



## HOSTING SOLUTIONS

### SERVICES SPECIFICATION

This Services Specification sets out the specifications of Services provided by 3W INFRA, and further details CUSTOMER'S and 3W INFRA'S obligations in connection with such Services. 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 Services Specification.

### ARTICLE A. IP CONNECTIVITY

#### 1. SERVICES

- 1.1 CUSTOMER'S choice of IP Connectivity is specified in the Quote.
- 1.2 CUSTOMER may resell the IP Connectivity specified in the Quote to its end users.
- 1.3 CUSTOMER is not allowed to use connections to Colocated Equipment in the Housing, or any Equipment leased from 3W INFRA other than the IP Connectivity and other connections from 3W INFRA, without the prior written approval of 3W INFRA.
- 1.4 IP Connectivity can only be used in the applicable month and cannot be transferred to Equipment other than defined in the Quote.

#### 2. BANDWIDTH AND DATA TRAFFIC

- 2.1 3W INFRA offers IP Connectivity based on Data Traffic and Bandwidth.
- 2.2 Bandwidth is offered on the basis of a Measured Fee and on the basis of a Flat Fee. Data Traffic is only offered on the basis of a Measured Fee.
- 2.3 In the event Parties have agreed to a Flat Fee, CUSTOMER is given a Bandwidth for use, with a maximum speed in Mbps, which it cannot exceed (port configuration speed) and is not entitled to exceed.
- 2.4 A Measured Fee shall be based on the higher of 95th Percentile of inbound and 95th Percentile outbound traffic at CUSTOMER'S Interconnect Point.
- 2.5 Extra Bandwidth or Extra Data Traffic will only be charged in the event that the Parties have agreed to a Measured Fee. In such case, 3W INFRA will be entitled to payment by CUSTOMER of additional Service Charges, in accordance with the 'surcharge rate' (also known as overage or overusage) specified in the Quote, or in the absence thereof, in accordance with 3W INFRA standard rates.
- 2.6 CUSTOMER is not entitled to receive any restitution in the event the Actual Data Traffic or Actual Bandwidth falls below the Committed Data Traffic or Committed Bandwidth respectively, nor is CUSTOMER entitled to transfer any unused parts of the Committed Data Traffic or Committed Bandwidth to another month.

#### 3. UPGRADE / DOWNGRADE / SWITCH

- 3.1 CUSTOMER shall be entitled to request an upgrade/downgrade/switch with respect to IP Connectivity. This is also known as a Request for Change (RFC).

- 3.2 Subject to 3W INFRA having sufficient capacity at the time of CUSTOMER's request, and without prejudice to the provisions of the RFC, CUSTOMER shall be allowed to upgrade the Committed Data Traffic or Committed Bandwidth at any time. If 3W INFRA has determined that it has sufficient capacity to accept CUSTOMER'S request, the upgrade will become effective: (a) the first day of the month in which 3W INFRA has accepted CUSTOMER'S request; or (b) the first day of the month following the month in which 3W INFRA has accepted CUSTOMER'S request.
- 3.3 CUSTOMER is allowed to downgrade the Committed Data Traffic or Committed Bandwidth at the end of the Initial Term or renewal term of the applicable Order.
- 3.4 Without prejudice to the generality of the provisions set out above in Clause 3.1, CUSTOMER shall not be entitled to switch between Data Traffic and Bandwidth, unless such switch has been accepted in writing by 3W INFRA.

#### **4. MONITORING AND BILLING**

- 4.1 3W INFRA's monitoring system measures CUSTOMER's IP Connectivity every 5 minutes at the Interconnection Point. The 5-minute average data is displayed on a daily graph. The monitoring system preserves the 5-minute average data for 1 month. 3W INFRA's invoices shall be based on this data.
- 4.2 Data Traffic: the data traffic samples show the number of bytes passed through CUSTOMER's Interconnect Point. All inbound and outbound traffic at CUSTOMER's Interconnect Point in that month are added up to make a sum. CUSTOMER is billed on a volume basis; i.e. total GB delivered.
- 4.3 Bandwidth: the monthly bandwidth is used as the basis for the rate for that month. CUSTOMER is billed on a bandwidth basis. This is either a Flat Fee or a Measured Fee.
- 4.4 From the RFS Date, 3W INFRA can make the graph available to CUSTOMER upon its request.

#### **5. USE OF IPS**

- 5.1 IP Connectivity includes a number of IPs (the "IPs") as specified in the Quote. CUSTOMER can request more IPs, at an extra cost.
- 5.2 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 3W INFRA's approval.
- 5.3 CUSTOMER shall only use the IPs that have been assigned by 3W INFRA to CUSTOMER.
- 5.4 3W INFRA provides the IPs on a temporary basis. CUSTOMER will only have the temporary right of use and shall not be entitled to transfer the IPs to another internet service provider. Upon a written notice of at least one (1) month:(i) 3W INFRA may exchange the IPs that are being used by CUSTOMER for different IPs; and/or (ii) in the event of abuse of IPs and/or in the event – in 3W INFRA's reasonable discretion – an excessive or unnecessarily large number of IPs has been provided for use to CUSTOMER, 3W INFRA shall be entitled to decrease such number of IPs that may be used by CUSTOMER.

### **ARTICLE B. EQUIPMENT**

#### **1. EQUIPMENT**

- 1.1 With respect to all Dedicated Equipment, 3W INFRA shall - in the performance of an Order - be entitled to provide CUSTOMER with Equipment from another manufacturer than the manufacturer indicated, provided that (i) the technical specifications of such alternative Equipment are (in 3W INFRA's sole determination) equal

to, or equivalent to, or better than the technical specifications of the Equipment specified in the Quote; and (ii) this shall (unless otherwise agreed) not result in an increase in the Service Charges for lease of the Dedicated Equipment.

- 1.2 In respect of Dedicated Equipment provided by 3W INFRA, the Initial Installation will be performed by 3W INFRA on a best efforts basis. 3W INFRA is not liable to CUSTOMER for any damage resulting from any incorrect Initial Installation unless such damage is the direct result of gross negligence or willful misconduct on the part of 3W INFRA.
- 1.3 Subject only to Clause 1.1 CUSTOMER shall as of the approval date referenced in Clause 6.4 of the General Conditions be fully and solely responsible for any corrective and preventive maintenance, installation, updating, monitoring and configuration of the software installed on the Dedicated Equipment.

## ARTICLE C. RACKSPACE

### 1. HOUSING

- 1.1 3W INFRA licenses Housing set forth in the Quote to CUSTOMER subject to the terms and conditions herein, for the purpose of installing, operating, and maintaining Colocated Equipment therein.
- 1.2 CUSTOMER's use of the Housing shall be subject at all times to this Chapter and the conduct standards and operational procedures for the Data Center as amended from time to time and as published and/or made available to CUSTOMER by 3W INFRA in writing. CUSTOMER shall ensure that its employees, agents, contractors, End Users and invitees will receive and will comply with these standards and procedures.
- 1.3 CUSTOMER shall not sublicense or resell or otherwise grant any rights to any third party, further to which the third party would be permitted to install or operate equipment in the Housing for its own benefit, without written consent from 3W INFRA.
- 1.4 CUSTOMER shall not place its logo or any signs on or in the Data Center or Housing without the prior written consent of 3W INFRA, which 3W INFRA may withhold in its sole discretion.
- 1.5 Housing that is not being used by CUSTOMER can be used by 3W INFRA for other purposes than operating Colocated Equipment. Upon a two (2) business day notice by email, 3W INFRA will remove 3W INFRA's Equipment.
- 1.6 CUSTOMER shall not be entitled to use or place its own Rack, except with 3W INFRA's prior written consent. Should 3W INFRA grant such consent, CUSTOMER shall ensure that its Rack complies with 3W INFRA's standards, and shall be placed on the Footprint indicated by 3W INFRA.
- 1.7 CUSTOMER shall in no event modify, move, disconnect, replace, or remove any equipment, fixture, or other property of 3W INFRA or any other party in the Data Center. In the event that CUSTOMER violates the obligations under this Clause, CUSTOMER shall, without a notice of default being required, forfeit an immediately due and payable penalty of EUR 25,000 (twenty-five thousand euro) for each such violation, notwithstanding any other rights 3W INFRA may have, such as the right to terminate this Agreement and/or the right to claim performance and/or compensation for damages suffered.
- 1.8 CUSTOMER shall give 3W INFRA a written notice by email of at least two (2) business days before removing Colocated Equipment from the Housing. 3W INFRA has the right, but not the obligation, to investigate whether the CUSTOMER is authorized to remove Colocated Equipment from the Housing. 3W INFRA may also prevent CUSTOMER from removing any Colocated Equipment if CUSTOMER is in breach of its payment obligations under the Agreement.

### 2. INSTALLATION

- 2.1 CUSTOMER may request 3W INFRA to provide Remote Hands Services consisting of the installation of the Colocated Equipment in the Housing or performance of the Initial Installation on the Colocated Equipment.

- 2.2 CUSTOMER shall not make any alterations to the Housing or the Data Center or make construction changes or material alternations to the interior or exterior portions of the Housing or the Data Center.
- 2.3 CUSTOMER shall ensure that all Colocated Equipment shall be rack-mountable, meet industry standards and comply with any applicable safety and other legislation and regulations. In the event in 3W INFRA's opinion the Colocated Equipment causes an Emergency, 3W INFRA shall be entitled to immediately remove such Colocated Equipment without prior notice or warning to CUSTOMER and without incurring any liability towards CUSTOMER.

### **3. ACCESS / ACCESS PROCEDURE**

- 3.1 Subject to the access and security rules in effect for the Data Center, CUSTOMER shall have access to the Housing and Colocated Equipment. CUSTOMER can request access via the procedure outlined in this Chapter.
- 3.2 CUSTOMER is responsible for all persons that receive access on behalf of CUSTOMER.
- 3.3 CUSTOMERS with 24/7 access shall give 3W INFRA at least one (1) hours' notice of its need to gain access to the Housing.
- 3.4 CUSTOMER shall provide 3W INFRA with a list of persons authorized for access to the Housing and Colocated Equipment, which CUSTOMER may amend from time to time upon written notice to 3W INFRA.
- 3.5 3W INFRA may require, at its sole discretion, that a 3W INFRA representative escorts any representative of CUSTOMER accessing the Housing. Also, the facility rules and regulations of the Data Center may provide that the owner or lessor of the Data Center may require that one of its staff escorts any representative of CUSTOMER accessing the Housing.
- 3.6 CUSTOMER shall identify itself at the reception of the Data Center by showing a valid ID (e.g., driver's license, passport and country ID) and explaining the purpose of the visit. The reception will hand over a temporary access card. CUSTOMER will at all times during the visit wear the temporary access card fully visible.
- 3.7 CUSTOMER will only open the Rack that holds Colocated Equipment. If available, CUSTOMER shall be allowed to use 3W INFRA's tools and/or monitor cart.
- 3.8 CUSTOMER will never remove or disconnect any other Equipment than its own Colocated Equipment. Should CUSTOMER require to (re)move or disconnect another party's Equipment to service its own Equipment, CUSTOMER shall contact 3W INFRA and request 3W INFRA's instructions prior to any such movement, removal and/or disconnection, taking into account a 48-hour notice period.
- 3.9 CUSTOMER will not perform tests that may cause harm or damage to – or interfere with – the 3W INFRA Network, the Housing and/or the Data Center.
- 3.10 CUSTOMER will ensure to lock the Rack before leaving.
- 3.11 Before leaving, CUSTOMER will - at the reception – hand in the temporary access card. Failure to do so may result in a Service Charge.

### **4. INTERCONNECTIONS**

- 4.1 CUSTOMER is not allowed to install and/or have installed any connection other than the connection that has been installed and approved by 3W INFRA. CUSTOMER may request to 3W INFRA in writing that 3W INFRA permit another provider with or without a presence in the Data Center to establish a connection to the Housing. 3W INFRA may grant or deny any such request in its sole discretion.
- 4.2 In-Data Center Cross-Connects: All physical interconnections to and from Colocated Equipment within the Data Center shall be made by 3W INFRA. CUSTOMER may request 3W INFRA to make interconnections between Colocated Equipment and (a) 3W INFRA's equipment; (b) the equipment of any local telecommunication service providers in the Data Center; and/or (c) the equipment of any CUSTOMER or provider of CUSTOMER's located in the Data Center. 3W INFRA may accept or decline CUSTOMER's request in its sole discretion. 3W INFRA shall charge CUSTOMER for the cost of all interconnections, as an additional Service Charge. CUSTOMER shall

coordinate with 3W INFRA in the exchange of technical information relating to its interconnection requirements in order for 3W INFRA to provide and install the relevant interconnect facilities. CUSTOMER agrees to provide 3W INFRA with at least ten (10) days prior written notice of any interconnection required by CUSTOMER. 3W INFRA shall use its best efforts to perform interconnections within fifteen (15) business days after receipt of an interconnection Service Request from CUSTOMER, subject to its acceptance of such request.

- 4.3 Local Loop Installation Support: With regard to local loops not related to CUSTOMER's use of data services purchased by CUSTOMER from 3W INFRA, CUSTOMER may request 3W INFRA to order and install local loop connections between Colocated Equipment and local exchange or competitive providers in the Data Center. 3W INFRA may accept or decline CUSTOMER's request in its sole discretion. 3W INFRA will charge CUSTOMER an additional Service Charge for local loop installation services, and for the interconnection.
- 4.4 Local Loop Provisioning Service: In order to utilize data services purchased by CUSTOMER from 3W INFRA, CUSTOMER may request 3W INFRA to order, provide, and manage local loop connections between Colocated Equipment and local exchange or competitive access providers in the Data Center. 3W INFRA may accept or decline CUSTOMER's request in its sole discretion.
- 4.5 With respect to interconnections with local telecommunications providers, CUSTOMER may interconnect Colocated Equipment only with those local telecommunications providers with a presence in the Data Center. CUSTOMERS may request 3W INFRA to permit a local provider without a presence in the Data Center to establish a presence in the Housing. 3W INFRA may grant or deny any such request in its sole discretion. 3W INFRA must coordinate all such connections with the Data Center owner/lessor/licensor. 3W INFRA cannot guarantee that the Data Center owner/lessor/licensor will cooperate in permitting additional local telecommunications company's access to the Data Center. If 3W INFRA approves CUSTOMER's request, 3W INFRA shall manage the implementation of the local presence of 3W INFRA's Telecom providers in the Housing at CUSTOMER's sole cost and expense, plus a predefined project management fee.
- 4.6 CUSTOMER shall provide 3W INFRA with a cable run-out listing that contains details of every cable type used in CUSTOMER's interconnections within the Housing and the Data Center, and the termination points of such interconnections.
- 4.7 All cabling and connections up to the Interconnection Point (CUSTOMER's network) are the responsibility of the CUSTOMER and shall be performed by CUSTOMER. All cabling and connections from the Interconnection Point are the responsibility of 3W INFRA and shall be performed by 3W INFRA.

## 5. SERVICE INTERRUPTIONS

- 5.1 In case of an interruption or failure of any of the electrical power, back-up power, and/or HVAC serving the Housing and/or Colocated Equipment (the "Power & Cooling Services"), 3W INFRA shall use commercially reasonable efforts to restore the affected Services as soon as possible. If 3W INFRA elects, it may substitute reasonably equivalent Services. Notwithstanding the foregoing, CUSTOMER understands and agrees that the utility systems (including the provision and maintenance of a back-up generator, electrical system and equipment, and heating, ventilating and air-conditioning system and equipment) serving the Data Center and the Housing may be the responsibility of third parties from whom 3W INFRA leases or licenses the Data Center, and that such systems are not within 3W INFRA's responsibility or control. Accordingly, CUSTOMER agrees that the Data Center specifications provided to CUSTOMER by 3W INFRA are targets only, which 3W INFRA shall use its best efforts to achieve. 3W INFRA shall have no liability to CUSTOMER for the unavailability, or failure of the Power & Cooling Services or any utility or other system serving the Data Center and/or the Housing, other than the Service Credits as described in the Service Level Agreement.

## 6. DAMAGE; REPAIR

- 6.1 CUSTOMER shall be responsible to reimburse 3W INFRA for the costs of any damage or destruction caused by CUSTOMER, its employees, agents, End Users, contractors, or invitees to the Housing, or the Data Center, or to the property of 3W INFRA or any third party. CUSTOMER shall reimburse all such amounts to 3W INFRA within five (5) business days of receipt of an invoice for such charges from 3W INFRA. Notwithstanding the foregoing, CUSTOMER shall not be responsible for reasonable wear and tear to the Housing caused by CUSTOMER's occupancy and use thereof pursuant to this Chapter.
- 6.2 CUSTOMER shall immediately report any damage or destruction to Housing, the Data Center, or to the property of 3W INFRA or any third party, to 3W INFRA.
- 6.3 If the Housing becomes damaged by fire or another casualty, or if CUSTOMER's use of the Housing is interfered with due to damage to the Data Center, the Services Charges for the Colocation Services payable by CUSTOMER shall abate or be reduced proportionately for the period in which, by reason of such damage, there is substantial interference with CUSTOMER's use of the Housing, having regard to the extent to which CUSTOMER may be required to discontinue its use of the Housing. Such abatement or reduction shall end if and when (i) 3W INFRA has substantially restored the Housing (exclusive of CUSTOMER's fixtures, furnishings, Colocated Equipment and the like or work performed therein by CUSTOMER) to substantially the condition in which the Housing was in prior to such damage; and/or (ii) the interference with CUSTOMER's use of the Housing has been eliminated. If the damage cannot reasonably be repaired within thirty (30) days from date on which the damage occurred, or if any part of the Housing, or those parts of the Data Center providing access to Housing, is taken by an exercise of the right of eminent domain, then either party shall have the right to terminate the Order by giving written notice to the other of its election so to do.
- 6.4 CUSTOMER shall immediately report any damage or destruction to Equipment that is not CUSTOMER's property to 3W INFRA.

## 7. SPECIFICATIONS

- 7.1 Data Center locations:
  - 7.1.1 AMS DC-01: Lemelerbergweg 28, 1101 AH, Amsterdam, the Netherlands (Equinix AM11 International Business Exchange).
- 7.2 Housing:
  - 7.2.1 CUSTOMER Rack: W x D = 60cm x 100cm x 47U.
  - 7.2.2 CUSTOMER Rack Unit: A number of U as part of a CUSTOMER Rack specified in the Quote.
  - 7.2.3 3W INFRA Rack: W x D = 60cm x 100cm x 47U.  
U = approximately 4,5cm; A 3W INFRA Rack may be used to provide Housing to more than one (1) CUSTOMER.
- 7.3 Fire detection and suppression system:
  - 7.3.1 Provision of a fire detection and suppression system.
- 7.4 Power:
  - 7.4.1 Unless specified otherwise in the Quote: No-break 1 x 32 Amps of 230v AC UPS and Diesel generator backed mains power (A feed) per Rack.
  - 7.4.2 Should the Quote not mention a Basic Power, the value will be 5 Amp (1.15kVA) per Rack. If CUSTOMER only uses part of the Rack, the included Basic Power usage will be determined pro rata; each U represents 1/46 or 1/47 of total Basic Power.
  - 7.4.3 CUSTOMER is not allowed to use more power than the Basic Power. Should CUSTOMER use more power than the Basic Power usage level, then: (i) CUSTOMER shall lower the power usage within five (5) days after being notified by 3W INFRA; or (ii) 3W INFRA shall offer CUSTOMER the option to upgrade the Basic Power.

- 7.4.4 The A feed shall be used as the main power feed. When available, the B feed shall be used as a backup power feed, and not as an additional main power feed.
  - 7.4.5 The UPS battery back-up system will provide a minimum of 5 minutes of AC power as detailed above.
  - 7.4.6 The diesel generator will provide a minimum of 24 hours of AC power as detailed above, before requiring its fuel to be replenished.
  - 7.4.7 Additional Power Fees: CUSTOMER may submit a Change Request to 3W INFRA if additional power is desired. Additional power shall at all times remain subject to availability.
- 7.5 Security:
- 7.5.1 24/7 site security, access control and camera monitoring. Housing is locked.
- 7.6 Floor:
- 7.6.1 Housing is available either on a normal or on a raised floor, depending on the Data Center.
  - 7.6.2 The normal floor is provided with tiles, capable of withstanding a total load per Rack load of 6KN (600Kg).
  - 7.6.3 The raised floor is provided with a void to the underside of the tile, capable of withstanding a total load per Rack load of 4KN (400Kg).
  - 7.6.4 The CUSTOMER Rack, including Rack and all Colocated Equipment, shall not exceed the maximum load as defined above. If CUSTOMER uses a 3W INFRA Rack, this maximum load will be determined pro rata.

## ARTICLE D. OTHER SERVICES

### 1 FIREWALL AND LOAD BALANCING

- 1.1 CUSTOMER shall at all times be solely responsible for the configuration and maintenance of all hardware firewalls and hardware load balancers, irrespective whether such hardware firewall is leased by CUSTOMER from 3W INFRA.
- 1.2 CUSTOMER may request 3W INFRA to carry out the initial installation of a hardware firewall and hardware load balancer. In case said firewall and hardware load balancer is leased by 3W INFRA to CUSTOMER, the configuration shall be performed as part of the Advanced Support Services, and in case said firewall and hardware load balancer is part of the Colocated Equipment, the configuration shall be performed as part of the Remote Hands Services.
- 1.3 CUSTOMER understands and agrees that a hardware firewall is only part of the security of Dedicated Equipment or Colocated Equipment and that CUSTOMER shall be responsible for taking additional measures to protect its Dedicated Equipment or Colocated Equipment.
- 1.4 Regardless whether the initial configuration is performed by 3W INFRA, CUSTOMER shall be solely responsible for testing whether the hardware firewall and load balancer are adequately configured.

### 2. DOMAIN NAMES

- 2.1 All domain name related tools provided on 3W INFRA's websites or the CUSTOMER Portal are provided as a convenience for CUSTOMERS. 3W INFRA does not warrant the accuracy or utility of these tools.
- 2.2 CUSTOMER shall comply with the policies, guidelines, terms and conditions applied from time to time by the organization or entity which is responsible for the management (registration and/or distribution and/or giving into use) of an (Internet) domain, such as – for example – ICANN and SIDN. By registering a domain name through 3W INFRA, CUSTOMER shall (in addition to the Agreement with 3W INFRA) enter into an agreement with the registry of the relevant domain name. The general terms and conditions used by such registry (as amended from time to time by the registry) shall be an integral part of a said agreement with the registry, and CUSTOMER agrees to comply in all respects with all terms set forth in said general terms and conditions.

- 2.3 As a condition to continued registration of the domain, CUSTOMER must keep the registration information current, complete and accurate.
- 2.4 In the event CUSTOMER's End User is the holder/registrant of a domain name registered through 3W INFRA, CUSTOMER represents that it is fully authorized to act on behalf of the End User, and CUSTOMER shall indemnify 3W INFRA against all claims and demands of the End User in relation to said domain name(s). Without limiting the generality of the foregoing, CUSTOMER's End User may directly request 3W INFRA to perform administrative changes in relation to the domain names registered in its name(including change of address, change of domain name holder, etc), and 3W INFRA may accept and deny such requests in its sole discretion without CUSTOMER's consent.
- 2.5 3W INFRA does not guarantee that CUSTOMER will be able to register or renew a desired domain name, even if an inquiry indicates that a domain name is available for registration, because 3W INFRA cannot know with certainty whether or not the domain name which CUSTOMER is seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases.
- 2.6 3W INFRA's delivery of the domain name registration service depends upon its computer system, the computer system of its subcontractors and the computer system of 3W INFRA's registrar. 3W INFRA does not guarantee that these computer systems are error-free, and 3W INFRA shall in no event be liable vis-à-vis CUSTOMER for any damages resulting from errors occurring in these systems.
- 2.7 3W INFRA may charge CUSTOMER for all administrative actions that CUSTOMER or the domain name.

## ARTICLE E. DEFINITIONS

### 1. DEFINITIONS

- 1.1 All words capitalized herein that are defined in the documents made available on the following website: <http://www.3winfra.com> shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:
  - 95th Percentile:** the mathematical calculation to evaluate the regular and sustained utilization of a connection, according to which: the monthly samples are sorted; the top 5% (approximately 450) samples are discarded; and the highest remaining value is used as the basis for the rate for that month.
  - Actual Bandwidth:** the Bandwidth used by CUSTOMER on a monthly basis, as measured by 3W INFRA at the end of each month.
  - Actual Data Traffic:** the Data Traffic used by CUSTOMER on a monthly basis, as measured by 3W INFRA at the end of each month.
  - Committed Bandwidth:** the Bandwidth usage committed to by CUSTOMER on a monthly basis, as specified in the Quote.
  - Committed Data Traffic:** the Data Traffic usage committed to by CUSTOMER on a monthly basis, as specified in the Quote.
  - Extra Bandwidth:** the Bandwidth used by CUSTOMER on a monthly basis in excess of the Committed Bandwidth, as measured by 3W INFRA at the end of each month.
  - Extra Data Traffic:** the Data Traffic used by CUSTOMER on a monthly basis in excess of the Committed Data Traffic, as measured by 3W INFRA at the end of each month.
  - Flat Fee:** known as unmetered fee, means a fee structure whereby the use of IP Connectivity is charged at a fixed rate per month.
  - GB:** 1x10<sup>9</sup> bytes.
  - Gbps or Gbit:** 1x10<sup>9</sup> bits per second.
  - IANA:** the Internet Assigned Numbers Association, i.e. the organization responsible for global coordination of the Internet Protocol addressing systems, as well as the Autonomous System Numbers used for routing Internet traffic.



**Initial Installation:** the initial installation of the OS on new or refurbished Equipment.

**IP Connectivity:** a connection to the Internet, the Service described and specified in Article A.

**MB:**  $1 \times 10^6$  bytes.

**Mbps or Mbit:**  $1 \times 10^6$  bits per second.

**Measured Fee:** a fee structure whereby the use of IP Connectivity is continuously measured and will be aggregated at the end of each month.

**OS:** operating system, i.e. the Software on a computer that manages the way different programs use the Equipment and that regulates the manner that a user controls the computer.

**Rack:** a cabinet or rack.

**RIPE:** Réseaux IP Européens, i.e. a collaborative forum open to all parties interested in wide area Internet Protocol networks and the (technical) development of the Internet.

**TB:**  $1 \times 10^{12}$  bytes.