



## HOSTING SOLUTIONS

### SERVICE LEVEL AGREEMENT

This Service Level Agreement sets out the specifications and performance metrics such as applicable Service Levels, response times, service windows and availability of the Services provided by 3W INFRA. In addition, this document describes the Service Credits that CUSTOMER may be eligible to in case 3W INFRA does not meet the performance metrics set forth herein. This document together with the documents and policies made available on the following website: <http://www.3winfra.com> are also part of the Agreement and apply to the Services and any Equipment provided by 3W INFRA.

3W INFRA reserves the right to unilaterally amend the conditions set out in the Service Level Agreement.

### ARTICLE A. TECHNICAL SUPPORT

#### 1. SUPPORT

- 1.1 3W INFRA shall provide an English-language customer support service. 3W INFRA will maintain engineers on duty 24 hours per day, every day of the year.
- 1.2 3W INFRA shall in no event be obliged to provide any support related services to End Users (Customers of 3W INFRA's CUSTOMERS).
- 1.3 CUSTOMER may initiate a request for Support or Remote Hands Services, or report a Service Disruption (a "Support Request") to the CUSTOMER support service via the Customer Portal or email. A Support Request must include the following information: (i) type of Service, (ii) company name, (iii) name and phone number for immediate contact with the CUSTOMER, (iv) a clear, detailed and unambiguous description of Support or Remote Hands Services requested, and (v) a detailed description of the Service Disruption (if applicable). 3W INFRA 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 be able to confirm all Support Requests it makes by way of phone, email or IM (if applicable).
- 1.4 Table 1 below sets forth the Response Time (the "Response Time Target") for (a) any Service Disruptions that have been reported by CUSTOMER to 3W INFRA in accordance with Clause 1.3 above, and (b) any request for Support Service or Remote Hands Service to be performed in accordance with Clause 1.3 above. The Response Time Targets depends (i) for Colocation Services, on the applicable Remote Hands level, and (ii) for any other Services, on the applicable Service Level.

**Table 1: Response Time Target**

REMOTE HANDS / SERVICE LEVEL	RESPONSE TIME TARGET
Basic	24 hours
Silver	4 hours
Gold	2 hours
Platinum	30 minutes

- 1.5 In the event 3W INFRA does not respond within the applicable Response Time Target, CUSTOMER shall be eligible to receive a Service Credit (the "Response Time Credit") for every full one (1) hour in excess of the maximum Response Time Target equal to 2% of the Monthly Recurring Service Level Charge or the Monthly

Recurring Remote Hands Charge (as applicable) for the respective month for the Service or Equipment affected by the Service Disruption or for which Remote Hands Services were requested (as applicable). If CUSTOMER does not pay a Monthly Recurring Service Level Charge or Monthly Recurring Remote Hands Charge (as applicable), then CUSTOMER shall not be eligible to any Response Time Credit.

- 1.6 CUSTOMER shall ensure that it will at all times be reachable by way of phone, email or IM (if applicable), specified in the Customer Portal. No Response Time Credit shall be due in case the CUSTOMER is not reachable.
- 1.7 The maximum amount of Response Time Credits that a CUSTOMER may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Service Level Charge or the Monthly Recurring Remote Hands Charge (as applicable) for the respective month for the CUSTOMER's Service or Equipment affected by the Service Disruption or for which Remote Hands Services were requested (as applicable).

## ARTICLE B. SERVICE LEVEL

### 1. SERVICE LEVEL

- 1.1 In connection with Dedicated Equipment, CUSTOMER may choose a Service Level. The Quote/Order Form/Order Confirmation shall set forth the chosen Service Level. The Service Level will determine:
  - a) the Response Times;
  - b) in connection with lease of Dedicated Equipment only, the Equipment Replacement Target.
- 1.2 If no Service Level has been chosen by CUSTOMER or was specified in the Quote/Order Form/Order Confirmation, the "Basic" Service Level shall apply by default.
- 1.3 CUSTOMER may, at any time during the Term, request an upgrade of its Service Level. Article 5 of the General Conditions shall apply to such upgrade request. The chosen Service Level may only be downgraded at the end of the Initial Term or any renewal term (as applicable).
- 1.4 The Service Level shall only apply to the Services and/or Equipment for which the Service Level was ordered (as identified in the Quote/Order Form/Order Confirmation).

### 2. SUPPORT SERVICES

- 2.1. In connection with Dedicated Equipment, 3W INFRA shall upon request of CUSTOMER, provide to CUSTOMER the following Support Services (the "Support Service" or "Support Services") free of charge:
  - a) in connection with lease of Dedicated Equipment only, 3W INFRA will perform an Equipment check to test the integrity of the memory modules and hard drives;
  - b) in connection with lease of Dedicated Equipment only, 3W INFRA shall replace defective Equipment in accordance with Article D below;
  - c) in connection with Dedicated Equipment only, 3W INFRA will (i) use commercially reasonable efforts to restore the OS originally installed by 3W INFRA to an operational state in cooperation with CUSTOMER (i.e. repair bootloader), or (ii) should it reasonably not be possible to restore the OS originally installed by 3W INFRA to an operational state, use commercially reasonable efforts to reinstall the OS. For the avoidance of doubt, 3W INFRA shall in no event be responsible or liable for any loss of data, databases or technology related to a malfunction of the OS or the restoration or reinstallation of the OS;
  - d) in connection with Dedicated Equipment only, 3W INFRA will provide root password resets;
  - e) in case of Web Hosting Services only, 3W INFRA will provide web hosting control panel and FTP password resets; and
  - f) 3W INFRA will provide correction of Network issues to restore IP Connectivity.

An up to date summary of free of charge Support Services will be made available on the following website: <http://www.3winfra.com>, or can be requested with the sales department of 3W INFRA.

- 2.2. CUSTOMER may also request 3W INFRA to perform support other than the Support Services in relation to Dedicated Equipment. This support may include providing troubleshooting, consultancy services, technical expertise, setup and configuration of application servers and clusters (including web and database servers and clusters), OS updates, performance tuning, DNS services, firewall setup, and load balancing setup.
- 2.3. 3W INFRA may accept or decline CUSTOMER's request for the support mentioned in Clause 2.2 above in its sole discretion. In case 3W INFRA declines CUSTOMER's request, CUSTOMER shall be solely responsible for the performance of such services.
- 2.4. All Support Services and support as mentioned in Clause 2.2 above are provided AS-IS and on a best efforts basis. 3W INFRA is not liable to CUSTOMER for any damage resulting from any of these Services. Unless such damage is the direct result of gross negligence or willful misconduct by 3W INFRA. Any delivery times, turnaround times or deadlines given or agreed in connected with the Support Services and support mentioned in Clause 2.2 above are target times only and 3W INFRA shall in no event be liable for any failure to meet these target times.

### 3. SERVICE LEVEL SERVICE CHARGES

- 3.1. CUSTOMER shall pay to 3W INFRA the Monthly Recurring Service Level Charge as set forth in Table 2 below.
- 3.2. In addition, 3W INFRA shall be entitled to invoice Service Charges as set forth in Table 3 below for all Support Services mentioned in Clause 2.1 above not being free of charge and support mentioned in Clause 2.2 above provided to CUSTOMER, on a time spent basis, at the prevailing 3W INFRA hourly rate for performing the particular support related services (plus its expenses related to the performance of the support mentioned in Clause 2.2 above, including any traveling expenses if applicable).
- 3.3. All support related services shall be measured and invoiced in quarter hour increments, i.e. the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 3.4. For the purpose of determining the amount of time of support provided, 3W INFRA's data shall be binding.

**Table 2: Monthly Recurring Service Level Charge**

SERVICE LEVEL	MONTHLY RECURRING SERVICE CHARGE
Basic	€ 0,00
Silver	€ 29,00
Gold	€ 49,00
Platinum	€ 69,00

**Table 3: Hourly Service Level Charge**

TIME OF DAY	HOURLY SERVICE CHARGE
Business Hours (09:00 a.m. - 06:00 p.m. CE(S)T Mon/Fri)	€ 99,00
Non-Business Hours	€ 199,00

## ARTICLE C. IP CONNECTIVITY

### 1. NETWORK PERFORMANCE

- 1.1. The monthly Network Availability of 3W INFRA's Network shall be as set forth in Table 4 below.

**Table 4: Network Availability Target**

<b>NETWORK AVAILABILITY TARGET</b>
99,999%

- 1.2. In the event that in any calendar month, the Network Availability within 3W INFRA’s Network, is lower than the Network Availability Target, CUSTOMER shall be eligible to receive a Service Credit (the “Network Availability Credit”). The Network Availability Credit shall be equal to 2% of the Monthly Recurring IP Connectivity Charge for the respective month for every 1% (or part thereof) that the Network Availability falls below the Network Availability Target.
- 1.3. 3W INFRA’s Network shall have an average monthly packet loss on CUSTOMER’s Interconnection Points no greater than the percentages (the “Packet Loss Target”) set forth in Table 5 below. In the event that in any calendar month, the average packet loss for IP Connectivity within 3W INFRA’s Network, is higher than 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 Connectivity Charge for the respective month for every 0.1% (or part thereof) that the packet loss has exceeded the applicable Packet Loss Target.

**Table 5: Packet Loss Target**

<b>PACKET LOSS TARGET</b>
0,2%

- 1.4. The monthly average roundtrip delay for CUSTOMER’s packets within 3W INFRA’s Network shall have a latency for the following regions, as set forth in Table 6 below (the “Latency Target”). In the event that in any calendar month, the average roundtrip delay for CUSTOMER’s packets within 3W INFRA’s Network for Premium IP Connectivity, 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 Connectivity Charge for the respective month for every 10ms that the average monthly roundtrip delay for packets within 3W INFRA’s Network exceeds the Latency Target.

**Table 6: Latency Target**

<b>IP CONNECTIVITY</b>	<b>LATENCY TARGET</b>
EU-EU	<90ms
EU-VS	<160ms

- 1.5. CUSTOMER shall not be entitled to any Network Availability Credits in case 3W INFRA provides IP Connectivity to CUSTOMER based on a non-redundant, therefore single Uplink Port. CUSTOMER shall refer to the Quote/Order Form/Order Confirmation.
- 1.6. 3W INFRA will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at 3W INFRA’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. CUSTOMER’s Interconnection Point in 3W INFRA’s Equipment will be measured with SNMP.
- 1.7. The Network Availability Target, Packet Loss Target, and Latency Target is calculated on an IP Connectivity Service basis. However, in case the IP Connectivity Service is offered to CUSTOMER on an aggregated basis, i.e. 3W INFRA offers one Data Traffic or Bandwidth package for a multiple Dedicated Equipment Services or Colocation Services, then (i) the Network Availability Target, Packet Loss Target, and Latency Target shall be

calculated on a per Dedicated Equipment server basis (in case of lease of Dedicated Equipment), or per rack basis (in case of Colocation Services), and (ii) for the purpose of calculating the Network Availability Credit, Packet Loss Service Credit, and Latency Service Credit (as applicable), the Monthly Recurring IP Connectivity Charge shall be prorated on the basis of the total number/amount of Dedicated Equipment or racks made available to CUSTOMER.

- 1.8. Packet Loss Service Credits, Network 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.
- 1.9. The maximum total amount of Packet Loss Service Credits, Network Availability Credits and Latency Service Credits that CUSTOMER may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring IP Connectivity Charge for the respective month.
- 1.10. No Packet Loss Service Credits, Network Availability Credits Availability Credits and Latency Service Credits shall be due in respect of any IP Connectivity Services offered as part of Web Hosting Services.

## CHAPTER D. DEDICATED EQUIPMENT

### 1. DEDICATED EQUIPMENT REPLACEMENT TIME

- 1.1. In the event 3W INFRA determines that (part of the) Dedicated Equipment is defective, 3W INFRA shall replace the defective part of such Dedicated Equipment within the Equipment Replacement Times set forth in Table 7 below.

**Table 7: Equipment Replacement Target**

SERVICE LEVEL	EQUIPMENT REPLACEMENT TARGET
Basic	12 hours
Silver	3 hours
Gold	2 hours
Platinum	2 hours

- 1.2. In the event that 3W INFRA does not repair or replace the defective Dedicated Equipment in accordance with the Equipment Replacement Target, CUSTOMER shall be eligible to receive a Service Credit (the "Equipment Replacement Credit") for every full 1 hour in excess of the Equipment Replacement Target equal to 2% of the Monthly Recurring Lease Charge for the respective month for the defective Dedicated Equipment.
- 1.3. The Equipment Replacement Target shall apply only to the following standard issue types of Dedicated Equipment: switches, servers, HDDs, RAM, CPU, NIC, and RAID controllers.
- 1.4. For defective Equipment that is leased by CUSTOMER from 3W INFRA that is not covered by the Equipment Replacement Target, 3W INFRA shall replace the defective Equipment within a reasonable period of time on a best efforts and availability basis.
- 1.5. 3W INFRA shall be entitled to replace any defective Equipment from one manufacturer with Equipment from another manufacturer, provided that the (i) technical specifications of such alternative Equipment are (in 3W INFRA's sole and absolute discretion) equal to, equivalent to, or better than the technical specifications of the replaced Equipment; and (ii) such shall not result in an increase in the Service Charges for the lease of the Equipment.
- 1.6. 3W INFRA shall in no event be required to monitor or perform regular checks to assess whether Equipment is defective.
- 1.7. The maximum amount of Equipment Replacement Credits that CUSTOMER may be eligible to in a particular month, shall be limited to 50% Monthly Recurring Lease Charge for the respective month for the defective Dedicated Equipment.

## CHAPTER E. COLOCATION SERVICES

### 1. COLOCATION TARGET AND CREDITS

1.1. The monthly target for Electricity Availability for Colocation Services shall be as set forth in Table 8 below.

**Table 8: Electricity Availability Target**

CONFIGURATION	ELECTRICITY AVAILABILITY TARGET
N+1	99,9%
2N	100%

- 1.2. In the event that in any calendar month, the Electricity Availability for Colocation Services, is lower than the Electricity Availability Target, CUSTOMER shall be eligible to receive a Service Credit (the "Electricity Availability Credit"). The Electricity Availability Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 0.1% (or part thereof) that the Electricity Availability falls below the Electricity Availability Target.
- 1.3. 3W INFRA shall maintain an air temperature within the Data Center of 24 degrees Celsius, plus or minus 5 degrees Celsius, at a point 1.5 meters from floor level and 0.5 meters from the front side of the Rack (the "Temperature Target"). This will take place by using air conditioners designed to maintain that temperature where there is an outside ambient temperature between 38 degrees Celsius and minus 15 degrees Celsius, based on the power density that is agreed in the Quote/Order Form/Order Confirmation. In the event in any month, the conditioned air for Colocation Services does not meet the Temperature Target for a consecutive period of 60 minutes (the "Temperature Threshold"), CUSTOMER shall be eligible to receive a Service Credit (the "Temperature Credit"). The Temperature Credit shall be equal to 2% of the Monthly Recurring Colocation Charge for the respective month for the affected Colocation Service for every 10 minutes that the temperature falls above or below (as applicable) the Temperature Target in excess of the Temperature Threshold.
- 1.4. CUSTOMER shall not be entitled to any Electricity Availability Credit in the event:
- Colocation Services are provided in shared Racks (rather than Private Racks);
  - Colocated Equipment is installed without redundant PSU (Power Supply Unit);
  - Dedicated Equipment is provided in shared Racks (rather than Private Racks);
  - Dedicated Equipment (including, but not limited to the Equipment stated in Clause D.1 of the Services Specification) is ordered by CUSTOMER without redundant PSU (Power Supply Unit).
- 1.5. CUSTOMER shall be solely responsible for the maintenance and support of its Colocated Equipment. 3W INFRA's sole responsibility in connection with Colocation Services shall be to use best efforts to remedy any interruption of the supply of electricity or a failure to keep the temperature within the Data Center within the Temperature Target. Any other or additional Support Services requested by CUSTOMER in connection with Colocated Equipment shall be subject to the terms set forth in Article 2 below (the "Remote Hands Services").
- 1.6. Electricity Availability Credit and Temperature Credit in connection with the same incident shall not be cumulative, but CUSTOMER will be entitled to the highest of such Service Credits.
- 1.7. The maximum total amount of Electricity Availability Credit and Temperature Credit that CUSTOMER may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Colocation Charge for the respective month for the CUSTOMER's Colocation Service affected.

### 2. REMOTE HANDS SERVICES

- 2.1. CUSTOMER may request 3W INFRA Support Services (the "Remote Hands Services") in relation to Colocation Services and the Colocated Equipment. Remote Hands Services may include: pushing a button or switching a toggle; support of planned routine maintenance; tape swaps; power cycling equipment; cable organization, cross connect inventory and labelling; observing, describing or reporting on display information on machines or

- consoles; modifying basic cable layout; running diagnostics; installation of received equipment; typing commands on a keyboard console; replacing hardware components with spares or upgrades; circuit testing.
- 2.2. Unless otherwise agreed between Parties in writing, CUSTOMER must make available to 3W INFRA, at its own costs and expense, all materials and information required in connection with Remote Hands Services.
  - 2.3. 3W INFRA may accept or decline CUSTOMER's request for Remote Hands Services in its sole discretion. In case 3W INFRA declines CUSTOMER's request for Remote Hands Services, CUSTOMER shall be solely responsible for the performance of such services.
  - 2.4. All Remote Hands Services are provided AS-IS and on a best efforts' basis. 3W INFRA is not liable to CUSTOMER for any damage resulting from any Remote Hands Services, unless such damage is the direct result of gross negligence or willful misconduct by 3W INFRA. Any delivery times, turnaround times or deadlines given or agreed in connection with Remote Hands Services are target times only and 3W INFRA shall in no event be liable for any failure to meet these target times/deadlines.
  - 2.5. 3W INFRA will maintain engineers on duty for Remote Hands Services 24 hours per day, every day of the year.

### 3. REMOTE HANDS

- 3.1. If the CUSTOMER has ordered a Remote Hands Services level (a "Remote Hands"), and such Order has been accepted by 3W INFRA, the Support Services mentioned in Clause E 2.1 cannot be declined by 3W INFRA.
- 3.2. Subject to the Change Order Procedure, CUSTOMER shall be entitled to request an upgrade or downgrade of the Remote Hands level. 3W INFRA may accept or decline this request for the upgrade or downgrade in its sole and absolute discretion.
- 3.3. If no Remote Hands Service is ordered by CUSTOMER or was specified in the Quote/Order Form/Order Confirmation, CUSTOMER will, in connection with its Colocation Services, by default receive Remote Hands Services on the basis of 3W INFRA's level "Basic".
- 3.4. CUSTOMER may, at any time during the Term, request an upgrade of its Remote Hands level. Article 5 of the General Conditions shall apply to such upgrade request. The chosen Remote Hands level may only be downgraded at the Initial Term or a renewal term (as applicable).

### 4. SERVICE CHARGES FOR REMOTE HANDS

- 4.1. CUSTOMER shall pay to 3W INFRA the Monthly Recurring Remote Hands Charge as set forth in Table 9 below.
- 4.2. In addition, 3W INFRA shall be entitled to invoice Service Charges as set forth in Table 10 below for all Remote Hands Services provided to CUSTOMER on a time spent, basis, at the prevailing 3W INFRA hourly rate for performing the particular Remote Hands Services (plus its expenses related to the performance of the Remote Hands Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Remote Hands.
- 4.3. All Remote Hands Services mentioned in Clause 4.2 above shall be measured and invoiced in economical quarter hour increments, the number of minutes required to complete the task rounded up to the next quarter hour, regardless of the level of complexity required to complete the assignment.
- 4.4. For the purpose of determining the amount of time of Remote Hands Services provided, 3W INFRA's data shall be binding.

**Table 9: Monthly Recurring Remote Hands Charge**

SERVICE LEVEL	MONTHLY RECURRING SERVICE CHARGE
Basic	€ 0,00
Silver	€ 79,00
Gold	€ 149,00
Platinum	€ 299,00

**Table 10: Hourly Service Level Charge**

<b>TIME OF DAY</b>	<b>HOURLY SERVICE CHARGE</b>
Business Hours (09:00 a.m. - 06:00 p.m. CE(S)T Mon/Fri)	€ 99,00
Non-Business Hours	€ 199,00

## **CHAPTER F. SERVICE DISRUPTION**

### **1. SERVICE DISRUPTION**

- 1.1. Immediately on becoming aware of a Service Disruption, CUSTOMER shall notify 3W INFRA by email of the Service Disruption and shall provide 3W INFRA with the appropriate information in accordance with Clause A 1.3 of the Service Level Agreement.
- 1.2. Following notification by CUSTOMER, 3W INFRA shall:
  - a) Notify CUSTOMER of estimated timescale for restoration of the affected Services, on 3W INFRA's website or via email;
  - b) Use the best endeavors to end the Service Disruption and to restore the affected Services;
  - c) Provide CUSTOMER with information updates on its progress to end the Service Disruption.
- 1.3. Instead of restoring a Service, 3W INFRA may elect to (temporarily) substitute such affected Service by a reasonable equivalent Service.
- 1.4. In the event of a Service Disruption, CUSTOMER may be entitled to compensation in the form of a Service Credit as specified in the Service Level Agreement.

### **2. MAINTENANCE**

- 2.1. 3W INFRA reserves the right to suspend the Services and may suspend CUSTOMER's right to access to the Equipment in order to perform Maintenance.
- 2.2. CUSTOMER acknowledges that 3W INFRA will from time to time have to perform Maintenance in order to ensure a proper performance of the Network, Data center and the Services, and that such Maintenance may affect the provision of the Services to CUSTOMER.
- 2.3. If 3W INFRA expects scheduled Maintenance, referred to in Clause F 2.2, to affect the provision of the Services and/or access to the Equipment, 3W INFRA shall:
  - a) To the extent reasonably possible – provide at least two (2) days prior notice to CUSTOMER of the intended Maintenance;
  - b) To the extent reasonably practicable – schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on CUSTOMER's use of the Services and/or access to the Equipment; and
  - c) Endeavor to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or CUSTOMER's access to the Equipment as short as possible.
- 2.4. If 3W INFRA does not expect scheduled Maintenance, referred to in Clause F 2.2, 3W INFRA shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 2.5. CUSTOMER acknowledges that 3W INFRA may from time to time have to perform non-scheduled Maintenance, in order to prevent an Emergency. 3W INFRA shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 2.6. CUSTOMER acknowledges that 3W INFRA, or a third party, will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.



### 3. RELOCATION

- 3.1. CUSTOMER acknowledges that 3W INFRA's ability to grant CUSTOMER a license to use the Housing Space, as well as 3W INFRA's ability to provide (other) Services, are subject to the provisions of Facility Agreement(s).
- 3.2. 3W INFRA reserves the right to relocate the Housing Space, as well as the right to suspend the Services in connection with such relocation.
- 3.3. 3W INFRA shall give prior written notice to CUSTOMER of the intended relocation, taking into account a notice period of at least thirty (30) days, unless such notice cannot reasonably be expected from 3W INFRA.
- 3.4. In the events that 3W INFRA elects to relocate the Housing Space, CUSTOMER shall be required to relocate the Colocated Equipment to the new/alternative Housing Space designated by 3W INFRA.
- 3.5. In case the relocation of the Colocated Equipment is performed by CUSTOMER, as referred to in Clause F 3.4, 3W INFRA may provide compensation to CUSTOMER for any reasonable costs, to be determined by 3W INFRA, incurred by CUSTOMER as a result of the relocation, excluding the costs of any new interconnections that CUSTOMER may require or the procurement, delivery, and/or installation of any duplicate Colocated Equipment and/or Housing Space required to accomplish the relocation.
- 3.6. Without prejudice to Clause F 3.4, 3W INFRA may – at its sole discretion- decide to relocate the Colocated Equipment for and on behalf of the CUSTOMER, provided that 3W INFRA in such case: (i) notify CUSTOMER thereof simultaneously with its notification of the intended relocation of the Housing Space; and (ii) to the extent practicable, coordinate the relocation of the Colocated Equipment with CUSTOMER.
- 3.7. Clause F 3 does not apply in the event that 3W INFRA elects to relocate the Services, including but not limited to Housing Space, within the same Data Center. In such an event 3W INFRA may decide to schedule Maintenance in accordance with Clause F 2.

## CHAPTER G. SERVICE CREDIT REQUESTS

### 1. SERVICE CREDIT PROCEDURE

- 1.1. To initiate a claim for a Service Credit, CUSTOMER must contact 3W INFRA's sales department 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 (d) the specific 3W INFRA support ticket number(s) opened about the failed performance metric.
- 1.2. 3W INFRA will notify CUSTOMER via email upon resolution of the request. If rejected, the notification will specify the basis for rejection. If approved, 3W INFRA will issue a Service Credit to CUSTOMER's account. This Service Credit will be credited on the next invoice issued by 3W INFRA to CUSTOMER. 3W INFRA's records and data shall be the basis for all calculations and determinations in respect of Service Credits.
- 1.3. To be eligible to receive Service Credits, CUSTOMER must cooperate in good faith with 3W INFRA to trace the root cause of the event resulting in the failed Service Level.
- 1.4. No Service Credit shall be due in case the failed performance metric results from or is caused by Excluded Events.
- 1.5. Service Credits shall constitute CUSTOMER's sole and exclusive legal remedy against 3W INFRA, and shall constitute 3W INFRA's sole liability, in relation to, or in connection with, Service Disruptions or a failure by 3W INFRA to meet the Service Levels set forth herein, and any such Service Disruptions or failure shall not be deemed to be a breach by 3W INFRA.

1. DEFINITIONS

1.1 All words herein that are defined in the General Conditions, the Service Specifications and the 3W INFRA Policies shall have the meaning assigned to them therein; other words shall have the following meaning:

**Data Center** a data center out of which or within which 3W INFRA provides Services.

**Customer Portal** means the online portal available for the CUSTOMER operated by 3W INFRA, available at an website identified by 3W INFRA.

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

**Electricity Unavailability** means the number of minutes that a failure of the transmission of electricity to both electrical outlets of CUSTOMER's rack, suite or cage occurs. Electricity Unavailability shall not include any failure resulting from Excluded Events.

**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) Tests, Maintenance, relocation; (iv) any failure to correctly perform a Cloud Console Test Transaction and/or a Platform Test due to a technical malfunction, Maintenance or otherwise, (iv) a suspension of Services in accordance with the General Conditions, (v) any exercise by 3W INFRA of its rights or remedies under the Agreement, (vi) Denial-of-Service (DoS) attacks, Distributed-Denial-of-Service (DDoS) attacks or Distributed-Reflected-Denial-of-Service (DRDoS) attacks by a third party or third parties that results in an unaccounted peak in data traffic, or other attacks by a third party or third parties that result in the Service becoming wholly or partly unavailable, (vii) any use of the Service or Equipment that is in breach of the Agreement, (viii) any failure of CUSTOMER controlled actions or environments, (ix) virus or malware, (x) any successful or unsuccessful hack attempts, (xi) any event that occurs during a period during which the CUSTOMER is in breach of its payment obligations under the Agreement, (xii) unauthorized changes to 3W INFRA's Equipment or Instance by the CUSTOMER, and (xiii) any event resulting from CUSTOMER's consumption of electricity exceeding the Basic Power (specified in the Quote/Order Form/Order Confirmation), (xiv) any event resulting from CUSTOMER's consumption of Data Traffic or Bandwidth exceeding the Committed Data Traffic or the Committed Bandwidth (specified in the Quote/Order Form/Order Confirmation), (xv) the failure by CUSTOMER to implement recommendations or solutions previously advised or made available by 3W INFRA, (xvi) any incorrect or unauthorized use of the Service, or the use of the Service for a purpose for which it was not designed, (xvii) any interaction between the Service, the Instance, the Equipment and any other software, hardware or third party service, (xviii) problems which cannot be reasonably re-created or examined by 3W INFRA, and/or (xix) any configuration by CUSTOMER of the Service or the Equipment..

**Equipment Replacement Time** means the period of time measured from the time 3W INFRA engineers identify the source of the defective Equipment, until the moment 3W INFRA physically replaces the defective Equipment, excluding any time spent communicating with CUSTOMER regarding permissions or instructions.

**Facility Agreement** means any lease, license and/or other agreement executed by and between 3W INFRA and a third party, further to which 3W INFRA is entitled to use a Data Center and to grant CUSTOMER a license to use the Housing Space within the Data Center.

**Housing Space** means the racks or cabinets, footprints, cages, suites and/or other areas, designated as such by 3W INFRA within the data Center or in such other places which 3W INFRA may from time to time designate and specify in the Services Specification or the Quote/Order Form/Order Confirmation.

**Maintenance** means maintenance, repairs, modifications or upgrades performed by 3W INFRA, or a third party, from time to time to its Infrastructure.

**Maintenance Window or Service Window** means the time frame in which 3W INFRA schedules the Maintenance. Unless specifically agreed otherwise in writing by the Parties, the Maintenance is every day, and can be scheduled 24/7.

**Monthly Recurring Colocation Charge** means the fixed recurring Service Charge invoiced by 3W INFRA to CUSTOMER on a monthly basis for the Colocation Services (as set forth in the Quote/Order Form/Order Confirmation).

**Monthly Recurring IP Connectivity Charge** means the fixed recurring Service Charge invoiced by 3W INFRA to CUSTOMER on a monthly basis for the IP Connectivity Service (as set forth in the Quote/Order Form/Order Confirmation or 3W INFRA's invoices), exclusive of any variable charges based upon CUSTOMER usage.

**Monthly Recurring Remote Hands Charge** means the fixed recurring Service Charge invoiced by 3W INFRA to CUSTOMER on a monthly basis for the Remote Hands (as set forth in the Quote/Order Form/Order Confirmation).

**Monthly Recurring (Lease) Charge** means the fixed recurring Service Charge invoiced by 3W INFRA to CUSTOMER on a monthly basis for the Lease of Dedicated Equipment (as set forth in the Quote/Order Form/Order Confirmation).

**Monthly Recurring Service Level Charge** means the fixed recurring Service Charge invoiced by 3W INFRA to CUSTOMER on a monthly basis in connection with the chosen Service Level by CUSTOMER (as set forth in the Quote/Order Form/Order Confirmation).

**Network 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).

**Network Unavailability** means the number of minutes that one of the following events occur on all Interconnection Points for CUSTOMER: (i) Interconnection Points are not responding; and/or (ii) a packet loss of more than five percent (5%) on 3W INFRA's Network; and/or (iii) roundtrip delay for all packets within 3W INFRA'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.

**RFS Date** means the ready for service date, i.e. the date as of which 3W INFRA enables CUSTOMER to use the Services for the first time.

**Response Time** means the period of time measured from the time 3W INFRA receives a Support Request by email or through the Customer Portal mentioned in Clause A. 1.3, until the moment a 3W INFRA support engineer acknowledges receipt of such request to CUSTOMER.

**Service Disruption** means an interruption or degradation in the provision of one or more Services by 3W INFRA to CUSTOMER, provided that such interruption or degradation is not the result of an Excluded Event.

**Service Credit** means a credit, calculated in accordance with the Service Level Agreement, applied to CUSTOMER's account, and to be used as credit against future invoices.

**Test** means the trial or test performed on the Network in order to verify and ensure the proper performance thereof.