



C O M S A V E



# GENERAL TERMS AND CONDITIONS

COMSAVE B.V.

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# 1. DEFINITIONS AND DEFINITIONS OF TERMS

1.1 These General Terms and Conditions for telecommunications services of Comsave B.V. apply to and are part of all Order Forms signed by the Client.

1.2 The words and expressions specified below have the following meaning in this Agreement, unless the context unambiguously indicates otherwise:

## Acceptable Use Policy:

The rules set out by Comsave B.V. concerning the use, as published on the website of Comsave B.V. (<https://www.comsave.com>), including the changes implemented over time as referred to in Article 13.1 of these General Terms and Conditions;

## General Terms and Conditions:

These General Terms and Conditions for Telecommunications services of Comsave B.V.;

## Equipment of the Client:

Equipment that belongs to the Client or that the Client has control of and that is not part of the Equipment of Comsave B.V. or its partners; Comsave B.V.

Registered with the Chamber of Commerce of Amsterdam under number 32143484 and having its official place of business at Danzigerkade 227, 1013AP in Amsterdam, the Netherlands, hereinafter referred to as Comsave;

## Equipment:

All Equipment provided to the Client by Comsave or by a third party on behalf of Comsave for the provision of the Services;

## Contract Period:

The period for the provision of Services as specified on the Order Form or, if this period is not specified on the Order Form, an indefinite period. The minimum period is 2 (two) years. After this period there annually is an option of termination subject to the notice period (see Article 10.3 up to and including 10.5). The agreement is subject to the General Terms and Conditions and the Service Level Agreement. Both documents will be sent immediately on request;

## Service or Services:

All services provided by Comsave to the Client under these General Terms and Conditions, after the Client has requested these Services from Comsave by means of the relevant Order Form (subject to and after acceptance by Comsave) and as described in the applicable SLA;

## Service Description:

The specification of a Service to be carried out by Comsave;

## Affiliated Enterprise:

A legal entity that, pursuant to legislation, articles of association or regulations, represents a party to a Service Contract and/or directly or indirectly determines the day-to-day policy of this party;

## Client:

The legal entity or person who completed and signed the Comsave Order Form, and who sent this Order Form to Comsave. By signing the Client declares that they are authorised to sign and authorised to make decisions concerning relevant matters for the provision of the Service;

## Costs:

The costs the Client owes Comsave for the Services provided to them by Comsave, as described in more detail in Article 6.1;

## Credit Limit:

The amount that Comsave informs the Client of from time to time, this being the amount that the Client may owe before Comsave requests the Client to make a payment, as specified in more detail in Article 7.7. If no specific Credit Limit has been agreed upon with the Client, the Credit Limit is assumed to be €100;

## Minimum Monthly Costs:

A minimum amount as made known to the Client by Comsave from time to time, which amount Comsave may charge the Client per month regardless of whether or not the Service was used by or on behalf of the Client. If no amount has been agreed upon with the Client the amount will be €0 per month;

## Network:

The communications network managed by Comsave or an Affiliated Enterprise;

## Order Confirmation:

The confirmation by Comsave that the Client's order has been accepted;

## Order Form:

An order from the Client for Services of Comsave by means of submission of the Comsave standard form or in another manner accepted by Comsave;

## Force Majeure:

Includes any measure concerning regulations of any government, government body or body with authorities delegated by the government, which restricts or completely prevents access to the infrastructure.

## Service Contract:

The provisions of Article 3.1;

## Service Level Agreement, abbreviated to SLA:

The document describing the level of service provision concerning Services;

1.3 If these General Terms and Conditions specify periods in days, calendar days are meant.

1.4 Unless the context unambiguously indicates otherwise, the following applies to these General Terms and Conditions:

1.4.1 Headers and numbering of articles are exclusively intended to make it easier to refer to articles and do not affect the interpretation of the articles concerned.

1.4.2 The definition of words in the singular also includes the plural thereof and vice versa, and words referring to one gender also include the other gender; and

1.4.3 References to statutory provisions also include references to statutory provisions as they read from time to time as a result of amendments and/or supplements.

1.5 With the exception of the provisions in Article 9.1 of these General Terms and Conditions, the provisions in a Service Contract prevail in the event of a conflict or differences between a provision in the Service Contract and a provision in these General Terms and Conditions, to the extent that it concerns matters that can be agreed upon in more detail by means of the Service Contract.

1.6 Comsave may at all times transfer the rights and obligations under the agreement to another entity. This does not affect the conditions, both in respect of the price and the duration.

## 2. THE SERVICES

2.1 Comsave will provide Services to the Client in conformity with the provisions of these General Terms and Conditions and the provisions in the applicable Service Contract. Comsave provides its services on its own network as well as on networks of Colt Telecom, British Telecom, UPC, Ziggo and others as well as KPN.

2.2 Comsave has the right to change these General Terms and Conditions or a Service Contract (also including changes pertaining to Services and changes to the corresponding SLA). Changes as referred to here may relate to, among other things:

2.2.1 Technical and/or operational matters, all this provided that such changes do not negatively affect the agreed-upon Service in respect of essential points; and/or

2.2.2 changes to the applicable legislation and regulations in so far as required.

2.3 Comsave is entitled to carry out the Service Contract in parts. If this is the case, Comsave is entitled to invoice each delivered part separately from the time at which the part in question has been delivered.

## 3. CONCLUSION OF A SERVICE CONTRACT

3.1 After the Client agrees to the requested Service, Comsave will confirm this by means of an Order Confirmation. The Order Confirmation, the Order Form in question, the Service Description, SLA and these General Terms and Conditions together constitute the Service Contract.

3.2 Comsave is not obliged to accept the Order Form completed by the Client. If Comsave does not accept the Order Form, the Client is not entitled to any compensation.

3.3 Comsave will provide the service in accordance with the provisions in the Service Contract and with due observance of all reasonable care and knowledge.

## 4. OBLIGATIONS OF THE CLIENT

4.1 On the basis of these General Terms and Conditions and the Service Contract the Client hereby undertakes the following commitments:

4.1.1 the Client will not use the Services for unlawful purposes, and will not receive or send messages that are contrary to public morality, that are offensive, obscene, threatening or defamatory, or lead to an infringement of an intellectual property right (including, but not restricted to, trademarks, copyrights or rights pertaining to domain names), nor will the Client allow others to do so;

4.1.2 the Client will comply with Comsave's Acceptable Use Policy;

4.1.3 the Client will not intentionally intercept or attempt to intercept messages sent by means of the Network;

4.1.4 the Client will not intentionally or recklessly send messages or viruses by means of the Network that may damage Comsave, Comsave's clients or their communications systems;

4.1.5 the Client will comply with the applicable legislation and regulations;

4.1.6 the Client will immediately inform Comsave if passwords or other confidential information provided to the Client by Comsave have become known to a non-authorized user;

4.1.7 the Client will only connect equipment and/or networks to the Network that Comsave has approved and that, if applicable, have been approved and that meet the standards for normal use and in respect of which the Client, if required, owns a valid licence; during the term of the Service Contract the Client will comply with the reasonable instructions provided by Comsave for the use of the Services;

4.1.8 if Comsave deems this necessary for the provision of the Service, the Client will, upon request, immediately provide technicians of Comsave and personnel designated by Comsave access to all relevant buildings and sites of the Client and/or third parties;

4.1.9 the Client will not provide third parties with information or guarantees concerning the Services;

4.1.10 without prior permission from Comsave the Client will not assign or transfer telephone numbers; the use of the service numbers is expressly reserved to the contracting party that concluded the agreement with Comsave. Reselling, making use of telephone numbers for the benefit of other parties or selling Comsave's services again is expressly forbidden, unless agreed in writing with Comsave.

4.1.11 the Client undertakes the commitment to Comsave that their customers or other third parties making use of the Services with permission from the Client comply with these General Terms and Conditions and the Service Contract in question;

4.1.12 the Client will comply with any additional obligations as described in the Service Description in question.

4.2 The Client indemnifies Comsave for all claims made by third parties and for all damage or losses, costs (including legal costs) and expenses that Comsave must incur as a result of non-compliance with the Service Contract by the Client (or their customers) of the Services, with the proviso that:

4.2.1 Comsave will inform the Client immediately of the existence of a claim;

4.2.2 the Client will (be able to) conduct proceedings themselves;

4.2.3 Comsave will provide the Client (with the Client bearing the costs) with all possible support that can reasonably be expected from Comsave in respect of putting up a defence; and

4.2.4 this indemnification is not applicable to the extent that a claim or a part of a claim is a direct result of an act or omission by Comsave.

## 5. EQUIPMENT OF THE CLIENT

5.1 If Equipment of the Client is located in Comsave's business premises, the Client agrees to the following:

5.1.1 Comsave will determine the location of the Equipment of the Client. Comsave will have the right to change the location where the Equipment of the Client is placed subject to a reasonable term of notice;

5.1.2 the Client will ensure that there is no borrower/lender relationship;

5.1.3 the Service includes the right to place the Equipment of the Client in Comsave's business premises. Upon termination of the Service Contract concerned, the Client will remove the Equipment of the Client from Comsave's business premises without delay. If the Client fails to do so, Comsave has the right to remove the Equipment of the Client in question, at the risk and expense of the Client.

5.1.4 the Client will not make user names, passwords or information about safety certificates known to unauthorised persons and will not keep keys or passes that provide access to Comsave's business premises;

5.1.5 the Client will take out comprehensive insurance for all Equipment of the Client located at Comsave's business premises;

5.1.6 the Client will ensure that persons entering Comsave's business sites on behalf of the Client:

5.1.6.1 do not harm or damage persons or property;

5.1.6.2 have identification on them;

5.1.6.3 do not perform actions in respect of other equipment in Comsave's business premises;

5.1.6.4 inform Comsave thereof one business day in advance

5.1.6.5 observe all health and safety regulations, which Comsave will inform the Client about from time to time

## 6. COSTS

6.1 After agreement between Comsave and the Client concerning the Costs for the provision of Services, these Costs will apply for the agreed-upon Contract Period, or another agreed-upon period. Comsave is entitled to change the Costs at any time after the Contract Period or other agreed-upon period has expired, all this only in writing and subject to a period of 30 (thirty) days.

6.2 Unless stated otherwise, the Costs are exclusive of VAT; Comsave will add the VAT amount to the invoice amount.

6.3 Comsave is entitled to change the prices of the Service(s) annually in accordance with the Consumer Price Index (CPI) of Statistics Netherlands [Centraal Bureau voor de Statistiek] without further notice.

## 7. PAYMENT CONDITIONS

7.1 Comsave will send invoices to the invoice address as specified on the Order Form or to another address that the Client has, at another point in time, submitted to Comsave as invoice address.

7.2 Payment by the Client will take place in accordance with the following provisions:

7.2.1 Rental costs will be paid by the Client in advance (either per month, per quarter or per year), effective from the date specified in the Service Contract concerned;

7.2.2 all usage Costs must be paid in arrears on a monthly basis; and other Costs no later than 14 (fourteen) days of the invoice date or in conformity with the provisions in the applicable Service Contract, to the extent that they differ.

7.3 The Client:

7.3.1 will pay all invoiced and due and payable Costs within 14 (fourteen) days of the invoice date. If the Client contests invoiced Costs, the Client must inform Comsave thereof in writing within 14 (fourteen) days of receipt of the invoice, stating which exact amounts are contested and giving reasons;

7.3.2 is responsible for payment of the invoices, irrespective of whether or not the Client approved the use of the Services; and

7.3.3 is not entitled to set off any amount, to withhold any amount or to suspend the payment for whichever reason.

7.4 The Client must pay all amounts owed under these General Terms and Conditions and/or the Service Contract in their entirety without reductions or deductions of whichever nature, unless and to the extent that the law requires such a reduction or deduction. If a reduction or deduction is required on that basis, the Client will pay an additional amount so that the net amount that Comsave receives is equal to the full amount that Comsave would have received, if no deduction or setoff was required.

7.5 From the time at which the Client does not pay one or more due and payable amounts to Comsave, or does not do so in time, the Client is in default by operation of law and all amounts that the Client owes Comsave become immediately due and payable. Comsave has the right to charge 1 per cent interest per month or statutory commercial interest, if this is higher, in respect of all amounts that are due and payable in this respect, calculated from the date on which the payment became due and payable until the date on which payment is made in full (including interest). Without prejudice to the provisions of this paragraph, the Client is required to reimburse Comsave for all judicial and extrajudicial costs and expenses, incurred in order to collect the due amount. The extrajudicial costs will be calculated in accordance with the collection rates of the Netherlands Bar Association, without prejudice to Comsave's right to charge the Client for the costs actually incurred.

7.6 Comsave has the right to require the following from the Client, prior to the provision of services:

7.6.1 to give authorisation for direct debt collection;

7.6.2 to pay a deposit to Comsave;

7.6.3 to have a third party furnish security for the benefit of the Client;

7.6.4 to pay Comsave an advance payment as security for the payment of Costs.

7.7 Comsave has the right to change the payment conditions of the Client (giving notice) in the sense that a period of less than 14 (fourteen) days will be used and/or a (modified) Credit Limit will be used, with the Client's total amount owed to Comsave (including costs not yet invoiced) not being allowed to exceed this Credit Limit.

7.8 Comsave will never accept any of the following payments:

7.8.1 payment in cash;

7.8.2 bank cheques or similar payment instruments;

7.8.3 payments by third parties on behalf of the Client; or

7.8.4 payments by other members of the same group company of the Client or enterprises affiliated with the Client in another way.

7.8.5 If the Client tries to pay using one of the manners described in Article 7.8, Comsave is entitled to refuse the payment and to act as if the Client did not pay (in time).

7.8.6 Comsave has the right to set off amounts that it owes against amounts that are due and payable by the Client under a Service Contract. Comsave has the right to suspend the performance of the Services once the amount owed (which includes amounts already charged as well as amounts for Services already provided but that still need to be invoiced, all this including contested amounts and including VAT) to Comsave by the Client exceeds the Credit Limit.

7.8.7 If the Client's Costs are less than €20 Comsave reserves the right to postpone the invoicing of these Costs for up to a maximum of 12 (twelve) months from the time at which the Costs became due and payable. If the Costs were not invoiced within a period of more than 12 (twelve) months due to an administrative error, this Article does not release the Client from their obligation to pay for these Costs.

7.8.8 Without prejudice to the provisions above Comsave has the right to charge the Client Minimum Monthly Costs, irrespective of whether or not the Service was actually used by or on behalf of the Client during the month in question.

7.8.9 Comsave will comply with its Compensation payment obligations within 40 (forty) days of the end of the month and after receipt of monies from operator. Unless expressly agreed otherwise in writing.



## 8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Client acknowledges and agrees that no right to intellectual property rights that might arise from the use of the Services exists on their part.

8.2 All rights of intellectual property, used with, embodied in or connected to the Services are vested in Comsave or the licensee. No (intellectual) property right connected thereto will transfer to the Client, unless expressly stated in a Service Contract or other agreement between the Client and Comsave.

8.3 The provisions of Articles 8.1 and 8.2 do not apply to rights of intellectual property arising from information that the Client receives, making use of the Services.

8.4 The Client agrees to the provisions of Articles 8.1 and 8.2 and hereby declares that they will not carry out acts (intended to have legal effect) that breach the rights of Comsave (or of a third-party supplier) pertaining to the Services, that restrict these rights or impede the exercise of such rights. The provisions in this paragraph include but are not restricted to the use of the trade name of Comsave or trademarks to which Comsave is entitled.

8.5 If Comsave provides the Client with software by means of the internet in order to enable the Client to make use of the Services, Comsave will provide the Client with a non-exclusive, non-transferable licence to use the software for that purpose during the term of the Service Contract pertaining to the Services in question. Comsave will periodically inform the Client of the conditions that apply to this licence in the Netherlands.

8.6 The Client is not allowed to copy or modify software, manuals or other documents pertaining to the Services without prior written permission from Comsave to do so, unless it is legally permitted and the Client is expressly authorised to do so under the Service Contract or under another agreement concluded between the Client and Comsave.

## 9. LIABILITY

9.1 The provisions of these General Terms and Conditions do not serve to exclude:

9.1.1 liability of the Parties for death or injuries caused by negligence of a Party (or of an intermediary or subcontractor);

9.1.2 liability of a Party for damage or losses caused by an intentional act or gross negligence of the other Party; This Article 9.1 prevails over all other provisions laid down in these General Terms and Conditions and/or Service Contract.

9.2 Without prejudice to the provisions in Articles 9.1 and 9.3 Comsave's total liability in respect of the Client arising from a Service Contract and/or these General Terms and Conditions, on account of unlawful acts (including negligence) or otherwise, is restricted to €5,000 per incident causing damage with successive incidents being considered as one incident.

9.3 With the exception of the provisions in Article 9.1 Comsave is not liable to the Client for:

9.3.1 loss of profits, expected savings failing to materialise, loss of turnover, deteriorated prospects, loss of income, loss of time, loss of goodwill or a damaged reputation, or the loss of or damage to data (including damage and restoration of data), penalties, or damage or losses suffered by third-parties, irrespective of whether it concerns direct, indirect or consequential damage or losses; or

9.3.2 indirect damage or losses or consequential damage or losses (including damage or losses already excluded in Article 9.3.1), irrespective of whether or not Comsave was aware of the circumstances that gave rise to the damage or losses, arising from or related to these General Terms and Conditions and/or a Service Contract.

9.4 Comsave is not liable for damage, in whichever form, to the Client's business premises, caused by the installation, repairs or removal of equipment by Comsave's auxiliary persons unless such damage was caused intentionally or by gross negligence on the part of Comsave's auxiliary persons, all this always subject to the restrictions contained in Articles 9.2 en 9.3.

9.5 Comsave is not liable to the Client for incidents that occur beyond Comsave's control, including, but not restricted to, failures of third-parties operating beyond Comsave's control, (including telecom companies, equipment suppliers, installers or maintenance engineers), government measures, disruptions in the provision of services of the network of a third-party, or any other cases of force majeure.

9.6 Comsave's liability for failures pertaining to the performance of an SLA is restricted exclusively to the compensation scheme as included in the SLA.

9.7 Unless expressly laid down in these General Terms and Conditions and/or the Service Contract and/or accompanying SLA, the Client cannot derive any rights on the grounds of the law, custom or otherwise (also in respect of quality and suitability) from any representations of facts, guarantees and promises, explicit or implicit.

## 10. DURATION AND TERMINATION

10.1 A Service Contract takes effect from the date at which the Service is made available and remains in effect for an indefinite period of time. The minimum period is 1 (one) year, unless otherwise agreed. After this period there is monthly option of termination. the termination notice period is 1 (one) month The agreement is subject to the General Terms and Conditions and the SLA. without prejudice to the provisions in Articles 10.4 and 10.5. Both documents will be sent to the Client immediately on request.

10.2 In addition to Comsave's other rights, it is at all times entitled to suspend the obligations under these General Terms and Conditions and/or a Service Contract and to suspend the provision of Services or to suspend payment, without having to inform the Client thereof:

10.2.1 immediately after Comsave, with due observance of a period of fourteen (14) days, made a written demand to the Client in connection with late payment of the Costs and the Client did not proceed to pay after this period; or

10.2.2 immediately by means of a written statement if the Client to a serious degree fails to comply with obligations under these General Terms and Conditions, a Service Contract or under any other agreement between Comsave and the Client (or, if the failure can be remedied by the Client, the Client fails to remedy the failure after a written demand to do so); or

10.2.3 immediately as soon as, in respect of the Client (or the Client's parent company), a winding-up petition has been filed and/or the Client (or the Client's parent company) has applied for a moratorium, and/or the Client (or the Client's parent company) has requested the debt management scheme for natural persons to be applied, and/or the Client (or the Client's parent company) is in the process of liquidation or voluntarily effects a composition with their creditors, other than to implement a reorganisation; or

10.2.4 as soon as Comsave is required to do so as a result of a decision or regulation of a government agency or administrative body.

10.3 Upon termination of a Service Contract the total amount of invoices and costs due up to the date of termination under the Service Contract in question, becomes immediately and fully due and payable. In such case the Client is not entitled to set off or withhold any amount or to suspend the payment.

10.4 Upon termination of a Service Contract, for whichever reason, the Client must immediately cease using the Service described in the Service Contract and the Client's right to make use of the Service in question ends with immediate effect.

10.5 Termination or the end of a Service Contract does not affect accumulated rights or obligations or provisions which were intended to remain in effect or come into effect upon termination of the Service Contract or after the Service Contract ends.

10.6 In the event that Comsave suspends the Services to the Client due to a failure on the part of the Client, Comsave may charge the Client reasonable costs for reactivating the Service.

10.7 If a Client cancels an existing order in writing before the 'PD'

(Comsave Promise Date) or if the Client requests Comsave in writing to change an existing order to a significant extent (for example: address changes; changes of the Service to be purchased from Comsave; changes of point of presence), the Client is obliged to reimburse Comsave for all costs resulting from the cancellation or changes, notwithstanding Comsave's other rights. The amount owed by the Client to Comsave as a result of this is made up of the subscription costs during 75 per cent of the minimum agreed-upon term and the corresponding annual costs. If Comsave does not charge installation costs for the Services or if a discount in respect of the installation costs was agreed upon in the Service Contract in question, Comsave reserves the right to pass on to the Client the costs due to cancellation or changes on the basis of the basic premise above and Comsave's standard installation rates in effect at that time. Moreover, Comsave is entitled to charge for all costs that it incurred on and prior to the date on which Comsave received the Client's written request to cancel or make changes in connection with the provision of the Service (for example: costs in connection with the network, costs in connection with reaching agreement with the owner of the premises).

10.8 If the Client cancels a Service after the MPD date and before the Contract Period has expired, all Costs that the Client would owe Comsave until the end of the Contract Period (including, if applicable, a notice period), are immediately and fully due and payable.

## 11. PROTECTION OF PERSONAL DATA

11.1 As far as described in Article 11.2, the Parties agree that they will fulfil their obligations under the legislation and regulations pertaining to the protection of personal data and have all required registrations and permits, including (as regards the Client) those registrations and permits that the Client must have to enable Comsave to process personal data in connection with the performance of its obligations pursuant to a Service Contract and/or these General Terms and Conditions.

11.2 The Client agrees that Comsave, in performing its obligations pursuant to a Service Contract and/or these General Terms and Conditions, may process personal data as described in, among other things, the Personal Data Protection Act of 1 September 2001, in accordance with the Comsave Privacy Policy.

11.3 This provision only applies to personal data. The Client agrees that Comsave, with due observance of applicable legislation and regulations, collects data about the Client's use of the Services as well as other personal data that the Client provides to Comsave, and submits this data to the following entities, whether located outside of the European Union or not:

11.3.1 Affiliated Enterprises with the intention to use or process the data for purposes pertaining to Comsave's telecommunications services or other services related to these General Terms and Conditions;

11.3.2 a government agency or administrative body in order to comply with applicable legislation and regulations and instructions that are imposed on Comsave by such an agency; and

11.3.3 third parties with which Comsave has agreed that they will support Comsave in respect of the provision of the Services or advertising for other services. Comsave does not have the right to sell personal data to these third parties without prior permission from the Client.

11.4 At the Client's request Comsave will provide the Client with information about all personal data of the Client that is saved and will modify all information that the Client designates to be incorrect.

11.5 Comsave is entitled to transfer the client to its legal successor, without requiring the client's prior written permission for this.

## 12. CONFIDENTIALITY

12.1 In this Article 12 'Confidential Information' means all confidential information that one of the parties to the Service Contract (the 'Disclosing Party') provides (in writing, verbally, directly or indirectly) to the other party (the 'Receiving Party'), before or after the conclusion of the Service Contract, including, but not restricted to, information pertaining to products of the Disclosing Party, their activities, operational processes, plans, product information, know-how, business secrets, intellectual property rights, market circumstances and business procedures. The term 'Confidential Information' also includes these General Terms and Conditions, the Service Contract and the provisions therein.

12.2 During the term of a Service Contract and after it has ended, the Receiving Party:

12.2.1 will refrain from using Confidential Information for a purpose other than for the performance of its obligations under a Service Contract and/or these General Terms and Conditions;

12.2.2 will not disclose Confidential Information to third parties, unless this takes place with prior written permission from the Disclosing Party or unless this takes place in conformity with the provisions in 12.3 and 12.4;

12.2.3 will make every effort to prevent the use or disclosure of Confidential Information.

12.3 The Receiving Party is allowed to disclose Confidential Information to its managing directors, employees and subcontractors (hereinafter: Third-Party Recipients) subject to the proviso that such disclosure is required for the performance of a Service Contract.

12.4 Before disclosing Confidential Information to a Third-Party Recipient, the Receiving Party must ensure that the Third-Party Recipient is aware of the obligations of the Receiving Party under these General Terms and Conditions and that the Third-Party Recipient will comply with these obligations as if they were party to the Service Contract.

12.5 The provisions in paragraphs 2 up to and including 4 do not apply to Confidential Information:

12.5.1 that was already known to others than the Receiving Party at the time at which the Service Contract took effect or at any time thereafter, unless this was the result of a shortcoming of the Receiving Party or a Third-Party Recipient;

12.5.2 in respect of which the Receiving Party can demonstrate, to the satisfaction of the Disclosing Party, that the Receiving Party was already aware of the Confidential Information at a point in time prior to the disclosure by the Disclosing Party to the Receiving Party;

12.5.3 that the Receiving Party is informed of other than by reason of the Service Contract and that it is informed of without restrictions concerning the use or disclosure; or

12.5.4 that under the applicable legislation and regulations must be made public.

## 13. GENERAL

13.1 Comsave kan zijn Acceptable Use Policy wijzigen, mits zulke wijzigingen:

1. wijzigingen in de van toepassing zijnde wet- en regelgeving in zich hebben en/of aanpassingen betreffen aan de normale gebruiken met betrekking tot de Diensten; en/of leiden tot het verbieden van misbruik van de Diensten; of
2. Comsave may change its Acceptable Use Policy, provided that such changes:
3. constitute changes to the applicable legislation and regulations and/or are changes to normal practices pertaining to the Services; and/or lead to prohibitions on misuse of the Services; or
4. do not fundamentally diminish the quality or service level of the Service.

13.2 A Service Contract contains all arrangements currently applicable between Comsave and the Client pertaining to the Services and replaces all prior relevant written and oral arrangements that Comsave and the Client made, with the exception of those arrangements that expressly remain in effect after the termination.

13.3 By concluding a Service Contract Comsave and the Client do not rely on or exercise a right of recourse in respect of any statement, presented representation of facts, guarantee or arrangement made by Comsave or the Client other than explicitly laid down in these General Terms and Conditions and/or the Service Contract.

13.4 If any provision of these General Terms and Conditions and/or the Service Contract is considered void (in part or in its entirety) by a competent court, the other provisions of these General Terms and Conditions and/or the Service Contract remain unimpaired.

13.5 Each event in relation to which no action is taken in connection with a breach of the provisions of these General Terms and Conditions and/or the Service Contract and each concession by Comsave to the Client, or extra time granted to the Client by Comsave,

is restricted to the event in question and does not affect all other rights of Comsave under these General Terms and Conditions.

13.6 Changes to these General Terms and Conditions and/or the Service Contract or to one of the documents referred to are only valid if laid down in writing and signed by Comsave or by Comsave and the Client. The Client is not allowed to transfer (a part of) the rights under these General Terms and Conditions and/or the Service Contract to a third party.

13.7 During the term of the Service Contract and during a period of six (6) months following its end the Client is not allowed to offer employees of Comsave to take up employment with the Client or to make attempts to do so.

13.8 Comsave may change numbers it assigned to the Client for operational or other reasons with due observance of the principle of reasonableness and fairness.

13.9 The Client warrants that the person who signs on behalf of the Client is authorised to do so.

13.10 The law of the Netherlands applies to these General Terms and Conditions and to each Service Contract. Disputes concerning these General Terms and Conditions and/or the Service Contract and the implementation thereof will exclusively be submitted to and settled by the competent court.

13.11 Books 7 and 7A of the Dutch Civil Code, the Dutch Commercial Code and the Vienna Sales Convention of 1980 do not apply to any provision in the Service Contract and/or these General Terms and Conditions, with the exception of any applicable mandatory rules of law.

13.12 Notifications to the address of Comsave must be sent to the address of Comsave's principal office in the Netherlands. The Client's correspondence address is the address as specified on the Order Form or, in the alternative, the address of its official place of business under the articles of association.

13.13 Unless the Client informs Comsave in writing, giving reasons, within 5 (five) days of the provision of the Service that the Service does not function in accordance with the Service Contract, the Service is

considered to have been provided as agreed.

13.14 All notifications related to these General Terms and Conditions and/or the Service Contract must take place in writing and must be sent by courier, by regular post or by fax. Messages that:

13.14.1 are delivered in person, are considered to have been received immediately upon delivery;

13.14.2 have been sent by post are considered (in the absence of confirmation of earlier receipt) to have been received 48 hours after the date.

13.14.3 have been sent by fax or electronically, are considered to have been delivered on the business day (or the following business day if sent after 17.00 hours) on which the message was sent, if the receiver did not get an error message upon delivery.

13.15 The Client gives Comsave permission to make public statements concerning the fact that the Client is a client of Comsave. Unless the Client has given written permission to do so, such statements will not describe the financial importance of the Services, nor other essential elements thereof.

13.16 The Client is not entitled to assign or otherwise transfer a Service Contract or the rights and obligations arising therefrom without prior written permission from Comsave, which permission will not be denied or delayed on unreasonable grounds. If the Client wishes to assign or otherwise transfer the Service Contract or the rights and obligations arising therefrom to an Affiliated Enterprise or another party, the Client must submit a written request to this end to Comsave, giving reasons, and must do so at least 3 (three) months before a possible transfer. Comsave is entitled to assign or transfer a Service Contract or the rights and obligations arising therefrom to an Affiliated Enterprise with an equivalent financial position.

13.17 Comsave has the right to have a third party perform its obligations under a Service Contract and/or these General Terms and Conditions (including maintenance obligations) without prior permission from the Client, subject to the proviso that Comsave remains responsible for the performance of these obligations. None of the parties to a Service Contract give the other party the right to use trademarks, trade names or other promotional or public manifestations.



