

**SERVICE: INTERNET ACCESS PORT RENTAL
(IP TRANSIT & INTERNET ACCESS)****SPECIAL TERMS****1. INTRODUCTION**

SYNAPSECOM, as described below, owns and operates a network (hereinafter referred to as the "SYNAPSECOM Network"). SYNAPSECOM also has all the necessary equipment through which it makes the SYNAPSECOM Network available to its Customers and is therefore able to provide Internet access port leasing services from its Network to its Customers.

The Customer is a company that wishes to lease an Internet access port as detailed below in the Service Order, in order to use it for the exercise of its activities under the terms and more specific agreements of the General Conditions of the Contract, the Specific Conditions of this Agreement and the relevant Service Order.

2. DESCRIPTION OF SERVICE

2.1 SYNAPSECOM leases to the Customer the Port that provides the ability to access the International and/or National Internet (Internet).

2.2 The basic package includes the support of primary and secondary DNS services, as well as the allocation to the Customer of a set of IP addresses for the Internet Access service, the use of which will allow access to the Internet and for which he has the relevant rights. During the term of this Agreement, SYNAPSECOM may, if it deems it necessary for technical reasons, change the above addresses without the Customer's consent. In this case, SYNAPSECOM will inform the Customer in due time. The above addresses shall always remain the property of SYNAPSECOM. After the expiry, termination or discontinuation of this Agreement, SYNAPSECOM shall be entitled to use them at its discretion and to grant their use to other Customers.

2.3. Suspension of the Service. In the event that the Client fails to pay a fee within the thirty (30) day period from the date of the invoice as stated in clause 4.3. of the General Conditions of the Agreement, SYNAPSECOM, in addition to all other rights it has hereunder, shall have the right to suspend the provision of the Internet access service provided hereunder for as long as the payment of the invoice is pending, after giving notice in writing that it will take the above action of suspension of services and after (3) three (3) days have elapsed from the receipt of the notice by the Customer. In the event that the invoice due is paid by the Customer, SYNAPSECOM shall be obliged to immediately activate the service it has suspended. In this case, the Customer will be obliged to pay all costs incurred for the entire period of time between the suspension of the service and its reactivation.

3. TERMS OF PROVISION OF THE SERVICE

3.1. The Customer must use the provision of Internet access and the offered Internet services in full compliance with the Law and in particular with the applicable legislation on telecommunications, good morals and in such a way that no malfunction, damage or damage of any kind is caused to SYNAPSECOM's network or to third party networks. The Customer must not interfere in any way with SYNAPSECOM's network and must comply with any instructions issued by SYNAPSECOM concerning the use of its network.

3.2 The Customer must also comply with the terms of access and use of services set by the service providers through the Internet.

3.3 It is expressly agreed, but not exhaustively, as a prohibited use:

- Illegal access and/or interference with and/or use of third party information and services (hacking, spoofing).
- Illegal use of Internet services (including mailbomb, <SYN> attacks, DOS etc.) .
- Interference in any way with SYNAPSECOM's network that results in the installation of software viruses that can cause damage to the mechanical equipment or software of other tenants connected to the network or to SYNAPSECOM's mechanical equipment and software or Internet users.

By accepting the above terms, the Customer agrees and accepts that its users will comply with them. In case of illegal activity by the Customer or his users, SYNAPSECOM has the right to terminate this contract for cause.

3.4 If, despite the terms of the present, a lawsuit or criminal prosecution is brought against SYNAPSECOM, due to actions of the Customer which are performed during the term of validity of the present, the Customer is obliged and hereby expressly accepts to compensate SYNAPSECOM for any positive or consequential damage, which it will suffer due to the aforementioned actions of SYNAPSECOM. SYNAPSECOM is obliged to notify the Customer in good time of any legal action brought against it for the above-mentioned causes.

3.5 SYNAPSECOM is not responsible for the type, quality, accuracy, in general anything concerning the provision of Internet services by third party providers and their use by the Customer.

SYNAPSECOM is not liable for any damage caused to third parties by improper use by the Customer of the offered service.

4. SERVICE QUALITY ASSURANCE AGREEMENT

4.1 Interim period for activation.

The intermediate time period for activating a Circuit is defined in the Door Order in the "Intermediate Time Period" category. If SYNAPSECOM does not activate the relevant Door within the Intermediate Time Period, for each week of delay in activation after the expiry of the Intermediate Time Period, the Customer shall be entitled to a credit to the monthly charge for the Door Lease of an amount equal to 0.5% of the monthly charge for each Door. This credit shall be made in the payment of the monthly Rental charge and within the first 3 months after the activation of the Door.

4.2. Activating a Problem Ticket

Any fault will be reported to SYNAPSECOM's Local Operations Center ("Center"). Upon reporting the fault, the Center will issue a "Problem Ticket" and assign a reference number to the Problem Ticket.

4.3. Termination of the Problem Ticket

After the fault has been repaired, the Centre will contact the Customer to confirm that the fault has been repaired. The Problem Ticket will be discontinued in cooperation with the Customer. The Customer will have the opportunity within at least 24 hours to check the service and confirm that the fault has been rectified.

4.4. Port Availability

Guaranteed Gate availability is defined in the Service Order Form. The calculation of Door availability will be made at the end of each calendar month, by calculating the percentage of time in each calendar month that the Door was available to the Customer.

4.5. Packet Loss

The guaranteed package elimination is less than 1% for any calendar month. Packet drop is measured as the percentage of packets lost between the ingress and egress ports on each router in the network.

4.6. Round trip delay or Latency

The guaranteed full path delay is:

- Route within Europe <= 60 ms
- Distance between Europe and America <= 125 ms

4.7. Service availability

4.7.1 If Port Availability is not achieved for a period longer than the time allowed as set out in clause 4.4 above, the Customer will be entitled to a credit equivalent to 1/30th of his monthly charge for each full hour of unavailability. The credit for port unavailability beyond the allowed limit will be calculated according to the exact duration of the unavailability in minutes per hour and in proportion to the amount of credit corresponding to one full hour of unavailability as specified above.

4.7.2 In the event that the rejection of packages is greater than the guaranteed for a calendar month, the Customer will be entitled to a credit equivalent to 1/30 of his monthly charge.

4.7.3 In the event that the full trip delay is greater than the guaranteed for one calendar month the Customer will be entitled to a credit equivalent to 1/30 of his monthly charge.

4.7.4 The maximum credit that will be given to the Customer for all of the above guarantees on a monthly basis will be equal to 70% of the Port Hire charge for one month.

4.7.5 The granting of credits is possible based on the provisions of the above paragraphs of the present only if the Customer has activated a Problem Ticket at the SYNAPSECOM Fault Centre within two (2) hours from the moment the Unavailability occurred.

4.7.6 The Customer will be responsible for detecting possible Unavailability for which credit may be given. Within fifteen (15) days from the day the Unavailability occurred, and having timely activated a Problem Ticket, as set forth in clause 4.7.5 above, the Customer must submit a written request for credit to SYNAPSECOM in order for SYNAPSECOM to review it. Credits will only be given by SYNAPSECOM if SYNAPSECOM considers and mutually agrees with the Customer that such credits are the correct ones and actually correspond to unavailability of the Service. The total amount of the credit shall be refunded to the Customer by the issuance of a credit invoice within the month following the month from which the incident of unavailability of the Service occurred.

4.6. Fault Centre

SYNAPSECOM will provide a Fault Centre, which will be available 24 hours a day, 7 days a week, in order to activate the Problem Tickets and report the evolution and resolution of the problem to the Customers. The details of the Fault Centre are as follows:

Fault Centre: Tel: +30 210 8100112

email: noc@synapsecom.gr

Unless otherwise stated elsewhere, maintenance for local access to the SYNAPSECOM Network will be the sole responsibility of the Customer.

SYNAPSECOM's obligations and its responsibility regarding the provision of the services, the operation, maintenance and availability of the Capacity and/or the SYNAPSECOM Network are limited exclusively and only to what is set out in these Special Conditions.

For Customer

For SYNAPSECOM