



Optical Internet

NETWORK SERVICES COUNTRY RIDER LUXEMBOURG

This rider (Rider) amends the CSA entered into between Customer and COGENT for the Services specified therein. Unless otherwise defined herein, capitalized or defined terms in the CSA have the same meaning in this Rider. In the event of a conflict between forms, the following will be the order of priority: First, the Order Form; Second, this Rider; Third, the Terms; Fourth, the Product Rider; and Fifth, the SLA.

1. The CSA is made pursuant to and shall be construed and enforced in accordance with the laws of Luxembourg, without regard to its choice of law principles. Any action arising out of or related to this CSA shall be brought in the courts of Luxembourg, and Customer consents to the jurisdiction and venue of such courts.
2. COGENT undertakes to comply with the Law of 2 August 2002 on the Protection of Persons with regard to the Processing of Personal Data as amended, all guidance published by the "Commission Nationale pour la Protection des Données" in relation to that Law and all other applicable data protection laws and regulations", including (without limitation) the provisions of the amended Law of 30 Mai 2005 on specific provisions with regard to the processing of Personal Data in the electronic communication sector and amending articles 88-2 and 88-4 of the Code of Criminal Procedure, and all guidance published by the "Institut Luxembourgeois de Régulation" in relation to that Law.
3. A person who is not a party to this CSA has no right pursuant to common principles of civil law to enforce any terms of the CSA.
4. COGENT practices net neutrality. COGENT treats all traffic equally, without discrimination, restriction or interference, and irrespective of the sender and receiver, the content accessed or distributed, the applications or services used or provided, or the terminal equipment used. Customers have the right to access and distribute lawful information and content, use and provide applications and services, and use terminal equipment of their choice, as long as the equipment is technically compatible with the applicable service interface, irrespective of the Customer's or COGENT's location or the location, origin or destination of the information, content, application or service.
5. COGENT does not prioritize packet transmissions on the basis of the content of the packet, the customer or network that is the source of the packet, or the customer or network that is the recipient of the packet. Where there are network problems such as congestion at interconnection points or fiber cuts, COGENT implements automated reasonable traffic management measures that will go in effect only during such congestion or fiber cuts to minimize harm to the users of our network. Such measures are transparent, non-discriminatory and proportionate, do not monitor the specific content, are only maintained as long as they are necessary and are not be based on commercial considerations but on objectively different technical quality of service requirements of specific categories of traffic. COGENT also has certain contractual rights to restrict, suspend or terminate Customer's use of or access to a Service for specified breaches. Customer recognizes that the internet consists of multiple participating networks that are separately owned and not subject to COGENT's control. The services may be temporarily or permanently unavailable due to malfunction of, or cessation of, internet services by network(s) or internet service providers not subject to COGENT's control. Also the speed of Customer's service may be impacted by inherent technological limitations of other network providers that are not subject to COGENT's control, such as insufficient size of interconnection points in control of other internet service providers.
6. COGENT does not engage in traffic management measures going beyond those set out above, and in particular COGENT does not block, slow down, alter, restrict, interfere with, degrade or discriminate between specific content, applications or services, or specific categories thereof, except as necessary, and only for as long as necessary, in order to:
 - (a) comply with European Union legislative acts, or national legislation that complies with European Union law, to which the COGENT is subject, or with measures that comply with European Union law giving effect to such European Union legislative acts or national legislation, including with orders by courts or public authorities vested with relevant powers;
 - (b) preserve the integrity and security of the COGENT network, of services provided via COGENT network, and of the terminal equipment of Customers;
 - (c) prevent impending network congestion and mitigate the effects of exceptional or temporary network congestion, provided that equivalent categories of traffic are treated equally.
7. COGENT does not process personal data. To the extent that COGENT's traffic management measure entails processing of personal data, COGENT shall only process them to the extent that processing is necessary and proportionate to achieve the objectives set out in paragraph 3 above. Such processing shall be carried out in accordance with applicable legislation.
8. COGENT does not provide any specialized services, only dedicated Internet Access. COGENT's dedicated Internet access service is **dedicated and non-oversubscribed** and is based on dedicated symmetrical connectivity, fiber-based Ethernet technology, and reliable service backed by local customer support centers and an industry leading Service Level Agreement (SLA). The specifications of the Service are laid out in the applicable Product Rider. With dedicated Internet access service, a port on the COGENT network is reserved just for each customer to ensure that they always get a dedicated symmetrical connection. COGENT's network is engineered so that *all* of customer's bandwidth is available *all* of the time, both for download and upload.

9. COGENT offers FastE, GigE and 10GigE speeds to customers in both On-Net and Off-Net locations:

On-Net Internet Access- In buildings directly connected to COGENT's fiber network

Fast Ethernet 100 Mbps

Gigabit Ethernet 200 Mbps - 1 Gbps

10 Gigabit Ethernet 2 Gbps - 10 Gbps

Off-Net Internet Access- COGENT connects you to its fiber network via local loop

Fast Ethernet 10 Mbps - 100 Mbps

Gigabit Ethernet 200 Mbps - 1 Gbps

10 Gigabit Ethernet 2 Gbps - 10 Gbps

The minimum, maximum, normally available and advertised download and upload speed of the Service ordered is the same and is specified on the Order Form, i.e. if Customer orders 100 Mbps circuit, the minimum, maximum, normally available and advertised speed is 100 Mbps.

10. COGENT's network is Layer 3 protected and built in a series of rings. In the event of a fiber cut, data is rerouted away from the cut, reaching the customer from the other direction and keeping customer connected. COGENT proactively monitors customer's service from COGENT's Network Operations Centers (located in Frankfurt, Germany; Madrid, Spain and Paris, France) and answers support calls quickly, averaging fewer than 25 seconds. Local support teams and online account management are available 24x7x365. COGENT's obligations and Customer's exclusive remedies for a delayed or failed installation of a Service or the failure of performance of COGENT's Network or any Service are stated in the COGENT Service Level Agreement available at http://www.COGENTCO.com/files/docs/network/performance/global_sla.pdf. In order to initiate a claim for Service Credit, Customer must contact COGENT's customer service group via email or phone. Contacts available at <http://www.COGENTCO.com/en/customer-service/support-desk>). Service Credit claim process is detailed in the Service Level Agreement. COGENT Escalation Procedures have been established for notifying upper management of customer service and operational system problems. COGENT customer, backbone and operational system problems are tracked in the COGENT Trouble Tracking System. COGENT Escalation Procedures and escalation contacts are provided to Customer in document called COGENT Customer User Guide, which is provided to Customer upon signature of the contract. COGENT tries to resolve all Customer's complaints expeditiously and amicably. In the event that the Customer is not satisfied with the resolution of potential dispute with COGENT, Customer may bring an action against COGENT in the court of Luxembourg in accordance with the laws of Luxembourg.