

Statement of work

WITCOM BASIC INTERNET

1. GENERAL

WITCOM Wiesbadener Informations- und Telekommunikations GmbH (hereinafter referred to as WITCOM) offers its business partners the service "BASIC INTERNET ACCESS" based on the "General Terms and Conditions of business of WITCOM GmbH".

2. STANDARD SERVICES

WITCOM provides the connection to transmit IP packets to and from the Internet (Internet access) subject to technological and operational feasibility.

WITCOM transmits IP packets between the connected computers and provides junctions to other networks. The customer is not entitled to claim the installation of certain network junctions or the continued operation of existing ones.

WITCOM BASIC INTERNET ACCESS includes the Internet connection for an IP network which can consist of a local network (LAN), or a compound of local networks depending on the technical realisation.

The customer is solely responsible for the LAN operation.

WITCOM always provides the customer with exactly one connection per its network/network compound under the WITCOM BASIC INTERNET ACCESS.

The customer is not eligible to claim the provision of a certain access system. WITCOM assumes responsibility that the delivered system will support the same technical standards as the systems used by WITCOM as remote station.

By default, WITCOM BASIC INTERNET ACCESS is realised per location with symmetric bandwidths for down- and upstream, i.e. down- and upstream run within the same bandwidth at all times.

2.1 Asymmetric version

The asymmetric version of WITCOM BASIC INTERNET ACCESS is realised per location using WITCOM BASIC INTERNET ACCESS with asymmetric bandwidths for down- and upstream, i.e. the bandwidth used for down- and upstream can vary at all times.

The asymmetric version of WITCOM BASIC INTERNET ACCESS can be realised contingent on the customer's site and the technical feasibility; a claim to the realisation of this variant does not exist.

2.2 Bandwidth

WITCOM provides the customer the WITCOM BASIC INTERNET ACCESS at a contractually agreed speed. The values stated are maximum values. The actually usable transmission speeds for the connection depend on the network utilization prevailing for the period of use, on the current circuit parameters, on the speed of the offering Internet servers as well as on the usage (services used, size of IP packets) by the customer.

WITCOM does not account for the availability of the agreed transmission speed at the customer's port (non-guaranteed bandwidth).

2.3 IP addresses

Within the scope of this service and in consideration of the applicable RIPE regulations the customer will be allocated an officially registered IP address space. This space consists of IPv4 and/or IPv6 addresses. The dual-stack method enables the joint use of IPv4 and IPv6 addresses.

IPv4 addresses

WITCOM BASIC INTERNET ACCESS includes a /30 IPv4 network. Due to the configuration of the port, one (1) usable public IP address is included for the customer.

If the customer already holds an IPv4 address space which can be used for the WITCOM BASIC INTERNET ACCESS, it is not required to allocate a further registered IPv4 address space. However, WITCOM cannot warrant that address spaces, which had been allocated before via other Internet providers, can be reused with the WITCOM port as overriding guidelines might apply.

WITCOM reserves the right to allocate the customer WITCOM related PA addresses (provider aggregates). Upon contract termination the customer shall be obliged to refrain from using PA addresses within a period of four weeks which had been allocated by WITCOM, and to enable their repeated use by WITCOM.

IPv6 addresses

WITCOM BASIC INTERNET ACCESS provides the customer with a full /48 IPv6 prefix that it may only use for its own purposes. It is not intended to additionally award IPv6 prefixes.

2.4 IP routing

This service includes routing of IP address spaces provided by WITCOM. Other customer IP address spaces will be routed upon consultation.

The customer network is statically routed between the customer router and the WITCOM network node.

2.5 Traffic statistics

WITCOM will provide the customer with regularly updated statistical information on the online traffic in a closed area.

E-mail support for the Internet access

WITCOM e-mail support will be available to the customer for general questions in connection with the commissioned access, or for other standard support matters.

2.6 Availability

The availability of a service is defined by the percentage share of a calendar year during which the service was not affected by any failure.

The availability is calculated according to the following formula:

$$\text{availability} = 100\% - \frac{\text{accumulated fault clearance times per calendar year in hours} \times 100\%}{\text{calendar year in hours}}$$

The availability (% p.a.) will be determined for the entire service, and the failures will be considered each with their

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fault clearance times measured according to 5.3.

The availability rate of the WITCOM BASIC INTERNET ACCESS service is not less than 98.5% p.a.

For relevant details please refer to the notification of readiness.

2.7 Network termination

WITCOM BASIC INTERNET ACCESS includes the provision of a network termination for the contract term.

The network termination unit requires 230V power supply and provides by default an RJ45 / LC (E2000/ST/SC/MU upon consultation) port with a 10/100BASE-T(X) (Fast-Ethernet) or 1000BASE-T (Gigabit-Ethernet) copper interface.

Dependent on the chosen access version and bandwidth, the network termination can be a desktop or 19" rack unit. WITCOM will provide the network termination with a basic configuration.

3. ADDITIONAL SERVICES

WITCOM specifically renders the following additional services each upon agreement and subject to technological and operational feasibility against separate payment.

3.1 Upgrade

At the customer's request, WITCOM will increase the port transmission speed subject to technical feasibility.

The maximum feasible bandwidth depends on the port location and the router model used for the customer port. If these requirements are met the realisation of the increase in bandwidth will be performed within 10 working days after having received and checked the order.

The bandwidth of the WITCOM BASIC INTERNET ACCESS can only be permanently increased. Asymmetric transmission rates can result from the increase for the connection.

The commercial details (amount of the provision lump sum and the monthly basic price as well as traffic volume billing) will be specified in the individual WITCOM offer to the customer.

3.2 Further IP addresses

Additional IPv4 addresses can be provided upon request under consideration of the currently applicable RIPE guideline (see <http://www.ripe.net>) as a separately payable service.

The IPv4 address space can be expanded to further fixed IP addresses. The price for the additional IPv4 addresses is detailed in the individual offer to the customer.

It is not intended to award additional IPv6 addresses.

3.3 In-house cabling

As a matter of principle, any works to be performed on the customer's own in-house cabling are not part of standard installation.

If the customer desires to use a different transfer point than the one stipulated in the standard installation,

the customer's own in-house cabling will be inspected and possible works offered separately.

3.4 Other services

Other services (e.g. works on the in-house cabling) require an individual agreement between the customer and WITCOM.

4. DELIVERY

WITCOM is solely responsible for the provision of WITCOM BASIC INTERNET ACCESS. The customer is not entitled to claim the use of a preferred interconnection technology. WITCOM will co-ordinate the realisation details with the customer. The binding delivery date will be notified to the customer in written form. WITCOM transfers the port at the Ethernet interface of the network termination.

4.1 Requirement

It is required that the building is connected to the WITCOM circuit network, and that circuit values of the WITCOM network and the end network (connection between the terminal point of the WITCOM network and the network termination) technically allow for it.

4.2 Realisation

For the realisation of the WITCOM BASIC INTERNET ACCESS a technically cleared order shall be provided.

An order for the provision of WITCOM BASIC INTERNET ACCESS services is deemed to be technically cleared when the above requirements are met and the available infrastructure resources have been tested by WITCOM delivering a positive result. WITCOM will make an on-site inspection, if required.

4.3 Standard installation

After completion of the installation works WITCOM will inform the customer in writing (by e-mail or fax) of the operational readiness, and request the acceptance of the service provided.

Acceptance is deemed to be tacitly given if the customer fails to report any considerable deficiencies or to expressly refuse acceptance within five (5) work days at the latest after having been notified of the operational readiness.

At the beginning of this term WITCOM will again point out to the customer that failing to report any deficiencies or to expressly refuse the acceptance shall be deemed as acceptance upon expiry of the term.

WITCOM will install a connector in the immediate vicinity of the service line panel (HAK - Hausanschlusskasten).

The network termination only serves for connecting the customer to the Internet. Further use of the router by the customer (in particular for customer network routing – NAT, Network Address Translation) is not admissible.

The customer will receive the network termination by mail, optionally, the customer can order the installation to be effected by WITCOM in accordance with (3.4) Other services.

The Internet will be accessed via the WITCOM network. The connection is provided via the WITCOM network node. WITCOM will arrange an appointment with the customer according to point 5.8

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within the service hours stipulated in point 5.2 when needed.

WITCOM will be responsible for the configuration of the router on commissioning and during live operation.

The customer shall make arrangements to accommodate the network termination in premises suitable for operation.

If a technological upgrade of the end network may become desirable to enable the realisation of the WITCOM BASIC INTERNET ACCESS and prevent possible interferences and disturbances among the WITCOM BASIC INTERNET ACCESSES, it shall always be carried out by the customer.

5. TECHNICAL SUPPORT SERVICES

WITCOM will clear any faults in its technical equipment subject to technological and operational feasibility. Here, WITCOM in particular renders the following services:

5.1 Fault reporting

WITCOM is available to take fault reports from 0 to 24 hours a day under the technical hotline number 08000-948266 (08000-WITCOM). When notifying the fault, it is important to report the following information to WITCOM: service ID, company name, contact partner, location, if applicable (in case there are several locations) and the failure details.

5.2 Technical service availability

For WITCOM BASIC INTERNET ACCESS the technical service availability is Mon. - Fri. from 8 a.m. to 5 p.m. (except for public holidays in Hessen).

Any technical services to be performed outside the above service hours are payable. The applicable charges are specified in the price list for payable technical services valid at the time.

5.3 Fault clearance time

The fault clearance time starts with the receipt of the fault report, however, not before the beginning of the Technical service hours, and ends when WITCOM has remedied a service. It includes the response time. For a standard case WITCOM guarantees a maximum fault clearance time of twenty four (24) hours.

The terms are deemed to be met if the complete recovery of the contractually agreed scope of service is completed within the fault clearance hours, and if notification was submitted as outlined in section 5.6.

Within the bounds of its possibilities the customer shall support WITCOM in locating the fault, and, if required, grant access to its sites.

Special conditions of the fault management including a more detailed description of the process can be settled under a separate agreement as a supplement to the contract.

Fault clearance hours do not include:

- time periods during which the customer cannot be notified of the fault clearance by WITCOM;
- time shares which result from lacking or insufficient customer co-operation during fault clearance. This applies in particular for the WITCOM

service technician's waiting times attributable to the customer in accessing the premises which might accommodate affected technical installations;

- delays which have been caused by circumstances lying beyond WITCOM's control, e.g. in or by customer or third-party network operators' facilities;
- delays which are due to acts of God (e.g. natural disasters).

5.4 Response time

The response time shall not exceed 30 minutes upon receipt of the fault information.

The response can also be performed by the appearance of a service technician at the customer's location.

5.5 Preliminary information

WITCOM will inform the customer on the work status and further prospected measures on request every two (2) hours upon expiry of the response time or upon consultation.

5.6 Notification of completion

WITCOM will notify the customer when the fault clearance is completed. If the customer cannot be reached on the first attempt, the fault clearance time set out in point 5.3 is deemed to be met. Further notification attempts will regularly be performed.

5.7 Maintenance

WITCOM shall inform the customer about scheduled maintenance works which cause operational interruptions at least 10 days (except for public holidays in Hessen) in advance. WITCOM will consider the customer's interests when performing the maintenance works. Therefore, the works are to be performed preferably at times when the utilization of the services is low. The times for maintenance works are not taken into account when determining the availability.

5.8 Arrangement of an appointment

WITCOM will arrange an appointment of the service technician with the customer in so far as required. This appointment will be indicated as a time span not exceeding two hours (e.g. "between 10 a.m. and 12 a.m.")

If the service cannot be provided within the agreed period of time for reasons which lie in the responsibility of the customer, a new appointment will be arranged, and, if necessary, an additionally required journey will be charged for.

5.9 Other fault reporting

In so far as the customer is liable for the failure (caused in or by customer facilities, or falsely reported fault information by the customer) WITCOM shall be entitled to claim compensation for the expenditure incurred.

Such an event will be charged for by time effort according to the WITCOM hourly rates price list.

6. TERMS OF CONTRACT

The General Terms and Conditions of business of WITCOM GmbH (GTC) shall apply.

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In the event of deviations, the regulations of this statement of work shall have priority over those stipulated in the GTC.

6.1 Contract term

The minimum contract term for WiTCOM BASIC INTERNET ACCESS is 12 months and will be individually agreed with the customer.

For further details such as notices of termination please refer to section 18 WiTCOM GTC.

6.2 Terms of payment

The customer shall pay to WiTCOM the charges due for the transfer of WiTCOM BASIC INTERNET ACCESS. These charges include the billing items "one-time provision charges" and "monthly charges".

Generally, the monthly charges are non-usage related and as such payable in advance.

For the service changes "upgrade", "downgrade", or any circuit switchover (including moving within the same building) WiTCOM will charge the difference between the one-time provision charges of the previous and the new WiTCOM BASIC INTERNET ACCESS, however, not less than 50% of the provision charges valid for the new WiTCOM BASIC INTERNET ACCESS as a lump sum.

7. LIABILITY

The network termination unit remains WiTCOM property. Upon contract termination the network termination shall be returned to WiTCOM in its initial configuration. The customer shall be liable for damages to the network termination caused by the customer or by third parties which are under its sphere of responsibility.