



MCXess

General Terms and Conditions MCXess B.V.

Version 2.0 – 30 March 2011



General Terms and Conditions MCXess BV

Module A. General

Article A.1. Scope, priority and definitions

A.1.1. These General Terms and Conditions and the General Module are applicable to all offers or tenders by MCXess in relation to Products and Services and form an integral part of every Agreement.

A.1.2. The specific modules shall be applicable if the Products and Services requested or offered fall within the scope described in the module. If a specific module is applicable, this shall take precedence over the General Module.

A.1.3. Stipulations or terms and conditions of Contractor that differ from or do not appear in these General Terms and Conditions shall only be binding on MCXess if and insofar as they have been expressly accepted by MCXess in Writing.

A.1.4. Specific commitments shall only take precedence over these General Terms and Conditions if they are in Writing and if this is expressly stipulated or was unmistakably the intention of both parties.

A.1.5. The definitions of terms with an initial capital can be found at the end of the General Module and are applicable to all modules.

A.1.6. In case of conflict between stipulations of the Agreement, General Terms and Conditions or annexes thereto, the following order of priority shall apply:

- a) the Agreement;
- b) any Service Level Agreement that has been concluded;
- c) any annexes;
- d) these General Terms and Conditions;
- e) any supplementary terms and conditions, for example terms and conditions stated via the MCXess Website when offering the Product or Service.

Article A.2. Inception of the Agreement

A.2.1. Every offer or tender made by MCXess is subject to detailed approval by MCXess and valid for 14 days after its date, unless otherwise stated.

A.2.2. Contractor may submit a request to conclude an Agreement, by completing and sending or handing over an (electronic) order form designed for that purpose. A physical, non-electronic form must bear a legally valid signature. Contractor is responsible at all times for the correctness of the information provided and the authenticity of documents submitted.

A.2.3. If MCXess considers that it is able to provide the requested Products and Services and if the request, in the opinion of MCXess, meets the requirements that are made of it, MCXess shall accept the request and send Contractor a confirmation of the Agreement. In that case the Agreement is deemed to have come into being on the date when the confirmation was sent. The contract period shall only begin if the Services have been activated by MCXess (see article A.3).

A.2.4. MCXess is not obliged to accept a request. Reasons for refusal include but are not limited to the following:

- a) The absence of required information or documents, including, unless stipulated to the contrary, at least the copy of a valid legal means of identification and details of the last place of residence, domicile or registration and, in the case of representation, adequate proof of representative power, such as an excerpt from the Chamber of Commerce or a validly signed authorisation;
- b) Failure to comply with a request by MCXess to provide security as described in article Article A.4. ;
- c) Lack of authority to act on the part of Contractor.

A.2.5. If the request is rejected, MCXess shall, in principle, inform Contractor of this within fourteen (14) days of its submission, in Writing. Refusal or absence of a response from MCXess shall never result in any liability for damages arising directly or indirectly from this.

Article A.3. Duration and termination

A.3.1. The Agreement is entered into for the period stated in the offer, the request form or the MCXess Website (hereinafter: the contract period) The said contract period shall run from the day when the Services are activated by MCXess (see activation date). If the contract period is not stipulated, it shall be deemed to have been entered into for a contract period of 24 months from the date on which the Services were activated by MCXess as agreed. Unless agreed to the contrary, the Agreement, in the absence of termination in Writing reaching the other party at least two months before the end of the contract period, shall always be tacitly extended by the same contract period. Contractor shall receive (electronic) confirmation of the beginning of the contract period. If different Products or Services are purchased under an Agreement, these shall have separate start dates and also contract periods which may run concurrently and may be extended for different periods. The Agreement shall, in that case, be classified as a master agreement. If a Product and/or Service is terminated under the master agreement, the remaining Products and Services shall continue.

A.3.2. MCXess is authorised to dissolve or suspend the Agreement either in full or in part, with immediate effect, without the intervention of a court, by letter, fax or e-mail and without any obligation to pay compensation or provide indemnity, if:

- a) Contractor fails to meet the obligations in the Agreement in a full and timely manner;
- b) Circumstances that come to the knowledge of MCXess after concluding the Agreement provide good grounds for concern that Contractor will not meet the obligations;
- c) Contractor has been requested, in accordance with article Article A.4. to provide security for performance of its obligations arising from this Agreement and the said security has not been provided or is insufficient;
- d) Due to delays on Contractor's side, MCXess can no longer be expected to perform the Agreement under the originally agreed conditions;
- e) Contractor dies, requests suspension of payments or files for bankruptcy;
- f) Any part of Contractor's assets are seized;

- g) Circumstances arise which are such that MCXess cannot possibly be required to comply with the Agreement or cannot reasonably be required to uphold the Agreement unchanged.

A.3.3. If the Agreement is dissolved on the grounds set out in article A.3.2., the debts owed to MCXess by Contractor shall be claimable immediately.

A.3.4. If MCXess suspends compliance with the obligations, it shall retain its claims under the law and the Agreement.

A.3.5. If Contractor fails to meet any of its obligations under an Agreement, MCXess shall be entitled simultaneously to suspend performance of all Agreements concluded with Contractor without notice of default, notification or action by a court being required and without prejudice to the right of MCXess to compensation for damages, loss of profits and interest.

A.3.6. If Contractor is culpable for the dissolution, MCXess shall be entitled to compensation for the damage that have occurred directly and indirectly as a result. This is deemed in every case to consist of periodical charges that Contractor would have been obliged to pay if the Agreement had continued in force.

A.3.7. If notice is served to terminate the Agreement or it is terminated or dissolved for any reason whatsoever, MCXess is entitled, immediately after the date when the Agreement expires, to terminate or suspend the Products and Services and any Accounts belonging to the said Agreement and to delete or render inaccessible all data stored in MCXess systems for Contractor. MCXess is not hereby obliged spontaneously to provide Contractor with a copy of such data. Prior to termination, Contractor may, however, request a copy.

Article A.4. Security

A.4.1. If MCXess has justified doubts concerning performance of Contractor's payment obligations, MCXess is entitled to request a bank guarantee or surety or to demand payment of a deposit. The amount of this will be no higher than the amount reasonably payable by Contractor in six (6) months.

Article A.5. Performance of the Agreement

A.5.1. After the Agreement takes effect MCXess shall perform it to the best of its ability and with due care and expertise. It shall be guided in this firstly by the SLA, if applicable, and secondly by the product information and/or technical annexes that are valid at the time when the Agreement takes effect, as provided or made available via the MCXess Website or elsewhere as indicated by MCXess.

A.5.2. MCXess depends for the supply of certain Products and Services on third parties such as Operators and any Chain Parties. MCXess can only influence the correct processing of consumption of Products and Services within the technical and legal limitations imposed by said third parties.

A.5.3. MCXess always seeks to keep Contractor well informed about the applicable legislation and regulations and/or conditions, including any conditions that apply in a country where the Products and Services are covered by the legislation and regulations in force there. Contractor has a duty of care in relation to (foreign) legislation and regulations, since these are subject to change. MCXess is not responsible for the correctness of the information that it provides to Contractor in relation to the applicable legislation and regulations and/or applicable conditions.

Article A.6. Acceptance and Delivery

A.6.1. Delivery times stated by MCXess are always indicative, unless expressly stated in Writing that they are deadlines. MCXess is only in default, even where a deadline has been agreed, after Contractor has served notice upon it in Writing, subject to the situations prescribed by law in which it shall automatically be in default.

A.6.2. Acceptance of every Product and/or Service shall always be deemed to have taken place properly at the time when MCXess has not, within five working days after acceptance of the Product and/or Service, received any comments (a summary of reproducible faults) from Contractor. In the case of any faults in relation to the Product and/or Service, MCXess shall make efforts to remedy such faults within a reasonable period.

A.6.3. MCXess shall, in principle, confirm the (acceptance) or delivery date (also called the contract period activation date, see A.3), by means of a notification given either verbally or in Writing (including e-mail or the Account).

Article A.7. General Terms and Conditions of Use

A.7.1. Contractor is obliged to do whatever is reasonably necessary and desirable in order to make possible the timely and correct performance of the Agreement. In particular Contractor shall ensure that all details that MCXess indicates are necessary or which Contractor should reasonably understand to be necessary for performance of the Agreement, are provided in good time to MCXess.

A.7.2. Unless expressly agreed otherwise, Contractor is itself always responsible for the correct functioning of peripherals on which Products and Services are received and Contractor must itself take responsibility for connecting its own peripherals and/or infrastructure to those of MCXess.

A.7.3. Contractor and Users must not engage in Abuse or Improper use of the Products and Services. In general this means that the Products and Services must not be used in a way that is contrary to the relevant legislation and that they must not infringe the subjective rights of End users and third parties. For the various Products and Services more detailed specific cases may be described that constitute Abuse or Improper use. There are also various codes of conduct that apply to the use of the Products and Services.

A.7.4. Contractor indemnifies MCXess against all claims by End users and third parties based on the assumption that Contractor, its Users or (end) customers have not, using the Products and Services, performed a valid obligation – either legal, on the basis of the Agreement or otherwise – or infringed any subjective right of any other party.

A.7.5. Although MCXess shall make efforts to keep Contractor informed about any licenses that Contractor may need for the Products and Services, no guarantee is given that this is complete. Contractor shall, at all times, remain fully responsible for requesting and obtaining in time all necessary licenses and shall do so at its own expense and risk. Contractor indemnifies MCXess against all damages that may arise from the lack of licenses that Contractor may be obliged by the government to obtain in relation to the Products and Services.

A.7.6. If Contractor may reasonably expect that the use of the Products and Services will exceed the expected use at a specific time, or the expected quantity of data traffic will be larger than expected during a specific period, or that the use of the Services and Products through or via Contractor may cause harm to telecommunications traffic, Contractor is obliged to inform MCXess of this without delay. For specific Products

and Services more detailed rules may be defined in this connection in the specific modules and/or in the applicable SLA.

Article A.8. Service Level Agreements

A.8.1. Depending on the applicable Products and Services, the level of service for the Products and Services shall be governed by an SLA.

A.8.2. Unless the SLA expressly stipulates the contrary, its stipulations shall have a lower priority than the stipulations of these General Terms and Conditions.

A.8.3. Unless the applicable SLA expressly stipulates the contrary, the performance standards set out in it, for example concerning the quantity of Uptime or Downtime, constitute indications and not guarantees.

Article A.9. Personal details

A.9.1. The details provided by Contractor when requesting the Products and Services from MCXess, and the details that are automatically processed and, where applicable, stored when using the Products and Services, contain personal details. MCXess shall comply with the relevant regulations in relation to the processing and security of personal data.

A.9.2. Contractor unambiguously gives its permission for the details shown in its application to be recorded, processed and used by MCXess. This permission also extends to the use of connection data, which may be used by MCXess for:

- a) Billing and payment;
- b) Dispute resolution;
- c) Network management;
- d) Provision of information to Contractor;
- e) Tracing Abuse and Improper use;
- f) Market research and sales of its own Products and Services.

A.9.3. Contractor gives its permission for personal details, if necessary in connection with the performance or maintenance of the Agreement, to be transferred to third countries, even outside the EU.

A.9.4. In the event of a delay in payments, MCXess shall be entitled to transfer all details referred to in the previous paragraph to persons or bodies instructed by MCXess to collect debts.

A.9.5. MCXess shall ensure an appropriate level of security in relation to the risks involved in processing and the nature of the data that is to be protected. This, however, is only if and insofar as such data is within the systems or infrastructure of MCXess.

A.9.6. If, using the Products and Services, communication takes place which is confidential by its nature, MCXess shall respect its confidentiality. This communication shall not be subject to eavesdropping, tapping, interception or control without prior permission from the User(s) involved, unless this is required by law.

A.9.7. Insofar as MCXess has access to personal data for which Contractor is responsible, MCXess shall only process the said personal data as instructed by Contractor. If Contractor wishes MCXess to process the said personal data for specific purposes, Contractor must enter into a data processing agreement with MCXess for that purpose in which the required data processing activities are described in detail.

A.9.8. Contractor undertakes only to process personal data using the Products and Services in a way that is entirely lawful.

A.9.9. If Contractor, in connection with a legal obligation, for example on the basis of the Law on the protection of personal data, has to amend, delete or surrender data stored in the MCXess systems, MCXess shall assist with this as far as possible. The costs of the work involved in this will be billed separately to Contractor.

Article A.10. Account

A.10.1. If this is part of the Agreement, MCXess will provide an Account to Contractor and/or Users. Unless otherwise agreed the Account will be accessible by entering a username and password.

A.10.2. Every action that is carried out through the Account of Contractor or of a User, is deemed to have taken place under Contractor's responsibility and at his risk. If Contractor suspects or should reasonably suspect that abuse of an Account is taking place, Contractor must inform MCXess of this as quickly as possible so that the latter can take action.

Article A.11. Prices

A.11.1. The prices charged by MCXess are divided into the following:

- a) One-time charges;
- b) Periodical charges;
- c) Use dependent charges.

A.11.2. Use dependent charges are payable by Contractor in arrears on the basis of the actual registered use. In so far as MCXess provides an online reporting system, this is for information purposes only and is not binding. The actual registered use as determined by the suppliers of MCXess (including, for example, Operators) or Chain Parties shall, unless reliably proven by Contractor to the contrary, constitute full proof of the use and of the charges payable by Contractor for it.

A.11.3. MCXess is entitled to adapt the periodical and use dependent charges on the basis of changes in market prices, as well as taxes, duties or import duties imposed by the government that increase the price, and also due to changes in the prices charged by Operators, Chain Parties or other suppliers on whom provision of the Products and Services depends. Contractor shall be informed in good time, in principle one month before it comes into force, of a price change that is to be introduced.

A.11.4. Unless expressly stated to the contrary, all prices disclosed by MCXess exclude turnover tax (19% VAT) and other duties charged by the government.

A.11.5. All prices in every offer or tender and on the MCXess Website are subject to programming and typographical errors.

A.11.6. If a price in an offer or tender is based on details provided by Contractor and if these data turn out to be incorrect, MCXess is entitled to change the prices accordingly, even after the Agreement has already taken effect. Any Outpayments received by MCXess will be transferred by means of a credit note, unless parties agree another billing method in Writing.

A.11.7. If and insofar as content is supplied using the Products and Services for which Contractor, its counterparties or the content provider aims to receive Outpayments, MCXess shall only be obliged to transfer Outpayments to Contractor if these are received by MCXess. If, for any reason whatsoever, MCXess does not receive or does not fully receive the Outpayments, or if these are reclaimed in full or in part, MCXess shall not be obliged to pay Contractor for the part that

is not received or that is reclaimed. MCXess shall never have an independent payment obligation with respect to Outpayments. If a sum is reclaimed, Contractor is obliged to pay the reclaimed amount to MCXess at the first request by MCXess.

A.11.8. If the Outpayments are not paid by the Operator or the End user for any reason whatsoever, Contractor shall still be obliged to pay the one-time, periodical and use dependent charges in connection with the relevant telephone traffic. Any penalties, compensation for damages or costs charged by the Operator and/or a Chain Party to MCXess in connection with unpaid and/or non-delivered Content and/or Content wrongly charged to the End user and/or related to Abuse or Improper use, are for the risk and account of Contractor and Contractor indemnifies MCXess for claims in this respect from Operators, Chain Parties and third parties.

Article A.12. Terms and conditions of payment

A.12.1. Periodical charges may be billed in advance by MCXess unless otherwise agreed.

A.12.2. One-time charges are, unless otherwise agreed, claimable in three instalments:

- a) 50% at the conclusion of the Agreement between MCXess and Contractor;
- b) 40% at the time when MCXess activates (the part of) the Products and Services for which the charge is payable;
- c) 10% after acceptance of (the part of) the Products and Services for which the charge is payable.

A.12.3. Unless otherwise agreed, by entering into the Agreement Contractor authorises MCXess to automatically collect payment for the charges payable by the Contractor, by means of a direct debit on the bank account of Contractor.

A.12.4. Contractor shall ensure that an adequate balance is available in the bank account intended for the direct debit at all times. If a direct debit cannot take place Contractor shall pay the amounts billed by MCXess before the due date by other means.

A.12.5. The due date is (14) days after the billing date.

A.12.6. Contractor will be in default automatically from the date when the bill falls due, without prior notice of default being required. MCXess is then entitled to bill for the full amount payable to Contractor plus interest of 1% per month, or the statutory interest, whichever is higher, from the due date.

A.12.7. Without prejudice to the above, all costs associated with collection of outstanding debts – in or out of court (including costs of lawyers, bailiffs and collection agencies) – shall be payable by Contractor. MCXess shall be entitled in any case to charge out of court costs of 15% of the outstanding amount, with a minimum of EUR 250 (two hundred and fifty euro).

A.12.8. MCXess is entitled to suspend and/or temporarily block the use of Products and Services if:

- a) Contractor withdraws the direct debit mandate that it has provided;
- b) Contractor repeatedly fails to make timely payment of bills submitted by MCXess;
- c) Contractor's solvency deteriorates so as to cast reasonable doubt on Contractor's ability to pay and creditworthiness;

- d) Abuse or Improper use is noticed.

A.12.9. MCXess may charge administrative costs for blocking and possible unblocking. Contractor shall remain obliged to pay any periodical charges during the blocked period.

A.12.10. Abuse or Improper use of the Products and Services by End users or other third parties shall not affect any obligation by Contractor to make payment to MCXess.

Article A.13. Offsetting

A.13.1. MCXess is entitled to offset whatever is payable to Contractor by MCXess, and whatever Outpayments MCXess has collected, against any debt owed to MCXess by Contractor, whether claimable or not.

A.13.2. Contractor is not entitled to offset any of Contractor's obligations to pay against any amount owed by MCXess on any ground whatsoever.

Article A.14. Retention of title

A.14.1. If and insofar as the Agreement stipulates any transfer of title from MCXess to Contractor, all goods supplied shall remain the property of MCXess until MCXess has received full payment of the entire relevant agreed amount. In the case of intellectual property, including copyright, transfer by MCXess to Contractor shall never occur unless expressly agreed to the contrary in Writing.

Article A.15. Intellectual property rights

A.15.1. All intellectual property rights related to all Materials developed or made available in relation to Products and Services are retained exclusively by MCXess or its licensors. The Agreement shall not be deemed to stipulate transfer of intellectual property rights from MCXess to Contractor unless the Agreement unambiguously stipulates this and cannot be interpreted differently.

A.15.2. Contractor shall only acquire the rights of use and authorisations explicitly granted in these General Terms and Conditions, the Agreement or otherwise in Writing and apart from this Contractor shall not reproduce or publish any software or other Materials made available by MCXess. An exception to the above-mentioned shall be allowed in the case of unmistakeably erroneous failure to grant such a right explicitly to Contractor.

A.15.3. Contractor is not permitted to remove or alter any statement concerning copyright, trademarks, trade names or other intellectual property rights from the Materials, including statements concerning the confidential nature and secrecy of the Materials.

A.15.4. MCXess is permitted to take technical measures to protect the Materials. If MCXess has protected the Materials by means of technical safeguards, Contractor is not permitted to remove or circumvent such security measures.

A.15.5. Any use, reproduction or publication of the Materials that falls outside the scope of the Agreement or the usage rights conferred shall constitute an infringement of MCXess' intellectual property. Contractor shall pay MCXess a penalty of 1,000 euro per infringement, payable immediately, and 10,000 euro per intentional infringement, without prejudice to MCXess' right to claim compensation for damages that it has suffered due to the infringement or otherwise to take legal action to stop the infringement and/or claim for the damages. After a single working day has passed since MCXess has notified Contractor of an infringement, Contractor must also pay a penalty of 5,000

euro per day on which the infringement is not stopped.

Article A.16. Promotion

A.16.1. To promote its service, MCXess is entitled to show third parties that it provides Products and Services to Contractor and to specify which ones, unless Contractor's reasonable interests would make this unacceptable or unless otherwise agreed in Writing.

Article A.17. Customer Care

A.17.1. The Customer Care department aims to respond materially within thirty (30) days after receipt of a complaint in Writing, unless this is not reasonably possible, for example because an investigation is needed that cannot be completed within 30 days. In that case Contractor shall be informed in Writing within this period when it will be informed of the decision.

Article A.18. Liability

A.18.1. The exclusions and limitations stipulated in this article shall not apply if and insofar as the damage results from intent or conscious recklessness on the part of the management of MCXess.

A.18.2. The liability of MCXess for direct damage to Contractor resulting from culpable failure by MCXess to meet its obligations under the Agreement, on any ground whatsoever, expressly also including any failure to comply with a guarantee obligation agreed with Contractor, or any unlawful action on the part of MCXess, its employees or third parties which it deploys, is limited for each event or series of associated events to an amount equal to the sums paid to MCXess by Contractor under the Agreement during the six months preceding the event causing the damages (excluding VAT). If the event causing damages is associated with a specific Product and/or Service, the above-mentioned shall only consist of the amount paid for that specific Product and/or Service. The total sum payable for direct damages, however, can never exceed 5,000 euro per event or 50,000 euro per year (excluding VAT).

A.18.3. The total liability of MCXess for death or physical injury or for material damage to property can never under any circumstances exceed 500,000 euro per event causing damage, whereby a series of related events shall count as a single event.

A.18.4. MCXess shall not be liable for indirect damages, including consequential damage, loss of profits or sales, missed savings, distortion or loss of (commercial) data and damage due to failure of commercial growth.

A.18.5. MCXess is never liable for any damages or defects arising from or related to technical or physical requirements imposed by suppliers (including for example Operators) or Chain Parties.

A.18.6. MCXess is not liable for damages caused by or related to third party software applications or resulting from the use of applications contrary to the license conditions or for purposes for which the relevant application is not intended.

A.18.7. MCXess shall only be liable for culpable failure to comply with the Agreement if Contractor serves proper and timely notice of default on MCXess in Writing, giving a reasonable period to remedy the defect, and MCXess has, even after that period, culpably failed to meet its obligations. The notice of default must contain the most detailed possible description of the defect so that MCXess is able to respond

appropriately.

A.18.8. Any entitlement to compensation requires Contractor to report the damage within 30 days of its occurrence in Writing to MCXess.

A.18.9. Contractor indemnifies MCXess for all third party claims for liability due to a defect in a Product and/or Service provided to third parties by Contractor and which (partly) consist of a Product and/or Service from MCXess. Contractor indemnifies MCXess for all third party claims for non-compliance with obligations by Contractor and/or third parties (including Users and supervisors, such as OPTA) which are under the responsibility of Contractor.

Article A.19. Breakdowns and force majeure

A.19.1. Neither party shall be obligated to meet any obligation when prevented from doing so due to force majeure.

A.19.2. Force majeure for MCXess is defined as any circumstance outside the will of MCXess as a result of which it is fully or partly hindered from meeting its obligations to Contractor or as a result of which MCXess cannot reasonably be expected to meet such obligations, regardless of whether that circumstance could be anticipated at the time when the Agreement took effect. Such circumstances shall, in every case, include:

- a) Emergency situations (such as extreme weather conditions, fire and lightning);
- b) Breakdowns in telecommunication infrastructure and the internet that are beyond the control of MCXess;
- c) Failures by parties on whom MCXess depends to provide Products and Services;
- d) Imperfection of goods, hardware, software or Materials which Contractor has required MCXess to use;
- e) Government action, for example due to the absence of required permits.

A.19.3. If a situation of force majeure has existed for longer than one month, each of the parties may dissolve the Agreement in Writing. Work already done under the Agreement shall in that case be charged proportionately, but no other payment shall be due by one party to the other.

A.19.4. In case of force majeure Contractor is not entitled to any compensation or payment, even if MCXess has any advantage as a consequence of the force majeure.

Article A.20. Personnel

A.20.1. Contractor shall provide all necessary support to employees of MCXess carrying out work for the provision of Products and Services at the premises of Contractor so that they can carry out their work.

A.20.2. Contractor is not permitted, as long as the relationship between Contractor and MCXess exists, and for one year after it comes to an end, to recruit employees of MCXess or otherwise to allow them to work for it directly or indirectly, without prior permission in Writing from MCXess. Employees of MCXess are defined in this situation as persons employed by MCXess or one of the associated companies of MCXess or employed by MCXess or one of the associated companies of MCXess no more than 6 (six) months ago.

Article A.21. Confidentiality

A.21.1. Parties shall treat information that they provide to each other before, during or after performance of the Agreement, as confidential if said information is marked as confidential or if the party receiving it knows or should reasonably suspect that the information was intended to be confidential. Parties shall also place this obligation on their employees and third parties deployed by them to perform the Agreement.

A.21.2. MCXess shall not obtain knowledge of data stored by Contractor and/or distributed via MCXess systems, unless this is necessary for proper performance of the Agreement or MCXess is obliged to do so under a legal stipulation or by order of a court. In that case MCXess shall make efforts to limit the knowledge of said data as far as possible, as far as this is within its power.

A.21.3. The confidentiality obligation shall persist after termination of the Agreement on any grounds whatsoever, for as long as the party providing information can reasonably claim that the information is confidential in nature.

Article A.22. Expiry under limitation

A.22.1. All legal claims of Contractor under the Agreement shall expire under limitation – except where prescribed by law – after one year from the date when compliance with obligations arising from the Agreement between the parties became claimable. This article is without prejudice to the regular period of expiry under limitation of claims by MCXess.

Article A.23. Amendment of the Agreement

A.23.1. If Contractor wishes to amend the Agreement, it may submit a request to that effect. The procedure and conditions for amendment are identical to those for inception of the Agreement, unless stated to the contrary.

A.23.2. Any change in name, residence or registered office, billing address or legal form must be immediately disclosed to MCXess in Writing. MCXess may impose additional conditions for acceptance of the consequences of a change in legal form.

A.23.3. MCXess reserves the right unilaterally to alter or supplement the Products and Services, these General Terms and Conditions and SLAs, even with respect to existing Agreements. Contractual changes shall also apply to Agreements already in effect after a period of 30 days after disclosure of the change on the MCXess Website or by electronic message. Changes of subsidiary importance can be made at any time.

A.23.4. If the said change(s) has (a) significant negative influence(s) on the (use of) Products and Services or on Contractor's position, Contractor may serve notice to terminate the Agreement, provided notification to that effect is received by MCXess before the date when the change takes effect. Contractor has no entitlement to compensation for damages

arising directly or indirectly from the change in the Products and Services.

Article A.24. Assignment of rights, use by others

A.24.1. Contractor is not authorised to assign the rights and obligations under the Agreement to a third party or to allow third parties to use the Products and Services without permission in Writing from MCXess.

A.24.2. Contractor gives MCXess in advance a right, without requiring express permission from Contractor, to assign the Agreement between the parties in full or in part to parent, associated and/or subsidiary companies or to a third party in the event of merger or acquisition. MCXess shall notify Contractor in Writing if such assignment has taken place.

A.24.3. MCXess shall not be liable to the Contractor together with the party to whom the rights and obligations under the Agreement have been transferred for compliance with the obligations under the Agreement.

A.24.4. If Contractor allows employees or third parties to use the Products and Services, such use shall be viewed for the purpose of defining Contractor's obligations as use by Contractor. Contractor is responsible for ensuring that such persons (entities) are placed under the same obligations as Contractor and Contractor is fully liable to MCXess for their actions.

Article A.25. Final stipulations General Module

A.25.1. The laws of the Netherlands shall exclusively apply to the Agreement and all legal relationships arising from or associated with it.

A.25.2. Unless otherwise required by law, all disputes arising from or associated with this Agreement shall be submitted to the court of first instance (rechtbank) of Amsterdam, with the understanding that MCXess is also entitled to submit the dispute to any court that is competent on other grounds.

A.25.3. If any stipulation of this Agreement is found to be invalid, this shall not affect the validity of the entire Agreement. Parties shall in that case define (a) new stipulation(s) to replace it, which shall as far as legally possible express the intention of the original Agreement and General Terms and Conditions.

A.25.4. Information and disclosures on the MCXess Website are subject to programming and typographical errors. If there is any inconsistency between the website and the Agreement, the Agreement takes precedence.

A.25.5. The version of any communication received or stored by MCXess (including log files and Call Detail Records) is considered to be authentic unless proven to the contrary by Contractor.

Definitions

The terms used in these General Terms and Conditions, the Agreement, Service Level Agreement and similar documents shall be defined as follows:

Abuse & Improper use

Abuse or Improper use exists in every case where:

- a) The Operator takes the view that Abuse or Improper use exists;
- b) The use is contrary to statutory obligations;
- c) It is viewed as such in the telecommunications sector or in society, for example but not necessarily set down in codes of conduct and the Agreement to counter the Improper use of Information numbers;
- d) There is:
 - I. Traffic to a specific Number that results in high consumption by the same mobile or fixed number, or from the same geographical location;
 - II. Traffic that has not resulted in the correct tariffs being charged to End users;
 - III. Traffic that can be identified as traffic whereby the identity of the End user does not correspond to the personal details provided by the End user to the telecommunications provider;
 - IV. A large number of "calls" shorter than 10 seconds to a Number.

Account

The right to access a user interface whereby Contractor can manage and configure (specific aspects of) the Products and Services, as well as the stored configuration(s) itself (themselves).

Agent

A specific type of User, namely a call center employee of Contractor.

Agreement

Every agreement between MCXess and Contractor that arises from an offer or tender produced by MCXess for Products and Services.

Chain Party

One or more Chain Parties exist if MCXess does not directly enter into a contract directly with an Operator for the supply of the infrastructure required for the Products and Services or other Products and Services.

Contractor

The person or entity with whom MCXess has entered into an Agreement. This also refers to those who enter into or are in negotiations with MCXess in this connection, as well as their representative(s), proxy (proxies), beneficiary (beneficiaries) and heirs.

Customer site

Site visited using the "Livechat & Cobrowsing" service.

Downtime

The period during which a Product and/or Service which is delivered as continuously as possible via the internet or another ICT network – such as hosting – is interrupted or suspended.

End user

The person or entity who purchases (information or content) services and/or products from Contractor, which services and/or products Contractor provides (partly) by using the MCXess Products and Services.

General Terms and Conditions

The stipulations of this document.

In Writing

In these terms and conditions, in Writing means, in addition to text on paper given or delivered by or on behalf of Contractor to MCXess, also e-mail and fax communications, provided the identity of the sender and the integrity of the message are sufficiently certain.

Keyword

A combination of letters or digits used to request content services.

Materials

All websites, (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, designs, images, texts, drawings, documentation, recommendations, reports and other intellectual products that are related to the Products and Services, including preparatory materials for these and the data carriers on which the Materials are recorded.

| | |
|--------------------------------------|---|
| MCXess | The company MCXess B.V., registered in Amstelveen with the Chamber of Commerce under registration number 34162380. |
| MCXess Website | The website of MCXess, which can be accessed via the domain names http://www.mcxess.com and http://www.MCAppStore.com , and all associated sub-domains. |
| Numbers | Service numbers or telephone numbers for the purpose of providing Voice (Response) Services & Solutions. |
| Operator | An operator of fixed and/or mobile telecommunications networks. |
| OPTA | The "Onafhankelijke Post & Telecommunicatie Autoriteit" (Dutch Independent Postal and Telecommunications Authority) or a comparable body (including in countries outside the Netherlands) or a possible successor. |
| Outpayments | Number-dependent and/or Operator-dependent charge billed by the Operator to the End user for the use of content services offered by or through the Contractor with the use of a Service, which – if and in so far as received by MCXess – will be transferred to Contractor. |
| Products and Services | One or more product(s) or service(s) provided to or for Contractor by or on behalf of MCXess, consisting, among others, of the following: <ul style="list-style-type: none">• Voice (Response) Services & Solutions• SMS Services & Solutions• Web Services & Solutions• Hosted Contact Center Solutions |
| Service Level Agreement (SLA) | The document, entitled Service Level Agreement, SLA, or something similar to this, in which MCXess links standards to the Products and Services as concretely and measurably as possible. |
| Shortcode | A shortened number used for content which acts as a destination for or sender of messages. |
| Uptime | The period during which a Service which is delivered as continuously as possible via the internet or another ICT network – such as hosted (call center) solutions – is not interrupted or suspended. |
| User | The person who uses the software / application / Service provided by MCXess to Contractor. For example: Contractor's employees. |
| Virtual Account System | A system of virtual credits used by MCXess in the context of providing Services which enables the End user to manage an Account for making payments for content on the internet. |

Module B. Voice (Response) Services & Solutions

Article B.1. Scope

This module is applicable to every Agreement in which MCXess provides Voice (Response) Services & Solutions to Contractor. MCXess makes a distinction between the following product groups.

B.1.1. Free and Paid Telephone Numbers: MCXess provides to Contractor the use of free and paid service numbers in a large number of countries, plus where applicable value-added services and connection of calls to a final destination.

B.1.2. Local and Business Numbers: MCXess provides to Contractor the use of local and business numbers in a large number of countries, plus where applicable value-added services and connection of calls to a final destination.

B.1.3. Universal Freephone: MCXess provides to Contractor the use of free international service numbers (UIFN or 00800 service numbers) in a large number of countries, plus where applicable value-added services and connection of calls to a final destination.

Article B.2. Installation and delivery

B.2.1. Installation and delivery of Voice (Response) Services & Solutions is described in the SLA.

Article B.3. Characteristics and requirements

B.3.1. Contractor may ask MCXess to activate Numbers for Contractor which MCXess, after approval, will activate within the national number database of the COIN association in the Netherlands and, if applicable, in an equivalent registration system abroad.

B.3.2. Unless agreed to the contrary the Numbers will remain activated for the Contractor for the duration of the Agreement.

B.3.3. MCXess offers Contractor the option to make a Number portable insofar as this is compulsory by law and under the regulations. MCXess is authorised to change a Number if this is considered necessary by MCXess, an Operator, the OPTA or any other authority in the Netherlands or abroad.

B.3.4. Insofar as this arises from the Services, Contractor must request one or more Numbers for the use of the Services from the OPTA or any other authority in the Netherlands or abroad. MCXess cannot influence and is not liable for whether or not Numbers are allocated by the OPTA or any other authority in the Netherlands or abroad. Contractor has no entitlement to obtain a specific Number.

B.3.5. MCXess cannot, when transferring details that Contractor has provided for the purpose of possible publication in telephone directories or number information services, be held liable for the correctness, completeness and lawfulness of the information provided by Contractor.

Article B.4. Terms and conditions of use

B.4.1. Contractor shall ensure, and is responsible for, strict compliance with the legislation and regulations set out in the (Dutch) Telecommunications Act, similar legislation and regulations abroad, and codes of conduct and agreements that exist within the Telecommunications sector, such as the Memorandum of Understanding to counter the Improper use of Information numbers and other regulations, whether or not

they are imposed by the government, such as the Code of Conduct for Promotional Games of Chance, such as shall be in force at any time. Contractor shall also comply with foreign legislation and regulations if applicable to the Products and Services.

B.4.2. If Contractor uses Services from MCXess to provide (content) services to End users, Contractor shall inform MCXess of this in good time beforehand whereby MCXess shall be entitled and Contractor shall be obliged to inform third parties, including End user, of the costs of the (content) services and, in the case of periodical charges, the possibility of terminating / blocking this subscription.

B.4.3. MCXess shall, insofar as the Services lend themselves thereto and unless the Contractor has expressly excluded this in its request, make the name, address, company and/or profession available to Operators to allow these details to be included in public directories and for use in their information services.

Module C. SMS Services & Solutions

Article C.1. Scope

C.1.1. This module is applicable to every Agreement under which MCXess makes it possible for Contractor to receive SMS messages via 4-digit Short codes in the Netherlands and abroad and whereby Contractor can send Premium and Flat fee SMS messages in the Netherlands and whereby Contractor can make use of Premium and Flat fee SMS services abroad. Contractor also has access to the SMS Manager service in the Netherlands, whereby a simple click-to-run system makes it possible to set up and manage various interactive SMS services.

Article C.2. Installation and delivery

C.2.1. Installation and delivery of SMS Services & Solutions is described in the SLA.

Article C.3. Short codes and Keywords

C.3.1. MCXess offers Contractor the opportunity to make a Short code portable insofar as this is compulsory by law and under the regulations. MCXess is authorised to change a Short code or Keyword if this is considered necessary by MCXess, an Operator, the OPTA or any other authority in the Netherlands or abroad.

C.3.2. MCXess is authorised to allow a Keyword or reservation for a Keyword to expire if the Services are not used during a period of two months or if less than 50 messages per month are sent using the Keyword in question. Operators or Chain Parties may impose further obligations on the use of Keywords, in which case the said further obligations shall be applicable and the Keyword may lapse on the grounds of the said further obligations.

C.3.3. When using a shared Keyword, Contractor is not permitted to (allow or cause) actions to take place that may influence the amounts that would, in the absence of such actions, be payable by one party to another party, or the information tariffs that are payable for the use of content services or for consulting an information service. MCXess or a Chain Party is and remains the owner of the Keywords.

Article C.4. Terms and conditions of use

C.4.1. Contractor shall ensure, and is responsible for, strict compliance with the regulations set out in the (Dutch) Telecommunications Act and codes of conduct and agreements that exist within the telecommunications sector, such as the Code of Conduct on SMS Services and other regulations, whether or not they are imposed by the government, such as the Code of Conduct on Promotional Games of Chance, such as shall be in force at any time. Contractor shall also comply with foreign legislation and regulations if applicable to the Products and Services.

C.4.2. Contractor assumes full responsibility for the content of SMS messages sent by itself, its employees and third parties at its request. Contractor shall comply with all laws and regulations applicable to the content and intent of SMS messages and which are described in the Code of Conduct for SMS services. Contractor must refrain from sending SMS messages with aggressive, violent, discriminatory or any other illegal content. Contractor must do its absolute best to ensure that SMS messages are sent only to End users who have registered by means of so-called opt-in methods. Contractor is

liable for all consequences and costs that may result from infringement of such laws and regulations and indemnifies MCXess for claims or fines by supervisory authorities (including the OPTA or similar bodies abroad).

C.4.3. If Contractor uses Services from MCXess to provide (content) services to End users itself, Contractor shall inform MCXess of this in good time beforehand whereby MCXess shall be entitled and Contractor shall be obliged to inform third parties, including End user, of the costs of the (content) services and, in the case of subscriptions, the possibility of terminating / blocking this subscription.

Article C.5. SMS sending

C.5.1. Contractor realises that MCXess is reliant upon IT companies, telecommunications companies and Operators for the sending of SMS messages. For that reason MCXess can only influence the provision and transmission of SMS messages within the technical limitations imposed by the said companies.

C.5.2. MCXess shall do its utmost to deliver the message to the recipient as quickly as possible.

Module D. Web Services & Solutions

Article D.1. Scope

This module is applicable to every Agreement in which MCXess provides Web Services & Solutions to Contractor. MCXess makes a distinction between the following products.

D.1.1. Livechat & Cobrowsing: Using this Service MCXess makes it possible for Contractor to buy a web application. Using this web application Contractor offers the functionality to chat with visitors on a specific website (Customer site) or to offer help to visitors remotely via the web browser.

D.1.2. Payment Solutions: Using this Service MCXess makes it possible for Contractor to allow End users to make payments for content via the internet.

Livechat & Cobrowsing

Article D.2. Installation and delivery

D.2.1. MCXess shall enable Contractor to install the software itself. The Service is accepted at the moment when MCXess has provided the software and the information necessary for installation (activation date).

Article D.3. Characteristics and requirements

D.3.1. The Service works as standard for W3C valid websites (Customer sites). If the Customer site deviates significantly from these standards, it is possible that the Service will not be fully functional. If the Customer site is primarily built in ajax or flash, or the Customer site contains elements that are hosted externally (e.g. via an iframe), a custom solution will be required. This must be agreed in the Agreement.

Article D.4. Terms and conditions of use

D.4.1. Contractor is not permitted to use the Services for more than one enterprise or to allow multiple contractors to work under a single Account, unless Contractor is a reseller of MCXess or if Contractor operates contact centers. If the Contractor is such a party, this shall be stipulated in the Agreement.

D.4.2. If, in the opinion of MCXess, Contractor has jeopardised the operation of the server(s) or the network of MCXess or third parties, in particular through requesting or sending excessive data (as a result of which performance problems occur), MCXess is entitled to take all measures that it considers reasonably necessary to avert or prevent such a hazard.

Article D.5. Access and updates

D.5.1. MCXess shall provide Contractor with access to (the management of) the Services throughout the duration of the Agreement. For this purpose a user name and password will be provided to Contractor and/or User.

D.5.2. Contractor and/or User are forbidden to give or transfer the user name and the password to third parties. MCXess is not responsible for abuse and can assume that a Contractor and/or User who logs in to use the Services is in fact Contractor. Contractor must inform MCXess if Contractor suspects that the password has fallen into the hands of unauthorised parties. MCXess is entitled to take effective measures in such cases.

D.5.3. If MCXess becomes aware that the login details of Contractor and/or User are known to unauthorised third parties, it shall inform Contractor of this and shall take appropriate measures.

D.5.4. The version of the communication in question received or stored (measurement carried out) by MCXess shall serve as proof, unless proven to the contrary by Contractor.

D.5.5. MCXess is entitled to adapt the software for the Services from time to time to improve functionality and remedy errors. Since the Services are provided to multiple contractors it is not possible to omit a particular adaptation for Contractor alone. MCXess is not obliged to pay any compensation for damages arising from adaptations to the Services.

Article D.6. Availability and maintenance

D.6.1. MCXess shall make efforts to provide uninterrupted availability of the Services but offers no guarantees in this connection, unless agreed to the contrary in the Agreement by means of the Service Level Agreement.

D.6.2. MCXess reserves the right to temporarily place the Services out of use for maintenance, adaptation or improvements to the MCXess Services and web servers. MCXess shall attempt to arrange such periods out of use so that the least possible inconvenience is caused to Users.

D.6.3. MCXess shall never, as a result of such periods out of use, be obliged to pay any compensation for damages suffered by Contractor.

Article D.7. Privacy

D.7.1. Contractor is obliged to inform visitors to its Customer site of the use of Service(s) in its privacy declaration. The privacy declaration on the Customer site must include a statement on cookies. If required, Contractor may use the following standard text:

"Cookies are used to offer help remotely via our website or to chat with you. This cookie is installed by a service provided by MCXess. A cookie is a small, simple file that is sent from this website and stored by your browser on your computer's hard drive. You can refuse to use these cookies, although this will mean that you will not be able to make full use of the above-mentioned Services. <Company name> may monitor your actions on our website at all times with the aim of assisting you better."

D.7.2. Although MCXess considers that the standard text set out in paragraph 7 of this article in principle provides adequate information to visitors on the use of cookies by MCXess, MCXess does not guarantee that the inclusion of this text (alone) will be sufficient in every individual case to fulfill the Contractor's obligation to provide information. Contractor itself remains responsible for a full and correct description of its own use of visitors' personal details and for its use of cookies.

Payment Solutions

Article D.8. Installation and delivery

D.8.1. Contractor shall have access to the Service by means of the Account. The Account for this Service makes it possible to consult sales data by date and time.

D.8.2. Within the context of the Service, MCXess provides the necessary technical facilities including administration of these to make it possible for Contractor to allow content to be charged by End users via the Virtual Account System, using payment methods including but not limited to telephone, SMS, iDEAL, Credit Card and Direct Debit.

Article D.9. Terms and conditions of use

D.9.1. Contractor may only use the Services for the purposes for which they are intended, namely for offering to End users a control panel for the purpose of making payments for Contractor's services.

D.9.2. Contractor shall not take any action that in any way jeopardises the proper functioning of the Virtual Account System, the Account and/or the Services and/or may in any other way be damaging to (the reputation of) MCXess and/or third parties including but not limited to the banks and credit card companies involved in the Services. Contractor also shall not use the Services for activities forbidden by law or suspected to be forbidden or unlawful vis-à-vis third parties. In the above situation MCXess shall be entitled at any time to suspend the Service with immediate effect or to terminate this Agreement.

D.9.3. Contractor is obliged to inform MCXess immediately of all cases of (suspected) fraud.

iDEAL

D.9.4. Contractor is fully responsible for correct technical implementation of the iDEAL functions offered by MCXess, taking into account the current guidelines on the use of iDEAL, which iDEAL or MCXess shall announce from time to time.

D.9.5. MCXess is entitled in the event of failure to comply with the iDEAL guidelines announced by iDEAL (Currence) or MCXess from time to time, to take measures as quickly as reasonably possible to prevent further infringements.

Direct Debit

D.9.6. In the context of the Service MCXess shall allow Contractor to offer direct debit mandates. If an agreement to that effect exists between End user and Contractor, Contractor is permitted to charge a direct debit to the account of the End user in question. To deal with possible claims (including but not limited to refunds) and fraud, a percentage as stated in the Agreement will be deducted from each transaction to act as a so-called "Rolling Reserve". This reserve will be included in the regular payment by MCXess to Contractor within the number of days after the direct debit as specified on the tariff.

Credit Card

D.9.7. Contractor is not allowed to facilitate credit card payments in combination with activities that are forbidden or suspected to be forbidden by law. In the above situation MCXess shall always be entitled to suspend an End user's individual account, in which case any credit balances will automatically lapse.

D.9.8. Contractor is responsible for correct technical implementation of the credit card functionality offered by MCXess, taking into account the current guidelines which MCXess shall announce from time to time.

D.9.9. Contractor is obliged, in case of failure to comply with the credit card company guidelines, to take action as soon as is reasonably possible to prevent further infringements.

Article D.10. Outpayment

D.10.1. MCXess shall impose charges for the provision of the Services which are specified in the Agreement.

D.10.2. After the end of each calendar month MCXess shall offset the said charges by means of the remittance.

D.10.3. After receiving the transaction specifications for the various payment platforms, depending on the chosen payment methods within the Virtual Account System, MCXess shall run the monthly statement. The amount of this statement is not claimable by Contractor until MCXess has received full payment from the various payment platforms and after MCXess has offset amounts owed by Contractor. Only after receipt of these amounts into the account of MCXess and after offsetting, an explanation will be submitted to Contractor with an accompanying statement.

D.10.4. If, after receipt of the statement issued by MCXess after offsetting there is a residual amount owed by Contractor, Contractor shall, within 14 days after receipt of the statement issued by MCXess, pay this debt to MCXess.

Module E. Hosted Contact Center Solutions (HCCS)

Article E.1. Scope

E.1.1. This module is applicable to every Agreement in which MCXess provides hosted software solutions under the name HCCS and makes available associated Products and Services to Contractor.

Article E.2. Installation and delivery

E.2.1. Unless otherwise agreed, MCXess is not obliged to provide and/or install peripherals for the use of HCCS by Contractor. If more peripherals are required than a PC, a headset and a functioning internet connection that meets the minimum requirements that are made of it at any time, MCXess shall inform Contractor of this.

E.2.2. Unless otherwise agreed, the client version of the HCCS software shall be supplied on one or more media to be agreed, after which Contractor must install and configure it on its own hardware. MCXess shall, where necessary and when requested by Contractor, provide technical support for this process.

E.2.3. If it is agreed that MCXess will provide installation or configuration of hardware and/or software, Contractor shall provide MCXess personnel with all necessary access to the hardware and provide all assistance that may otherwise be reasonably required. If Contractor, in the opinion of MCXess, has not met this obligation, Contractor can no longer insist upon the agreed acceptance date.

Article E.3. Characteristics of the Services and conditions

E.3.1. HCCS is intended to allow Agents to communicate in user-friendly and efficient ways with End users via multiple channels, such as voice, sms, e-mail and chat.

E.3.2. HCCS uses the internet to create the connections between Agents and third parties. Without prejudice to the stipulations in applicable SLAs and/or technical annexes, Contractor declares that it is aware of the characteristics inherent in the internet and to which the use of HCCS is therefore subject.

E.3.3. Insofar as the connections are (partly) created using MCXess systems and/or networks, MCXess shall make efforts to make and keep these available without Downtime. If Service Downtime is caused by infrastructure that MCXess cannot control, MCXess cannot be held liable for it.

E.3.4. If, in the opinion of MCXess, the use of HCCS by Contractor has jeopardised the operation of the computer systems or the network of MCXess or third parties and/or of the service provided via a network, in particular by sending excessive e-mail or other data, poorly secured systems or the activities of viruses, trojans and similar software, MCXess is entitled to take all action that it considers reasonably necessary to avert or prevent such a hazard.

Article E.4. Account, Back-up and Security

E.4.1. Contractor and/or Agents shall have access to an Account.

E.4.2. Every day a back-up will be made of the data that is in the Account. The time when the back-up is made will be determined by MCXess. Making the back-up is a service provided by MCXess and it provides no guarantee.

Article E.5. Licensing and right of use

E.5.1. Contractor will obtain licenses from MCXess for the use of HCCS. The costs of the licenses will be calculated on the basis of the number of Agents and the number of (internet) ports, monthly in arrears, unless otherwise agreed.

Article E.6. Availability and maintenance

E.6.1. MCXess shall make efforts to provide uninterrupted availability of the Services but offers no guarantees of this, unless agreed to the contrary in the Agreement by means of an SLA.

E.6.2. MCXess reserves the right to temporarily place the Services out of use for maintenance, adaptation or improvements to the MCXess Services and web servers. MCXess shall attempt to arrange such periods out of use so that the least possible inconvenience is caused to Users.

E.6.3. MCXess shall never, as a result of such periods out of use, be obliged to pay any compensation for damages suffered by Contractor.

Article E.7. Warranty

E.7.1. MCXess shall make efforts to provide Services and Products that function as well and as error-free as possible. MCXess cannot, however, guarantee that the HCCS Software, and any configuration of it carried out by MCXess, will function entirely without errors at all times.

E.7.2. MCXess is authorised to make temporary solutions or "workarounds" whereby particular functions will be limited to prevent serious faults.