ENHANCED SUPPORT
Service Terms

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Words or phrases that start with a capital letter are defined in LINX's Membership Terms or clause 7 (Glossary) of these Service Terms.

1. Introduction

1.1 **When These Terms Apply.** These Service Terms apply to LINX members who have purchased Enhanced Support from LINX for their Port Access service.

1.2 **How to Receive Enhanced Support.** To receive Enhanced Support, you must place a binding Service Order for Enhanced Support in accordance with your LINX Membership Agreement.

2. Scope of Enhanced Support

2.1 **Summary of Enhanced Support.** Members with Enhanced Support receive enhanced service level commitments from LINX to underpin their Port Access service. These service levels are set out in Annex 1 (*Service Levels*).

2.2 **Service Level Commitment.** If you have Enhanced Support, LINX will use all commercially reasonable efforts to meet or exceed the target service levels set out in Annex 1 (*Service Levels*).

3. Support Term and Renewals

3.1 **Initial Support Term.** Your Enhanced Support will continue for the Initial Support Term set out in your Service Order. If the Service Order does not specify an Initial Support Term, it will continue for one year from your Support Start Date.

3.2 **Automatic Renewals.** After the Initial Support Term, your Enhanced Support will automatically renew for successive periods (each a "**Renewal Period**"), unless otherwise agreed in your

Service Order. The length of each Renewal Period shall be as set out in your Service Order or, if the Service Order does not specify the Renewal Period, one year. It will continue to renew until either you or LINX terminates it in accordance with clause 5.6 (*Ending Your Enhanced Support*) of these Service Terms.

3.3 **Support Start Date.** Your Enhanced Support will begin on the first day that follows, either:

3.3.1 the date on which your Service Order for Enhanced Support becomes binding; or

3.3.2 the date on which your Supported Access Ports are provisioned and ready for service (if this happens later).

4. Monitoring Performance

4.1 **Measurement Period.** LINX will measure its performance against each of the service levels during each complete calendar month.

4.2 **Method of Measurement and Reporting.** For each service level, LINX will measure and report on its performance as set out in Annex 1 (*Service Levels*).

5. Service Credits

5.1 **Payment of Service Credits.** If LINX fails to meet the target service levels, it will provide you with the relevant service credits (if any) set out in Annex 1 (*Service Levels*).

5.2 **How to Claim Service Credits.** To claim a service credit, you must submit a written request to LINX by email to support@linx.net.

5.3 **Time Limit for Claiming Service Credits.** You must claim each service credit within 12 months of the end of the month in which the relevant service level was not met. If not, the service credit will expire.

5.4 **Method of Paying Service Credits.** LINX will apply each service credit against your next invoice for your Monthly Service Fees. If no further invoices are due, LINX will apply the service credits against any outstanding invoices for your Monthly Service Fees.

5.5 **Service Credits Only Redeemable Against Fees.** Service credits are only redeemable against outstanding or future fees for Monthly Service Fees. They have no cash value, and if no further fees are due for those ports, no service credits will apply.

5.6 **Cap on Service Credits.** The total value of the service credits you may accrue in any calendar month will be capped at 100% of the Monthly Service Fees. This cap will apply even if you accrue multiple service credits that would otherwise add up to more than 100% of the fees payable for that month.

5.7 **Timing of calculation of Service Credits.** The value of Service Credits, and the value of the cap on Service Credits, shall be calculated based on the Monthly Service Fees that apply for the month in which the Service Credit is earned.

5.8 **Relief from Service Credits.** LINX may withhold service credits, and no service credits will accrue, during any period where:

5.8.1 you owe any sums to LINX that have been outstanding for more than 30 days after the due date for payment; or

5.8.2 you are in breach of any other obligations in your Membership Agreement or any Service Orders.

5.9 **Status of Service Credits.** Service credits will be your sole and exclusive remedy for any failure to achieve the service levels in any month.

5.10 **Port Channels and Link Aggregation Groups.** If you use multiple Access Ports as part of a Port Channel or Link Aggregation Group (LAG), these will be treated as a single group so that, if any one of the Access Ports attracts a service credit, the service credit will be calculated as a percentage of the total Monthly Service Fees payable for all the Access Ports in the relevant Port Channel or LAG.

6. Ending Your Enhanced Support

6.1 **Cancellation with Notice.** You may cancel your Enhanced Support by using the LINX Member Portal with immediate effect, or by giving LINX written notice at any time. You will nonetheless remain liable for fees for Enhanced Support until the end of the current term (Initial Support Term or Current Renewal Period, as applicable to your Service Order).

6.2 **Cancellation of the Supported Service.** Your Enhanced Support will end automatically if the Supported Access Ports are cancelled. If this happens part-way through a month, LINX will not be required to measure its performance and no service credits will accrue during that part-month.

6.3 **Other Rights to Terminate.** Each party's rights to terminate Service Orders, as set out in your LINX Membership Agreement, will also apply to your Service Order for Enhanced Support.

7. Glossary

Current Renewal Period	means the Renewal Period from the most recent renewal date as described in clause 3.2 until the next renewal date.
Initial Support Term	means the initial term of your Service Order for Enhanced Support before it renews, as described in clause 3.1 (*Initial Support Term*) of these Service Terms.
Monthly Service Fee	means the Peering Bandwidth Service fees payable for your Supported Access Ports for the month in which the relevant target service level was not met.
Permitted Outage	means any period where your Support Service is faulty or unavailable because of: (a) Planned Maintenance; (b) a Force Majeure Event; (c) equipment not supported by LINX; (d) use of your Support Service that does not comply with the relevant Service Order or your Membership Agreement.
Planned Maintenance	means pre-planned or scheduled maintenance related to a LINX service that is carried out by (or for) LINX with advance notice in accordance with the relevant Service Terms.
Renewal Period	has the meaning described in clause 3.2.
Support Start Date	means the date on which your Enhanced Support will start, as described in clause 3.3 (*Support Start Date*) of these Service Terms.
Supported Access Ports	means the Access Ports for which you have purchased Enhanced Support, as set out in your Service Order for Enhanced Support.