



Product Description

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INTICONet IP Transit

1 INTRODUCTION

INTICONet IP Transit is a broadband, carrier level quality Internet transit service.

It is used for peer-to-peer data transmission over INTICONet's cross-border IP Transit network as well as over the global Internet using public IP addresses.

INTICONet IP Transit specifically targets Internet service providers, application service providers, data network operators and content providers requiring high-quality broadband Internet connections to deliver Internet services to their customers.

INTICONet IP Transit allows for access bandwidth ranging from 10 Mbit/s up to 10,000 Mbit/s offering customers a flexible, outstanding and inexpensive Internet Transit service.

2 PRODUCT DESCRIPTION

The product INTICONet IP Transit enables the customer to transmit IP packets to and from the global Internet network. INTICONet submits IP packets between connected routers/hosts and provides transitions to other networks. The product covers all components required for this purpose.

INTICONet IP Transit includes the following features:

- _ Connection to the INTICONet IP Transit network
- _ BGP-4 or static routing
- _ IP-addresses (optional)
- _ Autonomous System registration (optional)
- _ Service Level Agreement (SLA)
- _ 24/7 Monitoring and Hotline
- _ Online reports and statistics, access via secured web-portal

2.1 INTICONet IP Transit network

The global INTICONet IP Transit network is defined via the Autonomous System (AS) 9031.

The AS 9031 contains all national and international PoPs and connections of INTICONet.

Detailed and up-to-date informations about INTICONet's peering relationships, please check

<http://www.ripe.net/perl/whois?AS9031> .

2.2 Technical specifications

INTICONet IP Transit especially supports the following Internet protocol specifications – given by the Internet Engineering Task Force (IETF):

- _ RFC 791 „Internet protocol specification“, September 1981
- _ RFC 950 „Internet standard subnetting procedure“, August 1985
- _ RFC 919 „Broadcasting Internet datagrams“, October 1984
- _ RFC 922 „Broadcasting Internet datagrams in the presence of subnets“, October 1984

Routing information are being exchanged via Border Gateway Protocol (BGP Version 4) according to the following IETF specifications:

- _ RFC 1771 „Border Gateway Protocol 4 (BGP-4)“, March 1995
- _ RFC 1965 „System confederations for BGP“, June 1996
- _ RFC 1997 „BGP communities attribute“, August 1996



2.3 Connection variants

The connection to the INTICONet IP Transit network takes place via direct access lines (permanent access via leased lines).

When service delivery takes place in a ColoCenter or DataCenter the connection is handled via a direct cabling.

2.3.1 Connection via leased line

Connecting a customer site via leased lines takes place via a dedicated transmission path provided by INTICONet. Normally, bandwidths of 10 Mbit/s to 1 Gbit/s may be used.

Access bandwidth

- _ 10 Mbit/s
- _ 34 Mbit/s
- _ 45 Mbit/s
- _ 100 Mbit/s
- _ 155 Mbit/s
- _ 622 Mbit/s
- _ 1 Gbit/s

2.4 Interfaces

The following interfaces are offered when available :

PDH interface 34 Mbit/s ; 45 Mbit/s

SDH interface STM-1 ; STM-4 ; STM-16 ; STM-64

Ethernet interface 10 Mbit/s ; 100 Mbit/s ; 1 Gbit/s ; 10 Gbit/s.

2.5 BGP-4 routing

For customers with their own autonomous system (AS), INTICONet supports the Border Gateway Protocol (BGP Version 4). INTICONet routes the data according to Internet standards given by the Internet Engineering Task Force (IETF).

BGP-4 routing enables customers for instance to use several connections to the Internet Transit network simultaneously („multi-homed“). Customers using just one Internet Transit service („singlehomed“) do not need BGP routing. For this kind of connection, a static route to the INTICONet IP network will be sufficient.

2.6 NIC services

The NIC (Network Information Center) services described below, are offered within the scope of the product INTICONet IP Transit.

2.6.1 IP address space

INTICONet provides the customer with official registered address space according to his needs and in consideration of current allocation principles. INTICONet forwards and handles the request of the customer (based on his network plan) to the RIPE (Réseaux IP Européens). In case of contract expiration, PA (Provider Aggregate) address space provided by INTICONet can not be used by the customer any further. The utilization through INTICONet within a time frame of 8 weeks after the expiration of the contract has to be enabled by the customer.



2.6.2 AS registration

If desired, INTICONet requests an AS (Autonomous System) at RIPE for the customer regarding the current guidelines. Further administration of the AS and especially the maintenance of the RIPE database is not part of this service and has to be taken care of by the customer himself. A membership at RIPE however, which would cause additional costs, is not necessary according to the current guidelines.

3 TARIFF MODELS

The following tariff model is available for the product INTICONet IP Transit.

3.1 Flat Rate

With the flat rate tariff model, INTICONet calculates a fixed monthly rate of total bandwidth available for the customer. For the customer this means safe calculation regarding the monthly total costs.

3.2 Burstable

With the burstable tariff model, INTICONet measures/samples the bandwidth usage every 5 minutes from its equipments and record it in a log file. At the end of the month, the samples are sorted from highest to lowest, and the top 5% (which equal to approximately 36 hours of a 30-day billing cycle) of data is thrown away.

The next highest measurement becomes the 'billable utilization' for the month.

3.3 Local access line

In case that the service delivery takes place at customer's location the required local access line will be charged independent of usage. INTICONet calculates a fixed monthly rate of total access bandwidth.

4 SERVICE LEVEL

For INTICONet IP Transit a service level agreement is being offered covering a minimum service availability, limited packet loss rates and determined service provision times.

4.1 Service level of INTICONet IP Transit

The Internet service availability is defined as the proportion between the time the Internet service is available and the total time of the observation period whereby the Internet service is deemed available if all of the following conditions are valid:

_ the IP-access port by which the service is provided to the customer replies to according requests (e.g. ping or SNMP requests) from the INTICONet network management center using the IP Transit network for transport,

_ the average packet loss rate within the INTICONet's IP Transit network does not exceed 1%.

The availability shall be calculated for each calendar month the service has been delivered on all of its days. INTICONet offers the following Internet service availability:

Service Level Availability

Premium : 99.90 %

Pro : 99.00 % (POP connected to only one other POP).

4.2 Service level of local access line

In case that the service delivery takes place at the customer premise or another location determined by the customer and the required local access line is provisioned by INTICONet the following service level options are availability:



Service Level Availability

Premium	: 99.90 %
Pro	: 99.00 %
Standard	: 98.00 %
Basic	: 95.00 %

The availability of the local access line will be calculated over a period of time of one operational year from the date of service provision. The availability is defined as the proportion between the time the local access line is available and the total time of the observation period.

4.3 Network quality parameter

The network quality parameter (packet loss rate) will be continually measured and averaged over a monthly measurement interval.

Measuring of the quality parameter takes place within the INTICONet IP Transit network. Thereby the IP network comprises all routers operated by INTICONet as well as all connections between these routers. Excluded thereof are routers operated at the customer site since INTICONet cannot rule out a capacity overload and therewith packet loss.

4.3.1 Maximum packet loss rate

The maximum packet loss rate describes the quality of the INTICONet IP Transit network regarding the packet loss rate along the way. The packet loss rate is defined as proportion between the difference of transmitted and received IP packets to the total number of transmitted IP packets belonging to the same data stream. The packet loss rate is calculated as average over an observation period of one calendar month.

5 NETWORK & SERVICE OPERATION

5.1 Network monitoring

INTICONet's network is actively monitored and controlled on a 24x365 basis from our network management center. In case INTICONet detects a malfunction it will inform the customer even if there is no notification on part of the customer.

5.2 Hotline

INTICONet's customer hotline is open around the clock, 365 days a year. The customer will receive the hotline telephone number before provision of services. INTICONet confirms incoming fault reports normally within 30 minutes and will inform the customer on the actual state of fault clearance generally within 2 hours.

5.3 Scheduled works

INTICONet notifies the customer at least 1 (working) day in advance on scheduled works which might influence or disturb the services of the customer. Scheduled works are generally carried out between 1 and 5 a.m, local time.



6 DELIVERY OF SERVICE

The delivery of INTICONet IP Transit will be effected at the INTICONet network termination point specified in the contract. The delivery point will normally be realized via a distributor panel provided by INTICONet. Where to install these distributor panels will be described in the following paragraphs. Connecting (e.g. by means of inhouse-cabling) from the INTICONet termination point to the customer's equipment is not part of the IP Transit.

6.1 Delivery of service at a customer's site

The delivery of service is effected at the network termination point provided by INTICONet. The network termination point is installed directly behind the house lead-in by INTICONet. The cabling from the house lead-in to the network termination point is already included in the price of a local access line when

- _ length of the cable is not longer than 50 m,
- _ the cabling can be done with standard tools and without constructional changes.

Any additional cabling work will be charged on a cost basis.

6.2 Delivery of service within DataCenter

In data center where INTICONet has it's own Co-Location area, the delivery of service is effected within the INTICONet cabinet in the INTICONet Co-Location area.

In some cases special rules of the data center operator exist regarding cabling within the data center. For such cases, separate agreements have to be made to fulfil the respective regulations of the Data Center operator.



7 ABBREVIATIONS

AS	Autonomous System
ATM	Asynchronous Transfer Mode
BGP-4	Border Gateway Protocol Version 4
BNC	Bayonet Nut Connector
CECC	CENELEC Electronic Components Committee
CENELEC	Comité Européen de Normalisation Electrotechnique
DCN	Data Communication Network
DLCI	Data Link Circuit Identifier
DNS	Domain Name System
DWDM	Dense Wavelength Division Multiplexing
HDLC	High Level Data Link Control
IEC	International Electrotechnical Commission
IETF	Internet Engineering Task Force
IP	Internet Protocol
ISP	Internet Service Provider
ITU-T	International Telecommunications Union
IX	Internet Exchange
MMF	Multi Mode Fibre
MPLS	Multi-Protocol Label Switching
NIC	Network Information Center
PA	Provider Aggregate
PoP	Point-of-Presence
PPP	Point to Point Protocol
RFC	Request for Comments
RIPE	Réseaux IP Européens
SDH	Synchronous Digital Hierarchy
SDSL	Symmetric Digital Subscriber Line
SLA	Service Level Agreement
SMF	Single Mode Fibre
SMIR	Single-mode, intermediate reach
TSR	Time for Service restoration
VCI	Virtual Channel Identifier
VPI	Virtual Path Identifier
VLAN	Virtual Local Area Network



C. Service Level Agreement

1 Area of Validity

This Service Level Agreement applies to the product INTICONet IP Transit (the “Service”) as specified in the respective Product Description.

2 General Provisions

1. INTICONet will allow credits to the Customer if the following properties of the Service are not met:
 - agreed deadline for service provision,
 - the minimum availability of Internet Transit specified for the agreed Service Level, the minimum availability of the local access link specified for the agreed Service Level,
 - the specified maximum average packet loss rate,

Exempted hereof are cases which are due to

- force majeure,
- faults on the part of the Customer or his employees or subcontractors,
- inevitable service derogations as a result of service changes either requested by the Customer or due to compulsory changes on account of legal and/or regulatory framework conditions,
- planned works by INTICONet.

2. The total amount of credits granted to the Customer by INTICONet for the reasons stated is limited to four months charges of the fixed monthly charge of the concerned Service per operational year.

3 Date of Service Provision

1. If INTICONet is in default providing the Service, INTICONet will allow the Customer a credit amounting to 2% of the installation fee for each commenced day until the Service is provided.
2. The amount of this credit is limited to the stipulated installation fee.

4 Availability of Internet Transit

1. The availability of the Internet Transit and the measurement of this service property is defined in the Product Description of INTICONet IP Transit.
2. If INTICONet fails to meet the minimum availability as specified for the agreed Service Level, INTICONet grants credits to the Customer as follows.



4.1 Service Level Premium

The minimum availability of the Internet Transit as specified in the Product Description of INTICONet IP Transit for the Service Level Premium is 99.90%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 99.90 % to 99.50 %	5,00 %
< 99.50 % to 99.00 %	10,00 %
< 99.00 % to 98.50 %	25,00 %
< 98.50 % to 98.00 %	50,00 %
< 98.00 %	75,00 %

4.2 Service Level Pro

The minimum availability of the Internet Transit as specified in the Product Description of INTICONet IP Transit for the Service Level Pro is 99.00%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 99.00 % to 98.50 %	5,00 %
< 98.50 % to 98.00 %	10,00 %
< 98.00 % to 97.00 %	25,00 %
< 97.00 % to 95.00 %	50,00 %
< 95.00 %	75,00 %

5 Availability of the Local Access Link

1. The availability of the local access link and the measurement of this service property is defined in the Product Description of INTICONet IP Transit.

2. If INTICONet fails to meet the minimum availability of the local access link as specified for the agreed Service Level, INTICONet grants credits to the Customer as follows.

5.1 Service Level Premium

The minimum availability of the Local access link as specified in the Product Description of INTICONet IP Transit for the Service Level Premium is 99.90%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 99.90 % to 99.50 %	5,00 %
< 99.50 % to 99.00 %	10,00 %
< 99.00 % to 98.50 %	25,00 %
< 98.50 % to 98.00 %	50,00 %
< 98.00 %	75,00 %



5.2 Service Level Pro

The minimum availability of the Local access link as specified in the Product Description of INTICONet IP Transit for the Service Level Premium is 99.00%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 99.00 % to 98.50 %	5,00 %
< 98.50 % to 98.00 %	10,00 %
< 98.00 % to 97.00 %	25,00 %
< 97.00 % to 95.00 %	50,00 %
< 95.00 %	75,00 %

5.3 Service Level Standard

The minimum availability of the Local access link as specified in the Product Description of INTICONet IP Transit for the Service Level Premium is 98.00%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 98.00 % to 97.00 %	10,00 %
< 97.00 % to 95.00 %	25,00 %
< 95,00 %	50,00 %

5.4 Service Level Basic

The minimum availability of the Local access link as specified in the Product Description of INTICONet IP Transit for the Service Level Premium is 95.00%.

If INTICONet fails to meet this minimum availability INTICONet grants credits to the Customer as follows.

Availability	Credit
< 95.00 % to 90.00 %	10,00 %
< 90.00 %	25,00 %

6 Average Packet Loss Rate

1. The average packet loss rate and the measurement of this service property is defined in the Product Description of INTICONet IP Transit.

2. In case INTICONet exceeds the maximum average packet loss rate of 0.1 % for a period of one calendar month, INTICONet allows the Customer a credit of 5 % of the monthly fixed charges for the concerned Service.



INTICONET GENERAL TERMS AND CONDITIONS

Article 1. Definitions

- "Contract" shall mean the contractual relationship between the Customer and Inticonet, which shall be governed by the following documents, namely
 1. the specific Service conditions,
 2. the present General Terms and Conditions,
 3. the acceptable normal conditions.
- "Connection" shall mean a telephone, cable, wireless or other connection that enables the use of the Service.
- "Service" shall mean all services provided by Inticonet for which the Customer shall have concluded a contract with Inticonet.
- "Customer" shall mean the person or corporation with whom/which the Contract has been concluded.
- "Parties" shall mean Inticonet and the Customer

Article 2: Contractual relationship

1. The contractual relationship between Inticonet and the Customer in the context of the Service shall be governed solely by the following documents, which shall rank in the order of precedence set out below, namely

1. the specific Service conditions,
2. the General Terms and Conditions,
3. the acceptable normal conditions,

unless otherwise expressly agreed in writing between the parties.

Every element shall form an integral part of the Contract. All clauses of the present General Terms and Conditions shall accordingly apply, unless otherwise stated in the specific Service conditions.

2. Provisions included in the Customer's documents, which do not conform to the provisions of the Contract, shall not be applicable.

The Customer hereby expressly acknowledges that his own General Terms and Conditions shall not apply to the Contract between the Parties.

Modifications of or additions to the Contract shall only apply with the express written consent of Inticonet, whilst technical information in the form of catalogues, booklets, graphs, illustrations and the like, shall be destined only to give a general impression of Inticonet products and Services and shall not place any constraint on Inticonet.

3. The non-enforcement by Inticonet of one of its rights or of a part thereof laid down in the Contract, shall not in any circumstances be deemed to imply a waiver of the right in question or a part thereof.

4. If it shall transpire that a provision of the Contract is invalid or non-enforceable, the remaining provisions shall remain in force. The invalid or non-enforceable provision shall be re-interpreted in such a way as to render it valid and enforceable and shall approach as closely as possible the economic scope and objective of the invalid or non-enforceable provision.

Article 3: Prices – conditions of payment

1. Prices quoted prior to the conclusion of the Contract shall only be valid for the period indicated or, if no period has been specified, for a maximum term of thirty (30) days from the date of the quotation.

2. Prices applicable to the Service shall be quoted in EUR. All invoices and other documents relating to the debt owed to Inticonet shall be drawn up in EURO and shall be payable by the Customer in that currency.

3. Unless otherwise stated, the prices appearing in the price list or in other contractual documents shall be understood to exclude VAT and shall always be subject to modification due to changes in the rate of VAT and/or other (sales) taxes, of charges and dues of whatever kind, which may be imposed during the performance of the Contract and which shall be passed on to the Customer, including any legal recycling fee payable to RECUPEL.

4. The obligation to pay shall take effect on the date the Contract enters into force. The Customer shall make payment in good time by bank transfer or by credit card, or shall at the request of Inticonet authorise payment by standing payment order.

In the absence of any stricter conditions under the specific conditions of service, all sums shall be payable within thirty (30) calendar days from the date of the invoice, of the statement of account, or of any other document relating to the debt owed to Inticonet, all payments being made according to the provisions of the Contract. Payment shall be deemed to have been made when the sum has been credited to Inticonet's account, the details of which shall be communicated.

The payment shall be exempt from any withholding or abatement and any bank and other charges linked to the collection of the invoiced sums by Inticonet, shall also be for the account of the Customer. In the case of Customers not being the consumers, the payment shall be free of any offset.

5. Every invoice or other debt remaining unpaid on the due date shall legally be increased without prior notice, by the following costs, namely

- on the 2nd reminder by €7,50;
- on the 3rd reminder/summons to pay by €15;
- if a file shall be passed on for collection by a minimum of €61,97 as a flat rate indemnity, conventional and irreducible, subject to the right of Inticonet to demand additional indemnity for any real prejudice caused, including all and any costs and expenses incurred on recovering the sums in question.

6. Invoices or copies of statements of account shall validly be sent by Inticonet to the address given by the Customer at the beginning of the relationship. In the absence of a complaint sent by registered letter to the domicile of Inticonet within 10 working days of the dispatch of the invoice, a copy of the statement of account or of any other document relating to the sums payable, the Customer shall be deemed to have accepted the indebtedness irrevocably and unconditionally and that the amount stated is correct. The Customer hereby undertakes to inform Inticonet without delay of any change of address and of any change of bank.

7. The Customer hereby acknowledges that he shall not be entitled to retain equipment

- belonging to Inticonet or its suppliers
- or
- to offset sums still due for payment as a result of other agreements between Inticonet or its suppliers and the Customer.

In the event of the said equipment being seized by a third party, the Customer shall inform Inticonet without delay at his expense and shall do everything possible to prevent the said seizure. The Customer shall inform the process server, also at his expense that the equipment belongs to Inticonet, or to its supplier.

8. In the event of a dispute concerning the quantities taken into account in arriving at the price, Inticonet's data, dimensions and means of calculation shall provide decisive proof pending the Customer's proof to the contrary.

Article 4: Guarantees

Inticonet hereby reserves the right to demand guarantees from the Customer not exceeding 20% of the value of the Contract, following payment delay or payment incident, or if the value of the Contract shall justify it, or if information provided by the Customer shall be incomplete, or if control carried out on the said information shall justify it.



"Value of the Contract" shall mean the total sum due by the Customer to Inticonet under the terms of the Contract, or which shall be payable during a period of 12 consecutive months in the case of normal performance of the Contract.

Article 5: Liability

1. Inticonet, plus its employees, agents, sub-contractors and suppliers, shall comply with the obligations devolving on it under the terms of the Contract to the best of its ability and as can reasonably be expected from a provider of telecommunication Services. Except in the event of a serious error, Inticonet shall not be liable for any direct or indirect prejudice sustained by the Customer such as loss of customers or of turnover, the consequences of abortive searches, or of the loss of data due to the fact of the Service not functioning, or of not functioning correctly.

2. Generally speaking, Inticonet shall not be liable for the installation, use, functioning and maintenance of telecommunication equipment needed for the Service, such as telephone connections, information-processing equipment and the associated software.

3. In no wise shall Inticonet, its employees, agents, sub-contractors and suppliers be held liable, in particular, for

- the selection, the use and the results obtained by the Customer in the context of the Service and the fact that the Service does not meet the objectives set by the Customer;
- the poor functioning or the absence of functioning of the Service, technical problems or breakdowns and breakdowns of the network, as well as any prejudice which may be the direct or indirect consequence thereof;
- the lapse of time between the moment when the Service shall be requested and the moment when it shall be provided, or the moment of its effective Connection, its late Connection, or the refusal of a request for Service;
- the costs, indemnities or damage occasioned by the fact that the Customer shall not have complied with his obligations under the Contract;
- the content of information transmitted by the Customer via the Service to third parties and vice versa, as well as the nature or the properties of data transmitted via the Connection or the network;
- a breach by the Customer of legal provisions, in particular as regards the protection of privacy or the communication and the dissemination of data as a result of the use of the Service by the Customer, of any network and of any equipment relating to the Service;
- any possible prejudice relating to information, computer files or data, which may result from the use of the Service by the Customer, the Network and the equipment associated with the Service;
- any abuse or fraudulent use of the Service by the Customer;
- any indirect or consequential prejudice, any direct or indirect loss of turnover, of profits or commission, even if Inticonet shall have been advised of the possibility of such prejudice.

The Customer shall safeguard Inticonet from the consequences of any costs, indemnities, damages, requests, costs or procedures resulting from legal actions instituted by third parties concerning the activities of the Customer.

4. The Customer hereby accepts that Inticonet shall not be liable for any direct or indirect prejudice due to data transmitted via the Connection, since Inticonet is unable to exercise any control on the nature, the content or the protection of the said data.

5. The Customer shall be liable for any prejudice caused directly or indirectly by the use made by third parties of the Service via its Connection.

6. In all cases where Inticonet shall be liable to the Customer on the basis of the Contract, the total liability of



Inticonet shall be limited to the lowest of the sums set out below, namely

- 2500 EUR
- fifty percent (50 %) of the total of payments made under the terms of the Contract by the Customer to Inticonet during the period of twelve (12) months preceding the loss or damage which triggered the liability of Inticonet.

7. Complaints or disputes relating to equipment supplied, or to Services provided by Inticonet, shall be sent by registered letter within 10 working days following the delivery of equipment, or within 10 working days of provision of Services, sent to the domicile of Inticonet. In the absence of any protest, the Customer shall be deemed to have irrevocably and unconditionally accepted the equipment supplied, or the Services provided. Any prejudice sustained by the Customer and not reported to Inticonet within this space of time shall not be able to be compensated, unless the Customer shall prove that he was unable to report the prejudice earlier.

Article 6: Event of *force majeure*

1. Neither party can be held liable for any prejudice sustained by the other party, if the said other party did not comply with its undertakings under the Contract, with the exception of undertakings to pay a sum of money, following an event of *force majeure*.

2. Similar to events of *force majeure*, shall be deemed to be unforeseen circumstances, which shall prevent the implementation of the Contract, or which shall render the implementation difficult and/or disproportionately costly, to a point where one could not reasonably demand that the other party should rigorously observe the terms of the Contract. Events of *force majeure* shall include, but shall not be limited to, strikes, lockouts, epidemics, breach of contract or shortages at Inticonet suppliers, natural disasters or government restrictions.

Article 7: Transfer - sub-contracting

1. The Customer shall not be able to transfer, either wholly or partially, his rights and obligations under the present Contract to third parties without the express prior written consent of Inticonet.

2. Inticonet hereby reserves the right to transfer its rights and obligations under the Contract to third parties, having previously informed the Customer.

3. Inticonet hereby reserves the right of engaging the services of one or more sub-contractors for the total or partial performance of the Contract, without however waiving its contractual obligations to the Customer.

Article 8: Serious disregard of obligations

If the Customer shall, *inter alia*, neglect to make any due payment, or to observe any other contractual obligation

- if the guarantees according to article 4 above shall not have been deposited by the date laid down by Inticonet,
- if the Customer shall have become bankrupt, shall have suspended payments, or if his credit standing shall have become impaired,
- if the Customer's company shall have been put into liquidation, or shall have been dissolved,
- if the Customer shall have become insolvent,
- if the Customer shall have asked one or more of his creditors for extra time to pay,
- if all or a part of the Customer's assets shall have been seized at the request of a creditor, or if other steps of attachment of the Customer's assets have been adopted,
- if there shall exist proof or strong evidence of fraud having been committed by the Customer,
- if the Customer's costs of consumption shall have risen to an unusual extent,



- if the government or a Court shall have issued orders or injunctions,
- if the Customer shall refuse to furnish information requested or if he shall have furnished inaccurate and/or false information, Inticonet shall be entitled to terminate the Contract without further notice or formality and without prejudice to its right to claim damages.

Article 9: Suspension

In application of the exception of *non adimpletu contractus* (non-fulfilment of contract), Inticonet shall be entitled to suspend the Service and/or to limit its use if the Customer shall have ceased to observe any of his obligations to Inticonet, or shall act in disregard of the terms of the present Contract. Inticonet shall previously inform the Customer thereof, unless Inticonet shall not be able to be reasonably expected to do so. The Service can then be restored if the Customer resumes the observance of his obligations within a time limit set by Inticonet and shall have paid the sum due in respect of the restoration of the Service.

Article 10: Modifications

The on-line conditions shall take precedence over their printed version. Inticonet shall be entitled to modify the specifications, the conditions and/or the tariffs of the Contract and/or of the Service, without any step other than that of effecting the modification of the on-line conditions. The modifications shall likewise apply retroactively to Contracts, which have already been concluded. The modifications shall be notified in writing (by post or by e-mail) no later than fifteen (15) days prior to their entry into force. The Customer, who shall not accept the new conditions and/or the new tariffs, shall have to terminate the Contract by registered letter no later than eight (8) days preceding the entry into force of the said modifications. His Contract shall then become extinct from the date of entry into force of the said modifications, subject to the payment of any sums owed and of the contractual charges *pro rata temporis*.

Article 11: Protection of privacy

Communications or correspondence relating to the Service or to the Contract concluded by the Customer shall take place solely between Inticonet and the Customer. The Customer hereby authorises Inticonet to process the data of his Contract, as well as his personal data and the data disclosed by the use of the Service in a computerised file, for the purposes of internal organisation and administration, of customer management, of mailings, of user profiles, of promotion and of market studies. The said file shall be the property of Inticonet domiciled at Avenue Louise 149 b24, 1050 Ixelles, and shall be declared to the Commission for the Protection of Privacy. In accordance with the law relating to the protection of privacy and of personal data, the Customer shall have a right of access to his personal data and subject to identifying himself he shall be able to obtain, free of charge, a written communication of personal data concerning him and if necessary, to secure the correction of inaccurate, incomplete or irrelevant data by submitting a written dated and signed request to that effect. The Customer shall moreover be entitled to object without payment to the processing of his personal data for purposes of direct marketing and to request the deletion of his personal data from the file.

Article 12: Confidentiality – intellectual property rights

1. Inticonet hereby grants to the Customer a personal, non-transferable and non-exclusive licence enabling him to use during the currency of the agreement, all software provided if necessary by Inticonet and associated documentation, in the context of the Service. Inticonet and any of its licensors shall retain at all times all property rights to the software, the documentation and the supports on which the software shall be provided, including all related intellectual and industrial property rights.
2. The Customer shall be prohibited from reproducing the Software and the associated user documentation



for purposes other than normal backup. When making backup copies, the Customer shall refrain from modifying any indication of ownership or provenance therein.

3. The Customer shall be prohibited from making or arranging the making of any modifications or additions to the software. The Customer shall moreover refrain from disclosing all or a part of the software in any form to third parties.

4. The Customer shall use the information able to be consulted via the Inticonet Service, solely for his personal purposes and shall refrain from reproducing, processing or publishing the said information in any form or manner, without the prior authorisation of Inticonet.

5. In using the software, the Customer hereby accepts the specific conditions of related licences.

6. In the event of rescission of the Contract for whatever reason, the Customer shall return to Inticonet at the first request of the latter, the software, the documentation and the supports on which the software had been provided. He shall not make any copies thereof.

Article 13: Inadmissibility – applicable law – competent courts

1. Any legal action relating to the performance or the interpretation of the present Contract, shall be instituted by the Customer on pain of inadmissibility, within two (2) years from the emergence of the cause of the action.

2. The present Contract shall be governed by Belgian law. Any dispute concerning the interpretation or the performance of the Contract, shall be presented to the Courts of the place of registration of Inticonet, to the exclusion of any other Courts.