

GENERAL TERMS AND CONDITIONS AS OF 01-03-2012

between :

LU-CIX asbl, established at 4, rue A. Graham Bell L-3225 Bettembourg under Luxembourg law and registered at the Luxembourg Trade Register under F9711, hereinafter "LU-CIX"

and:

the member, member of the LU-CIX asbl as defined above, hereinafter the « MEMBER », together the "PARTIES"

The PARTIES hereby convene:

Article 1 : FIELD OF APPLICATION

1.1 The present terms and conditions relate to all services (hereinafter "SERVICES") requested by the MEMBER and rendered by LU-CIX or its subcontractors.

1.2 The present terms and conditions are deemed accepted by the PARTIES prior to any service delivery.

1.3 The present terms and conditions replace and annihilate all Service Delivery Conditions of the MEMBER.

1.4 The delivery of the SERVICES is subject to technical prerequisites and constraints, which the MEMBER has to acknowledge and fulfil. They are available at www.lu-cix.lu

1.5 For some SERVICES special conditions may apply. In case of conflict between the special conditions and the present General Terms and Conditions, the special conditions prevail.

Article 2 : MEMBER OBLIGATIONS

2.1 In order to benefit from the SERVICES, the MEMBER needs to have been accepted as member of the LU-CIX asbl and the MEMBER must have paid the related membership fees to LU-CIX asbl.

2.2 Some SERVICES are subject to technical constraints and/or obligations (rules). These are published on www.lu-cix.lu. The MEMBER commits to follow these rules. In case the MEMBER does not follow these rules, LU-CIX has the right to immediately suspend the SERVICES.

Article 3 : INVOICING AND PAYMENT

3.1 The MEMBER has to pay the agreed fees for the SERVICES.

3.2 Installation and one-time fees will be invoiced as soon as the installation is achieved. Recurring charges will be invoiced *praenumerando* at the beginning of each invoicing period. Invoicing will be done in euros (EUR) unless otherwise agreed.

3.3 Recurring fees for SERVICES including labour will be indexed automatically according to the Luxembourg living index as published by the STATEC, www.statec.lu.

3.4 Invoices are fully due and have to be paid according to the payment schedule mentioned on the invoice, but no later than 30 (thirty) days after the invoice date.

3.5 Invoices may be sent electronically.

3.6 Any objection to an invoice has to be notified by registered letter no later than 15 (fifteen) days after the invoice date. In case no objection is received according to the above, the MEMBER is deemed to have accepted the invoice in its entirety. In case of objection, the amount of the invoice remains fully due.

3.7 In case an amount remains due after the due date, the amount will be incremented by its interest which will be no less than 10%. The amount and the interests remain due even if the SERVICES are cancelled or stopped for whatever reason. Further LU-CIX reserves its right to invoice an administrative fee of 75,00€ per unpaid invoice in order to cover the additional costs and reserves its right to request immediate payment of all outstanding invoices, even before their due-date.

Article 4 : TERM AND TERMINATION

4.1 Except otherwise agreed the initial term of the SERVICES is 12 (twelve) months. The term starts at the first activation of the SERVICES.

4.2 The MEMBER may notify in writing its cancellation at any time. The cancellation will become effective at the end of the term as above, provided that notification is received 1 month in advance.

4.3 At the end of the initial term the SERVICES are renewed for an undetermined period of time and can be cancelled at any time subject to a 2 (two) months' notice.

4.4 If the MEMBER terminates a fixed-period CONTRACT before the end of its initial term, the MEMBER undertakes to pay LU-CIX all the installation costs related to the concerned CONTRACT as well as all monthly fees falling due up to the expiry date of the end of the initial term of the CONTRACT.

4.5 LU-CIX reserves its right to cease the SERVICES after the initial term, subject to a 6 (six) months' notice. LU-CIX will endeavour to offer a suitable substitute solution, which the PARTIES will negotiate in good faith.

4.6 In case any PARTY commits a material breach, and is not able to remedy to the breach within 15 (fifteen) days after notification by the other PARTY, the other PARTY may cancel the SERVICES with immediate effect. Notification has to be done in writing.

4.7 To be considered as material breach is among others one of the following: non-payment of the invoices due, any illicit or illegal use of the INTERNET, violation of common INTERNET practices, etc.

Article 5 : SERVICE INTERRUPTION

5.1 In case of non-payment of the amounts due and written notification by LU-CIX, LU-CIX may suspend the SERVICES till payment of all amounts including interests is

received in full. LU-CIX will invoice the costs for re-establishing the SERVICES to the MEMBER.

5.2 In case of non-payment LU-CIX has the right to request a bank guarantee before re-establishing the SERVICES.

Article 6 : LIABILITY

6.1 LU-CIX will in any case, except in case of gross negligence or wilful misconduct, not be liable for any loss of use, profit or interruption of business, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), or otherwise, to the MEMBER or any other party, even if LU-CIX has been advised of the possibility of such damages.

6.2 LU-CIX is especially not liable for any content or data which might pass or be cached within its technical platforms. Any dispute arising on illicit or illegal content, copyright infringement or any other issue related to content or data has to be dealt by the MEMBER and the MEMBER has to keep free and harmless LU-CIX from any claim, including administrative and lawyer costs.

Article 7 : DATA PROTECTION

The MEMBER herewith explicitly agrees that its data are collected, stored and treated in order to render the SERVICES. The responsible for data treatment is LU-CIX Management GIE. According to Luxembourg law, the MEMBER has the right and the possibility to view and amend the data which is related to it. The MEMBER acknowledges that this data might be forwarded to third parties in case this is required for the delivery of the SERVICES.

Article 8 : MISCELLANEOUS

8.1 Every modification of or deviation to the present terms need to be agreed to by both PARTIES in writing.

8.2 LU-CIX may amend the present terms at any time in case it is required by a change in the legal or regulatory field or if LU-CIX is requested to by any authority. In this case LU-CIX will notify the MEMBER or by direct notification or by publishing on its website or any other means of publishing, at LU-CIX's sole convenience.

8.3 If one or more contractual clauses are declared null and void, this does not exempt the MEMBER from its obligation to comply with all other clauses of the terms.

Article 9 : APPLICABLE LAW AND JURISDICTION

9.1 The present terms and the relation between the MEMBER and LU-CIX are exclusively governed by Luxembourg law. Except in the case of an express statement to the contrary issued by LU-CIX, the courts of the Grand-Duchy of Luxembourg have sole jurisdiction to settle any dispute between the MEMBER and LU-CIX.

9.2 Where difficulties arise regarding the interpretation or performance of the CONTRACT and subject to article 3.6 above, the MEMBER can contact LU-CIX by registered mail at its registered address specified here above. The parties will then try to reach an amicable solution within a reasonable time period of 3 months. If the MEMBER does not agree with the suggested solution he may call upon the Institut Luxembourgeois de Régulation (ILR) for mediation according to the mediation procedure rules applicable in matters of electronic communications services as defined on <http://www.ilr.public.lu/mediation/index.html>