

# **General Terms and Conditions**

## **EasyConnect Services**

---

■ **ARTICLE 1: GLOSSARY**

- **EasyConnect Service Agreement:** the EasyConnect service(s) agreement(s), the relevant EasyConnect service Annexes(es) and the General Terms and Conditions.
- **General Terms and Conditions – EasyConnect:** the present General Terms and Conditions
- **Control:** Control over a Party as described in the accounting and consolidation rules applicable on the entity having control.
- **Customer:** the Party entering into the EasyConnect Service Agreement for the provision by BICS of EasyConnect Services.
- **BICS' Customer extranet (MyBICS portal):** A website accessible via the public Internet and protected by a username and password on which the Customer can find all tools and information relevant for the EasyConnect services
- **Force Majeure:** Acts or events that are outside the reasonable control of the relevant Party.
- **Internet:** Means a network of interconnected computer networks that transmit data by packet switching using the internet protocol (IP).
- **Network:** The transmission and/or switching equipment and other resources to convey signals between points by wire, radio waves, by optical or other electromagnetic means.
- **Operational Date:** Moment as from which The EasyConnect service(s) is/are supplied in accordance with the Agreement.
- **PSTN:** Means Public Switched Telephone Network
- **Public Internet:** Means the worldwide accessible Internet
- **Services:** Mean any EasyConnect service as described in relevant Service Annex.
- **SMS:** Short Message Service
- **A2P SMS:** Application to Person Short Message service is a message that is generated by application (typically a web app) and is being sent to a mobile

subscriber, or by a person, using an application to send message to another end subscriber.

- **VoIP:** Means Voice over IP.
- **VoIP Services:** Means services that support voice- & fax- services in packet mode over the Internet Protocol.

## ■ **ARTICLE 2 : RIGHTS AND OBLIGATIONS**

- 2.1. The Parties shall supply the EasyConnect Service(s) in accordance with the provisions made in this EasyConnect Service Agreement.
- 2.2. The Parties can subcontract the performance of Services to third parties. However, the Party remains liable for its obligations and for the subcontracted work.
- 2.3. The Parties shall co-operate to prevent and eliminate any kind of fraud or abuse that involves the Parties' respective Network or relevant service activity. If any Party suspects any kind of fraud or abuse which involves the Parties' respective Network or relevant service activity, the Parties shall co-operate and use all appropriate means to identify, eliminate and prevent the fraud or the abuse concerned. Either Party will be entitled to suspend the provision of the EasyConnect Service(s) with immediate effect if fraud is detected or if a Party is informed of fraud by a regulator or is instructed to suspend the EasyConnect Service(s) by a regulator or a government body.

## ■ **ARTICLE 3: TERM AND TERMINATION**

### - **TERMINATION MODALITIES**

- 3.1. Either Party can terminate the EasyConnect Service Agreement at any time upon giving a 1 month notice period.
- 3.2. In the event of a serious default by a Party, the other Party can terminate with immediate effect the EasyConnect Service Agreement. The following are considered to be serious defaults (non-exhaustive list):

- a. BICS not supplying the EasyConnect service (full service outage) during a period of 2 weeks;
  - b. Non-payment of amounts due by the Customer within 5 calendar days after having been advised thereof by BICS in writing;
  - c. Fraudulent or abusive use of the Service or absence of measures reasonably required to prevent such use;
- 3.3. Either Party is entitled to terminate with immediate effect the EasyConnect Service Agreement if the other Party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the other party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party).

## ■ **ARTICLE 4: FINANCIAL TERM**

### **PREPAYMENT & BALANCE MANAGEMENT**

- 4.1. Prior to the Operational Date of the EasyConnect service, the Customer shall make an initial prepayment in the by Section A of relevant Service Annex agreed to be used currency at a minimum value equivalent to 1000 EURO. Any other payment done after the initial prepayment will be in the agreed to be used currency at a minimum value equivalent to 100 EURO. For the sake of clarity any payment sent in another currency than the one foreseen in the Agreement will not be converted to the EasyConnect balance but refunded to the bank account of the customer as fast as possible.
- 4.2. Any prepayment done by the Customer must contain the remittance code defined by BICS for the Customer; this remittance code to be used is also documented on the BICS' Customer extranet (MyBICS portal) in the balance info section.
- 4.3. The Parties agree that a prepayment is considered effective when the funds have been correctly identified and cleared on BICS bank account. BICS is not responsible for weekend notifications, public holidays, banking time funds clearing or email or other technical issues. The prompt transfer of funds of the valid prepayment available on BICS bank account is the sole responsibility of and is to be executed by the Customer. The Customer will at its own responsibility take this bank-

transfer-delay into account, thus avoiding unplanned zero funds and suspension in accordance with the article 4.8. below. Bank charges are borne by the Customer.

- 4.4. Valid prepayments received (meaning effectively available on BICS bank account) and containing the correct agreed identification data will be added to the balance.
- 4.5. Prepayments that are received but for which BICS cannot identify the Customer due to missing identification data, will be temporally retained and added to the balance within 15 days after identification.
- 4.6. BICS will make available a set of web based tools on the BICS' Customer extranet (My BICS portal), allowing the Customer to track its prepaid balance online. The web interface is considered as an accurate guide. However, it is the full responsibility of the Customer to manage and maintain its prepaid credit balance to avoid service interruptions.
- 4.7. Every call / SMS sent by the Customer to BICS will consume/ exhaust in nearly real time the prepaid balance based on the applicable rates mentioned in the price-list in force at the time.
- 4.8. When the balance does reach zero (0) value, the service is automatically deactivated and the Customer will no longer be able to terminate traffic (voice and / or SMS) through BICS' network. Except if BICS and customer agree on another moment for the prepayment platform to send the suspension instruction, the suspension instruction is sent by the prepayment platform as soon as the balance reaches "0". The Carrier Service(s) will be suspended within 30 minutes of the suspension instruction being sent by the prepayment platform. Therefore, it is possible that outstanding amounts are due for services used during the period starting from the sending of the suspension instruction and the effective suspension. BICS cannot be held responsible for this delay and the possible negative balance created and customer agrees to pay the concerned amount. The service is automatically re-activated when the balance is made positive again by executing a prepayment. BICS commits to take all reasonable endeavours to notify Customer via e-mail and through BICS' Customer extranet as soon as BICS has suspended the EasyConnect Service(s).
- 4.9. The Customer is obliged and will be responsible for the updating and the payment of the prepayment amounts, such amounts always being greater than the amounts corresponding to the traffic which has been effectively processed in accordance with the rates which are in force at the time.

- 4.10. For the purpose of allocating the actual consumption of Customer against the prepaid balance and in order to maintain a positive prepayment balance, the Parties agree to use BICS' figures (irrespective of any dispute) in case of difference between Customer and BICS' reconciliations.
- 4.11. Where any non-prepaid usage occurs, the following prepayment shall be applied first to any such usage.
- 4.12. Any adjustment of the real-time balance is made by BICS with its best endeavours and on a pro-rated basis. Once a month, a final adjustment of the balance will be executed based on the relevant valid monthly consumption reports made available on the BICS' Customer extranet. This monthly consumption report will detail the amount and if applicable type of VoIP minutes / SMSes per destination, the applicable rates per destination and the total amount consumed.
- 4.13. All prepayments made by the Customer must be fully consumed. In case of positive balance the day the service is terminated in accordance with the article 3.2., the Customer will not be entitled to request any kind of refund for the prepayments done.

- **INVOICING**

- 4.14. BICS will issue an electronic invoice equal to the amount of the prepayment after receipt of each prepayment. The invoices will be published on the BICS' Customer extranet.

- **FINANCIAL AND BALANCE LEVEL DISPUTES**

- 4.15. If the Customer disagrees with specific elements redrawn from its balance, it must notify BICS via BICS' Customer extranet at the latest 30 days after the occurrence of the disputed balance redraw. However, disputes are independent of the prepayment process. All disputes must at least explicitly mention the EasyConnect Service Agreement's reference number, the service used, the destination, the object and arguments of protest (if applicable).
- 4.16. The Parties shall not raise a dispute in relation to all or part of a prepayment invoice later than six (6) months after the end of the month to which the invoice relates. After this six (6) months period, the Parties agree to irrevocably waive their rights

to dispute the invoice. In case of fraud, this six (6) months period will not be applicable.

- 4.17. If the amount in dispute on balance level or invoice is less than €50 value, the Parties agree not to pursue the dispute.
- 4.18. BICS shall not be obliged to establish a credit note for the supply of the EasyConnect service for which the Customer could not collect the corresponding amount with its end user (e.g. in the event of insolvency or fraud).

- **EASYCONNECT SERVICES PRICING**

- 4.19. All prices shall be quoted per minute or per sms, depending on the service being used and are exclusive of any tax. Prices are set out in the official price lists published on the BICS' Customer extranet.
- 4.20. BICS will communicate prices via the BICS' Customer extranet for the relevant service via separate and non-related price lists.
- 4.21. Prices are subject to change from time to time in respect to the condition that BICS will notify the Customer at least seven (7) calendar days prior to the rate modification by publishing a new price list on the BICS' Customer extranet.
- 4.22. For VoIP EasyConnect service, despite the fact that pricing is quoted per minute, BICS will calculate the cost of each call originated by the Customer in one-second increments and adapt the balance accordingly. For SMS EasyConnect service pricing is being quoted per delivered SMS. A SMS is considered as delivered as soon as it has been successfully submitted to BICS

- **VAT**

- 4.23. The prices exclude VAT or any other applicable tax. If a Party applies any tax on the EasyConnect service(s), it should notify the other Party thereof at the latest at the execution of the EasyConnect service(s) or at the entry into force of the tax. The Party refusing any tax must notify the other Party in advance and motivate its refusal in detail. Such objecting Party shall have the right to protest, by appropriate proceedings, the imposition or assessment of any such taxes and shall be responsible for such payments that are ultimately required and shall indemnify and hold the other Party harmless from any expense, legal action, or cost resulting from

the exercise of its rights pursuant to this Article. If the tax could be reduced or refunded by introduction of any tax document and intervention/collaboration of the other Party, the later will do the necessary requirement to reduce or obtain the refunding of the tax.

The Services will be provided as described in Schedule 1 and Schedule 2 (Service plans) of this Agreement.

#### ■ **ARTICLE 5: WARRANTY**

- 5.1. The EasyConnect service(s) is to be provided to the best ability of BICS and in accordance with "state of the art" techniques, without warranties as to the intended result to be achieved.
- 5.2. The warranty is excluded for defects or service interruptions of the EasyConnect service if the Customer does not follow the BICS instructions.

#### ■ **ARTICLE 6: LIABILITY**

- 6.1. For direct material damages and direct physical damages (including direct material and physical damages of the employee(s) and contractor(s)), a Party's liability shall be limited to EURO 500,000.00 per year.
- 6.2. All other damages, such as those caused by Force Majeure, indirect (material and immaterial), pure or consequential, immaterial and/or financial, special, incidental or punitive damages, including but not limited to loss of profit, loss of revenue, customers of the other Party, loss of data, loss of use, loss of savings, loss of goodwill or opportunity, interruption of service or claims of third parties, are excluded from each Party's liability.
- 6.3. Neither Party may exclude or limit its liability if the damages suffered by other Party are caused by fraud or are caused recklessly, knowingly or having reason to know that it would be likely to result in such damage.



■ **ARTICLE 7: FORCE MAJEURE**

Neither Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fibre or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply or other acts of events that are outside the reasonable control of the concerned party.

■ **ARTICLE 8 CONFIDENTIALITY**

- 8.1 The EasyConnect Service Agreement is made in strict confidence between the Parties. Neither Party will disclose whole/or a part of this Agreement without the prior written consent of the other Party.
- 8.2 After termination of The EasyConnect Service for whatsoever reason, the obligations of confidentiality provided under this Agreement will remain in full force and effect during 3 years as from such termination.

■ **ARTICLE 9: GENERAL PROVISIONS**

- 9.1 The EasyConnect Service Agreement cannot be interpreted as giving a Party the right to use the intellectual property of the other Party. The Parties commit not to compromise in any manner each other's registered trademarks and/or service marks.
- 9.2 The failure of any Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of the Agreement by a Party shall not constitute a waiver of any prior or subsequent violation or breach.
- 9.3 If any provision of the EasyConnect Service Agreement is determined by a court or other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

- 9.4 The Parties to the EasyConnect Service Agreement are independent contractors. Neither Party is an agent or representative of the other Party. Nothing in the EasyConnect Service Agreement shall be deemed to create a partnership, joint venture or similar relationship.
- 9.5 The signing persons are duly authorised by legal and corporate rules to represent and engage their respective Party and declare to act within the authority delegated to them. Any Party to the EasyConnect Service Agreement may require proof of the powers delegated to the person representing and engaging the other Party.
- 9.6 Neither Party may assign or transfer all or any part of its rights, benefits or obligations under the EasyConnect Service Agreement without the prior written consent of the other Party.
- 9.7 BICS reserves its rights to modify unilaterally the terms and conditions of the entire EasyConnect Service Agreement. The version of the EasyConnect Service Agreement which is accessible on the BICS' Customer extranet must always be considered as the latest version of the agreement. The Customer is entitled to terminate the EasyConnect service if it does not agree with the changes.

## ■ **ARTICLE 10: DISPUTES**

The EasyConnect Service Agreement and the relationship of the Parties in connection with the subject matter of the Agreement shall be governed by and determined in conformity with Belgian law. Any dispute shall be brought before Brussels courts.

# Schedule 1 – VoIP Service Plan

## 1. Scope

On a non-exclusive basis, BICS agrees to provide to the Customer the connecting facility with its network allowing the Customer to route its international outbound VoIP traffic directly or in transit to various destinations.

The type of traffic, for originating and for terminating traffic, shall be VoIP traffic only. For sake of clarity, the following examples are excluded: manual treated calls via operators, ISDN traffic or any other type of voice and data traffic.

## 2. Service description and features

- VoIP services will use IP routing and will be handled via public addresses in the public internet routing table.
- The technical specifications of the VoIP Services are described in the "Ready for Service" mail which is sent out when the interconnection process is over.
- The Customer shall, by use of the correct technical prefix, be able to decide "call by call", if it wants to use Business class routing or First class VoIP routing. The default routing when no prefix is used is First class VoIP routing.
- Because of the nature of VoIP interconnection over Public Internet the following remarks apply:

- ✓ Applications such as fax, modem and multichannel Videoconferencing are supported on a best effort basis, but not committed;
- ✓ Statistics provided in QoS reporting are based on calls received by BICS and may differ from number of calls sent;
- ✓ Parties do not take any liability for the conveyance of the CLI over the Public Internet interconnection between their networks;
- ✓ Service and quality guarantees only cover the transmission part after the calls reach the BICS VoIP platform (being the SBC). Under this agreement BICS gives no service or quality commitment for the Public Internet link between the Parties' VoIP platforms.

### 3. Technical Connection

- To perform the VoIP Services, each Party must bear the costs related to investment, provisioning and maintenance of the connecting facility located within its network territory.
- To perform the VoIP Services, each Party must bear the costs related to investment, provisioning and maintenance of third party Public Internet transport located outside its respective network territory.
- The VoIP Services will be handed over to BICS with IP connectivity. Connections can be made over the Public Internet and the used IP addresses will allow being routed using Public Internet routing.
- BICS determines in which manner directly or indirectly it routes the received VoIP traffic pursuant to the First Class VoIP or Business Class routing plan. BICS is not obliged to convey Call Line Identification (CLI). In case First Class VoIP routing is used by the Customer, BICS will execute in good faith and with its best endeavours the use of routes which are supporting the transmission of CLI, as mentioned below in the characteristics of this routing product. In no event will a Party provide the other with access to end-user's management systems.
- The number of simultaneously usable sessions supporting the VoIP traffic sent by the Customer to BICS will be fixed at 150 sessions. If the Customer exceeds this number of simultaneously usable sessions, the calls will be rejected.

■ **FIRST CLASS VoIP ROUTING CHARACTERISTICS**

- First Class VoIP quality is a very high quality for International VoIP Outgoing Calls. The aim of this product is to enable traffic termination at retail quality.
- The First Class VoIP routed calls shall be carried over the best available quality routes. Therefore BICS shall use its best efforts to route as such.
- The First Class VoIP routed calls shall be preferentially routed on direct routes to the destination operators. A transcoding free direct VoIP route will have preference on a direct TDM route.
- If BICS chooses to use a hub inside the First Class VoIP routing, only the best available alternative routes will be implemented. Such routes must provide a quality at least comparable to the direct route.
- BICS is responsible for in-depth testing of each First Class VoIP route before implementation.
- BICS shall on an on-going basis monitor the performance of the implemented First Class VoIP routes.
- BICS guarantees to take immediate action when the quality of the First Class VoIP routes is insufficient.
- BICS ensures 24/24 hours pro-active quality monitoring and alarm identification for the First Class VoIP routing. Technical trouble tickets opened by the Customer via the Customer extranet will be actively used to identify quality issues on specific routes.
- BICS guarantees that when First Class VoIP quality routing is used the Calling Line Identification (CLI) and the CLI information (CLIP and CLIR) will be transparent passed over the BICS network to the destination network. BICS does not guarantee that the destination network will respect the rules and obligations for CLI information transmission towards the end-user.

## ■ BUSINESS CLASS ROUTING CHARACTERISTICS

- Business Class quality is a best effort quality for International VoIP Outgoing Calls. The aim of this product is to enable traffic termination at a best possible cost versus quality ratio.
- BICS does not offer any quality guarantees to the Customer for calls made using the Business Class routing quality. Where the Customer finds the Business Class quality does not support its business needs towards a certain destination, it will start using the First Class VoIP quality service in order to resolve the issue.

## 4. Quality of Service (QoS) reporting

□ Via the Customer extranet, BICS shall provide reporting per destination of the following performance parameters related all traffic sent to BICS by the Customer:

- Network Efficiency Ratio (NER);
- Carrier Answer to Seizure/Bid Ratio (ASR/ABR);
- Post Gateway Delay (PGD);
- Average Length Of Conversation (ALOC).
- CLI transit transparency

# Schedule 2 – SMS Service Plan

## 1. Scope

On a non-exclusive basis, BICS agrees to provide to the Customer the connecting facility with its network allowing the Customer to route its international SMS traffic directly or in transit to various destinations.

The type of traffic, for originating and for terminating traffic, shall be **A2P traffic only**. For sake of clarity, traditional Person 2 Person traffic originating from mobile operator's end subscriber and being addressed to another mobile operator's end subscriber cannot be terminated within EasyConnect SMS service.

## 2. Service description & Technical Connection

- To perform the SMS Services, each Party must bear the costs related to investment, provisioning and maintenance of the connecting facility located within its network territory.
- To perform the SMS Services, each Party must bear the costs related to investment, provisioning and maintenance of third party connecting facilities located outside its respective network territory.
- Connections to BICS SMS platform can be done in various ways, as specified in the SMS Service Annex, being part of the EasyConnect service agreement.
- The Customer will choose the right SMPP bind (business or first-class) in order to send his SMS traffic. Different price are assigned on each product.
- BICS determines whether it will route received SMS traffic directly or indirectly and this depends on the First Class SMS or Business Class SMS routing plan as specified in the article 4 of this Schedule. BICS will keep the sender ID as it is received from the customer, but can't guarantee it in case of indirect routing. In case of First Class SMS routing is used by the Customer, BICS will execute in good faith and with its best endeavours the use the routes which are supporting the transmission of Sender ID.

- The SMS maximum throughput is 20 SMS/sec for each SMPP bind. There is 1 bind first class and 1 bind business class.

### **3. EasyConnect SMS Products**

#### **■ FIRST CLASS SMS ROUTING CHARACTERISTICS**

- First Class SMS routing offers a premium quality delivery of the SMS traffic.
- The First Class SMS routed SMSes shall be carried over the best available quality routes.
- The First Class SMS routed SMSes shall be preferentially routed on direct routes to the destination operators, wherever possible.
- Where ever direct routing is not possible, BICS will use an alternative route inside the First Class SMS routing, but in this case only the best available alternative routes will be implemented. Such routes must provide a quality at least comparable to the direct route.
- BICS is responsible for in-depth testing of each First Class SMS route before implementation.
- BICS guarantees to take immediate action when the quality of the First Class SMS routes is insufficient.
- BICS ensures 24/24 hours pro-active quality monitoring and alarm identification for the First Class SMS routing. Technical trouble tickets opened by the Customer via the BICs' Customer extranet will be actively used to identify quality issues on specific routes.
- BICS guarantees that when First Class SMS quality routing is used the Sender ID will be transparently passed over the BICS network to the destination network. BICS does not guarantee that the destination network will respect the rules and obligations for CLI information transmission towards the end-user.



- For the First Class SMS routing BICS shall indicate per destination whether Sender ID is explicitly guaranteed by the operator to which the First Class SMS traffic is delivered. This information will be included in the First Class SMS pricelist.

■ **BUSINESS CLASS SMS ROUTING CHARACTERISTICS**

- Business Class SMS routing is a best effort routing in terms of guaranteed quality for termination of SMS traffic. The aim of this product is to enable traffic termination at a best possible cost versus quality ratio.
- If the Customer finds the Business Class quality does not support its business needs towards a certain destination, customer shall start using the First Class SMS quality service in order to resolve the issue.