



Wholesale Services Agreement

Voipgate S.A.

March 2019

Prices in €

Voipgate S.A.

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2015-09-10.1	Corrections
2016-01-11.1	New contact details
2016-07-01-1	Address update
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1	DEFINITIONS AND INTERPRETATION	5
2	SCOPE	6
3	WS SERVICES	6
4	NETWORK INTERCONNECTION, WS SERVICES DELIVERY AND OPERATIONS	6
5	BILLING	7
6	CHARGES	8
7	EQUIPMENT COMPLIANCE	9
8	REVIEW	10
9	INFORMATION EXCHANGE, CONFIDENTIALITY AND DATA PROTECTION	11
10	FORCE MAJEURE	15
11	LIMITATION OF LIABILITY	16
12	WS AGREEMENT TERM – ORDINARY TERMINATION	16
13	BREACH, SUSPENSION AND EXTRAORDINARY TERMINATION	17
14	NOTICES	18
15	RELATIONS WITH END-USERS	19
15.1	NEW ACTIVATION AND TRANSFER OF SERVICES	19
15.2	OPERATOR’S COLLABORATION	19
15.3	MVG.LU’S DIRECT CONTACTS	19
16	GOVERNING LAW AND APPLICABLE JURISDICTION	19
17	DISPUTES	20
18	FINAL CLAUSES	21
18.1	ENTIRE AGREEMENT	21
18.2	ORDER OF PRECEDENCE BETWEEN DOCUMENTS	21
18.3	VARIATIONS, AMENDMENTS	21
18.4	INTELLECTUAL PROPERTY RIGHTS	21
18.5	WAIVER	21
18.6	INTUITU PERSONAE - ASSIGNMENT	21
18.7	INDEPENDENT CONTRACTORS AND AGENCY	22
18.8	SUCCESSORS	22
18.9	COSTS AND FURTHER ASSURANCE	22
18.10	SEVERABILITY	22
19	APPENDIX 1	24
20	APPENDIX 2	25
21	APPENDIX 3	26
21.1	VOIPGATE	26
21.2	OPERATOR	29

AGREEMENT

Between

....., a company incorporated under
..... law and registered at the Trade Register of
..... under number, having its
registered office located,,
.....,

represented by Mr., acting as, duly
empowered,

hereafter the "Operator"

and

Voipgate S.A., a company incorporated under Luxembourg law and registered at the Trade
Register of Luxembourg under number B105502, having its registered office located at 70, rue
des Près, L-7333 Steinsel, Grand-Duchy of Luxembourg

represented by Mr. Loïc Didelot, acting as Chief Executive Officer,

hereafter "MVG.LU".

The Operator and MVG.LU being hereafter referred individually as to a "Party" and together as
to the "Parties"

WHEREAS

A. The Operator is a legal person providing telecommunication services and certifies and
acknowledges to be duly notified at the ILR pursuant to the law of February 27, 2011 on
Networks and Electronic Communications Services.

B. MVG.LU is a telecommunications operator in Luxembourg.

C. The Operator having requested to MVG.LU to be supplied with certain services and facilities
covered by the applicable TRO and BRO, the Parties have discussed the terms and conditions of
this agreement on the provision on WS Services (the "WS Agreement"), based on the TRO and
BRO, and have decided to enter into this WS Agreement.

THIS BEING REMINDED, THE PARTIES HAVE AGREED AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

In this WS Agreement (including its recitals, appendices and/or subsequent amendments) the words and expressions used with a capital letter shall have the same meaning as defined in the applicable TRO and BRO, unless expressly specified otherwise in this WS Agreement (in particular in Appendix 1 hereof) or where inconsistent with the context.

Clause, appendix and paragraph headings are inserted for reading purposes only and shall not affect the interpretation of this WS Agreement.

The schedules form integral part of this WS Agreement and shall have effect as if set out in full in the body of this WS Agreement and any reference to this WS Agreement includes the schedules.

Unless expressly stated otherwise:

- a) References to an article are references to an article of this WS Agreement, while references to clauses and schedules are to the clauses and schedules of this WS Agreement; references to paragraphs are to paragraphs of the relevant schedule;
- b) Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), while references to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it;
- c) A reference to one gender shall include a reference to the other genders and vice versa
- d) Words in the singular shall include the plural and vice versa, while references to a gender include any other gender;
- e) Writing or written includes faxes but not e-mail, except if specifically specified in this WS Agreement;
- f) Where the words “include(s)”, “including” or “in particular” are used in this WS Agreement, they are deemed to have the words “without limitation” following them. The words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them;
- g) Any obligation in this WS Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

If not expressly specified in, incorporated to or referred to this WS Agreement prices or tariffs will be prices or tariffs as specified in the Appendix 2 attached hereto (the “Price List”);

2 SCOPE

The purpose of this WS Agreement is to set forth the specific terms and conditions whereby, in addition to the provisions of the WS Services defined in the applicable TRO and BRO, which forms an integral part of this WS Agreement, MVG.LU shall provide, pursuant to the Law and the applicable TRO and BRO, and the Operator shall pay for the WS Services as ordered by the latter.

3 WS SERVICES

The WS Services offered to the Operator under this WS Agreement are those as detailed in the applicable TRO and BRO and which have been ordered by the Operator to MVG.LU in compliance with the relevant ordering and provisioning procedures as referred to in the applicable TRO and BRO.

Should the Operator require from MVG.LU additional features, facilities and/or services not covered by the applicable TRO and BRO, the Operator shall provide MVG.LU with a written request specifying in detail its requirements and needs and MVG.LU will examine the said request. If the Parties reach an agreement in this respect, it shall be formalized in writing and, if appropriate, the agreed terms shall be incorporated by way of amendment to this WS Agreement.

4 NETWORK INTERCONNECTION, WS SERVICES DELIVERY AND OPERATIONS

For MVG.LU to be able to provide WS Services to the Operator at the service level described in the present WS Agreement the Parties shall prior interconnect their respective networks.

WS Service delivery and operations by MVG.LU shall conform to the general principles set out in the applicable TRO, BRO and this WS Agreement.

5 BILLING

MVG.LU shall provide to the Operator invoices of all amounts due to it in relation to the provision of WS Services and related interventions, calculated in accordance with the applicable Price List and addressed to the billing address as defined in Appendix 3 hereof.

Invoices are due and payable in EURO within maximum thirty (30) calendar days of their respective date of issuance (the "Due Date").

The Operator may deduct any disputed amount from the invoice amount, provided that the Operator has previously notified MVG.LU in writing within a maximum of thirty (30) calendar days of the date of issuance of the invoice.

If the Operator fails to pay on the Due Date any undisputed amount due under this WS Agreement, the Operator shall pay Interest at the current applicable legal interest rate on any such amounts from due date until the date on which payment is actually made.

If the Operator makes any overpayment resulting from information provided by the Operator (which is not attributable to information provided by MVG.LU), MVG.LU shall refund such overpayment but shall be under no obligation to pay any interest on the amount overpaid.

The Operator acknowledges that it may be subject to MVG.LU's credit vetting policy procedures. Should MVG.LU consider it necessary following the application of such procedures or should the Operator fail to pay the charges due under or in connection with this WS Agreement, MVG.LU may (without prejudice to any other rights and remedies available to MVG.LU), at any time, require the Operator to pay a deposit or provide a guarantee as security for payment of future charges.

The Operator agrees to pay such deposit or provide such guarantee within thirty (30) calendar days of receiving MVG.LU's notice requiring it to do so, failing which MVG.LU reserves the right, without prejudice to any other rights and remedies available to it under this WS Agreement or law, to refuse to accept any further orders for the WS Services and to suspend performance of such of its obligations under this WS Agreement as is reasonable in the circumstances until such deposit or guarantee is delivered.

6 CHARGES

The charges in this WS Agreement are exclusive of VAT unless such charges are expressly specified to be inclusive of VAT. The Operator shall pay the charges calculated in accordance with, and within the time specified in this WS Agreement.

Where VAT is chargeable in respect of the supply of goods or services for which the payment is consideration and insofar as such payments fall to be made under this WS Agreement the amount of such VAT shall be paid in addition thereto.

Without prejudice to this Clause 6, where any supply is made pursuant to this WS Agreement, the recipient of the said supply shall pay to the concerned supplier the corresponding charges as well as the amount of any VAT chargeable in respect thereof.

MVG.LU may revise the charges set out in the Price List at any time provided that MVG.LU gives the Operator at least a 2-month prior written notice, except for the prices defined in the applicable TRO and BRO which take effect as specified in the applicable TRO and BRO.

If any charge or the means and/or methods of calculating that charge:

- a) is subject to a legal challenge, the Parties shall, without prejudice, treat the determination as valid until the conclusion of the legal proceedings, unless the court otherwise directs. If the court finds the determination to be unlawful then the Parties agree to revert to the charges payable immediately prior to such determination being made and MVG.LU shall make any necessary alterations to the Price List.
- b) has retrospective effect (for whatever reason but including without limitation by reason of a determination) that charge shall as soon as reasonably practicable be adjusted and recalculated and interest will be payable for any sum overpaid or underpaid as a consequence thereof at the legal interest rate applicable at the adjustment date as from the date of over or underpayment to the date of refund or payment in full.

7 EQUIPMENT COMPLIANCE

The Operator undertakes to use only equipment fully compliant with the technical specifications set forth in the applicable TRO and BRO (the “Compliant Equipment”) and to operate them within the strict limits as specified in the said TRO and BRO.

For the sake of clarity, any MVG.LU equipment remains and shall remain the whole and sole property of MVG.LU at all times and nothing in this WS Agreement shall be deemed as stating otherwise.

The Operator shall be responsible for MVG.LU’s Equipment and must take reasonable steps to ensure that nobody (other than someone expressly authorised by MVG.LU) adds to, modifies or in any way interferes with it. The Operator will be liable to MVG.LU for any loss of or damage to MVG.LU’s Equipment, except where such loss or damage is due to fair wear and tear or is caused by MVG.LU, or anyone acting on MVG.LU’s behalf.

When MVG.LU has reasonable grounds to believe that the Operator is using equipment or is permitting the use by its End-User(s) of equipment which is not Compliant Equipment, MVG.LU may, where it considers it reasonable to do so, suspend or cease the provision of WS Services, in whole or in part upon prior written notice to Operator of MVG.LU’s intention to suspend or cease the provision of WTR Services.

Each Party undertakes to comply with the specifications applicable to the provision of WS Services pursuant to this WS Agreement and/or the applicable TRO and BRO, in particular as regards to system alteration and specifications.

8 REVIEW

In addition to the specific case set forth in this WS Agreement, a Party may seek to amend this WS Agreement by serving on the other a review notice in the following cases:

- a) The Service Notification of either Party is materially modified in whole or in part (whether by amendment or replacement); or
- b) A material change in the regulatory context of the telecommunications activities in the Grand-Duchy of Luxembourg, such as e.g. material change in the law or regulations (including codes of practice whether or not having the force of law) or enforcement action by any regulatory authority, affects or may reasonably affect the commercial or technical basis of this WS Agreement, or
- c) A general review is requested by either Party during the first three (3) calendar months of any civil year or a special review is agreed upon by the Parties; or
- d) There is a material review of charges, in compliance with Clause 6 above.

In such cases, a review notice shall set out in reasonable detail the issues to be discussed between the Parties. On service of a review notice, the Parties shall forthwith negotiate in good faith the matters to be settled with a view to agreeing the relevant amendments to this WS Agreement. For the avoidance of doubt, notwithstanding the service of a review notice, this WS Agreement shall remain in full force and effect.

If the Parties fail to reach an agreement on the subject matters specified in a review notice pursuant to this Clause 8 within three (3) calendar months as from the delivery date of such review notice, either Party may, not later than three (3) calendar months after the expiration of the relevant period, request in writing the ILR to determine the matters upon which the Parties have failed to agree upon.

The Parties shall enter into an agreement to modify or replace the WS Agreement in accordance with relevant ILR's order, direction, determination or consent unless such order, direction, determination or consent is subject to a legal challenge.

If the ILR's order, direction, determination or consent is subject to a legal challenge, then the Parties shall modify or replace the WS Agreement at the conclusion of the legal proceedings in accordance therewith.

The provisions of this Clause 8 are intended to establish a framework governing the review and determination of the provisions of this WS Agreement, but are not intended to prejudice the Parties' rights, liabilities and obligations created by and under their respective Service Notification.

9 INFORMATION EXCHANGE, CONFIDENTIALITY AND DATA PROTECTION

In order to implement this WS Agreement, the Parties will have to exchange information and the disclosing Party undertakes to use reasonable endeavours to ensure that the information disclosed is correct to the best of its knowledge at the time of such information provision.

Within the frame of the TRO and BRO and this WS Agreement, "Confidential Information" shall mean all information exchanged between the Parties in relation thereto and in particular all financial, technical, business and other information (including, without limitation, all agreements, files, technology, know-how, trade secrets, statistical information, forecasts, specifications, samples, memoranda, notes, reports and documents relating directly or indirectly to the WS Agreement and/or the TRO and BRO) which may be provided, exchanged or disclosed by one Party to the other or is otherwise obtained by the other Party in relation to the WS Agreement, by any and all means and on all existing or future supports, including transmission via networks Internet/Intranet.

For the avoidance of doubt, the following shall be not considered hereunder as Confidential Information by the Parties:

- a) Information already in possession of or known by the receiving Party prior to the communication of such information by the other Party;
- b) Information communicated directly or indirectly to the public or to the receiving Party, from a source other than the other Party, without infringement of any third party's right nor any breach of confidentiality undertaking;
- c) Information independently and lawfully generated by the recipient Party without use or knowledge of the Confidential Information received from the disclosing Party;
- d) Information already part or that becomes part of the public domain, otherwise than by breach of this WS Agreement by the receiving Party or its Authorised Persons;
- e) Information that must be communicated by judgment, statutory or regulatory obligation, decision of supervisory authority or compulsory laws, with obligation to the prosecuted Party to inform the other without undue delay of such request, in order to enable the other Party to be in a position to take actions to protect its own interests. ;
- f) Publication of all or part of this WS Agreement or details thereof pursuant to the MVG.LU's Service Notification and/or ILR's request;
- g) Information disclosed properly and reasonably to ILR, or to an arbitrator, expert or any person appointed by the Parties for the resolution of a claim or dispute;
- h) Information reasonably disclosed to obtain or maintain any listing on any recognised stock exchange; or
- i) Information communicated in case of emergency requiring, notably for safety, healthy or security purposes, such a disclosure.

The Party considering that any information is not a Confidential Information shall bear the proof of any condition specified in points a) to i) hereinabove.

The receiving Party undertakes, unless the disclosing Party gives its prior written authorization, they shall, during the entire duration of this WS Agreement:

- i. keep the Confidential Information in the strictest confidence;
- ii. protect the other Party's Confidential Information against disclosure in the same manner and with the same degree of care, but not less than a reasonable degree of care, with which it protects its own confidential information;
- iii. not use the Confidential Information disclosed by the other Party for any other purpose than the implementation of the WS Agreement and the provision of the WS Services (the "Authorized Use");
- iv. not copy or otherwise duplicate any part of the Confidential Information or knowingly allow anyone else to copy or otherwise duplicate any part of the Confidential Information then under its control without the disclosing Party's prior written approval except for the strict Authorized Purpose and to leave, when making copies, all signs which indicate ownership or origin intact; and
- v. make Confidential Information only available to any employee, affiliated company, professional advisor or intended subcontractor or supplier having a reasonable need to know and provided disclosure of Confidential Information is strictly necessary to fulfill the Authorized Purpose in relation to either Party and this person, company or entity provably be bound to at least equal or substantially similar confidentiality obligations as comprised in this WS Agreement (the "Authorized Persons").

This Clause 9 shall remain in full force and effect for the duration of this WS Agreement and throughout the provision of WS Services by MVG.LU, as well as for a 3-year time period after the effective termination date of this WS Agreement.

For the avoidance of doubt, nothing in this WS Agreement shall require a Party to do anything in breach of any statutory, regulatory or contractual obligation of confidentiality, including without prejudice to the generality of the foregoing, any obligation pursuant to the Data Protection legislation or the MVG.LU's Service Notification.

Subject to Clause 11 below, the receiving Party shall indemnify the disclosing Party and keep it free and harmless against all liabilities, claims, demands, damages, costs and expenses arising as a consequence of any failure by the receiving Party to comply with the conditions reasonably imposed and identified at the time when the information was provided.

In this Clause 9:

"Data Controller" (or simply Controller) and "Data Processor" (or simply Processor) and Data Subject have the meanings given to those terms under the Data Protection Laws.

"Data Protection Laws" means the General Data Protection Regulation (EU 2016/679) (GDPR).

"Personal Data" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Capitalised terms not defined in this clause 9 shall have the meaning as defined in Data Protection Law.

Unless otherwise agreed in writing, any Personal Data processed by either Party in connection with this Agreement, shall be treated as Personal Data. VG will respectively be a Data Processor in respect of such processing.

MVG.LU shall comply with the requirements of Data Protection Laws applicable to Data Processors in respect of the provision of the WS Services and otherwise in connection with the WS Agreement (including without limitation, by implementing and maintaining at all times all appropriate security measures in relation to the processing of Personal Data and by maintaining a record of all processing activities carried out under the WS Agreement) and shall not knowingly do anything or permit anything to be done which might lead to a breach by the Operator of Data Protection Laws.

The legal basis for processing Personal Data shall be the performance of the WS Agreement. MVG.LU as Data Processor will hold and process Personal Data for the purposes of maintaining and managing the contractual relationship with the Operator, including the performance of quality controls and the provision of training where appropriate. MVG.LU may not transfer Personal Data or make Personal Data accessible to third parties such as MVG.LU affiliates, agents and/or subcontractors, nor transfer Personal Data outside the European Economic Area (EEA) without Operator's prior written consent.

Personal Data will be processed for the duration of the contract, exception made for MVG.LU's obligations under applicable data retention laws or for the defense of legal claims.

MVG.LU agrees and additionally undertakes that:

- i. will by the date of commencement of the WS Services have the proper operational procedures in place to protect the integrity of the Personal Data;
- ii. it will take reasonable steps to ensure the reliability of those of its employees, agents, sub-contractors or consultants who have access to the Personal Data and shall limit access to Personal Data to only those employees or agents, sub-contractors or consultants strictly necessary to perform the provisions of the WS Agreement who have received proper training and who require access for the purposes described herein;
- iii. prior to disclosing any Personal Data that MVG.LU has access to pursuant to the WS Agreement or any portion thereof to its employees or agents, sub-contractors and consultants, MVG.LU shall issue appropriate instructions requiring them to comply with its obligations herein to receive and treat all Personal Data as confidential and subject to non-disclosure on the same conditions as contained herein;
- iv. it shall take immediate and appropriate action in relation to any of its employees, agents, sub-contractors or consultants who have failed to adhere to or ignored the procedures and restrictions in respect of access to Personal Data that he or she has access to pursuant to the WS Agreement;
- v. it shall without undue delay notify the Operator of any Personal Data breach. To the extent available, such notification shall describe the nature of the Personal Data breach, including the categories and approximate number of individuals concerned and the categories and approximate number of Personal Data records concerned;
- vi. it shall, upon the Operator's request, return all Personal Data to which MVG.LU has access pursuant to the WS Agreement and any copies thereof under its power or control. MVG.LU

shall destroy or dispose of all Personal Data that it has access to pursuant to the WS Agreement only with the Operator's express written consent. However, MVG.LU may define and implement certain default personal data retention limits and controls in order to enable destruction of personal data in its possession within a reasonable time after the purposes for which the data was collected have been fulfilled including compliance with applicable legal retention obligations;

- vii. it will promptly provide such assistance as the Operator may reasonably require in order to deal with any request for subject access;
- viii. it will enter into an appropriate data processing agreement with the Operator as the Operator may reasonably require in respect of the fulfilment by the Parties of their obligations under Data Protection Laws.

10 FORCE MAJEURE

Neither Party shall not be liable for any breach of this WS Agreement caused by act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, compliance with any statutory obligation, industrial disputes of any kind (whether or not involving such Party's employees), fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom such Party is not responsible or any other cause whether similar or dissimilar outside its reasonable control and any such event or circumstance is a force majeure.

The affected Party shall promptly notify the Operator of the estimated extent and duration of its inability to perform or delay in performing its obligations ("Force Majeure Statement"). Upon cessation of the effects of the force majeure, the affected Party shall also promptly notify the other Party of such cessation.

If as a result of a force majeure, the performance by MVG.LU under this WS Agreement is affected, MVG.LU shall perform those of its obligations not affected by a force majeure and deploy in such case its resources in such a way, when taken together with other obligations to its End-Users and third parties, as to avoid undue discrimination against the Operator. In counterpart, the Operator shall be released to the equivalent extent from its obligations to make payment for the services or facilities not performed by MVG.LU because of the above or complying with its obligations in strict relation thereto.

Following a force majeure notification and if the effects of such force majeure continue for:

- a) a continuous period of not more than six (6) months from the date of the Force Majeure Statement (whether or not a Force Majeure Statement of cessation has been given pursuant to Clause 10), any outstanding obligation shall be fulfilled by the affected party as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party;
- b) a continuous period of six (6) months or more from the date of the Force Majeure Statement while no Force Majeure Statement of cessation has not been given pursuant to Clause 10.3, the other Party may terminate this WS Agreement by giving not less than 30-day prior written notice to the affected Party. For the avoidance of doubt, such notice shall be deemed not to have been given if a Force Majeure Statement of cessation is received by the other Party prior to the expiry of the said 30-day notice.

If this WS Agreement is not terminated in accordance with the above provision, any outstanding obligations shall be fulfilled by the affected Party as soon as reasonably possible after the effects of the force majeure have ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

11 LIMITATION OF LIABILITY

MVG.LU has no obligation of any kind to the Operator beyond the obligations to exercise the reasonable skill and care of a competent telecommunications operator in performing its obligations under this WS Agreement.

Neither Party undertakes any liability for the acts or omissions of a third provider of telecommunications services.

Neither Party excludes or restricts its liability for death or personal injury caused by its own negligence or liability.

Neither Party will be liable to the other for any claims, proceedings or actions brought or made against that Party by any of its own End-Users, it being specified that in such case the concerned Party shall keep the other Party free and harmless of any such claims, proceedings or actions.

Neither Party shall be held liable to the other in contract, tort or otherwise, to the fullest extent authorised by Law, for indirect or consequential damage or any other loss of profit whatsoever arising in connection with the implementation of this WS Agreement, howsoever caused.

12 WS AGREEMENT TERM – ORDINARY TERMINATION

This WS Agreement shall enter into force on its signature date. In all cases, this WS Agreement shall continue until terminated pursuant to this WS Agreement.

In the event that any Party ceases to benefit from a full and valid Service Notification, the Party so ceasing shall inform in writing the other Party thereof as soon as it has been informed of such occurrence and in any case at least three (3) months in advance.

Either Party may terminate this WS Agreement at any time subject to a minimum 12-month prior written termination notice.

13 BREACH, SUSPENSION AND EXTRAORDINARY TERMINATION

If either Party is in material breach of (including failure to pay a sum due under this WS Agreement), the other Party may serve a written notice (“Breach Notice”) on such Party (“the defaulting Party”) specifying the breach and requiring it to be remedied within:

- a) 30 calendar days from the date of receipt of such Breach Notice; or
- b) in case of emergency, within such shorter period as the Party not in breach may reasonably specify.

If a Breach Notice is served, the serving Party may, until the breach is remedied, suspend in whole or in part the performance of such of its obligations under this WS Agreement as is reasonable having regards to the circumstances and/or refuse to enter into any new order the defaulting Party may further submit to the serving Party, notably in relation to the WS Services.

If the defaulting Party fails to remedy the breach within the period stated in the breach notice the Party not in breach may terminate this WS Agreement on three-month written notice and immediately suspend in whole or in part the performance of such of its obligations under this WS Agreement as is reasonable having regards to the circumstances and refuse to enter into any new order the defaulting Party may further submit to the serving Party, notably in relation to the WS Services, provided always that if the defaulting Party remedies the breach within such three-month notice period, this WS Agreement shall not terminate as a result of such notice and, subsequently shall resume such suspended performance.

This WS Agreement may be terminated by either Party by written notice forthwith (or on the termination of such other period as such notice may specify) if the other Party:

- a) is unable to pay its debts as they fall due; or
- b) has a receiver or administrative receiver appointed in relation to all or any of its assets;
or
- c) has an order made or a resolution passed for its winding up (other than for the purpose of amalgamation or reconstruction); or
- d) has an administration order made in respect of its business; or
- e) enters into a voluntary arrangement due to Insolvency
- f) has anything which occurs in relation to it which is analogous to any of the foregoing under the law of any jurisdiction; or
- g) ceases to carry on business.

Upon termination of this WS Agreement, each Party shall take such steps and provide such facilities as are necessary for recovery by the other Party of equipment (if any) supplied by that other Party. Each Party shall use reasonable endeavours to recover equipment made available by it.

If thirty (30) calendar days after the termination of this WS Agreement, a Party fails to recover equipment in good condition (fair wear and tear excepted) because of the acts or omissions of the other Party (or a third party appearing to have control of a location where such equipment is situated), the first Party may demand reasonable compensation from the other Party which shall be paid by the other Party within twelve (12) calendar days of the date of the demand.

Termination of this WS Agreement shall not be deemed as a waiver of a breach of any term or condition of this WS Agreement and shall be without prejudice to either Party's rights, liabilities or obligations that have accrued prior to such termination or expiry.

Notwithstanding the termination of this WS Agreement, Clauses 9, 11, 16 and 17 inclusive shall survive and remain in full force and effect for their specific term and in any case for a minimum of a 3-year period after the termination date, whichever may be the termination reason.

A Party's right to terminate or suspend performance of this WS Agreement pursuant to this Clause 13 is without prejudice to any other rights or remedies available to that Party.

14 NOTICES

A notice served by either Party to the other shall be deemed as duly served if:

- a) delivered personally by hand, at the time of actual delivery;
- b) sent by facsimile, upon its receipt being confirmed, at the time of its transmission;
- c) sent by pre-paid first-class post or recorded delivery post, forty-eight (48) hours from the date of its posting.

Should the above-mentioned times occur beyond business hours (meaning 9.00 AM to 5.00 PM Monday to Friday), the concerned delivery shall be deemed to have been done on the first business day in the place of receipt after the day of delivery as specified above.

Except as otherwise specifically provided in this WS Agreement, all notices and other communications relating to this WS Agreement shall be in writing and shall be sent as follows address:

- If to the Operator:

.....

.....

To the attention of,

Telephone:

Fax:

- If to MVG.LU:

Voipgate S.A.

General Management

70 rue des Près

L-7333 Steinsel

To the attention of: Mr Loïc Didelot, Chief Executive Officer

Telephone: 20 200 200

Fax: 20 300 300

If a Party appoints one or several agents for the purposes of this WS Agreement and/or modifies the contact details specified here above or in Appendix 3 attached hereto, it shall notify it together with full contact details to the other Party without undue delay. Upon receipt of such notification, the other Party shall deal with the appointed agent(s) or contact(s) for such

purposes until notification by the concerned Party of any appointment termination or change, as the case may be and as an express exception to the provisions of Clause 18.3 below.

15 RELATIONS WITH END-USERS

15.1 New activation and transfer of services

In case the Operator requests a new activation or a Migration, from MVG.LU to the Operator, of WS Services the Operator shall comply with the requirements set forth in the applicable TRO, BRO and this Clause 15.

In case an End-User requests the transfer, in whole or in part, of telecommunications services (and in particular a Migration) from the Operator, being in such case Donor Operator, the Operator acknowledges that MVG.LU will be under statutory obligation to achieve the required transfer to the Receiving Operator.

The Operator undertakes to handle directly, in compliance with relevant Law, any claim or dispute arising or existing with the said End-User, whichever may be the reasons, without impacting nor involving in any way MVG.LU as transfer agent in relation to the concerned Migration as well as to hold MVG.LU free and harmless of any and all consequences thereof.

15.2 Operator's collaboration

The Operator will take reasonable steps to ensure that its End-Users will provide a suitable place and conditions for MVG.LU's equipment including connection points required by MVG.LU and/or appropriate in relation to electricity network.

15.3 MVG.LU's direct contacts

To the extent set forth in the applicable TRO and BRO, MVG.LU may have to contact directly End-Users. The Operator shall ensure that MVG.LU be provided with up-to-date and accurate contact information of the Operator's End-Users as well as with any additional information that may be reasonably requested by MVG.LU from time to time.

16 GOVERNING LAW AND APPLICABLE JURISDICTION

The interpretation, validity and performance of this WS Agreement as well as any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Luxembourg.

The Parties will make their reasonable efforts to settle amicably any and all claims and disputes arising among them in relation to the execution, implementation, interpretation and/or termination of this WS Agreement. Failing to reach such an amicable settlement, the Parties irrevocably agree that the courts of Luxembourg have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this WS Agreement.

17 DISPUTES

If a Party wishes to invoke the dispute procedure set out in this article it shall notify as soon as reasonably practicable the other Party's liaison contact. The claiming Party shall include with such notice all relevant details including the nature and extent of the dispute.

Following a notification made under Clause 17 above, the Parties shall consult in good faith to try to resolve the Dispute at the working level (level 1) of the consultation. If agreement is not reached at level 1 the Dispute may be escalated to higher management (level 2). If agreement is not reached at level 2 the Dispute may be escalated to the Managing Directors (level 3). If a Party escalates a dispute, it shall record for the benefit of the next level all relevant details including what has already been agreed and what is not agreed concerning the dispute.

The name of each Party's liaison contact and representatives at each level of consultation shall be as specified in Appendix 3 "Contact Details and Escalations". No change to a liaison contact or representative shall be effective until it has been notified in writing to the other Party.

The above procedures are without prejudice to any other rights and remedies that may be available in respect of any breach of any provisions of this WS Agreement

Nothing herein shall prevent a Party from:

- seeking (including obtaining or implementing) interlocutory or other immediate relief;
- referring the Dispute to ILR in accordance with any right (if any) either Party may have to request a determination or other appropriate steps for its resolution.

18 FINAL CLAUSES

18.1 Entire agreement

This WS Agreement contains the whole agreement between the Parties and supersedes all previous understandings, commitments, agreements or representations whatsoever, whether oral or written, in relation to the subject matter of this WS Agreement.

For the avoidance of doubt, no provision of this WS Agreement is intended to prejudice the rights, liabilities and obligations of the Parties created by and under the respective Service Notification(s) of each Party and/or the Law.

18.2 Order of precedence between documents

In case of any inconsistencies between:

- (a) the TRO, BRO and this WS Agreement, the provisions of the TRO and BRO shall prevail;
- (b) the corpus of this WS Agreement and any of its appendices, the provisions of the corpus of the WS Agreement shall prevail;
- (c) two (2) or more appendices of the WS Agreement, the provisions of the appendix ranked with the lower number shall prevail. Therefore, Appendix 1 shall prevail over Appendix 2, etc.

18.3 Variations, amendments

Except as expressly provided in this WS Agreement, no amendment to this WS Agreement shall be effective unless expressly agreed upon in writing and signed by a duly authorised representative of each Party.

18.4 Intellectual Property Rights

Except as expressly provided otherwise in this WS Agreement, Intellectual Property Rights shall remain the property of the Party creating or having created and/or owning the same and nothing in this WS Agreement shall be deemed to confer any assignment or licence of the Intellectual Property Rights of one Party to the other Party.

18.5 Waiver

Neither Party's failure or delay in enforcing in one or several occasions any term or condition of this WS Agreement and/or any of its rights or remedies under this WS Agreement or by law, including partial exercise thereof, shall be construed as a waiver of such rights or remedies. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver and it shall apply only in the circumstances for which it is given, and shall not prevent the Party who has given the waiver from subsequently relying on the provision it has waived.

18.6 Intuitu personae - Assignment

All rights under this WS Agreement are personal to the Parties. Neither Party may assign its rights, benefits and/or obligations hereunder without the other Party's prior express written consent such consent not to be unreasonably withheld or delayed.

Notwithstanding the foregoing, either Party may transfer this WS Agreement to any of its affiliates and shall inform the other Party thereof in writing.

18.7 Independent contractors and agency

Each of the Parties is and shall remain at all times an independent contractor fully responsible for its own acts or defaults (including those of its employees or agents).

Neither Party, including its respective employees, agents and/or representatives:

- a) is authorised nor shall at any time (i) act or attempt to act on behalf of the other Party, whichever may be the case and/or reason thereof and/or (ii) bind or attempt to bind the other Party in any manner whatsoever to any obligations; nor
- b) shall engage in any acts which may lead any person to believe that such Party is an employee, agent or representative of the other Party.

For the avoidance of doubt, notwithstanding the above, the Operator will act on behalf of MVG.LU to the express extent set forth in Clause 15.1 within the strict limits of the executed Proxy.

Nothing in this WS Agreement shall be deemed to constitute a partnership or an agency between the Parties.

18.8 Successors

The rights and obligations of MVG.LU and the Operator under this WS Agreement shall continue for the benefit of, and shall be binding on, their respective successors, personal representatives and assigns.

18.9 Costs and further assurance

Each Party shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this WS Agreement and any other agreement incidental to or referred to in this WS Agreement (including any addendum thereto).

At all appropriate times after the execution of this WS Agreement, the Parties shall, at their own expenses, execute all such documents and do all such acts and formalities as may be reasonably required for the purpose of giving full effect to this WS Agreement.

18.10 Severability

If any provision of this WS Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions thereof shall not be impacted thereby and shall remain in force. In such case, the Parties will make their best efforts to amend the invalid, unenforceable or illegal provision by a valid, enforceable or legal provision having the same goal and effect as the provision it is replacing and in line with the Parties' common intent at the time of signature of this WS Agreement.

Voipgate S.A.

If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

IN WITNESS WHEREOF

the duly authorized representatives of the Parties have executed this WS Agreement in the English language on the date mentioned on the first page hereof, in Luxembourg, and in two (2) original counterparts, one for each Party.

For and on behalf of

For and on behalf of Voipgate S.A.:

Name:

Name: Loïc Didelot

Title:

Title: Chief Executive Officer

Name:

Title:

19 APPENDIX 1

DEFINITIONS

In addition to the definitions given in the applicable TRO, BRO and/or expressly specified in the corpus of the WS Agreement, the following terms shall have the following meanings:

19.1.1 Appendix

means any appendix attached to this WS Agreement, including any subsequent modifications thereto, which form integral part thereof.

19.1.2 Intellectual Property Rights

means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, know-how and other intellectual property rights (whether registered or unregistered) and all applications for the same anywhere in the world.

20 APPENDIX 2

PRICE LIST

The WS Services defined in the TRO and BRO will be invoiced pursuant to the price list of the applicable TRO and BRO.

Quotes for additional services not expressly covered by the TRO and BRO may be provided by MVG.LU after prior commercial review upon Operator's written request.

21 APPENDIX 3

CONTACT DETAILS AND ESCALATIONS

21.1 VOIPGATE

21.1.1 Operational

Voipgate VNO Backoffice

E-Mail: vno@voipgate.com

Tel.: +352 20200786

21.1.1.1 Escalation contacts:

Voipgate NOC

E-Mail: noc@voipgate.com

Tel.: +352 20200763

Marc Storck, CIO

E-Mail: mstorck@voipgate.com

Tel.: +352 20200222

Mobile: +352 691 600403

Loïc Didelot, CEO

ldidelot@voipgate.com

21.1.2 Fault acceptance

Voipgate VNO Backoffice

E-Mail: vno@voipgate.com

Tel.: +352 20200786

Requested fault report information:

- Trunk identification
- SP contact point: full name, phone number
- Type of service affected
- Description of the reported fault

Fault acceptance:

- 24h/24, 7j/7

Fault clearance:

- Fault clearance will be performed during normal working days from Monday - Friday from 8 a.m. to 12 a.m. and from 1 p.m. to 5 p.m.
- Fault clearance outside normal working hours are possible upon explicit request and will be charged pursuant to the Price List.

21.1.3 Billing

Voipgate S.A.
Wholesale Billing
70 rue des Près
L-7333 Steinsel

Tel.: +352 20200200

Fax : +352 20300300

E-Mail: ebilling@voipgate.com

21.1.4 Commercial/legal

Voipgate S.A.
Legal Services
70 rue des Près
L-7333 Steinsel

Tel.: +352 20200200

Fax : +352 20300300

E-Mail: legalservices@voipgate.com

Where issues are escalated to the escalation contact points, the subject of the related message(s) shall expressly and clearly contain the term « ESCALATION » and the ordinary or previous contact points shall have been consulted beforehand by the Operator.

21.2 OPERATOR

Name, address

Phone

E-mail

21.2.1 Operational

21.2.2 Fault acceptance

21.2.3 Billing

21.2.4 Commercial/legal