

SPECIAL CONDITIONS MANAGED SERVICES

COMPANIES, NON-PROFIT ORGANIZATIONS AND INDEPENDENT PROFESSIONS

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Definitions

Fault Report

The notification of a defect in the Service.

Introduction

These Special Conditions for Managed Services for companies, legal entities or de facto associations or self-employed persons, hereinafter Managed Services Conditions, are a supplement to the General Terms, the Internet Conditions and the Installation Conditions, and regulate the legal relationship between the provider, being Citymesh, and the Customer, with regard to the provision, installation, configuration and monitoring of Hardware in Managed Services. They form part of the Agreement. In the event of any conflict, these Managed Services Conditions take precedence over the Installation Conditions, the Internet Conditions and the General Terms.

1. Description of Managed Services

- 1.1. Citymesh makes Hardware in Managed Services available to the Customer for the duration of certain Subscriptions. As determined in the Network Connection Point Decision, this Hardware constitutes the Network Access Point. The Hardware remains the property of Citymesh.
- 1.2. For each Activation of a Subscription, a Citymesh technician will deliver, install and configure the Hardware included in the Subscription at the Customer's Installation Address, after which he will test the proper functioning of the Hardware and the Service. In the event of a Fault Report, Citymesh will replace the Hardware to determine whether or not the Hardware is the cause of the Fault Report. If this is not the case, Citymesh will do what is necessary to restore the proper functioning of the Service.
- 1.3. The Hardware that Citymesh makes available to the Customer in the context of Managed Services includes all Hardware that Citymesh deems necessary for the Service subscribed. This will be stated on the Order Confirmation sent to the Customer.
- 1.4. Any requested Service that falls outside the scope of the Managed Services Agreement will be considered and treated as a separate Agreement.

2. Installation in the context of Managed Services

- 2.1. In the context of an Installation, Citymesh takes the necessary actions so that the Service can be used by the Customer after Activation.
- 2.2. An Installation for DSL in the context of Managed Services amounts to a Worry-Free Installation for DSL. The provisions of Chapter 5 of the Installation Conditions apply. An Installation for Fiber in the context of Managed Services amounts to a Worry-Free Installation for Fiber. The provisions of Chapter 6 of the Installation Conditions apply.
- 2.3. Citymesh foresees two (2) Working Hours for the implementation of the Installation in the context of Managed Services.
 - 2.3.1. The Customer acknowledges that during an Installation the two (2) hour time slot of the technician starts as soon as he makes the first contact, which includes, but is not strictly limited to, ringing the doorbell at the Installation Address, passing through a gate at the Installation Address, opening the door of the building at the Installation Address or any similar

activity to be able to commence the Installation. The Customer acknowledges that any delay may be charged by Citymesh as described in article 2.3.2. The reason(s) for the delay will be stated by the technician on the Intervention Form.

- 2.3.2. All actions performed by the technician after the two (2) hour time slot has elapsed, such as, but not limited to, delays solely attributable to the Customer and requests regarding specific configurations made by the Customer during the Installation, will be charged additionally per commenced quarter at a rate of € 50,00 per hour.
- 2.4. At the end of the Installation, the Citymesh technician will ask the Customer to sign an Intervention Form. If the Customer does not make any comments about the operation of the Hardware at that time, the Customer acknowledges having received the Hardware in good condition without visible defects or shortcomings. Unless comments regarding the operation of the Service are included on the Intervention Form, the Installation will be considered successful. From the moment the Intervention Form is signed, all risk of loss, theft or damage to the Hardware in Managed Services passes to the Customer.
- 2.5. The provisions of the Installation Conditions apply to Installations in the context of Managed Services.

3. Hardware Configuration

- 3.1. Configuration in the context of Managed Services means the configuration of the Hardware provided by Citymesh. The configuration of PCs and/or the internal network and/or the Virtual Private Network (VPN) of the Customer are outside the scope of the Managed Services Agreement, unless otherwise agreed in writing in advance.
- 3.2. Requests regarding specific configurations of Hardware must be communicated to Citymesh at the time of agreeing the Appointment Time, and therefore in advance. Requests regarding specific configurations made during the Installation under Managed Services will be considered additional work and will be charged in accordance with Article 2.3.2. The technician has the right at all times to refuse requests regarding specific configurations made during the Installation. The Customer cannot claim any rights from this refusal.

4. Maintenance and repair

- 4.1. Maintenance and repair means that, in the event of problems with the Hardware, Citymesh undertakes to either repair the problem with the Hardware or to replace the defective Hardware provided by Citymesh.
- 4.2. Citymesh undertakes to do this no later than the Working Day following the day of receipt of the Fault Report.

5. Fault report

- 5.1. The Customer can report a Hardware malfunction by telephone via the Citymesh helpdesk during normal office hours.

- 5.2. If it appears that the Customer has reported a defect that he believes falls within the framework of the Managed Services Agreement, but for which it can clearly be established during the intervention by Citymesh that it does not fall under the Managed Services Agreement, Citymesh is entitled to charge the Customer an Unnecessary Intervention.

6. Unnecessary intervention

- 6.1. An Unnecessary Intervention is

- any request for repair of a defect for which it can be established that neither Citymesh nor its subcontractor were the cause, and for which actions (repair works, tests, transport, planning activities, etc.) were nevertheless carried out by Citymesh or its subcontractor;
- any intervention for which useless actions (repairs, tests, transport, planning activities, etc.) were carried out by Citymesh or its subcontractor as a result of the Customer's failure to comply with one (1) or more obligation(s) described in Chapter 10 of the Installation Conditions;
- any intervention carried out by Citymesh or its subcontractor as a result of an error attributable to the Customer, such as abnormal use of the Hardware, the Internet connection or any other error on the part of the Customer.

The above interventions are not limited to the Customer's domain and may also relate to infrastructure outside the Customer's domain.

- 6.2. In the event of an Unnecessary Intervention, Citymesh is entitled to charge the Customer an administrative fee of € 164,64. In addition, Citymesh is also entitled to charge to the Customer all other demonstrable costs for the unnecessary action(s) carried out.

7. Installation fee

- 7.1. In the context of Managed Services, the Customer may be charged a monthly fee in addition to a one-off fee. These fees are stated on the Quotation and/or Order Confirmation sent to the Customer.
- 7.2. The price for Hardware sold by Citymesh that is not part of the Managed Services, such as a Wi-Fi repeater, will be charged separately by Citymesh at the normal sales price applicable at that time.

8. Duration and termination of the Managed Services Agreement

- 8.1. Citymesh makes Hardware in Managed Services available to the Customer for the duration of certain Subscriptions.
- 8.2. In the event that the Customer decides to terminate a Subscription that includes Hardware in Managed Services, the underlying Managed Services Agreement will also cease to exist. If the Customer takes out a new Subscription that also includes Hardware in Managed Services, this will be considered a new Managed Services Agreement. Article 7.1 applies to this.
- 8.3. The minimum duration of the Managed Services Agreement is stated on the Order Confirmation. Unless the Customer terminates the contract before the end of the

minimum duration, the Managed Services Agreement will be extended for an indefinite period on the expiry date.

- 8.4. Termination of the Managed Services Agreement is subject to the provisions described in Chapter 7 of the Internet Conditions.
- 8.5. Upon termination of the Managed Services Agreement, the Customer must return the Hardware to Citymesh within fifteen (15) calendar days at its own expense. The burden of proof of timely return of the Hardware lies with the Customer. Citymesh is entitled to charge the Customer for the Hardware at the normal sales price at that time if the Customer has not returned the Hardware to Citymesh within fifteen (15) calendar days after termination of the Managed Services Agreement.