Service Level Agreement Internet Connections

Message To The Moon B.V. · Dutch Chamber of Commerce 72828617

Service Level Agreement Internet Connections — version 1.1 — final

Internal reference: MTM-SLA-2611A-EN-7QK4 · published 1 November 2026 · effective 1 December 2026

This Service Level Agreement was adopted by Message To The Moon B.V. on 1 November 2026 and applies with effect from 1 December 2026. It belongs to the General Terms and Conditions of Message To The Moon B.V. version 11.1 and forms part of the Service Contract. This is a translation of the Dutch text; in the event of any discrepancy, the Dutch text prevails.

1. Scope of this SLA

This Service Level Agreement applies to the internet connections supplied by Message To The Moon B.V.: business internet over DSL and VDSL, Fiber To The Office, business fibre, 4G/5G and radio links. It forms part of the Service Contract and applies alongside the General Terms and Conditions. In the event of any inconsistency the General Terms and Conditions prevail, unless this SLA expressly provides otherwise.

This SLA applies per Order. Where the Customer has more than one connection, availability is measured and assessed per connection.

This SLA applies to every internet connection Supplier delivers to the Customer, irrespective of any SLA level the Customer has additionally agreed. Call-out charges and the engineer's hourly rate are not charged where the cause of the Fault lies in the Connection or in equipment supplied by Supplier. Where the cause lies with the Customer, the call-out charges and hourly rate of the agreed SLA level apply.

2. Definitions

- Availability: the percentage of time in a calendar month during which the Connection is fit to carry IP traffic, measured at the handover point.
- Handover point: the WAN port of the router or modem supplied by Supplier at the Customer's site. Everything beyond that point — cabling, wifi, equipment and power supply of the Customer — falls outside this SLA.
- Fault: an interruption or degradation of the Connection as a result of which the Customer cannot reasonably use it.
- Restore time: the time between the report of a Fault to the service desk and the moment the Connection is available again.
- Planned maintenance: maintenance announced in advance; this is not counted in the calculation of Availability.

3. Availability

Availability is 99.9% per Connection per calendar month. This standard applies to all connection types: business fibre, Fiber To The Office, VDSL and DSL, 4G/5G and radio links.

Not counted towards Availability: planned maintenance as referred to in article 6, faults in the copper line where the access circuit is DSL, faults attributable to the Customer or to the Customer's equipment, power failure at the Customer's site, and force majeure as described in the General Terms and Conditions. Where a backup connection is in place, it does not work if the power at the Customer's site fails.

4. Service desk and fault reports

Faults are reported to Supplier's service desk, by telephone on +31 88 800 08 00 or by e-mail to support@messagetothemoon.nl. Supplier monitors the Connections 24 hours a day, 7 days a week; a Fault may be reported at any time.

- The Restore time starts at the moment the Fault is reported to the service desk and ends at the moment the Connection is available again. Supplier notifies the Customer as soon as the Fault has been resolved.

5. Response and restore times

Response time is the time until the first substantive reply; restore time is the time until restoration. For Priority 1 both apply 24 hours a day, 7 days a week.

- Priority 1 — connection entirely unreachable: response time 1 hour, restore time 4 clock hours. For an off-net connection: response time 2 hours, restore time 8 clock hours. These times apply irrespective of the agreed SLA level.
- Priority 2 — connection works but is severely degraded: response time according to the SLA level agreed with the Customer; Supplier will use its best efforts to restore the Connection in full within 8 clock hours of its response.
- Priority 3 — question or complaint without immediate impact: response time according to the SLA level agreed with the Customer.

The response and restore times stated for Priority 1 are an obligation as to result. If either is not met, the Customer is entitled to the compensation under article 8. In so far as the Service Level Agreement Message To The Moon contains a best-efforts obligation for achieving service levels, that obligation does not apply to the standards stated in this SLA.

6. Planned maintenance

Supplier announces planned maintenance at least 14 calendar days in advance and preferably carries it out between 22.00 and 08.00 hours. Maintenance within that window which lasts longer than 5 minutes and has been notified at least 48 hours in advance is not counted in the calculation of Availability. Emergency maintenance required to maintain the service or security may be carried out without notice; Supplier warns the Customer 72 hours in advance where possible and otherwise informs the Customer as soon as possible.

7. Delivery

Supplier delivers the Connection in working order. An engineer installs the Connection at the Customer's site, checks the wireless network and performs a virus check. If the Connection does not work in accordance with the agreed specifications after installation, Supplier remedies this free of charge. The delivery date is confirmed per Order.

The Minimum Term per Order commences on the delivery date; see article 11.1a of the General Terms and Conditions version 11.1.

8. Compensation where the standard is not met

If Supplier fails to meet the Availability standard of article 3 or a restore time under article 5, the Customer is entitled to a discount on the monthly charges for the Connection concerned, over the month in which the standard was not met. The discount amounts to no more than two monthly charges for that Connection per contract year.

A claim for compensation is submitted in writing, stating reasons, to Supplier's account manager within 30 working days of the end of the month in which the standard was not met, and is set off against the next invoice. Compensation excludes any further liability, within the limits of the General Terms and Conditions.

9. What falls outside this SLA

- – Equipment, cabling, wifi and power supply at the Customer's site.
- – Third-party services the Customer obtains itself.
- – Faults resulting from acts or omissions of the Customer.
- – Force majeure, as described in the General Terms and Conditions.

10. Term and amendment

This SLA runs concurrently with the Service Contract to which it relates. Supplier may amend this SLA in accordance with article 15.3 of the General Terms and Conditions: amendments take effect one month after publication.

This version was published on 1 November 2026 and applies with effect from 1 December 2026 to every Order placed on or after that date. For Service Contracts and Orders already running on the date of publication, this SLA takes effect one month after that publication, in accordance with article 15.3 of the General Terms and Conditions.