



C O M S A V E



# OPTIC FIBRE INTERNET FOR YOUR BUSINESS

PREMIUM SERVICE LEVEL AGREEMENT

Optic Fibre Business Internet  
Premium Service Level Agreement  
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# ARTICLE 1.0

## Abbreviations and definitions

The definitions used by Comsave in the General Terms and Conditions have the same meaning in the SLA, unless the Optic Fibre Business Internet SLA explicitly deviates from this. When the definition is written with a capital letter, then it has the following meaning, in singular or multiple:

<b>Access</b>	The optic fibre connection to be supplied or supplied by for which the Ethernet protocol pursuant to the IEEE 802.3 or a SDH Interface is included as a standard delivery including a managed or unmanaged Ethernet switch or SDH node.
<b>Equipment cabinet</b>	Lockable cabinet on Location in which the End devices can be placed;
<b>Availability</b>	The percentage of the total duration of use of Access measured by Comsave in one (1) year which does not involve a Fault.
<b>End devices</b>	Equipment belonging to the supplier from the Cable entry point through to the Interface installed on the Location; and exclusively the cables of the End devices to the Customer equipment.
<b>Service repair time</b>	The time measured by Comsave between the notification of the Fault by the Client and Comsave's notification that the Fault has been resolved or the time at which Comsave tried to forward the notification to the Client.
<b>Year</b>	Contract year
<b>Cable entry point</b>	The point where the physical connection enters the Location.
<b>Customer equipment</b>	Equipment used by the Customer, installed at the Location, which is connected to the End devices by cable or otherwise.
<b>Interface</b>	The physical point supplied by Comsave (i.e. a connector) on which the Access starts and to which the Customer equipment is connected.
<b>Latency</b>	The time that lapses between the sending of a data unit from an established point to another established point in a network at IP-layer 3 level in one direction.
<b>Location</b>	A building or space used by the Client as detailed in the Agreement.
<b>Netiquette</b>	The general RFC 1855 guidelines for the use of internet connections.
<b>Delivery</b>	Comsave's making available to the Client of an Access pursuant to the ITU recommendation G802.1, in accordance with the applicable NEN standards and operating in accordance with the Agreement.
<b>Packet loss</b>	Loss of sent or received IP packages over the Internet.
<b>Ping</b>	ICMP ECHO message
<b>Response time</b>	The time lapsing between time determined by Comsave of the Customer's notification of a Fault and the first contact with the Customer regarding the progress of resolving the Fault.

### Fault

The situation in which during at least ten (10) consecutive seconds a Bit Error Rate (BER) occurs that exceeds  $10^{-3}$  per second, pursuant to the international recommendation ITU G.826, G8010/Y.1306, G.985 involving a non-availability. A Fault does not include a Nuisance of an interruption as a result of: A Fault in the network of the Customer or in the network of a third party, Circumstances that can be attributed to the Customer, including the loss of power on the Equipment, unless the loss of power is caused by a shortcoming of Comsave, Preventative Maintenance insofar as the disruption resulting thereof does not exceed the maximum permissible maintenance period.

## ARTICLE 2.0 Agreement

1. The SLA Optic Fibre Business Internet applies to all offers of Comsave regarding the Connection and the delivery of the Services and to all legal relations between Comsave and the Customer relating to or resulting from an Agreement.
2. One or multiple specific IP services can either be subject to one or more specific service level agreements or additional (general) terms and conditions.
3. If there are any contradictions or inconsistencies between the provisions of the various documents then the following ranking applies (whereby the provisions of the above mentioned document prevail over the provisions of the documents stated later):
  - a. the Agreement;
  - b. the SLA Optic fibre Internet;
  - c. the Service Description Business Internet;
  - d. the General Supply Terms.
4. Any (general) terms and conditions of the Customer and/or deviations from the (general) terms and conditions used by Comsave do not apply to the Agreement.
5. The duration of the Agreement commences on the date of Delivery within the meaning of article 3 paragraph 5 of this Optic fibre Premium SLA.
6. Comsave is not liable for any damage suffered now or in the future. The Customer cannot invoke the payment provisions in this Business Internet SLA and Comsave can claim damages it suffers on the

Customer if the Customer fails to fully comply with the provisions in the SLA Optic fibre Premium Internet and the Agreement or fails to do so in time.

7. In the event of intent or intentional recklessness of Comsave, Comsave cannot invoke any of the damage payment regulations stated in this SLA optic fibre Internet.

8. Insofar as items are made available by Comsave as part of the Agreement, including the making available of the Business Internet, then these items are and remain the property of Comsave.

9. The Customer is not authorised to change, move or relocate those items, nor to have this done by third parties. Comsave has the right to invoice the damage resulting from the non-compliance with this obligation to the Customer.

10. The Customer is responsible and severally liable for all the use and the subsequent results of the use of the above-mentioned items. It is not permitted to sell, rent out or mortgage the items or parts thereof.

## ARTICLE 3.0 Delivery

1. The period of the Delivery is documented in the Agreement. The period of the Delivery commences on the date the Agreement signed by the Customer has been received by Comsave.
2. The Delivery is done subject to the suspensive conditions that any licenses that parties may need or other required permissions are granted on time.
3. Comsave is authorised to suspend the period of Delivery, without being liable to pay damages, if and insofar the licenses and/or permissions required for the performance of the Agreement are not granted on time.
4. The Delivery takes place on Working days.
5. Business internet is delivered on the day that:
  - a. The protocol of Delivery has been approved by the Customer in writing. Minor defects in the operation of Business internet cannot be a reason not to approve the protocol of Delivery, provided they do not hinder the use of the Business internet. Comsave must repair the defects as soon as possible.
  - b. Business internet is made available to the Customer without protocol of Delivery and the Customer has failed to make a written notification within five (5) Working days after the making available of the non-operation of the Business internet pursuant to the Agreement;
  - c. Business internet is actually taken into use by the Customer.
6. If despite the Delivery the Business internet cannot or is not immediately be taken into use due to circumstances beyond the control of Comsave,

then Comsave retains the right to invoice one-off installation costs and fixed monthly costs as of the date of the Delivery.

7. If the Delivery period is exceeded, the Customer can claim the following compensation within three (3) months after exceeding the Delivery period:

### Exceeding the Delivery period

#### Compensation

#### Each additional Working day

A one-off payment amounting to ten percent (10%) of the monthly invoiced amount for the relevant Business internet end point. The maximum compensation per year amounts to one (1) monthly amount per Business internet end point.

8. The Customer cannot claim the compensation referred to in this article if the exceeding of the Delivery period is due to a circumstance that cannot be attributed to Comsave.
9. The compensation referred to in this article is paid to the Customer as a discount on the invoice following the month in which the entitlement to the compensation of the Customer has finally been established.
10. The compensation referred to in this article is the full compensation for damages payable to the Customer in respect of any exceeding of the Delivery period. Comsave is not liable to pay the Customer any additional payment of damages.

## ARTICLE 4.0 Facilities

The Customer provides his cooperation in the performance of the activities by or due to Comsave with regard to the performance/execution? of the Agreement, without invoicing any costs to Comsave for this cooperation. When this requires the permission or cooperation of a third party, the Customer will arrange that permission or cooperation. The Customer indemnifies Comsave for claims of third parties in this respect.

### Location

2. The Customer makes a Location available to apply the necessary cabling, equipment and any infra-structural means and provides his cooperation to the performance of the activities, without invoicing Comsave any costs in this respect.

If demolition or breakage is required in order to realise the Connection, then the Customer can be required to pay an additional fee to Comsave depending on the activities to be performed.

3. The Location must in any event comply with the following minimum requirements:

- a. suitable for the installation of the necessary cabling, equipment and any other infrastructural means;
- b. a 230 Volt-facility in the Equipment cabinet connected to a separate group;
- c. environment temperature between 5°C-40°C;
- d. humidity of no more 90% non-condensing;
- e. stofarm; "low-dust environment"
- f. the presence of sufficient ventilation;
- g. the Equipment cabinet must have a dual performed 230V (+/- 6%) 50 Hz connection, 16A, separately earthed plugs;
- h. the Equipment cabinet must be lockable;

- i. the location must be lockable or there must be supervision on the Location;
- j. access to the Location and Equipment cabinet only under supervision of authorised staff of the Customer;
- k. always accessible for Comsave.

4. Comsave retains the right to determine other requirements for the Location if necessary.

### Cable entry point and maximum distance

5. The Customer must make the Cable entry point available in consultation with Comsave.

6. The maximum distance between the Cable entry point and the End devices amounts to ten (10) metres.

7. If the distance referred to in the preceding paragraph amounts to more than ten (10) metres, then the Customer may need to pay Comsave an additional fee, depending on the activities to be performed. The additional price is determined on the basis of a site survey conducted by Comsave, whereby the actual distance between the Cable entry point and the End device is determined.

### End devices

8. The Customer is not authorised to move the End device or to have them removed, to change them or have them changed or to have any other activities performed on the End devices.

## ARTICLE 5.0 Availability

1. Comsave provides Business internet with an Availability of 99.9%, not including force majeure. Parties can agree a different Availability percentage in writing.

2. The availability is reflected per customer location.

3. The Availability is measured on the Interface.

4. The commencement time of any non-availability is the time stated by Comsave at which the Customer notifies Comsave of the non-Availability and that this is confirmed as such by Comsave or the time stated by Comsave on which Comsave notifies the Customer of the non-Availability discovered by Comsave.

5. Business internet is available from the moment of Delivery pursuant to article 3 paragraph 5 of this SLA Optic fibre Internet.

6. The Business internet is deemed to be available in the following cases:

- a. the Business internet operates pursuant to the Agreement;
- b. during Nuisance;
- c. during a Fault resulting from the act or failure to act of the Customer or third parties whose activities or failure to act can be attributed to the Customer;
- d. during Maintenance pursuant to that stated in article 10 of this SLA Optic fibre Internet;
- e. during a fault in the Customer equipment of the network of the Customer;
- f. due to problems or faults in the Customer equipment, such as, but not limited to configuration or compatibility issues during activities initiated by the Customer;

g. during the postponement of the resolving of a Fault on request of the Customer;

h. in the absence of the reporting of a Fault pursuant to article 7 of this SLA Optic fibre Internet;

i. when it becomes apparent that no Fault was involved;

j. Comsave suspends the delivery of the Business internet Premium pursuant to the Agreement;

k. the Customer does not cooperate with Comsave, including, but not limited to, not providing information or performing activities necessary to recover the operation;

l. if the Customer connects peripherals that are not type approved and have a license number of the Telecom Agency of the Ministry of Economic Affairs or in the absence of written permission of Comsave for the use of equipment without the above-mentioned type approval or license number;

m. a fault in the process leading from the Interface;

n. if the Fault is the result of circumstances attributable to the Customer such as, but not limited to:

- the loss of power of the End devices set up in the Location;

- the non-compliance to the minimum requirements for the Location within the meaning of article 4 of this SLA Optic fibre Internet; or

o when this involves a Force Majeure.

Compensation in the event of insufficient availability

7. Upon request of the Customer, after the end of each Year, or after termination of the Agreement, as determined by Comsave or upon reaching the Availability within the meaning of this article. In the event of an intermediate termination of the Agreement, the Availability is calculated proportionately.

8. If the Availability is not reached, then compensation is paid in accordance with the table below, provided the Customer claims the compensation as stated below in writing within three (3) months after notification of Comsave of the non-compliance of the Availability.

**Deviations with regard to the Availability (on an annual basis)**

**Compensation**

**Per 0.1% per year**

**A one-off payment**

Amounting to hundred percent (100%) of the monthly invoiced amount for the relevant Business internet. The maximum annual fee per year amounts to the sum of the last three (3) months.

9. Any prior compensations resulting from the exceeding of the maximum Service repair time are deducted from the amount payable.

10. The compensation referred to in this article is paid to the Customer as a discount on the invoice following the month in which the entitlement to the compensation of the Customer has finally been established.

11. The compensation referred to in this article is the full compensation for damages payable to the Customer in respect of an insufficient Availability. Comsave is not liable to pay the Customer any additional payment of damages.

## ARTICLE 6.0

### Quality level

#### Capacity

The capacity to be supplied by Comsave is detailed in the Agreement. The capacity pertaining to the Business internet, are capacities based on the IP protocol. Overhead caused by communication protocols, such as TCP/IP ACK/NACK/SYNC etc., "Protocol Overhead" and "Encapsulation Overhead" are included.

#### Latency

The intended value of the Latency within the Comsave optic fibre network is no more than 10 ms on average, provided the capacity used in a consecutive period of eight (8) hours is not burdened by more than ten percent (10%) of the maximum capacity. If the intended value is exceeded, then the Customer will consult with Comsave. Comsave will do its utmost to research the fault and reduce the intended values if reasonably possible.

#### Packet Loss

The intended value for Packet loss is measured in a consecutive period of eight (8) hours per five (5) minutes and is per hundred (100) Pings <0.1%, provided the capacity is not burdened by more than 98% of the maximum capacity. If the reflected intended value is exceeded, then the Customer will consult with Comsave. Comsave will do its utmost to research the fault and reduce the intended values if reasonably possible.

## ARTICLE 7.0

### IP addresses

1. The IP addresses made available by Comsave to the Customer will always remain the property of Comsave. The Customer is only given a user right to the IP addresses. The Customer is not authorised to sell the IP addresses or to mortgage it in any other way.
2. Upon termination of the Agreement, the user right of the IP addresses made available to the Customer lapse. Comsave is able to provide IP addresses to third parties at the end of the Agreement.

## ARTICLE 8.0

### Netiquette, obligations of the Customer

1. Must comply with the Netiquette.
2. Must refrain from inflicting nuisance and/or damage to other customers of Comsave or internet users.
3. Will, if the Customer or Comsave detects a virus on the Customer equipment which (possibly) inflicts a nuisance on Third Parties, perform all the efforts reasonably expected to remove the virus within the shortest possible time.
4. Will refrain from starting up processes or programs of which the Customer is aware or should reasonably suspect that those processes or programs could cause a damage or a nuisance to Comsave or third parties. This explicitly includes indirect damage due to misconfiguration by the Customer, including, but not limited to 'open relaying' by an incorrectly configured mail server;

5. The Customer will refrain from using the Business Internet to:

- a. act in violation of the law, good conduct, public order, obligations resulting from the Agreement or the interests of Comsave. This includes:
- b. the unsolicited, whether or not in great quantities, sending of messages by email, i.e. spamming;
- c. the making public or distributing of child pornography;
- d. the intentional distribution of computer viruses or other harmful software;
- e. the intentional entering of a computer system or a part thereof without permission and against the will of the owner or manager (computer hacking);
- f. violation of the intellectual property rights of third parties;
- g. damaging or unlawful use of data files or programs;
- h. committing fraud with the aid of computers or committing falsification of documents with regard to computer data, i.e. by intercepting and changing messages; and
- i. to act unlawfully or the act or the failure to act in any other way in violation of the law.

6. Comsave is authorised to (temporarily) suspend the delivery of the Business internet to the Customer immediately, if and for as long as the Customer acts in violation of that stated above without this resulting in an entitlement to payment of damages of the Customer, notwithstanding the liability of the Customer for the subsequent damages and the obligation of

# ARTICLE 9.0

## Maintenance

1. In order to maintain the quality of Business internet at the agreed level, Comsave performs the Maintenance or has it carried out on its behalf.
2. Comsave is permitted to perform Maintenance on Business internet, in the understanding that the subsequent non-Availability of Business internet resulting from the Maintenance will not exceed eight (8) hours per Year. These eight (8) hours are not included in the non-availability calculation.
3. If Business internet is not available for a consecutive period of more than ten (10) seconds due to Maintenance, then Comsave will report this to the Customer before commencement of the activities, specifying the nature, the time and the duration of the activities and the expected period of non-availability, at least five (5) Working days in advance. In the event of calamities or emergencies, Comsave can reduce the above-mentioned period of five (5) Working days.
4. Maintenance will take place between 1 a.m. and 6 a.m. from Monday to Friday to the extent possible, with the exception of national public holidays. If, due to a substantive interest of the Customer, the Maintenance cannot reasonably be realised between these times, then Comsave shall determine a different time with the Customer. The time will ultimately be determined by Comsave. Comsave will do its utmost to keep the nuisance level to the minimum for the Customer.

# ARTICLE 10.0

## Fault handling

1. The Faults can be reported 24/7 from Monday through Sunday.
2. Faults and/or Nuisance can only be reported by the technical contact person(s). The Agreement will specify who these persons are. The Customer will report any changes to Comsave in writing.
3. If a Fault and/or Nuisance is discovered by Comsave, then Comsave will report this to the phone number included in the Agreement.
4. The commencement time of any Fault is the time established by Comsave on which the Customer notifies the Fault to Comsave or the time on which Comsave notifies the Customer of a Fault discovered by Comsave.
5. The Customer must provide the following information when reporting a Fault and/or Nuisance:
  - a. the name of the person reporting the Fault and/or Nuisance;
  - b. the name of the Customer;
  - c. Service ID;
  - d. the Line name of the relevant Internet standard location;
  - e. a detailed description of the Fault and/or Nuisance;
  - f. telephone numbers of the person reporting the Fault and/or Nuisance where he can be reached both during as after office hours;
  - g. the time the Fault and/or Nuisance was reported;
  - h. postal code and house number of the Location of the Fault and/or Nuisance.

6. The person reporting a Fault and/or Nuisance receives a unique 'trouble ticket' number upon reporting the Fault and/or Nuisance. This number must be referred to during all subsequent communication regarding the Fault and/or Nuisance.

7. The Customer must provide Comsave all cooperation, at no cost, for the resolving of a Fault and/or Nuisance. This includes providing cooperation during and after office hours and, if necessary, providing access to the Location(s). If there is a delay due to lack of collaboration, then Comsave will stop the activities. The delay caused by the Client will be deducted from the Service repair time.

8. Directly after the Fault and/or Nuisance has been resolved, Comsave will report that the Fault and/or Nuisance is resolved by phone and, if requested, by email. The Customer must call Comsave as soon as possible, but no later than thirty (30) minutes after receiving the notification that the Fault and/or Nuisance is resolved, if the Customer does not consider the Fault and/or Nuisance resolved. The period between Comsave's notification that the Fault and/or Nuisance is resolved and the notification of the Customer that the Fault and/or Nuisance is not considered resolved, is not included in the Service repair time. If the Customer calls after those thirty (30) minutes to report that it does not consider the Fault and/or Nuisance resolved, then this is reported as a new Fault and/or Nuisance.

9. If a Fault and/or Nuisance regularly occurs, Comsave will, in consultation with the Customer, conduct an investigation into the cause of the Fault and/or Nuisance in order to prevent the Fault and/or Nuisance from arising in future.

10. If it becomes clear that incorrect fault notifications are made on a regular basis, then Comsave and the Customer will discuss this in order to reduce these notifications.

## Service window and fault parameters

### Processing fault

Processing fault: 8 x 5 (office hours)  
Response time: Within thirty (30) minutes  
Function - No more than four (4) repair time.

11. The following tables shows the Service Window and the relevant fault parameters:

12. Loss of power and activities performed to the Customer equipment on location must be reported by the Customer to the general technical support number of Comsave.

13. If a Fault lasts longer than four (4) hours, then the following compensation scheme applies, provided the Customer makes its claim as stated in the compensation scheme below in writing within three (3) months after Comsave having resolved the Fault.

### Function repair - time exceeding four (4) hours

#### Compensation

#### Each additional whole hours not available

A one-off payment amounting to twenty percent (20%) of the monthly invoiced amount for the relevant internet Premium. The maximum compensation is fifty percent (50%) of the monthly invoiced amount for the relevant Business internet.

# ARTICLE 11.0

## Change or relocation

### Change

1. A change in the functionalities of Business internet on request of the Customer is considered a change of the Agreement.
2. Comsave will send the Customer a written confirmation of each change as referred to in the first paragraph, stating the commencement date of the change. Such written confirmations are (always) attached to the concluded Agreement and are considered to form an integral part of the Agreement as of the date of the confirmation.
3. If a change as referred to in the first paragraph requires a disruption of the services provided or an adjustment involving changes in the Customer equipment, then the date and time of that disruption are determined in consultation with the Customer.

### Relocation

4. A relocation is defined as a physical moving of the Cable entry point and/or End devices.
5. In the event of a relocation then the existing Agreement is terminated at the same time the new Agreement is concluded with a duration that is equal to the original duration of the current Agreement or more.

### Change/Relocation

6. Changes and/or relocations must be requested in writing with the customer service department of Comsave at least three (3) months before the planned date of the change and/or relocation.
7. Upon written request of the Customer, Comsave will respond to the change or relocation within five (5) Working days after having received this request.
8. Changes and relocations will be performed pursuant to article 3 of this SLA Optic fibre Internet.
9. Comsave is authorised to invoice the Customer the costs reasonably incurred in respect of the request for change and/or relocation.



