1.   Definitions

In this Agreement, the following definitions will apply:

"Access" or **"Access Services"** is the entire service as described in clause 3;

"Access line" is the physical connection between the Customer's network and the WAN-connect Network and is delivered through the services of WAN-connect but is owned and operated by a third party;

"Acceptable Use Policy" means the document as mentioned in Annex 2 of this Agreement, which contains the set of rules that describe how the Customer and each User is allowed to use the Services. The Acceptable Use Policy may be updated from to time by WAN-connect in accordance with clause 3.2; the current version is attached in Annex 2 solely as a reference;

"Additional Deliverables" means any results from the Additional Services (such as, without limitation, reports, custom configurations, blueprints or software);

"Additional Services" means those services delivered by WAN-connect Connect that are not within the scope of the Setup Services, Access Services or Support Services, but may be delivered by WAN-connect at the request of the Customer, as described in clause 5;

"Affiliate" of a Party means in relation to a Party (i) any entity under the Control of such Party; and (ii) any entity Controlling such Party; and (iii) any other entity under the Control of a Controlling entity under (ii);

"Agreement" means, collectively, these Terms and Conditions, the Order Form, the Acceptable Use Policy and all Annexes;

"Annex" means any section of the Agreement entitled "Annex";

"Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, excluding Saturdays, Sundays, and public holidays in Belgium;

"Confidential Information" shall have the meaning as set forth in clause 10.1;

"CPE" means the device(s) delivered and operated by WAN-connect at the premises of the Customer as an endpoint of the Access Service;

"Customer" means the party so identified in the "Customer details" section of the Order Form;

"Customer Software" means any software, data or other content that is not supplied by WAN-connect;

"Control" (and derivatives of this term) means with regard to an entity, the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract or otherwise;

"Data Protection Legislation" means EU Directive 95/46/EC and any national implementations that apply to the Parties' processing of personal data;

"Effective Date" means the date this Agreement is signed by both Parties (as evidenced by the dates of signature indicated in the Order Form);

"Error" means a substantial, verifiable and reproducible non-conformity of (i) Access with the Service Description; or (ii) the Additional Deliverables with the agreed specifications;

"Force Majeure" means any cause beyond a Party's reasonable control, such as acts of God, acts from authorities, war, fire, flood, explosion or civil commotion, telecom breakdowns (including "denial of service" attacks and similar unavailability of internet connections), strikes, failure of a third party, software bugs in third party software, industrial action, epidemic, pandemic, etc.;

"Helpdesk" means the point of contact that WAN-connect makes available for answering questions regarding the use of the Access. The Helpdesk can also be used by the Customer for Error reporting and the follow-up of Error corrections;

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malware, malicious code, files, scripts, agents or programs;

"Connect 27" or **"WAN-connect"** means WAN-connect BV, with company nr and registered address at Beversebaan 125, 2070 Zwijndrecht, Belgium;

WAN-connect "Connect 27 Network" or **"WAN-connect Network"** means the network operated by WAN-connect.

"WAN-connect Software" means any software, data or other content (including documentation) that is supplied by WAN-connect the Customer, or installed by WAN-connect;

"WAN-connect Systems" means the combination of the server hardware, software and network components owned, licensed or leased by WAN-connect, which are used by WAN-connect to provide the Services to the Customer and/or its other customers;

"Order Form" means the first section of this, Agreement entitled "Order Form";

"Party" means either WAN-connect or the Customer, while **"Parties"** means both WAN-connect and the Customer;

"Qualifying Charges" means the recurring charges that are due by the Customer for a particular Service (excluding any specific costs, expenses or one-time charges due by the Customer for such Service);

"Services" means, collectively, all services provided by WAN-connect to the Customer. The Services consist of the Setup Services, Access Services, Support Services and/or Additional Services;

"Service Description" means the technical specifications of the Access Services, as set out in the Order Form and/or the website of WAN-connect;

"Service Credit" means the liquidated damages paid by WAN-connect for not reaching an agreed Service Level, as further described in the SLA;

"Service Failure" means that the delivery of a particular Service is not in accordance with the agreed Service Level(s) for that Service;

"Service Level" means the agreed level of quality for a particular Service, as further described in the SLA;

"Setup Services" means the services that relate to the initial setup of the Access, as further described in clause 2;

"SLA" means the Service Level Agreement that applies to the Services, which is attached as Annex 1 to this Agreement;

"Standard Rates" means WAN-connect standard pricing for all Additional Services delivered by it. The Standard Rates that apply at the Effective Date, are set forth in the Order Form;

"Support Services" means the services provided by WAN-connect with respect to the Helpdesk, as described in clause 4;

"Technical Contact Person" means a staff member of the Customer, or any other person appointed by the Customer to manage the Customer's Access, as set out in the Order Form;

"Term" means the term of this Agreement, as calculated from the Effective Date;

"Terms and Conditions" means the present document, entitled "Terms and Conditions for Access Services";

"Unsupported Element" means any hardware or software, or any specific configuration thereof, that is not customarily installed by WAN-connect, or that is in "end of life" or "end of support" status;

"User" means any end-user of an Access.

2.   Setup Services

2.1   The Setup Services comprise the initial setup and installation of the Access, in order to prepare the delivery of the Access Services.

2.2   Subject to Customer's compliance with this Agreement and provided that the Customer promptly delivers all information reasonably requested by WAN-connect, WAN-connect will prepare and configure the Access, in accordance with the description set forth in the Services Description.

2.3   WAN-connect makes no representation or warranty whatsoever for Unsupported Elements, and the Customer agrees that WAN-connect shall not be liable for any loss or damage arising from the provision of the Unsupported Element. Unless otherwise agreed by WAN-connect, the SLA shall not apply to the Unsupported Element. The Customer furthermore acknowledges that Unsupported Elements may not interoperate with WAN-connect other services, such as backup or monitoring.

3.   Access Services

3.1   The Access Services comprise the provision of an access line and communication equipment (optional including a CPE delivered and maintained by WAN-connect at the Customer's premises) in order to make a connection between the Customer's network and the WAN-connect Network;

3.2   The Customer shall use the Access, and shall ensure that its Users use the Access, in accordance with the terms, conditions and limitations set forth in this Agreement and the Acceptable Use Policy. The Customer shall not (and shall ensure that its Users shall not):

-    send spam or otherwise duplicative or unsolicited messages in violation of applicable laws (such as, but not limited to, EU Directive 2002/58/EC);

-    send, store or make available obscene, threatening, libelous, harmful or otherwise unlawful material, or material that harms (or may reasonably qualify as harming) third party rights;

-    send or store Malicious Code;

-    interfere with or disrupt the integrity, availability or performance of the WAN-connect Systems or third party systems; or

-    attempt to gain unauthorized access to the network of other customers, or related systems or networks of WAN-connect.

WAN-connect may change the Acceptable Use Policy from time to time to add or modify restrictions on its customers' use of the Services, provided that the changes are reasonable and consistent with hosting/telecom industry norms. Any change to the Acceptable Use Policy will be published on the homepage of WAN-connect, and will become effective within one (1) month after publication. If Customer can demonstrate that its compliance with the revised Acceptable Use Policy would adversely affect its use of the Access Services, Customer may elect to terminate the Agreement on these grounds by giving written notice during the aforementioned period of one (1) month. While Customer will not be charged for such early termination, no fees paid in advance by Customer for the affected Services shall be reimbursed.

3.3   The Customer acknowledges and accepts that it is responsible for the actions and omissions performed by itself and all the Users. The Customer shall ensure that all Users shall be informed of, and shall comply with, the relevant provisions of the Agreement.

3.4   The Customer acknowledges that securing the Access involves commitments from both Parties. Accordingly, (i) the Customer shall use appropriate security precautions in connection with its use of the Services; (ii) the Customer shall use its best efforts to prevent unauthorized access to, or use of, the Access, and notify WAN-connect promptly of any such unauthorized access or use; and (iii) the Customer shall protect the confidentiality of all its usernames, passwords and other access credentials, and shall notify WAN-connect promptly if any username or password is lost or would otherwise get exposed.

3.5   Without prejudice to clause 9, WAN-connect may suspend the Access Services without involvement of a judge and without liability if (i) it reasonably believes that the Access Services are being used in breach of the Agreement; (ii) there is an internal

or outside attack on one or more of the Access, or the same are being accessed or manipulated by a third party without Customer's consent; (iii) WAN-connect is required by law to suspend the Access Services; (iv) WAN-connect determines, acting reasonably, that the provision of the Access Services to the Customer is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (v) there is another event for which WAN-connect reasonably believes that the suspension of Access Services is necessary to protect the WAN-connect Systems or WAN-connect customers.

WAN-connect will use commercially reasonable efforts to give the Customer advance notice of such suspension, unless it determines, in its reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect WAN-connect or its other customers from imminent and significant operational or security risk.

3.6   Without the approval of the Customer, WAN-connect shall have the right at any moment to (i) activate a new or improved version of the Access; (ii) add additional functionality to the Access; (iii) modify internal or external functioning of the Access; (iv) relocate the WAN-connect Systems to any location within Europe and (v) upgrade, change or reconfigure the WAN-connect Systems as it sees fit; provided such actions do not have a negative impact on the Service delivery.

4.   Support Services

4.1   The Support Services comprise the provision of a helpdesk, through which the Customer can report (and WAN-connect shall subsequently aim to resolve) Errors relating to the Access Services.

4.2   As part of the Support Services, WAN-connect shall make available a Helpdesk to the Technical Contact Person. The Helpdesk shall be available 24/365, through the channels indicated on WAN-connect homepage, subject to the limitations (if any) indicated in the Order Form.

4.3   WAN-connect shall take all commercial measures within reasonable limits for making the necessary correction of any Error reported through the Helpdesk.

4.4   WAN-connect shall only provide the Support Services to the Technical Contact Person, and shall not provide any Support Services directly to other Users.

4.5   The correction of Errors will, at WAN-connect sole discretion, consist in the following remedial service: (i) provision of a workaround; (ii) temporary correction; (iii) correction via delivery of a new version of relevant software or equipment; or (iv) adaptation of the documentation without reducing the functionality.

4.6   In order to allow WAN-connect to carry out its support obligations efficiently and effectively, (i) the Customer shall report any Errors immediately on detection through the Helpdesk, in a well-documented way; and (ii) at WAN-connect request, the Customer shall render assistance, in all fairness, for the diagnosis, the reproduction and correction of the Error.

5.   Additional Services

5.1   Following the Customer's request or following WAN-connect observation that a particular service is not covered by this Agreement, WAN-connect may provide the Customer with other, additional services which relate to the Access ("**Additional Services**").

5.2   The Customer shall provide WAN-connect with any complete and accurate information necessary or useful to provide the Additional Services.

5.3   Customer shall cooperate with WAN-connect in the performance of the Additional Services, *inter alia* by providing WAN-connect with timely access to data, information and assistance. Customer acknowledges and agrees that WAN-connect 's performance is dependent upon the timely and effective satisfaction of Customer's responsibilities under this Agreement and timely decisions and approvals of Customer in connection with the Additional Services.

5.4   The Customer expressly agrees that WAN-connect is not obliged to deliver any Additional Services, and that the delivery of the Additional Services is subject to prior written acceptance of both Parties, and may also be subject to other or additional terms and conditions than the terms and conditions of this Agreement.

6.   Services in general

6.1   Any changes to the Services that are requested by the Customer, shall be considered Additional Services, and may give rise to separate charges.

6.2   The Customer warrants that the Services shall be used in accordance with all applicable local, regional, federal, national and international legislation and, in general, in a responsible manner, exclusively for admissible purposes and without breach of the rights of third parties.

6.3   Unless explicitly agreed otherwise in writing by the Parties, any deadlines and timeframes for delivery of Services shall be considered as indicative, and shall not bind WAN-connect.

6.4   Any offers made by WAN-connect for the Services shall remain valid throughout a period of thirty (30) days as from their submission to the Customer.

6.5   The Customer shall obtain, and shall maintain for the duration of this Agreement, all the consents, licenses and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the supply of the Services by WAN-connect, or to enable the Customer to use the Access or the Additional Deliverables.

6.6   The Customer warrants and accepts that any order for Services or change to the Services that is approved by a Technical Contact Person, shall bind the Customer.

6.7   The Customer agrees to indemnify and hold harmless WAN-connect and its Affiliates against any and all damage, loss, costs, expenses, third party claims or demands (including claims of Users) arising out of the use by the Customer, its employees, its designees and/or the Users of the Access, the Additional Deliverables or the WAN-connect Systems in a manner that does not correspond with this Agreement or, in general, all applicable laws, decrees and other legal instrument.

7.   Warranties

7.1   WAN-connect warrants that:

-    it will perform the Services in a good and workmanlike manner;

-    the Access shall function substantially in accordance with the Service Description, it being understood that small deviations shall not constitute a breach of this warranty, and that all software contains bugs; and

-    it shall use reasonable efforts to maximize the availability of the Access, as further described in the SLA. The Customer recognizes, however, that the use of the Access shall not be entirely error-free, completely secure or without any interruptions, and that the availability and security of the Access is subject to a variety of interdependent factors (such as the availability of telecommunication links, the interaction between software of various parties, network congestion on the Internet, etc.), which are partially or substantially out of the control of WAN-connect.

7.2   If the Access does not perform as warranted, WAN-connect shall undertake to correct the Errors. However, WAN-connect does not warrant that the Services will meet the Customer's specific expectations, objectives or requirements.

7.3   WAN-connect Connect's warranties do not cover interventions not due to WAN-connect such as, but not limited to:

-    Errors resulting from erroneous, improper, non-authorized or unsupported use of the Access or the Additional Deliverables;

-    Errors resulting from a fault of the Customer, the Technical Contact Person or a User;

-    Interventions made by the third party operator of the physical line as described in the separate SLA of this third party provider which is included as a back-to-back SLA;

-    Errors resulting from the interfacing of the Access, unless approved in writing by WAN-connect.

7.4   This clause 7 constitutes WAN-connect only warranty concerning the Services and is made expressly in lieu of all other warranties. Except as otherwise provided in this Agreement, and to the fullest extent permissible under applicable law, WAN-connect makes no warranties, express or implied, regarding any matter, including fitness for a particular purpose, merchantability and/or non-infringement. WAN-connect specifically disclaims all warranties and liability for: (i) the technical operation of the Customer's own applications; and (ii) the accuracy, lawfulness and appropriateness of any use of the Access Services.

8.   Fees

8.1   The Customer shall pay to WAN-connect the fees indicated in the Order Form. Unless otherwise indicated in the Order Form: (i) all payment obligations are non-cancelable; (ii) fees paid are non-refundable; and (iii) payments are to be made in advance.

8.2   Unless if otherwise agreed, the Additional Services shall be charged at the Standard Rates. The Standard Rates shall be subject to change from time to time by reference to increased cost of production, commercialization, promotion, etc. WAN-connect will provide the Customer with thirty (30) days' written notice prior to the effective date of the new Standard Rates.

8.3   Subject to the Customer's consent, any expenses incurred by WAN-connect that are not explicitly described as being included in the charges (such as out-of-pocket expenses or shipment costs, etc.) shall be invoiced to and paid separately by the Customer.

8.4   Except as otherwise provided, all fees are quoted and payable in EUR, and do not include any sales, use, excise, import or export, value added or similar tax (collectively "taxes").

8.5   Unless otherwise agreed in the Order Form, all invoices are payable thirty (30) days, calculated as from the invoice date. In case of late payment, a monthly interest of 3% will be charged automatically and without prior notice.

8.6   In the event of any failure of the Customer to timely make the payments indicated above, then WAN-connect:

-    can demand that all outstanding invoices become due at once;

-    can suspend the provision of any Service, until all outstanding invoices have been paid;

without in any way affecting its other rights under this Agreement.

8.7   Complaints concerning invoices must be submitted within eight (8) days upon receipt of the invoice. After this eight day period, the invoice will be deemed accepted.

8.8   The charges for the Access Services can be reviewed annually by WAN-connect three month prior to the anniversary of this Agreement, based on the following formula:

$Vn = Vo (A + B * Sn/So)$

whereby

A = 0.0 (if the Customer is established outside Belgium) or 0.2 (if the Customer is established in Belgium)

B = 1.0 (if the Customer is established outside Belgium) or 0.8 (if the Customer is established in Belgium)

Vn = the new daily rate

Vo = the current daily rate

So = the index of the national wage costs (*referteloonkost landsgemiddelde*) as published by Agoria three months before the previous indexation

Sn = the index of the national wage costs (*referteloonkost landsgemiddelde*) as published by Agoria three months before the anniversary of this Agreement.

9.   Term and termination

9.1   Unless otherwise indicated in the Order Form, this Agreement comes into force on the Effective Date, with an initial period as mentioned in the Order Form.

9.2   Unless otherwise indicated in the Order Form, this Agreement shall be tacitly renewed each year after the initial period by a period of one (1) year, except if one of the Parties terminates this Agreement by registered letter with a notice period of three (3) months before the expiry of the then current period.

Each Party can terminate this Agreement with immediate effect without intervention of a judge by written notice to the other Party, if the other Party commits a material breach of this Agreement, and — in the case of a breach capable of remedy — fails to substantially remedy it within one (1) month of receipt of a written notice from the Party not in default specifying the breach and containing a warning of an intention to terminate if the breach is not remedied within the one (1) month grace period. A breach of clause 3.1 or a breach of the Acceptable Use Policy shall always be considered a material breach of this Agreement.

9.3   Each Party may terminate this Agreement without intervention of a judge with immediate effect on written notice:

-       if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other Party;

-       if the other Party makes any arrangement for the benefit of its creditors; or

-       if the other Party goes into liquidation save for the purposes of a genuine amalgamation or reconstruction.

9.4   After termination of this Agreement:

-       each Party shall return or destroy (or provide a certificate of having destroyed) the other Party's Confidential Information;

-       unless explicitly agreed otherwise in the Order Form, any IP addresses assigned to the Customer shall be promptly released.

9.5   Termination shall not relieve the Customer of the obligation to pay any fees accrued or payable to WAN-connect prior to the effective date of termination.

10. Compensation

10.1 Compensation is provided when a specific service or facility of the main service does not reach the stated minimum level of service. These compensations follow (i) the schedule as hereinafter-set put with regard to the Service Level Agreement of the subcontractor providing the access line mentioned as annex 4 to this Agreement. This compensation may not exceed the compensation ratio of the subcontractor; (ii) the schedule set forth in annex 1 for the management services provided by WAN-connect itself. The compensations are paid on the basis of credit on your next bill. One and the same incident will not give rise to accumulation of compensation.

11. Confidentiality

11.1   "Confidential Information" means all confidential information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**") in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall include: the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), business and marketing plans, technology and technical information, product designs and business processes, as well as the Hosted Data. Confidential Information shall not include: (i) information that is, or becomes, generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) information known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) information developed

independently by the Receiving Party without breach of any obligation owed to the Disclosing Party; and (iv) information received from a third party without breach of any obligation owed to the Disclosing Party.

11.2   The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

11.3   Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).

11.4   If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

12.   Risk allocation

12.1   WAN-connect total aggregate contractual and extra-contractual liability under this Agreement shall be limited to the greater of: (i) the total amount paid by the Customer in the six (6) months preceding the claim; or (ii) 2.500 EUR. WAN-connect shall in no event be liable for any indirect or consequential damage or losses of any kind (such as, without limitation, loss of profits, loss of use, loss of customers, damage to reputation, business interruption, loss of data, third party claims, etc.), regardless of the form of action (contractual or extra-contractual) or otherwise, even if it has been advised of the possibilities of such damage.

12.2   Nothing in this Agreement shall exclude or limit either party's liability for fraud or willful misconduct.

13.   Miscellaneous

13.1   **Force Majeure** – Neither Party shall be liable to the other for any delay in, or failure of, the performance of its obligations under this Agreement arising from Force Majeure. The Party affected by Force Majeure shall as soon as practicable send to the other a written notice setting out the circumstances of the event and its anticipated effect, and shall use all reasonable endeavors to minimize the effect of any such circumstances. If any delay or stoppage arising out of an event of Force Majeure continues for a continuous period of one (1) month, either Party may terminate this Agreement with immediate effect on giving written notice to the other, and neither Party shall be liable to the other for such termination.

13.2   **Waiver** – A failure or delay of any Party to enforce at any time any of the provisions hereof, or the failure to exercise any right which is provided therein or to require at any time performance of any of the provisions thereto, shall in no way be construed to be a waiver of such provisions of this Agreement by such Party in the event of a continuation or repetition of the circumstances which gave rise to such right.

13.3   **Enforceability** – Should any clause of this Agreement be found to be invalid or unenforceable, such clause (or part thereof) shall be deemed severed from this Agreement, and the other clauses thereof shall remain in full force and effect, as if this

Agreement had been executed without the offending clause appearing. In such a case, the Parties shall negotiate in good faith and on a commercially all reasonable efforts basis to agree alternative or amended valid, legal and enforceable clauses with the same economic effect as intended by the parties hereto.

13.4   **Assignment** – This Agreement is personal to the Customer and neither this Agreement nor any of the Customer's rights or obligations hereunder shall be assigned, sublicensed, sold or otherwise transferred by the Customer without the prior written consent of WAN-connect. WAN-connect reserves the right to assign all or part of this Agreement at any time to any Affiliate that can sufficiently execute the obligations under this Agreement, subject to providing the Customer a written notice of such assignment.

13.5   **Relationship of the Parties** – The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship.

13.6   **References** –WAN-connect may use at all times the Customer's name and logo on its website and in press releases, brochures, financial reports and other promotional materials in any media indicating that Customer is or was a customer of WAN-connect.

13.7   **Log files** – The Customer accepts the log files of the Access as legal proof of all transactions, visits and access requests with respect to the Access.

13.8   **Survival** – The clauses of this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement (in particular, without limitation, clauses 6.3, 6.6, 6.8 and 12.1), shall survive any termination or expiration hereof.

13.9   **Hierarchy** – In the event of any conflict or ambiguity between the clauses of the Order Form, these Terms and Conditions and the Annexes, the clauses of the Order Form shall prevail, provided they explicitly refer to the clauses of the Terms and Conditions or Annexes that are being replaced or amended. In the event of any conflict or ambiguity between the clauses of these Terms and Conditions and the Annexes, the clauses of these Terms and Conditions shall prevail.

13.10   **Governing law** – This Agreement and all respective rights and obligations of the Parties shall be governed by and shall be construed in accordance with the laws of Belgium (excluding its conflicts of laws rules). The Antwerp courts shall have exclusive jurisdiction to settle any such dispute, controversy or claim which may arise in connection with this Agreement.

Annex 1: Service Level Agreement for Access Services

Service Levels and Service Credits in general

1.1 During the term of the Agreement, WAN-connect shall use all commercially reasonable efforts to ensure that the Services are provided in accordance with the Service Levels set forth in this SLA.

1.2 In the event WAN-connect does not provide the Services in accordance with the applicable Service Levels ("**Service Failure**"), Customer will be eligible to receive credits ("**Service Credits**").

1.3 To properly claim a Service Credit due, the Customer must inform WAN-connect within five (5) days of the purported Service Failure and provide a full description of the interruption, including logs if applicable.

1.4 Credits will not apply if: (i) the Service Failure is caused by Force Majeure; (ii) the Service Failure results from any actions or inactions of the Customer or any third parties for which WAN-connect Connect cannot be held responsible; (iii) the Service Failure is caused by programming errors in Customer Software; (iv) the Service Failure is not reported within five (5) days; (v) the Service Failure results from scheduled maintenance; or (vi) Customer violates the Agreement.

1.5 In case (i) multiple Service Failures are triggered by the same event; or (ii) Service Credits are simultaneously due with respect to the same Access, only the Service Credit with the highest amount shall apply.

1.6 Unless if otherwise specified in this SLA, Service Levels and Service Credits are calculated per month.

1.7 Unless if otherwise specified in this SLA, Service Levels that are expressed as availability percentages, shall be calculated as follows:
$$A / (T-S) * 100$$
whereby

A = the actual availability, as measured by WAN-connect (expressed in minutes per month)

T = the total number of minutes in the month considered

S = the total amount of scheduled downtime, if any (expressed in minutes per month)

1.8 Unless if otherwise specified in this SLA, Service Credits for Service Levels that are expressed as availability percentages, shall be calculated as follows:
$$(L - P) = R$$
whereby

L = the agreed percentage of availability

P = the actual percentage of availability, calculated in accordance with clause 1.7 of this SLA (or any other applicable formula)

R = the deviation of the SLA for the affected Service

The following schedule is applicable with regard to the Service Credits:

1. R <= 0,5% entitles a Service Credit of 5% of the monthly fee

2. 0,5% < R <= 1,5% entitles a Service Credit of 10%

3. 1,5% < R <= 5% entitles a Service Credit of 15%

4. 5% < R <= 10% entitles a Service Credit of 25%

5. R > 10% entitles a Service Credit of 35%

1.9 The maximum total amount of Service Credits for any calendar month (for all Service Failures and for all Services rendered under the Agreement) shall not exceed 35% of the Qualifying Charges for the affected Service.

1.10 The Service Credits awarded to the Customer reflect the Customer's sole and exclusive remedy and qualify as liquidated damages.

2. Availability of the access services

2.1 **Definitions** – For the purposes of this Service Level, "available" means that the access can be accessed by the Customer, or does not fail to respond to user requests.

2.2 **Scheduled downtime** – Any downtime due to maintenance on the access or underlying infrastructure, which is reported at least 24h in advance.

2.3 **Service Level** – has been described in the offer:

2.4 **Service Credits** – The Service Credits shall be calculated in accordance with clause 1.8 of this SLA.

2.5 **Other provisions** – The Service Level and Service Credits shall apply to each Access separately, and the Qualifying Charges shall be calculated per Access.

Annex 2: Acceptable Use Policy

2.1. Access to the systems

WAN-connect preserves the right to have access to all the systems that are placed within its network without prior consent. This will only happen for checks and maintenance. When doing so WAN-connect will always act with due diligence and always treat the content of the customer's systems confidentially, unless a court order forces WAN-connect to other actions.

Upon request from the Customer and when it is deemed reasonable and proportionate, WAN-connect is prepared to sign a Non Disclosure Agreement (NDA) to further guarantee confidentiality.

2.2. Abuse of the service

Should WAN-connect receive reports of possible abuse with regard to the access and there are serious indications as to the validity of those reports, then WAN-connect has the right to shut down the access to the internet or WAN-connect network immediately and without prior warning. WAN-connect will always attempt to contact the customer before doing so, but not being able to contact the customer will not prevent this action from happening.

Examples of abuse are (not exhaustive):

- Sending out Spam, chain letters, junk mail and/or similar variations
- Attacking other systems (both within as outside WAN-connect Network)
- Hosting Phishing sites
- Hosting Copyrighted material without the owner's consent.
- Hosting (child) pornography
- Using the server in illegal practices
- Hosting malicious code
- …

All costs caused by the abuse of the access are to be recovered from the customer, unless in the case of force majeure (e.g. hacking).

The access will remain suspended until the customer takes action to cease the offending actions.

When the customer's network is under a network attack, WAN-connect preserves the right to block traffic to and from the customer's IPs on its border routers. This will only occur (by exception) when the attack threatens the stability of the WAN-connect Network and/or is causing troubles for other customers.

Annex 3: Privacy Statement

3.1. Guarantee of a lawful and safe process of personal data

Every customer can be assured that his personal data will be processed in a fair and lawfully manner. This means that the data will only be processed for the legitimate purposes that have been described above. WAN-connectguarantees moreover that such processing will always be sufficient, proportionate and not excessive.

WAN-connect can transfer your data to ActiveCampaign who can process this data in order to analyse your surfing behaviour resulting in personalised targeted messages. Therefore third party cookies can be installed. ActiveCampaign is registered on the Amrican Privacy Shield list and maintains an equal high privacy standard as in Europe.

We will never store your personal data any longer than strictly necessary. We will however keep an archive of your data as long as your account is active or as long as your personal data appears necessary to offer you a certain service.

WAN-connect has taken sufficient technical and organizational measures to guarantee a safe processing of your personal data. These measures are consistent with the nature of the personal data and proportional to the potential severity of the risk.

The risks of an accidental or unauthorized destruction, loss, alteration of or access to, and any other unauthorized processing of the data are reduced to a minimum. Sadly though, no risk can be completely removed. In case of breach of WAN-connect IT-system, we will immediately take all possible measures to limit the damages and/or thefts to a minimum.

3.2. Right to object

Each customer can oppose the processing of his personal data. This right to object exists only if there are sufficient legitimate and weighty grounds relating to his particular situation. The exceptions provided in article 5, (b) and (c) of the Privacy Act are also applicable to this right to object. The customer may at any time, free of charge and without further ado oppose the proposed processing of your personal data if those data were obtained for the purpose of direct marketing.

You are also entitled to obtain the removal and/or the ban on the use of all your personal data which have been obtained and which are incomplete or irrelevant, regarded from the view of the purpose of the processing. This is also applicable to any personal data of which the registration, disclosure, and retention are prohibited, or personal data preserved after expiry of the authorized period. This right can be used at any time, free of charge and without further justification.

The customer shall exercise his right through a signed, written request to WAN-connect, by registered letter to WAN-connect. WAN-connect undertakes the appropriate action following a request within fifteen (15) working days.

3.3. Right to access

Each customer who proves his identity has a right of access to all information regarding the processing of his personal data by WAN-connect, as defined in the Privacy Act. This includes information on the purposes of the processing, the categories of information processed and relate the categories of recipients to whom the data are provided. This Privacy Policy is a first indication.

The customer shall exercise his right through a signed, written request to WAN-connect, by registered letter to WAN-connect. WAN-connect undertakes the appropriate action following a request within fifteen (15) working days.

3.4. Right to correct

WAN-connect attaches a great importance to an accurate data collection. Inaccurate or incomplete personal data can therefore always be improved or even obliterated.

Because it is impossible for us to continuously be aware of any mistakes, incompleteness or falseness of your personal data, it is up to you as a customer to report inaccuracies or omissions and to perform the necessary adjustments regarding ones registration details.

If your personal actions seem not enough, feel free to contact us using a signed, written and registered request directed the address of WAN-connect. WAN-connect performs the necessary actions within fifteen (15) working days by making additions, correcting or deleting the personal data. The removal is mainly related to the visibility, so it is possible that the deleted personal data remains temporarily stored.