

**SPECIAL TERMS AND CONDITIONS**

**SIP and Routing of Inward and Outward Traffic – Landline, Cell Phone and International**

**V. 2020-01-01**

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**1. DEFINITIONS**

In addition to the definitions of the General Terms and Conditions, the following terms used in these Special Terms and Conditions shall have the following meanings:

“ARCEP” means the Autorité de Régulation des Communications Electroniques et des Postes [the French regulatory body].

“CAPS” means Call Attempts Per Second, i.e. the number of calls attempted per second.

“Destination” means the LLO to which a call is made.

“Downtime” means a period during which a Major Anomaly occurs in the Service.

“Connection Link” means part of the physical transmission network connecting a piece of equipment owned by the PARTNER (generally an IP router) to a Connection Point. Said transmission is carried out by the COMPANY under this agreement.

“MVNO” means a Mobile Virtual Network Operator.

“LLO” means the local loop operator to which the called party is connected.

“Interpersonal Numbers” are defined in ARCEP Decision 05-1085 as being the following:

-Geographic numbers in the form of 0ZABPQMCDU (where Z is between 1 and 5),

-Non-geographic numbers in the form of 09ABPQMCDU,

-Cell phone numbers in the form of 0ZABPQMCDU (where Z is equal to 6 or 7).

“Emergency Number” means an emergency telephone number for immediately contacting a specialized assistance service.

“Delivery Point” means the physical point of traffic delivery by the PARTNER to the COMPANY, from which the COMPANY provides the national termination service to the PARTNER. The Delivery Point is the point of demarcation between the PARTNER Network and the COMPANY Network, delimiting the COMPANY’s liability with respect to the Service.

“Connection Point” (“CP”) means the interface point on the PARTNER’s or COMPANY’s premises.

“Port” means the technical specifications of the Delivery Point. Ports are characterized by the type of interface used and their speed. Calls may be made up to the maximum capacity of the Ports.

“PARTNER Network” means the telecommunication infrastructure that the PARTNER controls or operates, or owns, including the PARTNER’s equipment.

“COMPANY Network” means the COMPANY’s equipment and any other infrastructure used by the COMPANY (except the LLO infrastructure) to provide the Service.

“Service” means the service provided by the COMPANY to the PARTNER in respect of orders, as defined in these Special Terms and Conditions.

“Sessions” means the resources required in the SERVICE PROVIDER Network, particularly at the service points, so that all calls delivered by the PARTNER to the COMPANY can be routed. The sizing rules between the Sessions and the volume of calls to be routed are governed by these Special Terms and Conditions.

“SIP” means the Session Initiation Protocol. The SIP protocol is used in IP networks.

“Outward Traffic” means the traffic delivered by the PARTNER on the COMPANY Network.

“Inward Traffic” means the traffic delivered by the COMPANY on the PARTNER Network.

**2. DESCRIPTION OF THE SERVICE**

**2.1 Connection**

The PARTNER Network shall be connected to the COMPANY Network, by default via the Internet.

With regard to the type of connection, the COMPANY refuses all liability for the quality of the calls routed in this way.

The direct connection to the COMPANY’s Connection Point is made on the basis of a personalized study.

At a minimum, the PARTNER shall have a connection between its own Connection Point and a Connection Point of the COMPANY. However, the COMPANY recommends that the PARTNER provide a minimum of two connections to ensure Service redundancy.

The Connection Points are chosen by the PARTNER on the basis of the "Connection Point list" indicated in the Order Form as well as the PARTNER's Connection Points.

These Connection Points may be changed by the COMPANY, which shall inform the PARTNER of this change two weeks before the change comes into effect.

The PARTNER is responsible for sizing the Connection Links it needs in order to carry the calls it wishes to deliver to the COMPANY.

If the PARTNER provides its own Connection Links, the PARTNER is responsible for the security mechanisms of its Connection Links.

## **2.2 Routing of Outward Traffic:**

For Outward Traffic, the CAPS limit is increased to 5 for up to 120 SIP Sessions, and the CAPS limit is increased to 10 for more than 120 SIP Sessions, unless otherwise specified in the Order Form.

- 2.2.1 The Service includes the routing of Outward Traffic to Interpersonal Numbers in metropolitan France.
- 2.2.2 The Service includes the routing of Outward Traffic to the Value Added Service Numbers of third parties.
- 2.2.3 The Service includes the routing of Outward Traffic to International or French Overseas Departments and Territories (DOM-TOM) Destinations.

## **2.3 Routing of Inward Traffic:**

- 2.3.1 The CAPS limit for Inward Traffic is specified in the Order Form where applicable and notably if the PARTNER is likely to generate atypical traffic through its activity.
- 2.3.2 The Service includes the routing of Inward Traffic to the PARTNER's Interpersonal Numbers.
- 2.3.3 The Service includes the routing of the Inward Traffic of International or French Overseas Departments and Territories (DOM-TOM) Destinations on the PARTNER's Interpersonal Numbers.

## **2.2 Exclusion:**

The COMPANY does not translate the Emergency Numbers. The PARTNER remains fully responsible for, and guarantees, the translation of the Emergency Numbers.

## **2.3 Service Delivery Point**

The Ports available at the Delivery Point are listed in Schedule A.

As standard, the Delivery Point is the "meet me room" indicated by the COMPANY and located on the COMPANY's sites.

The technical specifications of the Delivery Point shall be defined in each Order Form.

Each of the Parties shall, under its exclusive liability and at its sole expense, connect at the Delivery Point.

Each Party shall be responsible for, and solely liable for the financial consequences of, the installation, operation and maintenance of its network (as well as the related equipment) up to the Delivery Point.

## **3 OBLIGATIONS OF THE PARTIES**

- 3.1 The COMPANY undertakes to provide the Service in accordance with the Agreement.

- 3.2 The PARTNER hereby undertakes to:

- receive the Service and pay the invoices relating to the Service in accordance with the Agreement;
- provide the COMPANY with all information and procedures relating to the PARTNER's activity that are liable to affect the COMPANY's provision of the Service to the PARTNER under the terms hereof;
- inform the COMPANY as soon as possible of any event liable to compromise the execution of an order;
- not send calls at the Delivery Point to destinations other than those covered by an order accepted by the COMPANY.

- 3.3 The COMPANY may not be held liable for any information, data or messages transmitted by the PARTNER and/or any End-user via the Service.

- 3.4 Furthermore, the PARTNER is solely responsible for the use of the Service. In particular, it is responsible for any illegal use of, and the fraudulent or abusive consequences of using, the Service.

The PARTNER declares that it subscribes to the Service in direct relation with its business activity and sells, to its own final partners and under its sole responsibility, its own service. The PARTNER therefore acknowledges that it receives and assumes direct responsibility for any legal action or claim from its own final partners considered as third parties to the orders.

- 3.5 The COMPANY reserves the right to disconnect one or more of its items of equipment from all or part of the PARTNER's equipment that does not comply with the above provisions and/or which, in the COMPANY's opinion, may harm people or property and/or significantly affect the quality of the Service.

- 3.6 In particular, the COMPANY may not be held liable for damages suffered by the PARTNER related to:

- any Service interruption that is outside the control of the Company,
- a Service change requested by the PARTNER,
- force majeure,
- a scheduled intervention,
- the action of a third party,
- the action of the PARTNER (including difficulty in accessing the PARTNER's Sites),

- problems related to the PARTNER's access devices or equipment,
- a failure of the LLO and/or its network,
- a Service interruption following the performance of maintenance work by the LLO,
- Service use by the PARTNER that does not comply with the Contract or the applicable regulations,
- inadequacy of the PARTNER's hardware or software resources,
- any Service incident or interruption caused by an incident/breakdown occurring on networks other than that of the Company, or on the software and equipment of the PARTNER or a third party,
- preventive maintenance or a network extension.

3.7 The Parties undertake to respect, and ensure that any person respects, any legal provisions or any decisions or instructions by the competent authorities that are liable to apply to this Agreement, including the law of July 10, 1991 on the secrecy and neutrality of correspondence issued via telecommunications, and the regulations applicable to the processing of personal data.

3.8 At the time of subscribing to the Service or following the COMPANY's request, the PARTNER shall provide the COMPANY with any information concerning it or relating to the services that it plans to offer to End-users. This information shall be included on the Order Form for this purpose. The PARTNER shall, if applicable, give the COMPANY, when the booking of one or more numbers is requested, a method of access and, if applicable, a password allowing [the COMPANY] to consult the PARTNER's service or the prototype of the PARTNER's service provided by means of the number(s) made available, in order to check that it matches the definition of the PARTNER's service and the contractual obligations undertaken.

3.9 If the PARTNER exceeds the CAPS limits referred to in Articles 2.1 and 2.2, the COMPANY reserves the right to do the following:

- Pass on to the PARTNER the penalties imposed by the forwarding agents relating to the breach;
- Terminate the termination service without notice if the COMPANY's infrastructure is threatened as a result of the breach, without prejudice to any right to compensation that the COMPANY may claim for all damage to its infrastructure and the financial consequences relating to the breach.

3.10 The professionals engaged in cold calling activities, whether directly or via intermediaries, are required to use the bloctel.gouv.fr service to ensure that their commercial prospecting files comply with the list of people opposed to receiving cold calls, in accordance with French law no. 2014-344 of March 17, 2014 and French decree no. 2015-556 of May 19, 2015.

#### **4. SIZING – TRAFFIC FORECAST**

The PARTNER buys capacity by ordering Sessions, whereby this capacity corresponds to the maximum number of simultaneous calls possible at any given time. The Sessions ordered by the PARTNER are identified as "SIP Sessions".

The PARTNER is responsible for sizing the number of Sessions it needs in order to transport the calls that it will deliver to, or receive from, the COMPANY under this agreement.

By default, the PARTNER may have 30 Nominal Sessions. Above this number of Nominal Sessions, the PARTNER may have additional tranches of Nominal Sessions, in tranches of ten, depending on its needs.

If the PARTNER sends a volume of calls greater than the total number of Sessions it holds, the volume is capped and [the excess calls are] rejected at the Connection Points. This capping is applied according to the order in which the calls are received. If a call is capped, the PARTNER shall be solely liable.

However, the COMPANY shall make every reasonable effort to avoid any capping and shall contact the PARTNER to resize [the number of Sessions] where necessary.

The architecture designed for the proper operation of the Service provides for the Sessions ordered by the PARTNER being split over at least two different Service points, except where the PARTNER has opted for a single Connection Link.

If an incident occurs at a Connection Point, the PARTNER is responsible for rerouting its calls for Outward Traffic to another Connection Point not affected by the incident, up to the maximum number of Sessions authorized at this Connection Point. To ensure maximum security for the Service, the COMPANY Connection Points are installed and configured with redundancy for the most sensitive internal components.

The PARTNER shall not inform third parties of the Service point IP addresses that the COMPANY discloses to the PARTNER so that the Service can operate properly.

Where applicable, the PARTNER shall also inform the COMPANY of its needs when it places its order, in accordance with the traffic it foresees and the following categories:

- Inward Traffic related to geographic numbers
- Inward Traffic related to Value Added Services
- Outward traffic

If the PARTNER wishes to change this forecast, it shall inform the COMPANY by email at least three (3) months before its need becomes effective and it shall request an acknowledgment of receipt of this change request from the COMPANY.

The number of simultaneous calls via the initial connection shall be specified in the order. This sizing shall be calculated jointly between the COMPANY and the PARTNER on the basis of the PARTNER's traffic forecast (the "Forecast Traffic"). Changes in this sizing shall be studied jointly according to changes in the PARTNER's traffic.

Whenever the increase exceeds 20% of the Forecast Traffic, the Parties shall meet in order to reach an agreement concerning the operational details of upscaling

the COMPANY Network in order to absorb the excess traffic. The COMPANY shall make every reasonable effort to ensure that said excess traffic is routed, but the PARTNER agrees to release the COMPANY from any liability if any failures occur when the Service is provided in this case.

## 5. PORTABILITY

The PARTNER, which holds the agreement designated by the number(s) it asks to port and/or the representative of a third-party end customer, hereby declares in good faith that it:

- Requests the termination of the agreement(s) designated by the number(s) to be ported per site and the porting of the number(s) used under said agreement(s);
- Chooses the COMPANY's Local Loop Operator to replace its former operator and, as such, is fully aware of the consequences of terminating its previous agreement(s) with its former operator, i.e., breaking the contractual relationship with the latter, and the fact that the COMPANY shall remain solely liable for providing the telephone access(es);
- Has authorized the COMPANY to carry out, in its name and on its behalf, all the necessary formalities with its former Local Loop Operator in order to terminate its telephone access [agreement] with its former operator and to perform all the steps needed for the subscription's implementation of the automatic preliminary selection and resale service, the total unbundling and the porting of the aforementioned numbers and, where applicable, that of all tranches of DID numbers associated with the specified Installation Designation Numbers. It acknowledges that it has been informed that the resale of the subscription, the total unbundling and the porting will result in the telephone subscriptions and broadband services subscribed with its former operator being terminated;
- Has been informed that if the subscription is not ported or resold, it remains the customer of its former operator and so remains liable for all its obligations towards its former operator under the contractual links with it;
- Undertakes to send the COMPANY any requests or complaints concerning the performance of this mandate.

The PARTNER shall be billed €55, excluding taxes, per porting file for any porting request canceled at the PARTNER's request before the effective portability date.

## 6. QUALITY

The COMPANY distributes the calls delivered by the PARTNER to customers connected to the COMPANY's network solely via a Connection Link ordered from the COMPANY, with:

- a network efficiency rate of more than 99.3%, and
- a call efficiency rate of more than 65%.

For technical reasons, the quality of faxes cannot be guaranteed. This type of flow is not taken into account in the service quality commitments.

The COMPANY's service quality commitments do not take into account failures due to resource sizing, which is the responsibility of the PARTNER.

If a communications flow disrupts the quality of its network, the COMPANY reserves the right to implement regulatory measures in order to maintain the quality of the services offered over its entire network. It shall then inform the PARTNER thereof as soon as possible.

## 7. FINANCIAL PROVISIONS

### 7.1 Payment terms

The PARTNER shall bill the COMPANY for the Service at the beginning of the month on a monthly basis for the traffic for the previous month by calculating the traffic recorded and the amount owed. The COMPANY may nevertheless bill any call that was not billed on the billing date above on the following bills.

As an agreement on proof, the Parties agree that billing shall be based on the Call Detail Records (CDR) from the COMPANY's billing system that shall be binding between the Parties until there is proof of fraud or a patent error of the COMPANY's system.

The Parties agree that the CDRs may only be used by the PARTNER for cross-checking the bills issued by the COMPANY and/or, where applicable, to prepare the PARTNER's bills to its own customers.

### 7.2 Price

The PARTNER shall pay the COMPANY the fixed costs appearing in the price schedule set out in the Order Form.

The amounts owed to the COMPANY for the provision of the Service shall be calculated in accordance with the price schedules attached to the order.

Furthermore, the COMPANY reserves the right to change, at any time, the national service termination prices relative to the price schedules attached to each order. The new prices shall apply to orders in progress and to future orders thirty (30) days after said changes are sent to the PARTNER by email. However, in the event of a price reduction, the Parties may, by mutual agreement, expressly agree in writing to an effective date prior to the aforementioned thirty (30) day time limit.

If the PARTNER does not accept said price change, it shall inform the COMPANY of its reasoned refusal by registered letter with acknowledgment of receipt within the thirty (30) day period provided for in the previous paragraph, failing which the PARTNER shall be deemed to have accepted the price changes that shall therefore become immediately applicable when the aforementioned period expires.

If the PARTNER has informed [the COMPANY of] its refusal within the aforementioned thirty (30) day period, the PARTNER shall be entitled to terminate the current orders in question by registered letter with acknowledgment of receipt within fifteen (15) days of informing the COMPANY of said refusal, failing which the PARTNER shall be deemed

to have finally accepted the price changes which shall become immediately applicable.

The provisions in the previous paragraph shall not apply if the Parties have concluded an agreement on the new prices within the aforementioned fifteen (15) day period.

The amounts owed to the COMPANY for the provision of the cell phone termination service in France shall be calculated in accordance with the current price schedule. The first price schedule is attached to the order.

The COMPANY reserves the right to change, at any time, its prices for the cell phone termination service in France relative to the latest price schedule in force during the term of the Agreement.

The new prices shall be applicable, and applied by the COMPANY to the order, seven (7) days after sending said changes to the PARTNER by email. However, in the event of a price reduction, the Parties may, by mutual agreement, expressly agree in writing to an effective date prior to the aforementioned seven (7) day time limit.

The COMPANY shall quote for any non-standard porting request.

### 7.3 Special Provisions Relating to Outward Traffic to International Destinations

The COMPANY reserves the right to change the destinations, country codes and prices of the Service at any time during the term of the Agreement.

The COMPANY shall make every effort to send the new prices by email. However, the PARTNER undertakes to request the prices by email at least once a month. Failing this, the new prices shall apply to current orders and future orders as soon as they are applied by the COMPANY.

The new prices shall apply to current orders and future orders seven (7) calendar days after said changes are sent to the PARTNER by email. The PARTNER undertakes to acknowledge receipt thereof by email no later than two (2) working days after it is notified of the new prices. If the PARTNER does not confirm receipt within the aforementioned period, the acknowledgment of the sending of the email to duly inform the COMPANY shall prevail.

## 8. SUSPENSION: SPECIAL LAN-TO-LAN TERMS

The COMPANY may suspend or automatically terminate all or part of the Services without prior notice in the event of (i) proven fraud by the PARTNER and/or (ii) patent unfairness detected by the COMPANY and if it is urgent to stop the relevant actions and/or (iii) where an advertisement of any kind whatsoever makes it clear that the PARTNER's Service is prohibited.

The COMPANY may at all times refer the matter to the interim judge to secure an immediate suspension decision. In this case, prior notice shall not apply.

The suspension and/or termination of all or part of the Services pursuant to this article shall not entitle the Client to any compensation.

In the event of suspension and/or termination pursuant to the above terms, the Client shall owe all the fees and compensation stipulated in article 13 hereof. A penalty of

ten thousand euros (€10,000) shall also be owed by the PARTNER to the COMPANY without prejudice to the latter's right to claim compensation from the Client for all the harm suffered by it.

## SCHEDULE A CONNECTION POINTS

Paris:

- Telehouse 2 (Voltaire): 137 Boulevard Voltaire, 75011 Paris
- Equinix PA7: Energy Park / Batiment 9, 130-136 Boulevard de Verdun, 92400 Courbevoie