

## Service Level Agreement – TNGNET B.V.

This Service Level Agreement ("SLA") forms an integral part of the service relationship between **TNGNET B.V.** ("TNGNET") and its customer ("Customer"). This SLA defines service availability targets, support procedures, response times, and compensation mechanisms applicable to infrastructure, connectivity, and network services provided by TNGNET.

This SLA applies to all services unless explicitly stated otherwise in a written service order or agreement.

All times referenced in this SLA are based on Central European (Summer) Time CE(S)T).

### 1. Definitions

- **Service:** The infrastructure, connectivity, network, colocation, cloud, storage or GPU-related services provided by TNGNET.
- **Equipment:** Hardware or software used in connection with the Service.
- **Network:** The TNGNET-operated telecommunications network as further defined in Section 6.
- **Fault:** A condition where the Service does not perform in accordance with this SLA.
- **Business Days:** Monday through Friday, excluding official public holidays in the Netherlands.

### 2. Customer Responsibilities

The Customer is responsible for:

- Proper maintenance and configuration of Customer-owned equipment;
- Ensuring that TNGNET has accurate and up-to-date contact details;
- Following the fault-handling and reporting procedures described in this SLA;
- Preventing unauthorized access or misuse of the Service.

TNGNET is not responsible for faults caused by Customer negligence, misconfiguration, or unauthorized modifications.

### **3. Service Time and Response**

#### **3.1. Response Time**

Response time is defined as the period within which a TNGNET engineer acknowledges a valid fault report. Response times may be extended if the Customer cannot be reached via the registered emergency contact details.

#### **3.2. Best-Effort Principle**

Unless explicitly stated otherwise, all services are provided on a best-effort basis. This means TNGNET will apply commercially reasonable efforts to resolve faults but does not guarantee resolution within a fixed timeframe.

### **4. Monitoring**

Upon request, TNGNET may provide 24/7 monitoring of Customer services. Monitoring typically consists of ICMP-based availability checks at regular intervals. Additional monitoring methods or alerting mechanisms may be provided at additional cost.

TNGNET will take action or notify the Customer when alerts are triggered during the applicable service window.

### **5. Hardware, Software and Support**

#### **5.1. Hardware**

If included in the Service, TNGNET will use commercially reasonable efforts to repair or replace defective hardware. Hardware owned by TNGNET is replaced at TNGNET's expense; Customer-owned hardware is replaced at the Customer's expense.

#### **5.2. Software**

TNGNET may restore supported system software to its original state in case of malfunction. TNGNET is not responsible for software bugs, third-party software failures, or application-level issues.

#### **5.3. Patches and Updates**

TNGNET is not liable for issues caused by vendor-supplied patches or updates.

#### **5.4. Additional Support**

Additional support services (e.g. upgrades, migrations, custom work) may be requested by the Customer and are subject to acceptance by TNGNET and applicable support fees.

## 6. Network Service Levels

### 6.1. Network definition

The Network consists of all telecommunications equipment, cabling, power supplies, and transmission links owned or leased by TNGNET within its active Points of Presence (POPs), including interconnections between such POPs. The Network excludes Customer equipment, Customer access loops, third-party networks, and public internet exchange infrastructure not controlled by TNGNET.

### 6.2. Network Architecture

TNGNET operates a redundant, non-overbooked network architecture within the European Economic Area. Capacity upgrades are planned proactively based on utilization thresholds to maintain performance and resilience.

### 6.3. Network Performance Targets (NPT)

Network performance targets apply to IP connectivity services and are measured on a monthly basis:

Availability: Measured as minutes of outage per 30-day period

Latency (monthly average):

- Europe to Europe:  $\leq 90$  ms
- Europe to North America (East Coast):  $\leq 120$  ms
- Europe to North America (West Coast):  $\leq 150$  ms
- Packet Loss:  $< 1.0\%$  monthly average within the TNGNET Network

### 6.4. Availability Levels

Depending on the service type, the following availability targets apply:

- Global load-balanced services: 99.9%
- Local load-balanced services: 99.8%
- Standard connectivity: 99.5%

Service is considered unavailable if all designated interconnection interfaces are unreachable, packet loss exceeds 5%, or latency exceeds three times the guaranteed target for more than 20 consecutive minutes.

### 6.5. Exclusions

The following are not considered Network unavailability:

- Scheduled maintenance;
- Datacenter environmental issues outside TNGNET's control;
- Customer-caused faults or misconfigurations;
- Abuse, fraud, or security incidents originating from Customer systems;
- Third-party carrier, peering, or internet exchange outages.

## 7. Fault Handling and Reporting

Faults must be reported through TNGNET's designated support channels. Reports must include:

- Type of Service affected;
- Customer name and account reference;
- Contact details for immediate follow-up;
- Description of the fault.

TNGNET will provide an Estimated Repair Time (ERT) where possible. ERTs are indicative and non-binding.

## 8. Compensation and Service Credits

### 8.1. Eligibility

Service credits apply only to direct TNGNET customers in good payment standing. Credits are calculated solely on the monthly recurring charges of the affected service.

### 8.2. Network Credits

If Network availability falls below the agreed thresholds, service credits may be granted as follows:

- ≥ 99.9%: no credit
- ≤ 99.8%: 5%
- ≤ 99.5%: 7.5%
- ≤ 99.0%: 10%
- ≤ 98.0%: 20%
- ≤ 95.0%: 25%
- ≤ 90.0%: 30%
- ≤ 75.0%: 50%

The maximum total credit in any calendar month is capped at **40%** of the monthly charge for the affected Network service.

### 8.3. Limitations

Credits are not cumulative and may not be stacked. Service credits constitute the Customer's sole and exclusive remedy for SLA failures.

## 9. Suspension and Misuse

TNGNET may suspend SLA obligations if the Customer breaches contractual obligations, policies, or applicable law. Repeated misuse of support or fault-reporting procedures may result in additional fees.

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## 10. Governing Law

This SLA is governed by the laws of the Netherlands. Any disputes shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.