

EVOLVE

THE CLOUD STRATEGY COMPANY™

Evolve IP – General Terms and Conditions

PROPRIETARY AND CONFIDENTIAL
VERSION 1.1

September 28, 2018

1. Applicability

1.1 These General Terms and Conditions (hereinafter: the “GTC”) are applicable to all Agreements that concern Evolve IP Europe services.

2. Definitions

In these GTC will be understood under:

- 2.1 Defect: each case of non-compliance of the Service according to the specifications or service levels as described in the Agreement.
- 2.2 Service: all activities to be executed by or in the name of Evolve IP Europe as described in the Agreement, Exhibits and/or SLA.
- 2.3 Service Level Agreement (SLA): the Exhibit to the Agreement that describes the relevant service levels.
- 2.4 Telecom Operator: provider of a public telecommunication service that commits towards Evolve IP Europe to make the services accessible.
- 2.5 Information services code: the Code Telephonic Information Services, composed by the Stichting Onafhankelijke Code Information Services (www.stichtingoci.nl) or another institution acknowledged by the Minister van Verkeer en Waterstaat, with rules for the increasing of the recognisability and reliability of Information Numbers and of services offered via those numbers.
- 2.6 SMS Code of Conduct: Code of Conduct that has been agreed between market parties with as a purpose the safeguarding of legal surety and transparency for end users in the market for SMS-services (www.smsgedragscode.nl).
- 2.7 E-mail Code of Conduct: Code regarding distributing of advertising via e-mail, composed by the Stichting Reclame Code (www.reclamecode.nl), with rules regarding sending e-mail campaigns.
- 2.8 Information Service: a service provided by Client to consumers and/or organisations that is accessible via an Information Number, Geographic Number or Corporate Number.
- 2.9 Information Number: an 8 or 11 digit number from the number series 0800, 0900 or 0909 that can only be called from the Netherlands.
- 2.10 Corporate Number: a 10 digit number from the number series 088.
- 2.11 Geographic Number: a 10 digit number of which the first 3 or 4 digits indicate a certain region.
- 2.12 Commitment: the minimal monthly purchase of a functionality that is part is of the Service.

3. Delivery

- 3.1 The moment on which the Service is made available to the Client is regarded as the moment of Delivery of the Service.
- 3.2 If upon request of Client changes are introduced in the specifications during an implementation trajectory or if Client does not comply with the responsibilities that derive from the planning, then the planning shall be revised. In the latter case the originally planned date for operationalisation shall be regarded as moment of delivery and start invoicing. If the change of the specifications has Extra Work/Extra costs as referred to in article 4.3 as a consequence, then the Client shall pay the related compensation for that.
- 3.3 Upon request, before Delivery, the Service can be temporarily made available on a test number so that the Service can be configured by Client.
- 3.4 Delivery times only apply by approximation and do not bind Evolve IP Europe. Evolve IP Europe shall make an effort to the best of its abilities to comply with these terms.

- 3.5 The Service is deemed as accepted either (i) no later than 10 days after Delivery or (ii) as soon as the Service has been taken into use operationally.
- 3.6 The Agreement does not purport to any assignment of intellectual property rights.

4. Rates

- 4.1 All rates are exclusive of VAT and other taxes levied by the government and are stated in Euro (EUR).
- 4.2 Evolve IP Europe is authorised to modify the rates periodically on the basis of the price developments in the market or if it can demonstrate that its cost prices have increased, for instance as a consequence of changed laws and regulations. Evolve IP Europe shall notify Client, where possible, each time timely of the modifications. If a price modification to be introduced by Evolve IP Europe has an increase of more than 10% as a consequence, then Client has the right to terminate the Agreement within 14 days after announcement of the price increase. If the Client, not within the term of 14 days, has given notification to wish to terminate an Agreement, then Client is deemed to have agreed with the price change.
- 4.3 Extra Work/Extra costs – if Evolve IP Europe for the benefit of Client must execute activities, on whichever basis, that are not recorded in writing in a Agreement, or costs have emerged because the Client in any way has come into default and because of it execution of the Agreement is made impossible or burdened, then these activities/costs will be regarded as Extra Work and will be brought into account extra as such against the then current rates.
- 4.4 Minute rates are calculated in seconds.
- 4.5 For traffic to 0800 Information Numbers from mobile phones and public phone booths a surcharge is calculated. Upon request of Client these calls can be blocked.
- 4.6 For traffic that comes in via an Information Number and that is rerouted to a mobile phone or an international number a surcharge is calculated.

5. Numbers

- 5.1 For the benefit of the Service by Evolve IP Europe to Client one or several numbers and/or e-mail addresses and/or internet domain names and/or IP addresses and possibly related passwords and/or access codes can be allocated, except for the regulations by law concerning number portability. Unless explicitly agreed otherwise, Evolve IP Europe remains owner of these numbers, addresses and data.
- 5.2 Evolve IP Europe reserves the right to change or withdraw a number/Email address/domain name/password/access code. In that case Evolve IP Europe strives to give as soon as possible notification thereof to End-Customer and if possible to apply a transition term.
- 5.3 Evolve IP Europe is not liable for damage that Client suffers as a consequence of changes in the (inter)national number plan, or other laws or regulations because of which undisturbed use of the numbers provided to the contractor and so forth is not possible.

6. Payment

- 6.1 The Client pays all invoices within 30 days after the date of the invoice in accordance with the directions on the invoices, without discount, set-off or counter claims and free of other costs.
- 6.2 In case of too late payment Evolve IP Europe is authorised to bring into account next to the interest by law a contractual interest of 1% per month over the amount of the delayed payment for the period of the delay. The Client compensates Evolve IP Europe for all out-of-court costs that have been made by Evolve IP Europe to collect the amount of the delayed payment.
- 6.3 The Client waives any right on set-off of amounts due from either side.
- 6.4 Of the non-recurring charges 50% will be brought into account upon order and 50% upon delivery, with the exception of devices, which will be brought into account upon delivery on location of Client, or location of Evolve IP Europe if these need to be configured in advance. Licenses and management costs will be brought into account in advance monthly. If Client in a month uses more than the agreed Commitment then this will be calculated subsequently. Traffic costs will be charged monthly in arrears.
- 6.5 Fees that derive from the application of an Information Number from the 0900 or 0909 series will be paid by Evolve IP Europe within 30 days to Client, after this fee has been received by Evolve IP Europe from the Telecom Operator. If the concerned Telecom Operator – for whichever reason - omits to deposit this fee, then Client has, irrespective of the reason of that omission, no claim whatsoever towards Evolve IP Europe. Evolve IP Europe has the right to set-off the fees destined for the Client from the Telecom Operator with what the Client still is due to Evolve IP Europe.
- 6.6 Evolve IP Europe has the right to suspend obligations on the basis of an Agreement concluded with the Client, to dissolve it or to set additional terms and conditions if the payment behaviour or the financial position of Client gives cause to that according to Evolve IP Europe.

7. Obligations of Client

- 7.1 The Client shall not use the Service in any manner that is in violation with the law or government regulations, the Telecommunication law, the SMS Code of Conduct, the E-mail Code of Conduct or the Information services code.
- 7.2 The Client shall refrain from all actions that in any manner cause damage to, disrupt or impede the networks and services of Evolve IP Europe (inclusive of the Service).
- 7.3 If Client, as a consequence of his conduct of enterprise, expects an excessive increase or peak charge in the use of the Service that can lead to an excess demand of the services of Evolve IP Europe or the public telecommunication network, then Client must notify Evolve IP Europe at least (one) 1 month in advance. Evolve IP Europe shall after this notification advise Client about the question whether and if so the manner in which the conduct of enterprise with peak demand can take place. The advices provided in that regard by Evolve IP Europe are binding for both Parties.
- 7.4 The Client compensates to or safeguards Evolve IP Europe from all damage and costs as a consequence of violation of the obligations referred to under 7.1 to 7.3. Evolve IP Europe can in case of violation of the obligations in article 7.1 up to and including 7.3, independently and without consultation with Client modify the Service (whether or not temporarily) so that the violation comes to an end. In addition Evolve IP Europe retains the right in case of violation of the obligations referred to in article 7.1 to 7.3 to dissolve an Agreement or to

suspend its obligations from an Agreement, without that Client thereby shall be acquitted from its (payment) obligations.

- 7.5 The access codes provided by Evolve IP Europe for the benefit of the access to the Service remain property of Evolve IP Europe and will be treated as strictly confidential; Client is fully responsible for each illegitimate use hereof and shall notify Evolve IP Europe immediately of any illegitimate use, loss or theft. The (design of the) Service whereto with the access codes of Client access has been obtained, are deemed to have been authorised by Client and Evolve IP Europe is not responsible for damage or costs of Client that are the consequence of access to the Service with the aid of the access codes provided to Client.
- 7.6 Client shall upgrade, to a maximum of 4 times per calendar year, upon request of Evolve IP Europe, possible desktop software or modify settings. Evolve IP Europe shall announce a request to modification of 2 weeks in advance and set a term within which the modifications must be realised. Client shall execute the modifications within the set term and inform Evolve IP Europe as soon as the modifications have been executed.
- 7.7 Client shall upon first request of Evolve IP Europe provide all necessary cooperation to enable Evolve IP Europe to comply with its obligation from the Agreement correctly and timely.

8. Confidentiality

- 8.1 Parties oblige not to make product, market, personal and company data that concern the other Party known to third parties, unless this information – without that this is caused because the present obligation to confidentiality has been violated – is generally known. Parties shall use this information solely for the execution of this Agreement.

9. Personal and traffic data

- 9.1 Evolve IP Europe collects no more personal or traffic data from the Client than is necessary for the delivery of the services and its conduct of enterprise. The collected data will only be used in accordance with current stipulations in the law and for the purposes as stated by the College Bescherming Personal data in The Hague. Client gives permission to process his data and to use these for the benefit of the client databases that Evolve IP Europe creates in the framework of its services and invoicing.
- 9.2 The processing of personal data has as objective:
- the offering and execution of Services;
 - activities aimed at a responsible conduct of enterprise, such as security, risk limitation and integrity research, also for the prevention of fraud and abuse;
 - financial administration and the invoicing process including among others: collection, complaint processing and the provision of data to third parties for the benefit of the collection of claims;
 - the management, extension and optimisation of the customer file, possibly with the aid of (direct) marketing activities by third parties;
 - the development, extension and improvement of the services and products of Evolve IP Europe, also by the informing of customers and with the aid of (direct) marketing activities and market research;
 - the compliance with lawful obligations, such as the provision of information to competent authorities in the framework of criminal prosecution or in the interest of the security of the State;
 - training and education of the own personnel; and
 - Network management.

Personal data will be kept no longer than necessary for the conduct of enterprise or mandatory by regulations by law or competent authorities.

- 9.3 Evolve IP Europe will arrange for security of personal data by taking measures of an organisational and technical nature.
- 9.4 Evolve IP Europe processes the personal data possibly originating from a Client of third parties solely as processor in the sense of the Dutch Law “Wet Bescherming Persoonsgegevens”.

10. Liability

- 10.1 If Evolve IP Europe does not comply with one or more of its obligations according to the Agreement, then Client will notify Evolve IP Europe of the possible shortcomings. The statement of the possible shortcomings takes place in writing, whereby Evolve IP Europe shall get a reasonable time to comply after all with its obligation(s).
- 10.2 If Evolve IP Europe remains in default in the execution of its obligations according to an Agreement, then Evolve IP Europe is liable for compensation of direct damage. This Liability for direct damage is per event and per year limited to an amount that to a maximum is equal to, (i) either the payments by Client made according to an Agreement for that year (excl. VAT) because of or in relation with which damage is caused, reduced with possibly paid-out fines in the framework of the SLA, or, (ii) if the damage is covered by an insurance of Evolve IP Europe, the amount that actually is paid out in that matter by the insurer, the one and the other each time with a maximum of €100,000. A series of related events will be regarded as one event.
- 10.3 Direct loss will solely encompass the following:
- damage to Software, hardware, equipment;
 - damage to other material goods of Client;
 - costs that have reasonably emerged to prevent or limit direct loss;
 - costs that have reasonably emerged to establish the cause of damage, liability and manner of repair.
- 10.4 Any liability for indirect or consequential damage is excluded. Indirect or consequential damage means in this case at least:
- loss of profits, suffered loss and missed savings;
 - costs that have emerged to prevent, limit or establish indirect or consequential damage;
 - loss other than direct damage according to 10.3, inclusive of but not solely, loss or mutilation of data and other information delivered by Client;
 - damage by standstill or delay;
 - costs for the acquisition or replacing products and services or the longer keeping in operation of existing computer systems or the longer than necessary maintaining of (extra) personnel.
- 10.5 Evolve IP Europe is in no manner whatsoever liable for damage of whichever nature as a consequence of, or connected with:
- the content, including legibility and audibility of information that is sent to Client;
 - the information possibly - whether or not illegitimate – acquired or intercepted by third parties;
 - the not (timely) establishment of Defects of the Service.
 - damage that has emerged as a consequence of inexpert use or acting in violation of prescriptions or instructions given by Evolve IP Europe.

11. Force Majeure

- 11.1 Neither of the Parties is liable for loss or damage that is suffered by the other Party as a consequence of the shortcomings of the other Party that as a consequence of Force Majeure are not imputable.
- 11.2 Under Force Majeure will in any case be understood: damage or delay as a consequence of Force Majeure, regulation or resolutions by governments disasters of nature, fire, uprising, war, war situations, enmities, sanctions, revolutions, plundering, plagues or other epidemics, strikes, exclusions, illness of personnel at Evolve IP Europe, breach of contract or Force Majeure of suppliers of Evolve IP Europe or other causes, irrespective of or whether these are equal the summation above, that are not to be foreseen and outside reasonable control of the Parties and that make the entire or partial execution of the obligations according to this Agreement impossible.
- 11.3 In case of Force Majeure the Party that has suffered damage or has experienced delay by the Force Majeure will notify the other Party as soon as possible, in any case within seven (7) days after the start of such a Force Majeure whereby the nature of the Force Majeure as well as the expected duration shall be described. If the situation of Force Majeure lasts longer than 30 (thirty) days, then the Party that has not made a claim on Force Majeure has the right to terminate the Agreement by a written notification without that one of the Parties has the right on damages claims. Otherwise the rights and obligations of both Parties are suspended and shall new time schedules and delivery dates be agreed between the Parties.

12. Starting date, Duration and Termination

- 12.1 An Agreement enters into force on the date of signing.
- 12.2 The duration of an Agreement or a Service is each time 12 months after Acceptation of the Service (“Initial Duration”) and is during that period not cancellable. After expiry of the Initial Duration the Agreement or the Service is extended each time automatically with periods of 12 months, unless one of the Parties, no later than 3 months before the end of the then current Duration, cancels the Agreement or a Service.
- 12.3 Each Party may dissolve the Agreement with immediate effect if the other Party, after firstly having been declared properly in default, during a period of 30 days remains in default in the amendment of imputable shortcomings.
- 12.4 Evolve IP Europe is authorised to dissolve the Agreement with immediate effect, without thereby being held to compensation of any damage or costs, if:
- it shows that the information that Client makes available via the Service to the public and/or the conduct of enterprise of Client to a serious degree is in violation with the law, the public order or good morals and/or the Information services code;
 - the proper assumption exists that the facilities made available by Evolve IP Europe are consistently used for the illegal benefit of the customer or of third parties;
 - Client is declared in a state of bankruptcy or suspension of payments or the bankruptcy or suspension of payments of the Client has been filed for;
 - Client violates his obligations under 7.1 to 7.3;
 - Client has a payment backlog of more than 90 days;
 - the activities or the control in the Client is transferred to a third party.

13. Promotion and publications

- 13.1 The Client, by agreeing with the GTC, gives Evolve IP Europe permission to use the name and the logo of the contractor for client cases and publications on [www.Evolve IP Europe.nl](http://www.EvolveIPEurope.nl).
- 13.2 The Client gives Evolve IP Europe, by agreeing with the GTC, permission to write a press release about the cooperation between Client and Evolve IP Europe.
- 13.3 Press releases and publications shall always take place in consultation and coordination with Client.

14. Applicable law and Disputes

- 14.1 The Laws of the Netherlands are applicable to the Agreement.
- 14.2 The Parties shall firstly in good faith try to resolve possible disputes and unforeseen stipulations with regard to the Agreement. All disputes that derive from or relate to the Agreement will solely be presented to the competent court in Rotterdam, the Netherlands.

15. General

- 15.1 If one or several stipulations from these GTC are invalid or can be invalidated, then the other stipulations remain as much as possible intact and Parties shall, as much as possible, give execution to the Agreement as if the invalid or invalidated stipulation(s) remained in force.
- 15.2 The titles above the stipulations of these GTC have solely been inserted for comfort and shall have no consequences for the interpretation or execution of these GTC.
- 15.3 All notifications and other messages that the Parties have to send to each other according to the Agreement shall take place in writing.
- 15.4 Without explicit written permission shall neither of the Parties assign the rights and obligations on the basis of an Agreement or a Service to a third party, which permission shall not be withheld on unreasonable grounds.

ADDITIONAL TERMS AND CONDITIONS DELIVERY HARDWARE, CONNECTIONS AND INSTALLATION WORK

16. General

- 16.1 The following stipulations of these GTC apply next to and in addition to the stipulations before in the Articles 1 up to and including 15, unless there is an explicit deviation thereof hereafter.

17. Delivery

- 17.1 Except if and insofar agreed differently in writing, deliveries take place free to the company (or house) of Client.
- 17.2 Except if and insofar should be agreed differently in writing, as time of delivery will be regarded the moment that the goods are unloaded or released at the place where these must be delivered (the actual handover); the aforementioned also applies if Evolve IP Europe must assemble, install and/or put in operation the goods.
- 17.3 The Client must report possible shortfalls, defects and damages within 24 hours after the delivery in writing directly to Evolve IP Europe, in the absence of which the goods shall be deemed to have reached Client in good order, complete and without damage or damaging.
- 17.4 Evolve IP Europe is authorised to deliver in parts (partial deliveries) which parts can be invoiced separately and then Client is obliged to pay the separate invoices.
- 17.5 The risk with regard to the goods sold by or in the name of Evolve IP Europe and/or to be delivered to Client is transferred to Client on the moment of delivery as referred to in article 17.2.
- 17.6 As a standard before installation of a glass fibre connection a site survey shall take place. It shall be established how the path to be followed, both inside as outside of the building, will run.

18. Warranty/Service

- 18.1 Evolve IP Europe warrants the properness of the used materials and the promised features and the related correct working of the goods delivered by or on behalf of Evolve IP Europe and warrants that the installation activities shall be executed in such a manner that these comply with the agreed specifications and the requirements to be set thereto in reasonableness. This warranty is valid for a period of twelve (12) months from the delivery (inclusive of the possible "sight period"), unless agreed differently in writing.
- 18.2 Evolve IP Europe gives explicitly no warranty on goods that in fact by or on behalf of Client are assembled, installed and/or being put into operation, but that have or are not being delivered by Evolve IP Europe itself.
- 18.3 Defects to delivered goods which fall under the warranty will, solely at the discretion of Evolve IP Europe, either be repaired, or replaced by new delivery if the defects in the opinion of Evolve IP Europe and/or the manufacturer are due to construction errors or errors in or shortcomings of used materials because of which the goods are unusable for Client for the purpose for which they reasonably can be deemed to be destined.
- 18.4 Goods that are eligible for work under warranty, must be sent free of charge to Evolve IP Europe.
- 18.5 If it proves that goods offered to Evolve IP Europe for restoration or repair display no defects, then all made costs are for the account of Client, also during the warranty period.
- 18.6 All warranty-claims become void if Client executes or lets execute changes in and/or repairs to the delivered or if the delivered is not or has not been used or treated precisely according to the delivered or applicable (factory) prescriptions or the instructions of use or in another manner is used or treated inexpertly, or if in or with regard to the delivered a software-modification has taken place that was not made by Evolve IP Europe, or if the delivered is or has been used for other purposes than for which it is destined, or if the delivered is or has been used in a manner which for Evolve IP Europe reasonably was not to be expected.

19. Right of retention

- 19.1 Evolve IP Europe has a right of retention on all goods which are from or on behalf of Client under Evolve IP Europe, irrespective of the cause or reason thereof, for as long as Client has not complied with all of his obligations towards Evolve IP Europe.
- 19.2 Evolve IP Europe is obliged to manage or let be managed the goods referred to in Article 19.1 according to good trade customs, but Client shall have no claim whatsoever on compensation or compensation for damages in case of destruction in whole or in part or loss of those goods and/or damage to those goods outside fault of the Evolve IP Europe, and the risk for those goods remains therefore with Client.

20. Reclamations

- 20.1 Possible reclamations shall only be treated if these have been received by Evolve IP Europe within eight (8) days after the delivery in written form. For hidden defects the rule is that reclamations are only possible within the warranty period.
- 20.2 Reclamations can only be treated when thereby the nature and the basis of the complaints have been stated precisely.
- 20.3 If within the applicable term no reclamation has been made or not in the prescribed manner, the delivered shall be deemed to comply entirely with the Agreement and to have been accepted and approved unconditionally by Client.
- 20.4 If a reclamation with regard to the delivered by Evolve IP Europe is found well founded, then Evolve IP Europe is solely obliged to replace or to repair the improper goods, without that Client in addition can make any claim to whichever form of compensation therefore.
- 20.5 The submission of a reclamation never releases Client from his payment obligations towards Evolve IP Europe.
- 20.6 Returning of the delivered or any part thereof, for whichever reason, can only take place after prior explicit written permission and shipping instructions of Evolve IP Europe.

21. Retention of ownership

- 21.1 All goods delivered by or on behalf of Evolve IP Europe remain property of Evolve IP Europe till the moment of full payment of all that Client, on whichever basis, is liable to pay to Evolve IP Europe, including also what Client has become due to Evolve IP Europe after the conclusion of the Agreement, including all interests and costs.
- 21.2 The router placed on Client location shall at all times remain property of Evolve IP Europe.
- 21.3 The Client is obliged to, for as long as according to the stipulations in Article 21.1, the property of goods delivered by or on behalf of Evolve IP Europe that still belong to Evolve IP Europe, keep these goods separated in such a manner from other goods that can be easily and clearly recognised as goods of Evolve IP Europe.
- 21.4 In case of non-payment of any amount due and payable upon demand by Client to Evolve IP Europe, and furthermore in case the Agreement is terminated or dissolved, Evolve IP Europe shall be authorised to claim back the goods with regard to which the retention of ownership applies as its property and to (let) take the related measures under set-off of the possibly already paid regarding those goods, such notwithstanding the right of Evolve IP Europe to request compensation for possible loss or damage. In case of such non-payment or of termination of the Agreement each claim which Evolve IP Europe has on Client is immediately and in one go payable upon demand.
- 21.5 The Client must upon first request of Evolve IP Europe provide power of attorney for the immediate repossession of the not fully paid goods, wherever these may be located.

22. Scope of the activities

- 22.1 The installation activities to be executed have the scope such as described in the Agreement and include, if and insofar explicitly agreed, also guidance/instruction concerning use and operation to the personnel designated thereto by Client.
- 22.2 Except if and insofar explicitly agreed otherwise, the following activities, deliveries and facilities do not belong to the obligations of Evolve IP Europe, and Client is obliged to ensure that these are preformed or executed thus timely that the activities to be executed by or on behalf of Evolve IP Europe experience no delay:
- a. The Client shall arrange for a good and constant reachability of the place(s) where the activities must be executed;
 - b. The delivery of the required LAN connection points and power supply;
 - c. Administrator access to the PC's on which software must be installed;
 - d. During the duration of the activities for making available in the direct vicinity of the place(s) where these activities must be executed, of a dry, heated, lighted and separately lockable space of sufficient space, as housing for the concerned workers and for the storage of the materials to be processed or used and tools and of personal properties of the workers.
 - e. If in the description of services it has been stated that a suitable location for cabling or equipment is necessary for the Service, then Client is responsible to arrange for and maintain this for his own account.
 - f. As a standard before installation of a connection a technician shall assess whether the environment conditions (such as described in the description of services) have been complied with before they proceed to the installation of the service. Additional installation activities, such as drill and demolition activities, are no part of a standard installation and must have been arranged for in advance by Client.
- 22.3 Except if and insofar explicitly in writing agreed differently, shall replaced, removed or released materials become property of Evolve IP Europe.
- 22.4 Small not-essential defects will be repaired or relieved by Evolve IP Europe as soon as possible and can for Client be no reason to withhold approval.

ADDITIONAL TERMS AND CONDITIONS LEASE OF EQUIPMENT

Article 23. Property

- 23.1 The equipment made available is and remains property of Evolve IP Europe. It may not be transferred, subleased, changed or given as a lien of safeguard or be loaned in whichever form to third parties by the Client.
- 23.2 In case of attachment or all other claims of third parties on rights on Evolve IP Europe equipment, the Client is required to notify Evolve IP Europe thereof immediately and to inform the party placing the attachment that the equipment is property of Evolve IP Europe.
- 23.3 The Client grants to Evolve IP Europe or third parties to be employed by it already now for then a power of attorney to access its company space to repossess the equipment belonging to it after termination or dissolution of the Agreement.

Article 24. Service

- 24.1 As soon as the Client observes an error in the operation of Evolve IP Europe equipment, then he must report that directly. The Client shall refrain from executing maintenance or repairs by himself. Evolve IP Europe obliges to make every effort to let the repair and/or replacements be executed as soon as possible. Evolve IP Europe determines which repairs shall be executed to let the Evolve IP Europe equipment function properly again.
- 24.2 Equipment that is eligible for repair, must be sent free of charge to Evolve IP Europe.
- 24.3 If it proves that equipment offered to Evolve IP Europe for restoration or repair does not display defects, then all made costs are for the account of the Client.
- 24.4 If repair is not possible and the same time of equipment is no longer available, then the equipment shall be replaced by alternative equipment with a similar functionality.
- 24.5 Costs for repair of equipment that are caused by an abnormal use and damage that is due to humidity, damage by accident, excess voltage, strike of lightning and all cases of Force Majeure will be for the account of the Client.

Article 25. Liability

- 25.1 From the coming into force of the Agreement and during the entire duration thereof, the Client, as holder of the Evolve IP Europe equipment, remains liable for all damage that is caused by the Evolve IP Europe equipment.
- 25.2 During the same period the Client is also liable for all damage, loss, theft or destruction of the Evolve IP Europe equipment, whichever is the cause of the damage, except if the damage, loss, theft or destruction is imputable to Evolve IP Europe.

Article 26. Obligations of the Client

- 26.1 The Client obliges to use the Evolve IP Europe equipment as a good father of the house in accordance with the destination thereof and to keep in a perfect state.
- 26.2 The Client shall refrain from introducing whichever change, addition or restoration to the Evolve IP Europe equipment.
- 26.3 The Client shall keep himself adequately insured against damage to the equipment as a consequence of causes coming from outside.

Article 27. Return or take-over equipment

- 27.1 Upon termination of the Agreement Evolve IP Europe shall collect the equipment within 1 month, except if the Client has indicated a wish to take over the equipment in accordance with the stipulations in this article. The Client must ensure that the equipment will be collected per location centrally and properly packed to be able to be taken back by Evolve IP Europe.
- 27.2 Evolve IP Europe shall check the equipment and provide a receipt with stated on it the possible defects and missing equipment.
- 27.3 Costs for damage, normal wear and tear by use accepted, shall be brought into account by Evolve IP Europe and must be paid by the Client within the usual payment term.
- 27.4 Missing equipment will be brought into account against the Residual Value, as defined hereafter.
- 27.5 The Residual Value is after 1, 2 and 3 or years respectively 60, 40 and 25 percent of the advisory sales price as this was published by the importer on the moment of delivery.

27.6 The Client has the right to take over the equipment at the end of the duration of the Agreement against the Residual Value. The property of the equipment will in that case be transferred from Evolve IP Europe to the Client after payment of the take-over sum.

ADDITIONAL TERMS AND CONDITIONS DELIVERY EVOLVE IP EUROPE MOBILE AND PRIVATE GSM

Article 28. SIM-card and mobile equipment

- 28.1 The SIM-card made available by Evolve IP Europe to the Client is and remains property of Evolve IP Europe. Evolve IP Europe has the right to replace the SIM-card at all times. At the end of the Agreement the Client must send the SIM-card back to Evolve IP Europe if Evolve IP Europe requests so. Evolve IP Europe is authorised to bring costs into account for the replacement of a stolen or defective SIM-card.
- 28.2 To each SIM-card a pin code (personal identification number) and a PUK code (personal de-blocking key) is connected. The use of these codes is clarified in the manual of the mobile device. The Client must take all possible precautionary measure to protect the pin and PUK-codes against taking knowledge by unauthorised persons. The Client is responsible for each malevolent or illegitimate use of these codes.
- 28.3 It is forbidden to copy the technical information that is recorded on the SIM-card or in any other manner to manipulate this card or the information on it. The same applies for the technical information, software and securities of the mobile equipment with which the Client provides himself with access to the Network.
- 28.4 In case of theft or loss of the SIM-card the Client must report this without delay to Evolve IP Europe and the Client remains liable for the calling costs and possibly other fees depending on use till the moment on which blocking takes place.

Article 29. Call Number

- 29.1 The Call Number of the Client is determined by Evolve IP Europe. The Client can make a claim to keeping a certain Call Number in compliance with the applicable regulation and Evolve IP Europe's elaboration thereof.
- 29.2 Evolve IP Europe has the right to change this Call Number if Evolve IP Europe deems this necessary for instance in the interest of the good functioning of the Service or the Network or on the basis of regulations. Evolve IP Europe shall thereby reasonably take into account the interests of the Client.

Article 30. Use of the service

- 30.1 The Client must comply with the requirements that are or can be set to a reasonable use of the Service and additional services.
- 30.2 The Client may only make use of the Service with mobile equipment approved by the Dutch Ministerie van Verkeer en Waterstaat that is suitable to be used on the Network. If from research by Evolve IP Europe it proves that complaints of the Client with regard to the working of the Service are not imputable to the infrastructure, the Client can be obliged to present its equipment for inspection to Evolve IP Europe. If Evolve IP Europe establishes that the mobile equipment of the Client disrupts the good working of the Network, then Evolve IP Europe is authorised to put the Service for the Client immediately out of operation. For questions about the functioning of the end equipment the Client can turn to Evolve IP Europe Customer Service.

- 30.3 With the exception of International Roaming, the telecommunication traffic offered by the Client must have its origin on the Network of Evolve IP Europe. It is the Client therefore not permitted to make use of the Service if the offered telecommunication traffic finds its origin in the fixed or mobile public telecommunication network of another provider than Evolve IP Europe. Network parts that have been created by Evolve IP Europe and of which the equipment is property of the Client are regarded as part of the Network of Evolve IP Europe.
- 30.4 In order to safeguard the integrity of the Network as much as possible, it is not permitted for the Client to offer telecommunication traffic that lacks one or more of the required identifying codes (being: MSISDN, IMSI and IMEI).
- 30.5 The Network works by means of spreading of radio signals. Since these signals can be disrupted by an external source and/or by atmospheric circumstance and are dependent on the radio coverage of the Network, the quality of a connection cannot be safeguarded everywhere and always. Evolve IP Europe provides therefore no warranty in that matter. For specific locations deviating regulations can apply if thereto written agreements with the Client have been made.
- 30.6 Evolve IP Europe can introduce changes regarding the countries and/or networks from which calling and being called abroad (“Roaming”) is possible. The Client can make use of network(s) designated for a certain country, in accordance with the possibilities of use, quality features and prescriptions that apply for the concerned country land/or network. Evolve IP Europe does not warrant the quality of the concerned network. For Roaming different rates for incoming and outgoing telecommunication traffic can be applicable. These rates can be subject to continuous change. The most recent rates can request from the Evolve IP Europe Customer Service.
- 30.7 Equipment delivered to Client for the benefit of the realisation of a mobile network on the location(s) of the Client remains at all times part of the Network of Evolve IP Europe. It is not permitted for the Client to employ this equipment for other purposes than as part of the Network of Evolve IP Europe or to switch off this equipment. The Client shall ensure a continuous power supply of the equipment installed at his place to be able to safeguard the continuity of the services by Evolve IP Europe. This regulation also applies to equipment that has been purchased by Client from Evolve IP Europe. The Client can only employ the equipment referred to for other purposes after written permission of Evolve IP Europe.

ADDITIONAL TERMS AND CONDITIONS INFORMATION NUMBER BUNDLES

Article 31. Information Number Bundles

- 31.1 The bundle charges include the costs for the specified number of minutes and the related call set-up charges.
- 31.2 Additional costs will be charged when the average call duration is less than 2 minutes.
- 31.3 The bundle charges as well as any additional subscription charges will be invoiced monthly in advance. Charges for collection, sur-charges, overflow or traffic volumes exceeding the bundle will be invoiced monthly in arrears.
- 31.4 Unused minutes cannot be carried on to the next month.
- 31.5 The bundle can be divided across a maximum of 25 Information Numbers of the Client.
- 31.6 The overflow function is automatically engaged when the SIP trunk is not available due to an outage or capacity limit. Client can provide a national geographical number as an overflow destination.

- 31.7 Client can configure the telephone number of the destination as well as the maximum number of concurrent calls through the Evolve IP Europe web portal. If a different telephone number than the SIP trunk number is configured Evolve IP Europe will charge the applicable overflow rate.
- 31.8 Overflow minutes will not be charged against the bundle but will be invoiced separately.
- 31.9 The SIP trunk may only be used for the termination of traffic to the Information Number(s) by Evolve IP Europe. On request Evolve IP Europe will prepare a proposal for outbound traffic.