 7 If either Party experiences a Bankruptcy/Insolvency Event, the Party not experiencing the Bankruptcy/Insolvency Event may terminate the Agreement by giving the other Party notice in writing. A '**Bankruptcy/Insolvency Event**' is when a Party is unable to pay its debts when due, or any of the following happens to a Party under its national laws for the protection of debtors (or like circumstances arise or like actions are taken):
 - (a) the Party is determined to be bankrupt or insolvent or the process to make this determination has started;
 - (b) the Party has a receiver, administrator or liquidator appointed for it;

- (c) the Party makes an arrangement or composition with, or an assignment for the benefit of, its creditors; or
- (d) the Party goes into either voluntary (other than for reconstruction or amalgamation) or compulsory liquidation.

8 FLOW may suspend or block access to a Service or all Services (each such circumstance, a **'Service Suspension'**) for any of the following reasons:

- (a) to comply with any law, regulation, court order, or other governmental request or order requiring immediate action;
- (b) to prevent interference with, damage to, or degradation of FLOW's network;
- (c) to eliminate a hazardous condition;
- (d) the Service is used in a manner that violates the AUP or any applicable law or regulation, or otherwise exposes FLOW to legal liability, whether this use is by Customer or any other entity or person using the Service and whether or not this use is authorized or consented to by Customer (each such circumstance, **'Service Misuse'**);
- (e) Resale of the Service by the Customer; or
- (f) Customer does not pay an amount when due, and Customer still does not pay the amount within 10 days after Customer receives written notice from FLOW that an amount is past due, provided the amount is not in dispute.

Provided that if the circumstances allow prior notice to the Customer, FLOW will give prior written notice to the Customer. In all other cases, FLOW will notify the Customer as soon as it is reasonably possible after FLOW becomes aware of the occurrence of the reason in question.

9 If Customer cures the cause of a Service Suspension, FLOW will resume the Service once Customer pays any reconnection charge specified in Appendix 3 or, if no such charge is so specified, Customer reimburses FLOW for all reasonable costs and expenses incurred by FLOW in resuming the Service. FLOW may terminate the Agreement if Customer does not cure the cause of a Service Suspension or does not pay the associated additional Charges for FLOW resuming the Service. In such an event, Customer (in addition to any other remedy available to FLOW) will pay the same Early Termination Charge(s) as if Customer had requested a Termination for Convenience pursuant to Section D5.

10 Either Party may terminate the Agreement if the other Party materially breaches the Agreement and does not correct the breach within 30 days after receiving written notice of the breach.

E Liabilities, warranties and indemnities

1 If a Service Level Appendix ("**SLA Appendix**") is included in this Agreement for a particular Service, that Service shall be delivered and provided in conformance with the service level criteria set out in the relevant SLA Appendix. The Customer shall, as its sole and exclusive remedy and as FLOW's sole and exclusive liability, be entitled to "**Performance Remedies**" as set forth in the applicable SLA Appendix if a Service fails to meet its service accessibility criteria and/or its Service Commencement Date is later than its SPG Date (collectively, "**Service Levels**"). For the avoidance of doubt, Performance Remedies will not be available to the Customer if the failure to meet any Service Levels results from any Force Majeure Event or the Customer's act, fault or omission. The Customer shall contact a FLOW Service Management Centre (details of which shall be notified to the Customer from time to time) in respect of all queries relating to the conformity of the Services with the Service

Levels or arising from any fault reporting procedures FLOW may provide to the Customer.

2 The Customer shall be solely liable under the terms of this Agreement for a particular Application Form from the date upon which the Application Form has been signed by both the Customer and FLOW; provided, however, that where a B-End Customer countersigns an Application Form, the Customer and the B-End Customer shall be jointly and severally liable for such Application Form.

3 FLOW warrants that it shall provide Services as set forth in this Agreement.

FLOW DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

F FLOW CPE

- 1 This Clause F applies only where Customer subscribes to a fully managed Service.
- 2 Customer will use FLOW CPE Hardware only as part of the Service.
- 3 FLOW or its supplier(s), licensor(s) or designee(s) will at all times keep title to, and all other ownership rights in, FLOW CPE.
- 4 Customer will not (or attempt to or allow others to) open, repair, maintain, modify or move FLOW CPE Hardware or remove or otherwise tamper with any ownership or other identification marks or tags on FLOW CPE Hardware. If Customer does any of these, Customer will pay FLOW the extra costs FLOW reasonably incurs as a result.
- 5 Customer will be responsible for, and will reimburse FLOW for, any additional costs it incurs as a result of any loss of, damage to, or excessive wear and tear of, FLOW CPE Hardware once delivered to a Customer Site, unless caused by FLOW or others working for FLOW.
- 6 Customer will not permit any lien, charge or other like restriction to be placed on FLOW CPE.
- 7 FLOW may take possession of FLOW CPE from a Customer Site or take other reasonable steps needed to protect ownership interests in FLOW CPE.
- 8 Promptly after Service terminates, Customer will give FLOW (and others working for FLOW) access to and reasonable help with removing FLOW CPE and disconnecting the Service.
- 9 FLOW grants Customer a non-exclusive, non-transferable, limited license to use FLOW CPE Software only with FLOW CPE Hardware for the Service and only until Service terminates. Customer will not (or attempt to or allow others to) do any of the following with FLOW CPE Software unless otherwise permitted by mandatory applicable law:
 - (a) reproduce, modify, adapt or translate it;
 - (b) create derivative works from it;
 - (c) transfer or transmit it in any form or by any means;
 - (d) reverse engineer, disassemble, or otherwise attempt to derive its source code; and
 - (e) use it for any purpose other than as allowed here.

G Monitoring

- 1 FLOW may monitor use of Service (and disclose and otherwise use the information so obtained) only to the extent allowed by applicable privacy and other laws and regulations and only to:
 - (a) comply with applicable law, regulation or other governmental request or order;
 - (b) make sure that there is no misuse of the Service (as described in the AUP) if FLOW has good reason to believe there may be such Misuse of the Service;
 - (c) protect the integrity of the public Internet and/or FLOW's systems and networks;
 - (d) provide Service in keeping with the terms of the Agreement; or
 - (e) take other actions agreed to or requested by Customer.

H Access Codes/Security Tokens

- 1 Customer will use Access Codes and Security Tokens in accordance with FLOW's reasonable instructions, as they may be modified from time to time.
- 2 Customer is solely responsible for the safekeeping of Access Codes and Security Tokens.
- 3 Customer will immediately give FLOW notice ('**Problem Notice**') if Customer believes the security of an Access Code has been compromised, or a Security Token is lost, stolen or stops operating properly. FLOW shall replace any Security Token that is faulty at no charge. Customer shall

compensate FLOW for the cost of any replacement Security Token where a Security Token is lost or stolen.

- 4 FLOW will at all times keep title to the Security Token.
- 5 FLOW may without notice suspend access to Service through an Access Code or using a Security Token if:
 - (a) FLOW receives a Problem Notice;
 - (b) FLOW has good reason to believe that the security of the Access Code or Security Token has been compromised; or
 - (c) there is a Service Suspension.

The suspension will continue until a replacement Access Code is selected by Customer or a replacement Security Token is provided by FLOW (as applicable) or the cause of the suspension is otherwise resolved to FLOW's reasonable satisfaction.

- 6 Customers wanting to migrate Security Tokens from a third party's system will be solely responsible for the Security Tokens, including the replacement of them when faulty, lost or stolen. The Customer will have full responsibility for ensuring that any necessary permissions and licenses for copying seed files onto FLOW systems is obtained.

I **Service Rebates**

- 1 FLOW's liability to pay Service Rebates shall not exceed the limits set out in the SLA as applicable to each category of Service Failure. Notwithstanding any provision to the contrary in the SLA or any Appendices, FLOW shall not be liable during any calendar month to pay a Service Rebate to the extent that such payment would result in FLOW repaying an amount in excess of 100% of the relevant Charge when aggregated with other Service Rebates paid or payable by FLOW calculated by reference to the same Charge (both during that calendar month).
- 2 Payment by FLOW of Service Rebates in respect of Service Failures which have occurred during any calendar month shall be in full and final settlement of all claims that the Customer may have against FLOW in respect of those Service Failures.
- 3 The Parties agree that the Service Rebates represent a genuine pre-estimate of the losses that the Customer is likely to incur as a result of any Service Failures.

J **Regulated Items**

- 1 The export and/or import of certain FLOW CPE and FLOW software ('**Regulated Items**') is subject to domestic and/or foreign government export and/or import laws, rules, policies, procedures, restrictions and regulations ('**Export/Import Controls**').
- 2 Customer represents and warrants the following for Regulated Items:
 - (a) Customer will export, import and/or disclose them only in strict compliance with applicable Export/Import Controls; and
 - (b) Customer is not trying in any manner to evade the export controls on encryption in any jurisdiction.
- 3 Customer acknowledges that the Export/Import Controls may include a complete prohibition on the export, re-export, import and/or use of a Regulated Item in certain jurisdictions thereby precluding the use of Service in these jurisdictions.

K **Miscellaneous terms**

- 1 In the event of any conflict between any of the documents comprising this Service Schedule, the following order of precedence will apply (highest level of precedence first, lowest last): (i) Tariff Schedule; (ii) SLA; (iii) Terms and Conditions of this Service Schedule.
- 2 FLOW will comply with all applicable laws and regulations regarding the provision of Service, and Customer will comply with the AUP and all applicable laws and regulations regarding the use of Service.

- 3 FLOW will provide a Service on the condition that FLOW is able to keep in place the necessary licenses, permissions, ministerial determinations, directions and declarations and other governmental approvals. FLOW will use all reasonable efforts to keep these in place.
- 4 Customer is responsible for any unauthorised access to or use of Service, including (without limit) any Charges incurred as a result.
- 5 Customer shall not resell Service to others or resell some functionality that a Service provides to others (each, an '**Other User**' and each such action, a '**Resale**').

FLOW IP VPN QoS
STANDARD SERVICE LEVEL AGREEMENT (“SLA”)

1 Introduction

This SLA describes the basic elements of the FLOW IP-VPN QoS service.

2 Overview of FLOW IP-VPN QoS

The service overview, set out in this section, summarises the capabilities and functionality of FLOW IP-VPN QoS and is illustrative only. The service overview does not specify the Service to be provided by FLOW to the Customer under this Agreement.

FLOW IP-VPN QoS is a high-speed, high-availability IP wide area network (WAN) service. It runs over a dedicated FLOW multi-protocol label switching (MPLS) IP backbone core (the ‘**Backbone**’). FLOW IP-VPN QoS is available internationally via a number of different access options that connect customer sites to the Backbone. It can support a range of access speeds, from 128 kbit/s to 100 Mbit/s, depending on geography and the means of access to the Backbone. Using FLOW IP-VPN QoS, a customer site on a virtual private network (VPN) can have automatic any-to-any connectivity (meaning that only one connection to the Backbone is required to connect to all other customer sites in the same VPN).

FLOW IP-VPN QoS supports up to five Classes of Service (CoS): Standard, Enhanced 1, 2 and 3, and Premium. The use of CoS enables business-critical data to be prioritised over other traffic, and also enables the efficient delivery of real-time traffic such as voice over IP (VoIP) and video.

3 Service Definition

3.1 General

The basic Service, which is a FLOW-managed service, provides:

- (a) access to the Backbone via an access service provided by FLOW separately from the Service
- (b) provision, maintenance and management of relevant Customer Premises Equipment (CPE)
- (c) configuration of the Backbone to create the Customer's VPN
- (d) 24-hour monitoring and management of the Backbone and the means of access to it, up to the Service Demarcation Point.

If the Customer opts to use backup access to the Service using digital subscriber line (“**DSL**”) (where available as an option), FLOW cannot provide certain elements of the Service to the same standards and, if this is the case, the affected obligation of FLOW is clearly indicated in this SLA by the use of the words 'excluding sites using DSL'.

If the Customer opts not to subscribe to a fully managed Service, FLOW will not be responsible for the provision, maintenance and management of relevant CPE and, for the avoidance of doubt, will not provide the services described in sections 4 and 5 below.

3.2 Classes of Service

For Customer Sites in FLOW Core Regions (excluding sites using DSL), FLOW will make CoS available, to be managed by FLOW in accordance with this SLA, as follows:

- (i) Premium, Enhanced 1,2,3 and Standard for all Customer Sites
- (ii) For Customer Sites using DSL access, or that are outside FLOW Core Regions, availability of CoS is dependent on the particular location of the Customer Site. The Application Form will indicate whether or not CoS segments apply and, if so, the relevant CoS will be specified.

3.3 Excessive traffic allocated to a CoS

The following provisions apply to traffic that exceeds the bandwidth limit allocated to a CoS in the Application Form:

- (i) For Premium CoS, packets in excess of the relevant bandwidth limit will be dropped. They will not be queued because premium traffic, by its nature, needs to be transmitted in real-time. It is, therefore, important for the Customer to have its real-time traffic needs accurately assessed and adequate bandwidth assigned — it must not exceed its allocation.
- (ii) For Enhanced or Standard traffic, packets will be dropped only if total free bandwidth is exceeded.

3.4 Bandwidth

Where the Customer orders flexible bandwidth (bandwidth use throttled to a speed lower than the port capacity), the Customer will not increase its use of bandwidth without FLOW's written agreement, such agreement not to be unreasonably withheld or delayed, to an amendment of the bandwidth ordered by the Customer. If the Customer does increase its use of bandwidth without FLOW's written agreement, FLOW will be entitled to charge for the actual bandwidth used by the Customer.

4 FLOW Router Management Service

FLOW will be responsible for managing routers used to provide the Service and will provide end-to-end management of the Customer's VPN from one router managed by FLOW under this Agreement, through the local loop and Backbone, to any other managed router.

FLOW will do the following:

- (i) install the router at the Customer Site
- (ii) configure the router in order to allow the Service to be provided, including setting up of classes of service and IP addressing, and action all subsequent changes
- (iii) provide round-the-clock monitoring of the router and its interfaces
- (iv) provide fault management, remote fault diagnosis, and (where possible) remote fault resolution (as set out in section 10 below)
- (v) provide access to near-real-time performance reports where applicable (as set out in section 11 below).

5 FLOW Router Maintenance Service

FLOW will provide:

- (i) On-site fault diagnosis, if necessary, to identify router hardware or software issues that are adversely affecting the Service
- (ii) On-site repair or replacement of router hardware or software, where applicable and if necessary to resolve issues that are adversely affecting the Service.

6 Service Rebates

All Service Rebates referred to in this Service Schedule will **only** be payable:

- (i) in respect of a calendar month if the Service falls below the applicable target for that calendar month; and
- (ii) provided that the Customer notifies its FLOW representative that a Service Rebate is payable, such notification to be made in writing within 30 calendar days of the date of the invoice in respect of the charges for the affected Customer Site; and
- (iii) if FLOW confirms that performance Service Rebates are payable following a formal investigation of the alleged failure to be carried out within 30 working days.

To qualify for a Service Rebate on Backbone availability as set out in section 8 below, FLOW must diagnose the fault as relating to a failure in the Backbone.

7. Service provision

7.1 Site requirements

In order for FLOW to meet the Agreed Delivery Date ('**ADD**') and to perform its obligations under the Agreement for a Customer Site, FLOW will notify the Customer of its site requirements and the Customer must do the following in a timely manner:

- (i) Provide the necessary space, power, environmental conditions and security precautions at the Customer Site for appropriate CPE to be installed and the Service to be provided.
- (ii) Ensure that CPE that the Customer is providing for the Service is installed at the Customer Site no later than the date notified by FLOW to the Customer.
- (iii) Give FLOW (and its agents, employees and sub-contractors) reasonable access to FLOW CPE being used in connection with the Service as follows:
 - (a) immediately if FLOW reasonably considers that access is required to correct any problem with the Service
 - (b) at all reasonable times in all other situations
- (iv) Ensure that all permissions of any kind needed for the installation and operation of CPE at the Customer's site are in place at all times.

FLOW will not be liable to the Customer in respect of any delay or failure to perform under this Agreement arising as a result of a failure by the Customer to perform its obligations under this section. If a FLOW representative arrives at a Customer Site, on a date agreed with the Customer, to carry out agreed work at that Customer Site, and the Customer Site has not been adequately prepared for the relevant work to be carried out, then the Customer will be liable to pay an additional one-off charge to FLOW to cover the costs incurred by FLOW as a result of such failure on the Customer's part.

7.2 Routers at a Customer Site

FLOW will be responsible for routers installed at a Customer Site and used in connection with the Service, in particular:

- (i) To set the router up with the appropriate operating systems and router hardware to enable connectivity via the local loop.
- (ii) To configure the router in order to allow the Service to be provided, including setting up of applicable CoS profiles and IP addressing.
- (iii) To design, implement, manage and archive configuration of internal IP protocols, LAN information and access lists.
- (iv) To configure router software, updates or upgrades.
- (v) To monitor proactive devices.
- (vi) To maintain the router.

7.3 Service provision rebates

For Customer Sites in FLOW Core Regions, if FLOW fails to achieve the ADD applicable to a new Customer Site or a Configuration Change to an existing Customer Site (except where that failure arises as a result of an Excluded Event), then the Customer will be entitled to receive the Service Rebates set out in sections 7.4 and 7.5 below. The Service Rebates will not apply to any failure by FLOW to meet the ADD arising as a result of a request by the Customer for an expedited Service delivery or Configuration Change, or to Customer Sites outside of FLOW Core Regions.

7.4 New Customer Site

The Service Rebates applicable to a failure to meet the ADD within the meaning of section 7.3 above in respect of new Customer Sites are as follows:

Number of days Service delivery occurs beyond the ADD for a Customer Site	Percentage of that Customer Site's port installation charge
1 to 10	10%
11 or more	50%

7.5 Configuration Changes

The Service Rebates applicable to a failure to meet the ADD within the meaning of section 7.3 above in respect of Configuration Changes are as follows:

- (i) for a Hard Configuration Change, a percentage of the charges for that change, as follows:

Number of days Configuration Change Occurs beyond the ADD for that Configuration Change	Percentage of charge for Hard Configuration Change
1 to 10	10%
11 or more	50%

- (ii) for a Soft Configuration Change, a percentage of the monthly recurring port charge for the affected Customer Site, as follows:

Number of days Configuration Change occurs beyond the ADD for that Configuration Change	Percentage of monthly recurring port charge for the affected Customer Site
1 to 10	10%
11 or more	50%

The Service may be affected during implementation of a Configuration Change. FLOW will make reasonable efforts to identify, and notify Customer of, any potential outages that may result and their potential impact on Service.

7.6 Rebate limits

FLOW's total liability in respect of all Service Rebates payable under section 7.3 above shall not exceed:

- (i) for ADD delay for a new Customer Site: 50% of the port installation charge for that Customer Site
- (ii) for ADD delay for a Hard Configuration Change: 50% of the charge for that Hard configuration Change
- (iii) for ADD delays for Soft Configuration Changes to a Customer Site in any calendar month: 50% of the monthly recurring port charge for that Customer Site.

8 Service Availability

8.1 Availability Targets

For FLOW Core Regions, FLOW will use reasonable efforts to meet the following service levels per calendar month:

Measurement	Target service level
Core Backbone (including the PE-ASBR and any PE the Customer is connected to)	99.995%

Service outages that occur due to an Excluded Event will not count as an interruption when determining actual availability or be used to determine Customer's eligibility for Service Credits.

8.2 Customer Site Service Rebates

The Customer will be entitled to Service Rebates, as shown below, for the Customer Site in FLOW Core Regions for any complete month after the ADD for that site, if the Service availability for that site falls below the relevant targets.

Single Access Site availability in a given month	Rebate (Percentage of monthly recurring port charge for End User Site for that month)
99.5% to 99.7%	25%
less than 99.5%	50%

Dual Access availability in a given month	Rebate (Percentage of monthly recurring port charge for End User Site for that month)
99.7% to 99.9%	25%
less than 99.7%	50%

8.3 Calculating availability

Service availability at the Service Demarcation Point for each Customer Site will be calculated as follows:

$$P = \frac{A - B}{A} \cdot 100$$

where:

P = Percentage availability

A = Number of minutes in Month

B = Number of whole minutes during which the Service is unavailable (as defined below)

8.4 Unavailability

A Customer Site will be unavailable if it cannot exchange data with another Customer Site, except if the circumstances giving rise to unavailability arise out of, or in connection with, any of the following:

- (i) a Planned Outage
- (ii) a Scheduled Maintenance Window
- (iii) an Excluded Event
- (iv) a failure at the other Customer Site
- (v) CPE, unless that CPE is FLOW-managed CPE

If a Customer Site is not meeting a performance target described in this SLA, but is able to exchange data with another Customer Site as demonstrated by a successful ping test, then that Customer Site will be deemed available.

FLOW shall make all reasonable efforts to notify the Customer of a Planned Outage in advance, with such Planned Outage to be scheduled to occur at a time and to last for a duration that is

reasonable in the circumstances and is intended to minimize the impact on the Customer's service.

FLOW will endeavour to schedule Planned Outages and Scheduled Maintenance Windows outside of regular business hours, in order to minimize any impact on the Customer. Notwithstanding the foregoing, given the inherent nature of these types of maintenance, FLOW may from time to time have to perform these services during regular business hours.

The period of unavailability of any Customer Site will be measured from the time the Customer reports the unavailability to FLOW, in accordance with the fault-reporting procedures described in this SLA, and will end at the time when FLOW advises the Customer that the Service is again available at that Customer Site. The Customer will be deemed to have been informed of availability if FLOW has unsuccessfully tried to contact the Customer.

9 Service Performance Targets

9.1 Performance target types and rebate limits

FLOW will use reasonable efforts to ensure that the performance targets for the following are met, all as specified in sections 9.2 to 9.4 below (inclusive):

- (i) packet loss
- (ii) jitter
- (iii) round trip delay

In a single calendar month, any Customer Site failing to achieve a performance target for Packet Loss, Jitter or Round Trip Delay shall receive in total a maximum Service Rebate of 20% of the monthly port charge for that Site.

These performance targets will be measured per hour and per connection between any two Customer Sites and will apply only where the relevant traffic falls within the bandwidth limit applicable to the relevant CoS as specified.

All performance targets and Service Rebates in respect of performance targets apply only to Customer Sites located in the FLOW Core Regions.

Service performance targets do not apply to secure remote user access.

9.2 Packet Loss

FLOW will use reasonable efforts to ensure that the performance targets for Packet Loss on the Backbone are met, as specified in this section.

When a Trouble Ticket is opened for failure of the Service to meet the targets for Service performance, FLOW will start measuring the relevant performance per hour between the relevant two Backbone locations, until the Trouble Ticket is closed. If average Packet Loss on the Backbone during this period is greater than the values specified above, then the Customer will be entitled to a performance Service Rebate as set out below.

Packet loss targets are:

CoS	Packet loss
Premium	<0.04%
Enhanced	<0.06%
Standard	<0.06%

CoS	Performance against applicable Packet Loss Target	Rebate (percentage of joint pro-rata monthly recurring port charges for both Customer Sites)
Premium	< 0.04 %	0%
	> 0.04 %	20%
Enhanced	< 0.06 %	0%
	> 0.06%	20%
Standard	< 0.06 %	0%
	> 0.06 %	20%

9.3 Jitter

FLOW will use reasonable efforts to ensure that the performance targets for Jitter on the Backbone are met, as specified in this section. Jitter targets apply only to Service provided at Premium CoS and are specified in milliseconds (ms).

When a Trouble Ticket is opened for failure of the Service to meet the targets for Service performance, FLOW will start measuring the relevant performance per hour between the relevant two Backbone locations, until the Trouble Ticket is closed. For the period that average Jitter exceeds the specified target, the Customer will be entitled to a pro-rata performance Service Rebate equal to 20% of the combined monthly recurring port charges for the relevant Customer Sites.

CoS	Jitter target (ms)
Premium	5

9.4 Round Trip Delay

FLOW will use reasonable efforts to ensure that the performance targets for Round Trip Delay on the Backbone are met, as specified in the table at the end of this SLA.

The targets for round trip delay given in that table are average values per packet, given in milliseconds (ms), calculated by reference to the worst-case scenario of Premium CoS being used at the same time as another CoS. The targets will only apply if:

- (i) access bandwidth is a minimum of 1.5 Mbit/s or 2 Mbit/s
- (ii) packet size is:
 - (a) 128 octet for Premium CoS
 - (b) 348 octet for Standard and Enhanced CoS
- (iii) the distance between the Backbone and each router does not exceed 180 km.

When a Trouble Ticket is opened for failure of the Service to meet the targets for Service performance, FLOW will start measuring the relevant performance per hour between the relevant two Backbone locations, until the Trouble Ticket is closed. For the period of time that average Round Trip Delay is greater than the values specified in the table at the end of this Service Schedule, the Customer will be entitled to a performance Service Rebate as set out below:

Target achieved	Performance against applicable RTD target (percentage of joint pro-rata monthly recurring port charges for both Customer Sites)	Rebate
RTD greater than target		0%
		20%

To qualify for a Service Rebate, FLOW must diagnose that the increase in Round Trip Delay is due to a failure in the Backbone.

10 Fault reporting and service restoration

FLOW reserves the right to make any organisational, procedural, or target adjustments to the fault-reporting and management processes described in this SLA, where these do not have any significant effect on the provision of the Service to the Customer.

10.1 Customer responsibilities

Whenever possible, the Customer should give FLOW 15 calendar days' notice of any event (including, but not limited to, building work necessitating disconnection of power) that will disrupt the Service.

Before reporting a suspected fault with the Service to FLOW, the Customer must use all reasonable endeavours to ensure that the fault has not arisen as a result of any matter that is not FLOW's responsibility under this Agreement.

10.2 Fault reporting

If, after due investigation, the Customer has reason to suspect that there is a fault with the Backbone, the access provided by FLOW, or a router maintained or managed by FLOW, the Customer must report the suspected fault to FLOW via the process FLOW gives to the Customer for this purpose.

Suspected faults will be logged and each call will be time-stamped and allocated a unique call reference number to be used for all progress updates.

The Customer must provide adequate information to FLOW when the problem is first reported to enable FLOW to diagnose and resolve suspected faults. This information will include, but is not limited to:

- (i) company name of the Customer
- (ii) the name, telephone number and email of the person reporting the fault
- (iii) Customer contact name, telephone number and email (if different from the person reporting the fault)
- (iv) the site reference as detailed in the Customer welcome pack or Customer design document (CDD)
- (v) the physical location of the fault, to the extent known or deduced
- (vi) the number of Customer Sites affected by the fault
- (vii) confirmation that all physical connections to the router are sound and that the power supply is unaffected
- (viii) confirmation that a re-start of the router has been attempted
- (ix) details of the relevant router
- (x) any diagnostic messages displayed on the router
- (xi) availability of access to the relevant Customer Site
- (xii) any other details that may be relevant to diagnosis of the fault (including, but not limited to, FLOW services at site, symptoms, events or actions leading up to the fault, any tests carried out in attempting to isolate the problem, any environmental conditions that may be causing the fault)

10.3 Fault resolution

FLOW will use reasonable efforts to resolve a fault with the Backbone or means of access to it within four (4) hours from when receipt of the fault notification is acknowledged by FLOW. The times for resolution of faults under this section will not apply to any faults with performance

reporting, or that arise during a Scheduled Maintenance Window or as a result of, or in connection with, an Excluded Event.

Once a fault is reported in accordance with this section 10, FLOW will provide the Customer with updates as outlined in the Escalation Procedure towards resolution of the fault unless otherwise agreed with the Customer.

Initially FLOW will work remotely to resolve all network faults which, for the avoidance of doubt, does not include CPE faults. If, after investigation, FLOW considers that the fault has not been resolved or that a solution does not seem imminent, FLOW may arrange for an engineer visit to the affected Customer Site, or to provide replacement FLOW CPE, unless FLOW deems the fault to originate as a direct result of failure at a Customer Site of any CPE in respect of which FLOW has no management or maintenance responsibility.

If FLOW deems the fault to originate as a direct result of a failure of any CPE at a Customer Site, FLOW will work remotely to resolve that fault if possible, using reasonable efforts to do so within four hours from when receipt of the fault notification is acknowledged by FLOW. FLOW will arrange for an engineer to visit a Customer Site affected by a fault if FLOW considers such a visit to be necessary to diagnose or resolve that fault. A router fault will be deemed resolved at the time when FLOW advises the Customer that the router is operating and Service can be provided. If FLOW has made unsuccessful attempts to so advise the Customer directly, a voicemail message or email sent to the Customer's agreed contact person informing the Customer that the router is in operation and that service is to be resumed shall be deemed to be adequate advice for the purposes of this section.

If, after investigation, FLOW considers that the fault has not been resolved or that a solution does not seem imminent, then if the CPE was procured from a third party, FLOW will notify the Customer immediately. The Customer will then be required to resolve this fault via their third-party maintenance provider. From the time that the fault is notified to the Customer until and including the time that FLOW considers the fault to be resolved, the service level commitments and rebates due from FLOW in respect of any failure (arising out of or in connection with that fault) of Service to meet the requirements or service levels specified in this SLA will not apply. If resolution is impossible, the Customer will inform FLOW and FLOW will undertake any further action necessary to resolve the fault. If the cause of the fault is due to a failure by FLOW to provide the Service in accordance with this Agreement, then all costs incurred by FLOW in resolving that fault will be met by FLOW. If the fault arises out of or in connection with the CPE, then FLOW will charge the Customer on a time and materials basis for FLOW's time expended in resolving that fault.

10.4 Escalation procedure

If FLOW cannot resolve a fault within four hours of notification, FLOW will allocate extra resources, via an escalation procedure described below, to resolve that fault.

The Customer may, at any time, initiate an escalation procedure to expedite the resolution of a fault that is having a serious adverse impact on a critical function of the Customer's operation. If the Customer wishes to escalate the fault, it will contact FLOW, quoting the reference number issued at the time the fault was reported and requesting escalation.

During an escalation procedure, FLOW will assign the Customer a FLOW point of contact who will:

- (i) act as the principle point of contact in respect of all matters related to that fault
- (ii) ensure that the Customer is updated at intervals to be agreed between FLOW and the Customer
- (iii) pass the problem to a more senior manager if the Customer is not satisfied that FLOW is acting reasonably in progressing the fault resolution.

11 Performance reports

For Customer Sites in FLOW Core Regions, FLOW will use reasonable efforts to provide performance reports for the Service through a real-time, online management information system

accessed via a secure website. Access to the site will be protected by a Customer username and password and the data will be encrypted.

Where possible, the system will provide statistical reports in respect of:

- (i) packet loss, jitter and round trip delay
- (ii) the Customer's network configuration for the Service
- (iii) individual site or entire network usage patterns
- (iv) Customer Site availability

The performance reports will not take into account any periods of Service unavailability or non-compliance with performance targets as a result of Planned Outages, Scheduled Maintenance Windows or arising as a result of Excluded Events.

12 IP addresses

Any IP address assigned by FLOW for the Customer's use as part of the Service is non-portable and non-transferable. The assignment terminates immediately upon FLOW ceasing to provide the Service associated with that address to the Customer.

13 Glossary

In this Service Schedule and the Appendices, the following words and phrases have the following meanings:

Agreed Delivery Date ('ADD') is the date by which FLOW agrees to deliver Service to a particular Customer Site or implement a Configuration Change, after accepting the Customer's order. **Configuration Changes** are changes to the Service as follows:

- (i) **Hard Configuration Change** is a change to the Service provided to the Customer that may include one or more of the following:
 - (a) transfer of service from one Customer Site to another
 - (b) migrating between physical service access options (port speed or port type)
 - (c) modifications requested by the Customer to alter the Service at a Customer Site requiring physical intervention
 - (d) physical movement of a Customer Site
 - (e) removing a Customer Site from the Service
- (ii) **Soft Configuration Change** is a change to the Service provided to the Customer that does not constitute a Hard Configuration Change and may include one or more of the following:
 - (a) modification of the configuration of the Customer's VPN, at the request of the Customer, that does not require physical intervention
 - (b) modifying CoS criteria at a Customer Site
 - (c) modifying the bandwidth allocated to a CoS for a Customer Site
 - (d) increasing or decreasing the bandwidth available for the Customer's use, at the request of the Customer, if flexible bandwidth has been provided
 - (e) remote modifications requested by the Customer to alter the Service at a Customer Site conducted by FLOW and not requiring physical intervention

FLOW Core Regions are Antigua and Barbuda, Barbados, British Virgin Islands, Cayman Islands, Dominica, Grenada, Jamaica, St. Kitts and Nevis, St. Lucia, and St. Vincent and the Grenadines, Turks and Caicos and such other countries FLOW may from time to time notify to the Customer. This notice may be given by email, by statements added to or included with monthly invoices, by posting to a FLOW website or by other means selected by FLOW.

Dual Access is the type of access provided by two local loops, from the FLOW Backbone to the Customer Site for extra resilience.

Jitter is the difference in Latency between consecutive packets in a data flow.

Latency is the time it takes a packet to travel from its source to its destination.

Local Loop is a leased line or, where available, Ethernet access circuit to the FLOW Backbone.

Service Demarcation Point is the point of interconnection between the Customer's local area network (LAN) connection and the Service interface on the router.

Packet Loss is the percentage of packets that do not reach their destination over a given period of time.

Planned Outage is a temporary Service interruption necessary for FLOW to carry out essential maintenance, testing or network upgrades to the Service. FLOW shall use reasonable efforts to give the Customer at least ten (10) business days' notice of a Planned Outage.

Scheduled Maintenance Window is a regular, weekly, half-hour maintenance window of which FLOW notifies the Customer in advance from time to time. Service availability and performance may be affected during this window.

Service Commencement Date (SCD) for a Customer Site is the date when the Customer first makes use of the Service or, if earlier, the date on which FLOW first notifies the Customer that the Customer Site is capable of transmitting and receiving data over the Backbone.

Single Access is the type of access provided by a single local loop, from the FLOW Backbone to the Customer Site.

Round Trip Delay targets

Round trip delay for 56 bytes in milliseconds (ms) Between PE's

[insert applicable PEs here]

Appendix 2
FLOW IP VPN QoS
APPLICATION FORM

[insert copy of form here]

APPENDIX 3
FLOW IP VPN
QoS TARIFFS

[insert tariffs here]

SIGNED on behalf of FLOW)
by)
on the day of 20)
in the presence of:)

SIGNED on behalf of the Customer)
by)
on the day of 20)
in the presence of:)
