

These terms & conditions (the “General Conditions”) shall, unless expressly otherwise agreed upon in writing by Leaseweb Network B.V., trading under the name “FiberRing”, apply to the Quotes, the Orders, the Agreement, and any other agreements and/or legal relationships between FiberRing and Customer resulting therefrom or in connection therewith. FiberRing expressly rejects the applicability of Customer’s general conditions, unless expressly stipulated otherwise in the Agreement. Any amendments to the General Conditions are only legally binding between Parties if both Parties have expressly agreed to such amendment in writing.

1. DEFINITIONS

In these General Conditions, the Service Schedule, the AUP and the Order Form(s), the following words and expressions have the following meanings:

Affiliate means, with regard to any entity, any other entity that (directly or indirectly) Controls, is Controlled by, or is under common Control with such entity.

Agreement means the agreement between Parties for the provision of Services, consisting of the Order Form(s), the applicable Services Schedule(s), these General Conditions and the AUP.

AUP shall mean FiberRing’s Acceptable Use Policy.

Business Day any day from Monday to Friday (inclusive) which is not a statutory or national holiday in the Netherlands.

Change Request means a request of Customer to change an Order.

Customer means any natural person acting as a business professional providing its business registration number and/or VAT number to the extent required by applicable law (i.e. not as a consumer or private user) or legal entity entering into an Order with FiberRing with respect to the provision of Services by FiberRing.

Confidential Information means (i) all information not publicly known, used in or otherwise relating to the Agreement; (ii) all information not publicly known, used in or otherwise relating to the Services; and (iii) the business or affairs of a Party or an Affiliate of such Party and disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by the Disclosing Party to the Receiving Party whether before or after the RFS Date.

Control means the possession of power, directly or indirectly, to direct or cause the direction of the management and policies of an entity, whether through ownership of voting rights, by contract or otherwise.

Data Controller means the Customer, which, alone or jointly with others, determines the purposes and means of the Processing of personal data.

Data (Sub-)Processor means FiberRing processing personal data on behalf of the Data Controller.

Disclosing Party shall mean the Party that discloses Confidential Information to the Receiving Party.

Event of Force Majeure means any event outside the reasonable control of a Party affecting its ability to perform any of its obligations (other than the Customer’s payment and financial obligations during the applicable Term) under the Agreement, including acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; a restriction, condition, order, direction, action or request of or imposed by any court, government or authority or instrumentality thereof;; strikes or other labour unrest; fires; frost; floods; earthquakes; storms; lightning, sabotage, restrictions related to an outbreak of disease (such as formally by local government and/or medical authorities established viruses; pandemics); epidemics; shortage of materials; unavailability or delay in delivery not resulting from the responsible Party’s failure to timely place orders therefore; equipment failures; lack of or delay in transportation; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; cable cuts, acts or omissions of vendors or suppliers; any interruption in the supply of electrical energy; changes in law or government policy; and other unforeseeable circumstances, provided however that Customer i) has no right to refer to Force Majeure for any event that the Customer could have reasonably known or been aware of prior to requesting Leaseweb for an Order or Quote and/or entering into an Agreement, any labour problems or strikes relating to the workforce of Customer or its suppliers or subcontractors, whereby such events shall not be included or referred to as Force Majeure.

FiberRing means a private company with limited liability, formally known as Leaseweb Network B.V. and trading under the name “FiberRing”, incorporated under the laws of the Netherlands, with its principal place of business at Hessenbergweg 95, 1101 CX Amsterdam, The Netherlands, registered with the commercial register of the Dutch Chamber of Commerce under number 30188570.

GDPR means Regulation 2016/679/EU of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

HICP means the Harmonised Index of Consumer Prices for member states of the European Union who have adopted the Euro.

Initial Term means the initial term for which an Order is entered into, as specified in the Order Form. The Initial Term for an Order begins as of the RFS Date.

IPR means any patent, copyright, trademark, trade name, service mark, moral right, database right, know-how and any and all other IPR whether registered or not or capable of registration and whether subsisting in The Netherlands or any other part of the world.

Network shall mean, collectively, the fiber optic network, system capacity and related facilities (including routers, switches, communication channels, software, and data) owned, operated and/or controlled by FiberRing.

Order means the agreement between Parties for the purchase by Customer of Services, concluded in accordance with clause 3.2 hereof.

Order Form shall mean the document, in standard FiberRing layout, in which FiberRing has itemized which Services are to be provided to Customer, including the Service Charges, the RFS Date, the identity of the Customer, and any other relevant terms agreed upon by the Parties.

Parties means FiberRing and Customer.

Personal Data means all information pertaining to an identified or identifiable natural person within the meaning of Article 4 paragraph 1 GDPR.

Processing means any operation or set of operations performed on Personal Data as described in the GDPR.

Quote means any offer, quote, proposal and/or tender-bid made by FiberRing.

Receiving Party shall mean the Party that receives – or is granted access to – Confidential Information by the Disclosing Party.

Renewal Term means any extension of the Order following the end of the Initial Term or any other Renewal Term pursuant to clause 7.3.

Resell Agreement an agreement between FiberRing and a third party pursuant to which FiberRing obtains service(s) from that third party, for the purpose of reselling these service(s) to its Customer(s).

RFS Date shall mean the ready for service date, i.e. the date upon which FiberRing notifies Customer in writing that the Service is ready for use.

Service Charges shall mean the charges, fees, costs and expenses set out in the Services Schedule and the Order Form that are payable under the Agreement by Customer to FiberRing for the provision of Services.

Service Disruption means an interruption, suspension or degradation in the provision of one or more Services by FiberRing to Customer.

Services Schedule shall mean the respective documents for the Orders that specify the Services provided by FiberRing, the manner in which the Services are to be used, and the applicable service level metrics.

Services shall mean the services to be provided by FiberRing to Customer, as agreed in an Order Form, and as further specified in the Service Schedule.

Service Credit shall mean a credit of the monthly recurring Service Charges, as further specified in the relevant Services Schedule.

Term means the Initial Term and all Renewal Term(s), if applicable.

2. DOCUMENT STRUCTURE

- 2.1 The Agreement consists of the following documents, whereby in case of conflict or inconsistency between these documents, the document first listed shall prevail over the document listed later: (i) the Order Form (as amended from time to time by a signed change order form); (ii) the General Conditions; (iii) the Services Schedule; and (iv) the AUP.
- 2.2 If and to the extent FiberRing has accepted the applicability of Customer's general conditions in writing, and there is a discrepancy or a dispute between the documents set forth in clause 2.1 and Customer's general conditions, the documents set forth in clause 2.1 shall prevail.
- 2.3 Customer shall at all times comply with the version of the AUP that is in force from time to time. FiberRing reserves the right to unilaterally update or change or amend the AUP. In case of such update or change or amendment, FiberRing shall notify Customer thereof.

3. QUOTES/ORDERS/CHANGE REQUESTS

- 3.1 All Quotes are free of commitment, even when a validity period is mentioned in the Quote. In case no validity period is mentioned, Quotes cease to apply after thirty (30) days from the date of the relevant Quote.
- 3.2 Customer may accept a Quote by signing and returning it to FiberRing. Upon countersigning the Quote by FiberRing, the Quote shall be deemed an Order Form, and as of such moment the Order shall come into existence and shall be binding upon Parties.
- 3.3 FiberRing shall use commercially reasonable efforts to meet the RFS Dates set forth in the Order Form. However, all RFS Date in the Order Form are estimates only, and FiberRing shall not be in breach in the event that FiberRing should fail to meet an estimated RFS Date.
- 3.4 Customer may issue purchase orders to FiberRing for Services for administrative purposes. The conclusion of an Order shall in no event be conditional upon receipt by FiberRing of such purchase order, nor shall any Order come into existence upon issuing a purchase order if no Order Form is signed by Parties. None of the terms and conditions included by Customer in any purchase order shall apply to the Agreement or the Order.
- 3.5 FiberRing shall be entitled to set conditions to its acceptance and approval of a Change Request. Any acceptance and approval of a Change Request shall only be valid if confirmed in writing by an authorised representative of FiberRing.

4. CHARGES AND PAYMENT TERMS

- 4.1 FiberRing will invoice: (i) the non-recurring Service Charges upon the date of signing the Order Form; and (ii) all monthly recurring Service Charges as of the RFS Date, and monthly in advance thereafter, with the exception of use of Services above the agreed levels of Service and/or supplementary services which will be invoiced monthly in arrears. Unless specified otherwise in the Order Form, all Service Charges are in Euros.
- 4.2 FiberRing is entitled to increase the Service Charges one (1) time per calendar year, with the higher of: (i) three percent (3%); and (ii) the HICP for the previous year. The increase will apply with effect from the date stipulated by FiberRing in its notification to Customer. In the event that the increase of the Service Charges takes effect within twelve (12) months of the RFS Date, the increase will be pro-rated.
- 4.3 FiberRing will send invoices to Customer by e-mail, in a portable document format (PDF). At Customer's request, FiberRing will provide Customer with a print out of the invoice, via regular mail.

- 4.4 Unless agreed otherwise in the Order Form, all invoices sent by FiberRing to Customer are payable by Customer to FiberRing within thirty (30) days of the date of the invoice.
- 4.5 Customer shall not be entitled to any suspension, set-off or deduction of payment of any invoice.
- 4.6 Any use, excise, sales or privilege taxes, duties, imposts, value added taxes (VAT), assessments or similar liabilities however denominated (and excluding, in any event, for the avoidance of doubt any taxes on FiberRing's income) which may now or hereafter be levied on the Services provided or payments made under the Agreement, chargeable to or against FiberRing, by any applicable government authority, are not included in the Service Charges mentioned in the Order Form, and shall be passed through to, and are payable by, Customer in addition to the other Service Charges under the Agreement. Should FiberRing (be required to) pay these taxes, fees, or assessments or similar liabilities, then Customer shall promptly reimburse FiberRing for such payments upon receipt of an invoice from FiberRing.
- 4.7 In case Customer has a complaint with respect to an invoice, Customer shall communicate such complaint in writing to FiberRing within the payment term, in the absence whereof invoices are deemed to be approved of by Customer.
- 4.8 If Customer does not pay an invoice within the payment term, FiberRing will, without a warning or notice of default being required, be entitled to charge Customer interest on the amount due on a daily basis from the due date until the date of payment, on the basis of the statutory commercial interest rate plus two percent (2%).

5. FINANCIAL SECURITY

- 5.1 FiberRing may require Customer to provide a deposit or a bank guarantee or a parent guarantee, equivalent of up to three (3) months' Service Charges (actual or projected) or other security satisfactory to FiberRing.
- 5.2 Any deposit, bank guarantee or parent guarantee shall be held by FiberRing as security for the payment of Service Charges and any other amounts due under the Agreement. Upon termination or expiration of the Agreement, FiberRing may apply such deposit or bank guarantee or parent guarantee to any amounts owed by Customer to FiberRing. Any remaining credit balance of a deposit shall be refunded to Customer. A deposit will not carry any interest.

6. SUSPENSION

- 6.1 FiberRing shall be entitled at its own discretion to immediately suspend the Services to Customer without terminating the Agreement and without any liability vis-à-vis Customer, in case (i) Customer does not pay an invoice within the payment term and fails to pay such invoice, within a period of seven (7) days after having received notice thereon; (ii) Customer is in breach of the AUP, (iii) Customer is in breach of any other obligation under the Agreement and such breach continues for fourteen (14) days after written notification from FiberRing, provided however that in the event of a breach by Customer, FiberRing shall be entitled to suspend without such written notice in the event an immediate restriction or suspension is necessary to protect the Network or FiberRing's ability to provide services to other customers; (iv) FiberRing receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority; or (v) the continued provision of the Services by FiberRing to Customer may subject FiberRing or its service providers to any material liability vis-à-vis third parties.
- 6.2 During a suspension of Services, Customer shall remain liable for payment of all Service Charges due under the Agreement.

7. TERM AND TERMINATION

- 7.1 Each Order is entered into for the duration of the Initial Term. If no Initial Term is included in an Order Form, the Initial Term for that Order shall be twelve (12) months.

- 7.2 A Party can only terminate an Order in accordance with the termination rights explicitly granted to such Party in the Agreement.
- 7.3 At the expiration of the Initial Term, the Order shall automatically be renewed for successive twelve (12) month Renewal Terms, unless either Party notifies the other in writing that it does not agree to renewal of the Order, taking into account a notice period of at least sixty (60) days.
- 7.4 A Party is entitled to terminate the Agreement and/or an Order by giving written notice to the other Party without an obligation to take into account a notice period, if: (i) the other Party has ceased to exist or has been dissolved; (ii) the other Party has been declared bankrupt (*faillissement*), or it has been granted suspension of payments (*surseance van betaling*) or entered into voluntary liquidation; (iii) the other Party's business has been discontinued; and/or (iv) the other Party is in breach of any of the other terms of the Agreement and fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach.
- 7.5 FiberRing is entitled to terminate the Agreement and/or an Order with immediate effect, without taking into account a notice period, in the event of a change of Control of Customer.
- 7.6 In the event of expiration or termination of a Resell Agreement, FiberRing shall be entitled to terminate any affected Order or affected Services, with immediate effect, without any liability to Customer, by giving written notice to Customer, taking into account a notice period of at least sixty (60) days or – if shorter – the notice period that is applicable with respect to termination of the Resell Agreement.

8. PERSONAL DATA / DATA PROTECTION

- 8.1 In the performance of FiberRing's obligations under the Agreement, FiberRing and its Affiliates shall Process Personal Data for or on behalf of the Customer. FiberRing does not control and never acts as Data Controller of any (personal) data and content of Customer transmitted over the Network. Parties acknowledge and agree that with regard to the Processing of Personal Data on the Customer's behalf, the Customer is the Data Controller, and FiberRing is the Data (Sub-)Processor. In order to comply with the relevant data protection legislation, in particular the GDPR, with respect to the Processing of Personal Data by FiberRing, Parties agree upon the conditions as set forth in this Clause 8.
- 8.2 FiberRing shall only Process Personal Data if and to the extent such Processing is required in the performance of the Agreement by FiberRing, and only in accordance with the instructions of the Customer and under conditions as set out by the Customer. The exception thereto is if FiberRing is under a legal obligation to Process the Personal Data. FiberRing shall inform the Customer of such legal obligation unless it is prohibited by law or reasons of important public interest from doing so.
- 8.3 FiberRing ensures that the persons authorized by FiberRing and/or its Affiliates to Process the Personal Data shall have access to the Personal Data as is required and necessary for the performance of FiberRing's obligations under the Agreement and this Clause 8.
- 8.4 FiberRing shall arrange for all appropriate technical and organizational measures, to the extent such measures may be reasonably expected of FiberRing, to protect the Personal Data from loss, loss of integrity or from any form of unlawful Processing, and shall ensure that these measures meet all requirements under the applicable data protection legislation, including but not limited to Clause 32 GDPR. An overview of the technical and organizational measures taken by FiberRing is included in the [privacy statement](#).
- 8.5 In case FiberRing engages sub-contractors in the performance of the Agreement, FiberRing shall impose similar data protection obligations as set forth in this Clause 8 on those sub-contractors.
- 8.6 FiberRing shall provide all reasonable assistance to the Customer in order for the Customer to fulfill its obligations to respond to requests by data subjects (such within the meaning of the GDPR) exercising their rights under the applicable data protection legislation.
- 8.7 FiberRing shall provide all reasonable assistance to the Customer in order for the Customer to comply with its obligations pursuant to Clause 32 through 36 GDPR, taking into account the nature of the Processing and the information available to FiberRing.
- 8.8 In case FiberRing discovers a data breach that may adversely affect the protection of Personal Data Processed by FiberRing on behalf of the Customer, FiberRing will notify the Customer, to the extent permitted by law, as soon as reasonably possible. FiberRing will cooperate with the Customer on the investigation of the personal data breach. The Customer shall be responsible to notify the relevant authority and/or the data subjects concerned, to the extent necessary, in case of a personal data breach.
- 8.9 After expiration or termination of the Agreement, for whatever reason, FiberRing shall delete all the Personal Data pertaining to the Customer, including copies thereof, unless FiberRing is required to retain such Personal Data under the applicable law.
- 8.10 FiberRing shall make available to the Customer all information necessary, to the extent this is possible and reasonable, to demonstrate compliance with the conditions laid down in this Clause 8. FiberRing shall cooperate, to the extent this is possible and reasonable, with any audits conducted by the Customer or another auditor mandated by the Customer. Unless expressly agreed otherwise in writing, the costs of such audit or inspection will be borne by the Customer.
- 8.11 Any requests, questions regarding data protection legislation, in particular the GDPR, should be sent to privacy@leaseweb.com.

9. CONSEQUENCES OF TERMINATION

- 9.1 Termination or expiration of an Order or the Agreement shall be without prejudice to any rights or remedies available to - or obligations or liabilities accrued to - the Parties as at the date of termination or expiration.
- 9.2 Upon termination of an Order, (i) FiberRing will cease to provide all Services under that Order Form, and (ii) all sums due to FiberRing up to the date of termination shall become due in full immediately.
- 9.3 If FiberRing terminates the Agreement or an Order in accordance with clause 7.4 and 7.5 hereof, Customer shall pay FiberRing all of the Service Charges, actual or projected, for the period from the effective date of termination up to and including the last day of the then current Initial Term or Renewal Term (as applicable).
- 9.4 The following Clauses shall survive termination or expiration of the Agreement and continue in full force and effect, in addition to those Clauses the survival of which is necessary for the interpretation or enforcement of this Agreement: clause 8 (Personal Data/Data Protection), clause 9 (Consequences of Termination), clause 10 (Warranties and Indemnification), clause 11 (Limitation Of Liability), clause 12 (IPR) 15 (Confidentiality), clause 16 (Notices), clause 17 (Miscellaneous), and 18 (Governing Law/Jurisdiction).

10. WARRANTIES AND INDEMNIFICATION

- 10.1 Customer warrants vis-à-vis FiberRing that it: (i) has obtained, and that for the duration of the Agreement it will maintain, all of the necessary licenses, permits, and authorizations to use the Services; (ii) shall comply with all relevant laws in using the Services; and (iii) shall use the Services in compliance with the terms of the Agreement.
- 10.2 FiberRing warrants vis-à-vis Customer that it: (i) has obtained, and that for the duration of the agreement it will maintain, all of the necessary licenses, permits, and authorizations to provide the Services; and (ii) shall comply with all relevant laws in providing the Services.
- 10.3 Except as otherwise expressly provided in this Agreement, the Services are provided "as is", and FiberRing does not make, and hereby disclaims, any and all warranties, including but not

limited to any and all warranties of merchantability, satisfactory quality, or fitness for a particular purpose. FiberRing does not monitor, and disclaims all liability and responsibility for, the content of any communication transmitted by Customer, Customer's customers or end users, and disclaims all liability and responsibility for unauthorized use or misuse of the Services. FiberRing does not warrant that any Service shall be continuous or fault free.

- 10.4 It is the Customer's sole responsibility to provide Leaseweb with accurate formally verifiable Customer information and contact details in the webshop Order, the Quotation and the Customer Portal, lacking to provide such accurate verifiable Customer information and contact details and/or in case of wrongful Customer information and contact details provided by the Customer, the Customer incurs all liability for any costs, expenses and damages arising for the Customer's risk and account while indemnifying and keeping Leaseweb harmless for any consequences thereof.
- 10.5 Customer shall indemnify, defend and hold harmless FiberRing against all claims, suits, actions, and proceedings from any and all third parties, (including legal fees incurred and/or awarded against FiberRing), which are in any way related to Customer's use of the Services, including (i) claims by any of Customer's customers or other third party end users in connection with a Service, (ii) claims in connection with information transmitted by Customer or by any of Customer's customers or end users, and (iii) claims in relation to the use of Service(s) by Customer or by any of Customer's customers or end users in any manner inconsistent with the terms of this Agreement.
- 10.6 It is the Customer's sole responsibility to provide Leaseweb with accurate formally verifiable Customer information and contact details in the webshop Order, the Quotation and the Customer Portal, lacking to provide such accurate verifiable Customer information and contact details and/or in case of wrongful Customer information and contact details provided by the Customer, the Customer incurs all liability for any costs, expenses and damages arising for the Customer's risk and account while indemnifying and keeping FiberRing harmless for any consequences thereof.

11. LIMITATION OF LIABILITY

- 11.1 Neither Party shall be liable to the other Party (whether based on contract, tort or otherwise) for loss of profits, contracts or goodwill or any type of special, indirect, consequential or economic loss (including loss or damage as a result of an action brought by a third party) and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- 11.2 FiberRing shall in no event be liable vis-à-vis Customer for (i) the contents of any communications transmitted via the Services; (ii) damage to or loss of any of Customer's data (bases) or loss of technology; (iii) damage to, or theft or loss of, Customer's equipment; (iv) damage in case FiberRing has not been notified of such damage in writing within thirty (30) days after Customer has come to know of the damaging event, or should reasonably have known of it; (v) damage that is the direct or indirect result of harmful components such as computer viruses, worms, computer sabotage, and 'denial of service' attacks; and (vi) damages resulting from Service Disruptions.
- 11.3 FiberRing's total liability for all claims of Customer (whether based on contract, tort or otherwise) shall be limited to compensating direct damage, up to at most the amount of the Service Charges (exclusive of VAT) agreed for the relevant Order for the twelve (12) month period prior to the event or events giving rise to such liability. The total compensation for damage shall, however, in no event exceed the amount paid out by FiberRing's liability insurance in respect of the relevant claim.
- 11.4 Any Service Credits shall constitute Customer's single and exclusive legal remedy against FiberRing, and shall constitute FiberRing's sole liability, in relation to, or in connection with, a Service Disruption or a failure by FiberRing to meet the service

level metrics set forth in the Service Schedule, and such failure shall not be deemed to be a breach by FiberRing under the Agreement.

- 11.5 All Customer's claims for compensation of damages end in any case twelve (12) months after the damaging event has taken place, unless Customer has commenced legal action in accordance with Clause 18.2.
- 11.6 Nothing in the Agreement shall operate to exclude or limit a Party's liability resulting from (i) fraud; (ii) intent; or (iii) gross negligence.

12. IPR

- 12.1 Nothing in the Agreement shall result in the transfer of a Party's IPRs to the other Party.
- 12.2 FiberRing retains the right to use the Network and any know-how, models, methodologies, data, components, designs, utilities, objects, tools, templates, programs, modules, systems, leading practices or Schedules developed or used by FiberRing in relation to the Services for its business purposes or in providing services to its other customers.

13. DATA PROTECTION

- 13.1 Customer acknowledges that FiberRing may, by virtue of providing the Services, have access to Personal Data. The Parties intend that the Customer shall be the Data Controller and that FiberRing shall be a Data Processor in relation to such Personal Data. Where FiberRing has access to such Personal Data, Customer instructs FiberRing to process such data for the performance of FiberRing's obligations hereunder.
- 13.2 FiberRing shall be entitled to process (i) the Personal Data for the exercise of FiberRing's rights under the Agreement, and/or (ii) as required by law.

14. FORCE MAJEURE

- 14.1 A Party shall not be deemed in breach of any of its obligations under the Agreement, if and to the extent that, performance of such obligation is prevented or delayed by an Event of Force Majeure, - taking into account that Force Majeure shall not apply and Customer remains fully obligated to perform all of its obligations of the Agreement if Leaseweb was requested for an order or quotation and/or entering into an Agreement after an event that the Customer could have reasonably known or been aware of -, provided that the Party that is effected by the event of Force Majeure has:
- a) promptly notified the other Party thereof in writing, as soon as reasonably possible and no later than five (5) Business Days after the first occurrence of the Force Majeure event which shall be notified by Leaseweb on its website and/or Customer Portal or otherwise and shall be notified done by Customer by Notification to Leaseweb; and
- b) provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.
- 14.2 The Party that is affected by an event of Force Majeure shall use all reasonable endeavors to avoid or minimize the effects of an event of Force Majeure on its performance of its obligations under the Agreement.
- 14.3 Upon the occurrence of an event of Force Majeure, the time for performance shall be extended for the period of delay or inability to perform due to such occurrence, but if an Event of Force Majeure continues for a continuous period of more than sixty (60) days the other Party shall be entitled to terminate the Agreement by means of Notification.
- 14.4 During an Event of Force Majeure, Customer shall remain liable for payment of all Service Charges due under the Agreement and Customer shall not be entitled to a refund for any Service Charges paid by Customer to FiberRing for such suspended period.

15. CONFIDENTIALITY

- 15.1 During the Term, and during a period of three (3) years thereafter, a Receiving Party shall: (i) keep all Confidential Information confidential; (ii) not disclose any Confidential Information to anyone other than its employees on a need to know basis and who are bound by confidentiality, (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Agreement.
- 15.2 The obligations contained in clause 15.1 shall not apply to any Confidential Information which: (i) at the date of the Agreement is, or at any time after the date of the Agreement becomes, public knowledge other than through breach of the Agreement by the Receiving Party; (ii) can be shown by the Receiving Party to the reasonable satisfaction of the Disclosing Party to have been known to the Receiving Party prior to it being disclosed by the Disclosing Party to the Receiving Party; or (iii) is required to be disclosed or used by law.

16. NOTICES

- 16.1 Unless specified otherwise herein, any notice or other communication under or in connection with the Agreement shall be in writing and shall be delivered personally or sent by registered mail (aangetekend) or by pre-paid recorded courier delivery or by email, to the Party due to receive the notice at its address set out below or such other address as any Party may specify by notice in writing to the other:
- | | |
|-----------------|---|
| If to FiberRing | FiberRing
Hessenbergweg 95
1101CX Amsterdam,
The Netherlands
email: sales@fiberring.com |
| If to Customer | to the person and at the address as specified in the Order Form. |
- 16.2 In the absence of evidence of earlier receipt, any such notice, demand or other communication shall be deemed to have been received: (i) if delivered by hand, at the time of delivery; (ii) if posted, on the expiration of three (3) Business Days after the notice has been provided to the courier company; (iii) if sent by e-mail, the moment the e-mail has been received by a mail server or mail exchanger used or operated by the receiving Party.
- 16.3 Any failure to deliver, receive or access a notice, shall be for the risk of the receiving Party, if such failure results from a failure of the mail server used or operated by the receiving Party, or a failure or interruption in the services of a third party that manages or hosts the mail server used by the receiving Party.

17. MISCELLANEOUS

- 17.1 Should any and several of the provisions of the Agreement be invalid or null or void, this shall not affect the remaining provisions thereof. In such event, the relevant provision shall be replaced by a valid provision that reflects – to the extent possible – the purpose and the intended effect of the original provision.
- 17.2 FiberRing shall be entitled to assign any of its rights or obligations under the Agreement to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written notice to Customer.
- 17.3 FiberRing shall be entitled to sub-contract any or all of its obligations under the Agreement to a third party, provided that FiberRing shall remain liable to Customer for the performance of those obligations.
- 17.4 Neither Party shall be authorized to make press or public announcements relating to this Agreement or an Order, without the prior written approval of the other Party, such approval not to be unreasonably withheld or delayed. However, FiberRing shall - without Customer's approval - be entitled to inform third parties that FiberRing provides Services to Customer (e.g. as a Customer case, during sales activities and on FiberRing's website).

18. GOVERNING LAW/JURISDICTION

- 18.1 The Agreement, the Orders and all matters arising there from or connected therewith are governed by the laws of The Netherlands to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 18.2 The courts of Amsterdam, The Netherlands, shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Agreement and the Orders.