

This Support and Service Levels sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services. In addition, this Support and Service Levels defines the Service Credits that Customer may be eligible to in case FiberRing does not meet the performance metrics set forth herein. FiberRing's Sales Terms and Conditions, Services Specifications and policies and guidelines with respect to the use of its Services are also part of the Sales Contract and apply to the Services and any Equipment provided by FiberRing.

CHAPTER A. DEFINITIONS

1. DEFINITIONS

- 1.1. All words capitalized herein that are defined in the Sales Terms and Conditions, the Services Specifications and the Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

Aggregated Billing means the billing option whereby two (2) or more Connection Ports are charged as if it was a single Connection Port.

Authorizations means all material and applicable authorizations, leases, licenses, easements, rights of way, franchises, approvals, permits, orders, consents and other rights required for FiberRing to operate and maintain the Network and provide Services to Customer.

Burst means Customer's ability to increase the rate of transmission above the Commitment.

Commitment means the minimum data rate committed by Customer for a Connection Port or (in case of Aggregated Billing) a number of Connection Ports combined, as set forth in the Contract Overview (expressed in Megabits per second (Mbps)).

Connection Port means FiberRing provided dedicated physical connection into the Network for the use of the Customer and exchange of Customer's traffic. Customer cannot exceed the physical port size set out in the Contract Overview.

Dark Fiber means dark fiber pairs on the Network identified in the Contract Overview and delivered by FiberRing and in respect of which FiberRing grants to Customer the rights set out in herein.

Dark Fiber Availability means the total number of minutes in a calendar month minus the number of minutes of Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).

Dark Fiber Service means the service provided by FiberRing to Customer hereunder consisting of the lease of the Dark Fiber identified in the Contract Overview between the Demarcation Points. Unless otherwise agreed between Parties in writing, the Dark Fiber Service shall not include Third Party Local Access.

Demarcation Points means the handover point at which Customer shall have access to the IP Transit Service.

Direct Internet Access Service means the Service providing access to all global routes of the Internet using static routing. Unless otherwise agreed between Parties in writing, the Direct Internet Access Service shall not include Third Party Local Access.

DNS or Domain Name System means an Internet process that translates Customer specified Domain Names to their IP addresses.

Excluded Events means any interruption or suspension or degradation caused by or resulting from (i) an Event of Force Majeure; (ii) an act or omission of Customer, its employees, End Users, agents or contractors; (iii) Maintenance; (iv) any configuration by Customer of the Wavelength Service or its equipment; (v) any event related to the DNS outside the direct control of FiberRing; (vi) a suspension of the Services in accordance with the Sales Contract; (vii) any use of the Service that is in breach of the Sales Contract; (viii) a failure attributed to Customer's side of the Demarcation Points or any other Customer controlled actions or environments; (ix) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Sales Contract; (x) unauthorized changes to FiberRing's Equipment by the Customer; (xi) the failure by Customer to implement recommendations or solutions previously advised or made available by FiberRing; (xii) any incorrect or unauthorized use of the Service, or the use of the Service for a purpose for which it was not designed; (xiii) problems which cannot be reasonably re-created or examined by FiberRing; (xiv) any configuration by Customer of the Service or its equipment; and (xv); any events that are caused by the performance of third party networks, traffic exchange points including Internet networks, transit and peering connections, and public and private exchange points.

Flat Fee means a pricing structure where the IP Transit Service is charged at a fixed rate per month.

FiberRing Equipment all equipment (including spare parts) which is either owned or leased by FiberRing.

IP Transit Service means a Service providing access to all global routes of the Internet for Customer networks classified as an Autonomous System (AS), using the Border Gateway Protocol (BGP) to exchange routing information. Unless otherwise agreed between Parties in writing, the IP Transit Service shall not include Third Party Local Access.

Measured Fee means a pricing structure for the IP Transit Service where the Customer traffic is measured and the IP Transit Service is charged based on such measurements.

Maintenance means maintenance, repairs, tests, modifications or upgrades performed by or on behalf of FiberRing from time to time on the Network (or portion thereof).

Monthly Recurring Fee means the fixed recurring Service Fee invoiced by FiberRing to Customer on a monthly basis for the applicable Service (as set forth in the Contract Overview).

Protected Circuit means a Wavelength Service that has sufficient means of switching to an alternate path in order to maintain or restore the Wavelength Service in the event of an interruption on the main path.

Network Unavailability means the number of minutes that one of the following events occur on all Connection Ports for Customer: (i) Connection Ports are not responding; and/or (ii) a packet loss of more than five percent (5%) on FiberRing's Network; and/or (iii) roundtrip delay for all packets within FiberRing's Network have a latency greater than three times the Latency Target, provided that (for (i), (ii) and (iii)) such event lasts more than twenty (20) continued minutes. Network Unavailability shall not include any failure or deficiencies resulting from Excluded Events.

Service Availability means the total number of minutes in a calendar month minus the number of minutes of Network Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month, expressed as a percentage.

Third Party Local Access means the connection (e.g. cross-connect or transmission circuit), provided by a third party, between Customer's equipment and the Demarcation Point.

Unprotected Circuit means a Wavelength Service that has no means of switching to an alternate path in order to maintain or restore the Wavelength Service in the event of an interruption on the designated path.

Unavailability means a total loss of the Wavelength Service where it is not possible to transmit signals in one or both directions and which has been notified by Customer to FiberRing. Unavailability shall not include any outage or downtime resulting from Excluded Events.

Wavelength Availability means the total number of minutes in a calendar month minus the number of minutes of Unavailability suffered in a calendar month, divided by the total number of minutes in a calendar month (expressed as a percentage).

Wavelength Service means the Services consisting of the provision of fiber-optic, transponder based point-to-point connectivity over a dedicated circuit, which enables end-to-end transportation of a high capacity 1 Gbps Ethernet, 10Gbps Ethernet (LAN PHY) or 100 Gbps Ethernet signal between two Connection Ports specified in the Contract Overview. Unless otherwise agreed between Parties in writing, the Wavelength Service shall not include Third Party Local Access.

CHAPTER B. SUPPORT

2. SUPPORT REQUEST

- 2.1. Customer may initiate a request for support or report a Service Disruption (a “**Support Request**”) via the technical helpdesk via phone (+31203165168) or e-mail (noc@fiberring.com) or via the Customer Portal. A Support Request must include the following information: (i) the type of Service, (ii) the company name of Customer, (iii) a name and telephone number for immediate contact with Customer, (iv) the circuit ID of the affected Service, and (v) a clear, detailed and unambiguous description of the requested support or the Service Disruption. FiberRing may refuse a Support Request if it is not able to establish that the Support Request is made by the person authorized thereto in the Customer Portal. Customer must confirm all Support Requests it makes by means of chat or phone by sending a confirmation message by way of email or through the Customer Portal.
- 2.2. FiberRing shall provide an English-language customer support service. FiberRing will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 2.3. FiberRing shall in no event be obliged to provide any support services to End Users.

CHAPTER C. WAVELENGTH SERVICE

3. WAVELENGTH SERVICE CREDITS

- 3.1. The monthly target for the Availability Target for the Wavelength Service shall be as set forth in the table below (the “**Wavelength Availability Target**”).

SERVICE	AVAILABILITY TARGET
Protected Circuit	99.9%
Unprotected Circuit	99.3%

- 3.2. In the event that in any calendar month, the Wavelength Availability falls below the Availability Target, Customer shall be eligible to receive a Service Credit (“**Wavelength Availability Credit**”). This Wavelength Availability Credit shall be equal to 1% of the Monthly Recurring Fee for the affected Wavelength Service for the respective month for every 0.1% (or portion thereof) that the Wavelength Availability falls below the Wavelength Availability Target.
- 3.3. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Wavelength Service Fee for the affected the Wavelength Service for the respective month.

CHAPTER D. DARK FIBER

5. DARK FIBER SERVICE CREDITS

- 5.1. In the event that in any calendar month, the Dark Fiber Availability falls below 99.0% (the “**Dark Fiber Availability Target**”), Customer shall be eligible to receive a Service Credit. This Services Credit shall be equal to 1% of the monthly recurring Service Fee for the affected Dark Fiber Service for the respective month for every 0.1% (or portion thereof) that the Dark Fiber Availability falls below the Availability Target.
- 5.2. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Dark Fiber Fees for the affected the Dark Fiber Service for the respective month.

CHAPTER E. DIRECT INTERNET ACCESS

7. DIRECT INTERNET ACCESS SERVICE CREDITS

- 7.1. In the event that in any calendar month, the Direct Access Service Availability, is lower than 99.9% (the “**Service Availability Target**”), Customer shall be eligible to receive a Service Credit (the “**Service Availability Credit**”). The Service Availability Credit shall be equal to 1% of the Monthly Recurring Direct Internet Access Fee for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Service Availability Target.
- 7.2. In the event that in any calendar month, the average packet loss for Direct Internet Access Service within FiberRing’s Network, is higher than 0.2% (the “**Packet Loss Target**”), Customer shall be eligible to receive a Service Credit (the “**Packet Loss Service Credit**”). The Packet Loss Service Credit shall be equal to 1% of the Monthly Recurring Direct Internet Access Fee for the respective month for every 0.1% that the packet loss has exceeded the applicable Packet Loss Target.

- 7.3. The monthly average roundtrip delay for Customer’s packets within FiberRing’s Network shall have a latency for the following regions, as set forth in the table below (the “**Latency Target**”). In the event that in any calendar month, the average roundtrip delay for Customer’s packets within FiberRing’s Network, is higher than the Latency Target, Customer shall be eligible to receive a Service Credit (the “**Latency Service Credit**”). The Latency Service Credit shall be equal to 1% of the Monthly Recurring Direct Internet Access Fee for the respective month for every 10ms that the average monthly roundtrip delay for packets within FiberRing’s Network exceeds the Latency Target.

LATENCY TARGET

DIRECT INTERNET ACCESS	LATENCY TARGET
EU-EU	<90ms,
EU-US	<160ms

- 7.4. FiberRing will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at FiberRing’s Network. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly. 1000 UDP Datagrams will be sent with the length of 96 byte. The Connection Port will be measured with SNMP.
- 7.5. Packet Loss Service Credits, Service Availability Credits and Latency Service Credits in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 7.6. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Direct Internet Access Fee for the affected the Direct Internet Access Service for the respective month.

CHAPTER F. ETHERNET

8. ETHERNET SERVICE CREDITS

- 8.1. The availability target (the “**Ethernet Availability Target**”) for the Ethernet Service shall be as follows:

SERVICE	AVAILABILITY TARGET
Protected Circuit	99.9%
Unprotected Circuit	99.3%

- 8.2. In the event that in any calendar month, the Service Availability, is lower than the Availability Target, Customer shall be eligible to receive a Service Credit (the “**Service Availability Credit**”). The Service Availability Credit shall be equal to 1% of the Monthly Recurring Ethernet Fee for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Availability Target.
- 8.3. In the event that in any calendar month, the average packet loss for the Ethernet Service within FiberRing’s Network, is higher than 0.2% (the “**Packet Loss Target**”), Customer shall be eligible to receive a Service Credit (the “**Packet Loss Service Credit**”). The Packet Loss Service Credit shall be equal to 1% of the Monthly Recurring Ethernet Fee for the respective month for every 0.1% (or portion thereof) that the packet loss has exceeded the applicable Packet Loss Target.
- 8.4. FiberRing will measure packet loss by randomly sending UDP Datagrams to designated servers placed at FiberRing’s Network. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly. 1000 UDP Datagrams will be sent with the length of 96 byte. The Connection Port will be measured with SNMP.
- 8.5. Packet Loss Service Credits and Service Availability Credits in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 8.6. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Ethernet Fee for the affected the Ethernet Service for the respective month.

CHAPTER G. IP TRANSIT

9. IP TRANSIT SERVICE CREDITS

- 9.1. In the event that in any calendar month, the Service Availability, is lower than 99.9% (the “**Service Availability Target**”), Customer shall be eligible to receive a Service Credit (the “**Service Availability Credit**”). The Service Availability Credit shall be equal to 1% of the Monthly Recurring IP Transit Fee for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Service Availability Target.
- 9.2. In the event that in any calendar month, the average packet loss for the IP Transit Service within FiberRing’s Network, is higher than 0.2% (the “**Packet Loss Target**”), Customer shall be eligible to receive a Service Credit (the “**Packet Loss Service Credit**”). The Packet Loss Service Credit shall be equal to 1% of the Monthly Recurring IP Transit Fee for the respective month for every 0.1% (or portion thereof) that the packet loss has exceeded the applicable Packet Loss Target.
- 9.3. The monthly average roundtrip delay for Customer’s packets within FiberRing’s Network shall have a latency for the following regions, as set forth in the table below (the “**Latency Target**”). In the event that in any calendar month, the average roundtrip delay for Customer’s packets within FiberRing’s Network, is higher than the Latency Target, Customer shall be eligible to receive a Service Credit (the “**Latency Service Credit**”). The Latency Service Credit shall be equal to 1% of the Monthly Recurring IP Transit Fee for the respective month for every 10ms that the average monthly roundtrip delay for packets within FiberRing’s Network exceeds the Latency Target.

LATENCY TARGET

IP TRANSIT	LATENCY TARGET
EU-EU	<90ms,
EU-US	<160ms

- 9.4. FiberRing will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at FiberRing's Network. The packet loss and delay times will be measured during 10-minute intervals and the Service Credit will be calculated accordingly. 1000 UDP Datagrams will be sent with the length of 96 byte. The Connection Port will be measured with SNMP.
- 9.5. Packet Loss Service Credits, Service Availability Credits and Latency Service Credits in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 9.6. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring IP Transit Fee for the affected the IP Transit Service for the respective month.

CHAPTER H. SERVICE CREDIT REQUESTS

10. SERVICE CREDIT PROCEDURE

- 10.1 To initiate a claim for a Service Credit, Customer must contact FiberRing's Network Operations Centre (NOC) within five (5) Business Days after the end of the month for which the Service Credit is requested. The Service Credit request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the failed performance metric; (c) a brief description of the characteristics of the failed performance metric, and the specific FiberRing support ticket number(s) opened about the failed performance metric.
- 10.2 FiberRing will notify Customer via e-mail upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, FiberRing will issue a Service Credit to Customer's account. This Service Credit will be credited on the next invoice issued by FiberRing to Customer. FiberRing's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- 10.3 To be eligible to receive Service Credits, Customer must cooperate in good faith with FiberRing to trace the root cause of the event resulting in the failed Service Level.
- 10.4 No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- 10.5 Service Credits shall constitute Customer's sole and exclusive legal remedy against FiberRing, and shall constitute FiberRing's sole liability, in relation to, or in connection with, Service Disruptions or a failure by FiberRing to meet the service levels set forth herein, and any such Service Disruptions or failure shall not be deemed to be a breach by FiberRing under the Sales Contract.