

Article 1. Definitions

Connection: possibility of using the services offered by Horizon Telecom.

General Terms and Conditions: apply to delivery of the Services and all requests, quotations, offers and agreements with Customers.

Attachment: a document that is part of the Agreement describing the conditions of the delivery of the Services such as the General Terms and Conditions, Order Forms, Service Description, Service Level Agreements (if applicable) and Tariff Lists. It is mentioned in the Agreement which attachments are a part of it.

CPS: Carrier Pre-Select, the Service whereby Analogue or ISDN Infrastructure of KPN is set in such a way, using an automatic dial-up code, as to enable outgoing calls through Horizon Telecom.

DSL services: Services for which DSL technology is used.

Data services: Services where Horizon Telecom provides a (secure) connection to connect different networks to each other or to the internet.

Service description: a document describing the (technical) details of the Services, such as functionalities and specifications, which is part of the Agreement in the form of an Attachment.

Services: the (electronic) communication services that Horizon Telecom delivers to its Customer under the application of the provisions of the Agreement. These Services may include, but are not limited to, Horizon Telecom's (Indirect) Access Services (via network infrastructure of third parties), Mobile (Data) Services, Internet Services, ICT services, and alarm and payment traffic.

Domain Name: a unique name that may indicate an internet site or other internet-related Service or facility.

User name: The identification code granted by Horizon Telecom to the Customer, consisting of a combination of numbers and letters, with which the Customer, in combination with a password granted by Horizon Telecom to the Customer, consisting of a combination of numbers and letters, has access to the Services of Horizon Telecom.

Horizon Telecom: the private company with limited liability Horizon Telecom B.V., established, according to its articles of association, in Amsterdam and registered in the trade register of the Chamber of Commerce in Amsterdam under number 61158534, acting under such names as Horizon Telecom, Horizon Partner and Horizon ICT.

Internet services: Services such as internet access, hosting of websites, email and/or registration of a Domain Name and related Services.

IP Address: a unique number consisting of a series of numbers used on the Internet to identify machines and/or a location.

IS/RA point: the demarcation point provided by the third-party network infrastructure of third parties used by Horizon Telecom to realize Access Services.

Customer: the party with whom Horizon Telecom negotiates on the provision of Services, or the party with whom Horizon Telecom has concluded an agreement on the delivery of Services.

Order form: a form to be completed by the Customer or a model agreement drawn up by Horizon Telecom, which, after signing by the Customer and (written) acceptance by Horizon Telecom, forms part of the Agreement, and in which the Customer must indicate which Services it will take under the conditions described in this form and the Agreement.

Agreement: any (framework) agreement between Horizon Telecom and the Customer regarding the provision of Services, including the Attachments, including at least the Horizon Telecom General Terms and Conditions.

Ready for Service Date: the date on which the Service requested by the Customer is delivered and may be taken into use by the Customer.

Service Level Agreement: a document describing the details of the Services, which is part of the Agreement in the form of an Attachment (if applicable).

Tariff list: an overview of tariffs charged by Horizon Telecom for the provision of the Services and which as an Attachment forms part of the Agreement or to which clear reference is made in the Agreement.

Access Services: Services for the delivery of which a network infrastructure offered by Horizon Telecom is used, or whereby for the delivery partial use can be made of the network infrastructure of third parties. Sample infrastructures include, but are not limited to, copper, fibreglass or mobile networks.

Provisions: all Provisions provided to the Customer on behalf of the Service to be provided as meant in Article 4 of these General Terms and Conditions, such as hardware and/or software, installations, cables, physical connections and instruments.

Workdays: Monday to Friday excluding recognised national holidays in the Netherlands.

Article 2. General

2.1 In the event of contradiction of provisions in the Agreement, the following priority shall apply: 1. The body of the Agreement or the Order Form accepted by Horizon Telecom in writing; 2. the General Terms and Conditions; 3. the Service Description; 4. the Service Level Agreement (if applicable); 5. any other documents belonging to the Agreement.

2.2 These General Terms and Conditions apply to all requests for, quotations and offers of, and Agreements with Customers unless something to the contrary is specifically agreed in writing between the Customer and Horizon Telecom. Terms and conditions of purchase and/or other (general) terms and conditions of the Customer or listed on the invoices sent by Horizon Telecom are hereby expressly rejected and are not applicable.

2.3 These General Terms and Conditions also apply to any subsequent Agreements between Horizon Telecom and the Customer, unless otherwise agreed in writing.

Article 3. Formation of the Agreement

3.1 Quotations and offers issued to the Customer are valid until the stated date of validity and are completely non-binding. This means that they can be withdrawn/revoked before the conclusion of the Agreement.

3.2 Unless otherwise agreed, the Customer's request for the Services is made by the Customer completing and signing the Order Form.

3.3 A request/order can only be processed if all information has been filled in correctly and the Customer has granted all the requested cooperation. If the final lack of acceptance of the order is not a consequence of circumstances caused by the Customer, the latter is responsible for reimbursing the reasonably incurred expenses.

3.4 The information contained in the Order Forms and other information required for the delivery of the Service/Connection is verified by the Customer for accuracy and correctness. In addition, the following documents are provided by the Customer: For

private parties: a document of identification (Identification Requirement Act) and evidence of permanent residence or domicile in the Netherlands. For companies/foundations and/or legal persons: an extract from the Chamber of Commerce (not older than 6 months) and a document of identification (Identification Requirement Act) of the authorised representative of the company/foundation or legal person.

Horizon Telecom is authorised at all times to conduct a check of the Customer's creditworthiness.

3.5 Horizon Telecom is authorised to require reasonable security for the fulfilment of the payment obligations of the Customer. This security may include, but is not limited to, a security deposit, a bank guarantee or any other form of security. The Customer is obliged to provide such security that is acceptable to Horizon Telecom at the first request of Horizon Telecom.

3.6 Horizon Telecom is authorised to postpone delivery of the Services or to suspend this if: Horizon Telecom has justified doubts as to the Customer's creditworthiness and security required by Horizon Telecom as referred to in Article 3.5 is not provided, or if an automatic debit authorisation charged to the Customer's bank or giro account (if agreed) is not issued; or if it is (virtually) established or likely that the Customer will not (be able to) fulfil the terms and conditions of the Agreement.

3.7 The Agreement, including amendments thereto, is effective: a. on the date of signing by Horizon Telecom and the Customer of a quotation or another document from Horizon Telecom; or b. on the date of receipt of written or electronic confirmation by Horizon Telecom of acceptance of an order for a Service pursuant to Article 2.1 or if c. the Customer actually enables Horizon Telecom to commence the execution of work or to deliver the Service.

3.8 The images, drawings, measurements and calculations associated with an Agreement are an estimate, unless Horizon Telecom has explicitly stated that they are considered to be an exact specification.

3.9 Memos, strike-outs, annotations or other adjustments in the Order Forms, Agreements, Attachments, Service Descriptions or other documents that are part of the Agreement or the (General) Terms and Conditions for the delivery of the Services shall not be processed unless indicated/added in the respective parts of the form within the context of this field.

3.10 All orally given tariffs, extra discounts that deviate from the 'normally' applicable tariffs in the Tariff List and/or discounts given by the personnel of Horizon Telecom and/or if the agreement is established through a representative of Horizon Telecom, given by such representative of Horizon Telecom, are only binding with the Customer if these are confirmed in writing in forms for that purpose or in another manner by Horizon Telecom.

Article 4. Service Level and use of the Service

4.1 Whether a Service may be provided is partly dependent on the availability of the Service at the location as indicated by the Customer in the Order Form, these various points according to the discretion of Horizon Telecom.

4.2 (Technical) details of the Services are described in the relevant Service Description, which is available free of charge from Horizon Telecom. Horizon Telecom reserves the right to revise the Service Description unilaterally.

4.3 It is possible that a (call) credit may be provided as part of a Service. If this call credit is not used up within the invoice period, it can only be carried over to a limited extent to a subsequent invoice period. The details are given in the relevant Service Description. In no event, even upon termination of the Agreement, can the Customer claim payment of the value of the call credit (in cash or otherwise).

4.4 Horizon Telecom is not liable for the suitability or usefulness of the Services for the purpose which the Customer has in mind, even if this purpose was made known in advance to Horizon Telecom. The Service Description of the Service is the guideline.

4.5 Horizon Telecom shall exert efforts to deliver the Service with as little disruption as possible. Horizon Telecom, however, does not provide any guarantees regarding the quality and availability of the Service unless otherwise agreed in the Service Level Agreement (if applicable) in accordance with the conditions described therein.

4.6 Horizon Telecom exerts efforts to optimise the Service by means of the security that it has delivered, but does not guarantee that this security will be sufficient under all circumstances, and Horizon Telecom rules out all liability for loss because of non-optimal security, security leaks and/or (tortuous) infringement by third parties.

Article 5. Delivery

5.1 The delivery deadlines specified by Horizon Telecom are indicative. Delivery deadlines are partly dependent on the technical provisions and circumstances of and/or at the Customer, and any changes or modifications that may be made to them for the purpose of delivery of the agreed Services. Delivery deadlines may also be affected by, for example, the absence of a working terminal (IS/RA point) as referred to in article 5.3, the absence of the necessary permission from competent authorities, of the building owner in case access to a building is required, or of the landowner in the case of excavation work. The Customer is responsible for obtaining the necessary permission from the building owner.

5.2 The Services will be provided at the address (and where applicable at the relevant floor or level) as entered by the Customer on the Order Form belonging to the relevant Service. If the Customer wishes to move the Service to another address, this is considered a premature termination and the termination clause of Article 14.6 applies. For the delivery of the Service to the new address, the Customer must complete a new Order Form or enter into a new Agreement. Under written conditions to be agreed, the Customer and Horizon Telecom may deviate from this article.

5.3 The (term for) delivery of the Services is dependent on a working connection point (IS/RA point). The Customer is responsible for a working IS/RA point at the location where the Services are to be provided. If an IS/RA point is not present or is not working at the particular location, the cost of laying and/or repair will be fully charged by the Customer.

Article 6. Numbers, access codes etc.

6.1 On behalf of a Service, Horizon Telecom may provide the Customer with one or more numbers and/or email addresses and/or Domain names and/or IP addresses and, if appropriate, associated user names, passwords and/or other access codes. The Customer may not enforce any rights with respect to the use of retention of such

numbers, email addresses, Domain names and/or IP addresses and, if applicable, associated user names, passwords and/or other access codes, subject to statutory requirements regarding number portability.

6.2 Horizon Telecom reserves the right to change or withdraw numbers, email addresses, Domain names, IP addresses, user names, passwords and/or other access codes provided. In that case, Horizon Telecom aims to inform the Customer as soon as possible and, if possible, apply a transition period.

6.3 Horizon Telecom is not liable for loss incurred by the Customer if, because of changes in the national numbering plan or other laws or regulations, undisturbed use of the numbers and/or email addresses and/or Domain names and/or IP addresses and any associated usernames, passwords, and/or other access codes, that is not possible.

6.4 The Customer guarantees that it will abstain from conduct and use of numbers and/or email addresses and/or Domain names and/or IP addresses and, if appropriate, associated user names, passwords and/or other access codes, that violates the national number plan, the regulations and restrictions as stipulated by the ACM in the allocation of the numbers and other applicable laws or regulations.

Article 7. Tariffs

7.1 Unless otherwise agreed in writing, the Customer is obliged to pay Horizon Telecom according to the type of Service: a. a fee per successful call as well as a usage and destination-dependent tariff; b. a fee for other service-specific consumption based on a consumption rate; c. a monthly fixed tariff; and d. a one-time tariff for the installation and/or delivery of the Service.

7.2 Unless expressly stated otherwise, all stated amounts are exclusive of VAT.

7.3 Horizon Telecom shall always be authorised to change the remuneration and rates referred to in Article 7.1 (a) and/or (b), as well as potentially applicable discount rates.

Horizon Telecom informs the Customer at least one month prior to a tariff increase.

7.4 Horizon Telecom is authorised to change the tariffs referred to in Article 7.1, (a), (b) and/or (c) according to the most recent price index as published by the Netherlands Statistics Office 'Wages CAO Business Services'. Changes in tariffs under this article will be announced by Horizon Telecom in advance.

7.5 Horizon Telecom is also authorised to change the tariff referred to in Article 7.1, (c) and (d), as well as any other clause contained in the Agreement, with effect from at least one month after notification of this amendment. If this is a tariff change that is negative for the Customer, the Customer may, if they disagree with this tariff change, terminate the Agreement commencing as of the date on which said tariff change goes into effect. In this case, the Customer may not appeal to Horizon Telecom for the fulfilment of the Agreement or hold them liable for possible 'changeover costs'.

7.6 If Horizon Telecom is to perform work for the Customer for any reason not stipulated in writing in an Agreement, or if costs arise because the Customer defaults in any way, thus making execution of the Agreement impossible or difficult, this work and/or these costs will be viewed as more work and as such invoiced to the Customer at the tariffs of Horizon Telecom applicable at that time.

7.7 To the extent that the agreed fees are related to a certain period and are not due over the entire period, Horizon Telecom may charge a fee on a calendar day basis.

Article 8. Invoicing and payment

8.1 Unless otherwise agreed in writing, the Customer shall receive a monthly electronic invoice from Horizon Telecom specifying the costs of using the Connection and Services (including any fees for Additional Services or Third-Party Services) and, if applicable, the one-off costs. Monthly fixed tariffs/costs are invoiced by Horizon Telecom three months in advance, unless agreed otherwise in writing. Payment will be made by direct debit for which the Customer will provide written authorisation to Horizon Telecom, unless something is explicitly agreed to the contrary with Horizon Telecom. If it is agreed that payment takes place in a different way, Horizon Telecom is authorised to charge a pre-announced additional fee for this. If the amount due cannot be automatically deducted due to lack of balance or lack of authorisation to dispose of the balance, Horizon Telecom will notify the Customer. The Customer will then transfer the amount due within 5 (five) days to the account number specified by Horizon Telecom.

8.2 The Customer is obliged to pay Horizon Telecom the costs specified on the invoice within 8 days of the invoice date, unless agreed otherwise. Invoices are only payable to Horizon Telecom. The time of payment shall be considered the time at which Horizon Telecom has received the payment. The prior notice of a direct debit payment is given by the invoice which the Customer will receive at least 8 days prior to the date of collection.

8.3 If the Customer believes that the invoiced amount is incorrect, it must so inform Horizon Telecom in writing within 14 days of the invoice date. Any possible suspension of the payment obligation can only be considered after prior written authorisation from Horizon Telecom.

8.4 In case of special circumstances, including but not limited to: a. Unusually high or costly telecommunications traffic in a short period of time; b. The emergence of reasonable doubt about the legitimate use of the Connection; c. If the invoice exceeds twice the average of the last three months or € 500 (five hundred euros), if such an average is too low or unavailable, or exceeds any other amount that is additionally stipulated by Horizon Telecom as a limit, Horizon Telecom is authorised to so inform the Customer and issue an interim invoice and/or demand an (immediate) advance payment.

8.5 Horizon Telecom has the right to terminate the Service or individual Connections (temporarily) if the (immediate) payment is not made.

8.6 Any claim by the Customer for settlement of an outstanding amount against a claim on Horizon Telecom is excluded.

8.7 The basis for invoicing is the information about the Connection registered by Horizon Telecom and its use is binding.

8.8 If the Customer has not paid in time, it will automatically be in default without further notice. In that case, all claims from Horizon Telecom on the Customer will be immediately due. Horizon Telecom has a right to reimbursement of the statutory interest on the total outstanding amount and on reimbursement of costs incurred for the collection of outstanding amounts. The statutory interest is due from the expiration date of the invoice with a minimum of € 150.

8.9 Payments made by the Customer are always considered to be first the payment of all interest and charges and subsequently the longest outstanding invoices, even if the Customer indicates that payment is for a later invoice.

Article 9. (Limitation of) liability

9.1 Horizon Telecom is not liable for any loss incurred because of the failure to function, or failure to function correctly, of its Services, Connections and/or Provisions, unless there is evidence of intent or deliberate recklessness on the part of Horizon Telecom.

9.2 In no event shall Horizon Telecom be liable for the way in which the Customer makes use of the Services, Connections and/or Provisions provided by Horizon Telecom. The Customer will indemnify Horizon Telecom against third-party claims relating to the content of the data, internet and/or voice traffic and/or data sent by the Customer using the Services, Connections and/or Provisions.

9.3 If Horizon Telecom is liable, based on Article 9.1 for direct loss that is directly related to this shortcoming and is obliged to pay damages, these will never be greater than the monthly invoice amount (excluding VAT) of the delivered services and/or products in connection with which loss was caused, with a maximum of € 10,000. A series of related events is considered to be 1 (one) event and this maximum applies per year. If the loss is covered by Horizon Telecom's corporate liability insurance, the compensation will never exceed the amount actually paid by the insurer in the particular case. Liability for any form of indirect or consequential loss (such as, for example, missed sales, loss due to downtime and/or lost profit) is excluded. Liability for loss incurred by the Customer due to non-functioning of a Service consisting of a telephone or electronic alarm facility and/or cost registration system (including connections for alarms and/or electronic (PIN) payments) is excluded.

9.4 All claims by the Customer for compensation of loss must be reported to Horizon Telecom in writing within 2 weeks of the occurrence of the loss, under penalty of nullification of such claims.

9.5 The Customer shall indemnify Horizon Telecom and keep it indemnified against all claims of third parties for compensation for loss associated with the implementation of the Agreement.

9.6 The Customer is liable for any use or abuse of the Service/Connection and the numbers assigned to it, Domain Names, IP Addresses, User Names, Passwords and email addresses. The Customer is responsible for the security of the data placed by the Customer on its systems. In addition, the Customer is responsible for the protection of its (peripheral) equipment (such as telephone exchanges) from improper use of this (peripheral) equipment by third parties or intrusion into this (peripheral) equipment by third parties. Horizon Telecom is not liable for loss resulting from this improper use and/or this intrusion and the Customer indemnifies Horizon Telecom against all loss and/or costs related thereto.

9.7 The Customer is not permitted to use the Service in conflict with one or more obligations stemming from the law and the Agreement, including illegal spamming, the distribution of unlawful content, hacking or any other abuse, and all events referred to as 'improper use' such as non-exhaustively listed in Article 10.2 (b). The Customer is liable for all consequences. If there is (reasonable reason to assume) improper use of the Service toward Horizon or third parties, the Customer is fully liable for the costs incurred by Horizon Telecom and/or third parties and the resulting loss, and the Customer must indemnify Horizon Telecom accordingly. Horizon Telecom has the right to immediately inform competent government agencies and third parties with relevant interests of all information relevant to improper use, including personal data, without this giving rise to any liability.

9.8 In the event of a non-attributable shortcoming ('Force Majeure') on the part of Horizon Telecom, the Customer cannot insist that Horizon Telecom fulfil its obligations. Force majeure exists in such situations as if Horizon Telecom is unable to meet its obligations as a result of the Customer's actions or omissions, defects and/or failures in the Customer's (peripheral) equipment, systems and/or network, improper use of or intrusion into the (peripheral) hardware (such as telephone exchanges), fraud, abuse, maintenance, (threat of) war, riot, terrorism, attacks, acts of war, fire, water damage, frost, 'unworkable weather', lightning, storm, flooding, earthquake, (nuclear) explosions, strikes, company occupation, government measures, power supply failure, safety and environmental requirements (such as contaminated land, subsidence of land and/or buildings, and asbestos), refused and/or restricted access to land and/or buildings, conditions set by landowners (such as installation of decorative paving or certain works), delays in the acquisition of the necessary permits, cable breach caused by third parties, failures or shortcomings in (communicative) services of third parties.

Article 10. The Customer's obligations

10.1 The Customer undertakes to implement the Agreement in accordance with the interests of Horizon Telecom. The Customer will not hinder Horizon Telecom in any way in the delivery of its Services. For example, the Customer is not permitted to perform such operations as the initiation of processes and/or software on Horizon Telecom's systems, which Horizon Telecom believes could damage the Horizon Telecom systems and/or those of other (internet) users.

10.2 The Customer will provide Horizon Telecom with all information necessary for the maintenance of the Services. This includes the timely reporting of changes in address details, billing information and/or other relevant data.

10.3 The Customer shall refrain from any action or failure to act toward Horizon Telecom that may result in conflict with legal provisions and/or stipulations in these General Terms and Conditions and/or the Agreement.

10.4 The Customer will provide all assistance to Horizon Telecom, which may reasonably be expected from it during and/or on behalf of the delivery of Services.

10.5 If delivery of the requested Service is not technically possible, Horizon Telecom may set additional conditions that the Customer must meet before the Service will be delivered. If these additional conditions are not met, the Customer cannot claim delivery of the Service.

10.6 The Customer will adhere to the generally accepted rules of conduct for internet usage. It may be that the Service Description contains additional concrete provisions. The Customer will also adhere to the rules of conduct applicable to the relevant Services and the so-called 'fair use policy' that are published on the website of Horizon Telecom (www.horizontelecom.nl).

Article 11. Personal and traffic data

11.1 Horizon Telecom collects no more personal or traffic data than is necessary for the provision of the Services and its operations. The collected data is only processed in accordance with applicable legal provisions and for the purposes reported at the

Dutch Data Protection Authority (CBP) in The Hague. The Customer authorises the processing and use of its data on behalf of the databases or automated files that Horizon Telecom creates in connection with its services and invoicing. These data are stored and managed in compliance with the applicable (privacy) legislation.

11.2 The goal of the processing of personal data is the following: - offering and providing services; - activities aimed at responsible business management, such as security, risk reduction and integrity research, including in order to prevent fraud and abuse; - financial administration and the invoicing process including: debt collection, complaints handling and provision of data to third parties for the purpose of collecting claims; - managing, expanding and optimizing the customer database, possibly using (direct) marketing activities by third parties; - developing, expanding and improving Horizon Telecom services and products, including by informing customers and using (direct) marketing activities and market research; - compliance with statutory obligations, such as providing information to competent authorities in the context of criminal proceedings or in the interests of state security; - training and instruction of its own personnel; and network management. Personal data are stored no longer than is necessary for business operations or as stipulated by statutory regulations or competent authorities.

11.3 Unless the Customer has stated that it has no objection to this, it hereby grants Horizon Telecom the right to release the former's personal information to third parties for inclusion in an (electronic) telephone directory.

11.4 Horizon Telecom is responsible for the protection of personal data by taking measures of an organizational and technical nature.

Article 12. Number display

12.1 It is possible that several the network terminal from which calls are made or a number with which an individual Customer can be identified may be passed on to the network terminal called before the connection has been established. However, the Customer is offered the opportunity to block the release of the number with which it can be identified.

12.2 Every Customer that is called will be given the opportunity to block the release of the number of the calling network terminal. This blocking option is free of charge unless there is repeated use of this blocking capability by the Customer without a reasonable purpose, after which a reasonable fee may be charged by Horizon Telecom.

12.3 Blocked numbers can be unblocked by Horizon Telecom when an emergency number is called. The Customer's name, address, postal code, and residence data can also be provided by Horizon Telecom to emergency and emergency services, if an emergency number is called.

Article 13. Contract acquisition

13.1 The rights and obligations arising from the Agreement may not be transferred by the Customer to a third party without the prior written consent of Horizon Telecom.

13.2 The Customer grants prior authorisation and cooperation to full or partial transfer by Horizon Telecom of the rights and obligations of the Agreement to a third party.

Article 14. Term and termination in general

14.1 The Agreement will be concluded on the date as stipulated in Article 3.7 and the agreement's term commences on the Ready for Service Date of the last service rendered. Except for one-time charges intended for installation or delivery of the Service, invoicing for a Service takes place commencing on this Ready for Service Date. Horizon Telecom will inform the Customer of the Ready for Service Date. If the Customer has not been notified of the Ready for Service Date, the term of the Agreement shall be deemed to have commenced at the time when the Customer has made use of the Service. Horizon Telecom will invoice one-off tariffs for installation and delivery of the Service upon signing of the Agreement.

14.2 Unless otherwise agreed in writing, the Agreement is entered into for a period of one (1) year.

14.3 Unless otherwise agreed in writing, the Agreement shall be renewed with periods of one (1) month unless the Customer or Horizon Telecom notifies the other party in writing, with a notice period of at least one month before the end of the period in question, of the desire to terminate the Agreement. The Agreement then ends by law at the end of the last day of the then applicable period.

14.4 The Agreement for CPS Service is entered into for an indefinite period, unless parties have agreed otherwise. The Agreement for CPS may be terminated in writing at any time unless parties have agreed otherwise.

14.5 If the Agreement relates to multiple connections at multiple locations of the Customer, then the following applies: A Connection will be established per location of the Customer (hereinafter: 'Location') and accepted by the Customer for a term as referred to in 0. The term commences on the Ready for Service Date of the Connection provided under the Agreement at the relevant Location. Invoicing for a Service also takes place commencing on this Ready for Service Date. The start and end dates of a Connection may vary per location depending on the Ready for Service Date. The acceptance term of the Connection per Location is automatically renewed after the conclusion of the minimum period with periods of 12 months in each instance, unless Horizon Telecom or the Customer notifies the other party in writing, with a notice period of at least three months before the end of the period in question, of its desire to terminate the Agreement. The relevant Connection on which notice has been given at the specific location then ends at the end of the last day of the applicable period. The Agreement shall remain in force as long as all Connections in all Locations of the Agreement have not been terminated in accordance with the provisions of this Article 14.5.

14.6 If the Agreement or an accepted Connection is terminated without cause by the Customer prematurely, before the end of the minimum period or extended period of the Agreement, then - without prejudice to the other rights of Horizon Telecom - a settlement fee shall be owed by the Customer immediately after the premature termination. This settlement fee consists, in addition to the outstanding invoiced amounts for the Service, of the following: (i) one hundred percent (100%) of the fixed recurring monthly tariffs for the Connection and - if applicable - (ii) the monthly variable rates for the connection for the full initial period or extended period of the Agreement or related Connection. The part of the settlement fee relating to the monthly tariffs for the Connection is determined by multiplying the average monthly volume consumed via the Service and invoiced by Horizon Telecom during the period already elapsed by the number of months that the Agreement has been prematurely terminated. Should the Customer terminate the Agreement or a Connection before delivery of the Service without cause,

it shall also owe the one-off fee for the installation and/or delivery of the Service - without discounts - to Horizon Telecom.

14.7 If the Customer wishes that Horizon Telecom cooperate with the transition to the services of a new supplier after the (premature) termination of the Agreement, the Customer shall inform Horizon Telecom of this in writing at least 3 (three) months in advance. Horizon Telecom is not required to provide this cooperation and may impose further terms and conditions. If Horizon Telecom (partially) continues Services during the transition period to be established by Horizon Telecom, any applicable discount rates will expire and the standard rates for the Services concerned will be charged. In addition, these Terms and Conditions will continue to apply to these Services in full.

14.8 If Horizon Telecom has incurred costs for porting (phone) numbers of the Customer, the Customer will reimburse these costs when terminating the Agreement before the expiry of the agreed minimum period, subject to the provisions of Articles 14.3, 14.5, and 14.6.

14.9 If an Agreement relates to both the delivery of Direct Access Services and CPS, partial termination may take place in accordance with the termination provisions applicable to the Service to be terminated as described in Articles 14.3, 14.5, and 14.6.

14.10 Each of the parties has the right to terminate the Agreement with immediate effect without legal intervention if: - the other party continues to default within a reasonable period after the date of the notice of default in meeting its obligations under this Agreement; - the other party is declared bankrupt or is in suspension of payment; - the other party has applied for suspension of payment or bankruptcy, or wishes to make arrangements with its creditors for the purpose of non-payment.

14.11 Horizon Telecom is authorised to suspend, in whole or in part, the provision of Services without notice and with immediate effect or to terminate the Agreement in whole or in part if: a. the Customer in any way defaults in the fulfilment of its obligations under the Agreement or these General Terms and Conditions and after the expiry of the reasonable period stated in the notice of default, has given no indication of an intent to after all fulfil; b. there is (suspected) abuse or improper use of the Connection, Service, or related Provisions, Facilities and/or Services (such as, but not limited to, available (information) numbers, whether or by the Customer; c. If the Customer makes use of a dialler without the prior explicit written permission of Horizon Telecom; d. if the Customer makes use of a call generator without the prior explicit written permission of Horizon Telecom; e. there is a government decision for this purpose, including for safety and security reasons f) there is force majeure caused by a shortcoming not attributable to Horizon Telecom; g) the Customer has provided false or incorrect (personal) data; h. The Customer has entered into an agreement under false pretences; i. there are serious reasons due to which Horizon Telecom can no longer be reasonably required to maintain the Agreement.

14.12 In the event of suspension or termination as referred to in Article 14.11, Horizon Telecom is not liable to the Customer and/or third parties. In the event of evidence of abuse or (suspicion of) improper use, Horizon Telecom also has the right to withhold all payments due to the Customer and owed in the future to the Customer, to guarantee the interests, cover the costs and the loss of Horizon Telecom and/or third parties. If, after investigation, Horizon Telecom decides that there was abuse or improper use and the Customer has not irrefutably proved the contrary, the related fees will definitively not be paid to the Customer. In the event of suspension or termination as referred to in Article 14.11, all claims of Horizon Telecom against the Customer under the Agreement will immediately become payable.

14.13 Horizon Telecom may set further terms or conditions before continuing to provide its Service, to the extent that these conditions fit within the framework of the agreements made or in case of any of the situations mentioned in Article 14.10 or Article 14.11 arise. If the Service is resumed after a suspension, Horizon Telecom is authorised to invoice one-off tariffs for this.

Article 15. Adaptations

15.1 Horizon Telecom may at any time change, suspend or revoke its offer of Services to certain destinations or numbers based on quality and/or quantity considerations.

15.2 If Horizon Telecom considers it desirable, Horizon Telecom shall always be authorised to make changes to the infrastructure, carriers, technical facilities, technology or hardware used for the Service.

15.3 If necessary due to technical reasons or business reasons, Horizon Telecom is authorised to terminate an (offered) Service and/or to change it, whereby Horizon Telecom will endeavour to offer a replacement service where possible. This also applies in cases where Horizon Telecom is dependent on the delivery of (part of) the Service by third parties, which is terminated or modified for any reason whatsoever.

Article 16. Horizon Telecom systems and intellectual property rights

16.1 Horizon Telecom is authorised, without prior notice, to (temporarily) decommission its systems and/or restrict their use to the extent necessary for the maintenance of the systems, or for improvements or renewals to those systems.

16.2 Horizon Telecom is authorised to make changes in the access procedure (login procedure) of the Services.

16.3 Horizon Telecom is not liable for loss incurred by the Customer due to the provisions of Article 16.1 and/or Article 16.2.

16.4 The Customer is responsible for any use that is made of its User name and Password combination, such as orders and requests, as though what was concerned were a standard Agreement as referred to in Article 3.7.

16.5 All rights to the Services and Usage Products and designations that Horizon Telecom designs, delivers or provides such as manuals, promotional materials and other items accrue to Horizon Telecom. The Customer is not authorised to use these items without the written authorisation of Horizon Telecom or to remove products or provisions.

Article 17. Provisions

17.1 It is possible that Horizon Telecom may install certain Provisions for the benefit of the Services provided that may or may not be included in the price of the agreed Services. Unless otherwise agreed, Horizon Telecom provides the Facilities.

17.2 The Customer shall be provided, for the term of the Agreement, with a non-exclusive and non-transferable right to use the Software and the associated user documentation. The Customer agrees to the license conditions concerning this software and

documentation. The Customer is not authorised to allow third parties to use this software and/or documentation.

17.3 With respect to warranty, maintenance and functioning of the Provisions, the terms and conditions laid down by the supplier of the relevant Provisions apply.

17.4 The ownership of Provisions will not be transferred to the Customer, unless otherwise agreed in writing.

17.5 The Customer is not authorised to make changes in the Provisions, to relocate them, open them or otherwise process them and/or influence them without the explicit prior written authorisation of Horizon Telecom.

17.6 The Customer shall inform third parties that enforce rights on the Provisions or wish to take measures such as seizure of the ownership of Horizon Telecom. In that case, the Customer will also immediately inform Horizon Telecom.

17.7 Installation of Provisions is carried out by Horizon Telecom or installers hired by Horizon Telecom at a location agreed upon with the Customer.

17.8 The Customer will refrain from reproducing and/or disclosing and/or otherwise distributing the software and the associated user documentation other than is necessary for the normal use of the Services and storage (back-up) purposes for its own internal use. When making storage (back-up) copies for internal use, the Customer will refrain from changing any data and characters that determine ownership and origin.

17.9 Time of installation, programming and maintenance of the Provisions will be established as far as possible in consultation between the Customer and Horizon Telecom.

17.10 The Customer is liable for all loss caused to the Provisions, unless the loss is caused by action or failure to act on the part of Horizon Telecom. The amount to be reimbursed by the Customer in case of the Customer's liability will be at least equal to the replacement value of the Provisions.

17.11 Upon termination of the Agreement, the Customer is obliged to cooperate with Horizon Telecom at its first request to issue or retrieve the Provisions or have this done. If the Customer acts in conflict with its obligations under this Article 17.11, the Customer is obliged to reimburse Horizon Telecom the replacement value of the relevant Provisions, the amount of which is determined by Horizon Telecom, and all costs incurred by Horizon Telecom related to this default on the part of the Customer. Payment of the replacement value of the Provisions and/or the abovementioned costs does not prejudice the other rights of Horizon Telecom, such as the right of Horizon Telecom to judicially claim return of the Provisions with the imposition of a penalty.

Article 18. Applicable law and jurisdiction

18.1 These General Terms and Conditions, the Agreement and its conclusion are governed by the laws of the Netherlands. The applicability of the CISG is excluded.

18.2 All disputes arising from these General Terms and Conditions and/or arising from the Agreement shall be settled by the competent court in Amsterdam or another court to be determined by Horizon Telecom.

Article 19. Amendments to the General Terms and Conditions and final provisions

19.1 Horizon Telecom is authorised to unilaterally amend the General Terms and Conditions, which come into effect for the Customer on the date specified at the announcement of such amendments. Changes in the General Terms and Conditions may be made known on or via the invoice.

19.2 Fourteen days after their announcement, amendments to the General Terms and Conditions shall enter into force unless another term is indicated.

19.3 These General Terms and Conditions are listed on Horizon Telecom's website (www.horizontelecom.nl). They will also be sent free of charge by Horizon Telecom upon request.

19.4 If one or more provisions of these General Terms and Conditions and/or the Agreement are declared to be inapplicable in court or otherwise, this does not affect the applicability of all other provisions. The parties will establish new provisions to replace the old ones that will as far as possible be in accordance with the intention of the original General Terms and Conditions.

19.5 Changes in the competence of the Customer, its representatives or agents, even if these have been registered in public registers, regarding Horizon Telecom will only take effect after Horizon Telecom has been notified of this by the Customer in writing.

19.6 The Customer is obliged to inform Horizon Telecom without delay in writing of any (intended) change of address and/or modification of (invoicing) data. In its relationship with Horizon Telecom, the Customer explicitly elects domicile at the last address given in writing by the Customer to Horizon Telecom.

19.7 In the event of a (possible) bankruptcy, suspension of payment or debt restructuring scheme, the Customer will immediately inform Horizon Telecom of this.