

This Service Specifications sets out the specifications of Services provided by FiberRing, and further details Customer's and FiberRing's obligations in connection with such Services. FiberRing's Sales Terms and Conditions, Support and Service Levels and the Policies and guidelines with respect to the use of its Services are also part of the Sales Contract and apply to the Services and 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 Support and Service Levels 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. WAVELENGTH SERVICE

### 2. THE WAVELENGTH SERVICE

- 2.1. Subject to the Sales Terms and Conditions of the Sales Contract, FiberRing shall provide the Wavelength Service with effect from the Delivery Date and continuing until the cancellation or termination of the Sales Contract.
- 2.2. The Wavelength Service may be offered on a Protected Circuit or an Unprotected Circuit, as indicated on the Contract Overview.
- 2.3. Customer must ensure that its signal is framed in accordance with the recommendations in IEEE 802.3.
- 2.4. On or prior to the Delivery Date, FiberRing will test the Wavelength, or cause the Wavelength to be tested. If FiberRing deems the Wavelength to be in conformance with the Contract Overview, and the specifications set forth in Clause 2.3, FiberRing will provide a statement to Customer that the Wavelength Service is ready for Customer's use. This statement shall at least contain: (i) the Circuit ID, (ii) a detailed description of the Demarcation Points, and (iii) the connector types on both ends of the Wavelength. Customer must, within 72 hours from the receipt of the statement, provide written notice to FiberRing of its non-acceptance of the Wavelength Service on the basis that the Wavelength Service does not comply with the specifications set forth in the Contract Overview or Clause 2.3 hereof. If a notice of non-acceptance is not (timely) received by FiberRing, the Wavelength Services shall be deemed to be accepted by Customer. Upon timely receipt by FiberRing of a notice of non-acceptance, further tests of the Wavelength will be scheduled and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Wavelength for other purposes than testing purposes will be deemed to constitute acceptance of the Wavelength Service.
- 2.5. FiberRing shall obtain all required Authorizations with respect to the Order prior to the Delivery Date and shall maintain or renew all such Authorizations throughout the Term. If any Authorizations are modified or terminated, and the loss of such Authorizations prevents or materially interferes with FiberRing's control, possession and/or use of the Network or its ability to provide the Wavelength, FiberRing shall (at its determination) have the option to (i) at no additional charge to the Customer provide Customer with Wavelengths comparable to the Wavelength on alternate portions of the Network or on networks of third parties; or (ii) terminate Customer's Contract Overview and reimburse Customer a pro rata share of the Service Fees paid by Customer in respect of the unexpired Term of the Order without further obligation or liability to Customer. The foregoing will be FiberRing's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to the loss of Authorizations.
- 2.6. All FiberRing Equipment and the Network remains the sole and exclusive property of FiberRing or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such FiberRing Equipment and Network. Customer may not cause or permit any liens to be placed on the FiberRing Equipment or the Network.

### 3. SERVICE FEES

- 3.1. The Service Fees for the Wavelength Services shall include the following components:
  - a) the agreed non-recurring installation and/or setup Service Fees; and
  - b) a fixed monthly recurring Service Fees.
- 3.2. All monthly recurring Service Fees shall be payable as of the Delivery Date, and thereafter monthly in advance.

### 4. USE OF THE SERVICE

- 4.1. The Customer is solely responsible for ordering and maintaining all facilities, equipment and services necessary to use the Wavelength provided by FiberRing and for all costs and expenses incurred in relation thereto, including the installation, testing, maintenance, and operation of any equipment and facilities.
- 4.2. Customer will use the Wavelength in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, permits and governmental or non-governmental approvals necessary for the use of the Wavelength.
- 4.3. Customer shall not under any circumstance resell the Wavelength or provide access to the Network, in whole or part, to any third party. The foregoing shall not restrict Customer's right to grant to third parties the right to service capacity deriving from the use of the Wavelength in the normal course of its business.
- 4.4. FiberRing may from time to time during the Term, exchange the Wavelength(s) provided to Customer with alternative Wavelength(s) without any additional Service Fees.
- 4.5. The Customer shall: (i) not interfere, interrupt or impair the use by FiberRing or any other third party of the Network; (ii) except as agreed in writing by FiberRing, not relocate, disturb, handle or otherwise come into contact with the Wavelength, the duct(s) in which the Wavelength is located, or any other portal of FiberRing's Network; (iii) not cause damage of any nature to the Network and/or the Wavelength, including damage resulting from fiber fuse effect; (iv) follow any rules, instructions and procedures notified to Customer by FiberRing regarding the use of the Wavelength; and (v) except as agreed in writing by FiberRing, not substitute, remove, add, alter, amend or expand any cabling, writing, equipment, hardware, software, or Wavelength comprising part of or directly connected to the Network.

## CHAPTER C. DARK FIBER

### 7. THE DARK FIBER SERVICE

- 7.1. FiberRing shall provide the Dark Fiber Service with effect from the Delivery Date and continuing until the cancellation or termination of the Sales Contract.
- 7.2. All Dark Fiber Sections shall as of the Delivery Date comply with the specifications set forth in the Contract Overview.
- 7.3. On or prior to the Delivery Date, FiberRing will test the Dark Fiber, or cause the Dark Fiber to be tested. If FiberRing deems the Dark Fiber to be in conformance with the Contract Overview, and the specifications set forth in Clause 7.2, FiberRing will provide a statement to Customer that the Dark Fiber Service is ready for Customer's use. This statement shall at least contain: (i) the Circuit ID, (ii) a detailed description of the Demarcation Points, (iii) the connector types on both ends of the Dark Fiber, and (iv) the length of the Dark Fiber. Customer must, within 48 hours from the receipt of the statement, provide written notice to FiberRing of its non-acceptance of the Dark Fiber Service on the basis that the Dark Fiber Service does not comply with the specifications set forth in the Contract Overview or Clause 7.2 hereof. If a notice of non-acceptance is not (timely) received by FiberRing, the Dark Fiber Services shall be deemed to be accepted by Customer. Upon timely receipt by FiberRing of a notice of non-acceptance, further tests of the Dark Fiber will be scheduled and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Dark Fiber for other purposes than testing purposes will be deemed to constitute acceptance of the Dark Fiber Service.
- 7.4. FiberRing shall obtain all required Authorizations with respect to the Order prior to the Delivery Date and shall maintain or renew all such Authorizations throughout the Term. If any Authorizations are modified or terminated, and the loss of such Authorizations prevents or materially interferes with FiberRing's control, possession and/or use of the Network or its ability to provide the Dark Fiber, FiberRing shall (at its determination) have the option to (i) at no additional charge to the Customer provide Customer with dark fibers comparable to the Dark Fiber on alternate portions of the Network or on networks of third parties; or (ii) terminate Customer's Contract Overview and reimburse Customer a pro rata share of the Service Fees paid by Customer in respect of the unexpired Term of the Order without further obligation or liability to Customer. The foregoing will be FiberRing's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to the loss of Authorizations.
- 7.5. All FiberRing Equipment and the Network remains the sole and exclusive property of FiberRing or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such FiberRing Equipment and Network. Customer may not cause or permit any liens to be placed on the FiberRing Equipment or the Network.

### 8. SERVICE FEES

- 8.1. The Service Fees for the Dark Fiber Services shall include the following components:
  - a) the agreed non-recurring installation and/or setup Service Fees; and
  - b) a fixed monthly recurring Service Fees.
- 8.2. All monthly recurring Service Fees shall be payable as of the Delivery Date, and thereafter monthly in advance.

### 9. USE OF THE SERVICE

- 9.1. The Customer is solely responsible for ordering and maintaining all facilities, equipment and services necessary to light and use the Dark Fiber provided by FiberRing and for all costs and expenses incurred in relation thereto, including the installation, testing, maintenance, and operation of any equipment and facilities.
- 9.2. Customer will use the Dark Fiber in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, permits and governmental or non-governmental approvals necessary for the use of the Dark Fiber.
- 9.3. Customer shall not under any circumstance resell the Dark Fiber or provide access to the Network, in whole or part, to any third party. The foregoing shall not restrict Customer's right to grant to third parties the right to service capacity deriving from the use of the Dark Fiber in the normal course of its business.
- 9.4. FiberRing may from time to time during the Term, exchange the Dark Fiber(s) provided to Customer with alternative Dark Fiber(s) without any additional Service Fees. In addition, FiberRing may relocate all or any portion of the Sections provided to Customer or any facilities required to provide Customer with the Dark Fiber Service.
- 9.5. The Customer shall: (i) not interfere, interrupt or impair the use by FiberRing or any other third party of the Network; (ii) except as agreed in writing by FiberRing, not relocate, disturb, handle or otherwise come into contact with the Dark Fiber, the duct(s) in which the Dark Fiber is located, or any other portal of FiberRing's Network; (iii) not cause damage of any nature to the Network and/or the Dark Fiber, including damage resulting from fiber fuse effect; (iv) follow any rules, instructions and procedures notified to Customer by FiberRing regarding the use of the Dark Fiber; and (v) except as agreed in writing by FiberRing, not substitute, remove, add, alter, amend or expand any cabling, writing, equipment, hardware, software, or Dark Fiber comprising part of or directly connected to the Network.

## CHAPTER D. DIRECT INTERNET ACCESS SERVICE

### 13. THE DIRECT INTERNET ACCESS SERVICE

- 13.1. FiberRing shall provide the Direct Internet Access Service with effect from the Delivery Date and continuing until the cancellation or termination of the Order. Customer may, at any time during the Sales Contract Term, request an upgrade of the Direct Internet Access Service. Clause 5 of the Sales Terms and Conditions shall apply to such upgrade request.
- 13.2. On or prior to the Delivery Date, FiberRing will test the Direct Internet Access Service, or cause the Direct Internet Access Service to be tested. If FiberRing deems the Direct Internet Access Service to be in conformance with the Contract Overview and the agreed specifications, FiberRing will provide a statement to Customer that the Direct Internet Access Service is ready for Customer's use. Customer must, within 72 hours from

the receipt of the statement, provide written notice to FiberRing of its non-acceptance of the Direct Internet Access Service on the basis that the Direct Internet Access Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by FiberRing, the Direct Internet Access Services shall be deemed to be accepted by Customer. Upon timely receipt by FiberRing of a notice of non-acceptance, further tests of the Direct Internet Access Service will be scheduled and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Direct Internet Access Service for other purposes than testing purposes will be deemed to constitute acceptance of the Direct Internet Access Service.

- 13.3. FiberRing shall obtain all required Authorizations with respect to the Order prior to the Delivery Date and shall maintain or renew all such Authorizations throughout the Term. If any Authorizations are modified or terminated, and the loss of such Authorizations prevents or materially interferes with FiberRing's control, possession and/or use of the Network or its ability to provide the Direct Internet Access Service, FiberRing shall (at its determination) have the option to (i) at no additional charge to the Customer provide Customer with alternative Direct Internet Access Services; or (ii) terminate Customer's Contract Overview and reimburse Customer a pro-rata share of the Service Fees paid by Customer in respect of the unexpired Term of the Order without further obligation or liability to Customer. The foregoing will be FiberRing's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to the loss of Authorizations.
- 13.4. All FiberRing Equipment and the Network remains the sole and exclusive property of FiberRing or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such FiberRing Equipment and Network. Customer may not cause or permit any liens to be placed on the FiberRing Equipment or the Network.

#### 14. SERVICE FEES

- 14.1. Customer may elect to be invoiced on a Measured Fee basis (on a Aggregated Billing or non-Aggregated Billing) or at a Flat Fee basis. The manner of billing selected will be set forth in each Contract Overview.
- 14.2. The Service Fees for the Direct Internet Access Services shall include the following components:
- the agreed non-recurring installation and/or setup Service Fees;
  - a fixed monthly recurring Service Fees. For Direct Internet Access Services on a Measured Fee basis, this fixed monthly Service Fee shall be based on the Commitment (the "Commitment Fee"). For Direct Internet Access Services on a Flat Fee basis, this fixed monthly Service Fee shall cover the use of the Direct Internet Access Service up to the physical port size of the Connection Port(s); and
  - in case of Direct Internet Access Services on a Measured Fee basis only, a variable monthly Service Fees (the "Burst Fee") for Customer's monthly Burst. The Customer's monthly Burst is calculated as follows. The Customer's data traffic on the Connection Port, or the sum of Customer's data traffic across all Connection Ports in case Parties agreed on Aggregated Billing (as set forth in de Contract Overview), will be sampled every 5 minutes for inbound and outbound traffic separately. At the end of each calendar month, the top five percent (5%) of inbound and outbound traffic samples for the relevant month shall be discarded. The higher of the remaining 95<sup>th</sup> percentile value for inbound or outbound traffic will then constitute the Burst amount for that particular month. The Burst Fee shall be based on the pre-agreed Mbps Burst rate specified in the Contract Overview.
- 14.3. All monthly recurring Service Fees shall be payable as of the Delivery Date, and thereafter monthly in advance. The Burst Fee will be invoiced monthly in arrears.
- 14.4. Customer is not entitled to receive any restitution in the event the actual data traffic falls below the Commitment, nor is Customer entitled to transfer any unused parts of the Commitment to another month.
- 14.5. FiberRing's measuring system measures Customer's Direct Internet Access Service every 5 minutes at the Connection Port. The 5-minute average data is displayed on a daily graph. The monitoring system preserves the 5-minute average data for one month. FiberRing's invoices shall be based on this data.
- 14.6. From the Delivery Date, Customer will be granted access to the Customer Portal. In the Customer Portal, Customer will – among other – be able to monitor the daily, weekly, monthly and yearly graphs of Customer's Direct Internet Access Service.

#### 15. USE OF THE SERVICE

- 15.1. The Customer is solely responsible for ordering and maintaining all facilities, equipment and services necessary to use the Direct Internet Access Service provided by FiberRing and for all costs and expenses incurred in relation thereto, including the installation, testing, maintenance, and operation of any equipment and facilities.
- 15.2. Customer will use the Direct Internet Access Service in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, permits and governmental or non-governmental approvals necessary for the use of the Direct Internet Access Service.

#### 16. IP ADDRESS

- 16.1. FiberRing will allocate to Customer the number of IP addresses stated in the Contract Overview in strict adherence to RIPE guidelines available at [www.ripe.net](http://www.ripe.net) and subject always to RIPE's approval process.
- 16.2. FiberRing shall allocate additional IP addresses as requested by the Customer upon being provided with satisfactory documentation justifying the need for those addresses. Customer is aware that a shortage of IPv4 IPs exists. Customer shall therefore use IPv4 IPs in a conservative manner as this is being propagated by the IANA (Internet Assigned Numbers Authority) and its RIR's (Regional Internet Registries). A request by Customer for more than five (5) IPv4 IPs shall be subject to FiberRing's prior approval process. The allocation of additional IP addresses shall be subject to a monthly recurring Service Fee.
- 16.3. Upon request of Customer, FiberRing will route Customer's traffic using Customer provided IP addresses, provided that those IP addresses are allocated to the Customer by a RIR, and not through any other Internet Service Provider.
- 16.4. Customer shall not be entitled to transfer the IP addresses to another internet service provider.
- 16.5. Upon a written notice of at least two (2) months: (i) FiberRing may exchange the IP addresses that are allocated to the Customer for different IP addresses; and/or (ii) FiberRing shall be entitled to decrease the number of IP addresses allocated to Customer in the event – at FiberRing's reasonable discretion – an excessive or unnecessarily large number of IP addresses has been allocated to Customer.

16.6. FiberRing allocates IP addresses to the Customer for the duration of the Term only. After expiry or termination (for whatever reason) of the Term, FiberRing shall reallocate the IP addresses to other customers.

## CHAPTER E. ETHERNET SERVICE

### 20. THE ETHERNET SERVICE

- 20.1. FiberRing shall provide the Ethernet Service with effect from the Delivery Date and continuing until the expiration or termination of the Order.
- 20.2. On or prior to the Delivery Date, FiberRing will test the Ethernet Service, or cause the Ethernet Service to be tested. If FiberRing deems the Ethernet Service to be in conformance with the Contract Overview and the agreed specifications, FiberRing will provide a statement to Customer that the Ethernet Service is ready for Customer's use. Customer must, within 72 hours from the receipt of the statement, provide written notice to FiberRing of its non-acceptance of the Ethernet Service on the basis that the Ethernet Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by FiberRing, the Ethernet Services shall be deemed to be accepted by Customer. Upon timely receipt by FiberRing of a notice of non-acceptance, further tests of the Ethernet Service will be scheduled and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the Ethernet Service for other purposes than testing purposes will be deemed to constitute acceptance of the Ethernet Service.
- 20.3. FiberRing shall obtain all required Authorizations with respect to the Order prior to the Delivery Date and shall maintain or renew all such Authorizations throughout the Term. If any Authorizations are modified or terminated, and the loss of such Authorizations prevents or materially interferes with FiberRing's control, possession and/or use of the Network or its ability to provide the Ethernet Service, FiberRing shall (at its determination) have the option to (i) at no additional charge to the Customer provide Customer with alternative Ethernet Services; or (ii) terminate Customer's Contract Overview and reimburse Customer a pro-rata share of the Service Fee paid by Customer in respect of the unexpired Term of the Order without further obligation or liability to Customer. The foregoing will be FiberRing's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to the loss of Authorizations.
- 20.4. All FiberRing Equipment and the Network remains the sole and exclusive property of FiberRing or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such FiberRing Equipment and Network. Customer may not cause or permit any liens to be placed on the FiberRing Equipment or the Network.

### 21. SERVICE FEES

- 21.1. Customer may elect to be invoiced on a Measured Fee basis (on a Aggregated Billing or non-Aggregated Billing) or at a Flat Fee basis. The manner of billing selected will be set forth in each Contract Overview.
- 21.2. The Service Fees for the Ethernet Services shall include the following components:
- the agreed non-recurring installation and/or setup Service Fees;
  - a fixed monthly recurring Service Fees. For Ethernet Services on a Measured Fee basis, this fixed monthly Service Fee shall be based on the Commitment (the "**Commitment Fee**"). For Ethernet Services on a Flat Fee basis, this fixed monthly Service Fee shall cover the use of the Ethernet Service up to the physical port size of the Connection Port(s); and
  - in case of Ethernet Services on a Measured Fee basis only, a variable monthly Service Fees (the "**Burst Fee**") for Customer's monthly Burst. The Customer's monthly Burst is calculated as follows. The Customer's data traffic on the Connection Port, or the sum of Customer's data traffic across all Connection Ports in case Parties agreed on Aggregated Billing (as set forth in de Contract Overview), will be sampled every 5 minutes for inbound and outbound traffic separately. At the end of each calendar month, the top five percent (5%) of inbound and outbound traffic samples for the relevant month shall be discarded. The higher of the remaining 95<sup>th</sup> percentile value for inbound or outbound traffic, minus the Commitment, will then constitute the Burst amount for that particular month. The Burst Fee shall be based on the pre-agreed Mbps Burst rate specified in the Contract Overview.
- 21.3. All monthly recurring Service Fees shall be payable as of the Delivery Date, and thereafter monthly in advance. The Burst Fee will be invoiced monthly in arrears.
- 21.4. Customer is not entitled to receive any restitution in the event the actual data traffic falls below the Commitment, nor is Customer entitled to transfer any unused parts of the Commitment to another month.
- 21.5. FiberRing's measuring system measures Customer's Ethernet Service every 5 minutes at the Connection Port. The 5-minute average data is displayed on a daily graph. The monitoring system preserves the 5-minute average data for one month. FiberRing's invoices shall be based on this data.
- 21.6. From the Delivery Date, Customer will be granted access to the Customer Portal. In the Customer Portal, Customer will – among other – be able to monitor the daily, weekly, monthly and yearly graphs of Customer's Ethernet Service.

### 22. USE OF THE SERVICE

- 22.1. The Customer is solely responsible for ordering and maintaining all facilities, equipment and services necessary to use the Ethernet Service provided by FiberRing and for all costs and expenses incurred in relation thereto, including the installation, testing, maintenance, and operation of any equipment and facilities.
- 22.2. Customer will use the Ethernet Service in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, permits and governmental or non-governmental approvals necessary for the use of the Ethernet Service.
- 22.3. Customer shall not under any circumstance resell the Ethernet Service or provide access to the Network, in whole or part, to any third party.

## CHAPTER F. IP TRANSIT SERVICE

## 26. THE IP TRANSIT SERVICE

- 26.1. FiberRing shall provide the IP Transit Service with effect from the Contract Start Date and continuing until the cancellation or termination of the Sales Contract. Customer may, at any time during the Sales Contract Term, request an upgrade of the IP Transit Service. Clause 5 of the Sales Terms and Conditions shall apply to such upgrade request.
- 26.2. On or prior to the Delivery Date, FiberRing will test the IP Transit Service, or cause the IP Transit Service to be tested. If FiberRing deems the IP Transit Service to be in conformance with the Contract Overview and the agreed specifications, FiberRing will provide a statement to Customer that the IP Transit Service is ready for Customer's use. Customer must, within 72 hours from the receipt of the statement, provide written notice to FiberRing of its non-acceptance of the IP Transit Service on the basis that the IP Transit Service does not comply with the Contract Overview and the agreed specifications. If a notice of non-acceptance is not (timely) received by FiberRing, the IP Transit Services shall be deemed to be accepted by Customer. Upon timely receipt by FiberRing of a notice of non-acceptance, further tests of the IP Transit Service will be scheduled and a new Delivery Date will be set. Notwithstanding anything to the contrary, any Customer use of the IP Transit Service for other purposes than testing purposes will be deemed to constitute acceptance of the IP Transit Service.
- 26.3. FiberRing shall obtain all required Authorizations with respect to the Order prior to the Delivery Date and shall maintain or renew all such Authorizations throughout the Contract Term. If any Authorizations are modified or terminated, and the loss of such Authorizations prevents or materially interferes with FiberRing's control, possession and/or use of the Network or its ability to provide the IP Transit Service, FiberRing shall (at its determination) have the option to (i) at no additional charge to the Customer provide Customer with alternative IP Transit Services; or (ii) terminate Customer's Sales Contract and reimburse Customer a pro-rata share of the Service Fees paid by Customer in respect of the unexpired Term of the Order without further obligation or liability to Customer. The foregoing will be FiberRing's sole and exclusive liability, and Customer's sole and exclusive remedy, with respect to the loss of Authorizations.
- 26.4. All FiberRing Equipment and the Network remains the sole and exclusive property of FiberRing or its supplier and nothing contained herein shall give or convey to Customer any right, title, or interest whatsoever in such FiberRing Equipment and Network. Customer may not cause or permit any liens to be placed on the FiberRing Equipment or the Network.

## 27. SERVICE FEES

- 27.1. Customer may elect to be invoiced on a Measured Fee basis (on a Aggregated Billing or non-Aggregated Billing) or at a Flat Fee basis. The manner of billing selected will be set forth in each Contract Overview.
- 27.2. The Service Fees for the IP Transit Services shall include the following components:
  - a) the agreed non-recurring installation and/or setup Service Fees;
  - b) a fixed monthly recurring Service Fees. For IP Transit Services on a Measured Fee basis, this fixed monthly Service Fee shall be based on the Commitment (the "Commitment Fee"). For IP Transit Services on a Flat Fee basis, this fixed monthly Service Fee shall cover the use of the IP Transit Service up to the physical port size of the Connection Port(s); and
  - c) in case of IP Transit Services on a Measured Fee basis only, a variable monthly Service Fees (the "Burst Fee") for Customer's monthly Burst. The Customer's monthly Burst is calculated as follows. The Customer's data traffic on the Connection Port, or the sum of Customer's data traffic across all Connection Ports in case Parties agreed on Aggregated Billing (as set forth in de Contract Overview), will be sampled every 5 minutes for inbound and outbound traffic separately. At the end of each calendar month, the top five percent (5%) of inbound and outbound traffic samples for the relevant month shall be discarded. The higher of the remaining 95<sup>th</sup> percentile value for inbound or outbound traffic, minus the Commitment, will then constitute the Burst amount for that particular month. The Burst Fee shall be based on the pre-agreed Mbps Burst rate specified in the Contract Overview.
- 27.3. All monthly recurring Service Fees shall be payable as of the Delivery Date, and thereafter monthly in advance. The Burst Fee will be invoiced monthly in arrears.
- 27.4. Customer is not entitled to receive any restitution in the event the actual data traffic falls below the Commitment, nor is Customer entitled to transfer any unused parts of the Commitment to another month.
- 27.5. FiberRing's measuring system measures Customer's IP Transit Service every 5 minutes at the Connection Port. The 5-minute average data is displayed on a daily graph. The monitoring system preserves the 5-minute average data for one month. FiberRing's invoices shall be based on this data.
- 27.6. From the Delivery Date, Customer will be granted access to the Customer Portal. In the Customer Portal, Customer will – among other – be able to monitor the daily, weekly, monthly and yearly graphs of Customer's IP Transit Service.

## 28. USE OF THE SERVICE

- 28.1. The Customer is solely responsible for ordering and maintaining all facilities, equipment and services necessary to use the IP Transit Service provided by FiberRing and for all costs and expenses incurred in relation thereto, including the installation, testing, maintenance, and operation of any equipment and facilities.
- 28.2. Customer will use the IP Transit Service in full compliance with all applicable laws, rules and regulations and all applicable franchises, rights of way, leases, licenses, franchises and contracts and other obligations to third parties with respect to the Network. At Customer's sole cost and expense, Customer will obtain and maintain in effect during the Term all rights, leases, licenses, permits and governmental or non-governmental approvals necessary for the use of the IP Transit Service.
- 28.3. Customer shall not under any circumstance resell the IP Transit Service or provide access to the Network, in whole or part, to any third party.