

Supplementary Conditions of KPN International

For the provision of International
Data and ICT Services

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ARTICLE 01 DEFINITIONS

“Accepted Order” means an Order, that is accepted in writing by KPN, which from the moment of acceptance constitutes a binding contract between the Parties for the delivery by KPN of the Services detailed therein.

“Access” means the data carrier line that provides connectivity from the customer’s site to KPN International Backbone facility.

“CPE” means Customer Premises Equipment. This equipment is hardware installed or stored in a location owned or controlled by Customer for the purpose of connecting to the KPN International Services.

“Customer Equipment” means telecommunications, computer or other ICT equipment owned, installed, operated and/or managed by the Customer and/or Customer representatives related to the KPN International Services provided.

“Customer Housing Space” means physical or virtual space (such as cages, footprints, shelves, (virtual) servers) provided to the Customer in KPN International Datacenter locations.

“Datacenter” means a KPN International owned, rented or operated datacenter and/or colocation facilities.

“General Conditions” means the General Conditions of Delivery of the Koninklijke KPN N.V. All definitions mentioned in these General Conditions will have the same meaning in these Supplementary Conditions.

“KPN International” means a business line of KPN that can act under the trade name KPN International.

“KPN International Service(s)” means a type of service, including but not limited to professional, infrastructural, informational and or telecommunication service(s) provided by KPN as further described in the KPN International Service Description Annexes to the Customer Contract.

“Master Service Agreement” means the agreement for KPN International Service(s) entered into between KPN and Customer that incorporate these Supplementary Conditions.

“Operational Manual” means a document establishing the working agreements and processes between customer and KPN International for the provisioning of KPN International services.

“Order” means an order placed by Customer via a written or electronic order form provided by KPN.

“Service Charge(s)” means payment(s) due to KPN International by Customer for KPN International Service(s) provided to Customer.

“Supplementary Conditions” means these Supplementary Conditions of KPN International.

“Urgent Maintenance” shall refer to efforts by KPN to correct network and/or equipment conditions which are likely to cause or are causing a degradation of the KPN International Service(s) and which require immediate correction.

“Traffic” means telephone calls with the Public Telephone Network via the Voice service connections delivered by KPN International independent of the actual traffic transported.

“Voice Services” means all voice services offered by KPN International, including but not limited to Managed IP Telephony and SIP trunking.

ARTICLE 02 GENERAL PROVISIONS

2.1 These General Conditions apply to all offers and Agreements under which Supplier delivers any goods and/or Services to Customer.

2.2 If conflicts exist between provisions in the Master Service Agreement, Service Description, General Conditions and Supplementary Conditions, the following precedence shall apply:

- a) Master Service Agreement
- b) Service Description
- c) Supplementary Conditions KPN International
- d) General Conditions of Delivery KPN BV and Getronics

2.3 Conditions of purchase or other conditions of Customer and/or third parties shall not apply under any circumstances whatsoever. Supplier's signature or acceptance (tacit or otherwise) of documents of Customer and/or third parties declared subject to such general conditions shall not constitute their acceptance.

2.4 Agreements and changes thereto shall be established:

- a) by signature and on the date of signature by both Parties of an offer submitted by Supplier or some other document;
- b) on the date of receipt of Supplier's written confirmation of its acceptance of Customer's application;
- c) if Customer enables Supplier to start performing the work or deliver the service.

ARTICLE 03 PRICE AND PAYMENT

3.1 All Service Charges are stated and invoiced in Euros, unless otherwise agreed in the Master Service Agreement, in which case KPN International may convert Euros into the currency of invoice at the exchange rate as published by KPN Treasury based on the daily rates of the European Central Bank (ECB).

3.2 Supplier reserves the right to increase the agreed prices and rates once a year subject to notification of Customer at least four weeks in advance. A price increase under this article shall give Customer the right to cancel the Accepted Order without charge in case the applicable KPN International Service does not concern a public electronic communications service and the price increase exceeds 5% a year.

- (a) KPN International is entitled to adjust the Service Charge of KPN International Services provided in a Datacenter with respect to electricity supply. This related to a case of a change in KPN International's costs with respect to the acquisition by KPN International of electrical energy and/or a change of the efficiency of the Datacenter and/or extra investments in renewable energy sources or more efficient equipment for the Datacenter.
- (b) KPN International is entitled to adjust the price rate for Traffic charges. Price rates will be valid 30 days after publication to the Customer.

3.3 Orders, including change orders, will be provided against the Service Charges as valid at the time of submitting the (change) Order by the Customer.

3.4 For Voice Services the Traffic component of Service Charges are billed monthly, following the completion of the month in which the Traffic occurred.

ARTICLE 04 RISK, TITLE AND DUTY OF CARE

4.1 If CPE is required the Customer is responsible for the timely provision and the proper maintenance of a suitable environment for the installation and operation, including, but not limited to, all necessary power, in-house wiring, telecom and other facilities in accordance to equipment manufacturer specifications. Upon request KPN can perform a site survey and offer separately the in-house cabling and required infrastructural adaptations, the additional associated cost will be added to the charges.

4.2 Customer shall keep the CPE or other equipment used in connection with the KPN International Services continuously operational and connected to the Physical Network Equipment, Access Line or Transmission medium. Disconnecting or shutting down such equipment may create network alarms. Customer indemnifies KPN for all costs incurred by KPN specified by Statement of Work due to Customer's non-compliance with this Paragraph.

4.3 CPE owned by KPN International shall be installed, maintained and operated by KPN or one of its affiliates or subcontractors only. In order to provide maintenance service, the CPE (including any of its components) shall not be replaced, disposed of, moved, serviced, altered or re-configured without prior written notification to KPN. In failing to do so all consequences will be for the Customer's account.

4.4 Customer shall ensure installation and maintenance of Customer Equipment in Customer Housing Space is in accordance with the requirements set out the Operational Manual and any other directions given by KPN International to Customer. KPN reserves the right to apply Service Charges, and/or request removal of Customer cabinets and/or Customer Equipment, in order to comply with these requirements.

4.5 Installation of in-house cabling in KPN International Datacenter is in accordance with the procedure set out in the Operational Manual. This procedure is strictly enforced to ensure proper cabling and proper administration is kept.

4.6 Upon termination, of the Master Service Agreement and/or any Accepted Order, the Customer will be requested to disconnect all or any Customer facilities from KPN's network and to return the CPE unit(s) to KPN. To this extend the Customer will receive a written notification containing instructions on how to comply with this. If the Customer does not comply within 30 (calendar) days of receiving this notice KPN is entitled to invoice 50% of the yearly recurring cost of the CPE that was calculated towards the Customer under the (expired) contract. After payment hereof, title of the CPE will transfer to the Customer.

4.7 Customer shall remove all relevant Customer Equipment from the Datacenter within ten (10) days of the date of expiration or termination of the Master Service Agreement and/or any Accepted Order, and shall return the Customer Housing Space to KPN International in the same condition it was in prior to Customer's use thereof.

- a) If Customer does not remove Customer Equipment, KPN International may - at Customer's expense - remove and store the Equipment or return such Equipment to Customer, without liability for any related damages.
- b) KPN International will have the right to retain any Customer Equipment until it has received payment in full of all sums due and or payable by Customer to KPN International. If KPN

International has not received such sums due and/or payable within three (3) months KPN International reserves the right to sell any Customer Equipment, necessary to recoup all sums due and/or payable, at such price as it is able to obtain in the open market.

4.8 When KPN provides Customer an encryption or other similar security device for use with the CPE, Customer shall be responsible for ensuring that its use of such security device is in accordance with any applicable legislation and/or regulation.

ARTICLE 05 COOPERATION BY CUSTOMER

5.1 Customer shall be responsible for the provision of all interconnection facilities, network equipment Customer Equipment, power requirements, in-house cabling and other facilities necessary to connect to and utilize the KPN International Services as made available by KPN from the interface of the specified demarcation point.

5.2 The Customer Equipment used by Customer to connect to the KPN International Services must conform to, and be configured in accordance with:

- (a) the applicable industry standards;
- (b) the specifications of the equipment as provided by the manufacturers of such equipment;
- (c) instructions otherwise communicated by KPN.

5.3 KPN International will not touch, maintain, use, upgrade, repair or operate Customer Equipment unless:

- (a) expressly authorized and instructed and paid by Customer;
- (b) required and possible in an emergency.

5.4 The Customer shall comply with any order by KPN to decrease the power usage of his Customer Equipment to an acceptable value in case the power consumption of the Customer Equipment are such that it is expected to have a noticeable negative impact on the environmental conditions in the Datacenter.

5.5 Customer shall at all times provide supplier access to places, where work must be performed or service(s) must be provided, including but not limited to, way of rights, permissions or other licenses to KPN or its representatives during the provisioning or maintenance of the services. KPN is entitled to invoice Customer for all related costs KPN may occur during the time KPN has to wait for Customer to comply with the above. Where a reasonable request by KPN for access is denied, all consequences thereof shall be deemed to be imputable to and for the risk and account of Customer.

5.6 The Customer is not allowed to place own Customer Equipment at the KPN International Datacenter or any other KPN owned, operated or leased location, unless this is provided pursuant to a KPN International Service.

5.7 KPN International has set out Datacenter house rules in the Operational Manual. The Customer and Customer representatives are required to comply with these rules as all visitors to a Datacenter should adhere to them.

- a) In case of an emergency where it is not possible for Customer to request Datacenter and Customer Housing Space access in accordance with the standard procedure set out in the Operational Manual, an Emergency access is set out in the Operational Manual. Emergency access is only applicable in case of an emergency. It is not permitted to use the Emergency

access in any other circumstance. In case of improper use of emergency access. KPN International reserves the right to postpone emergency access for a particular time period.

5.8. KPN International requires notification of any impending delivery of Customer Equipment on a Datacenter Prior to delivery agreement must be reached in advance using the procedure set out in the Operational Manual for the delivery and storage of any equipment. KPN International reserves the right, in the interests of security, to refuse to accept any unannounced, non-approved or unidentifiable deliveries.

- (a) All costs related to Customer's shipments of equipment to or from the Datacenter shall be at Customer's cost and expense. Packaging of equipment is chargeable at KPN International's applicable hourly tariff.
- (b) KPN International does not accept any responsibility for shipments to the Datacenter. All shipments made or sent by Customer shall be at Customer's own risk.

5.9 KPN International has a permit to work procedure in place for KPN International Datacenter locations. Permit to work systems are reserved for work where the potential risk to people or property is high, and the required precautions are complicated and require written reinforcement. The purpose of the procedure is to ensure common standards are adhered to in minimize risks presented by certain hazardous contract works and ensuring the continuation of services to customers.

- (a) A permit to work is required for, but not limited to, the following activities: lift floor tiles, using electrical tools (e.g. drilling or welding), work that could cause dust or smoke (e.g. vacuum cleaning), working on heights and any other work that could cause interruption to the KPN International and/or Datacenter infrastructure.
- (b) If Customer wants to perform any of the activities mentioned or whenever it can be assumed that a type of activity would fall in this category, a permit to work should be requested. KPN International will evaluate the request within five (5) business days on receipt thereof. A permit to work request can be submitted to the KPN International Service Desk via the KPN International Customer Portal.
- (c) No work as described may be carried out without a permit to work. KPN International reserves the right to refuse any permit to work if the situation requires it in KPN International's opinion. Customer acknowledges that KPN International cannot be held responsible or liable for refusing a permit to work.

5.10 Customer Equipment and Customer Premises Equipment shall at all times be at Customer's risk, unless damage to or destruction of the Equipment is caused by gross negligence or intentional misconduct on the part of KPN International. Therefore, during the term of the Agreement, it shall be Customer's responsibility to insure at its own expense, and keep insured the Equipment, with a reputable insurance company against loss, theft, damage or destruction howsoever arising at an amount not less than the full replacement value of the Equipment, with a reputable insurance company against loss, theft, damage or destruction howsoever arising at an amount not less than the full replacement value of the Equipment.

5.11 KPN is responsible for the correct functioning of the equipment owned by KPN International located in the Customer Premises. This responsibility is limited to the correct working of the equipment as needed for the service agreed upon.

5.14 Aiding with Maintenance – In some cases, it will be necessary for the customer to assist KPN in updating, maintaining, fixing, and patching operating systems.

ARTICLE 06 DELIVERY TIMES AND NON-FULLFILMENT

6.1 Upon Customer request KPN International will check the availability of a particular Service. An Accepted Order will give decisive answer of availability of a particular Service. In case of unavailability, reasonable efforts will be made by KPN International to provide possible alternatives. Any possible effect on delivery times, service levels and charges will be for Customer account only.

ARTICLE 07 TERM AND TERMINATION OF AGREEMENT

7.1 After expiry of the initial term, the KPN International Service will be automatically continued per successive calendar month, unless Customer or Supplier terminates the Accepted Order by giving three months written notice, prior to the expiry of the initial contractual term or renewal period. Terminations will be dealt by individual an Accepted Order and will only apply to the site or service explicitly terminated in writing.

7.2 Changes of Accepted Orders for specific sites that are operational must be ordered using the applicable electronic order system or paper order form. Submission of such an order for a change to an Accepted Order automatically extends the initial contract term for that specific site with a minimum term of 12 months.

7.3 If Customer cancels a service prior to expiry of the contractual term (minimum or otherwise) and Customer received a discount or waiver with respect to any non-recurring charges based on the duration of Customer's term commitment, then Customer shall also pay to KPN International an amount equal to the value of such discount.

7.4 KPN International shall have the right to terminate the KPN International Service provided in a Datacenter subject to a period of notice of sixty (60) days, in case KPN International has received notification from its lesser, landlord or provider with respect to termination or expiration of KPN International's rent or lease of the Datacenter.

7.5 The Customer is responsible for all Service Charges for Traffic generated via the Voice Services offered by KPN, even if the traffic is generated after the term agreed upon.

ARTICLE 08 SUSPENSION

8.1 Customer acknowledges and agrees that any suspension in the provision of the Services and/or access to the Equipment shall not constitute a Service Disruption.

8.2 The suspension shall be lifted after the grounds giving rise to the suspension have ceased to exist. KPN International shall then be entitled to claim, in case the reason for suspension was attributable to customer, and Customer shall pay upon demand, any reasonable any deactivation, activation and/or administrative charges incurred by KPN when lifting the suspension and resuming the provision of the Services

8.3 Any exercise of such right of suspension shall not prejudice KPN International's right to subsequently terminate the Agreement or any other legal remedy available to KPN International.

8.4 KPN International shall be entitled forthwith and without prior written notice to suspend the provision of part or all of the KPN International Service and (where applicable) to disconnect, switch off, block online access to and/or remove Customer Equipment, data or cables from KPN International's network and/or the Datacenter, installations and/or equipment, and suspend Customer's right to access the Datacenter and Customer Equipment if Customer's consumption of electricity for Customer Equipment exceeds the electrical capacity limit (as specified in the Order) and Customer fails to reduce its electricity consumption to a level on or below the electrical capacity limit within three (3) business days after having received notice thereof, until Customer has made the necessary changes to reduce its electricity consumption to a level on or below the electrical capacity limit.

ARTICLE 09 ACCESS

9.1 Access is subject to availability. Availability is determined and constrained by (but not limited to): the roll out schedule of the local provider(s) contracted by KPN, geographical constraints and technical limitations.

9.2 Before entering into a Customer Contract KPN will, to its best endeavours, verify the availability access for locations and/or sites specified by Customer. KPN may reject an Order if (parts of) the Access cannot be provided.

9.3 In case of a deviation of the required specifications upon Access to a particular site, this particular site order will be halted. Supplier and Customer will agree an equivalent alternative, as an amendment to the existing contract. The agreed alternative solution will be agreed on new commercial and technical conditions applicable to that particular alternative solution.

ARTICLE 10 IP ADDRESSES

10.1 KPN supplies IP addresses from the Provider Aggregated series. This means that KPN will loan Customer addresses until the end of the contract of the service that required the KPN provided IP addresses. KPN will take care of registration of the IP addresses with Réseaux IP Européen (RIPE). The requirements of RIPE concerning the issue of IP addresses (and extra addresses) must be satisfied by Customer at all times.

10.2 In case Customer has implemented private IP addresses in its network, direct access with these to the Internet is not allowed. However indirect access with an address translation function is possible (masquerading, Network Address Translation). Implementing address translation however is not a part of the service of KPN.

10.3 With respect to provider independent IP address ranges used by Customer, which are smaller than /24, KPN takes no responsibility for the fact that some internet providers do not include such address ranges in their routing tables, which may make it impossible for Customer to receive data from sites outside the KPN IP network.

10.4 IP address usage is monitored and reported to local RIR . The use of IP addresses must be justified. It is the customer's responsibility to use their assigned IP addresses. Use of non-assigned IP addresses will result in immediate disconnection from the network.

10.5 All IP addresses given out are the property of KPN International and, in the event of termination or cancellation, will revert to KPN International control.

10.6 Ordering of additional IP addresses can be subject to an additional charge.

10.7 If KPN International must obtain a registered Class C IP address for customer usage, a one-time administration charge will be applied, which is non-discountable. Number of Class C addresses supplied will be at the discretion of KPN International. These addresses are the property of KPN International and, in the event of termination or cancellation, will revert to KPN International control. KPN International provided Internet Protocol addresses obtained from the local RIR require Customer provided subnet plans.

ARTICLE 11 ACCEPTABLE USE POLICY (AUP)

11.1 KPN International in no way condones or tolerates any forms of abuse on the KPN International network or the Internet. KPN and its subsidiaries (collectively “KPN”) have formulated this Acceptable Use Policy in order to encourage the responsible use of KPN ‘s networks, systems, services, web sites and products (collectively “KPN ‘s Network and Services”) by our customers and other users (“Users”), and to enable us to provide our users with secure, reliable and productive services. This Acceptable Use Policy is appropriate on all internet based services of KPN and is applicable to all customers.

11.2 KPN’s Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Users may not use KPN’s Network and Services in order to transmit distribute or store material:

- a) In violation of any applicable law or regulation;
- b) In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others;
- c) That is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful;
- d) That contains a virus, worm, Trojan horse, or other harmful component;
- e) Containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements claims or representations; or
- f) Generally, in a manner that may expose KPN or any of its personnel to criminal or civil liability.

11.3 KPN is not responsible for any material created or accessible on or through KPN’s Networks and Services that is not posted by or at the request of KPN. KPN does not monitor nor exercise any editorial control over such material, but reserves the right to do so to the extent permitted by applicable law. KPN is not responsible for the content of any web sites other than KPN’s web sites, including for the content of web sites linked to such KPN’s web sites. Links are provided as Internet navigation tools only.

11.4 Users may not send unsolicited e-mail messages, including, without limitation, bulk commercial advertising or informational announcements (“Spam”) in a way that could be reasonably expected to adversely impact KPN’s Network and Services, including, without limitation, using an e-mail account on KPN’s network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to KPN’s network. In addition, Users may not use KPN’s Network and Services in order to:

- a) Send e-mail messages which are excessive and/ or intended to harass or annoy others;
- b) Continue to send e-mail messages to a recipient who has indicated that he/she does not wish to receive them;
- c) Send e-mail with forged TCP/IP packet header information;
- d) Send malicious e-mail, including, without limitation, “mail bombing”;



- e) Send or receive e-mail messages in a manner that violates the use policies of any other internet service provider; or
- f) Use an e-mail box exclusively as a storage space for data.

11.5 Users may have access through KPN's Network and Services to search engines, subscription web services, chat areas, bulletin boards, web pages, Usenet, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines and agreements. Users who post messages to Usenet newsgroups are responsible for becoming familiar with any written charter or FAQ governing use of such newsgroups and complying therewith. Regardless of such policies, Users may not:

- a) Post the same message, or a series of similar messages, to one or more newsgroups excessive cross-posting or multiple-posting, also known as "Usenet Spam";
- b) Cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official newsgroup moderator;
- c) Post any message with forged packet header information;
- d) Post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

11.6 KPN takes reasonable security measures to protect the proper operation of the KPN International Service against negative outside influences. However, Customer should not rely on such measures for the protection of its own equipment and data.

11.7 When KPN provides access to the Internet to Customer, as part of the KPN International Service, or as an option thereto, Customer shall be aware that such access may provide a permanent route into Customer's equipment and network for online intruders and harmful content such as computer viruses. The protection against such intruders or harmful content is the sole responsibility of Customer and KPN shall not be liable for any damage caused by such intruders or harmful content. Users are prohibited from violating or attempting to violate the security of KPN's Network and Services, including, without limitation, by:

- a) Accessing data not intended for such User or logging into a server or account which such User is not authorized to access;
- b) Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c) Attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing", "crashing" or any other form (but not limited to) of "(Distributed) Denial of Service Attack";
- d) Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; or
- e) Taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability.

KPN will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

11.8 Any User which KPN determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall be notified and treated as described within clause 11 of the General Conditions. KPN shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from KPN's exercise of its rights under these policies. KPN reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion.

ARTICLE 12 FINAL PROVISIONS

12.1 Articles 3.2, 3.3, and 18.5 of the General Conditions will not apply to KPN International Services.

12.2 Customer shall obtain and maintain insurance with a reputable insurance company which - at minimum - covers third party liability and Customer's liability towards KPN International, up to an amount per event of - at least - three (3) times Customer's total annual Service Charges, with a minimum of EURO one million (€ 1,000,000).

12.3 Any provision of the Agreement, which is by its nature is intended to apply after termination or cancellation of any part of the Agreement as well as before, shall survive its termination or cancellation (including without limitation the provisions of Article 8, 14, 15 and 17 of the General Conditions of Delivery.

12.4. Under any Agreement, neither Party shall be entitled to represent the other Party as an agent or otherwise.

12.5 KPN International reserves the right to relocate Customer Housing and/or Datacenters, as well as the right to suspend the KPN International Services in connection with such relocation.

- (a) In case the Customer Housing Space and/or the Datacenter is/are relocated, Customer shall be required to relocate Customer Equipment to the new/alternative Customer Housing Space designated by KPN International.
- (b) In case the relocation of the Customer Equipment is performed by Customer, KPN International shall provide compensation to Customer for any reasonable costs, to be determined by KPN International, incurred by Customer as a result of the relocation, excluding the costs of any new interconnections that Customer may require or the procurement, delivery, and/or installation of any duplicate Customer Equipment required to accomplish the relocation.
- (c) KPN International may - at its sole discretion - decide to relocate the Customer Housing and/or Hosting Equipment for and on behalf of Customer. KPN international shall notify Customer thereof simultaneously with its notification of the intended relocation of the Customer Housing and/or Datacenter; and to the extent practicable, coordinate the relocation of the Housing and/or Hosting Equipment with Customer.

12.6. CCTV security cameras are used at Datacenter locations to monitor and record activities of which:

- (a) Customer shall not be entitled to a copy of or to review the footage of the cameras; and
- (b) KPN International or its partners shall be entitled to release the footage of the cameras to Customer and third parties, including any law enforcement authority, to the extent permitted under the law and the relevant privacy regulations applicable at such time.

12.7 KPN International Service(s) provided in a Datacenter location is not intended as a lease and shall not create a relationship of landlord and tenant between the Parties.

12.8 The Customer is responsible for providing end-user support of KPN International Services unless agreed otherwise.