

Version 2.0

General Terms and Conditions Service Provider

Article 1 Definitions

The terms as stated below in capital letters in these General Terms and Conditions and in any Supplementary Terms and Conditions which may be applicable shall mean the following:

Supplementary Terms and Conditions	conditions issued by the Service Provider, which are applicable and supplementary to the General Terms and Conditions of which this forms part of the Agreement based on which the Service Provider provides the specified services and/or products to the Customer
General Terms and Conditions	the Service Provider's General Terms and Conditions which form part of the Agreement
Services	all services and products which are provided to the Customer by the Service Provider by reason of the Agreement
Customer	the (legal) entity/person entering into the Agreement with the Service Provider or, to this end, entering into negotiations with the Service Provider

Hardware	the equipment used by the Service Provider or made available to the Customer on loan for the provision of Services
Agreement	the agreement on the basis of which the Service Provider provides Services as described on the Service Order Form, in then General Terms and Conditions and/or, if applicable, in the Supplementary Terms and Conditions as declared applicable by the Service Provider.
Service Order Form	the “Service Order Form”, the order form on which is set out in writing, among other aspects, which Service(s) the Customer wishes to purchase from the Service Provider
Service Provider	the enterprise delivering services and/or products to the Customer on the basis of the Agreement and over which the Easynet Group PLC has either direct or indirect control

Article 2 Realisation of the Agreement

- 1 All offers, tenders and estimates provided by the Service Provider are without any obligation and do not bind the Service Provider to entering into an agreement with the Customer.
- 2 An agreement with the Service Provider shall come into force when the Service Provider accepts a request for such an agreement from the Customer in writing.
- 3 The Service Provider is free to refuse such a request from the Customer without stating any reason for refusal.

Article 3 Applicable terms and conditions; precedence

- 1 These General Terms and Conditions are applicable to the Agreement and the legal relationship between the Service Provider and the Customer.

- 2 In addition to these General Terms and Conditions, Supplementary Terms and Conditions may also be applicable to certain services and products provided by the Service Provider. If a provision stated in the Supplementary Terms and Conditions be irreconcilable with that stated in these General Terms and Conditions, then that stated in the Supplementary Terms and Conditions takes precedence.
- 3 If a provision stated by the Customer and the Service Provider on a Service Order Form or any other special conditions agreed to in a document signed by both parties be irreconcilable with the General Terms and Conditions or the Supplementary Terms and Conditions then such special conditions take precedence.
- 4 The Service Provider does not accept the applicability of any general terms and conditions not imposed by the Service Provider.

Article 4 Obligations on the part of the Service Provider

- 1 The Service Provider shall take all reasonable steps necessary to provide the Services in accordance with the Agreement and to duly carry out the Service Providers' obligations.
- 2 Some Services of the Service provider are subject to regulation by Law. If such regulation imposes a change in price or service content, Provider has the right to change the services accordingly.

Article 5 Obligations on the part of the Customer

- 1 The Customer shall make use of the Service in accordance with the Agreement and/or any other instructions issued by the Service Provider.
- 2 The Customer shall make use of the Service in accordance with the legislation and shall not injure or harm the Service Provider and/or third parties by way of use of the Service.

- 3 The costs incurred by the Service Provider and/or any damage suffered by third parties which have to be reimbursed/compensated for by the Service Provider due to actions on the part of the Customer which are contrary to the two previous clauses shall be for the account of the Customer.

Article 6 Provision of Services

- 1 The Service Provider may temporarily suspend Services in connection with (preventative) maintenance and this shall not give rise to any rights on the part of the Customer for compensation and/or reimbursement of payments already made. On executing the maintenance however, the Service Provider shall take the reasonable interests of the Customer into account as far as possible.
- 2 In view of the nature of the Services, the Service Provider cannot guarantee that the Services will be delivered faultlessly and without interruption(s). Should an interruption occur, the Customer does not have any right to nor is entitled to any compensation and/or reimbursement in respect of payments already made unless otherwise agreed.
- 3 The Service Provider shall take all reasonable steps necessary to prevent and and to remedy interruptions.
- 4 If necessary, the Customer shall work actively together with the Service Provider to enable the Service Provider to carry out (preventative) maintenance for the provision of Services including maintenance on equipment at the location of the Customer.
- 5 The Customer should immediately advise the Service Provider of any interruptions and/or complaints.
- 6 All stated delivery times, service and product specifications stated by the Service Provider in Agreements are applicable as approximations only.

Article 7 Charges and Payment

- 1 All charges stated by the Service Provider are excluding Value Added Tax (VAT) and without any government levies.
- 2 The Customer should pay the required sum to the Service Provider in accordance with the payment terms and conditions as stated on the invoice unless otherwise agreed in writing.
- 3 The sums due from the Customer may comprise regular (subscription) payments, charges for use and other (single payment) charges such as connection charges, installation costs and charges incurred for moving location. Unless otherwise determined, regular payments will be invoiced monthly in advance, user charges will be invoiced monthly at the end of the period and single payment charges shall be invoiced once the Service Provider has carried out the relevant work.
- 4 Unless otherwise agreed, the Service Provider shall have the right to proceed with invoicing as soon as Service Provider has made the Services available to the Customer.
- 5 Unless otherwise stated, the Customer should pay the invoice within 30 days of invoice date
- 6 All payment periods stated by the Service Provider are fixed terms, the non-observance of which causes the Customer to be in default. .
- 7 On non-compliance with a payment period, the Customer is in default and, from the expired due date onwards, the Customer shall be charged 1,5 % interest per month on the outstanding sum.
- 8 Should the Service Provider proceed with debt collection following default, the Customer is liable for an additional sum for debt collection costs. This additional sum is 15% of the outstanding sum, with a minimum charge of € 140,00 excluding VAT. Should the debt collection costs be higher than this set charge, then the Customer shall be liable for the higher debt collection costs.

- 9 The Service Provider's administration is decisive for determination of the payment obligations on the part of the Customer unless the Customer provides evidence to the contrary.
- 10 The Customer is not authorised to offset payments in any way nor to suspend payment obligations on any grounds whatsoever.

Article 8 (Intellectual) Property Rights

- 1 All rights, (intellectual) property rights and know-how relating to (the use of) the Service, the appertaining facilities, the Hardware, to equipment/materials, documents and products issued to the Customer are exclusively the property of the Service Provider and/or the suppliers to the Service Provider. The Customer obtains solely a non-exclusive and non-transferrable user right in respect of the Service and the appertaining Hardware and facilities for the duration of the Agreement.
- 2 The Customer is not permitted, unless prior agreement is obtained in writing from the Service Provider, to make (any part of) the Service, the Hardware, documents, software or other materials/equipment issued to the Customer available to third parties by copying or any other means.
- 3 The Customer shall obtain information concerning any possible licensing conditions applicable to the use of the Service and shall comply with these conditions at all times.
- 4 Should third parties lay claim to or (consider taking) take legal action relating to the property or rights of the Service Provider then the Customer should report this in writing to the Service Provider.

Article 9 Privacy

- 1 The Service Provider complies with all applicable rules and regulations on legislation.

- 2 Any information obtained by the Service Provider shall only be used within the context of business operations on the part of the Service Provider, unless the Customer gives express permission for the information to be made available to third parties.
- 3 The Service Provider shall take suitable technical and organisation measures to protect the confidentiality of the Customer information. However, the Service Provider cannot guarantee the confidentiality of these details as, among other aspects and under certain circumstances, the Service Provider can be held to issue certain information to authorised (judicial) authorities.

Article 10 Liability

- 1 The Service Provider has no liability towards the Customer for any damage suffered by Customer unless this concerns:
 - damage to goods attributable to the Service Provider and where the Agreement concerns a periodic provision of services or goods, the compensation shall not exceed a maximum in respect of the total (periodic) fixed charges for one year per incident and, in other cases, to a maximum of the agreed price shall be reimbursed, in all cases to a maximum of € 25.000,00 per year;
or
 - personal injury or death accountable to the Service Provider, in which circumstances, the sum to be paid per incident shall be the sum paid out by the liability insurance held by the Service Provider, this to a maximum of € 450.000,00 per year.
- 2 The Service Provider has no liability towards the Customer for damage other than that stated under paragraph 1 of this article, and specifically no liability for consequential damage, loss of profits/turnover, missed savings, damage arising from business stagnation nor any damage resulting from loss of business information.

- 3 The Service Provider is not liable for any damage arising as a consequence of circumstances beyond the control of the Service Provider. Circumstances beyond the control of the Service Provider include, among others, labour relations (in respect of either third parties or the Service Provider), measures imposed by a supervisory body or governmental agency, shortcomings on the part of suppliers and/or other third parties, interruptions in (connections with) other telecommunication networks and the influence/effects of electronic viruses.
- 4 The limitations imposed relating to liability on the part of the Service Provider are not applicable should the damage suffered by the Customer be attributable to the Service Provider and be caused by wilful action or gross negligence on the part of management personnel employed by Service Provider.
- 5 The Customer shall, unless in all reasonableness this cannot be required of Customer, inform the Service Provider of the incident and the specifications of the damage suffered in writing within thirty days of date of damage. Non-compliance shall result in the loss of any right to compensation / reimbursement.
- 6 The Customer shall indemnify the Service Provider against all claims by third parties, including Customer's employees which relate to incorrect, careless or illegal use of the Service.

Article 11 Amendments

- 1 The Customer shall provide the Service Provider with all the necessary information as specified by the Service Provider for the fulfilment of the Agreement on time and in writing.
- 2 The Customer should immediately advise the Service Provider in writing of any changes in respect of the information provided. If possible, proposed changes must be advised in advance.
- 3 The Service Provider can periodically amend the General Terms and Conditions and/or the Supplementary Terms and Conditions as well as the rates and

- specifications for the Service. When possible, the Service Provider shall give thirty days notice from publication in respect of implementation of the changes. The notification of amendments/changes shall, among other aspects, be placed on the Service Provider's website. In view of this, the Customer shall regularly consult the Service Provider's website.
- 4 Should the amendments as intended under paragraph 3 of this article result in a considerable increase in the Customer's obligations, then the Customer has the right to cancel the Agreement in writing, this taking a period of notice of one calendar month into account.

Article 12 Duration, suspension and end of Agreement

- 1 Unless otherwise stated, the Services are purchased for a two-year period, calculated from the moment when the Service Provider makes the Services available to the Customer. The Agreement shall thereafter automatically be extended for one-year periods unless, at the end of the current (extended) duration, the Customer or Service Provider gives notice of termination, taking into account the three-month period of notice.
- 2 Should the Agreement have been entered into for an indefinite period, then each of the parties concerned may give notice of termination in writing; this taking the three month period of notice into account and provided that any applicable minimum duration has also expired.
- 3 Should the Service Provider, as a result of circumstances beyond the control of the Service Provider (see article 10 (3)) be unable to provide the Service to the Customer for more than thirty days, then each of the parties concerned can, duly stating the reasons therefor, give notice of termination in writing. Under such circumstances, the Customer and Service Provider owe each other nothing although the Customer is still obliged to discharge the costs/charges for Services already provided.
- 4 The Service Provider can temporarily or partly suspend the provision or dissolve the Agreement should the Customer not have, either correctly or on time,

complied with the Terms and Conditions of the Agreement and/or the Service Provider has reasonable grounds to believe that the Customer will not timely or correctly comply with the Terms and Conditions of the Agreement. Under such circumstances, the Customer has no right to any compensation and/or reimbursement of payments already made.

5 The Service Provider can dissolve the Agreement, this either in part or in its entirety with immediate effect and without further notice of default or judicial intervention without the Customer having any right to compensation and/or reimbursement of previously paid charges/costs should:

- the Customer cease business activities;
- an involuntary bankruptcy petition have been filed against Customer or
- bankruptcy have been declared;
- the Customer has been granted suspension of payments or a petition for suspension of payments has been entered;
- the Customer is under administration or placed under tutelage and/or
- the Customer has lost management control of his capital in any way whatsoever.

Article 13 Applicable Legislation and Court of Competent Jurisdiction

- 1 The Agreement is governed by Dutch law.
- 2 Disputes between the Service Provider and the Customer relating to the Agreement shall, with the exception of conditions of mandatory law, be brought before the Court of Competent Jurisdiction in Amsterdam.

Article 14 Final Provisions

- 1 Should one or more provisions in the Agreement, General Terms and Conditions or the Supplementary Terms and Conditions be found to be null and void or

- subject to annulment this shall not influence the validity of the Agreement nor the validity of other provisions/conditions. In these circumstances, the parties shall be bound by a provision/condition which approaches as closely as possible the intention of the provision/condition which has been found to be invalid.
- 2 Amendments to and/or supplements to the Agreement are only applicable should the Service Provider have confirmed these in writing to the Customer.
 - 3 The Dutch text is decisive for the meaning of the General Terms and Conditions, Supplementary Terms and Conditions and special user conditions.
 - 4 The Customer is not permitted to transfer any rights and/or obligations arising from the Agreement to third parties without prior written permission by Service Provider.
 - 5 Without prejudice to the responsibility of the Service Provider, third parties may be instructed by the Service Provider for the provision of the Service.