



GENERAL TERMS AND CONDITIONS

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ARTICLE 1. CONTRACTED SERVICES

The General Terms and Conditions (GTC) shall apply to the delivery by IP Nexia of all Telecommunication, Information Technology, Consulting and/or Professional services, support, and functions as further described in Service Schedules and/or Customer Orders that may be proposed and approved by the parties. The services and functions described in any Service Schedules and/or Customers Orders are hereafter referred to as the “Services”, as well as to the negotiations, offers and order confirmations which are connected with or referring to this.

Absent the execution of a Service Schedule and/or Customer Order, this document does not, in and of itself, represent a commitment by Customer to receive any Services from IP Nexia or pay IP Nexia any fees.

ARTICLE 2. DEFINITIONS

- 2.1 “Access codes” : shall mean each code or number supplied to the Client by IP Nexia to access the IP Nexia services
- 2.2 “Affiliate” shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, “control” shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- 2.3 “Agreement” shall mean the overall contractual relation between IP Nexia and Customer for all the services defined by the GTC, service schedules and customer orders in place.
- 2.4 “Connection Notice” shall mean a written notice from IP Nexia that the Service ordered has been installed by IP Nexia pursuant to the Customer Order and has been tested and is functioning properly.
- 2.5 “Customer or Client”: shall mean the contractor for all services concluded with IP Nexia.
- 2.6 “Customer Commit Date” shall mean the date that Service will be available to Customer, as set forth in a written notice from IP Nexia to Customer. Notwithstanding anything in this Agreement or any Customer Order to the contrary, no Customer requested date for delivery of Service will be effective unless and until confirmed in writing by IP Nexia through the delivery to Customer of the Customer Commit Date.
- 2.7 “Customer Order” shall mean a legal binding request for Service submitted by Customer in the form designated by IP Nexia. Any Customer Order is subject to the IP Nexia General terms and Conditions and the relevant Service Schedules.
- 2.8 “Customer Portal” shall mean a secure website for which customer will receive a username and password and on which e-services, reporting and service documentation is made available.

- 2.9 “Customer Premises” shall mean the location or locations occupied by Customer or its end users to which Service is delivered.
- 2.10 “Equipment” : shall mean all equipment, systems, cabling, and installation by which the Customer has access to the IP Nexia services or is able to use these services
- 2.11 “Excused Outage” shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by scheduled maintenance (as described in Section 3.7 hereof), actions or inactions of Customer or its end users, Customer provided power or equipment or an event of force majeure as defined in Section 8.1.
- 2.12 “Facilities” shall mean any property owned, licensed or leased by IP Nexia or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.
- 2.13 “General Terms and Conditions” (GTC): shall mean the terms & conditions defined in this document and applicable for any service contracted between IP Nexia and a Customer by means of a Customer order.
- 2.14 “IP Nexia”: shall mean IP Nexia S.A.R.L.
- 2.15 “IP Nexia POP (Point of Presence)” shall mean data center space owned or leased by IP Nexia or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.
- 2.16 “Service(s)” shall mean any IP Nexia service(s) described in a Service Schedule and identified on a particular line item of a Customer Order.
- 2.17 “Service Commencement Date or Actual activation data” shall mean the first to occur of (i) the date set forth in any Connection Notice, unless Customer notifies IP Nexia that the Service is not functioning properly as provided in Section 4.1 (or, if two or more Services are designated as “bundled” or as having a “sibling relationship” in any Customer Order, the date set forth in the Connection Notice for all such Services); or (ii) the date Customer begins using the Service; or (iii) the date on which the Customer receives the login and password to gain access to the IP Nexia services.
- 2.18 “Service Levels” shall mean the specific remedies IP Nexia provides regarding installation and performance of Service as set forth in the particular Service Schedule respecting the applicable Service.
- 2.19 “Service Schedule” shall mean a schedule setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by IP Nexia. Any Customer Order will refer to a “Service Schedule”
- 2.20 “Service Term” shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order. If not explicit defined in the relevant Customer Order or related Service Schedule(s) the Service Term shall be concluded for a limited period of 24 months. At each end of this period, the contract will be automatically renewed for successive periods of the same duration as the initial Contract, except if the Service is terminated by registered letter 90 days prior to the end of the at that moment applicable Service Term.

- 2.21 “Tariffs”: shall mean the commercial prices mentioned in the Service Schedules or Customer Orders and their annexes.
- 2.22 “Urgent work interventions”: shall mean all work for which it is reasonable to be carried out at the same time and all work that is necessary to end or to prevent that the following is caused a) danger to people or goods, b) an interruption of the IP Nexia services, c) violation of a law, rule or license or d) damage to IP Nexia.
- 2.23 Writing or written : shall mean registered letter; or fax with receipt; or e-mail supporting secured sender identification and reader receipt

ARTICLE 3. DELIVERY OF SERVICE

- 3.1 Submission of Customer Order(s). To order any Service, Customer may submit to IP Nexia a Customer Order requesting Service. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service and the applicable Service Term.
- 3.2 Acceptance by IP Nexia. Upon receipt of a Customer Order, if IP Nexia determines to accept the Customer Order, IP Nexia will deliver a counter signed Customer Order copy for the requested Service. IP Nexia will become obligated to deliver any ordered Service only if IP Nexia has delivered a counter signed Customer Order copy for the particular Service.
- 3.3 Credit Approval and Deposits. Customer will provide IP Nexia with credit Information as requested, and delivery of Service is subject to credit approval. IP Nexia may require Customer to make a deposit or deliver another form of security as a condition to (a) IP Nexia’s acceptance of any Customer Order; (b) IP Nexia’s continuation of any usage-based Service; and/or (c) IP Nexia’s continuation of any non-usage-based Service only in the event that (i) Customer fails to make payment to IP Nexia of any undisputed amount when due, or (ii) Customer has a material, negative change in financial condition (as determined by IP Nexia in its reasonable discretion). Any deposit will be limited to three (3) months’ estimated charges for Service and will be due upon IP Nexia’s written request. Any deposit will be held by IP Nexia as security for payment of Customer’s charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer’s account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 3.3 will be held by IP Nexia in accordance with the applicable law governing such deposit.
- 3.4 Customer Premises. Customer shall allow IP Nexia access to the Customer Premises to the extent reasonably determined by IP Nexia for the installation, inspection and scheduled or emergency maintenance of Facilities and Equipment relating to the Service. IP Nexia shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities (e.g. equipment) on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse IP Nexia for the actual and reasonable cost of repairing or replacing any Facilities or Equipment damaged or destroyed as a result of Customer’s failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

- 3.5 IP Nexia Equipment or other Facilities. Except as otherwise agreed, property and title to all Equipment or other facilities shall remain with IP Nexia. In case of bankruptcy, the Customer will inform the curator of this property clause. IP Nexia will provide and maintain the Equipment or other facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Equipment or other facilities, without the prior written consent of IP Nexia. The Equipment or other facilities shall not be used for any purpose other than that for which IP Nexia provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Equipment or other facilities. In no event will IP Nexia be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Equipment or other facilities by Customer or any third party gaining access to the Equipment or other facilities through Customer in violation of this Agreement, and Customer shall reimburse IP Nexia for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow IP Nexia to remove the Equipment or other facilities from the Customer Premises:
- after termination, expiration or cancellation of the Service Term of any Service in connection with which the Equipment or other Facilities were used; or
 - for repair, replacement or otherwise as IP Nexia may determine is necessary or desirable, but IP Nexia will use reasonable efforts to minimize disruptions to the Service caused thereby.
- 3.6 Restitution of the equipment: Within 8 days after the end of a contract or after the cancellation of a contract, the Client has to hold the equipment delivered by IP Nexia to disposal of IP Nexia. By disposal one has to understand that the Client is obliged to deliver, against receipt, all the equipment IP Nexia has handed to the Client to the head office of IP Nexia on a business day between 8.30 AM and 5.30 PM, or the Client needs to request IP Nexia in writing by means of a registered letter to pick up the equipment between 8.30 AM and 5.30 PM at the address indicated in the letter. This request needs to be made to IP Nexia at the latest on the 5th day of the 8 days mentioned above. If the Client fails to do so, he will be legally obliged to pay a fixed charge as damage fee for non-restitution of the equipment of 50 € per day, without any prejudice and without diminishing the right to claim other damage fees and interests until the equipment is made available to IP Nexia under the above definitions.
- 3.7 Customer-Provided Equipment. IP Nexia may install certain Customer-provided communications equipment upon installation of Service, but IP Nexia shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. IP Nexia undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to any Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.
- 3.8 Scheduled Maintenance. Scheduled maintenance of the IP Nexia network will not normally result in Service interruption or outage. However, in the event scheduled maintenance should require a Service interruption or outage, IP Nexia will exercise commercially reasonable efforts to (i) provide Customer with seven (7) days' prior written notice of such scheduled maintenance, (ii) work with Customer in good faith to attempt to minimize any disruption in Customer's services that may be caused by such scheduled maintenance, and (iii) to perform such schedule maintenance during the non-peak hours.
- 3.9 Access codes: All access codes allocated to the Customer are personal and confidential. The Customer is responsible for the safekeeping of the confidentiality. The Customer will inform IP Nexia immediately in writing if he suspects that a third party is using its access codes without authorization. The Customer is fully responsible for the use of his telephone,

mobile or data line(s) and/or secret user code(s), as well as for the usage of its telephone, mobile or data line(s) and/or access code(s) by third parties with or without his consent. It is explicitly agreed between Parties that the Customer is fully responsible for the access code(s) and the usage of the code(s). The Customer is obliged to pay for all calls or other used based services which have been made, including all calls made after the request for cancellation of the access code(s) or after having reported the loss of the access code(s) up until the time of registration of the cancellation in accordance with the rules and regulations of IP Nexia. The Customer will pay the IP Nexia services in full according to the monthly invoice, regardless if the Customer has used the services himself or not. The Customer will also make sure that no one uses or tries to use the access code(s) after the cancellation of the contract by one of the Parties.

ARTICLE 4. BILLING AND PAYMENT

- 4.1 Commencement of Billing. Upon installation and testing of the Service ordered in any Customer Order, IP Nexia will deliver to Customer a Connection Notice. Upon receipt of the Connection Notice, Customer shall have a period of seventy two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to IP Nexia within such seventy two (72) hour period that the Service is not installed in accordance with the Customer Order and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies IP Nexia within the time period stated above that the Service is not installed and functioning properly, then IP Nexia shall correct any deficiencies in the Service and deliver a new Connection Notice to Customer, after which the process stated herein shall be repeated.
- 4.2 Charges. The Customer Order will set forth the applicable non-recurring charges, usage based charges and recurring charges for the Service which charges shall be consistent with any fees or pricing terms that may be specifically set forth on the applicable Service Schedule for such Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by IP Nexia to Customer upon the Service Commencement Date. However, in the event such Service requires IP Nexia to install or construct additional Facilities in the provision of the Service, such Customer Order may specify non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties and specified In the Customer Order. If Customer requests and IP Nexia approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by IP Nexia, Including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply provided all such fees are pre-approved by Customer.
- 4.3 Payment of invoices. Invoices are delivered monthly. IP Nexia bills in advance for Service to be provided during the upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears or if otherwise defined in the Service Schedule or Customer Order. Billing for partial months is prorated based on a calendar month unless otherwise defined in the Service Schedule or Customer Order. The Client has to pay the invoice by direct debit at the latest ten days after receipt of the invoice. If the Client hasn't settled the invoice on its due date, the Client will be legally obliged, without any reminder, summation or serving notice, without prejudice to the rights of IP Nexia, to pay late payment

interest based on the law of 02/08/2002, increased with 2% per year from the due date of the invoice until full payment of the invoice; as well as an extralegal collection fee of 10% on the open amount with a minimum of 60,00 €; and possibly the cost of the bailiff and/or lawyer increased with the research and identification costs; without prejudice to pay the cost and damage fee that can be claimed if legal action needs to be taken. The administrative cost of the reminder will be invoiced at 12,50€ for the first reminder, 12,50€ for every other reminder (with a maximum of 3 reminders per trimester). The amounts charged for the reminders will be invoiced on the invoice following the period for which the reminder has been sent (amounts excluding VAT).

- 4.4 Taxes and Fees. All charges for Service are exclusive of applicable taxes. All applicable taxes will be added to the invoices as is legal required.
- 4.5 Disputed Invoices. If Customer reasonably disputes any portion of a IP Nexia invoice, Customer must pay the undisputed portion of the Invoice and submit Written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service(s)) for the disputed amount. All claims must be submitted to IP Nexia in writing within fifteen (15) days from the date of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such fifteen (15) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in Section 4.3.
- 4.6 Termination Charges. Customer may terminate a Service prior to the end of the Service Term upon 90 days' prior written notice to IP Nexia (with sufficient detail necessary to identify the affected Service). In the event that prior to the end of the Service Term, Customer terminates Service or in the event that the delivery of Service is terminated by IP Nexia as the result of an uncured default by Customer pursuant to Section 5.2 of this Agreement, Customer shall pay IP Nexia a termination charge equal to the sum of:
- a. all unpaid amounts for Service provided through the date of termination;
 - b. the non-recurring charges for any cancelled Service, if not already paid;
 - c. the monthly recurring charges for the terminated Service(s) that would have been incurred calculated from the effective date of termination up to the end of the Service Term.
 - d. with a minimum of fifty (50) Euro excluding VAT per line and/or number, the usage charges for the terminated Service(s) that would have been incurred calculated from the effective date of termination up to the end of the Service Term extrapolating the usage of the last 12 months prior to the date of termination or extrapolation of all the usage in case the difference between the service commencement day and the effective date of termination would be less than 12 months.
 - e. Moreover, IP Nexia reserves the right to claim an additional compensation equivalent to 1/12 of the average monthly amount of the communications (calls, sms, mms, internet,...) charged during the latest 12 months (invoices closed at the moment of cancellation), multiplied by the number of remaining months until the initial end date, as well as a fixed indemnity of € 50 per SIM card for the administrative costs due to the premature termination.

The parties acknowledge that the cancellation or termination charges set forth in this Section are a genuine estimate of the actual damages that IP Nexia will suffer and are not a penalty.

- 4.7 Fraudulent Use of Services: Customer is responsible for all charges attributable to Customer incurred respecting the Service. In the case of usage-based Services, Customer is responsible for all usage charges even if incurred as the result of fraudulent or unauthorized use of Service; except that Customer shall not be responsible for fraudulent or unauthorized use by IP Nexia or its employees.
- 4.8 Change of tariffs: IP Nexia has the right to adapt or change the tariffs or tariff structure on condition that this does not result in a higher cost or an essential change in use by the Customer; 2. the Client is informed of the change in writing or via publication on the e-services customer portal at the latest one month before the foreseeable change. If a price increase is implemented, the Client has the right to terminate the contract without any penalty at the latest on the last day of the month following the receipt of the first invoice after the price changes have been implemented. Tariffs can be adapted at any moment in function of the evolution of the consumer price index or regulatory decisions, without giving the right to the customer to cancel the contract. The new tariff will be calculated according to the formula: base tariff multiplied by the new consumer price index.

ARTICLE 5. TERM AND TERMINATION

5.1 Term.

(A) The Agreement between IP Nexia and Customer including the GTC, all Service Schedules and all Customer orders shall become effective on the signature date of the first Customer Order and shall continue until all Customer Orders are terminated by either party ("Agreement Term").

(B) IP Nexia shall deliver any Service ordered under the Agreement for the entire duration of the Service Term as defined in the Customer Orders or Service Schedules, and Customer shall pay all charges for delivery thereof through the end of the Service Term.

(C) If not specified different in the Customer Order or the Service Schedule the default Service term of any Customer Order is 24 months.

(C) If not specified different in the Customer Order or the Service Schedule then at each end of a Customer order Service Term, the Customer order Service Term will be prolonged automatically for a period of 24 months, except if the Service is terminated by registered letter 90 days prior to the end of the applicable Service Term.

- 5.2 Default By Customer. If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of five (5) business days after written notice from IP Nexia, or (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from IP Nexia; then IP Nexia may (A) terminate the Agreement and any Customer Order, in whole or in part, in which event IP Nexia shall have no further duties or obligations thereunder, and/or (B) pursue any remedies IP Nexia may have under the Agreement, at law or in equity.

- 5.3 Default By IP Nexia. If (i) IP Nexia makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an Involuntary petition in bankruptcy or other insolvency protection against IP Nexia is filed and not dismissed within sixty (60) days; or (iii) IP Nexia fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from Customer; then customer may (a) terminate the Agreement and/or any customer order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) pursue any remedies Customer may have under the Agreement, at law or in equity.

ARTICLE 6. LIABILITIES AND INDEMNIFICATION

- 6.1 No Special Damages. Notwithstanding any other provision hereof, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under the Agreement or any Customer Order.
- 6.2 Personal Injury and Death. Nothing in the Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.
- 6.3 Disclaimer of Warranties. IP Nexia makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth in the Agreement or any applicable service schedule.
- 6.4 Indemnification. Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct arising in connection with the Agreement.

ARTICLE 7. SERVICE LEVELS AND SPECIFICATIONS

- 7.1 Service schedules: All service levels and specifications for a specific service delivered by IP Nexia to Customer are defined in the applicable service schedule to which the Customer Order will be referring and are part of the Agreement. The latest valid Service Schedules are published on the Customer Portal or can be obtained on simple request to IP Nexia by Customer.
- 7.2 Service Interruptions and Delivery. To report issues related to Service performance, Customer may contact IP Nexia Customer Service by calling the service desk numbers or using the Customer Portal e-services tools as published on www.ipnexia.com. In order for IP Nexia to investigate any reported issues, Customer agrees to provide IP Nexia with supporting information as reasonably requested by IP Nexia, and to the extent such information is available to Customer, which may include(as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number.

- 7.3 Service Level Credits. In the event IP Nexia does not achieve a particular Service Level in a particular month, IP Nexia will issue a credit to Customer as set forth in the applicable Service Schedule upon Customer's request. IP Nexia's maintenance log and trouble ticketing systems will be used for calculating any Service Level events. To request a credit, Customer must contact IP Nexia sales representative or deliver a written request (with sufficient detail necessary to identify the affected Service) pursuant to Section 8.4 within sixty (60) days of the end of the month for which a credit is requested. In no event shall the total amount of credits issued to Customer per month exceed the monthly recurring charges invoiced to Customer for the affected Service for that month.
- 7.4 Change of service levels and specification: IP Nexia has the right to adapt or change the service levels or specifications on condition that this does not result in a material deterioration or an essential change in use by the Customer; 2. the Client is informed of the change in writing or via publication of a new Service Schedule on the e-services customer portal at the latest one month before the foreseeable change. If Customer can prove the change will result in a material deterioration or an essential negative change in use of the service, he has the right to cancel the contract without any penalty at the latest on the last day of the month following the month of the foreseen modifications.
- 7.5 Geographic nomadic numbers: The number of a customer calling the 100, 101, 102, 110 and 112 emergency services is automatically displayed to the latter even if the customer has restricted the display of his telephone number.
Geographic nomadic numbers can only be assigned if the holder of the number guarantees that the geographical service identity of this number corresponds to the address provided, both when the number is assigned and during the period that it is in use. It is essential that this address be clear and that it can be linked to the Customer on the basis of objective data. The customer assumes the following responsibilities when calls are routed to the emergency services:
- He shall ensure that the physical address of the telephone number from which the calls are made is the same as his actual address.
 - He shall bear all risks linked to the nomadic use of the service for calls to the emergency services.
 - He shall ensure that his telephone exchange supports IP Nexia's transmission of the caller's correct identity (number and postal code) to the emergency services.
 - He shall assume full legal responsibility for the data he owns and maintains, since correct routing and transmission will depend on the accuracy of this data. IP Nexia will ensure that the data provided by the customer's system is transmitted in a transparent way to the switchboard of the emergency services.
- IP Nexia cannot under any circumstances be held responsible if the emergency services are sent to a wrong address, or for any ensuing direct and/or indirect damage if the customer fails to meet these obligations.

ARTICLE 8. GENERAL TERMS

- 8.1 Force Majeure: Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control including, for example: explosions, accidents, fire, flooding, war, riot, strike, embargoes, circumstances beyond one's control, a decision by civil or military authorities, the impossibility to deliver the necessary equipment or specialised manpower, sectorial conflicts, and the fact of any other telecommunications supplier ("force majeure event"). In the event IP Nexia is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay IP Nexia for the affected Service for so long as IP

Nexia is unable to deliver the affected Service. If IP Nexia is prevented by force majeure to continue the execution of the contract entirely or partially, or if unforeseeable circumstances render the execution of the contract impossible, IP Nexia has the right to terminate the contract entirely or partially within the month of the beginning of the force majeure or when the force majeure is invoked or when the unforeseeable circumstances take place, without any prejudice and without compensation.

8.2 Assignment and Resale: Except for an assignment to an Affiliate, neither party may assign its rights and obligations under this Agreement or any Customer Order or Service Schedule without the express prior written consent of the other party, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees, notwithstanding any permitted assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may resell the Service to third party “end users”; provided that Customer agrees to indemnify, defend and hold IP Nexia harmless from claims made against IP Nexia by such end users.

8.3 Affiliates

Service may be provided to Customer pursuant to this Agreement by an Affiliate of IP Nexia, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of the GTC). Notwithstanding any provision of Service to Customer pursuant to the Agreement by an Affiliate of IP Nexia, IP Nexia shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of the Agreement.

8.4 Notices. Notices shall be in writing and sufficient and received if delivered in person, or when sent via fax, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by Postal Service (or First Class International Post as applicable), addressed as follows:

IF TO IP NEXIA:

IP Nexia Luxembourg S.à r.l.
Rue Goethe, 40
L-1855
Luxemburg
TEL: +352 20 20 23 82
Email : info@ipnexia.lu

IF TO CUSTOMER:

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FAX: +.....

As provided by the customer to IP Nexia by means of the “customer information intake form” agreed between the parties or at such other address as the party to whom notice is to be given may have furnished to the other party in writing In accordance herewith.

All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by Postal Service, or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by IP Nexia to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

8.5 Acceptable Use Policy:

(A) Subject to Section 8.5(B) below, Customer's use of Service shall comply with IP Nexia's Acceptable Use Policy and Privacy Policy, as communicated in writing to Customer from time to time. IP Nexia will notify Customer of complaints received by IP Nexia regarding each incident of alleged violation of IP Nexia's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that It will promptly investigate all such complaints and take all, necessary actions to remedy any actual violations of IP Nexia's Acceptable Use Policy. IP Nexia may identify to the complainant that Customer, or a third party that gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary Information to contact Customer directly to resolve the complaint Customer shall identify a representative for the purposes of receiving such communications.

(B) In the event IP Nexia modifies its then current Acceptable Use Policy and/or Privacy Policy during the Service Term of any Service, IP Nexia will exercise commercially reasonable efforts to notify Customer In writing of such modification. In the event such modifications materially and adversely affect Customer's use of the Service, Customer may elect to continue to use the affected Service in compliance with the version of IP Nexia's Acceptable Use Policy and/or Privacy Policy (as applicable) that was in effect immediately prior to the new modifications by providing IP Nexia written notice of such material and adverse effects on the Service within five (5) business days of Customer's receipt of written notice from, IP Nexia of such modifications. However, notwithstanding the foregoing, Customer shall not have such right of election as set forth in the foregoing sentence if, in the opinion of IP Nexia's legal or regulatory counsel, such modification to the Acceptable Use Policy and/or Privacy Policy (as applicable) are necessary in order to adequately protect IP Nexia's Interests as a result of any changes in applicable law, regulation, decision, rule or order.

8.6 Data Protection: During the performance of this Agreement, it may be necessary for IP Nexia to transfer, process and store billing and utilization data and other data necessary for IP Nexia's operation of its network and for the performance of its obligations under this Agreement. IP Nexia commits to handle all personal data of the Clients as described in the law for the protection of private life (see also on our website <http://www.ipnexia.lu/privacy-policy>).

8.7 Contents of Communications: IP Nexia shall have no liability or responsibility for the content of any communications transmitted via the Service (except for content solely created by IP Nexia), and Customer shall defend, indemnify and hold IP Nexia harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customers use of Service. IP Nexia provides only access to the Internet and other telecommunication networks; IP Nexia does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against IP Nexia relating to the

content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

8.8 Marks and Publicity:

(A) Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names without the prior written consent of the other party. The marks used in this Agreement are either registered service marks or service marks of IP Nexia, its Affiliates or third parties in Luxembourg, Belgium and/or other countries.

(B) Neither party shall issue any press release relating to any contractual relationship between IP Nexia and Customer, except as may be required by law or agreed between the parties in writing.

8.9 Non-Disclosure: Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties. In case no non-disclosure agreement is in place the parties will provide all necessary information and/or permissions to each other which are necessary for the supply of the services. Parties will in no case communicate the information given to them to any third parties neither during the execution of the contract nor after termination of the contract.

8.10 Governing Law: Luxembourg law is applicable to all contracts. In case of dispute, courts of the urban district of Luxembourg City are competent.

8.11 Entire Agreement: The GTC, all Service Schedule(s) and all Customer Order(s) constitutes the entire and final agreement and understanding between the parties.

8.12 Amendment: A Customer Order, may only be modified or supplemented by an Instrument in writing executed by a duly authorized representative of each party. Without limiting the generality of the foregoing, any handwritten changes to a Customer Order or any terms and conditions included in any Customer-provided purchase order shall be void unless acknowledged and approved in writing by a duly authorized representative of each party.

8.13 Order of Precedence. In the event of any conflict between the GTC and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Customer Order , (2) the Service Schedule and (3) the GTC.

8.14 Survival. The provisions of this Article 8 and Articles 4, 6 and 7 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

8.15 Relationship of the Parties. The relationship between Customer and IP Nexia shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for tax purposes.

8.16 No Waiver. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

8.17 Severability or Invalidity of a clause: If any provision of the GTC, service schedules or customer order forms shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and such declaration shall

not affect the remaining provisions of the Agreement between the parties. In the event that a material and fundamental provision of the Agreement between the parties is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective rights and obligations Imposed on each party under the Agreement as originally executed.

- 8.18 Joint Product: The parties acknowledge that the GTC, service schedules and customer order documents forming the Agreement between the parties is the joint work product of the parties. Accordingly, in the event of ambiguities in these documents, no inferences shall be drawn against either party on the basis of authorship of these documents.
- 8.19 Extension to employees: In case an extension of the agreement or parts of the agreement is made to the advantage of employees of the Customer, this extension will also be subject to the current GTC. The Customer commits to pay for the services used by the concerned employee(s). The Customer will inform IP Nexia immediately in writing of any circumstances when the access of the employee(s) to the network and to the services delivered as a result of the terms of the agreement between IP Nexia and the Customer, needs to be deactivated.
- 8.20 Handover of the contract: The Customer can only handover the contract if IP Nexia approves. The Customer will be held solely responsible for all commitments resulting of his contracts, even after the contracts have been handed over. Any handover of contracts by IP Nexia to a third party is legally enforceable to the Client, and IP Nexia will thereby be discharged of all obligations to the latter from the day the handover takes effect.
- 8.21 Change of GTC: IP Nexia has the right to adapt or change the GTC on condition that this does not result in an essential change for the Customer; 2. the Customer is informed of the change in writing or via publication of a new GTC on the e-services customer portal at the latest one month before the foreseeable change. If Customer can prove the change to the GTC will result in an essential negative change to the Agreement between IP Nexia and Customer, Customer has he has the right to cancel the Agreement without any penalty at the latest on the last day of the month following the month of the foreseen modifications.