



Service Agreement Virtual Hosting.

Between

Company name:
Street, No. or POBox:
Postal code:
City:
Hereinafter referred to as the "Customer"

and

Ziggo Zakelijk Services B.V.
Kabelweg 51
1014BA Amsterdam
Hereinafter referred to as 'Ziggo'

Definitions:

1.1 Availability

Availability is defined as the ability to receive and transmit data from the internet to the server and from the server to the internet.

1.2 Scheduled Maintenance

Scheduled Maintenance activities will be scheduled at times that minimize the impact on the Customer. Scheduled maintenance will be announced at least two (2) business days in advance, except for maintenance that is planned within the fixed maintenance window on Fridays between 2 AM and 3 AM (CET).

Emergency Maintenance can be conducted at any time when Ziggo deems the scope of the maintenance urgent enough to require immediate action.

1.3 Emergency Maintenance

Critical patches, upgrades and fixes are defined as security patches from Microsoft (or other vendors) that are recommended by such vendors to be implemented immediately, or software/hardware modifications that repair or prevent service impairing situations. These emergency procedures can be scheduled at any time, depending on the urgency of the maintenance. Ziggo will make reasonable efforts to provide the Customer with advanced notice prior to applying critical patches, updates, or fixes.

1.4 Force Majeure Events

Events beyond Ziggo's reasonable control that cause a delay or failure in the performance of Ziggo obligations under this SLA, including, without limitation, labor disturbances, Internet system unavailability of components not controlled by Ziggo, virus attacks, unavailability of or interruption or delay in telecommunications or third party services, or hackers, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed.

1.5. Credit Request

Credits that can be requested by Customers when certain guaranteed network performances are not met.



2 SLA's

2.1 SLA on availability

The SLA on availability will depend on the chosen network topology for the server.

NETWORK TOPOLOGY	GUARANTEED AVAILABILITY	MAX. DOWNTIME PER MONTH
Shared Subnet and shared firewall (default for virtual servers)	99,7%	2 h 20 m

2.2 SLA on fee-based interventions

Should the Maximum Resolution Time for a fee-based intervention be exceeded, no Service Credits will be charged for the intervention.

The Service Credits will not be waived in the following circumstances:

- Force Majeure Events.
- Customer's acts or omissions (or acts or omissions of other parties engaged or authorized by Customer), including without limitation, any alteration of the configuration of the server being used by the Customer that causes the operating system to fail.

2.3 Credit Request

Customers with a Premium Support Contract can request a Credit when the guaranteed network uptime is not met. The table below will be used to calculate the amount of the Credit:

SERVICE AVAILABILITY	CREDIT
Up to 99.0%	5 %
98.99% to 98.0%	8 %
97.99% to 97.0%	15 %
96.99% to 96.0%	18 %
95.99% to 95.0%	25 %
94.99% to 94.0%	30 %
93.99% or less	35 %

In order to receive a Credit under this SLA, a request thereof must be made by Customer via a Ticket to Ziggo. Each request must be received by Ziggo within fifteen (15) days of the Service impact and must be confirmed by Ziggo measurements of the SLA. Each valid Credit will be applied to an invoice of Customer within two (2) billing cycles after Ziggo receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by Ziggo. Notwithstanding anything to the contrary in this SLA, the total amount credited to the Customer in connection with the Credit request for any calendar month will not exceed the fee paid by Customer for the Service for such month. The Credit is calculated based on the monthly fee of the Service not including the fees for software licences, labour hours, setup of hardware and services not related to the impacted Service.

These terms and conditions apply in areas in which the services of Ziggo were provided under the name UPC Business (the trading name of UPC Nederland Business B.V.) until 13 April 2015. The name UPC Nederland Business B.V. has been changed to Ziggo Zakelijk Services B.V. as of 13 April 2015.