

Statement of work

WiTCoM PREMIUM INTERNET ACCESS REDUNDANT

1. GENERAL

WiTCoM Wiesbadener Informations- und Telekommunikations GmbH (hereinafter referred to as WiTCoM) offers its business partners the service "WiTCoM PREMIUM INTERNET ACCESS REDUNDANT" 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 PREMIUM INTERNET ACCESS REDUNDANT includes the redundantly designed 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.

It is the customer's sole responsibility to operate a LAN.

WiTCoM provides the customer with a redundantly designed Internet connection for its network/network compound under the WiTCoM PREMIUM INTERNET ACCESS REDUNDANT. However, only one of the two redundantly designed connections can be used.

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.

WiTCoM PREMIUM INTERNET ACCESS REDUNDANT will be offered per location at data transmission rates of up to 10.000 Mbit/s (10 Gbit/s). The given bandwidths apply for down- and upstream (symmetric).

2.1 Bandwidth

WiTCoM provides the customer the WiTCoM PREMIUM INTERNET ACCESS REDUNDANT at a speed to be contractually agreed. The availability of the agreed bandwidth shall be guaranteed for WiTCoM PREMIUM INTERNET ACCESS REDUNDANT in the WiTCoM network. The usable transmission rates outside the WiTCoM network depend on the Internet utilization and the speed of the offering Internet servers.

2.2 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.

2.2.1 IPv4 addresses

WiTCoM PREMIUM INTERNET ACCESS REDUNDANT includes a /29 IPv4 network. Due to the configuration of the port five (5) usable public IP addresses are included for the customer.

If the customer already holds an IPv4 address space which can be used for the WiTCoM PREMIUM INTERNET ACCESS REDUNDANT, it is not required to allocate another 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 because of overriding guidelines.

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 which had been allocated by WiTCoM within a period of four weeks, and to enable their repeated use by WiTCoM.

2.2.2 IPv6 addresses

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

2.3 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.

2.4 Traffic statistics

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

2.5 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 where the failures will be considered each with their fault clearance times measured according to 5.3.

The network availability rate of the WiTCoM network is not below 99.95% p.a.

WiTCoM PREMIUM INTERNET ACCESS REDUNDANT is usually realised using the WiTCoM own network. In this case the service availability is not below 99.5% p.a. In deviation hereof the service lines can also be realised by suppliers. In this exceptional case normally the service availability is also not below 99.5% p.a. For deviations in availability due to suppliers as well as for further details please refer to your individual offer.

For customised redundancy solutions, a service availability of minimum 99.7% p.a. is given in variant A providing one service line and two terminations, and 99.9% p.a. in variant B providing two service lines and two terminations.

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This requires among other things that the cabling is node disjoint and/or edge disjoint as well as that the different service lines are closely located. Based on the second availability, the site availability increases at the relevant location. The overall availability will be individually agreed between the customer and WiTCOM.

2.7 Network termination

WiTCOM PREMIUM INTERNET ACCESS REDUNDANT includes the provision of a network termination for the contract term. The network termination unit requires 230V power supply to be supplied by the customer and provides by default an RJ45 port with a 10/100BASE-T (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.

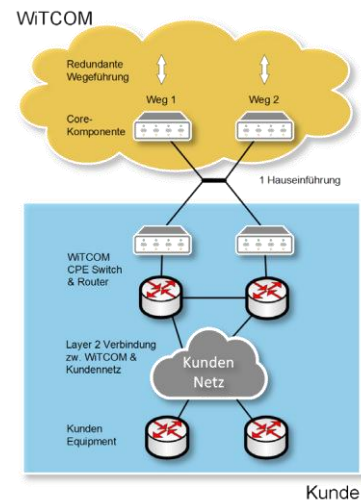
2.8 Customised redundancy solutions

Redundancy solutions are project-related and will be agreed with the customer individually. The bandwidths of the redundantly designed paths always have the same size. In addition, WiTCOM always provides two network terminations for redundancy solutions (CPE router and CPE switch). The following describes two redundancy solutions:

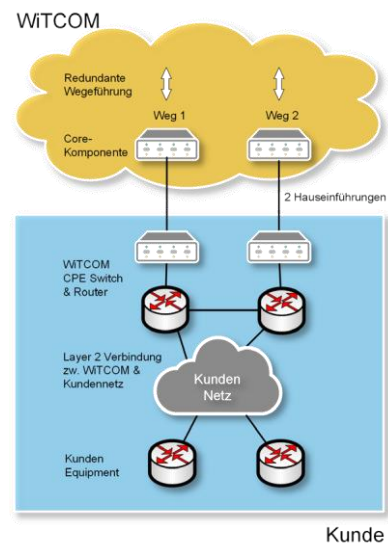
- (A) 1 service line / 2 network terminations: This hardware redundancy solution provides two network terminations at the customer's location. The customer disposes of two WiTCOM network accesses which are designed in parallel and realised via one service line. From the next technologically realisable possibility on, the ways will be guided through the WiTCOM network separately.
- (B) 2 service lines / 2 network terminations: This redundancy solution provides highest-level failure safety. It is similar to the A redundancy solution, however, provides two service lines. These service lines are not site-related and can be separate from each other. However, a link is required between the locations.

Redundancy solutions A and B provide the customer with a "virtual" IP address as default gateway. For linking both network terminations a layer 2 (L2) link is absolutely required. This link will be used to connect the customer network with the redundancy solution of WiTCOM. As the service lines (variant A) are not site-related, this layer 2 link can also be deployed across all the sites. Furthermore, the customer has no influence on the routing through the WiTCOM network.

- Redundancy solution (A):



- Redundancy solution (B):



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 transmission speed set at WiTCOM PREMIUM INTERNET ACCESS REDUNDANT in so far as it is technically feasible.

By default, the highest possible bandwidth is 1000 Mbit/s (1 Gbit/s). An increase in bandwidth can be permanently or temporarily provided.

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The increased bandwidth will be available to the customer on the following work day (next business day) at the latest, provided the order arrives in the morning within WiTCOM business hours (Monday through Friday, except for public holidays in Hessen), and there are no open issues to be discussed with the customer.

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 guidelines (see <http://www.ripe.net>) as a separately payable service. The customer is not eligible to claim the expansion of its IPv4 address space.

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 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 PREMIUM INTERNET ACCESS REDUNDANT. 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

Delivery requires that the building is connected to the WiTCOM circuit network, and that the 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.

At the customer's request, WiTCOM will check whether it is possible to implement WiTCOM PREMIUM INTERNET ACCESS REDUNDANT at the desired location and at which bandwidth.

4.2 Realisation

For the realisation of the WiTCOM PREMIUM INTERNET ACCESS REDUNDANT a technically cleared order shall be provided.

An order for the provision of WiTCOM PREMIUM INTERNET ACCESS REDUNDANT 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 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 network termination by the customer (in particular for customer network routing – NAT, Network Address Translation) is not admissible.

The network termination will be installed on-site by an authorised WiTCOM service technician. This service is included in the WiTCOM PREMIUM INTERNET ACCESS REDUNDANT.

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 within the service hours stipulated in point 5.2 when needed.

WiTCOM shall be responsible for the configuration of the router on commissioning and during live operation.

The customer shall ensure the accommodation of the network termination in premises suitable for operation and provide 230V power supply.

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.

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5.2 Technical service availability

For WITCOM PREMIUM INTERNET ACCESS REDUNDANT the technical service availability is 24 hours a day.

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 eight 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 to locate 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 will 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 request every two hours upon expiry of the response time or upon consultation about the work status and further prospected measures.

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 as set out in point 5.3 shall be deemed as being 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 ten work days in advance (Mon. - Fri. except for public holidays in Hessen). 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

If required, WITCOM will arrange an appointment of the service technician with the customer. 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. 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 PREMIUM INTERNET ACCESS REDUNDANT 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 PREMIUM INTERNET ACCESS REDUNDANT. These charges include the billing items "one-time provision charges" and "monthly charges".

The monthly provision charges are basically non-usage related charges 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 PREMIUM INTERNET ACCESS REDUNDANT, however, not less than 50% of the provision charges valid for the new WITCOM PREMIUM INTERNET ACCESS REDUNDANT.

A surcharge on the monthly basic price shall apply for a redundancy solution. Further details are given in the contracts individually agreed upon between the customers and WITCOM.

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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.