

Service Level Agreement

1. Service Level Agreement
 - 1.1. CUSTOMER is responsible for maintaining CUSTOMER equipment.
 - 1.2. NE shall not charge CUSTOMER for SLA and/or Additional Support utilized to remedy any event or condition caused by NE gross negligence or willful misconduct. NE shall charge CUSTOMER for SLA and/or additional support utilized to remedy any event or condition caused by CUSTOMER gross negligence, willful misconduct and/or unprofessional maintenance.
 - 1.3. NE may decline a CUSTOMER request to perform additional support in NE sole discretion, in which case the performance of such services shall be CUSTOMER sole responsibility. Notwithstanding the foregoing, NE may withhold its approval of CUSTOMER performance of certain services in NE sole discretion if such services are unavailable at the relevant datacenter or if NE and/or CUSTOMER are otherwise prohibited from performing such services at the datacenter.
 - 1.4. Applicable time-zone is the common time-zone for the Netherlands: CE(S)T (Central European Time + 1 hour during summer time)
Business days are: Monday till Friday, excluding official public holidays in the Netherlands.
Every day: Monday till Sunday, including official public holidays in the Netherlands.

2. Service time
 - 2.1. Response time is defined as the period of time in which CUSTOMER is entitled to receive support according to the service level that applies to the service.
 - 2.2. Outside the response time NE may decline a CUSTOMER request to perform additional support in NE sole discretion, in which case the performance of such services shall be CUSTOMER sole responsibility.
 - 2.3. CUSTOMER shall only use the fault handling procedure as defined further in this document.

3. Response time
 - 3.1. Response time is defined as the period of time in which the NE engineer has to respond to a CUSTOMER maintenance call.
 - 3.2. CUSTOMER shall be reachable on CUSTOMER contact numbers, provided to NE. The maximum response time will be extended by the period of time that CUSTOMER cannot be reached on the emergency numbers.

4. Monitoring
 - 4.1. NE will monitor CUSTOMER equipment 24/7 upon request of CUSTOMER. Depending on the amount of requested monitored destinations, NE may charge a fee for this service.
 - 4.2. Monitoring is done by sending an ICMP signal to CUSTOMER IP address at an interval of 5 minutes. When this signal is not returned for a 3rd time in a row, an alert message is sent to the NE NOC via e-mail and/or SMS.
 - 4.3. Upon receiving an alert message, NE will take action and/or notify CUSTOMER if the alert message is received in CUSTOMERS service time.
 - 4.4. At an extra fee, CUSTOMER can choose to receive this alert via e-mail and/or SMS. At an extra fee, CUSTOMER can choose to have the equipment monitored via other protocols than ICMP.

5. Hardware
 - 5.1. Hardware is the physical part of the Equipment (the "Hardware").
 - 5.2. NE uses quality hardware from various Hardware manufacturers. If included in the SLA, NE guarantees the availability of proper functioning Hardware.
 - 5.3. In case of a Hardware failure, NE will repair the Hardware and/or replace it with comparable Hardware. If the Hardware is property of NE, all the Hardware cost will be at NE expense. If the Hardware is property of CUSTOMER, all the Hardware cost will be at CUSTOMER expense.
 - 5.4. NE has service levels with its hardware manufacturers. NE shall not be held responsible in case the hardware manufacturers do not meet the agreed service levels.

6. Software

- 6.1. Software is the non-physical part of the Equipment, excluding any programs other than the Operating System (OS) and Direct internet applications (the "Software").
- 6.2. NE uses quality software from various Software manufacturers and Open source projects.
- 6.3. In case of a Software malfunction, NE will restore the Software to its original state.
- 6.4. NE shall not be held responsible for any known and/or suspected malfunctions and/or bugs in the Software.

7. Patches & updates

- 7.1. Patches and updates are additions and/or revisions of the Software that are being distributed by the Software manufacturers and Open source projects, and are necessary to keep the Software up-to-date (the "Patches & Updates").
- 7.2. NE shall not be held responsible in case the malfunctions and/or bugs in the updates and/or patches.

8. Additional support

- 8.1. CUSTOMER may request NE, perform additional support like software loading, hardware upgrades, and otherwise upgrade CUSTOMER equipment (the "Upgrading"). NE may accept or decline CUSTOMER request in its sole discretion. CUSTOMER must provide NE with a full written description of the procedures to be performed and have on-line support available to the NE technicians performing upgrading. Notwithstanding the foregoing, NE does not represent or warrant that its employees have the technical expertise required to address any technical issues that may arise during any upgrading activity. NE can charge CUSTOMER for upgrading at the support rates applicable.

9. Limitations

- 9.1. CUSTOMER shall not make structural alterations to the equipment covered by a SLA, without NE prior written consent.
- 9.2. Support not defined by this ANNEX is not covered by the SLA support.
- 9.3. This ANNEX is based on a Best-Effort policy. NE does not guarantee that CUSTOMER equipment will be repaired and/or replaced. NE guarantees that CUSTOMER will receive SLA support according this ANNEX.
- 9.4. Non-standard equipment is equipment that NE does not sell and/or lease (the "Non-standard Equipment"). Standard equipment is equipment that NE does sell and/or lease (the "Standard Equipment"). The Non-standard equipment shall be temporarily replaced by standard equipment in case of CUSTOMER legitimate request for SLA support.
- 9.5. In the event of any breach of the Master Agreement, Policy or Annex by CUSTOMER, in addition to any other remedies available to NE, NE shall have the right to suspend the SLA, including SLA support. NE shall notify CUSTOMER of the suspension and its justification therefore as soon as practicable after the commencement of the suspension.

10. Service time & Response time

- 10.1. All services will be done according to the best effort policy. Meaning that when the CUSTOMER notifies NE of a problem and gives NE a confirmation that it is wanted that NE gives support, NE will sent an engineer to the location if necessary. Prices are defined according to the Support Levels.

11. Compensation

- 11.1. CUSTOMER is entitled to Compensation if NE fails to meet the specified conditions in this Annex (the "Compensation"). Claims for Compensation should be made in writing to NE within five (5) business days of the end of the calendar month in which the failure occurred.

- 11.2. CUSTOMER is not entitled to claim compensation if CUSTOMER is not a registered company or the service is not invoiced to the registered company. Any private persons are not entitled to claim compensation unless requested and accepted by NE
- 11.3. CUSTOMER is not entitled to claim compensation if CUSTOMER has any overdue open invoices with NE;
- 11.4. CUSTOMER is not entitled to claim compensation if CUSTOMER has been out of good standing on payments 3 times or more within 12 months prior to the outage;
- 11.5. CUSTOMER is not entitled to claim compensation if CUSTOMER is in violation of the TOS or other NE policies (i.e. AUP);
- 11.6. Only direct customers of NE may file claims.
- 11.7. Uncontrollable Events, including but not limited to weather, natural disasters, or any other event outside the control of NE are not eligible for SLA credit.
- 11.8. Scheduled maintenance NE network is not eligible for any form of SLA credit.
- 11.9. False claims directly result in an administrative fee of 50 euro per incident.
- 11.10. Any failures caused by attacks from or towards customers' services are not eligible for SLA credit.
- 11.11. Any failure outside of the network itself, including bandwidth carrier outages, are not eligible for SLA credit.
- 11.12. Any form of hardware reconfiguration due to software or management of software is not eligible to be included in the SLA.
- 11.13. Any form of management by NForce of Customer software is not eligible to be included in the SLA.
- 11.14. SLA credits may not be stacked, i.e. claiming SLA credit on both uplink downtime, as well as power downtime during the same incident.
- 11.15. Hardware of the server is not covered in this SLA. There are additional SLA (including support) options available upon ordering.
- 11.16. In no way does the include software of any sort. Operating system reloads do not qualify in any way for an SLA credit.
- 11.17. Credit only applies to the monthly rental costs of the services affected. It does not apply to any lease to buy or direct buy costs of equipment.
- 11.18. CUSTOMER shall not receive other compensation from NE, nor shall it claim more compensation, damages and/or lost revenues with NE due NE failure to meet the specified conditions in this Annex.

12. Fault handling

- 12.1. A network Fault is defined as a situation in which NE does not meet the NPT (the "Network Fault").
- 12.2. An equipment Fault is defined as a situation in which CUSTOMER Equipment does not operate properly (the "Equipment Fault").

13. Reporting faults

- 13.1. In case of a network fault, CUSTOMER shall check the network status page on the NE website (<https://noc.nforce.com>). NE shall posts known network faults and scheduled maintenance on the NE network status website. CUSTOMER shall evaluate if the apparent Equipment Fault is not caused by known Network Faults or scheduled maintenance.
- 13.2. In case the fault is not related to a known entry on the NE network status website, CUSTOMER shall contact NE via one of the following methods:
Email: support@nforce.com
Telephone: +31 20 6919299

14. Estimated repair time

- 14.1. If needed NE will contact CUSTOMER by email or phone with the contact information provided by CUSTOMER.
- 14.2. NE shall give an Estimated Repair Time (the "ERT"), based on the known situation. When the Fault has not be solved after the ERT, CUSTOMER shall request a new ERT.
- 14.3. CUSTOMER understands and agrees that the ERT is an estimate. Accordingly, CUSTOMER agrees that the NPT and SLA specifications provided to CUSTOMER by NE are targets, which NE shall use its best efforts to achieve.
- 14.4. NE shall have no liability to CUSTOMER for the unavailability, suspension, or failure of the services during the ERT.

- 14.5. Contact procedure faults shall be reported by CUSTOMER to NE via phone and e-mail. Communication shall be done in Dutch or English only. CUSTOMER fault report shall include the following information:
- Type of service
 - Company name / Customer name
 - Name and number for immediate contact with CUSTOMER
 - Description of the fault and, when applicable, instructions to the support staff on how to proceed

15. Misuse

- 15.1. NE will charge CUSTOMER in case of regular misuse of the procedures in this Chapter and for Additional Support.