



This Support and Service Levels sets out the performance metrics such as applicable service levels, response times, service windows and availability of the Services. In addition, this Support and Service Levels defines the Service Credits that Customer may be eligible to in case GIG.TECH does not meet the performance metrics set forth herein. GIG.TECH's Sales Terms and Conditions, Services Specifications and policies and guidelines with respect to the use of its Services (the "Policies") are also part of the Sales Contract and apply to the Services and any Equipment provided by GIG.TECH.

## CHAPTER A. DEFINITIONS

### 1. DEFINITIONS

1.1. All words capitalized herein that are defined in the Sales Terms and Conditions, the Service Specifications and the Policies shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

**Affected Customer Ratio** is calculated as follows:

Affected Customer Ratio = 
$$\frac{\text{Unique Visitors by IP address affected by a Service Disruption}}{\text{Total unique visitors as measured by IP address}}$$

Total unique visitors as measured by IP address

**Customer Planned Downtime** means downtime specified by the Customer that is to be excluded from any calculation of an Outage Period. This would apply to any time when the Customer has requested Domain Protection Service access suspended from their environment.

**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 cabinet, 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, (v) a suspension of Services in accordance with the Sales Terms and Conditions, (vi) any exercise by GIG.TECH of its rights or remedies under the Sales Contract, (vii) 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, (viii) any use of the Service or Equipment that is in breach of the Sales Contract, (ix) any failure of Customer controlled actions or environments, (x) virus or malware, (xi) any successful or unsuccessful hack attempts, (xii) any event that occurs during a period during which the Customer is in breach of its payment obligations under the Sales Contract, (xiii) unauthorised changes to GIG.TECH's Equipment or Instance by the Customer, and (xiv) any event resulting from Customer's consumption of electricity exceeding the Basic Power (specified in the Contract Overview), (xv) any event resulting from Customer's consumption of Data Traffic or Bandwidth exceeding the Committed Data Traffic or the Committed Bandwidth (specified in the Contract Overview), (xvi) the failure by Customer to implement recommendations or solutions previously advised or made available by GIG.TECH, (xvii) any incorrect or unauthorised use of the Service, or the use of the Service for a purpose for which it was not designed, (xviii) any interaction between the Service, the Instance, the Equipment and any other software, hardware or third party service, (xix) problems which cannot be reasonably re-created or examined by GIG.TECH, (xx) any configuration by Customer of the Service or the Equipment, and/or (xxi) Customer Planned Downtime.

**Equipment Replacement Time** means the period of time measured from the time GIG.TECH engineers identify the source of the defective Equipment, until the moment GIG.TECH physically replaces the defective Equipment, excluding any time spent communicating with Customer regarding permissions or instructions and excluding time spent on restoring configurations in case the Equipment is managed by GIG.TECH as part of a Management Pack.

**Monthly Recurring Fee** means the fixed recurring Service Fee invoiced by GIG.TECH to Customer on a monthly basis for the applicable Service (as set forth in the Contract Overview).

**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 GIG.TECH's Network; and/or (iii) roundtrip delay for all packets within GIG.TECH'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.

**Outage Period** is equal to the number of downtime minutes resulting from a Service Disruption.

**Response Time** means the period of time measured from the time GIG.TECH receives a Support Request by email or through the Customer Portal, or in case of a Support Request by phone or chat from the time GIG.TECH receives the confirmation mentioned in clause 2.1 hereof, until the moment a GIG.TECH support engineer acknowledges receipt of such request to Customer.

**Scheduled Availability** is the total number of minutes in the month minus any downtime caused by an Excluded Event.

**Time Included** means the number of minutes that the Customer shall be eligible to receive Advanced Support Services or Remote Hands Service (as applicable) under the applicable Service Level or Remote Hands Package that the Customer has chosen.



## CHAPTER B. SUPPORT

### 2. SUPPORT REQUEST

2.1. Customer may initiate a request for Standard Support, Advanced Support or Remote Hands Services, or report a Service Disruption (a “**Support Request**”) to the customer support service via the Customer Portal, chat, phone or email. A Support Request must include the following information: (i) type of Service, (ii) company name, (iii) name and number for immediate contact with the Customer, (iv) a clear, detailed and unambiguous description of Standard Support, Advanced Support or Remote Hands Services requested, and (v) a detailed description of the Service Disruption (if applicable). GIG.TECH may refuse a Support Request if it is not able to establish that the Support Request is made by the person authorised thereto in the Customer Portal. Customer must confirm all Support Requests it makes by means of chat or phone by sending a confirmation message through the Customer Portal or by way of email.

### 3. STANDARD SUPPORT SERVICES

- 3.1. GIG.TECH shall upon request of Customer, provide to Customer the following Support Services (the “**Standard Support Services**”) free of charge:
  - a) in connection with lease of Dedicated Equipment only, GIG.TECH 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, GIG.TECH shall replace defective Equipment in accordance with Chapter E below;
  - c) in connection with Dedicated Equipment and Cloud Services only, GIG.TECH will (i) use commercially reasonable efforts to restore the OS originally installed by GIG.TECH 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 GIG.TECH to an operational state, use commercially reasonable efforts to reinstall the OS. For the avoidance of doubt, GIG.TECH 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 Network Equipment, Customer may request and GIG.TECH will use commercially reasonable effort to provide the latest recommended software version for the equipment to Customer; installation of such software is not part of Standard Support Services and can be done as part of Advanced Support Services;
  - e) in connection with Dedicated Equipment and Cloud Services only, GIG.TECH will provide root password resets;
  - f) in case of only, GIG.TECH will provide web hosting control panel and FTP password resets;
  - g) GIG.TECH will provide correction of Network issues to restore IP Connectivity; and
  - h) in case of Cybersecurity Services, GIG.TECH will restore the respective Cybersecurity Service in case of a Service Disruption.
- 3.2. GIG.TECH shall provide an English-language customer support service. GIG.TECH will maintain support engineers actively on duty 24 hours per day, every day of the year.
- 3.3. GIG.TECH shall in no event be obliged to provide any support services to End Users.
- 3.4. All Standard Support Services are provided AS-IS and on a best efforts basis. GIG.TECH is not liable to Customer for any damage resulting from any Standard Support, unless such damage is the direct result of gross negligence or wilful misconduct by GIG.TECH. Any delivery times, turnaround times or deadlines given or agreed in connection with Standard Support Services are target times only and GIG.TECH shall in no event be liable for any failure to meet these target times/deadlines.

### 4. ADVANCED SUPPORT SERVICES

- 4.1. Customer may also request GIG.TECH to perform support other than the Standard Support (the “**Advanced Support Services**”) in relation to Dedicated Equipment, Cloud Services and Cybersecurity Services. Advanced Support Services may include providing technical expertise, trouble shooting, consultancy services, setup and changes of configuration of Dedicated Network Equipment (switches, firewalls, loadbalancers), application servers and clusters (including web and database servers and clusters) and Cybersecurity Services, OS updates, performance tuning and DNS services, including logging of changes and reports.
- 4.2. GIG.TECH may accept or decline Customer’s request for Advanced Support Services in its sole discretion. In case GIG.TECH declines Customer’s request for Advanced Support Services, Customer shall be solely responsible for the performance of it. GIG.TECH may refuse to provide Advanced Support Services in connection with Private Cloud Services, if the Customer has not purchased a Service Level for all of the cores in use by Customer.
- 4.3. All Advanced Support Services are provided during Business Hours and on the next business day after acknowledgement of the request, unless agreed otherwise or unless triggered by an incident requiring immediate action, to be determined by GIG.TECH. The Advanced Support Services are provided AS-IS and on a best efforts basis. GIG.TECH is not liable to Customer for any damage resulting from any Advanced Support Services, unless such damage is the direct result of gross negligence or wilful misconduct by GIG.TECH. Any delivery times, turnaround times or deadlines given or agreed in connection with Advanced Support Services are target times only and GIG.TECH shall in no event be liable for any failure to meet these target times/deadlines.
- 4.4. Depending on the Service Level chosen by Customer, Customer shall be entitled to a certain number of minutes of Advanced Support Services.
- 4.5. The table below sets forth the Time Included of Advanced Support Services in each respective Service Level.

**Table 1:** Service Level Advanced Support Services Time Included

LEVEL	TIME INCLUDED
Basic	0 minutes / month
Bronze	30 minutes / month
Silver	60 minutes / month
Gold	90 minutes / month



Platinum	120 minutes / month
for Private Cloud Services	as set forth in the Contract Overview

4.6. Unused minutes of the Advanced Support Services are non-refundable and shall not transfer to following months. In addition, any Time Included may only be used for the Service and/or Equipment for which the Service Level was chosen and shall not be transferable to any other Service and/or Equipment.

**5. MANAGEMENT PACKS**

- 5.1. Customer may also request GIG.TECH to provide Management Packs to manage Dedicated Network Equipment. These services include:
  - a) daily configuration back-up;
  - b) incident monitoring and resolution; GIG.TECH’s monitoring systems monitor the Dedicated Network Equipment 24 hours per day and alert the GIG.TECH operations staff in case of an incident or (risk of) performance degradation. In case of an alert, GIG.TECH analyses the incident and initiates replacement of defect equipment within the Equipment Replacement Time of the applicable Service Level. GIG.TECH restores the latest back-up in case the Dedicated Network Equipment was replaced or in case a non-recoverable configuration error occurred in the configuration of the Dedicated Network Equipment;
  - c) configuration changes; in case a Management Pack is ordered with Dedicated Network Equipment, GIG.TECH will perform all configuration changes (executed as Advanced Support Services) and Customer only has Read-Access to the Dedicated Network Equipment. d) logging of incidents and changes;
  - e) Software updates; with respect to the software licensed, resold, or otherwise given into use by GIG.TECH to Customer, if a supplier gives notice of a major release or a stable update of their OS on Dedicated Network Equipment to GIG.TECH, GIG.TECH shall submit a release or an update request to Customer within a reasonable time in writing. Execution of the request is subject to the written approval of Customer within three (3) days from GIG.TECH’s notification. After Customer’ approval Parties will schedule time to perform the upgrade or After Customer’ approval Parties will schedule time to perform Maintenance.
- 5.2. The Management Packs are provided AS-IS and on a best efforts basis. GIG.TECH is not liable to Customer for any damage resulting from any Management Pack activity, unless such damage is the direct result of gross negligence or wilful misconduct by GIG.TECH. Any delivery times, turnaround times or deadlines given or agreed in connection with Management Packs are target times only and GIG.TECH shall in no event be liable for any failure to meet these target times/deadlines.

**6. MONTHLY RECURRING FEES**

- 6.1. Customer shall pay to GIG.TECH the Monthly Recurring Fees for the Service Level and Monthly Recurring Fees for the Management Pack Service. In addition, GIG.TECH shall be entitled to invoice Service Fees for all Advanced Support Services provided to Customer in excess of the Time Included, on a time spent basis, at the prevailing GIG.TECH hourly rate for performing the particular Support Services (plus its expenses related to the performance of the Advanced Support Services, including any traveling expenses if applicable). The applicable hourly rate may depend on the chosen Service Level.
- 6.2. All Support Services shall be measured in quarter hour increments, ie. 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.
- 6.3. For the purpose of determining the amount of time of Advanced Support Services provided, GIG.TECH’s data shall be binding.

**CHAPTER C. SERVICE LEVEL**

**7. SERVICE LEVEL, RESPONSE TIME AND CREDITS**

- 7.1. In connection with Dedicated Equipment, and Cloud Services, Customer may choose a Service Level. For Cybersecurity Services the severity levels set forth in Chapter H shall apply. The Contract Overview shall set forth the chosen Service Level to the Services and/or Equipment for which the Service Level was purchased. The Service Level will determine:
  - a) the response times (the “Response Time Target”);
  - b) in connection with lease of Dedicated Equipment only, the Equipment Replacement Target;
  - c) for Dedicated Equipment and Cloud Services only, the amount of the Advanced Support Services Time Included; and d) the hourly rates for Advanced Support Services.
- 7.2. GIG.TECH distinguishes the Service Levels Basic, Bronze, Silver, Gold and Platinum. If no Service Level has been chosen by Customer, the Basic Service Level shall apply by default.
- 7.3. Customer may, at any time during the Term, request an upgrade of its Service Level. Clause 5 of the Sales Terms and 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).
- 7.4. The table below sets forth the Response Time Target for (a) any Service Disruptions that have been reported by Customer to GIG.TECH in accordance with clause 2.1 above, and (b) any request for Standard Support Service, Advanced Support Service or Remote Hands Service to be performed in accordance with clause 2.1 above. The Response Time Targets depends (i) for Colocation Services, on the applicable Remote Hands Package, and (ii) for any other Services, on the applicable Service Level.

**Table 2: Response Time Target**

<u>SERVICE LEVEL</u>	<u>RESPONSE TIME TARGET</u>
Basic	12 hours
Bronze	4 hours
Silver	2hours



Gold	1hour
Platinum	30 minutes

- 7.5. In the event GIG.TECH 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 Fee for the Service Level or the Monthly Recurring Fee for Remote Hands (as applicable) for the respective month for the Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable).
- 7.6. If Customer does not pay a Monthly Recurring Fee for the Service Level or Monthly Recurring Fee for Remote Hands (as applicable), then Customer shall not be eligible to any Response Time Credit.
- 7.7. Customer shall ensure that it will at all times be reachable on Customer’s emergency numbers, specified in the Customer Portal. No Response Time Credit shall be due in case the Customer is not reachable on Customer’s emergency number.
- 7.8. 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 Fee for the Service Level or the Monthly Recurring Fee for Remote Hands (as applicable) for the respective month for the Customer’s Service or Equipment affected by the Service Disruption or for which Advanced Support Services/Remote Hands Services were requested (as applicable).

## CHAPTER D. IP CONNECTIVITY

### 8. NETWORK PERFORMANCE AND CREDITS

- 8.1. The monthly Network Availability of GIG.TECH’s Network shall be as set forth in the table below (the “**Network Availability Target**”).

**Table 3:** Network Availability Target

IP CONNECTIVITY	NETWORK AVAILABILITY TARGET
Premium	99.8%
Volume	99.0%

- 8.2. In the event that in any calendar month, the Network Availability within GIG.TECH’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 Fee for IP Connectivity for the respective month for every 1% (or part thereof) that the Network Availability falls below the Network Availability Target.
- 8.3. GIG.TECH’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 the table below. In the event that in any calendar month, the average packet loss for Premium IP Connectivity within GIG.TECH’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 Fee for IP Connectivity for the respective month for every 0.1% (or part thereof) that the packet loss has exceeded the applicable Packet Loss Target.

**Table 4:** Packet Loss Target

IP CONNECTIVITY	PACKET LOSS TARGET
Premium	0.2%
Volume	0.5%

- 8.4. The monthly average roundtrip delay for Customer’s packets within GIG.TECH’s Network shall have a latency for the following regions, as set forth in the table below (the “**Latency Target**”). In the event that in any calendar month, the average roundtrip delay for Customer’s packets within GIG.TECH’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 Fee for IP Connectivity for the respective month for every 10ms that the average monthly roundtrip delay for packets within GIG.TECH’s Network exceeds the Latency Target.

**Table 5:** Latency Target

IP CONNECTIVITY	LATENCY TARGET
Premium	EU-EU <90ms, EU-US <160ms
Volume	EU-EU <140ms, EU-US <220ms

- 8.5. Customer shall not be entitled to any Network Availability Credits, Packet Loss Service Credits, or Latency Service Credit in case GIG.TECH provides IP Connectivity to Customer on a Volume basis.
- 8.6. GIG.TECH will measure packet loss and latency by randomly sending UDP Datagrams to designated servers placed at GIG.TECH’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 GIG.TECH’s Equipment will be measured with SNMP.
- 8.7. 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. GIG.TECH offers one Data Traffic or Bandwidth package for a multiple Dedicated Equipment Services, Cloud 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), on a per Instance/Cloud Platform basis (in case of Cloud Services), 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 Fee for IP Connectivity shall be prorated on the basis of the total number/amount of Dedicated Equipment, Instances/Cloud Platforms, or racks made available to Customer.

- 8.8. 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.
- 8.9. 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 Fee for IP Connectivity for the respective month.
- 8.10. No Packet Loss Service Credits, Network Availability Credits and Latency Service Credits shall be due in respect of any IP Connectivity Services offered as part of Shared Web Hosting Services.

## CHAPTER E. DEDICATED EQUIPMENT

### 9. DEDICATED EQUIPMENT REPLACEMENT TIME

- 9.1. In the event GIG.TECH determines that (part of the) Dedicated Equipment is defective, GIG.TECH shall replace the defective part of such Dedicated Equipment within the Equipment Replacement Times set forth in the table below (the “**Equipment Replacement Target**”).

**Table 6:** Equipment Replacement Target

<u>SERVICE LEVEL</u>	<u>EQUIPMENT REPLACEMENT TARGET</u>
Basic	24 hours
Bronze	4 hours
Silver	3 hours
Gold	2 hours
Platinum	2 hours

- 9.2. In the event that GIG.TECH 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 Fee for Lease for the respective month for the defective Dedicated Equipment.
- 9.3. The Equipment Replacement Target shall apply only to the following standard issue types of Dedicated Equipment: switches, servers, HDDs, RAM, CPU, NIC, RAID controllers, firewalls and loadbalancers.
- 9.4. For defective Equipment that is leased by Customer from GIG.TECH that is not covered by the Equipment Replacement Target, GIG.TECH shall replace the defective Equipment within a reasonable period of time on a best efforts and availability basis.
- 9.5. GIG.TECH 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 GIG.TECH’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 Fees for the lease of the Equipment.
- 9.6. GIG.TECH shall in no event be required to monitor or perform regular checks to assess whether Equipment is defective, unless a Management Pack is selected for the Equipment.
- 9.7. The maximum amount of Equipment Replacement Credits that Customer may be eligible to in a particular month, shall be limited to 50% Monthly Recurring Fee for Lease for the respective month for the defective Dedicated Equipment.

## CHAPTER F. COLOCATION SERVICES

### 10. COLOCATION TARGET AND CREDITS

- 10.1. The monthly target for Electricity Availability for Colocation Services shall be as set forth in the table below (the “**Electricity Availability Target**”).

**Table 7:** Electricity Availability Target

<u>CONFIGURATION</u>	<u>ELECTRICITY AVAILABILITY TARGET</u>
2N	99.99%
N+1	99.9%

- 10.2. 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 Fee for Colocation 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.
- 10.3. GIG.TECH 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 cold side of the Rack (the “**Temperature Target**”). 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 Fee for Colocation 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.



- 10.4. Customer shall not be entitled to any Electricity Availability Credit in case Customer has opted for an N configuration (rather than N+1 or 2N), nor shall Customer be entitled to any Electricity Availability Credit in the event Colocation Services are provided in shared Racks (rather than private Racks).
- 10.5. Customer shall be solely responsible for the maintenance and support of its Colocated Equipment. GIG.TECH'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 clause 11 hereof.
- 10.6. 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.
- 10.7. 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 Fee for Colocation for the respective month for the Customer's Colocation Service affected.

**11. REMOTE HANDS SERVICES**

- 11.1. Customer may request GIG.TECH 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.
- 11.2. Unless otherwise agreed between Parties in writing, Customer must make available to GIG.TECH, at its own costs and expense, all materials and information required in connection with Remote Hands Services.
- 11.3. GIG.TECH may accept or decline Customer's request for Remote Hands Services in its sole discretion. In case GIG.TECH declines Customer's request for Remote Hands Services, Customer shall be solely responsible for the performance of such services.
- 11.4. All Remote Hands Services are provided AS-IS and on a best efforts basis. GIG.TECH 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 wilful misconduct by GIG.TECH. Any delivery times, turnaround times or deadlines given or agreed in connection with Remote Hands Services are target times only and GIG.TECH shall in no event be liable for any failure to meet these target times/deadlines.
- 11.5. GIG.TECH will maintain support engineers actively on duty for Remote Hands Services 24 hours per day, every day of the year.

**12. REMOTE HANDS PACKAGE**

- 12.1. If the Customer has ordered a Remote Hands Services package (a "Remote Hands Package"), and such order has been accepted by GIG.TECH, Customer shall be entitled to the number of minutes of Remote Hands Services included in the relevant Remote Hands Package.
- 12.2. The table below sets forth the Time Included of Remote Hands Services in each respective Remote Hands Package.

**Table 8:** Remote Hands Packages

	BASIC	24/7	24/7	24/7	24/7	SILVER	GOLD	PLATINUM
Response time	5	4 HOURS				2 HOURS	1 HOURS	30 MINUTES
Self Service Center	√	√				√	√	√
Support Minutes Included*	-	30 minutes/month				60 minutes/month	90 minutes/month	120 minutes/month

\* Support minutes are per month and do not transfer to the next month.

- 12.3. Unused minutes of the Remote Hands Package are non-refundable and shall not transfer to following months.
- 12.4. Subject to the Contract Modification Procedure, Customer shall be entitled to request an upgrade or downgrade the Remote Hands Package. GIG.TECH may accept or decline this request for the upgrade or downgrade in its sole and absolute discretion.
- 12.5. If no Remote Hands Package is ordered by Customer, Customer will, in connection with its Colocation Services, by default receive Remote Hands Services on the basis of GIG.TECH's level "Basic".
- 12.6. Customer may, at any time during the Term, request an upgrade of its Remote Hands Package level. Clause 5 of the Sales Terms and Conditions shall apply to such upgrade request. The chosen Remote Hands Package level may only be downgraded at the Initial Term or a renewal terms (as applicable).

**13. SERVICE FEES FOR REMOTE HANDS**

- 13.1. Customer shall pay to GIG.TECH the Monthly Recurring Fee for Remote Hands. In addition, GIG.TECH shall be entitled to invoice Service Fees for all Remote Hands Services provided to Customer in excess of the Time Included, on a time spent, basis, at the prevailing GIG.TECH 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 Package.



- 13.2. All Remote Hands Services shall be measured 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.
- 13.3. For the purpose of determining the amount of time of Remote Hands Services provided, GIG.TECH's data shall be binding.

## CHAPTER G. CLOUD SERVICES

### 14. UPTIME CLOUD PLATFORM

- 14.1. GIG.TECH shall, on a 24/7/365 basis, test the availability of the Cloud Platform at five (5) minute intervals (each such test a "Platform Test"). A "Cloud Platform Service Degradation" shall be deemed to have occurred if the Cloud Platform is unresponsive for three (3) consecutive Platform Tests.
- 14.2. For each day during which a Cloud Platform Service Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30th of Customer's Monthly Recurring Fee for Cloud for the part of the Cloud Service that is affected by the Cloud Platform Service Degradation.

### 15. UPTIME PRIVATE CLOUD PORTAL

- 15.1. GIG.TECH shall, on a 24/7/365 basis, test the availability of the Private Cloud portals (i.e. the online console offered by GIG.TECH to Customer to manage the Private Cloud Services) at twenty (20) minute intervals (each such test a "Cloud Console Test Transaction"). A "Cloud Console Service Degradation" shall be deemed to have occurred if said console is unresponsive for three (3) consecutive Cloud Console Test Transactions.
- 15.2. For each day during which a Cloud Console Degradation occurs, Customer shall be eligible to a Service Credit equal to 1/30th of Customer's Monthly Recurring Fee for Cloud for the part of the Private Cloud Service that is affected by the Cloud Console Service Degradation.

### 16. GENERAL

- 16.1. For the purpose of determining whether a Cloud Platform Service Degradation, Cloud Console Service Degradation and/or Disaster Recovery Service Degradation has occurred, GIG.TECH's monitoring data shall be binding.
- 16.2. All Platform Tests, Cloud Console Test or Disaster Recovery Test Transactions that have failed as a result of one or more Excluded Events shall be disregarded when determining whether a Cloud Platform Service Degradation, Cloud Console Service Degradation or Disaster Recovery Service Degradation respectively has occurred.
- 16.3. Customer shall be solely responsible for the maintenance and support of the CloudStack Container Service which is part of the Private Cloud Resource Pool.
- 16.4. Service Credits for Cloud Console Service Degradation, Cloud Platform Degradations and Disaster Recovery Degradation in connection with the same incident shall not be cumulative, but Customer will be entitled to the highest of such Service Credits.
- 16.5. The maximum total amount of Service Credits that Customer may be eligible to in a particular month for Cloud Platform Service Degradations, Cloud Console Service Degradations and Disaster Recovery Service Degradation, shall be limited to 50% of the Customer's Monthly Recurring Fee for Cloud for the respective month.

## CHAPTER I. POINT TO POINT CONNECTIVITY SERVICES

### 22. ETHERNET SERVICE AVAILABILITY TARGET AND SERVICE CREDITS

- 22.1. The availability target (the "Ethernet Service Availability Target") for the Ethernet Service shall be as follows:

Table 12: Ethernet Service Availability Target

SERVICE	AVAILABILITY TARGET
Metro Ethernet services	99.8%
Long-haul Ethernet services	99.3%

- 22.2. In the event that in any calendar month, the Service Availability, is lower than the Ethernet Service Availability Target, Customer shall be eligible to receive a Service Credit (the "Ethernet Service Availability Credit"). The Ethernet Service Availability Credit shall be equal to 1% of the Monthly Recurring Fee for Ethernet Service for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Ethernet Service Availability Target.
- 22.3. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Ethernet Service for the affected the Ethernet Service for the respective month.

### 23. WAVELENGTH SERVICE AVAILABILITY TARGET AND SERVICE CREDITS

- 23.1. The availability target (the "Wavelength Service Availability Target") for the Wavelength Service shall be as follows:

Table 13: Wavelength Service Availability Target

SERVICE	AVAILABILITY TARGET
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Wavelength Service 99.3%

- 23.2. In the event that in any calendar month, the Service Availability, is lower than the Wavelength Service Availability Target, Customer shall be eligible to receive a Service Credit (the “Wavelength Service Availability Credit”). The Wavelength Service Availability Credit shall be equal to 1% of the Monthly Recurring Fee for Wavelength Service for the respective month for every 0.1% (or portion thereof) that the Service Availability falls below the Wavelength Service Availability Target.
- 23.3. The maximum total amount of Service Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for Wavelength Service for the affected the Wavelength Service for the respective month.

## CHAPTER J. GIG.TECH CLOUD CONNECT SERVICES

### 24. GIG.TECH CLOUD CONNECT TARGET AND CREDITS

24.1. The monthly Availability of GIG.TECH Cloud Connect shall be as set forth in the table below (the “GIG.TECH Cloud Connect Availability Target”).

Table 14: GIG.TECH Cloud Connect Services

GIG.TECH CLOUD CONNECT	AVAILABILITY TARGET
Single Connection	99.0%

- 24.2. In the event that in any calendar month, the Availability of GIG.TECH Cloud Connect Services, is lower than the GIG.TECH Cloud Connect Availability Target, Customer shall be eligible to receive a Service Credit (the “GIG.TECH Cloud Connect Availability Credit”). The GIG.TECH Cloud Connect Availability Credit shall be equal to 1% of the Monthly Recurring Fee for GIG.TECH Cloud Connect for the respective month for every 1% (or part thereof) that the GIG.TECH Cloud Connect Availability falls below the GIG.TECH Cloud Connect Availability Target.
- 24.3. The maximum total amount of GIG.TECH Cloud Connect Availability Credits that Customer may be eligible to in a particular month, shall be limited to 50% of the Monthly Recurring Fee for GIG.TECH Cloud Connect for the respective month.
- 24.4. Any downtime caused by an incident on the infrastructure of the third party Cloud provider that can affect the GIG.TECH Cloud Connect availability will be excluded from receiving a Service Credit, as being an Excluded Event.

## CHAPTER K. SERVICE CREDIT REQUESTS

### 25. SERVICE CREDIT PROCEDURE

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