# FUZER AGREEMENT

## TERMS AND CONDITIONS

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1 Definitions

Unless otherwise specified, the terms below shall have the following meaning for the understanding of the Agreement:

Affiliate: any person controlled by, controlling or under common control with a party and "control" means the power to direct, directly or indirectly, the management of another person or entity.

Agreement: the terms and conditions agreed between Fuzer and the Client, as outlined in the Order Form, and in these terms and conditions.

Telenet Group sprl: The company providing the Mobile Network Access Services to Fuzer, and the roaming access worldwide.

Client: the company or natural person having accepted the quotation indicated on the Order Form, and, in the case of a company, the member of his personnel, his consultants, agents, (sub)contractors or any other representative acting for the company.

Cluster of SOP: A cluster of SOPs is defined as a number of SOPs linked to the same master SOP. Those SOP have the same configuration except modules and SOP Key configuration.

Computer System: the computer system which is under direct control of the Client.

Confidential Information: all information disclosed (in any form) by Fuzer to the Client which is marked confidential or which it is reasonably apparent should be treated as confidential, including information relating to Fuzer’s services and equipment, operations, processes, plans or intentions, know-how, design rights, trade secrets and business affairs.

Content: the information that is made available to the Client via the Internet (public networks), Intranet (corporate networks) or other applications, regardless of the identity of the Content Provider.

Content Provider: natural or legal persons responsible for the design, management and distribution of Content.
CPE: Client Premises Equipment, the Fuzer equipment installed on the Client’s premises.

CRS: Customer Report System, contains the information requested for the provision of the Services, such as the information about End Users.

CSAF: Critical Service Affecting Fault. A fault is considered as a CSAF if less than 80% of 'X' telephone sets actually succeed in establishing a voice communication to the PSTN network or if less than 80% of 'Y' telephone sets actually succeed in receiving a voice communication from the PSTN network, where 'X' and ‘Y’ are the number of telephone sets, located in the same LAN network, supposed to be able to establish ('X') or to receive ('Y') a voice communication to the PSTN network.

A telephone set is identified by the device ID that has been assigned to it by Fuzer. CSAF are always measured per LAN network, never globally across a VPN network. CSAF are not applicable on Desktop and Mobile applications.

End User: Person who is using the Services delivered by Fuzer to the Client.

Equipment: the equipment ordered by the Client, as well as all ancillary services related thereto.

Fix Services the fix telephony service and the additional fix services that Fuzer provides.

Force Majeure: any event (other than in relation to payment) beyond a party's reasonable control affecting the performance of that party's obligations under the Agreement and that such party is unable, by the exercise of reasonable diligence, to remove or to avoid. Such events include but are not limited to any act of God or Government, flood, fire, explosion, lightning, terrorism, any damage to the Fuzer Service or Equipment, or to the voice networks deliberately or negligently caused by a third party, any industrial action outside the direct control of the affected party.

Fuzer: SA Fuzer, with its registered office at Chaussée de Bruxelles, 408, 1300 WAVRE, Belgium (Tel.: +32(0)2.788.74.30 – Fax: +32(0)2.788.74.31 – E-mail: info@fuzer.net), listed in the Banque Carrefour for Enterprises under, company number 0564.795.762 (VAT BE0564.795.762).

Fuzer Connect: web-based application that gives access to rich communication from a browser and that is linked to mobile and/or land line identity.

Fuzer UCS: Refers to the unified communication services sold by Fuzer.

Fuzer Versioning: Fuzer is using a 3-digit sequence based identifier, separated by a ‘.’: major.minor.bugfix. Each sequence can consist of 1 or multiple digits. A first release has a major number higher than 0.
- **Major Release**: Contains significant new features.
- **Minor Release**: Contains new features or improvements and optionally bugfixes.
- **Bugfix Release**: Contains only bugfixes.

**Handover Form**: Official document to be signed by the Client to confirm that the service delivered by Fuzer is in conformity with the signed order.

**Incident**: Unplanned interruption to a Service or the reduction in the quality of a Service which was running and tested during the implementation.

**Mobile Data Services**: Mobile Services that are offered to the Client by Fuzer or by a Content Provider and that enable the Client to gain access via a mobile telephone to the internet (public network), an intranet (corporate networks) or other applications (BlackBerry, WAP, MMS, Text Messaging) via the Network.

**Mobile Network**: the mobile telephony network of Telenet Group sprl and/or the ADSL and telephony network that is used by Fuzer for providing Services.

**Mobile Services**: the mobile telephony service and the additional mobile services that Fuzer provides.

**Network connectivity Services**: the network services that Fuzer provides through network services providers such as but not limited to leased lines, internet access, ip-vpn or sip trunk.

**Office Hours**: CE(S)T, from 08:00 to 18:00, Monday till Friday, official Belgian holidays excluded.

**Order Form**: form needed to be signed by Client to access the Services delivered by Fuzer

**Party or Parties**: Fuzer, the Client or both of them.

**Problem**: A technical issue is considered as a Problem if it causes a recurring Incident on the Service.

**RMA number**: the Return Merchandize Authorization number provided by Fuzer when a complaint for defective Equipment has been duly filled in by the Client.

**Service**: the service ordered by the Client as described in the Order Form(s), as well as all ancillary services related thereto.

**Service Portal**: [https://fuzer.net/service/](https://fuzer.net/service/)

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SIM Card: the chip card that is provided by Fuzer to a Client and that requires to be inserted into the End Users’ mobile phone to be able to utilize the mobile telephony Network.

SMP: the Fuzer Service Management Platform used by the administrator and user to configure and maintain their Fuzer Services.

Standard Call Flows: The Fuzer solution ordered by the Client will be pre-configured with one of the standard Fuzer solutions which feature packs that are tailored to the needs of the enterprise market, offering all standard and advanced telephony features like IP Telephony, VOIP/SIP trunking, Voice mail, Conference calling, Inbound Call Center, Call Back and much more.

Software Bug: A problem is considered as a software bug under the following cumulative conditions:
1. the Fuzer UCS is not behaving according to the technical specifications;
2. the behavior cannot be corrected by using the SMP web interfaces;
3. the behavior occurs on the Fuzer UCS of another Client running the exact same software and configuration.

SOP: Fuzer Service Operation Point. It is either a physical appliance or a virtualized machine, called vSOP. SOP's and vSOP's are configured via the Service Management Platform (SMP). SOP’s are the operational servers for any Fuzer based services. From FMC Solutions to PBX, Application servers, SBC’s,...

Support Credits: means of payment of the support Services ordered by the Client to Fuzer from time to time.

Support Services: the SLA option(s) and Fuzer UCS solutions as ordered by the Client and described herein.

Text Message: short text messages of up to 160 characters that the Client can send and receive using his mobile telephone.

TTR: Time To Repair is the time in which Fuzer guarantees that a CSAF will be solved.

VOIP Compliant Connection: a full duplex IP connection which can reliably carry voice traffic over IP. This IP connection must comply with the following criteria:
- Jitter: Jitter refers to the mis-spacing of the arrival of packets at the called party telephone end point. Excessive jitter will cause frying sounds to be heard on the call, and should therefore not exceed 15 milliseconds.
• Delay: The International Telecommunications Union (ITU) defines a standard for one-way delay as being a maximum of 150 milliseconds before the user starts to perceive the delay.
• Packet loss: The IP Telephony industry usually recommends maximum packet loss figures of around 0.25% as being the most that the average human hear can tolerate without losing sense of a conversation.
2 General conditions

2.1 Scope

These terms and conditions are an integral part of the order signed by the Client, together with which they form the Agreement of the Parties according to the following order of precedence:

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<tbody>
<tr>
<td><strong>●</strong></td>
<td>the order</td>
</tr>
<tr>
<td><strong>●</strong></td>
<td>the specific conditions applicable to:</td>
</tr>
<tr>
<td></td>
<td>0 Article 3 - the IP-PBX and Unified Communication Services</td>
</tr>
<tr>
<td></td>
<td>0 Article 4 - the Equipment</td>
</tr>
<tr>
<td></td>
<td>0 Article 5 - the Network Connectivity Services and Fix Services</td>
</tr>
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<td></td>
<td>0 Article 6 - the Mobile Services</td>
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<tr>
<td><strong>●</strong></td>
<td>Article 2 - the general conditions</td>
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By signing the Order Form, the Client has expressly accepted these terms and conditions as well as all changes subsequently made thereto.

These terms and conditions are available at the following Internet address: “http://www.fuzer.net” and may be recorded in the form of an electronic file or on-demand.

In the absence of express written acceptance to the contrary from Fuzer, these terms and conditions exclude all other terms and conditions, both general and special, of the Client and their respective subcontractors.

2.2 Order

The order placed by the Client is the one formalized in the Order Form and returned signed by the Client to Fuzer.

Fuzer reserves the right to impose a fixed penalty for breach of any order, without notice being served, in the event that the Client cancels, in full or in part, an order after a period of three working days of signing the order. Such penalty equals the amounts of the order value.

Unless otherwise agreed in writing by the Parties, the delivery of Equipment and performance of Services never include the following:

- Manual customization of the system software or system configuration. All Client configurations must be made through the administrative web interface;
- Customization of IP Phone configurations (customized button programming, logos, etc.);
- Application of the system for any purpose it was not designed or intended to address;
- Configuration or troubleshooting of software applications not validated by Fuzer prior to ordering.

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● Troubleshooting of remote teleworkers configurations that use unsupported network hardware or firewalls;
● Configuration of the Client supplied equipment, including switches, firewalls, routers, etc...;
● Resolution of poor internet or PSTN access quality with the Client's service providers;
● Resolution of trouble with local telephone service or associated inside wiring;
● Support of the Client provided configuration or customization.

Unless otherwise indicated at the latest when the Order Form is signed, the order is deemed to have been placed for exclusively professional purposes.

The Client may order new equipment or services from time to time. Each order will be subject to Fuzer's acceptance of the Order Form. Fuzer may accept or reject an order at his sole discretion. If Fuzer cannot accept an order it will inform the Client as soon as reasonably possible and, if applicable, provide the terms under which Fuzer can accept the order. The present terms and conditions will apply but there will be a separate order for such new equipment or services.

Fuzer may, prior to accepting the Order Form request payment of a guarantee or down-payment from the Client. A guarantee may be requested if the credit check prior to acceptance of the Agreement and objective details provided by the Customer indicate that the Client cannot afford any intensive call pattern or any other service.

During performance of the Service, Fuzer may ask for a down-payment if it appears that the Client uses one or more Services in such a manner as might result in high billing.

If the Client use more licenses than ordered, Fuzer can charge the usage of additional licenses immediately and retroactively till 2 years.

2.3 Fuzer's obligations to Client

Regarding provision of the Services, Fuzer is only under a best-efforts obligation. Fuzer will deploy all reasonable resources to ensure smooth access to and the security, reliability and proper functioning of the Services with as few interruptions as possible. Fuzer shall supply the Client with the Services and/or Equipment in accordance with the Agreement. Fuzer shall apply all the required competence and care whilst performing the Service or delivering the Equipment. Fuzer guarantees the Client the quality standards generally applicable for this type of Services and, where applicable, annual service guarantees as mentioned in the SLA option ordered by the Client.

In order to maintain the integrity of its Services and/or Equipments, or to safeguard the delivery of the Service and/or Equipments, Fuzer always reserves the right to take measures and give instructions at any time which Fuzer deems necessary in order to prevent or repair any disturbances in the Service and/or Equipment provided to Client or to third parties. These measures may result in, but are not limited to, the suspension of the Service or taking the Equipment. In such case, the Client shall not be entitled to any kind of compensation. The Client shall immediately follow any instructions given in relation herewith given by Fuzer.

Fuzer itself determines the most technically appropriate means of providing the Services but is under no obligation whatsoever to extend the Network or increase the network capacity. Fuzer does not guarantee continual, uninterrupted use of the Services or certainty that all data sent and received by means of suitable equipment can be delivered uninterruptedly, in the correct form and within a certain time span. If use is
made of the internet or similar networks, interference and/or the unavailability of connections with the public internet and/or other telecommunications networks may hinder use of some Services. When using the Services, security risks may arise concerning, for example, the integrity of Client data or Client identification data. In order to respond to an incident relating to data security or integrity or in the event Fuzer identifies potential threats or vulnerabilities, Fuzer shall take all reasonable technical and organizational measures, without being able, however, to prevent such risks from arising.

Fuzer may at any time amend/modify any Services to comply with any applicable law, regulation or code of conduct, by giving a reasonable prior written notice to the Client. Fuzer reserves the right to discontinue any Service for technical or economic reasons by giving a prior written notice to the client of at least sixty (60) calendar days. In such case, Fuzer shall do its reasonable efforts to offer a broadly comparable Service to the Client.

2.4 Client obligations to Fuzer

The Client recognizes that, prior to contracting the Agreement, he received all requisite information relating to the Services and Products

The Client shall ensure:
- to comply with all applicable legal and regulatory telecommunications requirements;
- to comply with the security recommendations contained in these terms and conditions or provided by Fuzer from time to time;
- not to use the Services and Equipment for any unlawful purposes or to receive or send messages which are offensive, indecent, obscene, menacing, defamatory, or which infringe any intellectual property right, nor allow others to do so;
- not knowingly intercept or attempt to intercept any message that passes over Fuzer’s network;
- not knowingly or recklessly send any message or virus which causes or is likely to cause harm, in any degree, to Fuzer or his Clients, or any of those parties’ communication systems;
- to keep confidential and not to disclose to any third party any information relating to the Services and Equipment or the pricing without Fuzer's prior consent (unless such information is already in the public domain or if required by law);
- to attempt to obtain access to Fuzer servers, systems or software, either located in or outside the Client's private network;
- to inform Fuzer immediately of any change in the information provided in the CRS;
- to inform Fuzer immediately if any of the passwords or other confidential information that Fuzer has disclosed to the Client become known to any unauthorized user;
- not to provide or resell the Services and Equipment without prior written approval of Fuzer;
- to comply with reasonable requests from Fuzer in order to ensure compliance with these terms.

the Client indemnifies Fuzer against all third party claims and any losses, liabilities, costs (including legal costs) and expenses which Fuzer may incur as a result of the Client’s (or his Clients) use or misuse of the Services or Equipment, provide that:
- Fuzer promptly notifies the Client of such claim;
- the Client has conduct of such a claim;
- Fuzer gives the Client reasonable assistance in defending such claim; and
- this indemnity shall not apply to the extent that any claim or part of a claim directly results from Fuzer acts or omissions.
Unless agreed in advance in writing by Fuzer, the Client shall not resell or rent the Equipment and/or the Services.

### 2.5 Invoicing and payment

#### 2.5.1 Invoicing

Unless otherwise stated, invoicing will occur as follows:

<table>
<thead>
<tr>
<th>Fees nature</th>
<th>Time &amp; Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment</td>
<td>upon delivery</td>
</tr>
<tr>
<td>Installation</td>
<td>upon signing of the Handover Form by the Client</td>
</tr>
<tr>
<td>First invoice for Service, hardware maintenance, container of minutes and other possible recurring services</td>
<td>upon signing of the Handover Form by the Client</td>
</tr>
<tr>
<td>Further invoices for Service, hardware maintenance, container of minutes and other recurring services</td>
<td>in advance and in accordance with the periodicity defined in the order</td>
</tr>
<tr>
<td>Telecommunication consumptions (voice, data, sms, roaming, etc.) not included in the containers listed in the Order Form or in excess of said containers.</td>
<td>Monthly</td>
</tr>
<tr>
<td>Support credit</td>
<td>Punctual upon reorder by the Client</td>
</tr>
</tbody>
</table>

Fuzer will invoice the Client at the billing address shown in the Order Form or as the Client notifies Fuzer in writing from time to time. Fuzer is entitled to make electronic invoices except if the Client expressly requests paper invoices.

#### 2.5.2 Price and payment

All prices are exclusive of any freight, taxes (VAT, sales, use, personal property tax, etc.), customs, duties, 'impôts', transportation costs (incl. insurance costs, etc.), which all shall be borne by the Client. If nevertheless, Fuzer pays such expenses, the Client agrees to pay immediately all amounts due upon receipt of the invoice. If Client claims that value added or other applicable tax should not be chargeable and/or that he is otherwise exempted from such taxes, he has to prove so to the complete satisfaction of Fuzer.

Unless otherwise stipulated, prices are drawn up in euros. The recurring charges, if any, defined in the order, may be indexed on 1st of January. The Client agrees to keep these charges confidential during the Agreement and for two years after the cooperation has ended.

Unless otherwise stipulated, the invoices issued by Fuzer are payable in euros within the period stated thereon, exclusively into the following bank accounts: KBC IBAN BE67 7360 0940 1687 (BIC
In case a third party payment party has been appointed, and provided it has been authorized by Fuzer, the Client shall in any event remain jointly and severally responsible for payment.

Any complaint relating to the invoice must be duly justified and sent to Fuzer in writing, at the latest within ten days of the date of invoice date, otherwise the invoice will be deemed to have been accepted. In case of a dispute relating to an invoice, the Client shall not be exempted from paying the undisputed amount within the term referenced on the invoice. If a dispute is rejected by Fuzer, the disputed amount must be paid within the term set forth in this Agreement, or immediately if this term is already exceeded.

Except when otherwise agreed in writing between the parties, any invoices issued by Fuzer shall be paid within 30 calendar days from the date of invoice.

In the event of the non-payment of any invoice within the period indicated thereon, the Client will be liable, in addition to the capital amount, ipso jure and without prior formal notice, for interest on arrears at the yearly rate of 10 %, as well as flat-rate compensation equal to 10 % of the invoice, with a minimum amount of 75 euro, and without prejudice to Fuzer’s legal costs.

Should the Client fail to meet a single payment due date, for any reason whatsoever, all subsequent settlements will become due immediately. Moreover, Fuzer reserves the right to suspend the provision of Services or Equipment, or request the immediate return of Equipment rented under the full service model, as of the eighth day following the dispatch of the formal notice to pay. Finally, in the event of persistent non-payment after the 30th day following this formal notice, Fuzer reserves the right to terminate the Agreement, without prejudice to the compensation for termination to be borne by the Client.

Fuzer may revise the prices at any time, but will give to the Client 30 days’ notice before it does so (and, in the case of an increase, the Client may terminate affected Services by serving notice to Fuzer within those 30 calendar days, such notice to expire at the end of that 30 calendar day period). Should Fuzer be required to revise the prices in order to comply with any change in applicable law, regulation or code of conduct, Fuzer will give to the Client as much notice as is reasonable in the circumstances, in both cases, the notice shall include any information which is prescribed by law (including any right to terminate).

2.6 Transfer of ownership and risk

Any risks associated with the Equipment shall be transferred to the Client upon delivery.

Fuzer remains the sole owner of the Equipment upon receipt of the full purchase price. Until such date, the Client is not entitled to sell, transfer, alter, give as security or guarantee, or lend the Equipment. In the event of attachment or seizure of the Equipment or any other claim in relation thereto, the Client shall immediately notify Fuzer in writing and inform the third party that such Equipment are the exclusive property of Fuzer.

2.7 Fuzer's liability

Fuzer’s obligation is limited to a best effort obligation.

Fuzer can only be held liable for willful misconduct or fraud on its part or on part of its employees. In such case, Fuzer’s liability shall be strictly limited to direct and personal damages, to the exclusion of any indirect or intangible damages, such as additional expenses, loss of profits, loss of chances, loss of income,…
Fuzer is not liable for any content, quality or integrity of any information, communications, messages, services (such as third-party support services), transactions or any other data transmitted via or through the Equipment and/or Services. Fuzer is not liable for the use that any third party makes of the Equipment and/or Services.

The Clients' sole and exclusive remedy in case of failure by Fuzer to meet the agreed upon service levels shall be the compensation set out in the agreed SLA.

In any event, Fuzer’s maximum aggregated liability vis-à-vis the Client is limited to the total amounts that the Client paid to Fuzer over the six calendar months preceding the cause of the damage with a maximum of fifteen thousand (15,000) Euros for any period of twelve (12) consecutive calendar months. This limitation does not apply in case of personal injury or death.

The Client is liable vis-à-vis Fuzer for the use of the Equipment and Services by any of its employees, consultants, subcontracts or any other person to whom it gives access to said Equipment/Services. The client shall indemnify and keep Fuzer harmless in case of any third party claim concerning the (mis)use of the Equipment and/or Services by the Client, its employees, consultants, subcontracts or any other person to whom it gives access to said Equipment/Services. In case such claim arises, the Client shall collaborate in good faith with Fuzer to defend the claim.

Emergency services are not accessible for calls made through Fuzer Connect or any other softphones provided by Fuzer.

2.8 Personal data - privacy protection

Personal data of End Users communicated by the Client to Fuzer or that Fuzer allocates to the Client or End Users, and data relating to calls, (“Data”) are recorded on Fuzer’s database. Fuzer shall keep and process these Data in compliance with the applicable legislation, more specifically the Data Protection Act of 8 December 1992 and the Electronic Communications Act of 13 June 2005.

This Data may be shared with other affiliated companies of Fuzer and/or with companies with which Fuzer has contracted an agreement for the provision of services, in accordance with the applicable legislation.

The Data is processed for the purpose of performance of the Agreement (including the storage of text and voice messages or offering location-bound services), traffic management, calling line identification, Client management (such as preparing and sending out invoices, follow-up, receipt, monitoring and possible collection of payments, disputes settlement), fraud prevention and the prevention and investigation of contractual, legal or regulatory infringements, as well as for marketing and market research with regard to the Services and Products. In that last case, the data may be communicated to market research firms.

Data are kept for as long as necessary for the above purposes and in accordance with the relevant legislation. As regards marketing and market research purposes, Data is kept for a period of two years after termination of the Client’s order to keep the previous Client informed of new products and services and promotions offered by Fuzer.
By sending a signed, dated request to Fuzer’s registered office, the Client and/or the End User may access the personal data relating to him and stored in the Fuzer files and request that they be rectified as appropriate. At any time, the Client and/or the End User may object to use of his personal data, including his electronic data, for marketing and market research purposes.

Upon signing the Order Form, the Client gives consent or refuses in the manner provided by statute for inclusion of his personal data in a telephone directory or directory enquiries service.

In the context of its legal obligation to assist emergency services, and law enforcement authorities including judicial authorities, Fuzer reserves the right to disclose certain personal data to the authorities or other authorized persons. In the framework of fraud prevention and the prevention of contractual, legal or regulatory infringements, Fuzer may compare the details provided by the Client with details contained in its own records or in the records of other affiliated companies or in the records of other providers.

Fuzer is authorized to process and store, either itself or with the help of a third party of its choice, the personal details of Clients that do not fulfill their contractual obligations, and Fuzer may forward those data to other affiliated companies.

Various data (e.g. localization data) may be rendered anonymous by Fuzer (as a result of which they will no longer qualify as Data) and those anonymous details may be used by Fuzer for statistical purposes, be passed to third parties or be sold.

By revealing Data to Fuzer, the Client expressly authorizes Fuzer to process them as described above, with a view to the purposes set out above.

The Client expressly agrees that, his calls from and to Fuzer may be monitored by other employees or consultants of Fuzer than the Client’s direct contact person for the purposes of training and verification. Such Data will be kept for one month. The above calls may also be recorded as evidence of commercial transactions. Such Data will only be kept for a period equivalent to the period during which the transaction can be contested judicially.

The Client agrees that Fuzer may, on request by law enforcement authorities, the ombudsman service for telecommunications, the PFS Economy or any other competent authority, have access to the content of the communications forming the subject of a complaint or dispute and may as appropriate pass that content to the authorities.

To the extent that the Client is not the End User, the Client will ensure that the End User is informed of its rights and obligations under the Agreement, and will obtain any consent as necessary for the application of such conditions.

2.9 Intellectual Property Rights

Fuzer shall own all and any right, title, or interest to the software, technology, information or code relating to the Services or to the Equipment provided to the Client, including all portions, copies or modifications thereof ("Software"). Fuzer shall grant the Client a non-exclusive and non-transferable license to use the
diagrams and any other technical and commercial documents related to the Services or Equipment. These documents shall not be provided to a third party without Fuzer's prior consent in writing.

The Client explicitly acknowledges that the Software contains technical and confidential information that are the property of Fuzer or his supplier. The standard version of the Software may be provided by Fuzer to the Client, giving the latter a non-exclusive and non-transferable license to use the Software and any other software provided separately for the making and receiving of telephone calls and other agreed services. Client shall not remove, deface or obscure any copyright, trademark or other proprietary notice in the Software. The rights granted hereunder or use of Fuzer Equipment do not convey any rights of ownership in Fuzer’s intellectual property, including any patents, copyrights, trademarks, intellectual property or know-how.

The license to use the Software is only applicable subject to the Client fulfilling all of its payment obligations.

The Client acknowledges that it is only licensed to use the licensed Software in accordance with the Agreement and for his own purposes only, but not further or otherwise. The Client has no right or interest in the Software except the non-exclusive right to use it embedded with the Equipment with which it was delivered. Use of Software delivered as a separate item shall be subject to a separate license agreement that the Client shall be required to accept prior to delivery.

Fuzer shall supply 1 copy of the Software and related diagrams and other technical and commercial documents. In addition, the Client may make one (1) copy of the Software for operational security and back-up purposes but shall make no other copies thereof. The Client shall ensure that all such copies bear the same proprietary notices as the original. The provisions of the Agreement shall apply to all such copies as they apply to the originals. No copies may be made of the documentation without the prior written consent of Fuzer.

The Client shall not without the prior written consent of Fuzer use the Software at any location other than the installation address specified in the order. The use of the Software is restricted to use on the Computer System. The Client acknowledges that an additional license fee is payable for each additional Computer System on which the Software are to be used or additional concurrent user which is to have access to the Software. The Client shall keep exclusive possession of and control over the copies of the licensed Software in his possession and shall effect and maintain adequate security measures to safeguard the licensed Software from access or use by any unauthorized person.

Except to the extent and in the circumstances expressly required to be permitted by law, the Client shall not alter, modify, adapt or translate the whole or any part of the Software in any way whatever nor decompile, disassemble or reverse engineer the Software or any part thereof nor attempt to do any of such things. The Client shall not permit any third party to use the Software in any way whatsoever. The Client shall treat the licensed Software as strictly confidential and shall not disclose the whole or any part thereof to any third party. The Client shall ensure that his employees comply with such confidentiality and non-disclosure obligations.
The Client agrees not to directly or indirectly reproduce, decompile or provide or otherwise make available to any third party any Fuzer intellectual property. The Client shall be liable for all damages, including loss of anticipatory profits, incurred by Fuzer as a result of such unauthorized use, copy or replication.

The Client will permit Fuzer to check the Client’s use of the Software at all reasonable times for the purpose of verifying the discharge of the Client's obligations, Fuzer shall be entitled to enter any of the Client's premises (and so that the Client hereby irrevocably licenses Fuzer to enter any such premises for any such purpose) but prior approval for such visit shall be requested from Fuzer to Client.

Fuzer shall be entitled to terminate as of right the license forthwith by notice in writing to the Client if the Client breaches any of its obligations pursuant to this Article. Upon such termination the Client shall return the Software and all copies thereof to Fuzer or, at the option of Fuzer, shall destroy the same and certify that they have been so destroyed. In the event of termination of this license, the Client shall also cause the Software to be erased from his Computer System and shall certify to Fuzer that the same has been done.

The Software, when delivered to the Client, shall provide the facilities and functions described in the product description and the documentation. The Client agrees that the Client's sole remedy in respect of a defect shall be for Fuzer to provide correction of documented program errors which Fuzer's investigation indicates are caused by a defect in an unaltered version of the Software, and are not due to a defect or deficiency in, or a failure of, the equipment upon which the Software are operated or hardware or software not recommended or approved by Fuzer, or incorrect handling or employment of the Software by the Client.

All warranties hereunder extend only to the Client and are for the benefit only of the Client. Fuzer makes no warranties or representations concerning any computer equipment other than the Equipment, used in conjunction with the Software.

Without prejudice to, and within the limit of Article 2.7 above, Fuzer shall indemnify the Client against any claim that the normal use or possession of the Software infringes the intellectual property rights of any third party provided (i) that Fuzer is given immediate and complete control of such claim, (ii) that the Client does not prejudice Fuzer's defense of such claim, (iii) that the Client gives Fuzer all reasonable assistance with such claim, (iv) that the claim does not arise as a result of the use of the Software otherwise than in accordance with the Agreement or in combination with any Equipment or programs not supplied or approved by Fuzer and (v) that a court or authority of competent jurisdiction finds the claim valid. Fuzer shall have the right to replace or change all or any part of the Software in order to avoid any infringement. The foregoing states the entire liability of Fuzer to the Client in respect of the infringement of the intellectual property rights of any third party.

The Client shall notify Fuzer if he becomes aware of any unauthorized use of the whole or any part of the Software.

2.10 Security recommendations

The following recommendations non exhaustively set forth security recommendations that Fuzer's Client must take into account when using the Services or Equipment. Failing to comply with those recommendations will discharge Fuzer of any liability.
| General recommendations | The Client must ensure that all employees, consultants, subcontractors, agents and other representatives are informed of those recommendations, so that they are able to comply with them. The Client will take all reasonable measures to prevent his equipment, employees, consultants, subcontractors, agents and other representatives to cause any damage to Fuzer assets (including hardware, software, data and brand image). This includes data losses, data corruptions and services interruptions due to:  
- wrong configurations, errors, misconduct, false-operations and voluntary data alterations;  
- spreading of viruses, Trojans, backdoors, or any other type of malicious code. |
| Network Segregation Recommendation | The Client must implement segregation between the voice and data network. The technical rules to be implemented by the Client for such purpose can be asked to Fuzer. The Client may not expose any service on the SOP(s) or any other Fuzer Equipment directly to the public Internet. |
| Logical Access Recommendation | Recommendations in this chapter apply only when the Client or the Client's employees, consultants, subcontractors, agents and other representatives must access Fuzer systems, applications or data. Any information hosted on Fuzer systems, unless otherwise explicitly stated, is confidential. In case Fuzer provides a password or a code, these will be memorized by the person using them and all hard copies thereof must be kept in a secure place (safe). Under no circumstances can these passwords or codes be written down visibly on devices. Those passwords must be strong passwords. The following guidelines increase the strength of a password:  
- having a length of at least 8 characters;  
- including at least 1 lowercase letter, 1 uppercase letter and 1 digit;  
- different of at least 2 characters from any common word, name or brand;  
- different from the login;  
Those pin codes must be non-trivial. See below example of strong pin codes:  
- Maximum 2 occurrences of the same digit;  
- different from the login/extension;  
- no logical suite like 1234, 4321, ...  
Those passwords/pin codes must be changed regularly and immediately if there is any risk that they become no longer secure (e.g. Client's employees, consultants, subcontractors, agents and other representatives knowing the credential leaving the company, ...). The access rights provided by Fuzer may be used for professional purposes only. In case the Fuzer solution is connected to a Client application (e.g. LDAP,...), the Client will give to Fuzer only the minimal right/access needed and for the time needed, in order to avoid any risk of confidentiality, integrity or availability of the Client application/data. This right will be granted on a need to know need to have basis. Fuzer may never be held liable for any service disruption, fraud, theft, ... caused by the use of this access right. |
<p>| Physical Access Recommendation | The Client must put in place a physical security procedure in line with the best security practices to avoid any Client's employees, consultants, subcontractors, agents and other representatives have access to Fuzer's assets. |
| Fraud management | Protection of the Clients’ equipment and CPE against fraudulent activity is the sole responsibility of the Client and Fuzer has no control or responsibility thereon. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Client must take all necessary measures in line with the best security practices to protect his CPE from any fraudulent activity. If a fraud has arisen due to activities on CPE or communication device where Fuzer has no operational responsibility, then Fuzer will invoice the Client for that traffic.</td>
<td></td>
</tr>
<tr>
<td>Abuse of Services</td>
<td>All the Services running on the Fuzer platform have been implemented upon specification of the Client. When a Service is available from an external number, the risk associated to the Service increases and must be evaluated by the Client himself. In case the Service is abused, the responsibility lies exclusively with the Client. Therefore Fuzer recommends to the Client to put in place a mechanism of validation for all new Services. The Client must also evaluate the risk linked to internal abuse as Fuzer may never be held liable for abuse of Services requested by the Client.</td>
</tr>
<tr>
<td>Security Incident Management Process</td>
<td>In case of security incident, the Remote Support Service will be used to solved the problem. In the context of risk mitigation, Fuzer recommends to keep the management connection opened at any time between the SMP and the SOP as mentioned in the SLA section of these terms and conditions. But Fuzer reserves the right, without incurring any liability towards the Client or any other person if it exercises such right, to temporarily suspend the Client's logical accesses in case those accesses represent a direct major security risk for the Service. In such a case, Fuzer will notify the Client as soon as possible of the suspension and related reasons. The Client will act together with Fuzer to resolve any security issue or complaint about the operated service(s) (e.g. claims for abuse, spamming, harassment, illegal or unethical content).</td>
</tr>
</tbody>
</table>

### 2.11 Duration

The Agreement is applicable as from the date of signature by the Parties of the Order Form. The Services will effectively be performed as from the signing of the Handover Form by the Client, and for a duration of 36 months as from that date (the “initial period”), unless otherwise specified in the Order Form. No access to support Services will be granted for Services not covered by a signed Handover Form. The Agreement will automatically be prolonged each time for a subsequent period of one (1) year if not terminated by a party by written notice three months before the end of the initial period or any prolongation thereof. The Client may terminate individually, by registered letter, any Service comprised in the Agreement at any time before the end of the initial period or prolongation thereof. This termination will become effective at the end of the month following that in which the notification of termination was sent to Fuzer. In this case, the Client shall pay all charges that would have been due had the Service been performed until the end of the initial period or the end of any subsequent 1-year period. The termination of a Service does not affect the performance of other Services comprised in the Agreement which shall remain in force.

### 2.12 Termination for cause and suspension of Services

Without prejudice to any other rights or remedies it may have, Fuzer may terminate the Agreement totally or partially without any Court intervention or suspend the provision of any Service(s) or Equipment at any time, in the following cases:
- bankruptcy of the Client;
- order to close/suspend the Services by any governmental body or regulatory authority;
expiration or withdrawal of the authorization and permits required to provide the Services
material breach by the Client of any of its contractual obligations provided that such breach is not
cured within ten (10) days following the written notice to do so.
Force Majeure.
If suspension in accordance with this Article, exceeds fifteen (15) days.

The cause of termination/suspension listed above are without prejudice to any other causes of
termination/suspension that may exist under any other provisions of the general terms and conditions,
specific terms and conditions or any other contractual document forming the Agreement.

In case of suspension/termination of the Agreement pursuant to this Article 2.12, the Client shall not be
ettitled to claim any damages or compensation to Fuzer.

2.13 Confidentiality

The Client agrees to treat as confidential any Confidential Information disclosed (in any form) during the
performance of the Agreement. Such obligation applies during the Agreement and for a period of two (2)
years after the termination thereof. The Client agrees not to use said Confidential Information for any
purpose except to the extent necessary to perform this Agreement. The Client shall protect the secrecy of
and avoid disclosure and unauthorized use of the Confidential Information to the same degree that it takes
to protect his own confidential information and in no event less than reasonable care.

The Client shall not reproduce, copy, publicize or otherwise disclose such Confidential Information, in
whatever form or way, to any third party, unless expressly authorized in advance and in writing by Fuzer,
which consent Fuzer may withhold in his sole discretion.

The Client shall immediately notify Fuzer in the event of any disclosure, loss, or destruction of Confidential
Information.

Shall not be considered as Confidential Information: (i) information that is or becomes publicly known
through no wrongful act; (ii) information that is lawfully obtained by the Client from a third party who, in
making such disclosure, breaches no obligation of confidentiality; and (iii) information that is independently
developed by the Client without reference to the Confidential Information.

2.14 subcontracting and Assignment

Fuzer may subcontract the provision of the Equipment and/or Services to any third party without the prior
consent of the Client. Fuzer may assign, transfer or otherwise dispose of the Agreement or any and all his
rights and obligations hereunder to any third party without the prior consent of the Client.

The Client may not assign, transfer, or otherwise dispose of the Agreement nor any rights and obligations
hereunder without Fuzer prior written consent, which shall not be unreasonably withheld.

2.15 Miscellaneous
2.15.1 Severability
In the event one or more provisions of the Agreement be found by any court or authority to be invalid; unlawful or unenforceable, such provisions shall be construed in a manner consistent with applicable law to reflect as nearly as possible the original intention of the parties, and the remaining portion of such provisions as well as the other provisions of the Agreement shall remain in effect.

2.15.2 Notices
In order to be valid, any communications between the parties shall be sent by letter, fax and/or e-mail to the points of contact referred to in the Order Form.

2.15.3 No waiver
Failure by either party to exercise any of its rights shall not be construed as a waiver of such right(s).

2.15.4 Entire Agreement
The Agreement constitutes the entire agreement between the parties on the provision of the Equipment and Services, to the exclusion of any prior written or oral communications, proposal or agreements.

2.15.5 Amendment
Any amendments to the Agreement shall be valid only if made in written and expressly accepted by both parties.

2.15.6 Applicable law
The Agreement is governed by Belgian law.

2.15.7 Jurisdiction
Any disputes arising from or in connection with the Agreement shall be submitted to the exclusive jurisdiction of the courts of Namur (Belgium).
3 Specific terms and conditions applicable to the IP-PBX and Unified Communication Services

This Article 3 is applicable to the extent that the Client has ordered support Services and SLA regarding the IP-PBX and the Unified Communication Services. The Support Services are delivered on a non-exclusive basis.

3.1 Introduction

The following Support Services and SLA are offered to the Client, depending on what he ordered:

- **Service Assurance**
  - incident management
  - problem management
  - service request
- "Service Delivery", where the following elements are covered in the Fuzer SLA:
  - Project Delivery
  - Change Request Delivery
  - Hardware Service Delivery
- **Other Services**
  - Consultancy
  - Training.

3.2 Service Assurance

3.2.1 Introduction

This section identifies the conditions under which the timely and correct Service assurances are possible. It sets out the complete service levels and compensation schemes available for this Service.

3.2.2 SLA Options

Different levels of SLA are available as explained below. An SLA is always selected per Client (in a direct sales model) or per contract (in a full Service model), not per server.

The following SLAs are available:

<table>
<thead>
<tr>
<th></th>
<th>Standard SLA</th>
<th>Premium SLA</th>
</tr>
</thead>
</table>

Version 31/05/2016
### Access & Use of Fuzer managed SMP (see art. 3.2.2.1)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Move Add &amp; Change</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Automatic Backup</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Disaster Recovery</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

### Corrective Software maintenance & Feature Release (see art. 3.2.2.2 below)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor and Bug fixes release</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Major Software Release</td>
<td>-</td>
<td>x</td>
</tr>
</tbody>
</table>

### Access to Remote Support Service (see art. 3.2.2.3 below)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct access by Phone / 30min call back</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Incident Management</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Problem Management</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>Service Request Management</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

### Access to Onsite Intervention (see art. 3.2.2.4 below)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onsite intervention</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

### Availability (see art. 3.2.2.5 below)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proactive Monitoring</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>2h Guaranteed Service Repair (1)</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

### SLA Options

### Support Window (see art. 3.2.2.6)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Included</th>
<th>Excluded</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office Hours Support Window</td>
<td>default</td>
<td>default</td>
</tr>
</tbody>
</table>

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Extended Support Window
CE(S)T, working hours from 07:30 to 21:00, Monday till Friday, 09:00-18:00 on Saturday, official Belgian holidays excluded | Option | option

24*7 Support Window
24 hours a day, 7 days a week | option | option

| Hardware |
|---|---|
| Own Server Hardware Possible (2) | - | - |
| Hardware Maintenance | option | option |

x : Included - Not included
(1) For CASF on redundant Fuzer Services
(2) Only available after hardware validation and specifically defined in the Agreement. No guarantees can be given on the compatibility between the Fuzer UCS Software and the Client's server hardware.

3.2.2.1 Access & Use of Fuzer managed SMP

An uptime of 99.99% for SMP as installed in the Fuzer datacenter is guaranteed to all types of SLA as well.

3.2.2.2 Corrective software maintenance & Feature Release

Access to SMP will provide regular new Standard Call Flows, resources, actions, modules and SMP release. The time spent by Fuzer to perform the update/upgrade is not included in the Standard or Premium SLA and will be charged via support credits.
Upgrade/updates to Major Release is included in the Premium SLA. In case the Client wishes such upgrade/upgrade to Major Releases with a standard SLA, he must explicitly order this option. In case the upgrade needs an hardware change due to compatibility, this will be at Client’s expenses.

3.2.2.3 Access to Remote Support Services

Fuzer’s response time depends on how the Client files his request, which he chooses at his sole discretion:
- 'By Mail': the target response time is next business day;
- 'By Phone': Fuzer guarantees to answer directly or to call back within maximum 30 minutes as from having answered the phone call requesting remote support.
Access to Remote Support Service is paid by means of Support Credits. Support Credits have to be purchased by minimum 6h. A Support Credits timer is kept per Client. The value of this timer, together with the total Support Credits consumption, can be consulted online via the Service Portal. Every time support is requested the timer will be deducted by the time that has been spent to deliver the support. The timer will be deducted with twice the time spent for all requests identified as ‘urgent’. If all Support Credits have been consumed, new Support Credits need to be purchased before support can be given. Fuzer will stop providing Support Services if the Support Credits timer falls below zero. Only in the exceptional occasion of Incident or Problem due to a Software Bugs, support may be given without prior charging of Support Credits.
Following list contains examples of work considered as chargeable via Support Credits (this list is not limited to these examples):

- hardware failure of Fuzer UCS server or peripheral material. If the material is covered by a Hardware Maintenance Service Contract, the hardware itself is covered by such contract, but the time spent on reconfiguration, installation etc... is deducted from the Support Credits counter;
- all change requests;
- all requests for information;
- all requests concerning analysis, detection and correction of quality problems on LAN and VPN networks;
- all requests concerning analysis of Call Flows;
- all requests concerning configuration help, assistance to find configuration faults;

A complaint from the Client about the deducted Support Credits for a specific request needs to be notified to Fuzer not later than 2 weeks after closing the request. Failure to file a complaint within this deadline will be considered as an acceptance of the deducted Support Credits.

When Support Services are performed during out of Office Hours, the deducted amount of Support Credits are equal to the number of credits consummated multiplied, with a multiplicator of 1.5. During Sundays and official holidays this multiplicator is equal to 2.

Note:
- **Free Support Credits:** an amount of Free Support Credits may be included in the Standard SLA, and Premium SLA, in accordance with the provisions of the order. These Support Credits have a lifetime of one year and cannot be transferred to the next yearly support period. Free Support Credits may only be obtained by end-users, excluding resellers, which have to pay Support Services with Support Credits at any time.

### 3.2.2.4 Access to Onsite Intervention

Access to Onsite intervention is granted only to Clients with positive Support Credit balance and after validation of the Client.

This Onsite intervention procedure is used only for the resolution of Incidents and/or Problems or for the implementation of changes that take less than 2 business days.

Fuzer will carry out the Onsite intervention with the greatest care and in accordance with current rules in his field of activity. He will preserve the strict confidentiality of information provided by the Client or collected by himself within the Services. At the end of the intervention, Fuzer will ask the Client to sign the Onsite intervention form for invoicing purposes.

The Onsite intervention date and time will be booked only after Fuzer receives the confirmation from the Client that he agrees on the pricing and on this procedure.

### 3.2.2.5 Availability

The Pro-active monitoring is included in all types of SLA.

In a Premium SLA, Fuzer guarantees a TTR of 2 hours for CSAF on redundant Fuzer services. This guarantee is only provided on Services delivered on Equipment bought from Fuzer and provided that the Client has purchased a redundant solution located in each LAN network where the TTR guarantee should be met. LAN networks without redundant solution are excluded from the 2h TTR guarantee.

The following fixed compensation scheme applies only to the Premium SLA:
If Fuzer is at fault to meet the above TTR target, the Client can claim a fixed compensation. This fixed compensation:

- is equal 1% of the monthly recurring Service fee which relates to the site where the failure has occurred, if the TTR is exceeded by more than 1 working hour;
- is increased by 2%, on top of the 1%, of the monthly recurring Service fee which relates to the site where the failure has occurred, if the TTR is exceeded by more than 2 working hours;
- is increased by 3%, on top of the 1% and 2%, of the monthly recurring Service fee which relates to the site where the failure has occurred, if the TTR is exceeded by more than 3 working hours;
- etc...

The mathematical translation of the above scheme is a compensation equal to \( \frac{n(n+1)}{2} \) percent of the monthly recurring Weighted Service Fee, where \( n \) is the number of hours past the TTR.

The fixed compensation is paid in new Support Credits.

It is expressly agreed that the amounts that are a result of the formula mentioned above are a fixed compensation that will liquidate any and all damage that would occur in the event mentioned above.

Compensations are subject to an upper limit of 75% of the monthly recurring Service fee which relates to the site where the failure has occurred, for all claims submitted during this month.

### 3.2.2.6 Support Window

By default, the 'Office Hours Support Window' is applicable. The Client can upgrade this Support Window to 'Extended Support Window' or a '24*7 Support Window' at an additional cost. Only one type of Support Window can be applicable in one particular Cluster of SOP’s or network whether this is a single, multiple and consolidated multiple site. In case of doubt, such as inconsistent orders belonging to the same project and/or network, only the lowest ordered Support Window will be applied.

### 3.2.3 Hardware Maintenance Service

The Hardware Maintenance Services are only applicable on:

- servers and server interfaces except if the Hardware is under the Full Service Model. In that case, the Hardware Maintenance can be extended on a case-by-case basis to other piece of Equipment,
- purchased from Fuzer.

The Client needs to declare that he is the sole and full owner thereof. In case he does not have full ownership title, he needs to provide proof of the power of attorney to sign such contract and is allowed to agree upon all possible actions that can be undertaken by Fuzer in this framework.

All changes or extensions of Equipment used in Fuzer UCS will cause the maintenance fee to be adapted accordingly.

Insofar as the removal of the Equipment from one location to another has been approved by Fuzer, such event shall not have an influence on the duration of the Hardware Maintenance Service contract.

In the event of a hardware failure, confirmed by an Fuzer support engineer, an RMA number will be provided to the Client.

The replacement parts will be shipped within one day after Fuzer confirmed that (part of) the Equipment needs to be replaced. Fuzer maintains the right to charge the replacement should the Client fail to ship the
returned Equipment back to Fuzer within three days after Fuzer confirmed the need to proceed to a replacement.

The Hardware Maintenance Services are not provided when Fuzer warranty does not apply according to Article 4.3 below. The Hardware Maintenance does not cover software maintenance for which a separate Service contract can be concluded.

The Hardware Maintenance Service Contract concerns only hardware repair or replacement. All actions performed to install and configure new Equipment by Fuzer are at charge of the Client via Support Credit and Onsite intervention form.

3.2.4 Client responsibility

The Support Services and SLA are provided only when the following cumulative conditions are met, where the Client shall:

- report all technical problems and requests to the Fuzer support team, via the agreed processes. The ticket number received in return will stand as proof for the successful submission of the request. In case of urgency, the Client may call the Fuzer support team after he received his ticket number. If the Client does not have a ticket number and needs to contact the Fuzer support team urgently, he will need to give his Client Id, his contact detail and the description of the problem. The Client can request to be called back urgently;
- perform the necessary pre-analysis of end-user reported problems and aggregate issues reported by different end-users into one or several support requests (i.e. 1 request per issue);
- reply to the Fuzer support team within 48 hours as of submission of the request. Failing to do so entitles Fuzer to close support tickets without prior notice;
- provide all necessary support, information and access to all hardware and software elements covered by the Fuzer Service contract and this at least during the Office Hours;
- ensure that at least one Fuzer UCS server, located in the LAN network where the problem is occurring, is connected to the Fuzer SMP with the original software/hardware as shipped by Fuzer;
- if the Client decides to move the Fuzer Equipment to another location, he must communicate this to Fuzer at the latest 8 weeks before the move. If the Client fails to respect this minimum notice period, Fuzer is not responsible for any problem that may arise;
- if the Client decides to change the internal IP addressing range used for the Fuzer Equipment, he must communicate the new IP addressing plan to Fuzer at the latest 4 weeks before it needs to be changed. If the Client fails to respect this minimum notice period, Fuzer is not responsible for any problem that may arise.

Failing to meet the above requirements results in a suspension of the repair or response timers until the necessary conditions are fulfilled. In case of a disagreement after the closure of a ticket, the Client can request a reopening of the ticket within maximum 3 working days after closing. Via the Service Portal, the Client can track the status of all current tickets, review past cases and communications with the Fuzer support team.

3.2.4.1 Limitations of responsibility

A failure is for the sole account and risk of the Client if it is established that it can be attributed to the equipment, network, external telephone lines falling within the Client's responsibility, the Client's energy

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supply, the environmental conditions in the Client's equipment room or actions by the Client or can be attributed to the Client otherwise.

IP phones or all other communication devices not having a VOIP Compliant Connection with at least one Fuzer UCS server located in the LAN network where the problem is occurring are excluded from any SLA. Software phones (softphones) running on the Client's hardware (personal computers) are always excluded from any SLA. SOP not connected to a functioning UPS is always excluded from any SLA.

3.2.4.2 Failures Caused by Third Parties

If it is established that a failure or the continuation of a failure affecting either or not a Service can be attributed to a third party (neither the Client, nor Fuzer, nor a supplier of Fuzer) solving the failure will be at the Client's costs. Failures and configuration errors on telecommunication lines or networks fall outside the control and responsibility of Fuzer.

3.2.4.3 Submitting claims

All claims must be submitted to Fuzer Client Support within 10 office days maximum as from the closure of the ticket by filling out a claim form available on simple demand. If for any reason the Client has multiple SLA with Fuzer, the SLA applicable for an incident, possibly impacting several services, shall be the one in force on the item causing the root event.

3.3 Service Delivery Process

3.3.1 Project Delivery

This part applied for all orders, except if the 'do it yourself' is chosen whereby the Client will be responsible for the installation himself. In all other cases the installation will be guided by an Fuzer Project Manager. During the whole project, the Fuzer Project Manager will be the Client’s single point of contact.

A number of project management and configuration hours are foreseen on the order form to implement the agreed configuration.

By default, the Fuzer solution will be pre-configured with the Fuzer’s Standard Call Flow defined within the order. The Fuzer Project Manager will install the last validated release of the Standard Call Flow except if expressly requested otherwise in the order. All additional Call Flows or adaptation of the Standard Call Flows will not be made unless a written agreement exists on the extra project time that is required for the implementation and on the extra processing power that could be required to handle those extra Call Flows. Those requests will be considered as change request.

3.3.1.1 Project Delivery Milestones

If no specific project plan is mentioned in the order, the following steps of delivery will be applied.

1. After reception of a signed order form, the Fuzer Project Manager will contact the Client to plan the kick-off of the project (C.R.S. meeting). The goals of this meeting are:
   a. explanation of the installation process and definition of an agreed planning,
b. explanation of Standard Call Flow features (this cannot be considered as a training),
c. review of prerequisite of the installation and explanation of how to fill in the “Client Requirement Survey (“CRS”);

2. 15 working day prior to the physical installation and migration, the Client returns his CRS duly filled in. Any delay in returning the CRS entitles Fuzer to delay the installation date;

3. 5 working day prior the installation and migration:
   a. Fuzer has done the staging of the hardware and uploaded the end-user configuration information into the SMP,
   b. the Client has provided the necessary software, computer hardware connections and telecom infrastructure (availability of a connection point to the Client LAN, a fixed IP address, Internet connectivity for management purpose, ISDN, analog, internal CAT 5 ethernet cabling, etc.) required for the Fuzer UCS and its applications (if those were not ordered via Fuzer),
   c. the Client has enabled the remote management access to the Fuzer UCS Service Operations Points (SOPs),
   d. the Client has an UPS installed and activated for the SOPs;

4. Installation and migration:
   a. by default, the installation and the migration of the solution is done the same day except if defined in the order. In case the number of hours ordered by the Client does not allow to install the phone, it is up to the Client to manage the physical installation of the phones before the migration,
   b. migration cannot be done without end-user impact. It is up to the Client to inform the end-user for the down time;

5. Testing: a commissioning test will be executed in the presence of the Client, during which all major features ordered by the Client will be tested;

6. Project Closure: at the end of the migration, the Fuzer Project Manager will send to the Client the Handover Form. The installation is considered as finalized when the Handover Form is signed by the Client or when the Client uses the installed Service on a regular basis, whichever is the earliest. In case the Client does not provide feedback 2 weeks after receiving the signed Handover Form, the project will be considered as installed and accepted and the Service Assurance will then become applicable.

Remarks:
● any delay due to non-respect of the overall project planning, as set out by the Fuzer Project Manager, entitles Fuzer to delay the expected installation date;
● any modification of the information provided in the CRS entitles Fuzer to delay the installation date;
● any delay due to non-respect of the advanced invoice payments entitles Fuzer to delay the installation date;
● the minimum installation delay that will be applied is 5 working days.

3.3.1.2 Role & Responsibilities

The prices for delivery and rates for installation of the Fuzer UCS, as well as the delivery and installation procedures, are determined in the order. If the order does not detail such specifications, the following will apply:

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<table>
<thead>
<tr>
<th>Task Description</th>
<th>Fuzer</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create Meeting Minutes</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Explain the content of CRS to allow the Client to fill it out correctly</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Provide Fuzer with all the information necessary to install and provide the Service, as detailed in the CRS</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Warrant to Fuzer that the information given in the CRS is complete and correct</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Staging and Physical installation of the Fuzer UCS SOPs</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Connection of the Fuzer UCS-SOP to the Client LAN network</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Responsibility for faults finding on the in-house cabling or to assess the LAN network</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Configuration and activation of the Fuzer UCS and the peripheral equipment, according to the Standard Call Flow defined in the order. If nothing is specified in the order, the project manager will configured the “UC for Enterprise” Standard Call Flow</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Internal cabling and patching</td>
<td></td>
<td>x</td>
</tr>
</tbody>
</table>

### 3.3.1.3 Additional Work

- the services provided shall relate solely to the installation described in the order and product descriptions. Any element not explicitly mentioned therein can lead to other prices;
- additional work, on-site intervention(s), technical consultancy or later changes performed by Fuzer will be billed to the Client at the hourly rate then in effect together with cost of extra equipment and transportation costs;
- during onsite installation, data integration and application integration, the Client's network administrator and/or any other competent Client personnel shall be present during installation to assist the Fuzer engineer. Loss of time for Fuzer due to connectivity, hardware or software problems or misconfigurations of elements at the Client side under the control of the Client or any of the Client's subcontractors (power supply, cabling, firewall, routing, LAN or WAN misconfigurations, ...), can be billed to the Client at the hourly rate;
- installation work will be carried out during Office Hours. The Client may ask for a quote for any services he wants to be performed outside these hours. The Client shall guarantee access to the Fuzer UCS at all times to Fuzer;
- the hourly rate during Office Hours applicable at the date of contracting the services is 92 euro/hour for labor work, 135 euro/hour for project management and 160 euro/hour for consultancy (API, design,...). These rates are subject to the Belgian AGORIA-index. Fuzer reserves the right to change these rates;
● if the work takes place on another place than the Fuzer office, the hourly rate is applicable from the moment the Fuzer office has been left, until return thereto.

3.3.2 Change Request Delivery

Change Request management does not cover the delivery of a project but rather an evolution of the actual Service which does not impact the architecture.

The Service is provided via the following procedure:

1. Change Request initiation: the Client fills in the Change request document located on the Service Portal. When filled in, the document is sent to Fuzer as described in the request form. The information required to initiate the request are the following:
   a. Client name,
   b. Request Client title,
   c. Request Client Id (if any),
   d. Fuzer application: e.g. SMP, Fuzer Connect,…
   e. Use Case Description / Business needs: this part is done in collaboration with the Fuzer’s account manager,
   f. Motivation and impact if not done,
   g. OTRS ticket reference: OTRS is the name of the Fuzer support ticketing tool (this field is not mandatory).

2. Change Request analysis by Fuzer: After reception of the request, Fuzer will confirm the reception of the request and automatically send a request ID (OTRS number). Fuzer has 2 weeks to analyze and approve/reject the request. There are 3 types of possible answer:
   a. Request approved: the deliverable, the cost and the delay (T0+X weeks) of implementation is provided to the Client;
   b. Request requires a pre-analysis: the request is not approved yet as it requires a pre-analysis. A pre-analyze cost will be provided. The pre-analysis will start after the approval of the Client and could require his help;
   c. Request rejected: the reason to reject the request will be clearly described in order to avoid confusion.

3. Change Request approval by Client: if the Client approves the request, a signed copy thereof will be sent according to the procedure described in the Change Request template.

4. Implementation of the Change Request:
   a. Every change will be performed in a way that results in minimal Client impact, and will be submitted for approval to the Client with the needed workpack and documentation attached according to the Fuzer procedure. The Client will define maintenance window and notification delay. This will be communicated to Fuzer.
   b. In case of major interventions, both Parties will agree on appropriate timing and approach to be validated by the Client CAB (Change Approval Board).

3.3.3 Hardware Service Delivery

For Fuzer servers, the hardware delivery consists of the staging, the pre-configuration and the physical installation. For all other hardware, it consists only of the delivery to the Client warehouse. The expected delivery date depends on the type of order (new project, additional hardware) and on the type of Equipment (IP phone, Server, …).
For hardware that has been ordered as part of a new project implementation, the maximum lead-time between receipt of an order (relating to a project implementation) and the delivery/installation of the hardware in the Client warehouse (Expected Delivery Date (EDD)) is 10 weeks. In case a hardware is ordered without the right license and SLA, it will be delivered only after validation by the Fuzer Account Manager.

In case the Equipment delivered by Fuzer is defect ("Dead on arrival"), Fuzer must provide the same Equipment within one week. This only applies during the first week after the delivery date. After, the standard RMA procedure will be applied (see Article 4).

3.4 Other Services

3.4.1 Consultancy Services

3.4.1.1 Project Management Services

If for any reason, the Client decides to implement a project, he can request the assistance of an Fuzer Project Manager. The Fuzer Project Manager will be assigned to support the Client’s Project Manager during the implementation of the ordered Services. The Client will purchase Project Management Credits, in blocks of 10 days. Project Management Credits will be charged to the Client for the involvement of the Fuzer Project Manager. In case the Client request that the Fuzer Project Manager take full responsibility of the project implementation, the scope and the procedure to follow must be defined in advance. Fuzer Project Management Services exceeding 2 man-days of work must be reserved 4 weeks before the start of the project. 2 days or less should be requested 2 weeks in advance. This can be done through a "Project Management Service Reservation Form".

At the start of every quarter, the Client will communicate to Fuzer a forecast of the amount of Project Management Services related to his projects.

3.4.1.2 Configuration Management services

If for any reason, the Client decides to implement new changes, he can request the assistance of an Fuzer Implementation Engineer. The Fuzer Implementation Engineer will be assigned to support the Client’s Project Manager during the implementation of the ordered Services. The Client will purchase Configuration Credits, in blocks of 10 days. The Fuzer Implementation Engineer will support the Client in the configuration of the Services. The Fuzer Implementation Engineer works under the responsibility of the Client’s Project Manager, meaning Fuzer cannot be held responsible for incidents resulting from changes performed upon request of the Client’s Project manager, unless these incidents are due to software bugs or faulty execution of requested change.

Fuzer Implementation Services exceeding 2 man-days of work, must be reserved 4 weeks before the start of the project. 2 days or less should be requested 2 weeks in advance. This can be done through an "Implementation Service Reservation Form".

At the start of every quarter, the Client will communicate to Fuzer a forecast of the amount of Implementation Engineer services related to his projects.

3.4.1.3 Business application integration & development services

For standard project, Business application integration & development (BAI) Services is not required.
For requests relating to BAI, BAI Credits can be purchased. A separate BAI counter will be kept and charged.

Fuzer BAI Services are always subject to a mutually agreed planning between the Client and Fuzer. For each BAI project, a separate quote will be created based upon a clearly defined Product or Service definition.

**3.4.2 Training**

Fuzer offers two types of training programs:
- for administrators, that results in different levels of proficiency and certification.
- for end-users, to be able to use all the functionality of the Standard Call Flow in a proper way.

In order to register to a training the Client can contact his account manager.
4. Specific terms and conditions applicable to the Equipment

This Article 4 is applicable to the extent that the Client purchased or leased Equipment.

4.1 Purchased Equipment (direct sales model)

Unless otherwise specified by prior written agreement between the Parties, any purchase orders placed with Fuzer, shall consist of (a) purchase of the Equipment, components, and (b) a non-exclusive license to use the software provided together with, or incorporated in, the delivered Equipment.

4.2 Operational lease of Equipment (full Service model)

If the order provides for a “full Service” model (i.e. Operational lease of Equipment where the lessor is Fuzer), the following conditions apply:

- The rental period shall continue as long as the related order has not expired or been terminated.
- Fuzer shall provide hardware maintenance in accordance with Article Hardware Maintenance 3.2.3 above.
- The amount of rental charges is defined in the order.
- The Client shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subjected to careless, unusually or needlessly rough usage.
- The Client shall keep the equipment insured against all risks of loss or damage from every cause whatsoever for not less than the full replacement value thereof. The client shall pay the premiums and any deductible portions therefor.
- Fuzer shall at all times retain ownership and title of the equipment. The client shall give Fuzer immediate notice in the event that any of said equipment is levied upon or is about to become liable or is threatened with seizure, and the Client shall indemnify Fuzer against all loss and damages caused by such action.
- No equipment shall be sublet by the Client, nor shall he assign or transfer the use and benefit of the Equipment to any third party without written consent of Fuzer.

4.3 Warranty

Equipment is covered by a warranty against any material flaws or manufacturing defects. Such warranty shall come into effect at the date of delivery of the Equipment and it shall terminate 12 months after delivery date, unless otherwise specified in the order or Hardware Maintenance Service Contract (see art. 5 below). The warranty on repaired and/or replacement parts shall lapse on the expiry date of the original Equipment warranty, but shall never be less than three months. The Client shall report any defect to the appropriate Fuzer technical services as soon as it is noted. Fuzer shall make every endeavor to repair or replace the Equipment or parts as soon as reasonably possible. Fuzer
shall have sole discretion as to the repairs or replacements to be undertaken to ensure that the Equipment again operates according to its description. Fuzer may choose to refund defective Equipment at his sole discretion in lieu of repairing or replacing it.

The warranty is not applicable in the following circumstances:

1. damage of any kind whatsoever the cause of which does not predate the sale;
2. damage, faults and defects attributable to the Client, accidental damage, improper usage or poor maintenance, failure to comply with the instructions given in the user manual, lightning, humidity, temperature conditions outside accepted range, power surges or any Force Majeure whatsoever;
3. the repair or replacement of loose parts (cords, wires, outlets, antennas, etc.), the replacement of accessory elements that require regular replacement (batteries, paper, ink, etc.) and the supply of cleaning products.
4. the Client cannot prove that the purchase was done via Fuzer. Such proof needs to be established by providing a copy of the invoice, receipt or ad hoc certificate provided by Fuzer;
5. the Client, or a person not designated by Fuzer, changes or repairs the Equipment;
6. the Equipment serial numbers and/or the brand names are removed or changed;
7. the Client returns Equipment without having obtained a RMA number from Fuzer;
8. returned Equipment are not marked with the RMA number and accompanied by a complete description of the nature of the defect;
9. returned items are damaged beyond normal wear and tear usage;
10. the Client does not ship back all Equipment including boxes, wires, manuals, etc. or in 'like new' condition;
11. it is established that a failure or the continuation of a failure can be attributed to a third party (neither the Client, nor Fuzer, nor an Fuzer supplier).

All returned Equipment must be shipped prepaid, clearly marked with the RMA number, and be accompanied by a complete description of the nature of the defect. All returns not respecting the above procedure will be subject to a 20% 'reconfiguration/restocking' fee and will be returned to the Client at the Client's expense.

The foregoing warranty is in lieu of, and the Client waives all other express or implied warranties of merchantability or fitness for purpose, and sets forth the exclusive and entire liability of Fuzer with respect to any defective Equipment or component, whether based on contract, tort, negligence or otherwise. In no event shall Fuzer be liable for special, incidental, indirect or consequential damages.

4.4 Storage of Equipment

The demarcation point of the public telephone network shall be deemed to end at the connection point, i.e., the Client's telephone socket or connection box. Everything that comes after the connection shall be the Client's responsibility. If Fuzer needs to install Equipment on the Client premises in order to deliver the Services, the Equipment will be installed on an agreed location which will in most cases be either in a so-called "Common Equipment Room" or on another location at the Client premises. In these cases the Client shall ensure:

- the room where the Equipment will be set up must be sufficiently large and must allow Fuzer technical staff to have easy access to it;
- the following rules shall be observed in order to keep the Equipment in good working order:
  - the recommendations of the constructors,
  - the Equipment shall not be set up near a source of heat,
  - the ventilation systems of the Equipment shall not be blocked,
● the environmental parameters in the premises where the Equipment is set up shall be:
  ● Humidity Operating Range 30 - 70%
  ● Max Operating Temperature 28 °C
  ● Min Operating Temperature 12 °C
● the premises where the Equipment is set up must be sheltered and free from dust,
● the sector alimentation must support the Equipment's power,
● the Equipment should not be interfered with by any person without Fuzer prior consent;
● it is agreed in advance that the Client shall allow and facilitate the execution of all works/manipulations by Fuzer that would be necessary for a proper execution of the Agreement;
● Fuzer and/or any person that Fuzer would designate shall have access to the premises and to the Equipment each time that it would prove to be necessary for the proper execution of the Agreement.
In the event that Fuzer would be hindered from accessing the premises, Fuzer’s obligations under the Agreement will be suspended during the whole period of the hindrance;
● the Client may not move or change, repair or let a third party move, change or repair the Equipment without Fuzer's prior authorization,
● if the Support Services of Fuzer are not used to install the infrastructure in the building (cable runs, telephone cabling, outlets, etc.), the Client shall comply with the technical provisions if applicable which Fuzer shall inform him of,
● the Fuzer Server are available on standardized rules and connectors on the CPE. The Client Presentation Point/panel marks the limit of Fuzer liability. The cabling between the Fuzer-bay and the Client equipment is not part of Fuzer’s standard installation Support Service. Optionally, if the Client would request Fuzer at the moment of the order, Fuzer will provide the cabling/patching extension; this Service will be charged separately, in addition to the installation. In case Fuzer is responsible of the cabling till a certain point, Fuzer will take this responsibility till this new demarcation point. However Fuzer cannot monitor this part of the connection. Therefore Fuzer cannot be held liable for any interruptions or disturbances of the Services resulting from a problem with the cabling that are a consequence of a fault of the Client or any third party or in general following a situation that falls outside Fuzer’s power.

In case the SMP is installed at the Client premises, the SMP Equipment remains the property of Fuzer. The Client agrees that title in such Fuzer Equipment shall remain with Fuzer even whilst in or on the Client’s premises. The Client shall maintain the marks of property placed by Fuzer on the various elements of the SMP Equipment. The Client shall inform the landlord of the premises where the SMP Equipment is installed as well as every third party, which contemplates to take a surety or to proceed with a seizure, that the SMP Equipment is Fuzer property. The Client is acting as a depository and assumes the responsibility relating to the SMP Equipment from the moment of the delivery through the moment of its recovery by Fuzer. Upon termination of the Service, the Client shall return the Fuzer SMP Equipment to Fuzer in accordance with Fuzer’s reasonable instructions. Parties shall for this purpose agree upon a mutually agreeable time. In the event that the Client fails to return the Equipment, Fuzer shall be entitled to have immediate access to the Client's premises to remove it and shall be entitled to charge the costs to the Client.
5 Specific terms and conditions applicable to the provision of Network Connectivity Services and Fix Services

This Article 5 is applicable to the extent that the Client ordered the provision of Network Connectivity Services such as but not limited to leased lines, internet access, ip-vpn or sip trunk and Fix Services.

5.1 Fuzer commitments

Fuzer does not undertake or guarantee that any Service will be fault free or uninterrupted. However, Fuzer Service performance commitments are set out in the applicable SLA. The Client accepts that Fuzer may suspend the Services without liability during any planned or emergency maintenance and/or outage. Fuzer will give the Client reasonable advance notice of planned outages.

If Fuzer breach any applicable service levels for which service credits accrue, the Client may claim those service credits within 30 calendar days of the end of the month in which they accrue. The Client must do so by sending a written request to our account executive. If there is any inconsistency between the Client’s service level data and Fuzer’s service level data, Fuzer’s data will prevail. If one event or series of connected events causes us to fail multiple SLAs, the Client is only entitled to claim the highest available service credit and is not entitled to bring multiple service credit claims.

Fuzer will credit the Client with the value of any valid service credit claim. If Fuzer does not receive a claim from the Client within 30 days of termination of any Service, then the Client shall not be entitled to claim any applicable credit.

Without prejudice to the Client’s right to terminate a Service in accordance with the Agreement, the Client accepts that the service credits as specified in the applicable SLA are the Client’s sole and exclusive remedy for failure by Fuzer to provide the Services in accordance with the Agreement and the parties agree that such service credits are a genuine pre-estimate of the loss the Client is likely to suffer.

5.2 Demarcation point

The demarcation point for the delivery of the Services is the Client interface at the Colt access equipment and is normally at the base of the Colt cabinet. Internal cabling can be provided at additional cost however this will not change the location of the demarcation point for the Services.

5.3 Domain name

If specified in the Order Form, Fuzer will use reasonable endeavours to secure domain names and assign internet addresses and/or space (subject to availability) for the Client’s benefit during the term of the Service.

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The client will be solely responsible for any fees relating to such internet addresses, complying with any legal, technical, administrative billing or other requirements imposed by the relevant domain name registration authority (including any applicable registry terms and conditions) and modifying such domain names if the Client changes service providers. The Client acknowledges that: (a) neither himself nor his end-users shall have the right to route those internet addresses; and (b) upon termination of the Agreement, the Client and any users’ access and use of such internet addresses shall terminate. If the Client is transferring a domain name from a different service provider, it shall be the Client’s responsibility to contact that service provider to transfer the domain name to Fuzer.

5.4 Voice destinations

Voice networks may apply a blacklist of destinations that are not reachable through a voice circuit on their network. These destinations typically include premium international numbers with a very high cost per minute. To protect his Clients, Fuzer and his partners reserves the right to add, remove and modify blacklisted destinations at any time.

5.5 Location of the calling line identity

To enable the correct routing of calls to the appropriate local emergency services call centre the Client should ensure that the calling line identity associated with the call corresponds to the geographic region or city from where the call originates and is within the number ranges the Client has assigned to the outbound VoIP access trunk.

5.6. Calls rates and containers

5.6.1. Rates

The various rates in relation to the various Services can be obtained from the distributors and from Fuzer’s Client service department. Unless otherwise expressly provided in the order for a given Service, Fuzer’s rates apply only to calls in Belgium, and special numbers are excluded. International rates are subject to international interconnection agreements and if such interconnection pricing modifications occur, Fuzer may adjust its international at any time.

5.6.2 Available containers

Fuzer offers company containers to its Clients. Containers are ordered through the Order Form. The list of the various available containers, with detailed information on their content, possible options and rates, is available from Fuzer and can be consulted on the relevant product website which the Client can find through www.fuzer.net.

5.6.3. Use of containers

The Client may enjoy the benefit of a container by signing up a Order Form in accordance with Article 2.2 of the General Conditions.
5.6.4. Applicable conditions

For containers special tariff plans have been developed. Apart from these rates, the specific conditions for each Service forming a container continue to apply to the relevant Service. Each container is subscribed for the duration of this Agreement. In the event of the cancellation of one container, Fuzer reserves the right to claim a compensation equal to 50% of the total of the monthly fees of said container that would have been due until the end of this Agreement. Calls to destination that are not included in the container or that are in excess of the containers will be charged in accordance with pay as you go (PAYG) tariff plan. The unused volume of containers is not transferred to the following month.

5.7 Back-to-back

When Fuzer acts as a reseller of Services or Equipment ultimately provided by third-party providers such as Colt, the Client hereby irrevocably agrees to abide fully by the terms and conditions imposed by these providers to Fuzer. The Client may request a copy of such terms and conditions at any time. For said Services or Equipment, the Client may not require from Fuzer a level of service higher than what Fuzer may require from his provider.
6 Specific terms and conditions applicable to the provision of Mobile Services

This Article 6 is applicable to the extent that the Client ordered the provision of Mobile Services.

6.1. Connection and activation procedures

The Client can gain access to the Mobile Services by signing an Order Form

6.1.1. Activation

Activation of a SIM Card is effected either by Fuzer or by the Client himself in accordance with the procedure provided by Fuzer. Once the SIM Card is activated the End User receives a welcome SMS and can start using the Services.

6.1.2 Deactivation

The Client may deactivate SIM cards at any time without penalties provided that the total number of deactivated SIM cards does not exceed 25% of the number of SIM cards ordered on the initial Order Form. If the total number of deactivated SIM cards exceeds 25% of said number of SIM cards, the Client shall pay compensation equal to the fees or minimum charges due for the period until the end of the initial period or, as the case may be, any subsequent one-year period as defined by Article 2.12 of the General Provisions. Furthermore, the Client is liable for damages equal to 75% of the amount that Fuzer has invoiced to the Client for all Services that the Client has utilized during the three months preceding the early termination with respect to the deactivated SIM cards.

6.1.3 Number Portability

6.1.3.1 The Client can ask for a number to be ported to another operator. A Client wanting his number to be ported to another operator must contact that operator for this operation. On the Client's behalf, the new operator will take the necessary steps with Fuzer to have the number ported. Since the porting of a number to another operator will result in the deactivation by the Client, the terms set out in Article 6.1.2 shall apply. 6.1.3.2 Only numbers which have not been deactivated may be ported. The services from which a Client benefited while with Fuzer will not be transferred. Likewise, Fuzer cannot guarantee that it can offer Clients who port their numbers to Fuzer the services they enjoyed with their previous operator. During the porting operation, the Client will be temporarily inaccessible.

Fuzer will, however, refuse number portability:
- if the operator to whom the Client wishes to port his number does not comply with the legal procedure that applies to number portability;
- in case of suspected or proven fraud by the Client or a third party.
6.3.3.3 Fuzer will take all reasonable steps to ensure that the number is ported successfully. However, Fuzer shall not be liable for erroneous porting of one or more numbers, the unavailability of the porting facility or any faults occurring during the porting of numbers, which are attributable to the intervention of a third party or other reasons beyond Fuzer’s control.

6.2. Fuzer’s contract performance

6.2.1. International calls

Depending on the Service options selected by the Client, Fuzer offers the Client the possibility of making calls from Belgium to a number of foreign networks (international calls). The list of such countries and the current prices charged for such international calls are available via the Fuzer helpdesk and on the relevant product website which the Client can access at the URL www.fuzer.net. International rates are continually revised in function of the underlying contracts between Fuzer and its partners, and are subject to modification at any time without prior notice.

6.2.2. Call number

6.2.2.1 Fuzer undertakes to activate the SIM Card as quickly as possible. No later than activation, one call number per connection is allotted to the Client. The Client may not demand a particular number (except in case the number is ported from another operator), nor may he subsequently demand that it be changed.

6.2.2.2 At the end of the Agreement, the Client finally loses his number unless he asks to port the number to another operator in accordance with Article 1.3. In any event, Fuzer is at all times entitled to change the Client’s number for compelling service reasons on condition that the Client is notified thereof at least two (2) months beforehand.

6.2.2.3 In no event will Fuzer be liable to pay compensation to the Client in this respect.

6.2.3. Emergency services

Fuzer shall grant access to emergency services and provide information concerning the location of the person who called emergency services with a mobile device only however emergency services are not accessible for calls made through Fuzer Connect or any other softphones provided by Fuzer.

6.2.4. Monitoring

Fuzer shall put in place, by means of a central monitoring system, various procedures to measure and direct traffic so as to avoid saturation of the network. In the event of a saturation alert, Fuzer shall take all reasonable measures to try to ensure the quality and continuity of Mobile Services.

6.2.5. Roaming

6.2.5.1 Depending on the Service options selected by the Client, Fuzer offers the Client the possibility of making calls/SMS from, or receiving calls/SMS in, countries other than Belgium, as well as to access mobile data services in countries other than Belgium (“Roaming Services”). The list of such countries and the current prices for such Roaming Services are available via the Fuzer helpdesk and on the relevant product
website which the Client can access at the URL www.fuzer.net. Roaming rates are continually revised in function of the underlying contracts between Fuzer and its partners. Consequently, these rates are subject to modification at any time without prior notice. Depending on the country where the Client or End User happens to be, the SIM Card may or may not automatically select a network of one of Telenet Group sprl’s roaming partners. However, the Client or End User is always free to manually select another network of his choice, on condition that Telenet Group sprl has contracted a roaming agreement in that country with the operator of that other network. Should the Client or End User wish to benefit from special rates offered by one of Telenet Group sprl’s roaming partners, he must select the correct network immediately upon his arrival in that country. Network coverage and the availability of the Mobile Service in foreign countries is entirely dependent on the foreign operator whose network is used, and, as a result, Fuzer can in no way be held responsible in the event of any interruption or unsatisfactory quality of Mobile Services abroad. The Client agrees that the cost of roaming services may be invoiced several months after the date of provision of the roaming service as Fuzer is required to wait for information from the other operators involved in this regard.

6.2.5.2 The EU Roaming Regulation offers the possibility to the Client as of 1 July 2014 to purchase at any moment roaming services (data only or voice, SMS and data as a bundle) from an alternative roaming provider for roaming services in the EU Member States on the call number provided by Fuzer. Such a change will be free of charge and will usually be executed within 24 hours after receipt by Fuzer of the order from the alternative roaming provider. In such case, the alternative roaming provider will charge the relevant roaming services directly to the Client. The roaming tariffs of Fuzer will not apply for such services and call value purchased with Fuzer cannot be used for such services.

6.2.5.3 All requests with regard to such subscription through an alternative roaming provider (e.g. activation of subscription, any change in settings, inquiries on that subscription, billing, and availability) are the exclusive responsibility of the alternative roaming provider. Client is advised that, in case of change of domestic local provider, the new domestic local provider does not have the obligation to support the roaming services provided by a specific alternative roaming provider. It is the exclusive responsibility of the alternative roaming provider to inform the Client in case certain roaming services or functionalities would not be available. It is necessary that the Client changes his/her Access Point Name (APN) settings if he/she selected a local foreign provider for data roaming services only when being abroad in one of the EU Member States. Client is aware that the APN settings are to be restored to the original APN name when returning back to Belgium, otherwise the mobile data services in Belgium will not be working. In the event of purchasing data roaming services only from an alternative roaming provider it may no longer be possible to manually select another network for voice and sms roaming services.

6.3. Rights, obligations and liability of the Client

6.3.1. SIM Card - PIN code

6.3.1.1. To prevent misuse, the End User shall immediately upon receiving his SIM Card change the standard PIN code into a personal secret PIN code. The Client is responsible for keeping this code strictly confidential and shall therefore ensure that the End Users do not select a code that is too simple (such as 1111, 2222 or 1234). The SIM cards and corresponding telephone numbers are allocated to the Client, not the End Users. The Client is ultimately responsible to Fuzer for the use that is made of the SIM cards, regardless of whether the
SIM card is used by an End User or a third party. The Client is prohibited to in any way transfer, hire out or otherwise commercialize the SIM cards and telephone numbers allotted to it.

6.3.1.2. Fuzer is and remains the sole proprietor of the SIM Card provided to the Client. The Client may not dispose of, lend, damage or destroy the SIM Card. If the Client wishes to allow third parties to use the SIM Card, he shall first give notice of the details of all users on the appropriate form and enclose the form with his Order Form. The Client shall in any event be solely liable to Fuzer for the performance of his obligations under the Agreement. Within seven (7) days after the end of the Agreement, the Client shall return the SIM Card to Fuzer or one of the Sales Points. The Client must make responsible, reasonable use of the SIM Card. Any attempt to copy the technical identification data on the SIM Card and any fraudulent use of the SIM Card is prohibited and shall result in withdrawal of the call number linked to the SIM Card, without prejudice to other measures that Fuzer might take against the Client.

6.3.1.3. In the case of loss or theft of or damage to the SIM Card, the Client continues to be liable for use of and payment for the call and other costs related to the SIM Cards until such time as the Client has requested Fuzer by telephone to suspend the Mobile Services. This request must be confirmed by the Client in writing within two (2) working days of the telephone notification. If requested by Fuzer, the Client must disclose the reference number under which the loss or theft has been reported to the police.

6.3.1.4. From the moment the Mobile Services have been suspended at the request of the Client until the replacement and activation of the new SIM card, any fees or minimum charges shall continue to be due. At the Client’s request and upon payment of the costs thereof, Fuzer will provide the Client with a new SIM Card. Fuzer shall within five (5) working days make all reasonable efforts to lift suspension of the Client’s Subscription once he is in possession of a new SIM Card or if his mislaid SIM Card is recovered. If, for any reason, Fuzer is unable to lift suspension of the Client’s Subscription within five (5) working days, the Client will not be billed any fees or minimum charges for the succeeding period, in proportion to the period beyond the period of five (5) working days during which the Mobile Services remain unavailable.

6.3.2. Mobile telephone

6.3.2.1. The Client shall only use the Mobile Services via a terminal that meets Belgian and European standards and is suited for the Network and services that the Client wishes to utilize. The Client can find recommendations in this regard on the website www.fuzer.net, which offers useful information, by way of guidance only. Even if the Client’s terminal is suited to the Network, Fuzer does not guarantee that all of the terminal’s functions can be used.

6.3.2.2. The Client shall adhere strictly to the instructions for use of his terminal. The Client shall himself be responsible for replacing his terminal if, for technical reasons inherent in the appliance (for instance because it is too old), he is unable to gain access to the Network or it is unsuitable for using certain Data Services. Both before and after activation of the Mobile Services, Fuzer may require the Client to present his terminal for verification. The Client agrees that calls from or to forbidden appliances may be automatically jammed without advance warning and that such use entitles Fuzer to immediately suspend and/or terminate the Mobile Services without any advance warning.

6.3.2.3. The Client acknowledges that, despite the excellent quality of the Network, it is not possible for it to guarantee perfect coverage over all of Belgium in all circumstances.

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6.3.2.4. The Client acknowledges that he is aware of the risks associated with the use of mobile telephones (especially when driving a vehicle, when filling vehicles with fuel and in the vicinity of flammable materials and/or explosives), and of the disturbance that the use of mobile phones can cause to medical apparatus and in aircraft. The Client acknowledges also that he must manage the phone parameters regarding the use of data when travelling abroad to make sure that there is no unwanted use of data. The Client shall remain liable of such use of data.

6.3.2.5 The Client is advised to notify Fuzer immediately of loss or theft of his mobile telephone so that Fuzer can remotely deny that mobile telephone access to the Network and to the networks of operators that are members of the EIR (Equipment Identity Register). The Client remains responsible for its use and for payment for the communications costs and other costs until he has requested suspension of the Mobile Services by telephone. To be able to do so, the Client must send Fuzer written confirmation of the loss or theft within eight (8) days of reporting the loss or theft. If requested by Fuzer, the Client must disclose the reference number under which the loss or theft has been reported to the police.

6.3.3. Sending text or voice messages

6.3.3.1. The Client is prohibited from sending text messages or voice messages via the Network to groups of more than twenty (20), whether or not they are pre-identified users of a mobile telephone.

6.3.3.2. Unless the recipient has given his express consent, the Client is prohibited from sending third parties text messages or voice messages containing any commercial content via the Network.

6.3.4 Normal Use

6.3.4.1 With respect to the Mobile Services, Fair Use shall mean "normal professional use". Unless the terms "normal professional use" should be defined differently in the order, it allows very intensive use of the Mobile Services, limited only by the restrictions stated explicitly hereafter. Only in the case of fraud (such as: commercial use of the contract, particularly for call center or SIM box purposes, and/or allowing use by third parties), dishonest use or, more generally, use that does not accord with use that may reasonably be expected from a Client that has taken out a certain Subscription (for instance use of the mobile telephone as a baby alarm) is there deemed to be use that is not normal. Except in the case of special promotions that expressly deviate from the limits set out below, use of the Mobile Services shall be regarded as fraudulent where the Client or End User:

- regularly makes calls for more than 6 hours a day and/or 30 hours a week ; or
- regularly makes back-to-back calls with less than 1 minute in between for more than 3 hours ; or
- sends more than 350 Text Messages a day and/or 10,000 Text Messages a month; or
- sends more than 50 MMSs a day and/or more than 400 MMSs a month to mobile phone numbers on the Network and/or e-mail addresses; or
- sends more than 20 MMSs a day and/or more than 100 MMSs a month to other mobile networks; or
- in the context of the use of Data Services, generates data traffic from Belgium that amounts to more than 500 MB a day and/or more than 5 GB a month;
- resells the Mobile Services to third parties or makes any use of the Mobile Services other than as an End User;
- modifies or spoofs the caller line identification (CLI).
6.3.4.2 In each of these cases, Fuzer reserves the right to limit provision of the Services or to suspend and/or terminate the Agreement.

6.4. Data Services

6.4.1. Unless otherwise provided elsewhere, registration for or use of a Data Service is only possible if the Client has signed up for other Mobile Services (i.e. voice, SMS/MMS and related additional services). In that case, it will be possible to make use of Data Services unless the Client has asked Fuzer in writing not to allow the use of Data Services. Any use of and/or registration for Data Services automatically means that the Client accepts the General Conditions and the Specific Conditions applicable to the relevant Data Service.

6.4.2. The Client undertakes that he shall not send any data to groups of recipients in an automated fashion.

6.5. Use of Mobile Services for specific purposes

6.5.1. Unless Fuzer has given written consent, the Client is in all circumstances prohibited from in any way selling, giving away, sub-leasing or in any other way marketing the SIM Cards and/or Mobile Services allotted to him, whether in whole or in part. Any breach of this prohibition shall be regarded as an material breach, and shall carry the consequences associated therewith.

6.5.2. With the express prior written agreement of Fuzer, the Client may use a SIM card in a SIMbox under the following conditions:
- the Client entered in to a Contract with Fuzer under which a total of at least 5 End Users are actively used by the Client
- the Fuzer SIM cards may only be used in a SIMbox for outgoing calls
- the Fuzer SIM cards may not be used in a SIMbox for international calls or for roaming or premium services
- the Fuzer SIM cards may not be used in a SIMbox for data traffic
- the Fuzer SIM cards may not be used in a SIMbox for sending text messages (SMS) or multimedia messages (MMS)
- the SIM cards provided by Fuzer for use in a SIMbox may not be used for any other purpose
- the Fuzer SIM cards may not be used by the Client in a SIMbox to offer telecommunications services to third parties.

In the case of breach of any of the above conditions, Fuzer reserves the right to withdraw the agreement it has given the Client to use SIM cards in SIMboxes, if need be without prior notice. Termination of the SIMbox service between the Client and Fuzer, howsoever and whenever arising, terminates only the SIMbox service without affecting the underlying Contract(s) entered into between the Client and Fuzer, which remain(s) in force until it/they terminate(s) or is/are terminated in accordance with the relevant provisions. The use of SIMboxes by the Client is subject to the condition that it shall not interfere in any way with Fuzer’s ability to comply with any legal or regulatory provisions concerning for instance (but without limitation) the correct transmission of the caller line identification (CLI), reachability of emergency services, caller identification, localization of the End User by the emergency services and lawful interception.

6.5.3. With the prior written agreement of Fuzer, the Client may, under the conditions agreed by the parties, use a SIM card in the context of Machine to Machine services, which constitute a telecommunications
application enabling an information transfer between a server located with the Client and a remote machine without any human intervention.

6.6. Rates and containers

6.6.1. Rates

The various rates in relation to the various Services can be obtained from the distributors and from Fuzer’s Client service department. Unless otherwise expressly provided in the order for a given Service, Fuzer’s national rates apply only to calls/Text Messages/ MMS and the use of Mobile Data Services in Belgium, and special numbers are excluded. International rates and roaming rates are subject to international interconnection agreements and if such interconnection pricing modifications occur, Fuzer may adjust its international and roaming rates at any time.

6.1.2 Fuzer shall duly inform the Client of any rate increase (other than an increase in international or roaming rates) or change of the Agreement or of the technical features of the Mobile Services at least one month before they come into effect. If the Client does not accept the announced rate increase (other than an increase in roaming or international rates) or change of the Agreement or of the technical features of the Mobile services, he may unilaterally terminate the Agreement early without payment of any penalty or compensation, in accordance with Article 2.5.2 of the general terms and conditions.

6.1.3 Notwithstanding the above, Fuzer may adjust its international and roaming rates at any time and without prior notice in case of changes to the underlying wholesale agreements with its partners. Such changes shall not entitle the Client to early termination without penalty or compensation.

6.6.2 Available containers

Fuzer offers company containers to its Clients. Containers are available through the Order Form for several Services. This list of the various available containers, with detailed information on their content, possible options and rates, is available from Fuzer and can be consulted on the relevant product website which the Client can find through www.fuzer.net.

6.6.3. Use of containers

The Client may enjoy the benefit of a container by signing up an Order Form in accordance with Article 2.2 of these General Conditions.

6.6.4. Applicable conditions

For containers special tariff plans have been developed. Apart from these rates, the Specific Conditions for each Services forming a container continue to apply to the relevant Service. Each container is subscribed for the duration of this Agreement. In the event of the cancellation of one container, Fuzer reserves the right to claim a compensation equal to 50% of the total of the monthly fees of said container that would have been due until the end of this Agreement. Calls to destination that are not included in the containers or that are in excess of the containers will be charged in accordance with pay as you go (PAYG) tariff plan that are available from Fuzer and can be consulted on the relevant product website which the Client can find.
through www.fuzer.net. Each container is pooled and shared between all End-Users of the Client for a period of one month. The unused volume of containers is not transferred to the following month.