

ICT~OFFICE TERMS AND CONDITIONS

Module 15 Telecommunication services

1. Applicability

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides fixed and/or mobile telecommunication services.
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. Service

- 2.1 The Supplier shall make every effort to provide the fixed and/or mobile telecommunication service agreed between the parties.
- 2.2 The Supplier shall make every effort to ensure that the service is provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client, where applicable. The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 2.3 Except where agreed otherwise, the Client shall be responsible for the use of the service and the way in which the results of the service are used. The Client shall also be responsible for training given to and use by users, regardless of whether or not there is a relationship of authority between the Client and these users.

3. Assignment and retention of numbers

- 3.1 The Supplier shall provide the Client with one or more telephone numbers for each connection, unless a telephone number that the Client is already using is accepted by the Supplier as a usable number.
- 3.2 If the Client already has one or more telephone numbers at its disposal, the Client may submit a request to retain these numbers in accordance with the Supplier's standard procedure. The Supplier shall refuse such requests in all cases if termination of the agreement with the previous telecommunication service provider proves impossible or if this previous provider refuses to cooperate in the retention of the number. The Supplier shall be entitled to charge the Client a fee in respect of number retention.
- 3.3 The Supplier shall be entitled to change or withdraw telephone numbers as a result of legislation or regulations or any other reasons that make it necessary to change a number. The Supplier shall carry out a change in number no earlier than three months after the Client has received written notification of the change, unless it is necessary to carry out the change

earlier. The Supplier shall under no circumstances be liable as a result of a change in number.

- 3.4 The Client shall only use the telephone numbers in accordance with the law.
- 3.5 On termination of the agreement, the Client may submit a written request to the Supplier to transfer the telephone number used to another supplier of telecommunication services that has entered into agreements with the Supplier in respect of number retention.
- 3.6 The Supplier shall at all times be entitled to change a telephone number provided, for example due to the relocation of the Client.

4. Decommissioning of connection

- 4.1 The Supplier shall be entitled to fully or partly decommission one or more connections – temporarily or otherwise – at the Client's request or if the Client fails to meet one or more of its obligations pursuant to the agreement. The fixed (periodic) fees shall remain payable by the Client during this period of decommissioning.
- 4.2 With the exception of the provisions of the previous subclause, the Supplier shall at all times be entitled to fully or partly decommission (mobile) connections temporarily for any reason whatsoever. The Supplier shall notify the Client in advance and limit the duration of such periods of decommissioning within the bounds of reasonableness wherever possible.
- 4.3 The Supplier shall under no circumstances be liable vis-à-vis the Client for any losses or costs incurred as a result of a period of decommissioning.
- 4.4 The Supplier shall only resume the service upon the Client's written request. The Supplier may attach conditions to this and charge a reconnection fee.

5. Provision of information

- 5.1 The Supplier is legally obliged to grant its cooperation to an authorised order for wiretapping issued pursuant to any statutory provision. The Supplier shall under no circumstances be liable for any losses incurred by the Client or any third party as a result of its cooperation with such a request.
- 5.2 The Supplier is obliged to exchange information on numbers with other service providers for the purpose of providing telecommunication facilities. The Supplier shall not guarantee compliance by other providers with the relevant legislation and regulations.

6. Service Level Agreement

- 6.1 Any service level agreements shall in all cases only be entered into explicitly in writing. The Client shall notify the Supplier at all times of all circumstances that may affect the service and the availability of the service. If service level

agreements are entered into, any periods of decommissioning announced in advance due to maintenance work or to circumstances outside of the Supplier's sphere of influence will not be taken into account when assessing availability. The assessment will be based on the service as a whole during the term of the agreement. Barring proof to the contrary, the availability measured by the Supplier shall be conclusive evidence.

7. Physical factors

- 7.1 The Client acknowledges that telecommunication services can be negatively affected or temporarily or entirely unavailable in connection with physical factors (buildings, tunnels etc), and as a result of atmospheric conditions, interconnection faults and problems with the software used by the Supplier and/or the Client. The Supplier shall under no circumstances be liable vis-à-vis the Client for any losses or costs incurred as a result of such circumstances.

8. Improper use

- 8.1 The Client shall not use the services, or allow the services to be used, for any purpose other than that envisaged by the Supplier.

9. Mobile telecommunications

- 9.1 If the Supplier provides a mobile telecommunication service pursuant to the agreement, it shall issue a SIM card with a corresponding telephone number and security and access codes to each agreed end user, except where agreed otherwise in writing. The Supplier shall be entitled to replace this SIM card at any time, provided that the service remains available to the Client.
- 9.2 The Client shall be obliged to keep safe custody of the SIM card and the security and access codes issued or selected and to guarantee that the SIM card and codes do not fall into the hands of unauthorised individuals. In the event of loss of the SIM card or the security and access codes, the Client shall notify the Supplier in writing as soon as possible. At the Client's request, the Supplier shall then take the SIM card out of service as soon as reasonably possible. The Client shall be responsible for all costs incurred in connection with the use of the SIM card up to and including the time at which the Supplier receives the request to take the SIM card out of service.
- 9.3 The Supplier shall be entitled to change the settings of the SIM card (remotely).
- 9.4 The Client shall be obliged to return the SIM card to the Supplier on termination of the agreement or to destroy the SIM card at the Supplier's request, except where agreed otherwise in writing between the parties.
- 9.5 The Client shall under no circumstances be entitled to remove a block placed on equipment, explicitly including a SIM lock, or to arrange for this to be carried out.

10. Fixed telecommunications

- 10.1 If the Supplier provides a fixed telecommunication service pursuant to the agreement, the Supplier shall provide the

(leased) lines, equipment and services in accordance with the specifications agreed between the parties in writing.

- 10.2 Any equipment that is installed on the Client's premises for the purpose of providing a line or service shall remain the property of the Supplier, except where agreed otherwise between the parties in writing.
- 10.3 If the Client connects its own equipment to the connections provided by the Supplier, the Client shall ensure that this equipment meets the requirements imposed by or pursuant to the law.
- 10.4 If the Client wishes to change or move its fixed connection, it shall submit a written request to the Supplier to grant its cooperation in this regard. The Supplier may not refuse to grant its cooperation to such a request on unreasonable grounds. The Supplier may at any time attach (financial) conditions to the granting of such a request.
- 10.5 If the Supplier requires the cooperation of the Client in order to improve its service, the Client shall not refuse to grant such cooperation without good reason.

11. Term

- 11.1 The agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question. If the agreement refers to more than one service, either of the parties shall be entitled to terminate each service separately with due observance of the relevant provisions.

12. Payment

- 12.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the service provided by the Supplier shall in each case be payable in advance each calendar month.
- 12.2 The Client shall not be permitted to carry out activities intended to influence the amounts payable by the Client or to arrange for such activities to be carried out.

13. Guarantee

- 13.1 The Supplier shall not guarantee the uninterrupted availability of the fixed and mobile telecommunication networks.

© 2008, ICT~Office