

These FiberRing B2B Sales Contract Schedules, consisting of these FiberRing Sales Terms and Conditions, Services Specifications, Support and Service Levels and The Policies shall, unless expressly otherwise agreed upon in writing by Leaseweb Network B.V., trading under the name "FiberRing", apply to the Quotations, the Orders, Sales Contracts, Services, Tests, Trials and any other contracts and/or legal relationships between FiberRing and Customer. The applicable version of the binding FiberRing B2B Sales Terms and Conditions as part of any Sales Contract are available and can be downloaded from the FiberRing's website at: [www.fiberring.com](http://www.fiberring.com). FiberRing expressly rejects the applicability of Customer's or third party terms and conditions.

## 1. DEFINITIONS

In the FiberRing Sales Contract Schedules consisting of the Sales Terms and Conditions, the Services Specifications, the Policies, the Order, Quotation, Sales Contract and Contract Overview, 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.

**API** means the application programming interface (or similar technology), through which Customer can access or communicate with FiberRing.

**Bandwidth** means the amount of data that is be carried from one point to another in a second, expressed in bits per second (bps).

**Basic Power** means the limit that has been set for Customer's use of electricity, on the basis of the Services Specifications, as specified in the Contract Overview, measured in amperes.

**Billing Cycle** means the frequency that FiberRing sends the invoices to the Customer as part of the Sales Contract.

**Business Day** any day from Monday to with the exception of official public holidays in The Netherlands.

**Business Hours** means the period between 08.30 hours and 17.30 hours on a Business Day.

**Confidential Information** means all information not publicly known, used in or otherwise relating to the Sales Contract, 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 Contract Start Date.

**Contract Overview** means an order confirmation notification from FiberRing to Customer made via email, through the Customer Portal or otherwise, to notify Customer that Customer's Order has been formally accepted by FiberRing and is thereby formally a Contract. The Contract Overview shall set out the Services Customer purchased from FiberRing and the relevant Sales Terms and Conditions.

**Contract Start Date** means the date on which the Sales Contract becomes effective and the Sales Contract Term commences, as specified in FiberRing's Contract Overview.

**Contract End Date** means the agreed last date of the Sales Contract Term, including any renewals.

**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.

**CPI** means the Consumer Price Index, which is the official measure of inflation of consumer prices of the Netherlands.

**Customer** means any business entity or business internet professional (i.e. not as a consumer or private user) providing for its Customer Account its business registration number and/or VAT number to the extent required by applicable law entering into any Sales Contract, Order, Quotation, trial, beta test, with respect to the provision of Services by FiberRing.

**Customer Account** means registration for the use of the FiberRing Customer Portal.

**Customer Portal** means the online services available at <https://portal.fiberring.com> for the sole purpose of executing the Sales Contract entered into by and between the Customer and FiberRing, and therefore solely binding by and between the Customer and FiberRing upon the consent and acceptance granted by the Customer for such limited and restricted use under the Sales

Contract. The Customer Portal and the FiberRing website are subject to the Terms of Use.

**Data Traffic** means the sum of data that is transmitted to and from Customer's infrastructure, measured in Bytes.

**Delivery Date** means enables Customer to use the Services for the first time, or the date on which FiberRing delivers the Equipment that is leased or sold by FiberRing to Customer.

**Disclosing Party** shall mean the Party that discloses Confidential Information to the Receiving Party, as referred to in Clause 23.

**Discount** means deduction of Fees for the percentage, amount and/or specific period during the Sales Contract Term as specified by FiberRing in the Contract Overview or the order confirmation.

**Dispute** means any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to these Sales Terms and Conditions or the Sales Contract or the performance of either Party hereunder, or to the threatened, alleged or actual breach thereof of either Party.

**Electricity Supply** means the supply of electricity, which supplies will be charged by FiberRing to Customer, measured in kWh.

**Emergency** means any situation which poses an immediate risk to: (i) a person or persons; (ii) the Data Center; (iii) the provision of one or more of the Services; (iv) the Equipment; and/or (v) the provision of Services by FiberRing to other customers.

**End User** means any client of Customer or other user of Customer's services, as well as any other person or (legal) entity who obtains access to Services via Customer.

**Equipment** means any equipment, including but not limited to: computer hardware, telecommunications hardware, Interconnection Points, accessories, attachments, Hard Disks, SSD's, alterations of and spare parts for that equipment.

**Estimated Delivery Date** means the date specified in the Order subject to order confirmation, which may vary from the Contract Start Date and/or Delivery Date.

**Fees** means the surcharges, Services Fees, costs, prices and expenses payable under the Sales Contract by Customer to FiberRing for the provision of Services and the same arising out of Customer's use of the Services, including recurring and non-recurring Fees, set out in the Services Specifications and the Contract Overview.

**FiberRing** means a private company with limited liability, formally known as FiberRing 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.

**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 Sales Contract, including: acts of God; acts of terrorists; acts of war; outbreak of hostilities; sabotage; civil disorder; riots; acts or demands of any (local) government or government agency; strikes or other labour unrest; fires; floods; earthquakes; storms; lightning, any interruption in the supply of electrical energy to the Data Center; 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; acts or omissions of

vendors or suppliers; changes in law or government policy; and other unforeseeable circumstances, provided however that the 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 FiberRing for an order or Quotation and/or entering into a Sales Contract, 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.

**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.

**Intellectual Property Rights** means any patent, copyright, trademark, trade name, service mark, moral right, database right, trade secret, knowhow and any and all other intellectual property right whether registered or not or capable of registration and whether subsisting in the country of FiberRing's principal place of business or any other part of the world together with any and all goodwill relating thereto.

**Maintenance** means maintenance, repairs, test, modifications or upgrades performed by or on behalf of FiberRing from time to time on the Network (or a portion thereof).

**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.

**Notice** means a message of one Party to the other Party in writing by registered postmail, email sent and received by a legally authorized representative of each of the Parties, or by courier or by regular postmail thereby taking into account that the Notice is deemed to have been delivered no earlier than five Business Days.

**Order** means the Customer request submitted to FiberRing for certain Services by means of the Customer Portal or by means of the Quotation signed for acceptance by the Customer, both pending and subject to FiberRing acceptance for order confirmation.

**Parties** means FiberRing and Customer, each a "Party".

**Personal Data** as defined in the GDPR.

**Policies** means the Sales Contract Schedules applicable to the Sales Contract including policies and guidelines applied by FiberRing in its relationship with Customer.

**Pre-payment** means any Fees prepaid by Customer to FiberRing in relation to a Sales Contract.

**Pro-rata Fees** means Fees that are applicable for the period between the Delivery Date and the Contract Start Date, Pro-rata Fees shall also be applicable for Contract Modifications.

**Quotation** means the document, in standard FiberRing layout, in which FiberRing has listed which Services and/or Equipment will be offered by FiberRing to Customer, including the Fees, the Estimated Delivery Date, and other Sales Contract Terms and Conditions including Billing Cycle, Sales Contract Term, Payment Term, pre-payment, direct debit for acceptance by the Customer, and any prevailing Special Conditions if offered by FiberRing, and/or any tender-bid made by FiberRing.

**Receiving Party** means the Party that receives – or is granted access to – Confidential Information by the Disclosing Party, as referred to in Clause 23.

**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).

**Sales Contract** means the Order, including the Sales Terms and Conditions, the Policies, the Services Specifications, the Support and Service Levels and all other schedules thereto if any more, pursuant to which FiberRing shall provide certain Services to Customer, which Services are indicated and confirmed on the Contract Overview.

**Sales Contract Modification Form** means the document, in standard FiberRing layout, used by FiberRing to respond to a Sales Contract Modification request, as referred to in Clause 5.

**Sales Contract Term** means the period for which the Sales Contract has been entered into as specified in the Order and confirmed in the Contract Overview that shall be automatically renewed unless

cancelled at the Sales Contract Term (Clause 20), starting on the Sales Contract Start Date and ending on the Contract End Date.

**Sales Terms and Conditions** means these B2B Sales Terms and Conditions, including the preamble preceding Clause 1.

**Service Credits** means a credit, calculated in accordance with the Support and Service Levels, applied to Customer's account, and to be used as credit against future invoices.

**Service Disruption** means an interruption, suspension or degradation in the provision of one or more Services by FiberRing to Customer; provided that such interruption or degradation is not the result of an Excluded Event (as defined in the Support and Service Levels).

**Service Levels** means the performance metrics with respect to the Services, as set forth in the Contract Overview and the Support and Service Levels.

**Service(s)** means the services to be provided by FiberRing to Customer, as agreed per Sales Contract and specified in the Contract Overview.

**Services Specifications** means the Sales Contract Schedule in which FiberRing has set out and specified the services offered by FiberRing, as well as the manner in which the services should be used, which document may be amended from time to time.

**Support and Service Levels** means the Sales Contract Schedule in which FiberRing has specified the available Service Levels, which document may be amended from time to time.

**Test** means a trial or test performed in order to verify and ensure the proper performance thereof.

**Trial Period** means any free of charge (No Fees, 100% Discount) use of the Service for the limited duration as specified in the Contract Overview or confirmed in the order confirmation, subject to Clause 4.5 including Customer verification. The free of charge use of the Service during Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by FiberRing, as confirmed in the Contract Overview or the order confirmation by FiberRing. The Contract Term starts the day after the Trial Period. The Trial Period will expire at the end of the Trial Period in case the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours CET.

**Waiver Period Discount** means a specific Discount applied to the Fees which will be charged to the Customer during the Waiver Period, specified in the Quotation or in the order confirmation.

**Waiver Period** means a specified limited duration whereby the Waiver Period Discount that is applied during the Sales Contract Term, as confirmed in the Contract Overview or the order confirmation. After the expiry of the Waiver Period, the Fees offered by FiberRing without Waiver Period Discount will automatically apply to the Service for the remainder of the Sales Contract Term (In case of a Sales Contract Modification Procedure, this is subject to Clause 5).

**Website** means the FiberRing website [www.fiberring.com](http://www.fiberring.com), subject to the Website Terms of Use. Any FiberRing B2B Sales Contract Schedules can be found at [www.fiberring.com/sales-contract](http://www.fiberring.com/sales-contract).

## 2. DOCUMENT STRUCTURE

2.1 In general, The FiberRing Sales Contract will consist of the following FiberRing B2B Sales Contract Schedules and documents, whereby in case of inconsistency or conflict between or among provisions of the following documents, the contents of the document first listed shall have precedence and shall prevail over the document listed later, in descending Sales Contract:

- The Sales Contract Modification Form (only in relation to the relevant Sales Contract that is modified);
- The Sales Contract specified by FiberRing in the Contract Overview, including any prevailing Special Conditions formally confirmed and agreed with FiberRing;
- The Sales Terms and Conditions;
- The Policies;

- e) The Services Specifications;
  - f) The Support and Service Levels.
- 2.2 The applicability of purchase terms or other terms and conditions of Customer or third parties is hereby expressly excluded.
- 2.3 FiberRing is entitled to issue new versions and thereby amend any of the applicable FiberRing B2B Sales Contract Schedules, including the Sales Terms and Conditions, the Services Specifications and the Support and Service Levels. Such amendment also applies to existing Sales Contracts for Services, unless FiberRing states otherwise formally in writing. The amendments come into effect fourteen (14) days after the announcement or on a later date stated in the announcement. The announcement may be made on FiberRing's website and/or through the Customer Portal. Any amendment to the Policies come into effect immediately upon being made available on Leaseweb's website. If Customer does not wish to accept an amendment that relates to an existing Sales Contract, the Customer has the right to terminate that Sales Contract with effect from the date on which the amendment comes into force solely by means of a written formal Notification for termination that must have been received by FiberRing within fourteen (14) days after FiberRing's announcement of a new version of any of the Sales Contract Schedule(s), unless (a) the amendments solely for the benefit of the Customer; (b) the amendments are required by law; or (c) the amendments do not materially and adversely affect Customer's use of the Services.

### 3. SCOPE OF SERVICES

- 3.1 The scope and nature of the Services offered by FiberRing are set out in the following Sales Contract Schedule: Services Specifications. The scope and nature of the available Service Levels are set out in the following Sales Contract Schedule: Support and Service Levels.
- 3.2 The Services, as well as the Service Levels, purchased or leased by Customer from FiberRing are listed in the Contract Overview.
- 3.3 FiberRing may discontinue Equipment and Services, sales, support, delivery or offerings of Equipment and Services at any time for any end of life-cycle or alternative business reasons in causing such discontinuation of Services. FiberRing will use commercially reasonable efforts to provide advance notice.
- 3.4 Customer is aware that FiberRing will no longer provide security updates or technical support for the discontinued Equipment and Services. Customer is aware that continuing to operate discontinued Equipment or Services do so at their own risk.
- 3.5 FiberRing may contact the Customer to provide alternative similar Equipment and/or Services as ordered for substitution in the Quotations and/or has the right at FiberRing's reasonable discretion to substitute and deliver such alternative similar Equipment and Services as part of the Sales Contract.

### 4. QUOTATION, ORDER AND CONTRACT OVERVIEW PROCEDURE

- 4.1 In the event that a Customer wishes to purchase or use Services or Equipment from FiberRing, Customer shall place a request with FiberRing to that effect.
- 4.2 Any request shall be submitted (i) in writing by email to request FiberRing to provide a Quotation; or (ii) by means of or through the Customer Portal for existing Customers; or (iii) by submitting an Order in the FiberRing webshop and completing the online Order process on FiberRing's website ([www.fiberring.com](http://www.fiberring.com)).
- 4.3 FiberRing shall review the request within a reasonable time after receipt thereof. If FiberRing is willing to provide the requested Service(s) and/or Equipment, FiberRing shall confirm such to Customer in writing, by sending (i) a Quotation to Customer or (ii) (in case of the online Order process on FiberRing's website) by sending an order receipt.
- 4.4 If Customer approves the Quotation, an authorized representative of Customer shall confirm such to FiberRing by

signing the approved Quotation received from the FiberRing e-signature system, for its understanding and acceptance of the FiberRing B2B Sales Contract Schedules including the Sales Terms and Conditions in the Quotation. A signed Quotation will be referred to and qualify as an Order.

- 4.5 FiberRing reserves the right to reject the Order by giving written notice to Customer, taking into account a fourteen (14) day notice period upon FiberRing's sole discretion at reasonable grounds, including: (i) if a Customer does not pass the FiberRing Know Your Customer (KYC) Customer verification requirements (ii) or in case of (alleged) breach with the Policies, (iii) or if a Service and/or Equipment is not available, (iv) or the Estimated Delivery Date cannot be met, (v) or in case of an incorrect offering or Fees or FiberRing does not receive the pre-payment or deposit or financial security or fails a credit check, exceeds a credit limit, if applicable (vi) or in case of outstanding Fees of any overdue invoices and/or (vii) Payment Schedule Plan applies and at any other reasonable grounds at FiberRing's discretion.
- 4.6 In case the Order has been fully accepted by FiberRing, it will become a Sales Contract as specified to Customer in the Contract Overview containing Fees, Sales Contract Term and Sales Terms and Conditions.

### 5. SALES CONTRACT MODIFICATION PROCEDURE

- 5.1 During the Term of the Sales Contract, Customer may submit a Sales Contract Modification request. Customer should submit its Sales Contract Modification request by email or the Customer Portal to FiberRing.
- 5.2 FiberRing shall be entitled to set conditions for a Sales Contract Modification request, e.g. adjustment of the Service Fees, payment by Customer of a Fee for administrative activities and/or payment by Customer of any other non-recurring Fees applicable to such Sales Contract Modification request through the Customer Portal, or by means of FiberRing's Quotation for Customer's acceptance in accordance with Clause 4.4.
- 5.3 In case of a Sales Contract Modification request relating to a Sales Contract that has a Contract Term of one (1) month, the Sales Contract Term shall automatically be extended with one renewal month.
- 5.4 Every Sales Contract Modification request is subject to acceptance by FiberRing, which may be granted or withheld at FiberRing's sole discretion as described in Clause 4.5.
- 5.5 Any request for Sales Contract Modification shall only be valid if fully accepted and confirmed by FiberRing by means of a Contract Overview establishing the Modification Sales Contract.
- 5.6 In case of a Sales Contract Modification submitted by Customer during the Trial Period, the Trial Period will end immediately and will be converted into a Sales Contract after acceptance of the Modification by FiberRing and the Customer forfeits the Trial Period, the Contract Start Date of the Sales Contract will commence on the day the Modification has been accepted by FiberRing, as confirmed in the Contract Overview or the order confirmation.
- 5.7 In case of a Sales Contract Modification submitted by Customer during the Waiver Period, the Waiver Period Discount will end immediately, and for the remainder of the Sales Contract the Fees offered by FiberRing without Waiver Period Discount shall apply, as confirmed in the Contract Overview or the order confirmation by FiberRing.

### 6. DELIVERY OF EQUIPMENT AND SERVICES

- 6.1 FiberRing shall use commercially reasonable efforts to ensure that:
- a) the Services will be ready for Customer's use on the Estimated Delivery Date; and
  - b) any Equipment sold by FiberRing to Customer will be delivered on the Estimated Delivery Date at the Data Center, as specified in the Order.

In view of the foregoing, Customer acknowledges that the Delivery Date is a target date.

- 6.2 FiberRing will confirm the actual Contract Start Date in the Contract Overview. FiberRing may – at its sole discretion – unilaterally delay the Delivery Date and/or Sales Contract Start Date, by giving written notice to Customer, taking into account a notice period of at least five (5) days, provided that Customer shall be entitled to a credit equal to ten percent (10%) of the non-recurring Fees, referred to in Clause 10.4 (b), with respect to the affected Service if FiberRing unilaterally delays the Delivery Date and/or Sales Contract Start Date by more than thirty (30) days after the Sales Contract Start Date or Estimated Delivery Date. FiberRing's notice of delay shall state a new Contract Start Date and/or Estimated Delivery Date.
- 6.3 With effect from of the Delivery Date, the Equipment shall be for the risk and benefit of Customer. However, title of ownership to the Equipment will only pass to Customer on the receipt by FiberRing of payment - in full - of the Fees for such Equipment, as specified in the Contract Overview. For the avoidance of doubt: In the event that Customer leases Dedicated Equipment, such lease will be an operational lease and payment of Service Fees shall not constitute any transfer of ownership of such Dedicated Equipment to Customer.
- 6.4 In case Customer has a complaint with respect to:
  - a) the Service, Customer shall provide written notice to FiberRing, including in reasonable detail the grounds for its complaint, within two (2) days from the Delivery Date in the absence whereof Services shall be deemed to be approved by Customer;
  - b) any Equipment sold by FiberRing to Customer, Customer shall provide written notice to FiberRing, including in reasonable detail the grounds for its complaint, within five (5) days from the Delivery Date in the absence whereof such Equipment shall be deemed to be accepted and approved by Customer.
- 6.5 In the event that Customer has provided its written complaint in accordance with Clause 6.4, and such complaint is found to be justified, FiberRing shall take such action as necessary, and as expeditiously as reasonably practicable, to correct or cure such defect or failure. FiberRing will subsequently notify Customer hereof once the Service or Equipment is functioning properly and the complaint periods specified in Clause 6.4 shall (re)commence on the date of such notice.

## 7. USE OF SERVICES AND EQUIPMENT

- 7.1 Customer using the Services, software or Equipment, maintaining due care in respect of keys and access thereto, all within scope of the relevant Sales Contract, applicable laws and the Policies. Customer's use of any information obtained via the Network is at Customer's own risk. FiberRing expressly disclaims any responsibility for the accuracy or quality of information obtained through its Services.
- 7.2 FiberRing is not responsible or liable for and makes no representation or warranty, express or implied, with respect to the accuracy, quality or completeness of the (content of) information and communications, in whatever form transmitted over the Network.
- 7.3 Customer acknowledges that, by offering or providing the Services, FiberRing does not publish or otherwise provide Customer's content to any End Users. Customer agrees that Customer shall, at all times, be solely responsible for all content including but not limited to text, graphics, sound, video, data and any aspect of Customer's content.

## 8. PERSONAL DATA / DATA PROTECTION

- 8.1 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. 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 Sales Contract and upon FiberRing's legitimate interests.
- 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 to the extent such measures may be reasonably expected of FiberRing meet all requirements under the applicable data protection legislation.
- 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 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.
- 8.8 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 Sales Contract, 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 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.

- 8.12 We may use your Personal Data for the purpose of sending you direct marketing (whether by messaging within our Service, by email or by other means) that offer or advertise the following products and Services, but not limited to:
- a) The FiberRing products and Services and similar Services and the products and Services of our Affiliate and third party suppliers, including network services, cloud computing services, payment services, location and mapping services and other social media, entertainment, e-commerce, information and communications software and services; and third party providers of Internet Services and products and Services relating to technology, that we think may be relevant to you.
- 8.13 Customer shall have the option to unsubscribe from any direct marketing messages.

## 9. KNOW YOUR CUSTOMER, CREDIT APPROVAL AND FINANCIAL SECURITY

- 9.1 The provision of Services or use of Equipment by FiberRing to Customer is subject to Know Your Customer (KYC) verification requirements and any credit limit requirements during the Sales Contract Term set by FiberRing in its sole discretion as condition for the acceptance process set forth in Clause 4.5.
- 9.2 FiberRing may, at any time, by notice in writing impose a credit limit on Customer to an amount to be determined by FiberRing applicable to the Order value. Any Orders for Services required by Customer in excess of any such credit limit will require Customer to prior deposit an amount equal to or greater than the amount by which Customer will exceed the credit limit.
- 9.3 In addition to Clause 9.1, FiberRing may require Customer to provide a deposit or a financial security by means of a bank guarantee or a parent guarantee, to be solely determined by FiberRing or other security satisfactory to FiberRing as condition for the acceptance process set forth in Clause 4.5.
- 9.4 Any deposit or bank guarantee or parent guarantee shall be held by FiberRing as security for the payment of the Fees and any other amounts due under the Sales Contract. Upon termination or cancellation of the Sales Contract, FiberRing may apply a 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. Any deposit paid by Customer pursuant to this Clause will not carry any interest.

## 10. TERMS OF PAYMENT

- 10.1 For Equipment purchased by Customer from FiberRing, Customer shall pay to FiberRing the purchase Fee specified in the Contract Overview. For the use of the Services, Customer shall pay to FiberRing the Fees. Unless specified otherwise, all Fees are in Euro and exclusive of VAT.
- 10.2 FiberRing is entitled to increase any of the Fees for annual automatic price indexation, with a maximum increase of (a) five percent (5%); or – if higher – (b) the CPI for the previous year. The increase indexation leading to automatic adjustment of Fees will be implemented each year on the anniversary of your Service's Contract Start Date (when your service continues after completing another year). In case of multiple Services with different Contract Start Dates, the Fees adjustment will automatically apply to the month(s) that the respective Service(s) completes an (other) anniversary. FiberRing may notify the price indexation by means of an announcement and or email stipulating the specific annual increase of such adjustment of Fees for sole clarification purposes, notwithstanding its right to apply the maximum increase to the invoices of such Services

automatically for purpose of Fees adjustment based on annual price indexation.

- 10.3 In addition to and separate from the annual price indexation in Clause 10.2, Leaseweb is entitled at its sole discretion to automatically add on, pass on, pass through, embed, implement and surcharge to any Services Fees to the extent applicable (a) changes in any (license) fees, purchase tariffs or costs of any products, software, hardware, right to use, electricity, water, gas or other utility services, increased taxes, or any other expenses incurred as procured or leased by Leaseweb from third parties: (i) used by Leaseweb in the provision of Services to Customer; (ii) or licensed, provided or resold by Leaseweb to Customer; and or (b) any costs incurred or fees payable for the use of any third party Payment Services Provider in connection with the payment method.
- 10.4 Unless specified otherwise in the Contract Overview, FiberRing will invoice:
- a) the Fees of any Equipment sold by FiberRing to Customer, prior the Delivery Date;
  - b) setup Fees, Service activation Fees and any other non-recurring Fees, upon the Delivery Date or upon the Contract Start Date, whichever is earlier; and
  - c) all recurring Service Fees including Monthly Fees, as from the Contract Start Date, monthly in advance,
  - d) Pro-rata Fees, which will be invoiced in arrears in the first invoice after the Contract Start Date,
  - e) use of Services above the agreed levels of Service and/or additional Services e.g. with respect to the usage of Bandwidth and/or Data Traffic which will be invoiced monthly in arrears.
- 10.5 In deviation of Clause 10.4 (a), FiberRing may require Customer to make a Pre-payment to FiberRing in relation to any Service or Equipment purchased by Customer from FiberRing.
- 10.6 FiberRing will send invoices to Customer by e-mail, in a portable document format (PDF) and make it available in the Customer Portal. At Customer's request, FiberRing will – as an extra Service – provide Customer with a printout of the invoice, via regular mail. For such extra Service, Customer shall pay a Service Fee to FiberRing, in relation to the additional (administrative) activities performed by FiberRing and the costs of the mail service.
- 10.7 Unless specified otherwise in the Contract Overview, all invoices sent by FiberRing to Customer are payable by Customer to FiberRing within fourteen (14) days from the invoice date (applicable and binding Payment Term).
- 10.8 FiberRing is entitled to require Customer to make free of charge payment by means of Direct Debit as standard default method of payment for any Order, or any other free of charge payment method, automatically applicable and authorized by Customer by submitting the Order. If the Customer prefers and chooses any other non-free of charge payment method incurring costs charged by a third party Payment Services Provider, all such costs and charges shall be accepted and borne and paid by Customer (if possible directly to third party Payment Services Provider). FiberRing has the right and Customer has the obligation if so instructed by FiberRing in the Customer Portal, to make credit card payment to the regional FiberRing Payment Service Provider acting on behalf of FiberRing under the Sales Contract.
- 10.9 The billing cycle is determined by FiberRing in any Order and included in the Sales Contract Terms.
- 10.10 FiberRing will be entitled to charge an administrative Fee of five hundred Euros (€ 500,00--) to Customer, if: (i) Customer has cancelled the Direct Debit authorization during the Sales Contract Term; or (ii) payment to FiberRing has been reversed or denied.
- 10.11 In case Customer has a complaint with respect to an invoice, Customer shall dispute such complaint in writing to FiberRing within the Payment Term, in the absence whereof invoices are deemed to be approved by Customer. A complaint with respect to an invoice shall only be taken into consideration in the event that the complaint specifies the dispute of relevant invoice(s)

and provides proper motivation for the complaint. In such case, the Parties will use commercially reasonable efforts to resolve the dispute amicably within twenty (20) days of FiberRing's receipt of Customer's complaint, firstly at the level of each Party's senior management and – failing satisfactory resolution within fifteen (15) days – secondly at the Parties executive Managing Director level. In the event Parties fail to resolve the dispute amicably within twenty (20) days of FiberRing's receipt of Customer's complaint, each Party shall be entitled to commence dispute resolution in accordance with Clause 28.2.

10.12 Customer shall not be entitled to any set-off, waiver or deduction of payment of an invoice. Customer's right to suspend payment of (part of) an invoice is limited to the amount of the invoice that is disputed in good faith by Customer, in accordance with Clause 10.11. In the event Customer's complaint is found to be unjustified, Customer will immediately pay the outstanding amount, plus interest in accordance with Clause 10.13.

10.13 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Clause 10.11, or Customer does not pay the undisputed part of the invoice within the Payment Term, Customer shall be in breach of the Sales Contract and FiberRing will, without a warning or notice of default being required, be entitled to (i) charge Customer interest on such sum on a daily basis from the due date until the date of payment on the basis of the default interest rate plus two percent (2%), without prejudice to FiberRing's other rights and remedies.

10.14 If Customer does not pay an invoice within the Payment Term, in the event that such invoice has not been disputed in accordance with Clause 10.11, FiberRing may hand it over to an external collection agency. Any collection costs and expenses incurred by FiberRing shall be borne by Customer.

## 11. TAXES

11.1 Unless specified otherwise, all Fees are exclusive of any sales tax, VAT, or similar tax. Customer shall be responsible for and shall pay all sales, use, excise, or similar consumption taxes (including VAT, when applicable) arising out of the Sales Contracts. The Parties are of the view that the use or provision (as appropriate) of the Colocation Service will not create a relationship of lessor/landlord and tenant between the Parties.

11.2 The Parties agree that the amount charged by FiberRing for its services does not qualify as a royalty, interest or dividend as mentioned in the OECD model convention and its commentary. Taxes that must be withheld at source in the country where the client resides are for the account of the Customer. This means that the amount payable on the invoice is to be considered an amount after source taxes.

## 12. SUSPENSION

12.1 FiberRing shall be entitled to immediately suspend the provision of any of the Services and/or to suspend Customer's right to access or use the Customer Portal and/or to suspend Customer's right to access to the Equipment, on giving written notice to Customer, in the event that:

- a) FiberRing receives an order or ruling or decision to that effect from a court, any law enforcement authority or any (other) governmental authority;
- b) Customer is or can reasonably be expected to be in breach of the Acceptable Use Policy (part of the Policies), and fails to take (timely) remedial action in accordance with the Abuse Policy (part of the Policies) after receipt of a notice from FiberRing, provided always that FiberRing may immediately suspend Services without providing a remedy period if the continued provision of Services if this causes material breach under the Sales Contract and/or may subject FiberRing to incur liability vis-à-vis third parties, and/or may cause an Emergency;
- c) Customer's consumption of electricity exceeds Basic Power (specified in the Contract overview) and Customer fails to

reduce its electricity consumption to a level on or below Basic Power within three (3) days after having received notice thereon;

- d) Customer's consumption of Data Traffic or Bandwidth exceeds the Committed Data Traffic or the Committed Bandwidth (specified in the Contract Overview), as the case may be, and Customer fails to reduce such consumption to a level on or below the Committed Data Traffic or the Committed Bandwidth, as the case may be, within three (3) days after having received notice thereon;
- e) Customer has failed to maintain the licenses, permits, and authorizations required to use the Services and/or the Equipment and fails to remedy such failure within seven (7) days after having received written notice thereon;
- f) Customer does not effectively cooperate with any investigation of Customer's alleged improper or unlawful use of the Services, the Network or other networks accessed through FiberRing;
- g) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in clause 10.13, within a period of seven (7) days after having received the Final Reminder Before Suspension Notice thereon;
- h) the Services, software, or Equipment are exported or used in a country, or used by a Customer or an End User, in violation of the restrictions referenced in Clause 16.8; and/or
- i) Customer is in breach of any of the other provisions of the Sales Contract and Customer fails to remedy such breach within fourteen (14) days after having received written notice thereon, provided always that FiberRing may immediately suspend Services without providing a remedy period if the continued provision of Services if this causes material breach under the Sales Contract and/or may subject FiberRing to incur liability vis-à-vis third parties, and/or may cause an Emergency;
- j) FiberRing has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, upon written request, confirm to FiberRing in writing that it will fully perform in conformity with its obligations under the Sales Contract.

12.2 FiberRing shall be entitled to continue the suspension or limitation described in Clause 12.1 until: (i) Customer has remedied the breach and has paid the deactivation Fee specified in Clause 12.3; or (ii) the Sales Contract has been terminated by FiberRing in accordance with Clause 21.

12.3 Following suspension of the provision of the Services and/or access to the Equipment, in accordance with this Clause 12, FiberRing may claim -and Customer shall pay upon demand- a deactivation Fee in the amount of sixty two Euros and fifty cents (€ 62.50), in relation to the (administrative) activities performed in order to suspend and – if applicable – to recommence the provision of the Services and/or Customer's (right to) access to the Equipment.

## 13. SERVICE DISRUPTION

13.1 Immediately on becoming aware of a Service Disruption, Customer shall notify FiberRing by e-mail and by telephone of the Service Disruption and shall provide FiberRing with the appropriate information in accordance with Chapter B of the Support and Service Levels.

13.2 Following notification by Customer in accordance with Clause 13.1, FiberRing shall:

- a) notify Customer of the estimated timescale for restoration of the affected Services, on FiberRing's website and via e-mail;
- b) use its best endeavors to end the Service Disruption and to restore the affected Services; and – as necessary -
- c) provide Customer with information updates on its progress to end the Service Disruption.

- 13.3 Instead of restoring a Service, FiberRing may elect to substitute such affected Service by a reasonably equivalent Service.
- 13.4 In the event of a Service Disruption, Customer may be entitled to compensation in the form of a Service Credit as specified in the Support and Service Level.

#### 14. MAINTENANCE AND TESTING

- 14.1 FiberRing has the right to Suspend the Services and may perform Maintenance, or cause Maintenance to be performed and, to its Equipment and the Network as it deems necessary to ensure proper functioning of the Services. FiberRing will perform this Maintenance at no additional charge to Customer, unless such Maintenance or repair is required by reason of an act or omission of Customer, or its employees, agents or contractors, in which case such Maintenance or repair is made by FiberRing, at Customer's sole expense, in accordance with FiberRing's then current time and materials rates.
- 14.2 Customer acknowledges that FiberRing will from time to time have to perform Maintenance in order to ensure a proper performance of the Network, Data Center and the Services and that such Maintenance may affect the provision of the Services to Customer. Maintenance may result in the temporary suspension of the Services, and any such suspension shall not be considered a breach by FiberRing.
- 14.3 If FiberRing expects scheduled Maintenance will – or is reasonably likely to as referred to in Clause 14.2, to affect the provision of the Services and/or access to the Equipment, FiberRing shall:
- to the extent reasonably possible - provide at least three (3) days prior notice to Customer of the intended Maintenance;
  - to the extent reasonably practicable - schedule such Maintenance and any related suspension of the Services and/or access to the Equipment within the Maintenance Window, so as to minimize any adverse effect of the Maintenance on Customer's use of the Services and/or access to the Equipment; and
  - endeavor to keep the duration of any interruption or suspension or degradation in the provision of the Services and/or Customer's access to the Equipment as short as possible.
- 14.4 If FiberRing does not expect scheduled Maintenance, referred to in Clause 14.2, to affect the provision of the Services and/or access to the Equipment, FiberRing shall be entitled to perform such Maintenance at any time, without taking into account a notice period.
- 14.5 Customer acknowledges that FiberRing may from time to time have to perform non-scheduled Maintenance, in order to resolve or prevent an Emergency. FiberRing shall be entitled to perform such Maintenance at any time, without taking into account a notice period. FiberRing shall in such case notify Customer of such Emergency and the need to perform Maintenance without undue delay.
- 14.6 Customer acknowledges that FiberRing will from time to time perform Tests and that Tests may be performed at any time, without taking into account a notice period.
- 14.7 FiberRing will have sole responsibility for negotiating, executing and administering the contracts related to the operation and Maintenance of the Network and/or the Connection Port.
- 14.8 Customer shall give FiberRing immediate access to its Equipment if FiberRing deems this necessary to remedy a Service Disruption of the Services.

#### 15. WARRANTIES

- 15.1 Each Party warrants, represents and undertakes that it:
- has obtained and that it will - at least for the duration of the Sales Contract - maintain all of the necessary licenses, permits, and authorizations to use or provide (as appropriate) the Services and the Equipment;

- shall comply with all relevant laws in providing or using (as appropriate) the Services;
  - shall use or provide (as appropriate) the Services with all due skill, care and diligence, at least in accordance with good industry practice.
- 15.2 Without limiting the generality of Clause 15.1, Customer warrants, represents and undertakes that (i) it shall pay all due local access- or telecommunications Fees applicable to transmitting data beyond the Network and/or through other public and private networks, as necessary and related to Customer's use of the Services; and (ii) it owns or has the right to use and offer the content stored on the FiberRing infrastructure and/or transmitted by Customer over the Network.
- 15.3 With respect to software licensed or resold or otherwise given into use under a Sales Contract by FiberRing to Customer, Customer warrants, represents and undertakes that it shall comply with the all provisions and compliance requirements including but not limited to audits of any End user license automatically applicable related to such software.
- 15.4 With respect to the Equipment sold by FiberRing to Customer, FiberRing will provide a hardware warranty to Customer that is equivalent or equal to the warranty granted to FiberRing by the manufacturer/supplier of such Equipment. To the extent possible:
- FiberRing will transfer to Customer and Customer will accept the warranty that FiberRing has received from the manufacturer/supplier of the Equipment; or
  - FiberRing will arrange that the manufacturer/supplier of the Equipment grants such warranty directly to Customer.
- In the events referred to under a) and b) of this clause, Customer will not have any recourse against FiberRing with respect to such Equipment sold by FiberRing to Customer, but instead may seek recourse directly from the manufacturer/supplier of such Equipment.
- 15.5 With respect to software licensed or sublicensed or otherwise given in to use or provided to Customer by FiberRing, FiberRing will provide a (software) warranty that is equivalent or equal to the warranty granted to FiberRing by the manufacturer/supplier /licensor of such software. To the extent possible:
- FiberRing will transfer to Customer and Customer will accept the warranty that FiberRing has received from the manufacturer / supplier of the software; or
  - FiberRing will arrange that the manufacturer/supplier of the software grants such warranty directly to Customer.
- In the events referred to under sub a) and b) of this clause, Customer will not have any recourse against FiberRing with respect to such software, but instead should seek recourse directly from the manufacturer/supplier of such software.
- 15.6 Without limiting Clause 15.5, the Customer Portal (including the use thereof, and the related services) is provided 'as is'; and otherwise FiberRing hereby disclaims any and all warranties of any kind, whether express or implied, relating to the Customer Portal and the API, the software used therein or as part thereof, and any data accessed there from, including any implied warranties of title, satisfactory quality, fitness for a particular purpose and non-infringement. It is the Customer's sole responsibility to provide FiberRing with accurate formally verifiable Customer information, contact details, and any other relevant (segmentation) information added in the webshop Order, the Quotation and the Customer Portal, lacking to provide such accurate verifiable Customer information, contact details and any other relevant information 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.
- 15.7 Notwithstanding Clause 15.5 and Clause 15.6, FiberRing does not warrant that the Customer Portal, the software used therein or as part thereof, or the related services, or the Customer's use

thereof, are or will be error free or will operate without interruption.

- 15.8 The Services, software and Equipment may be subject to international (including EU and US) rules that govern the export of Products and Services, software and Equipment. Customer warrants that it shall comply with all End user, end-use, or destination restrictions issued by national governments, EU, US or similar bodies, and restrictions on embargoed nationals and nations and export control.
- 15.9 The warranties expressly set forth in the Sales Contract constitute the only warranties of FiberRing regarding the Services and the Equipment and such warranties are in lieu of all other warranties, express, implied, written, oral or statutory, by operation of law or in fact, including but not limited to warranties of merchantability, availability, uptime, non-infringement or fitness for a particular purpose. Without limiting the generality of the foregoing, FiberRing does not warrant that the Services, or the Customer's use thereof, are or will be error free or will operate without interruption.

## 16. INDEMNIFICATION

- 16.1 Without limiting any other legal remedy available to FiberRing, Customer shall indemnify and hold harmless FiberRing against all actions, losses, costs, damages, awards, expenses, fines, fees (including legal fees - including attorney and collection agency fees - incurred and/or awarded against FiberRing), proceedings, claims or demands brought or threatened against FiberRing by a third party: (i) related to content stored or transmitted through the Services; (ii) arising out of the use by Customer of the Services, (iii) related to any willful or negligent act or omission of Customer.
- 16.2 In respect of the indemnification under Clause 17.1, Customer shall at its sole expense (a) provide FiberRing with full authority, information and assistance as is reasonably necessary for the defence, compromise or settlement of the third party claims; and (b) at the request of FiberRing, take those steps that are reasonably required to put FiberRing in the financial position it would have been in if said third party claim did not occur.

## 17. LIMITATION OF LIABILITY

- 17.1 Neither Party shall be liable to the other Party in respect of any breach of an obligation, warranty or guarantee under the Sales Contract for loss of profits, loss of revenue, loss of anticipated savings, loss or any plant or facility, loss of opportunity, loss of goodwill, special or punitive damages, loss of contract or loss or damage as a result of an action brought by a third party or any type of indirect or consequential loss and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.
- 17.2 FiberRing shall not be liable for:
- any harm or personal injury to Customer or Customer's employees, clients, representatives or agents, except when such harm or personal injury is the direct result of negligence or willful misconduct on the part of FiberRing;
  - any transaction, which Customer may enter into with a third party using the Services;
  - the contents of any information and/or communications transmitted via the Equipment and/or Services or for any information or content on the Internet;
  - the contents of any information and communication, in whatever form, transmitted by Customer over the Network;
  - the accuracy or quality of information obtained through the Services;
  - damage to or loss of any of Customer's data (bases) or loss of technology, except when such damage or loss is the direct result of gross negligence or wilful misconduct on the part of FiberRing;

- damage to or loss or destruction of Colocated Equipment, except when such damage or loss is the direct result of gross negligence or willful misconduct on the part of FiberRing;
  - damage that is the direct or indirect result of the actions of Customer contrary to (one of) its obligations under the Sales Contract;
  - damage that is the direct or indirect result of an inaccuracy of the information provided by or on behalf of Customer;
  - damage that is the direct or indirect result of the suspension of Services by FiberRing, as referred to in Clause 12 and Clause 14;
  - damage that is the direct or indirect result of the Customer Portal being (temporarily) offline or otherwise unavailable;
  - damage that is the direct or indirect result of the Customer's use of the Customer Portal;
  - damage that is the direct or indirect result of a Denial-of-Service (DDoS) attack, or other attack that results in a peak in data traffic, or any damage resulting from successful or unsuccessful hack attempts, regardless whether protected by an SSL certificate or (hardware) firewall provided by or through FiberRing;
  - damage in case FiberRing has not been notified of such damage in writing within eight (8) days after Customer has come to know of the damaging event, or should reasonably have known of it; or
  - any damage in case and insofar as such damage is covered by any insurance effected by or for the benefit of Customer.
- 17.3 Notwithstanding any other provision of the Sales Contract, FiberRing shall not be liable to Customer, if changes in any of its facilities, procedures, or Service: (i) render obsolete Colocated Equipment in conjunction with its use of the Service; (ii) require modification, alteration or relocation of such Colocated Equipment; or (iii) otherwise affect the performance of such Colocated Equipment.
- 17.4 The legal remedies outlined in Clauses 6.2 and 21.4a) constitute all legal remedies available to Customer in relation to a delay of the Delivery Date or Contract Start Date by FiberRing. FiberRing shall have no other liability to Customer if the Service is not ready for Customer's use on or after the Delivery Date or any delay thereof; or - if the installation is to be performed by FiberRing - the installation is not completed by the Delivery Date, or any delay thereof.
- 17.5 The legal remedies outlined in Clause 13.4 and Clause 21.4b) constitute all legal remedies available to Customer in relation to a Service Disruption and any failure by FiberRing to meet the agreed Service Levels.
- 17.6 Should FiberRing be liable in spite of the provisions set out above in this Sales Contract or the Services Specifications, this liability shall in no case exceed the amount of Service Fees paid by Customer to FiberRing with respect to the twelve (12) month period prior to the event or events giving rise to such liability, or this liability is limited to the lower amount that is in the relevant case paid out by the general liability insurance of FiberRing. All Customer's claims for compensation end in any case twelve (12) months after the damaging event has taken place, unless: (i) Customer and FiberRing have come to a written arrangement; or (ii) Customer has commenced legal action in accordance with Clause 27.
- 17.7 Nothing in the Sales Contract shall exclude or limit the liability of Customer to: (i) pay the Service Fees; or (ii) repair (or if repair is not practicable, replace) any tangible physical property intentionally or negligently damaged by Customer or its representatives or employees.
- 17.8 Nothing in this Sales Contract shall operate to exclude or limit a Party's liability resulting from (i) death (ii) willful or fraudulent misrepresentation; or (iii) willful misconduct; or (iv) gross negligence; or any other statutory liability not capable of limitation.
- 17.9 Each Party has a duty to mitigate damages for which the other Party may be responsible.



## 18. INSURANCE

18.1 Customer shall obtain and - at least for the duration of the Sales Contract - maintain the following insurances with a reputable insurance company, which (at minimum) covers:

- a) third party liability;
- b) Customer's liability towards FiberRing; and
- c) Customer's liability as an employer towards Customer's employees; in each case up to an amount per event of - at least - three (3) times Customer's total annual Service Fees, with a minimum of one million Euros (€ 1,000,000. --).

Under no circumstances shall FiberRing be obligated to provide insurance coverage for any of the Colocated Equipment or other Customer property installed within the POP and/or the Data Center.

18.2 Customer shall provide FiberRing with documentation evidencing Customer's compliance with the provisions set out above in this Clause 18, within ten (10) days of FiberRing's request to that effect. In general, FiberRing considers a written statement by Customer's insurance company, confirming Customer's compliance, to be sufficient evidence.

## 19. SALES CONTRACT TERM / CANCELLATION

19.1 The Sales Contract Term commences on the Contract Start Date and has full effect during the Contract Term.

19.2 At the Contract End Date Term, the Sales Contract shall be renewed automatically for successive Contract Terms unless cancelled by either FiberRing (Clause 19.3) or the Customer (Clause 19.4).

19.3 In case FiberRing does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date FiberRing has the right to cancel and notify the Customer from the Customer Portal or otherwise, taking into account a termination notice period of at least:

- a) one (1) hour, in the event of a Contract Term of one (1) month;
- b) two (2) months, in the event of a Contract Term of three (3) months or longer

19.4 In case the Customer does not agree to such renewal of the Contract Term and wishes to cancel the Service at the Contract End Date, the Customer has the right to cancel and is required to make a cancellation notice by using the cancellation option in the Customer Portal taking into account a cancellation notice period of at least:

- a) one (1) hour, in the event of a Contract Term of one (1) month, provided that such notice is submitted by means of the Customer Portal;
- b) two (2) months, in the event of a Contract Term of three (3) months or longer.

19.5 The Trial Period will automatically be converted into a Sales Contract based on the prior agreed Contract Term as requested by the Customer and Fees offered by FiberRing, unless the Customer cancels the Service during the Trial Period via the Customer Portal, taking into account the mandatory one (1) hour cancellation notice period before the end of the Trial Period. This means a cancellation notice submitted by Customer via the Customer Portal no later than 23.00 hours CET.

## 20. EARLY TERMINATION

20.1 A Party is entitled to terminate the Sales Contract during the Contract Term prior to the Contract End Date by giving written Notice by separate email or post mail to the legally authorized representative of other Party, without an obligation to take into account a notice period, if:

- a) the other Party has ceased to exist or has been dissolved;
- b) the other Party has been declared bankrupt, or it has been granted suspension of payments or entered into voluntary liquidation;
- c) the other Party's business has been discontinued;

d) the other Party is in breach of any of the other terms of the Sales Contract and -if and to the extent such breach can be remedied- fails to remedy such breach within a period of thirty (30) days after having received notice with respect to the breach; and/or

e) the other Party is unable to perform its obligations due to an event of Force Majeure, provided that the event of Force Majeure has lasted more than sixty (60) days and the Parties are unable to reach a temporary solution for the Force Majeure period in spite of having negotiated in good faith with respect to such temporary solution.

20.2 FiberRing is entitled to terminate the Sales Contract with immediate effect, by giving written notice to Customer, without an obligation to take into account a notice period, in the event:

a) the provision of the Services and/or access to the Equipment has been suspended in according with Clause 12.1 for seven (7) or more consecutive days; and/or

b) in the event the continued provision of the Services under the Sales Contract cannot reasonably be expected from FiberRing, e.g. if (i) Customer or its End User has - according to FiberRing's findings- repeatedly breached the Acceptable Use Policy or there is reasonable doubt of breach of the Policies; and/or (ii) the continued provision of the Services may subject FiberRing to a third-party claim; and/or

c) Customer does not pay an invoice within the Payment Term and fails to pay such invoice, plus the interest referred to in Clause 10.13 within a period of fourteen (14) days after having received notice thereof; and/or

d) of a change of ownership or Control of Customer if - in FiberRing's view - (i) the party that acquires ownership or Control of Customer is of lesser socio-economic standing than the party which owned Customer or had Control of Customer as at the Effective Date; and/or (ii) Customer's credit position is adversely affected by such change of ownership or Control; and/or

e) a court has ruled or decided, or FiberRing reasonably expects that a court will rule or decide, that the provision of any Service infringes upon the Intellectual Property Rights of a third party; and/or

f) FiberRing has good reasons to fear that Customer will materially breach its obligations under the Sales Contract, and Customer does not, within three (3) Business Days upon written request, confirm to FiberRing in writing that it will fully perform in conformity with its obligations under the Sales Contract.

20.3 FiberRing is entitled to terminate the Sales Contract by giving written notice to Customer, taking into account a notice period of at least thirty (30) days, in the event that:

a) FiberRing has received notification from its lessor or landlord with respect to termination or expiration of the Facility Contract where the Housing Space - that has been licensed to Customer - is located; and

b) FiberRing will, for any reason, not be able to arrange for an alternative and suitable location for the Housing Space within a period of thirty (30) days after having received notification from its lessor or landlord, such to be determined at FiberRing's sole discretion.

20.4 Customer shall be entitled to terminate the relevant Sales Contract with immediate effect, by giving written Notice to FiberRing, without an obligation to take into account a notice period, if:

a) FiberRing unilaterally delays Contract Start Date, and such delay lasts for thirty (30) days after having received a prior Notification of Customer's intention to terminate; and/or

b) FiberRing fails to remedy a Service Disruption that results in the Service provided under the Sales Contract being fully unavailable or unusable, within thirty (30) days after having received a prior Notification of Customer's intention to terminate.

20.5 A Party may only terminate the Sales Contract in accordance with the termination rights explicitly granted to such Party in the Sales Contract.

20.6 In the event of cancellation or termination of a Resell Agreement, FiberRing shall be entitled to cancel any affected Sales Contract 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.

## 21. EFFECTS OF CANCELLATION/TERMINATION

21.1 Termination or cancellation of the Sales Contract 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.

21.2 Upon termination or cancellation of the Sales Contract:

- a) FiberRing shall cease to provide all Services;
- b) FiberRing shall be entitled to erase and delete any and all data of Customer -and any and all data of Customer's End Users- from FiberRing's Equipment, including from the Dedicated Equipment;
- c) FiberRing shall be entitled to make the Dedicated Equipment available for use by other Customers;
- d) Subject to Clauses 21.6 and 21.7, all sums due to FiberRing up to the date of termination and originally agreed Contract End Date shall become due and payable in full immediately;

21.3 In the event that FiberRing terminates the Sales Contract in accordance with Clause 19.3, 20.1, 20.2a), 20.2b), 20.2c), 20.2d), or 20.2f), Customer has the obligation to pay to FiberRing – without prejudice to any other rights or remedies that FiberRing may have – within five (5) Business Days after the effective date of termination as notified by FiberRing, one hundred percent (100%) of all Fees outstanding (i) during the Contract Term and (ii) in addition all Fees for the remaining period from the termination date up to the originally agreed Contract End Date.

21.4 In the event that Customer terminates the Sales Contract, Customer has the obligation to pay – without prejudice to any other rights or remedies that FiberRing may have – within five (5) Business Days after the effective date of cancellation or termination, to pay FiberRing one hundred percent (100%) of all Fees outstanding (i) during the Contract Term and (ii) in addition all Fees for the remaining period from the cancellation or termination date up to the originally agreed Contract End Date.

21.5 In the event that FiberRing terminates the Sales Contract or an affected Service in accordance with Clause 21.2e), FiberRing shall refund to Customer:

- a) any non-recurring initial Fees or setup Fees that have been paid by Customer to FiberRing in respect of the Service so terminated, in the event that the Sales Contract or affected Service is terminated prior to the Delivery Date; and
- b) a pro rata portion of any recurring Service Fees that have been prepaid by Customer to FiberRing in respect of the Service so terminated, if and to the extent that such prepayment exceeds the Fees that will accrue until the date of termination of the affected Service.

21.6 The following Clauses shall survive termination or cancellation of the Sales Contract and continue in full force and effect, in addition to those Clauses the survival of which is necessary for the interpretation or enforcement of the Sales Contract: Data Protection/ Personal Data (Clause 8), Indemnification (Clause 16), Limitation of Liability (Clause 17), Confidentiality (Clause 24), Notices (Clause 26), Miscellaneous (Clause 27), Governing Law and Jurisdiction (Clause 28).

## 22. FORCE MAJEURE

22.1 A Party shall not be deemed in breach of any of its obligations, guarantees or warranties under the Sales Contract if, and to the extent that, performance 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 Sales Contract if FiberRing was requested for an order or quotation and/or entering in to a Sales Contract 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 FiberRing on its website and/or Customer Portal or otherwise and shall be notified done by Customer by Notification to FiberRing; and
- b) provided the other Party with all information on the event of Force Majeure and the (expected) cessation or termination of said event.

22.2 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 Sales Contract.

22.3 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 Sales Contract by means of Notification.

22.4 During an Event of Force Majeure, Customer shall remain liable for payment of all Fees due under the Sales Contract and Customer shall not be entitled to a refund for any Fees paid by Customer to FiberRing for such suspended period.

## 23. CONFIDENTIALITY

23.1 A Receiving Party, meaning either the Customer or FiberRing and its Affiliates shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other party than the Party and its Affiliates without the prior written consent of the Disclosing Party, and (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Sales Contract and related marketing activities.

23.2 The obligations contained in Clause 23.1 shall not apply to any Confidential Information which: (i) at the date of the Sales Contract is, or at any time after the date of the Sales Contract becomes, public knowledge other than through breach of the Sales Contract 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.

23.3 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party and at the Disclosing Party's option, be promptly returned to the Disclosing Party or destroyed upon any termination or consideration of the possible business arrangement.

## 24. CONFIDENTIALITY

24.1 A Receiving Party, meaning either the Customer or FiberRing and its Affiliates shall: (i) keep all Confidential Information confidential, (ii) not disclose any Confidential Information to any other party than the Party and its Affiliates without the prior written consent of the Disclosing Party, and (iii) only use and reproduce the Confidential Information for the performance of its obligations under the Sales Contract and related marketing activities.

24.2 The obligations contained in Clause 24.1 shall not apply to any Confidential Information which: (i) at the date of the Sales

Contract is, or at any time after the date of the Sales Contract becomes, public knowledge other than through breach of the Sales Contract 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.

- 24.3 The Receiving Party agrees that any and all notes, diagrams, descriptions, memoranda and other writings or electronic information obtained from the Disclosing Party and any copies, notes or excerpts thereof containing Confidential Information shall remain the property of the Disclosing Party and that said documents shall, upon request of the Disclosing Party and at the Disclosing Party's option, be promptly returned to the Disclosing Party or destroyed upon any termination of consideration of the possible business arrangement.

## 25. TRANSFER OF RIGHTS AND OBLIGATIONS

- 25.1 FiberRing shall be entitled to assign any of its rights or obligations under the Sales Contract to an Affiliate (or its or their successors, through merger or acquisition of substantially all of their or its assets), upon giving written announcement to Customer which shall be announced on the website, Customer Portal, email or otherwise.
- 25.2 FiberRing shall be entitled to sub-contract any or all of its obligations under the Sales Contract to a third party without given notice or information thereof to the Customer, provided that FiberRing shall remain liable to Customer for the performance of those obligations.
- 25.3 Without prejudice to Clause 25.1 and 25.2, neither Party shall be entitled to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party (other than FiberRing's Affiliates) without the prior written consent of the other Party, which consent may not be unreasonably withheld.
- 25.4 In case Customer wishes to assign or transfer, or purport to assign or transfer, any rights or obligations under the Sales Contract to a third party, FiberRing's consent is subject to agreement per Sales Contract Transfer Request Form whereby FiberRing shall consider if the third party is of same or better socio-economic standing than the Customer, of the third party meets the KYC Customer verification requirements and/or credit position is adversely affected by such assignment or transfer to a third party.
- 25.5 Nothing in the Sales Contract shall exclude or limit FiberRing's rights to grant or create a right of pledge or other security right - for the benefit of a bank or other financial institution or other third party - on or over any or all (cash) receivables that Customer owes or comes to owe to FiberRing.

## 26. NOTICES

- 26.1 Unless specified otherwise herein or in the Sales Contract, any Notice including a demand, claim or other communication under or in connection with the Sales Contract shall be in writing and shall be delivered personally or sent by registered mail or by prepaid recorded courier delivery or by e-mail, to the authorized representative of 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: <a href="mailto:sales@fiberring.com">sales@fiberring.com</a>
If to Customer	to the person and at the address as specified in the Customer Portal.

- 26.2 In the absence of evidence of earlier receipt, any such Notice, including a demand, claim or other communication shall be deemed to have been received:
- if delivered by hand, at the time of delivery;
  - if posted, on the expiration of five (5) Business Days after the notice has been provided to the courier company;
  - if sent by e-mail, the moment the e-mail has been received on or by a mail server or mail exchanger used or operated by the legally authorized representative of the receiving Party.
- 26.3 Any failure to deliver - and any impossibility receive or access - a notice, demand, claim or other communication shall be for the risk and accounting of the receiving Party, if -and to the extent that- such failure or impossibility is related to -or the result of- an act or omission of the receiving Party, a failure of the mail server or mail exchanger used or operated by the receiving Party, or a failure or interruption in the services of a third party that manages or hosts of the mail server or mail exchanger used or operated by the receiving Party.

## 27. MISCELLANEOUS

- 27.1 No waiver of any of the terms of the Sales Contract or of any breach of those terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.
- 27.2 Other than FiberRing's sub-contractors who shall have the benefit of the Sales Contract, nothing in the Sales Contract shall confer upon any third party any right, benefit or remedy of any nature under the Sales Contract.
- 27.3 Should any or several of the provisions of the Sales Contract be invalid or null and 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.
- 27.4 Nothing in the Sales Contract shall result in the transfer of a Party's Intellectual Property Rights (of whatever nature) to the other Party.
- 27.5 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.
- 27.6 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, third party events, in marketing & sales communication and on FiberRing's website. Other than the above, neither Party shall be authorized to (i) make press or public announcements relating to this Sales Contract, without the prior written approval of the other Party, or to (ii) use the other Party's Intellectual Property Rights in any advertising, sales, promotions, or other publicity materials.
- 27.7 Customer is responsible for its employees, contractors and third parties engaging with FiberRing as Customer's authorized representatives. In addition, in case Customer is represented by any person in any or all events, FiberRing has the right to rely on and assume the apparent authority of such Customer representatives and Customer shall be held responsible and liable for any acts and omissions by such person.

## 28. GOVERNING LAW/JURISDICTION

- 28.1 These Sales Terms and Conditions, the Sales Contract 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.
- 28.2 Subject to Clause 28.3, the competent 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 Sales Contract or other Sales Contracts or other legal relationships resulting there from or on in connection therewith.

- 28.3 Notwithstanding the terms of Clause 28.1 and 28.2, nothing herein shall prevent FiberRing from pursuing action in any other jurisdiction as may be appropriate for the purpose of seeking urgent and/or interim and/or interlocutory injunctive or other relief against Customer.