

STANDARD TERMS AND CONDITIONS OF SALE & SERVICE

These Standard Terms and Conditions of Sale and Service ("STCS") apply to all commercial quotations and sales and services made by Arcadiz Telecom NV to existing or potential customers ("Customer") unless specifically mentioned otherwise. If the recipient of such quotation refuses any or part of the content of these STCS, they should inform Arcadiz Telecom NV immediately, and in the latest within 30 days of receipt of the STCS, in writing and should consider the quotation void and non-applicable until parties agree on such STCS or any other contractual agreement. In such case, the formal agreement will fully replace these STCS except if such agreement fails to cover these STCS completely.

The written contract or order confirmation shall, however, take precedence over the STCS in the event of contradiction.

Arcadiz Telecom NV reserves the right to change these STCS from time to time as it sees fit. If a quotation has been sent but is not yet accepted, Customer will be notified of such changes in the shortest delays.

Fees & Terms of payment

1.1. The quotation for equipment and/or services ("Product") is valid for a maximum of 30 calendar days starting from the date stipulated on the quotation. If the Customer does not accept the quotation within this timeframe, Arcadiz Telecom NV will have the right to modify pricing, planning and scope of the Product, or no longer offer the Product as a whole as described in the Scope of Work, the Service Order Form and/or the quotation. The Customer understands that any change in scope after the date of the quotation could have a material impact on the overall quotation.

1.2. All prices are quoted ex works (Incoterms 2010). Prices are stated net of turnover tax and/or any other taxes such as sales tax or value-added tax, which shall be added at the applicable statutory rate. Prices quoted exclude traveling, lodging and any other expenses.

All agreed upon fees (man-hours, rents, equipment prices, ...) will be revised annually in January according to the Agoria Digital index.

1.3. An order shall be accepted only when it is confirmed by an order confirmation.

1.4. Payment terms are fixed at 30 days from invoice date. Arcadiz Telecom NV has the right to apply multi-part invoicing. Payments will be made via bank transfer into the bank account of Arcadiz Telecom NV stated on the invoice. Compensation payment is not permitted. All invoices are payable to the business offices of Arcadiz Telecom NV.

1.5. The invoicing of the recurring fees as defined in the service agreement or order confirmation for the initial period shall occur together with the invoicing of the delivery and/or installation of the Product.

1.6. After the initial period as defined in the service agreement or order confirmation, the service will be automatically renewed for successive terms of 1 year subject to the same conditions of the initial period, unless agreed upon otherwise in writing by and between both parties. Either party wishing not to renew the service agreement needs to respect a written 6-months' notice period to the other party. Following the initial period, the services and maintenance fees will be payable annually. For Products for which the contract expires during the current calendar year, a pro-rata amount will be charged up until the end of the calendar year. Invoicing occurs at the beginning of the respective calendar year.

1.7. Every amount outstanding on the due date will, without prior notice and ipso jure, be subject to a conventional surcharge equal to the interest rate defined in art. 5 of the Belgian Law on Late Payment in Commercial Transactions + 3% and will be of at least 12%, and will also be subject to a fixed compensation for the recovery costs, with the exception of the legal recovery costs, of 10%, with a minimum of 50,00 euro per invoice.

1.8. Arcadiz Telecom NV reserves the right, in the event of non-payment by Customer, to put a stop to any further deliveries and services and to consider the agreement, ipso jure and without prior notice, as terminated in its whole or for the parts not yet executed. Even if the contract is terminated, payments for the whole contract are still due.

1.9. If Customer should partially or wholly cancel the order after a period of five days following the placement of the order, then Arcadiz Telecom NV shall be entitled, without prior notice and ipso jure, to demand compensation for breach of contract

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for an amount equal to 50% of the value of the price of the cancelled order. The order can no longer be cancelled once the Product is in production, the delivery has been partially or wholly made or the assignment has begun.

1.10. Customer accepts electronic invoices, unless he notifies Arcadiz Telecom NV in writing within 1 week of receipt of the electronic invoice that he cannot accept the invoice for specific reasons.

Delivery & Installation

2.1. The Product will be delivered by Arcadiz Telecom NV at the location in the order confirmation. The agreed deadlines for delivery and/or installation of the Product are indicative and in no way binding for Arcadiz Telecom NV.

2.2. Delivery and/or installation will be executed in conformity with the agreed Statement of Work or Service Order Form, detailed in the purchase order. The Customer shall take all necessary steps to ensure that the space and infrastructure is ready for the installation of the Product before the foreseen date of installation. If the conditions stipulated have not been met at the time of installation, all subsequent costs (storage, work activities, travel expenses, ...) will be charged to the Customer.

2.3. If the Product is supplied with software or firmware, their sale shall be interpreted as the "licensing" of the software or firmware. Such licensing is non-exclusive and non-transferable. If the Product also includes third party software, the Customer is responsible for observing and complying with all obligations of these licenses available on the respective websites of these suppliers and subcontractors.

2.5. Following the delivery and/or installation of the Product by Arcadiz Telecom NV a statement of acceptance will be signed by the Customer wherein it is stated that the Product complies with what was ordered by the Customer. In the event of the Customer or his third parties undertaking the installation themselves, then the statement shall be signed upon delivery of the Product.

2.6. If no statement of acceptance is signed, it shall be assumed that the Customer accepts the conformity of the Product delivered, the successful installation of the Product by Arcadiz Telecom NV and the absence of defects, unless he informs the latter in writing within 5 days following the delivery and/or installation of the Product that it does not comply with what was ordered or that the services were not properly carried out.

2.7. In the event of a sale, complaints concerning hidden defects must be notified to Arcadiz Telecom NV in writing within 8 days of the discovery of the hidden defects, under penalty of cancellation. The short period stipulated in Article 1648 of the Belgian Civil Code is, between the parties, 1 month from the discovery of the defect.

2.8. Any problem or bug found after acceptance of the Product shall be covered by a maintenance and support contract annexed to the formal agreement, on a best effort basis, unless otherwise agreed.

2.9. The commercial or operational use of the Product by the Customer means an automatic acceptance of the Product, even if some problems or bugs remain afterwards.

Warranty

3.1. During a warranty period of 12 months Arcadiz Telecom NV guarantees that the Product, excluding software and services, is free of defects. The warranty period begins on the date of acceptance of the Product. The warranty only applies if the defects are reported in writing within this period of 12 months.

3.2. The obligations of Arcadiz Telecom NV with regards to this warranty are limited to the provision of services mentioned in the service agreement signed by both Arcadiz Telecom NV and the Customer. If no such service agreement has been signed, then the warranty is limited to parts and hourly labour costs for repairs, provided that the repairs are carried out under the supervision of Arcadiz Telecom NV and excluding the cases defined in article 6.1.

Travel costs will be charged to the Customer at the prices applicable at that time.

This service agreement can in no way be equated with an insurance policy.

3.3. Latent defects in the Product must be communicated to Arcadiz Telecom NV by registered letter within 5 business days following the detection of the defect. Arcadiz Telecom NV then has the right to either repair the defective Product or to have it partially or completely replaced. Under no circumstance shall the warranty entitle the Customer to any compensation claim or

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to demand the termination of the agreement. If the latent defect should make the repair or replacement of the Product impossible, the agreement can be terminated by means of a written request from Customer but without any form of compensation for Customer.

3.5. The above-mentioned warranty shall not be applicable if the non-functionality of the Product is the result of cases mentioned in article 6.1.

Liabilities

4.1. Arcadiz Telecom NV shall use all necessary means in order to provide Products according to the best practices as they exist at the time of the delivery of the Product. Arcadiz Telecom NV's commitments must be qualified as obligations of means.

4.2. The contractual and extra-contractual liabilities assumed by Arcadiz Telecom NV (including the gross negligence and wilful misconduct of the employees and executing agents) is explicitly limited to an amount equal to the total sales price, as defined in the order confirmation, with a maximum of 25.000 euro (twenty-five thousand euro).

4.3. Arcadiz Telecom NV shall under no circumstance be held liable for indirect damage such as financial damage, commercial damage, production losses, loss of profit or income or for loss of information. It shall be incumbent upon Customer to store his information in a sufficiently efficient manner and to ensure the necessary "back-ups". Arcadiz Telecom NV is not responsible for damages to the Customer caused by third parties.

4.4. All claims for indemnification filed against Arcadiz Telecom NV must be notified in writing to Arcadiz Telecom NV within five days of the observation of the damage, on pain of their lapsing.

4.5. Arcadiz Telecom NV can never be held responsible for death or personal injury.

4.6. The Customer represents and warrants that it will not use the Products of Arcadiz Telecom NV in a way that is in breach of such STCS, against public morale or in a way that violates national and/or international law, nor export the Product delivered by Arcadiz Telecom NV without the express permission of Arcadiz Telecom NV.

4.7. Neither party shall be held liable for the delay or non-fulfilment of commitments under this agreement or any ensuing agreements, if these are caused by circumstances qualified as Force Majeure and that are beyond the reasonable control of said parties (including social disturbances such as strikes, ...).

4.8. Arcadiz Telecom NV reserves the right to claim damages to the Customer for any breach of these obligations contained in the STCS.

4.9. Arcadiz Telecom NV's liability shall be excluded in particular for the cases mentioned in article 6.1.

Transfer of property

5.1. The delivered Products at purchase shall remain the property of Arcadiz Telecom NV until the total amount of the value of the agreement has been paid into the bank account stated on the invoice. Rented or leased Product shall remain the property of Arcadiz Telecom NV until notification of a possible purchase option.

5.2. The customer may not sell or pass on the ordered Product for as long as these are Arcadiz Telecom NV property. The customer shall notify Arcadiz Telecom NV immediately and in writing in the event of a third-party laying claim to the ordered Products.

5.3. All intellectual property and information belonging to Arcadiz Telecom NV or to its manufacturers, including those included in the Product or copies or amendments remain the property of Arcadiz Telecom NV or of its manufacturers.

5.4. Arcadiz Telecom NV shall transfer the risk of loss at the time of delivery. Partial or total loss of the Product through no fault of Arcadiz Telecom NV shall under no circumstance exempt Customer from any of his obligations towards Arcadiz Telecom NV.

Exclusions

6.1. In the event of the non-functioning or malfunctioning of the Products due to:

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- misuse or abnormal use and/or installation by the Customer or third parties,
- negligence or neglect during use by the Customer or third parties (oversteering the optical transceiver, removing dust caps on unused connectors, pouring of liquid, ...),
- cut lines (electrical and optical lines; line of sight), disturbances in the air conditioning, poorly working electrical sockets, storms, lightning, flooding and all other causes unrelated to the Products, inappropriate environmental factors such as high humidity, abnormal temperature, abnormally high presence of dust, ...
- the moving of the Product, repairs or modifications carried out by the Customer or third parties without the prior and written permission of Arcadiz Telecom NV,
- absence of underlying services that are not part of Arcadiz Telecom NV's scope of work,

6.2. In the event of Arcadiz Telecom NV being requested to carry out services on Product that are not included in the scope of this agreement, then Arcadiz Telecom NV retains the right to invoice the incurred costs according to the prices valid at that time.

Legal provisions

7.1. Arcadiz Telecom NV has the right to terminate the agreement or to suspend its responsibilities, ipso jure and without notice of default in the following cases:

- should Customer fail to meet or insufficiently meet the responsibilities arising out of this agreement
- should the execution of Arcadiz Telecom NV's responsibilities be subject to delays that are the direct consequence of the actions or negligence on the part of Customer or of the implementation by third parties involved by his doing
- should Customer file a request based on the Continuity of Enterprises Act, be declared bankrupt or involved in a settlement.

7.2. Both parties undertake to not disclose any information that they should have received during the execution of this agreement to third parties. Parties undertake for the execution of the agreement to only involve the persons necessary and to subject them to the same confidentiality clause.

Arcadiz Telecom NV and the Customer agree to maintain all material (techniques used, work methods, knowhow, prices, documentation, ...) confidential unless the material is publicly available without breach of a confidential obligation. For additional obligations regarding the confidentiality, parties refer to the non-disclosure agreement previously agreed between them.

7.3. The Customer hereby undertakes not to hire any employees or self-employed colleagues of Arcadiz Telecom NV involved in the execution of the agreement, and this in a direct or indirect manner, unless prior permission has been granted to do so. This obligation shall remain valid for a period of one year after the termination of the agreement. If Customer should not respect this obligation, Arcadiz Telecom NV shall be entitled to demand compensation equal to the value of one (1) year's gross salary of the employee in question.

7.4. If, in the context of the performance of the contract, personal data relating to Arcadiz Telecom NV employees or appointees are communicated (name, contact details, position), the Customer undertakes to process such data only in accordance with the Belgian Law of 30 July 2018, Law on the Protection of Natural Persons with regard to the Processing of Personal Data, and the European Regulation 2016/679 on the Protection of Natural Persons with regard to the Processing of Personal Data and on the Free Movement of such data. The Customer further undertakes to strictly comply with the provisions of the General Data Protection Regulation in respect of the persons whose personal data it transfers to Arcadiz Telecom NV. Arcadiz Telecom NV shall process personal data in accordance with its privacy statement, which is available on request.

7.5. The customer may only transfer the rights and obligations arising from this agreement to a third party after prior written agreement from Arcadiz Telecom NV.

7.6. Both a Dutch, French and English version of these General Terms & Conditions are available on request. However, the Dutch version shall always prevail over the translated versions. If the Customer does not request a translation in writing, then it shall be assumed that he accepts and understands the Dutch version.

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7.7. The laws of Belgium govern these STCS and by accepting the quotation Customer accepts to the exclusive jurisdiction of the court of Antwerp, division Mechelen, in Dutch, in all disputes arising out of its business relationship with Arcadiz Telecom NV.

7.8. The parties agree to exclude the provisions of the Vienna Sales Convention in this Agreement.

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