

SERVICE: CAPACITY – LEASED LINES

SPECIAL TERMS

1. INTRODUCTION

1.1 SYNAPSECOM uses and operates a telecommunications network, (hereinafter the “Synapsecom network”). As SYNAPSECOM owns and operates all the necessary transmission equipment, services such as leased lines can be provided to the Customer according to each order form.

The Customer is a company that wishes to lease capacity on Synapsecom network for a specific period of time, as it is analytically described on the attached order form. The Customer can use the services for the purpose of its business, while being in compliance to the terms and conditions of the present agreement.

1.2 DEFINITIONS: In the present Special Terms, the following terms, unless they are defined somehow different in the master service agreement, shall have the following meaning:

“**Acceptance Date**” means the date on which the Customer is deemed to accept a Circuit in accordance with the Term 2.6 of the present.

“**Activation Notification Form**” means the activation notification form as it is prepared by SYNAPSECOM properly completed and duly signed by Customer, which then the Customer sends to SYNAPSECOM, accepting the service.

“**Capacity**” means the Circuit or Circuits covered by this Agreement, from time to time.

“**Customer Equipment**” means any equipment, systems, cabling or facilities provided by the Customer (or its customer) and used in conjunction with the Capacity and/or the SYNAPSECOM Equipment

“**Customer Site**” means the site or sites specified as “Customer Site” at the Circuit Order and/or any other site or termination point where the Capacity is to be provided

“**SYNAPSECOM Site**” means the site or sites specified by SYNAPSECOM, where a certain space is provided to the Customer in order to get services from SYNAPSECOM. The space can be used for other collocation purposes as described by other annexes.

“**Lead-time Period**” means, in relation to a Circuit, the period commencing on the date that SYNAPSECOM receives a service order, and lasting for the number of Business Days set out in the Circuit Order for that Circuit.

“**SYNAPSECOM Equipment**” means any equipment, systems, cabling or facilities provided by SYNAPSECOM or a SYNAPSECOM Affiliate, at the Customer Site, for the purpose of making the Capacity available to the Customer or its customers, but excluding the Network and or any equipment which is subject to a separate agreement between SYNAPSECOM or a SYNAPSECOM Affiliate, and the Customer.

“**SYNAPSECOM Network**” means the telecommunications system(s) on which SYNAPSECOM is authorized to lease capacity under applicable laws.

“**Acceptance Notification**” means the notice given to SYNAPSECOM that the acceptance tests have been completed successfully.

2. DESCRIPTION OF SERVICE

2.1 The Customer may from time to time submit to SYNAPSECOM a Circuit Order on the terms of this agreement. A Circuit Order shall comply with the Order Form that is an integral part of this Agreement or as it is designated and revised each time by SYNAPSECOM at its sole discretion.

2.2 A Circuit Order shall be binding on the Parties only after it has been approved, accepted and duly signed by SYNAPSECOM. In the event of contradiction or inconsistency between a Circuit Order and any other terms of this agreement, the terms of the Circuit Order shall prevail.

2.3 Prior to the provision of a Circuit, SYNAPSECOM shall conduct Acceptance Tests according to industry standards and practices. Upon completion of the Acceptance Tests, SYNAPSECOM shall deliver to Customer a Service Activation Notification Form. The Customer since he accepts the Service shall sign the Service Activation Notification Form and send it to SYNAPSECOM.

2.4 Customer shall have five (5) Business Days from the date of the notification pursuant to paragraph 2.3, to notify SYNAPSECOM of any Deficiency

2.5 In the event that Customer notifies SYNAPSECOM of a Deficiency pursuant to paragraph 2.4, then SYNAPSECOM shall use reasonable efforts to remedy such Deficiency and following such remedy shall conduct Acceptance Tests and shall deliver to Customer a further notification pursuant to paragraph 2.3.

2.6 Customer shall be deemed to have accepted a Circuit, (i) five (5) Business days following the date of the Service Activation Notification Form sent given that no notification of a Deficiency was received by SYNAPSECOM in relation to such Circuit; or (ii) if earlier, on the date Customer first uses the Circuit.

2.7 **SUSPENSION OF CAPACITY:** SYNAPSECOM may, at its sole discretion and without prejudice to any other right related to the termination of this Agreement, suspend the provision of any Capacity, according to the article 5 of the General Terms of this agreement and under the condition that SYNAPSECOM will notify the Customer about this in writing five (5) Business Days before the suspension.

3. TERMS OF SERVICE PROVISION

3.1 MAINTENANCE

3.1.1 Capacity shall be maintained in accordance with industry standards and practices and according to the provisions and procedures set out in article 4 of the present Special Terms, in the SLA.

3.1.2 Except in the case of emergencies, SYNAPSECOM shall advise Customer at least five (5) days prior to conducting Scheduled Maintenance that is likely to affect the Capacity. To the extent reasonably possible, SYNAPSECOM shall endeavour to conduct such activities as to minimize disruption in the provision of the Capacity.

3.1.3. In the event of Fault, SYNAPSECOM shall use commercially reasonable efforts to cause service to be restored as quickly as reasonably practicable.

3.2 USE OF CAPACITY AND SYNAPSECOM EQUIPMENT

3.2.1. Customer warrants that any use of any Capacity and SYNAPSECOM Equipment (whether by Customer or a third party) shall be for legal purposes and in compliance with federal, EU, state or local applicable laws and regulations.

3.2.2. Customer warrants that the Capacity and SYNAPSECOM Equipment shall not be used (whether by Customer or a third party) in any way which may: (i) interrupt, interfere with, or impair service over any of the facilities comprising the Network; or (ii) interrupt, interfere with, impair or infringe on the privacy or of any person with respect to communication transmitted over the Network; or (iii) cause damage or create hazards, of environmental, safety or of any other nature, to any person.

3.2.3. Customer shall bear the cost of any additional protective or preventative apparatus or measures as may be reasonably required to comply with the paragraph 3.3 of the present Agreement.

3.2.4 Customer shall procure that any third party using the Capacity complies with the provisions of paragraph 3.3. Customer shall indemnify SYNAPSECOM and shall hold SYNAPSECOM harmless against any and all losses, damages, costs and expenses arising from claims or suits brought by third parties against SYNAPSECOM, arising directly or indirectly from, or in connection with, the use of the Capacity by the Customer or any third party.

3.3 ADDITIONAL OBLIGATIONS

3.3.1. Customer undertakes that it shall:

- (a) not move, modify, relocate, or in any way interfere with any SYNAPSECOM Equipment;
- (b) not cause SYNAPSECOM Equipment to be repaired or serviced except as authorized by SYNAPSECOM or a SYNAPSECOM subsidiary;
- (c) not create or allow any charges, liens, pledges or other encumbrances to be created over SYNAPSECOM Equipment. Title to SYNAPSECOM Equipment shall at all times remain with SYNAPSECOM or the relevant SYNAPSECOM Affiliate (as applicable);
- (d) use the SYNAPSECOM Equipment or space allocated within a SYNAPSECOM site, only for the purpose of using the Capacity;
- (e) allow SYNAPSECOM and/or a SYNAPSECOM subsidiary to test or inspect the SYNAPSECOM Equipment at reasonable times; and
- (f) upon termination of the Lease Term, allow SYNAPSECOM and/or a SYNAPSECOM subsidiary access to the Customer Site to remove the SYNAPSECOM Equipment, as well as empty the space allocated at a SYNAPSECOM site for Customer's use in order to get the Capacity

3.3.2. Customer shall be liable for any damage to SYNAPSECOM Equipment and/or Network, which is caused by an act or omission of the Customer or its customers or by a malfunction of the Customer Equipment.

3.4 PERMITS – ACCESS

3.4.1. As of the Acceptance Date, Customer shall hold and shall continue to hold such licenses and/or authorizations, as are required under or by any relevant legislation, regulation, or other administrative order, to use the Capacity and SYNAPSECOM Equipment and/or to connect the Customer Equipment to the Network and/or to SYNAPSECOM Equipment. SYNAPSECOM shall in no event be liable in respect of Customer's failure to comply with the provisions of this clause.

3.4.2. As of the Acceptance Date, SYNAPSECOM or an SYNAPSECOM subsidiary, as applicable, shall hold and shall continue to hold such licenses and/or authorizations, as are required under or by any relevant legislation, regulation, or other administrative order, to provide the relevant Circuit.

3.4.3. The Customer immediately after the notification from SYNAPSECOM is obliged to grant access to its facilities for the technical staff of SYNAPSECOM, so that the delivery of the circuit is made possible. Any delay of the Customer to grant this access, although notified from SYNAPSECOM, does not imply SYNAPSECOM's liability for delay on delivering the circuit.

4. SERVICE LEVEL AGREEMENT

4.1. Lead time for service activation

The lead time for the activation of a Circuit has been determined in the Service Order Form in the lead time field. If SYNAPSECOM does not activate the service within the lead Time Period, the Client shall have the right to get credit in the overall monthly charge, an amount equal to 0,5% of the total monthly charge of this Order for each week of activation delay. This credit shall be given in the payment of the monthly charge within the three first months from the service activation.

4.2 Opening of Trouble Ticket

Every fault shall be announced in the Network Operations Centre (“Centre”) of SYNAPSECOM. After the report of the fault the Center shall issue a “Trouble Ticket” and shall appoint a reference number to the Trouble Ticket.

4.3. Closing of Trouble Ticket

Upon the restoration of the fault the Center shall contact the client in order to confirm that the fault has been restored. The Trouble Ticket shall be closed in collaboration with the Customer. The Client shall have the ability within two (2) hours to check the Circuit and confirm that the fault has been restored. In case the client doesn’t communicate with the Centre within the time period above, as a Closing of Trouble ticket shall be considered the moment the Centre had notified the client that the fault was restored.

4.4. Non Availability

As a Non Availability period is considered the duration of a fault between the opening and the closing of Trouble Ticket about such fault, which was caused due to SYNAPSECOM liability

4.5. Service Availability

The Service availability is defined based on the calculation formula that is provided below in this paragraph and shall be calculated for every month that the circuit is leased.

Scheduled maintenance means maintenance that is purposed to maintain or improve the performance of the SYNAPSECOM Network (partially or entirely).

SYNAPSECOM will inform the Customer, via e-mail or fax or a phone call, the person who has been assigned as the Contact Person by the Customer, and more specifically will notify for every Scheduled Maintenance that may lead to an interruption or malfunction of the provision of the service, at least five (5) days before the beginning of the maintenance works.

Emergency maintenance means the maintenance in particular circumstances in which the quality of one or more Circuits of the SYNAPSECOM Network have been downgraded or are about to be downgraded and/or is necessary to be maintained in order for the quality to be restored or to secure the normal function of SYNAPSECOM network.

SYNAPSECOM will notify the Customer for every Emergency Maintenance via e-mail or fax and telephone call before the beginning of the works of such maintenance.

All Maintenance will be coordinated with the Customer and executed in hours that are not working hours.

Period of Unavailability that have been predicted for Emergency Maintenance which will be made without prior notice of the Customer according to the provisions of this agreement, will be considered as period of Unavailability of the Circuit.

$$SA = [(A - UA) / A] * 100$$

Whereas:

SA (Service Availability): it is calculated by the above mentioned formula and is the percentage of time (which is calculated on a 24h basis 7 days a week) during which the Circuit was fully available. Calculation of this shall be made in period of one calendar month. Service availability during the month in which the Circuit became accepted by the Customer shall be calculated by the Acceptance Date until the end of the month.

A (Availability): is the total monthly time where the circuit is leased by the Customer. This time monthly (30 days) is $30 \times 24 \times 60 = 43.200$ minutes. Availability during the month in which the circuit became accepted by the Customer shall be calculated from the Acceptance Date until the end of the month.

UA (Unavailability): The entire time of the period of Unavailability of the Circuit in minutes.

The Service Uptime of a Circuit on a monthly basis is defined in the respective attached Order Form.

SYNAPSECOM is obliged to give a credit note to the Customer in case of exceeding the “Monthly duration of unavailability of the circuit”, as it is described in the table below, in the next invoicing period of the Capacity service based on the following amounts for the lack of availability in one calendar month :

Total monthly duration of Circuit Interruption in minutes	Credit Rate on the monthly recurring cost of the Circuit
0-5 minutes	0%
6-240 minutes	2%
241-300 minutes	5%
301-390 minutes	10%
391-480 minutes	15%
481+ minutes	25%

The Customer is eligible for credits, based on the provisions of paragraph 4 of this present Special Terms agreement, only if:

1. The Customer has activated a Trouble Ticket in the Center of SYNAPSECOM within two (2) hours from the moment the Unavailability occurred, or/and
2. The Customer shall be responsible for the detection of possible Unavailability for which credit can be given for. Within five (5) days from the day the Unavailability occurred, the Customer must file a written application for a credit note to SYNAPSECOM, in order for it to be reviewed. Credits shall be given by SYNAPSECOM only if SYNAPSECOM agrees mutually with the Customer that these credits are correct and respond to the actual Unavailability of the service.

Every credit for the unavailability of the Circuit according to this Service Level Agreement shall be applied at the invoicing of the monthly fee of the Customer within the next month since the date the trouble was restored.

4.6. HELP DESK

SYNAPSECOM offers a help desk to the Customers, which is available on a 24/7/365 basis to ensure smooth operation of the services provided to our Customers. The help desk will manage all the trouble ticket, respond to Customers' questions and inform about the progress of a trouble ticket that remains open.

24/7 telephone: +30 6973 800333

Fixed telephone: +30 210 8100112

Email: noc@synapsecom.gr

SYNAPSECOM's obligations and liabilities in relation to the service provision, function, restoration and capacity availability is limited to the aforementioned Special Terms and the relative Order Form.

For and on behalf of SYNAPSECOM

For and on behalf of The Customer

Date

Date