

Description of the service

BELNET provides permanent and unlimited access to BNIX and to the Participants connected to it. BELNET is responsible for the management, servicing and maintenance of this platform. The access speed is limited only by the capacity of the access circuit chosen by the CLIENT among the packages proposed by BELNET. BELNET proposes one or more access port(s) to one or more of the BNIX switch(es). Helpdesk and support services are provided 24/7 by BELNET.

The CLIENT's obligations

The CLIENT implements, with the operator of its choice, a connection between its own router and BNIX. However, the type of connection is determined by BELNET.

No peering is covered or implied by this agreement. In order to be able to exchange traffic with another Participant connected to BNIX, the CLIENT shall enter into an agreement with the respective Participants. However, the CLIENT shall have at least one active peering at any time.

Only the CLIENT is allowed to use the access port provided to the BNIX platform is provided for the use by the CLIENT only, unless prior written agreement with BELNET.

Liability

Each Participant is responsible for the management of its router connected to BNIX.

The CLIENT shall be liable for material damage resulting from the damage and/or loss of physical components belonging to the

connection to the extent that the damage results from the CLIENT's negligence, improper use or deliberate misuse.

The CLIENT is also liable for the harmful consequences which result a breakdown of BNIX or its malfunction, to the extent that the damage is the result of the CLIENT's improper use or deliberate misuse of the connection.

In the event of loss such as described above, only BELNET may invoke the CLIENT's liability and this must be notified at the latest six (6) months after the occurrence of the event that caused the damage. The liable party must be notified of it in a written document which states the type and extent of the damage accompanied with proofs.

BELNET's obligations in respect of this agreement constitute an obligation of means.

The liability of the parties may not be attributed because of the harmful consequences arising from an unforeseen event or circumstances beyond one's control or yet because of any third party for whom the parties are not accountable.

Circumstances beyond one's control apply to events which are totally outside the parties' control such as strikes, wars, riots or the destruction of the machines etc.

In any event, BELNET's liability due to damage suffered by the CLIENT shall be limited to the equivalence of one year license fee for the service at the current price at the time the damage occurs.

In no case may BELNET's liability be extended to non-material or indirect losses such as the loss of turnover, loss of income, image depreciation, loss of data etc.

Confidentiality

The parties shall keep confidential all of the data exchanged within the context of the agreement as well as the information they acquire within the context of its execution. These data and information may not be reproduced and/or sent to third parties unless the execution of the agreement so requires. Each of the parties shall guarantee the respect of this obligation by the members of its personnel, subcontractors and co-contractors.

The information transmitted over the BNIX platform is considered to be confidential. Consequently, BELNET commits not to become aware of this information, except to fulfil a legal obligation or a legal ruling.

Advertising and mentioning of the name

The CLIENT authorizes BELNET to mention its name and its contact details in its internal and external reports and publications (e.g. press articles, web site etc.) as a user of BNIX.

However, the personal data required for the proper operation of the service shall be processed by BELNET in accordance with the law of 8th December 1992 relating to the protection of private life with regard to the processing of data of a personal nature and its subsequent amendments.