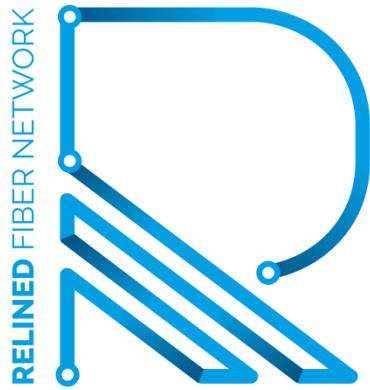


# GENERAL TERMS OF SUPPLY

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## RELINED GENERAL TERMS OF SUPPLY

### Article 1 Definitions

The following terms in these Terms of Supply are written with a capital letter and have the following meaning:

<b>Term</b>	<b>Description</b>
Acceptance	Approval by Client of the Connection for performing the Service according to the procedure described in article 8 of this ALR
Appendix	An appendix to the Master Service Agreement and/or Fiber Lease Agreements
Available	As set out in article 4 section 2 of this ALR
Compensation	The amount the Supplier is obliged to pay Client in the cases described in article 5 of the Service Description & SLA
Connection	The glass fiber Connection the Supplier makes Available on a Line to Client during the Period
Connection Fee	The Fee for preparing for use, installing and / or connecting the Connection(s) on the Line
Dark Fiber	An unlit glass fiber that has been made available for Client by Supplier
Demarcation Point	A glass fiber patch panel or hand hole in which the transfer from a glass fiber managed by Supplier to a Client's glass fiber takes place. This point is the interface between the responsibility of Supplier and Client
Fee	The Connection Fee and/or the Service Charges and/or other fees payable by Client to Supplier pursuant to the Fiber Lease Agreement
Fiber Lease Agreement	The agreement between Supplier and Client that contains specific details and agreements about the Connection and that forms an integral part of the Master Service Agreement
Glass Fiber Connection	A connection by the use of glass fiber cables
Incident	An Incident exists if the Service (as stated in the Master Service Agreement and / or Fiber Lease Agreement) is not available and this is not the fault of the Client
Line	The route taken by the Connection(s) as shown in the Fiber Lease Agreement
Location	Telecommunications area of the Client or of a third party.
Maintenance Works	Supplier's works on the Connection(s) in order to ensure the functionality of the Connection(s) on a Line, or part thereof, remains up to standards.

<b>Term</b>	<b>Description</b>
Master Service Agreement	The agreement that in combination with the General Terms of Supply Relined, forms the overall terms and conditions that apply to all Fiber Lease Agreements that Parties enter into (and have entered into) throughout the duration of the Master Service Agreement, unless both Parties have agreed otherwise.
Party or Parties	Client, Supplier or both
Period	Period during which Supplier provides Client with Service related to a Connection. The Period commences at the moment of Acceptance.
Regeneration Space	Space that Supplier places at Client's disposal in which to install equipment, as detailed in Appendix C of the Service Description & SLA document.
Relined's General Terms of Supply	The terms in question; also referred to as the 'ALR' ('Algemene Leveringsvoorwaarden Relined')
Repair Works	Works performed by the Supplier to remedy an Incident
Service Charges	Fee payable to Supplier by Client for the provision of the Service in relation to the Line
Service Description & SLA	The document in which the service description and committed service levels of the Service and business agreements are set out
Service(s)	Keeping one or more Connection(s) Available for Client, as well as performing maintenance on those Connection(s)
Specification	Description of specific conditions the Service must meet, including the Technical Specification
Technical Specification	Technical Specification as set out in the Fiber Lease Agreement

## **Article 2      General**

1. These ALR apply to all quotations and orders relating to the sale of items and/or the provision of Services by Supplier to Client and to the Master Service Agreement and all related Fiber Lease Agreements.
2. Client may only invoke conditions that derogate from these ALR if and in so far as they have been accepted in writing by Supplier.
3. If Client has entered into a Master Service Agreement with Supplier that is governed by these ALR then Client accepts the applicability of these ALR to all subsequent Fiber Lease Agreements entered into between Supplier and Client.
4. When Supplier starts applying a new version of these ALR and declares that this new version will apply to the Master Service Agreement and/or Fiber Lease Agreements with Client then it will not

be this version of the ALR but the updated version of the ALR that will apply to the Master Service Agreement and/or Fiber Lease Agreements in question.

### **Article 3      Formation**

1. All quotations made by Supplier will be valid for a period of 30 days.
2. A Fiber Lease Agreement will not be formed until the Parties have confirmed it in writing and have duly signed it.

### **Article 4      Service**

1. Supplier is obliged to perform the Service in respect of every Connection during the Period of the Connection in question, such to be performed pursuant to the conditions set out in the Master Service Agreement and in conformity with the Specifications, Technical or otherwise, as set out in the Fiber Lease Agreement. Client will pay Supplier the Service performance Fee(s) described in the Fiber Lease Agreement.
2. A Connection is deemed Available in conformity with the Specifications, Technical or otherwise, as from the moment that, in relation to the Connection, Acceptance has taken place and for as long as there is no Incident. The Availability of the Connection will be marked with a handover record. The provisions laid down in article 8 section 2 of this ALR with regard to the handover record apply in full.
3. In case of an Incident, Repair Works, Maintenance Works or other situations pertinent to a Connection not being Available after Acceptance by Client has taken place, the provisions set out in the Service Description & SLA apply.
4. The Master Service Agreement and Fiber Lease Agreements describe explicitly the nature and scale of Service, Supplier is to perform. Activities Supplier performs for Client that are not set out in the Contract, such as offering Regeneration Space, are not covered in the financial obligation of Client. Supplier may invoice Client separately for these services.

### **Article 5      Fee**

1. The Fees set out in the Fiber Lease Agreement are payable by Client to Supplier for setting up the Connection(s) and/or for performing the Service(s).
2. Supplier is entitled to invoice the Service Charges every month in advance.
3. If the Parties agree on a Connection Fee, this will be mentioned in the Fiber Lease Agreement.
4. Supplier is entitled to index the Fees set out under a Fiber Lease Agreement every year. The first indexation will take place on the first 1<sup>st</sup> of January following at least six months after delivery of the Connection(s). Indexation will be performed using the consumer goods price index figure, published by CBS Statistics Netherlands. The Fee is determined by multiplying the Fee(s) applying by a fraction, the numerator of which will be equal to the price index figure for the calendar year prior to the year of application and the denominator of which will be equal to the price index

figure of the calendar year two years before the year of application. All Fees invoiced by Supplier exclude VAT.

5. If the Parties have agreed on prepaid lease IRU, the following applies. At the end of the term referred to in the Fiber Lease Agreement and in the event of tacit renewal, Supplier will invoice Client the at that moment valid pricing based on Supplier's price list.

## **Article 6      Payment**

1. Client will pay the Fee(s) within 30 days after date of invoice. Payment will be made to Supplier's bank account as further advised in the Master Service Agreement . In the absence of Supplier's specific written consent, Client is not entitled to make any set-offs.
2. If Client fails to pay any Fee prior to the date referred to in section 1, Client will be supplied with notice of default by means of a reminder, as from the date of which Client will be in default. In that case the statutory rate of commercial interest will be payable by Client from the invoice due date, as well as the charge for any administrative and collection charges, even where such have been incurred without reference to legal proceedings, with a minimum of 15% of the amount owed, without prejudice to Supplier's right to reimbursement of any actual losses and legal expenses.
3. Unless Client supplies evidence to the contrary, an extract from Supplier's records, including documentation showing Fee(s) as due and liable, will qualify as comprehensive proof in respect of Client.
4. If Client fails to fulfil its obligation to pay or other obligations resulting from the Master Service Agreement and/or Fiber Lease Agreement or fails to do so on time, Supplier has the right to suspend the performance of the Master Service Agreement and/or Fiber Lease Agreement. Suspension does not affect Client's obligation to pay.

## **Article 7      Client's Obligations**

1. Client must take all the preventive measures required, including that of deploying expert staff, to avoid damage to a Connection or to the Line.
2. Client is obliged to comply with the requirements pursuant to the Dutch Telecommunications Act and the accompanying regulations, protocols and decisions. If Supplier is instructed by third parties or authorities to comply with statutory obligations that only Client can comply with then Supplier will inform Client of this immediately, so that Client can take the necessary measures. Client will indemnify Supplier against related claims made by third parties or authorities.
3. Client is obliged to ensure that devices put in place by Supplier are treated with all due care.

## **Article 8      Acceptance**

1. Supplier coordinates all activities necessary for installing and preparing the Connection(s) for use. Supplier and Client will, in the course of careful mutual review, decide the date at which Supplier is to offer the Connection(s) to Client for Acceptance by sending the handover record.

2. After completing the installation and/or after having set up a Connection Supplier will test the Connection in question to determine whether the Connection - pursuant to the Specification, Technical or otherwise - is Available for Client. Supplier will record the results in the handover record. The handover record will be signed by Supplier and sent to Client and must be returned signed by Client within five working days. If the handover record has not been received back within the period laid down and Client has not made any written notices about it, the Connection will be deemed to be accepted and Available.
3. On handover of the glass fiber Cable service an OTDR measurement shall be made at 1310 and 1550nm wavelength for Lines of less than 50 kilometres. In the case of Lines exceeding 50 kilometres an OTDR measurement will be made at 1550nm wavelength. The test report (part of the handover record) states the exact length of each route and the optical attenuation for both wavelengths. The OTDR test report is given to the Client following handover.
4. Client may not withhold Acceptance of a Connection for reasons other than those concerning the Specifications specifically agreed on between Client and Supplier. Acceptance may not be withheld because of the existence of minor defects, such being defects that do not reasonably impede the Client's ability to make use of the Connection, whether that use be operational or productive, without prejudice to Supplier's duty to remedy these minor defects.
5. If and in so far as this is reasonably necessary, Client will grant Supplier access to Client's Location(s). If a third party, or Client's staff, fails to grant Supplier access to the above-mentioned Location(s), and Supplier has heeded Client's reasonable and customary directions, or those of a third party designated by Client, Client will be liable for the costs and/or losses suffered thereby by Supplier.

## **Article 9      Demarcation Point**

1. Without invoicing Supplier for the costs thereof, Client will make available a Location that can act as a Demarcation Point. This can be on Client's premises and/or on those of a third party. The Location is specifically designed to receive the necessary facilities, such as cabling and any other infrastructure items so that Connection can be made ready for use. Immediately upon Supplier's request, Client will provide Supplier with the necessary assistance free of charge, in order for Supplier to be able to transfer the Connection to Client's glass fiber Connection at the Demarcation Point.
2. If, when installing a Connection Supplier notices a hindrance, technical or otherwise, that has been caused by, or that is under the responsibility of, Client, the Supplier's installation engineer will stay at the Demarcation Point for 30 minutes after having noticed it, while waiting for Client to resolve the hindrance. If the hindrance has been remedied within 30 minutes of it having been noticed, the work of installation will be pursued. If the hindrance has not been remedied within 30 minutes, the work of installation will be ceased and all the costs related to it and so arising will be borne by Client.
3. Following Supplier's prior written agreement, the arrangements deemed necessary by Client for a Demarcation Point will be performed at the Client's risk and expense. Supplier may link conditions

when granting approval in order to ensure the course of events runs smoothly at, or in connection with, the Connection in question.

4. If, in the opinion of Supplier and/or Client, access to a Demarcation Point is required, for example in order to perform Maintenance Works or Repair Works, Client and Supplier will undertake a mutual review via the contact persons named in Appendix B to the Service Description & SLA.

## **Article 10      Length and termination**

1. The following provisions apply in combination with the conditions agreed upon in the Master Service Agreement and the Fiber Lease Agreements.
2. Client is permitted to terminate the Master Service Agreement subject to 12 months' notice. All ongoing Fiber Lease Agreements will not be affected by this termination and the provisions set in the General Terms of Supply and Master Service Agreement will still be in effect.
3. Client is not permitted to terminate a Fiber Lease Agreement early, unless Parties have expressly agreed otherwise.
4. Supplier is entitled to terminate in writing either the whole or part of the Fiber Lease Agreement early and without recourse to law, without being obliged to reimburse any of Client's damages and/or costs if:
  - Supplier finds itself obliged to do so by modifications to law or regulation, for example the Telecommunications Act;
  - Supplier is obliged to do so in connection with the (legal) interests of the high-voltage and/or railway infrastructure legal owners, in terms to maintain the high-voltage and/or railway infrastructure in proper condition, or legal owners interests otherwise; in which case Supplier has a period of three months to offer an alternative with an obligation of the utmost effort;
  - Client has accorded the use of a Connection to a third party without Supplier's consent;
  - in Supplier's opinion, Client uses, or causes to use, a Connection improperly;
  - in Supplier's opinion, after proper notice of default, Client continues imputably to default on the fulfilment of any obligation arising from the Master Service Agreement and/or Fiber Lease Agreements.
5. Parties are entitled to terminate the Master Service Agreement and/or Fiber Lease Agreement(s) early – by giving notice in writing – with immediate effect if:
  - the other party loses the right to dispose of its assets, except in the cases referred to under article 13 of this ALR;
  - the other party is declared by court order to be in a payments moratorium and/or to be in a state of liquidation;
  - the other party is dissolved;
  - there is a force majeure situation and with a form of probability bordering on certainty the force majeure situation is expected to last more than 90 days after the day on which it has arisen.



6. If the Master Service Agreement and/or Fiber Lease Agreement ends early under the circumstances referred to under sections 4 and 5 of this article, every claim of Supplier's is immediately due and payable.
7. Following Fiber Lease Agreement termination Client will grant Supplier access to its property so that Supplier can remove the items of property placed at Client's disposal.
8. Modifications, complements and/or adjustments to the Master Service Agreement or Fiber Lease Agreements except for the modifications, complements and/or adjustments Supplier is authorised unilaterally to lay down pursuant to the Contract – will take effect when those modifications, complements and/or adjustments have been incorporated in a Fiber Lease Agreement and signed by Supplier and Client. As from that moment, these will be deemed an integral part of the Master Service Agreement and/or Fiber Lease Agreement.

## **Article 11 Liability**

1. Supplier and Client are each obliged to take all reasonably possible measures to prevent and/or limit damage to the other and will inform each other as quickly as possible if damage has arisen or threatens to do so.
2. If Supplier and/or Client or legal entities commissioned by any single one of them suffers damage as a consequence of the execution of the Master Service Agreement and/or Fiber Lease Agreement and the other party is liable for that, that liability will be subject to the following restrictions:
  - damage to property: only direct damages not exceeding EUR 2,500,000 per case of damage per year,
  - death or physical injury to persons: not exceeding EUR 1,000,000 per case of damage per year.These limitations do not apply in the case of intent and/or gross negligence by the party causing the damage.
3. Subject to the provisions of section 2 of this article Client and Supplier will only be liable for direct damage that has arisen from an imputable failure to observe the Master Service Agreement and/or Fiber Lease Agreements on the part of the Party concerned. The provisions of the previous sentence mean, amongst other things, that liability for consequential damage and/or indirect damage is excluded, such being understood as in all cases including loss of earnings, personnel costs, immaterial damage and other forms of damage to assets and/or damage to third parties that the other Party has suffered, or will suffer.
4. The restrictions on liability set out in this article also apply to
  - Parties' servants or employees; and,
  - third parties involved in Service provision at the request of one of the Parties.
5. Client indemnifies Supplier against all third party claims resulting in the reimbursement of loss, whether that be through or outside of contract, and such to include damage suffered by third parties caused by negligent behaviour and/or omission by Client's staff or by third parties commissioned by Client.

6. Client indemnifies Supplier against all damage, however called, arising from use of laser class higher than 3R.
7. Supplier is not liable for damage suffered by Client if the event, or connected series of events, causing the damage was not advised in writing by Client to Supplier within 14 calendar days after the damage arose.
8. In respect of Supplier, Client is liable for the damage to the facilities and/or equipment put by Supplier at Client's disposal, including the consequences of fire, loss, theft and destruction, including the entire or partial destruction of the facilities and/or equipment. The Client will take out adequate insurance cover to that effect.
9. If, in respect of the event, and/or connected series of events, causing the damage, Client would qualify for a Compensation Fee pursuant to the Service Description & SLA, Client will not be entitled to other, or complementary, damages, for example pursuant to this article. Supplier will never be obliged to pay Client an amount – consisting of the Compensation Fees or damages – greater than the maximum level set by the liability restriction laid out in this article.

#### **Article 12      Confidentiality**

1. Supplier and Client recognise that the content of their relationship, as well as the data and the information that, in the context of the Master Service Agreement and/or Fiber Lease Agreement, they each dispose of or come to dispose of, is strictly confidential.
2. Supplier and Client warrant each other that the data will, for the purposes of implementing the Master Service Agreement and Fiber Lease Agreements, be kept strictly confidential and vouch for those of their employees having access to data, information and/or computer programmes in the context of implementing the Master Service Agreement and Fiber Lease Agreements.
3. In the context of the provisions of the first section, no obligation of confidentiality falls upon Supplier and Client in respect of data that:
  - had already been released by its owner into the public domain; and,
  - contain general ideas, concepts, knowledge or technologies related to implementing the Master Service Agreement and/or Fiber Lease Agreements.
4. Without prejudice to the provisions of this article, Supplier and Client are obliged to keep confidential:
  - the source of the data;
  - financial, statistical or personal data; and,
  - business data relating to Suppliers' internal operational management.

#### **Article 13      Transfer of right**

1. Parties are not entitled to transfer in whole or part their rights and obligations under this Master Service Agreement and/or Fiber Lease Agreement to third parties without the prior written consent of the other party, which consent will not be withheld unreasonably.

2. Supplier is entitled to transfer, either in full or in part, its business and/or its glass fiber network (including the Connection(s)), to a third party, without this entitling Client to terminate or dissolve the Master Service Agreement or Fiber Lease Agreements.

#### **Article 14      Miscellaneous**

1. Notifications made by Supplier and Client to each pursuant to the Master Service Agreement and/or Fiber Lease Agreements are to be made in writing. Oral communications, undertakings or promises will be devoid of legal force unless these are confirmed in writing. Except for cases of an Incident, the contact persons named in Appendix B to the Service Description & SLA will qualify as the contact persons for making communications and/or notifications in respect of the Master Service Agreement and/or Fiber Lease Agreements . The afore-mentioned contact persons are authorised on behalf of either Client or Supplier to perform all acts, legal and otherwise, that may be necessary in the context of the Master Service Agreement and Fiber Lease Agreements and are, in so far as this is necessary, hereby empowered so to act.
2. Supplier is entitled to allow part of or all of the Master Service Agreement and/or Fiber Lease Agreements to be performed by third parties.
3. Dutch law applies to the Master Service Agreement and Fiber Lease Agreements. Any disputes will be settled by the competent Dutch court in the Utrecht legal district.