



General Terms and Conditions for the supply of Carrier Services

Under these General Terms and Conditions, and any service order or annex, the Parties shall purchase and/or supply one or more Carrier Services from and/or to one another on a non-exclusive basis.

These General Terms and Conditions define the principles governing the rights and obligations between the Parties. The annexes, if any, contain the specific terms related to the provisioning of the Carrier Services.

In the event of interpretation problems or conflicts between the General Terms and Conditions and a service order or annex, the service order or annex shall be interpreted in light of the General Terms and Conditions, unless specific conditions explicitly derogate to the General Terms and Conditions.

The General Terms and Conditions, and any agreed annex, order form or appendix, constitute the entire agreement between the Parties (hereafter referred to as "the Agreement").

The Agreement shall prevail over all prior agreements, proposals, negotiations, representations or communications relating to the subject matter between the Parties. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated.

ARTICLE 1 Glossary

Affiliate: any entity directly or indirectly controlling, controlled by, or under common control with a Party where an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

Carrier Service: the telecommunication service described in an annex, service order or appendix.

Network: the transmission equipment and other resources to convey signals between points by wire, radio waves, by optical or other electromagnetic means.

Operational Date: per Carrier Service supplied, moment as from which both Parties have completed all provisioning tests successfully and have confirmed completion of these tests in writing.

Service Plan: an annex to the General Terms and Conditions describing the Carrier Service(s) offered by one Party to the other Party, as applicable.

ARTICLE 2 Scope of the Agreement

The Parties shall supply the Carrier Services to each other in accordance with the provisions of these General Terms and Conditions and any annex thereto, whether Service Plan or service order.

ARTICLE 3 Term, Renewal and Termination

3.1 Term and renewal modalities

The Agreement shall enter into force on the date of signature of the Service Plan or service order and shall have an initial term of 12 months. At the expiry of the initial term, the Agreement shall automatically extend for an indefinite duration. Once the Agreement is extended for an indefinite duration, either Party can terminate the Agreement at any time upon giving a 3 months notice period.



3.2 Termination modalities

3.2.1. This Agreement, a Service Plan or a service order may be terminated with immediate effect by either Party upon any or all of the following events occurring:

a. If the other Party has failed in the performance of any material contractual obligation of this Agreement, provided that the non-defaulting Party shall not be entitled to terminate unless and until it has given written notice of the relevant breach to the breaching Party and the breaching Party shall have failed to remedy the breach within thirty (30) calendar days of receipt of such notice; or

b. If the other Party is the subject of a bankruptcy order, or is placed in an insolvency proceeding or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the other party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party).

3.2.2. In case of termination of this Agreement by one of the Parties during the Initial Term, this Party will be requested to pay the recurring charges due for the remaining period, together with all costs made by the other Party in order to implement the Carrier Service.

3.2.3 The termination of the Agreement pursuant to article 3.2.1. will automatically result in the termination of all Service Plans or service orders according their respective termination notices.

3.2.4 The termination of a Service Plan or service order does not affect the validity of the Agreement.

3.2.5 The termination of the present Agreement shall not prejudice or affect a right of action or remedy which shall have accrued or shall accrue subsequently under this Agreement to either Party.

3.2.6 After the termination of the Agreement or of a Service Plan or service order, for whatsoever reason, the confidentiality provisions of Article 9 remains in full force and effect during 3 years as from such termination.

ARTICLE 4 Financial Terms

4.1 Prices

4.1.1 Prices shall be expressed in the currency specified in the service order.

4.1.2 The prices for the Carrier Services are mentioned in the Service Plans or service order.

4.1.3 A Party may alter the price for the Carrier Service it supplies on a monthly basis unless specified otherwise in the respective Service Plan. The altered price supersedes the previous price. Pricelists have to be exclusively sent to BICS to the following e-mail address: carrier.pricelist@bics.com.

4.1.4 The prices exclude VAT or any other applicable tax. If a Party applies any tax on a Carrier Service, it should notify the other Party thereof at the latest at the execution of a Product Plan or at the entry into force of the tax. The Party refusing any tax must notify the other Party in advance and motivate its refusal in detail. Such objecting Party shall have the right to protest, by appropriate proceedings, the imposition or assessment of any such taxes and shall be responsible for such payments that are ultimately required and shall indemnify and hold the other Party harmless from any expense, legal action, or cost resulting from the exercise of its rights pursuant to this article. If the tax could be reduced or refunded by introduction of any tax document and intervention/collaboration of the other Party, the later will do the necessary requirement to reduce or obtain the refunding of the tax.

4.2 Invoices and payments terms

4.2.1. Any invoice exchanged between the Parties must refer to Carrier Services supplied during one calendar month and has to be communicated to the other Party within the month following the month to which it refers.

If a Party is unable to send its invoice within the month following the month to which it refers, it must notify the other Party in writing before the end of this period, and such invoice has to be communicated to the other Party no later than six (6) months after the end of the month to which the invoice refers. After this six (6) month period, the Party agree to irrevocably waive its rights to claim the payment of such invoice.

Any corrective invoice in relation with an invoice communicated in due time has to be communicated to the other Party no later than six (6) months after the end of the month to which the invoice communicated in due time refers. After this six (6) months period, the Parties agree to



irrevocably waive its rights to claim the payment of such invoice.

Parties will provide electronic invoices signed with a digital certificate. These electronic invoices will be considered as valid documents. Soft copies of invoices addressed to BICS have to be sent to bics.billing@bics.com at the latest one (1) calendar day after the invoice date. All invoices which are not addressed to the correct entity will be refused and will not be paid on due date. The invoices are due and payable within thirty (30) calendar days as from the date of receipt of the invoice. Payment will be made by wire transfer, payment costs are borne by the debtor Party. If payment of undisputed amounts is not received twenty (20) 20 calendar days after the due date, the invoicing Party is entitled to one and a half (1,5) percent per month on the unpaid balance for late payment interests, administrative and recovery costs. Any invoice addressed to BICS has to indicate the VAT number VAT BE 0866.977.981 of BICS such as the references to the application for VAT purposes, of the art 21 par 2 of the Belgian VAT Code in view to apply the reverse charge mechanism for VAT. In addition, any invoice addressed to BICS has to indicate the invoice currency and the payment currency. The applicable time zone shall be Central European Time (CET): Standard Time UTC+1, Daylight Savings Time UTC+2.

4.2.2. If both Parties supply Carrier Services, the Parties agree to compensate the payments of due and undisputed amounts relating to the Carrier Services exchanged. The debtor Party will thus pay to the creditor Party the difference between the invoices. The compensation proposal will be sent by one of the Parties.

4.2.3. This compensation principle does not release any Party to pay within thirty (30) calendar days following the date of receipt of the invoice. If a Party fails to send its invoice within the term as described in article 4.2.1, such Party will pay the entire invoice sent by the other Party before the due date of that invoice.

4.2.4. Parties hereby moreover agree to the principle of netting all undisputed overdue invoices issued under this agreement with all undisputed overdue invoices issued under any other carrier services agreement executed between the Parties

4.2.5. If payment is not received by the invoicing Party within ten (10) days of due date, the invoicing Party may temporarily suspend Carrier Service(s) to the defaulting Party until such time as payment is received in full. Prior to suspension of the Carrier Service the invoicing

Party will provide written notice to the defaulting Party.

4.2.6. Each Party shall be exclusively responsible for and pay all expenses associated with all billing, collection, and provision of customer service activities in connection with calls originated by its customers. No payments due hereunder are contingent on payment due to either Party from its own customers. Neither Party shall be obliged to establish a credit note for the supply of a Carrier Service for which the other Party could not collect the corresponding amount with its end user (e.g. in the event of insolvency or fraud) regardless of whether or not the fraudulent usage or unauthorized calling was reported by a Party to the other Party.

4.2.7. The Parties agree that the invoices will be exchanged only between the Parties to the Agreement, unless agreed otherwise in writing between the Parties.

4.2.8. Neither Party will accept collection of amounts by a third party in name of the other Party, unless agreed otherwise in writing between the Parties.

4.2.9. Currency

a. Tariff, invoice and payment currency should be in the currency as defined in paragraph 4.1.1.

b. In case there are multiple currencies in the tariff agreements and the compensation principle is agreed, a compensation proposal per currency needs to be created. As a consequence, the net amounts per currency need to be paid in the respective currencies. No conversion of net amounts is accepted for payment purposes.

4.3 Billing disputes

If any Party disagrees with an invoice received from the other Party, it must notify in writing the other Party thereof before the due date of such invoice. After the due date, the Parties agree to irrevocably waive their rights to dispute the invoice. All invoices and protests must at least explicitly mention the following dispute details the invoice number, the invoice date, the invoice period, the concerned disputed amount, the period, the Carrier Service supplied, the destinations, the telecommunications route (if applicable), the object and arguments of protest (if applicable). All disputes must be sent to BICS at disputes@bics.com.

In the event of an invoice dispute which cannot be settled amicably before that invoice's due date, the debtor Party must in any event settle before the due date all amounts which are not in dispute



The Parties agree that no dispute shall be raised if the amount in dispute is less than one percent (1%) of the corresponding invoice's total amount and less than a thousand euros (1000€) (both thresholds should apply).

When a dispute is settled, a credit note has to be provided within thirty (30) calendar days. If the credit note is not received within this timeframe, late payment interests will be charged on the disputed amount.

ARTICLE 5 Payment Securities

Payment securities requested by a Party or granted by a Party shall be as set out in an annex to these General Terms and Conditions.

ARTICLE 6 Warranty

6.1 The Carrier Services are to be provided to the best ability of the Party-supplier concerned and in accordance with "state of the art" techniques, without warranties as to the intended result to be achieved, unless the Parties agree otherwise in a service level contract.

6.2 The warranty is excluded for defects or service interruptions of the Carrier Services if a Party does not follow the other Party's instructions.

ARTICLE 7 Liability

7.1 Except as otherwise further limited herein, each Party's liability under this Agreement shall be limited to compensation of actual, direct, personal, and foreseeable damage or loss suffered by the other Party (including damage or loss caused by the employee(s) and/or the contractor(s)), and shall not include indirect, consequential, special or punitive damages including but not limited to loss of profits or income, additional expenses loss of customers, loss of or damage to data or loss of contracts, loss of time or loss of business.

7.2 BICS shall not be held liable for the content of information that is transferred or stored by the other Party or any third party using the BICS' Network, Systems and/or Carrier Services.

BICS shall not be liable for the content of calls or messages. BICS is likewise not liable for services provided by third parties and accessible via either Party's network or for bills issued for such services

7.3 Each Party's liability shall be limited to EURO 500,000.00 for the total amount of damages occurring in the course of a single year.

7.4 Nothing in this Agreement shall operate to limit or exclude either Party's liability for damages arising from its own fraudulent or negligent acts or omissions, for bodily injury it causes to the other Party's representatives or for any other liability that cannot be excluded or limited by law.

ARTICLE 8 Force majeure

Neither of the Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fibre or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply, acts or orders of government, statutory or public agencies or other acts of events that are outside the reasonable control of the concerned party.

ARTICLE 9 Confidentiality

9.1 This Agreement is made in strict confidence between the Parties. Neither Party will disclose whole/or a part of this Agreement – even to its Affiliates - without the prior written consent of the other Party.

9.2 After termination of this Agreement for whatsoever reason, the obligations of confidentiality provided under this Agreement will remain in full force and effect during 3 (three) years as from such termination.

9.3 If the receiving Party is required by law or by the order of a competent jurisdiction or a public authority to disclose (in part or in full) any confidential information (the "Confidential Information"), that Party shall immediately notify the disclosing Party thereof in writing, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information

ARTICLE 10 Transfer, Assignment and Subcontracting

10.1 Neither Party may assign or transfer all or any part of its rights, benefits or obligations under



the Agreement without the prior written consent of the other Party. BICS may however, by giving prior written notice, assign or transfer all or any part of its rights, benefits or obligations under the Agreement, a Service Plan or a service order whenever this is necessary to be able to provide the Carrier Services as agreed upon, for a technical reason or otherwise.

10.2 The Parties can subcontract the performance of Carrier Services to third parties. However, the Party remains liable for its obligations and for the subcontracted work.

ARTICLE 11 Fraud

It is the Parties' mutual interest to prevent and eliminate any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective Network or Carrier Service. The Parties may therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and, in such case, will jointly discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage. No Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by laws and regulations of its own country applicable to telecommunications services and/or data privacy. Each Party will strictly comply with the laws and regulations regarding telecommunications services and data privacy applicable in its respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this Agreement may be required under such laws and regulations by the other Party.

ARTICLE 12 Publicity

The other Party agrees to collaborate to the development of a joint press release (comparable to <https://www.bics.com/media-room/news>) to be published within one month following the signature of any Service Plan, or of any other marketing material (such as success stories) referring to the name of the other Party and the existence of a commercial relationship between the Parties.

ARTICLE 13 Intellectual Property

13.1 The Parties commit not to compromise in any manner each other's registered trademarks and/or service marks.

13.2 The respective copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") owned by either Party or developed by either Party related to the Carrier Services referred to herein shall vest in that party. Unless specifically mentioned otherwise in this article 13, no title to any

Rights owned by each Party are or will be transferred to the other Party.

13.3 If so indicated in the Annexes, BICS grants the other Party for the full term of the Agreement a non-exclusive, non-transferable, revocable right to use the Software as described in the Annexes. Unless otherwise indicated in the Annexes, the license granted in this article 13.3 does not include the right to: (i) sublicense or transfer the Software to another party by means of sale, lease, loan, rent, license or otherwise; (ii) receive the source code of the Software; (iii) alter, modify or adapt the Software, including (but not limited to) translating, reverse engineering, decompiling, disassembling, creating derivative works, or taking any other steps intended to produce source code out of the Software. The other Party shall also comply with all other limitations set out in the Annexes which may apply to the license described in this article 13.3.

ARTICLE 14 Data Protection

In the performance of their obligations under this Agreement, each Party shall be either the "data controller" or the "data processor" as provided in the Belgian Law of 8 December 1992 on privacy protection in relation to the processing of personal data and all other Belgian legislation on the subject ("Data Protection Act").

Accordingly, the data processor shall only process personal data (i) in accordance with the instructions received from the data controller, which may be specific instructions or instructions of a general nature as set forth in this Agreement; (ii) to the extent, and in such manner, as is necessary for the execution of its obligations hereunder, or as is required by law or any regulatory body.

Each Party shall comply with its respective obligations under the Data Protection Act and shall not undertake any action that would cause the other Party to breach any of its obligations under the Data Protection Act.

Both Parties shall treat the personal data as strictly confidential in accordance with the terms of Article 9. The Parties shall restrict disclosure of or access to personal data to its representatives who require such data to perform the tasks allotted to them in the performance of the Parties' obligations under this Agreement.

Both Parties shall take suitable and state of the art technical and organisational measures to protect the personal data from any form of unlawful or unauthorised processing. In particular, without limitation, the Parties shall protect the personal data against destruction, whether inadvertent or deliberate, loss, alteration, unauthorised disclosure



or access and against any form of unlawful processing.

Both Parties acknowledge that the obligations of this article are essential and that any violation thereof would seriously harm them. Each Party shall have sole liability for all damages resulting from a failure on its part to comply with the provisions of this article. Should any person to whom personal data relates lodge a claim for compensation against one of the Parties, the other Party shall assist and intervene in the first Party's defence upon the first Party's request and shall indemnify the first Party from and against all costs and damages, to the extent that the claim is caused by a failure on its part to comply with the provisions of this article.

Immediately after the detection of personal data breaches, in the framework of Carrier Services provided by one Party to the other, the first Party shall inform the other Party about the breach, as provided for in the EU Regulation No 611/2013 of 24 June 2013. To this end, the other Party will send BICS' Computer Security Incident Response Team an e-mail to the following address: security@bics.com. In this mail, at least the following information shall be mentioned: summary and circumstances of the incident, content of the personal data concerned, number of individuals concerned, likely consequences, measures taken, time of the incident and of the detection of the incident. The Party supplying the Carrier Service in question shall immediately reply to all additional questions addressed by the other Party regarding the incident.

ARTICLE 15 Notices

15.1 To be valid, all notices or any other communication under the Agreement, including notices relating to change of details of the Parties (address, account number,...), must be given in writing (letter or fax) and sent to the registered office of the receiving Party.

15.2 A Party cannot deny the receipt of a notice or any other communication when it is exchanged in accordance with this article. Any other notice or communication is presumed not given and not existing.

ARTICLE 16 General Provisions

16.1 Unless explicitly stated otherwise in this Agreement, the failure of any Party to exercise any right or remedy under this Agreement shall not constitute a waiver of such right or remedy, and the waiver of any violation or breach of the Agreement by a Party shall not constitute a waiver of any prior or subsequent violation or breach.

16.2 The Parties to the Agreement are independent contractors. Neither the performance by the Parties of their duties and obligations under this Agreement nor anything herein shall create or imply an agency relationship between the Parties, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

16.3 Notwithstanding any waiver by a Party of its right to request a bank guarantee, such Party shall have the right to request such a bank guarantee in the event of a request for consent to an assignment or transfer of the obligations or rights of the other Party pursuant to the article 10 of this Agreement or in the event of a proposed or consummated transfer of control over the other Party.

16.4 If any provision of this Agreement is determined by a court or other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement.

16.5 The signing persons are duly authorised by legal and corporate rules to represent and engage their respective Party and declare to act within the authority delegated to them. Any Party to the Agreement may require proof of the powers delegated to the person representing and engaging the other Party.

16.6 Notwithstanding the right of a Party to modify unilaterally prices under this Agreement as provided in the relevant Product Plan, any modification to this Agreement must be mutually agreed upon in writing.

16.7 Each Party hereby undertakes that, at the date of the entering into force of this Agreement there are no regulatory constraints to contract the Carrier Services, nor any embargo's adverse to contracting the Carrier Services with the other Party. Each Party further agrees that it will inform the other Party in the event a regulatory or legal constraint would raise.

ARTICLE 17 Disputes

The Agreement and the relationship of the Parties in connection with the subject matter of the Agreement shall be governed by and determined in conformity with Belgian law. Any dispute shall be brought before Brussels courts.

ARTICLE 18 Anti-Corruption

18.1. Each Party hereby undertakes that, at the date of the entering into force of this Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage



of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

18.2. The Parties agree that, at all times in connection with and throughout the course of the Agreement and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with the following provisions:

18.2.1. Parties will prohibit the following practices at all times and in any form, in relation with a public official at the international, national or local level, a political party, party official or candidate to political office, and a director, officer or employee of a Party, whether these practices are engaged in directly or indirectly, including through third parties:

- a) Bribery is the offering, promising, giving, authorizing or accepting of any undue pecuniary or other advantage to, by or for any of the persons listed above or for anyone else in order to obtain or retain a business or other improper advantage, e.g. in connection with public or private procurement contract awards, regulatory permits, taxation, customs, judicial and legislative proceedings.

Bribery often includes:

- (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting Party, their close relatives, friends or business partners or
 - (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the other contracting Party, their relatives, friends or business partners.
- b) Extortion or Solicitation is the demanding of a bribe, whether or not coupled with a threat if the demand is refused. Each Party will oppose any attempt of Extortion or Solicitation and is encouraged to report such attempts through available formal or informal reporting mechanisms, unless such reporting is deemed to be counter-productive under the circumstances.
 - c) Trading in Influence is the offering or Solicitation of an undue advantage in order to exert an improper, real, or supposed influence with a view of obtaining from a public official an undue advantage for the

original instigator of the act or for any other person.

- d) Laundering the proceeds of the Corrupt Practices mentioned above is the concealing or disguising the illicit origin, source, location, disposition, movement or ownership of property, knowing that such property is the proceeds of crime.

“Corruption” or “Corrupt Practice(s)”, as used in this ICC Anti-corruption Clause, shall include Bribery, Extortion or Solicitation, Trading in Influence and Laundering the proceeds of these practices.

18.2.2. With respect to third parties, subject to the control or determining influence of a Party, including but not limited to agents, business development consultants, sales representatives, customs agents, general consultants, resellers, subcontractors, franchisees, lawyers, accountants or similar intermediaries, acting on the Party’s behalf in connection with marketing or sales, the negotiation of contracts, the obtaining of licenses, permits or other authorizations, or any actions that benefit the Party or as subcontractors in the supply chain, Parties should instruct them neither to engage nor to tolerate that they engage in any act of corruption; not use them as a conduit for any corrupt practice; hire them only to the extent appropriate for the regular conduct of the Party’s business; and not pay them more than an appropriate remuneration for their legitimate services.

18.3. If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party’s accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of Paragraphs 18.1 and 18.2 above, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend or terminate the Agreement, it being understood that all amounts contractually due at



the time of suspension or termination of the Agreement will remain payable, as far as permitted by applicable law.

18.4. Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Agreement, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-corruption Clause.

ARTICLE 19 Security requirements

The Parties shall ensure that the Carrier Services will comply with the security requirements as defined in this article and in the Annexes, if applicable, and with the provisions of their respective applicable laws and regulations.

Each Party shall ensure that the information disclosed under this Agreement will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of the article 9 of this Agreement.

Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Carrier Services at any time during the term of this Agreement. Each Party shall advise the other Party in case of security related flaws.

The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Carrier Services.

Parties shall collaborate in order to eliminate any kind of security incident.

Each Party shall implement the necessary business continuity measures and, if required, the recovery and testing plans associated to the Carrier Services.