

## FRAMEWORK-AGREEMENT SERVICES SCHEDOM NV/SA

BETWEEN :

The company according to Belgian law, SCHEDOM NV/SA, the partnership schedom, with registered office in 3401 Landen, Sint-Lambertusstraat 87, registered in the trade register of Leuven below number 105340, having enterprise-number BE-0473.230.237;

called hereafter 'SCHEDOM NV/SA'

AND:  
BEAURANG PIERRE-YVAN  
RUE SOHET 13  
4000 Liège  
BE

called hereafter 'the Customer'

AFTER HAVING ENUNCIATED AS FOLLOWS :

That all services and/or products grouped in one and the same invoice-address and that are referred to by one cust-id (= customer-id) come under this framework-agreement, involving both services and/or products ordered in the past as services and/or products that will be ordered by the same cust-id in the future.

Payment of a pro forma invoice relating to a service and/or product, ordered under the same cust-id will automatically cause this service to be covered by this framework-agreement.

Upon subscription to the services of SCHEDOM NV/SA and signing the agreement, the Customer states to be of age.

Should the name or company form of either one of the parties change, the agreement will be transferred without further ado.

IS AGREED UPON AS FOLLOWS :

Article 1 : Preliminary stipulations/provisions.

This framework-agreement applies to all products and services offered by SCHEDOM NV/SA to her customers.

This framework-agreement, the specific invoice conditions, the product-specific conditions as published on <http://www.dommel.com>, the SSLA (schedom service level agreement), as well as the AUP (acceptable use policy) on <http://www.dommel.com> cover the whole contract with the customer.

Upon accepting the services of SCHEDOM NV/SA, the customer agrees that this framework-agreement applies without reservations and he renounces/waives the application of his own general or specific conditions, even if explicitly stipulated that these conditions will apply exclusively.

If the customer entered into the contract online or by telephone, he is entitled to notify SCHEDOM NV/SA by registered letter of his renouncement of his purchase, without paying any fine and stating a reason, within seven working days after conclusion of the contract provided that the Customer has not yet used the subscription.

Article 2 : General description of the services.

2.1. The different services of SCHEDOM NV/SA involve among other things internet access, voicemails, e-mail traffic, site and server hosting, online backup facilities and domain name registration. The available services are described on the site <http://www.dommel.com>.

2.2.1. As an internet accessprovider, SCHEDOM NV/SA puts internet access at the disposal of the Customer through adsl/sdsl technology or leased lines, being unlimited in time.

This internet access allows the customer to consult websites on the World Wide Web and he has at least one e-mail address at his disposal. Moreover, the customer will have the opportunity to have his own personal homepage, limited in size and showing no commercial nature.

2.2.2. As a hosting provider, SCHEDOM NV/SA puts a pre-defined number of server space (shared hosting) or datacenter space (colo- and dedicated hosting) at the disposal of its customer. The access to these services is not limited in time. This access allows the customer to put his website online and/or to set up his e-mail address(es). This website and/or e-mail addresses will become effective as soon as the name servers of the domain name involved refer to these mentioned in the e-mail with account details. The Customer will receive these after settlement of the related proforma invoice.

2.2.3. As a domain registrar, SCHEDOM NV/SA will put a domain name at the disposal of the Customer. This registration allows the customer to lease the domain name for the subscribed amount of time. Provided that this domain name is linked to a server, connected to the internet, the Customer can use this domain to link his website and/or e-mail address(es). The registration of an ordered domain name can only occur after SCHEDOM NV/SA has processed the customer payment. If, in the delay between the customer order and payment processing by SCHEDOM NV/SA, a third party or the customer himself registered with another firm, SCHEDOM NV/SA offers the alternative to opt for registration of another name without any extra costs. On no account, damages or reimbursement can be claimed for the lost registration.

2.2.4. As a voiceoperator, SCHEDOM NV/SA puts one or more fixed telephonenumber at the disposal of the Customer. The Customer is able to use this service only if he is using a SCHEDOM NV/SA internetaccess solution and possesses a digital phoneadapter (digitel-box) which will be provided free of charge by SCHEDOM NV/SA, upon payment of a guarantee, during the course of the contract, in case of the digitel-product. For all other voice-products a compatible modem can be bought through the website of SCHEDOM NV/SA or is part of the startbundle that you have bought in a shop or through the website of SCHEDOM NV/SA.

2.3 In order to use the services of SCHEDOM NV/SA, the customer is to have a computer and an adjusted modem. Moreover, the customer is to have the necessary software and to know how to use this software. The customer is obliged to configure his equipment according to the instructions of SCHEDOM NV/SA.

Article 3 : Subscription.

3.1. Subscription formula : the Customer subscribes to the services of SCHEDOM NV/SA by registration :

- through the website of SCHEDOM NV/SA ([www.dommel.com](http://www.dommel.com)) where he will be requested to fill out correctly and completely the forms intended for this purpose if necessary. After this, he will be requested to send them to SCHEDOM NV/SA, or
- by registration with an acknowledged dealer.

The Customer commits himself to be identifiable as of the registration date as well as afterwards as of the date of internet access use, of setting up his website and/or e-mail addresses and/or registration of his domain name.

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Consequently, the Customer commits himself not to hide or keep his telephone number under cover as of the registration or as of the date of Internet access use, of setting up his website and/or e-mail addresses and/or registration of his domain name.

By the electronic dispatch or telephonic or direct data communication by the Customer to SCHEDOM NV/SA, the Customer accepts the subscription terms and conditions that are available at all times on the website or that can be obtained on simple request to SCHEDOM NV/SA. The Customer will receive on behalf of SCHEDOM NV/SA after its order payment process a password and an access code allowing him to access the Internet and/or to set up his website and/or e-mail addresses.

3.2. In order to be able to use the access- and voiceservices of SCHEDOM NV/SA, the Customer requires at least one active belgacom telephone line unless the product-specific info on the website or the startbundle mentions otherwise.

This line can be of the analogue (PSTN) or digital (ISDN) type. Upon registration the Customer will signal SCHEDOM NV/SA which type he uses. The Customer will be responsible for all extra costs, should this information be incomplete or incorrect. The accountcharges for the telephonenumber are at the expense of the Customer.

3.3. The subscriptions will open AFTER SCHEDOM NV/SA has processed the customer payment.

3.3.a. Payment by remittance :

Processing of payments will occur automatically on two conditions : if the Customer used the given structured message on the pro forma invoice in the right way upon doing the remittance and if the exact invoice amount (VAT included) will be remitted. Only then, an automatic and fast processing can be guaranteed within 24 hours after receipt of the remitted amount on the account of SCHEDOM NV/SA. If upon payment the right structured message and/or correct amount were not used, SCHEDOM NV/SA will try to link as soon as possible the payment to the right pro forma invoice. But in this case, SCHEDOM NV/SA cannot pass a processing time.

3.3.b. Payment by credit card :

Upon indication of payment by credit card, the Customer will receive a mail in which he will indicate if he only wishes to pay the invoice for the current order or all invoices as of this date made out on his cust-id or if he prefers to pay by remittance. Payments by credit card are no longer applicable and/or accepted as of 01/10/2007.

Processing this payment will occur automatically as soon as the Customer confirms this question. As of confirmation, the amount of the outstanding invoices will be offered to the company putting the credit card at the disposal of the Customer (credit card issuing company). In case of refusal, this transaction will be repeated twice in the next 24 hours. The payment processing by credit card occurs daily at 04h00 and at 16h00. If SCHEDOM NV/SA receives approval of payment, the service set-up will occur within 24 hours after approval.

3.3.c. Payment by domiciliation :

As long as the domiciliation to the Customer has not been arranged completely, the Customer commits himself to settle the invoices by remittance (see 3.3.a) for invoices made out before the date of completion of the domiciliation (processing the approved domiciliation by SCHEDOM NV/SA). Processing of payment will occur automatically if the customer has settled the domiciliation, after effective approval by his financial institution and if SCHEDOM NV/SA has been notified of this issue.

3.4. In case of non- and/or late payment of pro forma invoices : If activation of the service is delayed upon processing of payment, the possibly suffered losses can on no account be passed on to SCHEDOM NV/SA.

Examples of late payments :

- if a registration of a domain name is lost and/or taken by a third party because the Customer did not use the right structured message upon payment by remittance and/or if he did not pay the exact invoice amount, causing a delay in processing;
- if the payment takes too long after the order, because of which a third party has registered in the meantime the domain name or if the Customer himself has registered through another company;
- by cancelling a domiciliation;
- in case of refusal of credit card payment by the credit card issuing company;
- etc.

If the Customer or his financial institution cancels his domiciliation or when the Customer cancels a payment by credit card, SCHEDOM NV/SA reserves the right to stop, starting immediately all services of the involved cust-id and to remove the concerned data of her servers.

3.5. Upon double payment by the Customer, he can notify SCHEDOM NV/SA of this by sending an e-mail to finance@dommel.com. The Customer is to indicate clearly :

- date of both payments;
  - the amounts of both payments;
  - the account number of the Customer on which a possible reimbursement has to occur;
  - the choice of the Customer to do payment immediately on his account (charging an administrative fee of 10 euro for this) or if he wants to reserve the excess payment for a future order or extension (in this case, the Customer has to sent upon receipt of the next invoice a mail to order@dommel.com indicating this agreement as well as the ticket number to which this agreement refers to).
- Based on this information, SCHEDOM NV/SA will check if there has been effectively an excess double payment on its account.

Article 4 : Conditions of service access.

4.1. The delivery of a password and access code by SCHEDOM NV/SA via e-mail will allow the customer to link his access service to the Internet and/or web hosting. The Customer states to know how the services and the Internet itself work and to accept the applicable rules of Internet use.

4.2. The Customer is only granted the subscription right for him personally and is exclusively reserved for natural persons of age and for legal persons. The Customer is fully responsible for use of Internet access by a third party, among others when the third party is a minor. If the Customer is a legal person, only his employees and representatives are entitled to connect. In every other case, the Customer commits himself to have every user of this access right respect this framework-agreement.

4.3. The subscription cannot be transferred or given up except for express prior written consent of SCHEDOM NV/SA.

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## Article 5 : Rates and terms of payment.

Rates and terms of payment of the subscription have been formally laid down in the service-specific conditions.

5.1. The rates of the services rendered by SCHEDOM NV/SA are available and can be consulted on the site <http://www.dommel.com> and can also be obtained upon simple request to SCHEDOM NV/SA or to the acknowledged dealers. These rates include telecommunication charges and/or the subscription fee. In case of differences, the rates on the website apply.

5.2. SCHEDOM NV/SA reserves the right to change her rates anytime. The new rates will come into effect 7 days after notification of the change. The notification will occur by an announcement on the website of SCHEDOM NV/SA, by e-mail or by normal post. The rates given online prevail over the rates communicated in writing. If the price increase exceeds 10 %, the Customer is entitled to terminate the present contract on the expiry date by registered mail as of the day when the rise in price comes into effect.

5.3. The rates of the offered services are calculated by the hour, by the minute, monthly, annually or by a multiple of these, depending on the subscription.

5.4. All rates applied by SCHEDOM NV/SA are in terms of EURO and are exclusive of VAT, unless explicitly indicated otherwise.

5.5. The Customer paying by bank domiciliation or credit card, will receive an electronic final invoice (by e-mail) serving as proof. Upon payment by remittance, the Customer will receive an electronic pro forma invoice (by e-mail) based on which he can pay provided that he uses the mentioned structured message. Upon automatic payment processing, the Customer will also receive an electronic final invoice (by e-mail) serving as proof.

If the Customer is a legal person or liable to VAT, the e-mail with the electronic invoice will indicate the link where he can request an invoice by mail. If the Customer wants a paper invoice, SCHEDOM NV/SA reserves the right to charge a monthly lump sum for invoices to be sent by mail. This lump sum will be indicated on the website of SCHEDOM NV/SA.

The Customer can consult his Internet use and the corresponding due amounts online, but these amounts are only indicative and have no binding effect for SCHEDOM NV/SA.

5.6. The Customer commits himself to pay everything by credit card, bank domiciliation or remittance mentioning the right structured message as far as this payment term is available for the specific service. He will indicate his choice upon registration.

5.7. The pro forma invoices are payable immediately. If the due amounts cannot be collected due to the Customer because of insufficient provision on his account or because the payment order cannot be carried out, the Customer owes by right and without prior notice a moratorium interest of 10 % per year as of the invoice date.

Moreover, a late payment will entail by right and without prior notice conventional damages on the account of the Customer of 10 % of the due amount, amounting minimally to 75 EUR. If reminders are sent upon delay in payment, SCHEDOM NV/SA will recoup each time an administrative fee of 6.20 EUR from the Customer. If a registered letter is sent, the Customer will be charged an administrative fee of 10 EUR.

## Article 6 : Code of behaviour for the Customers.

6.1. The Customer can consult by means of his Internet connection all available websites on the Internet provided that he respects the Internet regulations, that the owner of the concerned website allows him to and/or that no service interruption will occur on the visited website (consequently its being unavailable). The Customer can moreover send and receive e-mails through the Internet.

6.2. The Customer accepts that SCHEDOM NV/SA will not be responsible for any cancellation or non-receipt of e-mails or any other information or for non-storage/keeping of e-mails and any other information.

6.3. The Internet access use occurs entirely under control and on responsibility of the Customer and at his own peril. The Customer is responsible of the installation of this service connection to Internet access of SCHEDOM NV/SA, unless express other stipulation by settlement of installation charges by SCHEDOM NV/SA.

The Customer is obliged to observe all applicable legal stipulations as of when he passes his data to SCHEDOM NV/SA.

a) He is not allowed to use the SCHEDOM NV/SA services for illegal purposes.

Sending or putting at the disposal forbidden information unlimitedly by means of the website is not allowed if this information is of an illegal, wrong, obscene or insulting nature or if this information involves a violation of public order and/or an offence against common decency as well as against the private life of other users.

b) The Customer commits himself to observe all intellectual property rights, among others copyrights belonging to SCHEDOM NV/SA or others.

c) The Customer commits himself to send neither unwanted or unrequested e-mails (spamming) nor e-mails with a advertising or promotional character, if the recipients have not explicitly agreed to the reception of these e-mails. The Customer commits himself also to send no chain letters, hoax, junk mail, etc.

d) The Customer abstains himself from performing acts of IT-piracy, among others cracking and hacking with regard to the system of SCHEDOM NV/SA or any other system.

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6.4. The Customer is not allowed to use the SCHEDOM NV/SA services for any act, of which the result will be among others, but not limited to :

a) gaining access illegally to connected network data, committing computer fraud or attempts of it;

b) damaging the good working of the SCHEDOM NV/SA services or endangering the use of services and capacity by other users, in particular by generating unjustified large amounts of messages harming the network unnecessarily or attempts to do so;

c) harming or destroying the integrity, confidentiality or availability of the IT-systems and kept data or attempts to do so.

6.5. Upon subscribing to the SCHEDOM NV/SA services, the Customer commits himself to observe the netiquette and regulations of good behaviour (acceptable use policy) applicable to the networks to which he gains access through SCHEDOM NV/SA.

6.6. SCHEDOM NV/SA requests its customers to point out every improper information accessible on its network in order to enable SCHEDOM NV/SA to take the adequate measure to (have) this information remove(d) or to make it inaccessible. Customers discovering information they think improper, can notify directly SCHEDOM NV/SA of it by e-mail to [abuse@dommel.com](mailto:abuse@dommel.com) or to the central complaints office of the criminal investigation department on the address [contact@gpj.be](mailto:contact@gpj.be).

6.7. On no account, SCHEDOM NV/SA can be held responsible for the legal or illegal behaviour of customers or third parties acting by means of its services.

6.8. The Customer states to have all necessary licences for the content he spreads by way of his website or that he enters in discussion forums and for the whole duration of the distribution or insertion.

#### Article 7 : Private life and confidentiality.

7.1. SCHEDOM NV/SA reserves the right to check and analyse data connected to messages and more in particular their content, origin and destination, if SCHEDOM NV/SA has good reasons to believe that this information is entirely or partially connected with illegal and unlawful practices and/or when the competent authorities notifies them of this. Except for cases in which the authorities request it to do a check, this check of SCHEDOM NV/SA can only relate to messages of public and non-confidential nature, in particular information on a website with unlimited access, messages being part of public discussion forums or informative mailings. This enumeration is not limitative.

7.2. SCHEDOM NV/SA commits itself to take the necessary measures to guarantee a good working of the IT-system. SCHEDOM NV/SA can gain access to any communication kept in this IT-system, if it considers it necessary.

7.3. The Customer commits himself to keep the secret and confidential character of his password and access code and not to give it to third parties. Any use of his identification data is at own risk of the Customer. In case of loss, theft or fraudulent use of one of these data, the Customer is to notify SCHEDOM NV/SA as soon as possible on the phone number +32 70 224 305 (fax) or by e-mail to [order@dommel.com](mailto:order@dommel.com).

7.4. The personal data given by the Customer to SCHEDOM NV/SA will be registered in files/records of SCHEDOM NV/SA and will only be processed as part of the information campaigns or promotions regarding products and services of SCHEDOM NV/SA.

SCHEDOM NV/SA will also use the personal Customer data for management of the rendered service to the Customer by SCHEDOM NV/SA as part of market studies and customer management and to carry out the contract between SCHEDOM NV/SA and the Customer.

SCHEDOM NV/SA commits itself not to pass the personal Customer data to third persons, except upon request of the legal authorities.

7.5. The Customer has the right of inspection and correction of his personal data by means of the crm-system of SCHEDOM NV/SA: <https://crm.schedom-europe.net>, allowing an adjustment of the name and e-mail address (also login to this system) of the first and second contact.

7.6. If the administrative data of the Customer change, he is liable to notify SCHEDOM NV/SA within 15 days as of this change. Other adjustments than contacts or their e-mail address(es) are to be notified in writing to SCHEDOM NV/SA (by e-mail to [order@dommel.com](mailto:order@dommel.com) from the e-mail address of the mentioned contact, by a signed fax message on the fax number +32 70 224 305 or by regular mail). SCHEDOM NV/SA can only accept adjustments by e-mail if they reach us coming from the contact e-mail address indicated in the SCHEDOM NV/SA database.

If the Customer is a legal person, SCHEDOM NV/SA only accepts these adjustments of contact data by writing on letter heading of the legal person, signed by someone legally entitled to represent the corporate person.

7.7. The Customer agrees to notify SCHEDOM NV/SA in time at all times of any changes. If SCHEDOM NV/SA cannot reach the Customer by means of the given data in the database, SCHEDOM NV/SA is not to blame and cannot be held responsible for this. In case of disputes or negative repercussions resulting or not from this, no damages can be claimed on SCHEDOM NV/SA.

#### Article 8 : Right of supervision/control by the provider.

8.1. SCHEDOM NV/SA enables the Customer to have a personal homepage and/or a full website (by hosting formulas). The Customer is responsible for his website content (included possible hyperlinks the Customer would place on his website) and he is to observe the applicable Belgian laws and regulations. SCHEDOM NV/SA can check the content of the documents on the IT-system it uses to provide the service.

8.2. SCHEDOM NV/SA can ban every Customer from available services rendered by SCHEDOM NV/SA, without any prior notice, starting immediately without resulting in a right to damages, if the Customer proves not to behave according to the rules and codes of good practice.

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The Customer will be notified within a reasonable delay of his exclusion by e-mail to the contact address in the database. SCHEDOM NV/SA will set the conditions on which the Customer can take part again in the SCHEDOM NV/SA services.

8.3. If the homepage of the Customer is contrary to the applicable Belgian legislation, SCHEDOM NV/SA can suspend access to the illegal homepage and is moreover entitled to terminate the agreement immediately to the detriment of the Customer, without him being entitled to any damages.

Article 9 : Restriction of the responsibility of SCHEDOM NV/SA.

9.1. SCHEDOM NV/SA cannot be held responsibly in any way for inactivity of the offered service, being offered AS IS, unless the SLA (schedom service level agreement) is explicitly applicable.

9.2. SCHEDOM NV/SA is not responsible for the content of the communications/notifications on behalf of and/or for the Customer, unless SCHEDOM NV/SA itself sent these communications/notifications.

9.3. Internet and/or SCHEDOM NV/SA server access and the voicenetwork are available 24 hours a day, 7 days a week, except for interruptions required to perform maintenance, developments or corrections or any other activity that SCHEDOM NV/SA should wish to carry out. SCHEDOM NV/SA does not owe any damages for such interruptions. Moreover, SCHEDOM NV/SA cannot guarantee explicitly or tacitly that the service will be able to anticipate any possible needs and expectations of its Customers.

9.4. SCHEDOM NV/SA can suspend the service partially or completely as a result of an involuntary event, maintenance, breakdown or malfunction. These interruptions cannot give cause to a right to damages for no matter who. SCHEDOM NV/SA will notify its customers of radical interruptions within a reasonable term.

9.5. SCHEDOM NV/SA will not guarantee and cannot be held responsible for rendered service or information distributed by means of her intervention. SCHEDOM NV/SA cannot be held responsible for transactions between the Customer and a third party. On no account, SCHEDOM NV/SA can be a party to an agreement between the Customer and a third party.

9.6. On no account, and even in case of negligence, SCHEDOM NV/SA can be held responsible for depreciation, deterioration, breakdowns or lacunas, interruptions, defects, theft and damage to the IT-system, whether or not caused by a third party, except for cases of fraud or intention. SCHEDOM NV/SA cannot be held responsible for loss of kept electronic data on the used service system or for damages or suffered losses caused by default in rendering the offered services, unless explicitly mentioned in the product-specific conditions.

9.7. As of a general point of view and within the scope of strict legal restrictions, SCHEDOM NV/SA cannot be held responsible for damage, whatever its cause or nature, the customer might have suffered resulting from his use of Internet access.

9.8. The Customer himself is the sole responsible for any dispatch of confidential data carried out by the SCHEDOM NV/SA services, explicitly excluding any responsibility of SCHEDOM NV/SA.

9.9. The Customer will take all necessary measures to safeguard the confidential character and integrity of his data.

In spite of observing the applicable legislation and of article 7 of this framework-agreement, SCHEDOM NV/SA cannot be held responsible for distribution of confidential data kept in the IT-system, which are used for the service.

The Customer commits himself to protect his data and software against possible viruses, 'bugs' or other damaging elements that could possibly spread by way of the Internet.

In any case, SCHEDOM NV/SA cannot be held responsible for damage to the customer, caused by viruses, 'bugs' or any other harmful elements spreading over the Internet caused by third persons.

9.10. The Customer is responsible for damages, directly or indirectly, material or immaterial to SCHEDOM NV/SA caused by himself or by a third party using his password and/or access code or by another person for whom he is responsible. The Customer commits himself to compensate SCHEDOM NV/SA and to protect it against any claim, demand or sentence for damages that SCHEDOM NV/SA would be liable to due to the Internet access on behalf of the Customer (for instance because of his behaviour or the messages the Customer spreads/sends through the Internet).

Article 10 : Force majeure.

In case of force majeure, this is any event usually acknowledged as such by justice, neither the Customer nor SCHEDOM NV/SA are responsible for damages caused by non-fulfilment or by delayed fulfilment of the obligations resulting from this agreement.

Following are considered as force majeure without restriction in this category: failure in energy supply, interrupted communication lines, war, revolt, natural disasters or regulations and actions of national or foreign authorities and all other circumstances against the will of SCHEDOM NV/SA.

Are not considered as cases of force majeure : the financial insolvency of the Customer to pay his subscription fees or any other costs, failure in the equipment of the Customer (software or hardware) or interruption in telephone lines or other means of communication of the Customer.

Article 11 : Discontinuance/suspension of the subscription.

11.1. SCHEDOM NV/SA is entitled to block temporarily all services of the involved cust-id of the Customer starting immediately, by right and without any prior notice or damages:

- if the Customer does not correctly or fully observe his contractual obligations towards SCHEDOM NV/SA.
- in case of partial or full non-payment of the pro forma invoice amount within the prescribed time, or if SCHEDOM NV/SA thinks the solvency of the Customer can be seriously called into doubt;
- if the Customer revokes his bank domiciliation before full payment;
- if the Customer contests one or more payments performed by credit card;
- in case of non-observance of the conditions of use by the Customer;
- in case of proof or serious suspicion of fraud by the Customer;
- or if the Customer provided unreal, incorrect or incomplete information upon requesting his subscription or if he failed to notify important changes of the provided information.

11.2. The possible suspension costs are at the expense of the Customer.

Article 12. Premature discontinuance of the subscription.

12.1. If the User has not put things right within fifteen (15) days after suspension of the subscription by SCHEDOM NV/SA, SCHEDOM NV/SA is entitled to discontinue the subscription immediately by letter or by e-mail addressed to the Customer without any prior notification or damages.

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12.2. The Customer will be notified by registered writing of the intention of SCHEDOM NV/SA prior to this discontinuance. The Customer will be declared in default regarding the observance of his obligations and he will be requested to put things straight as soon as possible.

#### Article 13 : Duration, end and discontinuance of the subscription.

13.1. A subscription is always taken out for an indefinite period of time. Subscriptions to Internet connections always apply to at least an one-year-term. If the customer cancels the contract within these 12 first months the remaining monthly accountfees of the first year remain due. Subscriptions of dedicated or co-located hosting are always taken out for at least one year, unless express written other consent by SCHEDOM NV/SA. These subscription are payable in monthly, quarterly, half-yearly, annual or biennial instalments. Monthly or quarterly payments are always to occur by domiciliation or by credit card.

13.2. SCHEDOM NV/SA is entitled to suspend temporarily all services to the involved cust-id of the Customer as described in article 11.1 or to discontinue the subscription automatically, by right without any prior notice and without any right to damages, if the Customer has been declared bankrupt, if a petition in bankruptcy of the Customer has been filed, if the Customer has been declared in state of clear insolvency or if a petition is in running, if the Customer has accepted a composition, if he is in suspension of all payments, if he is under legal restraint or if the Customer can be assumed no to be able to observe the payment obligations resulting from the subscription. This discontinuance does not affect the obligation of the Customer to pay all due amounts.

13.3. The discontinuance of the subscription by the Customer is to be addressed in writing to SCHEDOM NV/SA at least 1 month before the expiry date in the first contract year. If the Customer wants to discontinue in the following term, a notice of 1 month is to be observed. The discontinuance needs to be delivered in registered writing to SCHEDOM NV/SA directed at the registered office of SCHEDOM NV/SA. If the Customer is a legal person, SCHEDOM NV/SA only accepts the discontinuance by writing on letter heading of the legal person, signed by someone legally entitled to represent the corporate person.

#### Article 14 : Furnishing of proof.

14.1. SCHEDOM NV/SA and the Customer agree that each communication between them by e-mail to the contact e-mail address in the database of SCHEDOM NV/SA will apply equally in value as a written and signed letter.

14.2. SCHEDOM NV/SA and the Customer agree that information regarding communication, agreements and payments kept by SCHEDOM NV/SA on a permanent bearer will have evidential value unless otherwise shown.

#### Article 15 : Disputes.

15.1. For agreements regulated by this framework-agreement as well as for the framework-agreement itself, Belgian law will apply.

15.2. Any dispute on these agreements or this framework-agreement that cannot settled out of court, will come under the exclusive competence of the Belgian courts, and more in particular of the courts in Hasselt.

#### Article 16 : General provisions.

16.1. SCHEDOM NV/SA will reserve the right to change or complete this framework-agreement provided that the Customer will be notified at least fifteen (15) days in advance by a message on the web page (<http://www.dommel.com>) or by an e-mail. If the Customer refuses a change of the framework-agreement, he can terminate the contract till the date on which the new framework-agreement comes into effect as of that date and without any claim to reimbursement of the outstanding term of its service(s). This framework-agreement is subject to change. The Customer is bound to enquire about this framework-agreement and to consult it frequently on <http://www.dommel.com>. The use of Internet access and/or of the hosting account by the Customer after the mentioned notification of these changes will imply that he has accepted the new framework-agreement.



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16.2. In every circumstance, SCHEDOM NV/SA is entitled to change the connection procedure to the SCHEDOM NV/SA network. The Customer will be notified in advance by e-mail and website (<http://www.dommel.com>). SCHEDOM NV/SA is not responsible for possible costs the Customer would incur to connect to the network after a change in the telephone numbers or connection procedure.

16.3. If a provision in the framework-agreement is null and void or declared so, it does not invalidate the other provisions. An invalid provision will be replaced by another provision.

16.4. Only the Dutch and English versions of this framework-agreement are authentic and legally valid.

16.5. This signed framework-agreement is to reach SCHEDOM NV/SA within 30 days after date of dispatch. If SCHEDOM NV/SA does not receive this framework-agreement back in time, it is entitled to suspend all applicable accounts after notifying the Customer by writing and to remove them at the latest 15 days after the date of dispatch of the writing.

#### Article 17 : Specific provisions.

17.1. Through its colocation and dedicated services SCHEDOM NV/SA provides space in its datacenter for the installation of Customer rented (dedicated services) or Customer owned (colocation) equipment. Access to this equipment is only allowed in the presence of a SCHEDOM NV/SA employee and needs to be announced at least 4 hours in advance by email at [support@dommel.com](mailto:support@dommel.com). The access is possible on workingdays between 09.00 and 19.00, unless agreed otherwise by the usage of a 24/7 supportcontract. At the end of each month a pro forma invoice will be created for the possible overused data transfer on these services. The included amount of transfer for each product can be consulted on the website <http://www.dommel.com>. De-installation of the equipment is only possible if all pro forma invoices for the cust-id under which these services have been registered have been paid in full. On all colocation and dedicated services, the SLA is applicable. The SLA is available upon request.

17.2. The digitel-voiceservices are only possible as an extra service on a SCHEDOM NV/SA internetaccess solution. The Customer is able to use this service only if he possesses a digital phoneadapter (digitel-box) which will be provided free of charge by SCHEDOM NV/SA, upon payment of a guarantee, during the course of the contract. This guarantee will be fully refunded on the bankaccount of the Customer provided that  
a) all pro forma invoices for the cust-id under which these services have been registered have been paid in full.  
b) the digitel-box and powersupply have been received by SCHEDOM NV/SA in original state within max 15 days after the contract has been terminated.

In case of a poweroutage, the Customer will not be able to use the SCHEDOM NV/SA telephonenetwork, nor will he be able to contact the emergency numbers if the Customer has no active belgacom voicessubscription. Voicesservices can only be installed if the Customer provides a 220V outlet within 1 meter of the digitel-box. A LAN-connection and the connection to the phone need to be present in the same room as the digitel-box, maximum 5 meters seperated from the digitel-box. If these conditions are not met, the Customer can opt to implement cabling prior to installation. SCHEDOM NV/SA technicians can also perform these cablingtasks at the expense of the Customer.

All rights reserved

Signed as correct.

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signature

**BEAURANG PIERRE-YVAN**  
**30/12/2009**