

1. Definitions

Subscription form: means formalisation of Client's Subscription to the SFR Business Team Services, also known as the « Order form » or « Subscription form ».

Client: means a legal entity that subscribes to one or more SFR Business Team Contracts to use Services of the SFR Business Team range, for its own requirements, related directly with its business activity, also known as the « Holder » or « Subscription holder ».

Electronic communications: means communications made electronically, formerly known as « telecommunications ».

Invoicing account: means a single invoicing address and means of payment, corresponding to a Client's Site, for one or more subscribed Services, also known as the « Invoicing point ».

SFR Business Team Contract or Contract: means the contract concluded between the Client and SFR for the purposes of Subscription to SFR Business Team Services, formed from the following contractual terms and conditions:

- These General Terms & Conditions,
- Special and/or Specific Terms & Conditions applicable to SFR Business Team Services,
- Associated Rates Terms & Conditions,
- Description of Services established and updated by SFR, contained either in the Special Terms & Conditions, or in the SFR Business Team price catalogue known as the « Rates Catalogue » or descriptive sheets of SFR Business Team offers known as « Offer sheet ».
- Subscription Form.

When a Contract is concluded in the context of a government procurement contract, whose terms require it, the technical and financial proposal (or memo) established by SFR shall be submitted to the Client, if said proposal is provided in virtue of the Subscription to a SFR Business Team Service.

SFR Equipment: means all IT, Electronic communications and software or all other equipment supplied by SFR in the context of the provision of its Services, also known as « Equipment Terminal ».

Client Equipment: means all IT, Electronic communications and software equipment as well as all other prerequisite equipment, existing or added, owned on any basis by the Client, to the exclusion of the SFR Equipment. The Client shall be solely and entirely responsible for the Client Equipment.

Manager: means the Client's representative duly capacitated by the latter, acting in its name and on its behalf, in charge of administration and supervision of Contract performance, as well as Subscription to the Services, hereinafter also known as « Extranet administrator » or « Technical representative ». In accordance with the terms and conditions proposed by SFR, said assignment may be delegated to Sub-managers.

Sub-manager: means the Client's representative duly capacitated by it, delegated by the Manager, responsible for all or part of the administration and supervision of Contract performance, as well as the Subscription to the Services in the name and on behalf of the Client.

Commencement of Service: means the starting point for the provision of each Service, as defined by SFR in the context of the Contract.

Party(ies): means SFR and/or the Client.

SFR network: means networks, and other Electronic communications infrastructures, landline and/or mobile, also known as « SFR Network », « Network » or « SFR Electronic communications means ».

SFR Business Team Service(s) or Service(s): means landline or mobile Electronics communications services in the SFR Business Team range, which can be subscribed by the Client from SFR, in virtue of one or more Contracts.

Site(s): means a Client's establishment corresponding to a single geographical address.

Subscription: means acceptance by the Client of the SFR Business Team Contract, in virtue of signature of a Subscription Form or all other means proposed by SFR (in particular via Internet, telephone, etc.).

Terminal: means a landline or mobile telephone or all other compatible Electronic communications terminals, approved by SFR, enabling the reception of SFR Business Team Services. Depending on the subscribed Services, Terminals may be provided by SFR in the context of the provision of Services or may be acquired by the Client in accordance with certain conditions approved by SFR.

User: means a physical person, employee or agent of the Client that does not hold a SFR Business Team contract, but nonetheless benefits from the use of the Service subscribed by the Client.

2. Purpose

2.1 The purpose of these general terms and conditions (hereinafter « General Terms & Conditions ») is to define the terms and conditions governing the Subscription to and provision of the SFR Business Team Services. The Client shall subscribe to one or more main Services (known as the « Main Service ») to which the Client can add ancillary Services, meaning, according to the Subscription terms and conditions proposed by SFR, complementary Services or Optional Services or Options (hereinafter collectively known as « Complementary Services »), free or in exchange for payment, which are either automatically accessible, or accessible on demand.

2.2 These General Terms and Conditions apply to all Subscriptions to Services, on the understanding that in the event of new Subscriptions to Services, the version of the General Terms & Conditions valid on the date of said new Subscription shall automatically apply to all of the Client's SFR Business Team Contracts.

3. Subscription terms & conditions

3.1 On Subscription to Services, the Client acknowledges that it is fully acquainted with and accepts without reservation the terms and conditions of the SFR Business Team Contract and hereby declares that the subscribed Services meet its requirements. Each SFR Business Team Contract shall replace all prior agreements, verbal or written, between the Parties relative to the same object and constitute the entire agreement between the Parties with respect to the Services that it concerns.

3.2 In the context of Subscription to Services, the Client undertakes to provide any exhibits and evidence requested by SFR. The SFR Business Team Contract shall only be valid and shall only take effect once SFR has confirmed its acceptance of the Contract to the Client in writing or by default on commencement of the performance of the subscribed Service. The Client may be refused a SFR Business Team Contract and/or Subscription to certain Services, for legitimate reasons, in particular when the Subscription dossier is incomplete or has been altered, in the event of unfavourable scoring of the Client, in the event of failure by the Client to comply with its obligations under the terms of the contract binding it to SFR, etc.

3.3 When the Client takes out a subscription in the context of a government procurement contract which permits it and in application of the Government procurement contracts code, the Client shall be capacitated to subscribe to the Services for itself or on behalf of all departments to which it is attached, public entity or private persons with which it has formed a grouping order in application of the Government procurement contracts code. The Client guarantees that it has all rights and powers necessary to sign a SFR Business Team contract in its capacity as centralising or co-ordinating department of the grouping.

3.4 Commencement of service may only take place if all Subscription terms and conditions are met.

3.5 Obligations and guarantees expressly contained in SFR Business Team Contracts are the only ones accepted by SFR by way of the provision of its Services and shall replace all other express or tacit declarations and/or guarantees to which the Client might make refer.

4. Entry into effect & term

4.1 The SFR Business Team Contract shall take effect on Subscription, subject to validation of the SFR Subscription dossier. Unless special provisions, Services shall not be invoiced until Commencement of service.

4.2 The Contract is concluded for an indeterminate period with a minimum commitment period attached to each Service subscribed (hereinafter « Minimum commitment period » or « Initial Period »). Unless special provisions, said Minimum commitment period shall commence as of the Commencement of Service of each Service. By default, and unless the Contract features exemption provisions, the Minimum commitment period shall be one (1) year. According to the Special Terms & Conditions applicable to each Service, said Minimum commitment period may or may not be tacitly renewed. Subscription to a complementary Service may be attached to a Minimum commitment Period applied to said complementary Service or to the Main Service to which the complementary Service is associated.

5. SFR's obligations

SFR undertakes to implement the necessary means to ensure permanence, continuity and quality of the supply of its Services, in compliance with applicable industry standards and within the scope of its Electronic Communications Means. In this respect SFR is bound by an obligation of means.

6. Client's obligations

The Client shall make available all human, technical and equipment resources necessary for the operation of the Services and the performance of the SFR Business Team contract. The Client shall provide SFR with all information that the latter may request or which shall be useful for the Subscription to Services and performance of the Contract. The Client's equipment and its environment must comply with existing regulations. The Client undertakes to inform SFR promptly of all changes in its business activity, in particular those of such a nature as to modify its communications flows long term, all changes to its details pertaining to all elements of the SFR Business Team Contract and, in particular, all changes in postal, electronic, banking or invoicing address details. Said information must be provided within ten (10) days as from said change.

7. Financial terms & conditions

7.1 Rates

The prices of the Services, and the terms and conditions of application of the latter (hereinafter collectively known as the « Rates ») are expressed Exclusive of VAT and are stipulated in each SFR Business Team Contract. Subject to provisions specifically applicable to government procurement contracts, Rates may be subject to variation about which the Client shall be informed. Said notification shall specify the date on which the new Rates shall be applied. In the event of Rate increases not attributable to a cause outside SFR's control, the Client may terminate the Service concerned, during the two (2) months following increase entry into effect, by sending SFR a registered letter with record of delivery. In the event of termination, fees due through to expiry of the Minimum commitment period of the Service concerned shall not be demanded by SFR. It is hereby stipulated that all Rate increases for a complementary Service, shall only grant entitlement to the benefit of the provisions of this article for said Complementary Service and in no case for the Main service associated with it. Beyond said period of two (2) months, the Rate increase shall deemed to have been accepted by the Client, as is, for the Services concerned and apply to all its SFR Business Team Contracts.

7.2 Invoicing

SFR shall publish invoices specifying the Rates or all other sums due by way of the Services subscribed and/or used by the Client and its Users per Invoicing account. When the Client takes out a subscription in the context of a government procurement contract, the Client shall provide SFR with the contact details of the

designated accountant. Invoices are payable in accordance with the terms and conditions and methods described in the Special Terms & Conditions applicable to each subscribed Service or by default, on the date of Commencement of Service. Invoices shall be raised on a monthly basis and shall be payable within fifteen (15) days as from their date of establishment (or within the overall payment deadline specified in the Government procurement contracts code, when the Client takes out a subscription in the context of a government procurement contract). However, after warning the Client, SFR reserves the right to vary said periodicity or issue intermediate invoices. SFR reserves the right to only issue one (1) single invoice every 2 or 3 months if the amount of the monthly invoice does not exceed twenty-five Euros excluding VAT (25 € excl.VAT). SFR may send the invoices in paper or electronic format.

7.3 Payment terms

7.3.1 Payment shall be made, by automatic debit or by all other payment methods accepted by SFR (or by administrative payment order when the Client has taken out a subscription in the context of a government procurement contract). In the event of unfavourable Client scoring or if the monthly budgeted amount of each invoice by way of the Client's SFR Business Team Contract is less than five hundred (500) Euros excl. VAT, SFR reserves the right to subordinate the Commencement of Service to payment by direct debit. All expired payment deadlines shall be due and all amounts paid by the Client shall be irrevocably acquired by SFR and non-refundable. Early payment of invoices shall not grant entitlement to any discount. SFR may, subject to informing the Client, perform payment by netting of the sums that they owe each other mutually in virtue of the contracts concluded between them, which the Client expressly accepts.

7.3.2 All changes to applicable regulations or interpretation of the latter that has the effect of causing SFR to pay taxes, fees or special taxes or of an amount higher than those existing on the date of Subscription to a Service, shall result in a correlative adjustment in prices so that, in all cases, SFR collects all the amounts indicated in the SFR Business Team Contract.

7.4 Payment default

7.4.1 In the event that a payment instrument issued to the profit of SFR is not honoured in whole or in part, the Client shall be invoiced for various expenses, in particular collection-related, associated with the unpaid invoice. In this instance the sums owed to SFR by Client shall be:

- subject to a late interest surcharge calculated at three (3) times the statutory interest rate on the date of issue of the invoice concerned,
- where applicable increased by expenses that SFR might have incurred for the purposes of collecting the unpaid invoice.

Late interest shall be calculated from the day after the unpaid amount due date until it is paid in full. In the event of dispute, the sums invoiced to the Client shall remain payable to SFR, the non-disputed part remaining, in all cases, payable by the Client when due. The Parties shall take the necessary measures for the dispute to be resolved promptly. If it is dismissed and if it has retained part of its payment, the Client shall pay late interest in addition to the sums due.

7.4.2 Non-payment of an invoice, in whole or in part, by the Client, shall result in immediate and automatic eligibility for payment of all invoices issued by SFR for all the SFR Business Team Contracts in progress, which shall thus become payable by SFR at any point in time.

7.4.3 Furthermore, in addition to non-payment of sums due by the Client, SFR also reserves the right to apply protective measures to all or part of the Services subscribed by the Client, such as suspension or limitation of access to the Services, access to the Services with a consumption limit. The Client hereby acknowledges that all sending by SFR or service providers mandated by it of a reminder letter or formal notice to pay, even by standard letter, shall interrupt the prescription relative to the payment of the sums due by way of the Services.

7.4.4 All contestation of SFR Rates and invoices by the Client must be formalised by registered letter with record of delivery, duly argued and evidenced, received by SFR within twelve (12) months as from the date of issue of the invoices in question.

7.5 Guarantees

Subject to provisions specifically applicable to government procurement contracts, SFR reserves the right to ask the Client for certain guarantees (hereinafter « Guarantees ») constituted by payment of a guarantee deposit or all other guarantees enabling the preservation of SFR's interests in the event of the Client's failure to pay an amount stipulated by SFR, or during Subscription to a SFR Business Team Contract in particular in the event that one of the following events arises:

- Change in payment method and choice of a payment method other than automatic debit,
- Change in payment deadline,
- Client payment incident,
- Registration on the Préventel file,
- Deterioration in the Client's financial health,
- Reception of an incomplete or non-compliant Subscription dossier,
- Total number of Subscriptions to Services by the Client higher than ten (10),
- Contract assignment.

Applicable Guarantee amounts are those featured in the SFR Business Team Contract on the date on which the above-mentioned events arise. The Guarantees shall not generate interest. In the event that the Client does not pay the requested Guarantee, provision of the Services shall be suspended until receipt of payment and the Client shall nevertheless be required to continue to pay for the price of the Services. The Guarantees may be netted with sums owed by the Client, including sums due prior to expiry of the SFR Business Team Contracts. The Guarantee shall be returned to the Client or a discharge shall be granted, within three (3) months as from the date on which the Client has paid all of its debts vis-à-vis SFR. In this instance, and in the event of a guarantee deposit, netting may be performed between on

the one hand the amount of the closing invoice and on the other the amount of the guarantee deposit, on written request by the Client to SFR Business Team Customer Services, at the time of expiry of the SFR Business Team Contract or on receipt of the closing invoice. At the end of said netting operation, if the Client remains in debt, it shall be required to pay the balance to SFR within the stipulated deadlines. If, on the other hand, the amount of the guarantee deposit was higher than the amount of the closing invoice, then SFR shall reimburse the balance (by cheque or transfer) within fifteen (15) days as from the date of the closing invoice. In the event that the Client does not request netting on expiry of the SFR Business Team Contract, the guarantee deposit shall be returned to it (by cheque or transfer) within one (1) month as from the date on which the Client has paid all of its debts to SFR.

8. Use of the Services

8.1 The Client undertakes to use the Services for the purpose for which they were intended and in accordance with the provisions of the SFR Business Team Contract. The Client shall be solely responsible for use of the Services, nature and content of the messages and data hosted, stored, transmitted or received by way of the Services. It shall not use the latter, and shall ensure that they are not used, contrary to their intended purposes, for ends that are improper, illegal, contrary to public order or decency, banned by applicable laws or regulations or in violation of third party rights, nor cause any loss or damage whatsoever, to SFR or third parties. With respect to the content or characteristics of messages or data transmitted or received or consulted by the Client and/or its Users, via SFR Electronic Communications means, SFR may not be liable in any way for any damage resulting in particular from failure to comply with applicable regulations, errors or omissions in messages or data transmitted, received or consulted.

8.2 In the event that SFR's liability is invoked as a result of the use of the Services by the Client, nature and content of messages and data hosted, stored, transmitted or received using the Services, the Client shall pay SFR compensation for all consequences of all types of claims, actions and/or procedures filed against SFR on said count. The Client shall guarantee compliance on the part of its Manager, Sub-Managers and Users with the SFR Business Team Contract obligations.

8.3 In the event of an injunction by a government, administrative or judicial authority, or when SFR is alerted of the unlawful nature of content or a message, SFR reserves the right to suspend or interrupt its Services and access to its Electronic Communications Means immediately in whole or in part to all Users and Client, sender of litigious content and/or messages, without prior notice or compensation. SFR shall be entitled to hand over said content and/or messages to the authorities, in accordance with applicable regulations.

8.4 When SFR routes messages or data sent and/or received on messaging servers of third party companies, SFR's liability shall be limited to the routing of messages or data. SFR may not be held liable for access restrictions dependent on the policy of third party companies, or any incompatibility arising from norms used by the latter.

9. Changes

9.1 Changes requested by the Client

The Client is entitled to request a change in its SFR Business Team Contract governing the subscribed Services, in accordance with the terms and conditions proposed by SFR and subject to feasibility and/or availability. In all cases, SFR reserves the right to demand confirmation of the change requested by the Client in writing. In order to be valid, all Service change requests must be confirmed by SFR by all means (letter, e-mail, fax or tacitly, by implementation of the requested change).

9.2 Changes to Services

9.2.1 Provisions of the SFR Business Team Contract and the Services may change during Contract performance, which the Client hereby recognises and accepts. The Client shall be informed thereof by all means one (1) month prior to entry in effect of the change. When said change constitutes a substantial change to the SFR Business Team Contract and/or a Service which damages the Client, the latter may terminate the Service concerned, during the two (2) months following change entry into effect. In the event of termination, fees remaining due through to expiry of the Minimum commitment period for the Service concerned, shall solely grant entitlement to benefit from the provisions of this article for this Complementary Service and in no event the Main Service associated with it. After two (2) months, the change shall be deemed to have been accepted by the Client, as is, for the Services concerned and for all of its SFR Business Team Contracts.

9.2.2 In all instances, the Client hereby acknowledges that it must accept said changes and/or amendments of the provisions of the SFR Business Team Contract and Services, without compensation, or right to terminate the contract, when the changes and/or amendments in question are the consequence of a prescription imposed by a legal, regulatory, judicial or administrative authority.

10. Liability

10.1 SFR's liability shall only be engaged in the event of proven fault.

10.2 SFR's liability shall be limited to material damage to the exclusion of all consequential damage and/or consequential financial loss, in particular, damage associated with the Client's business activity or mission, all loss of sales, profits, profitability, exploitation, clientele, damage to sales, business and other loss of revenue, action by a third party, any problems with sales, damage to reputation, renown or brand image, experienced by the Client.

10.3 Moreover, SFR shall not be liable:

- In the event of technical constraints or limits, affecting the Services, which might be imposed on SFR by the regulatory authorities or competent standards groupings,
- In the event that the Client, its Manager, its Users fail to comply with technical pre-requisites and specifications of the subscribed Services,
- In the event of incorrect use of the Services by the Client, its Manager, its Users and/or their correspondents,
- In the event that the Services are not suitable for the Client's Equipment,
- In the event of poor installation or parameterisation, or non-compliant use, of the SFR Equipment and/or Terminals and/or accessories, by the Client, its Manager, its Users,

- In the event of disruption or interruption in the supply or exploitation of the Electronic means of communication provided by operator(s) of networks to which the SFR Electronic Means of Communication are connected. In the event of non-availability, and/or total and/or partial interruption of all or part of the Services proposed or the Electronic means of communication provided and exploited by third party operators, and more generally, in the event of the occurrence of any problem of any type or importance, of which the Client might be the victim on this occasion.
- In the event of disturbances or interruptions not directly attributable to SFR, when said disturbances are caused by improvement, repair or maintenance works of the SFR Electronic means of communication,
- In the event of mains power cuts on a Client's Site,
- In the event of deterioration or loss of files or documents associated with the use of the Services by the Client, said latter undertaking to take precautionary measures against said risks by backing up its information on a regular basis,
- In the event of failure to comply with confidentiality obligations incumbent on the Client, its Manager and its Users,
- In the event of suspension, restriction or limitation of access to the Services by SFR, for legitimate reasons,
- In the event of use of the SFR Equipment which is non-compliant with the latter's purpose, by the Client and/or its Manager and/or its Users,
- In the event of use of the Services following disclosure, loss or theft of the access codes associated with the Services provided by SFR and, in general, in the event of use of the Services by an unauthorised person (deactivation, loss or theft of a confidential access code associated with each SIM card, etc.),
- In the event of interruption of the services accessible via the Internet network,
- In the event of malfunction of the Services of any kind (for example such as viruses) caused by and/or following the use of services provided by third party companies, in particular via the Internet network,
- By way of information and documents communicated to the Client, and the interpretation that said latter might make of them, on condition that said information and documents are merely for illustration purposes and have no contractual value,
- In the event of dispute, in the context of the SFR Business Team Contract, opposing the Client, Manager and/or Sub-Manager and/or a User,
- In the event of force majeure, as defined in these General Terms & Conditions.

10.4 By express agreement between the Parties, no judicial action or claim from the Client, whatsoever, may be engaged or formulated against SFR more than one (1) year after the occurrence of the generating event in question. SFR Business Team Contracts do not grant entitlement to and are not designed to grant third parties the right to claims, compensation, refunds, grounds for actions, or all other rights.

10.5 The Special Terms & Conditions applicable to each Service may provide supplementary details on the principle and the implementation of SFR's liability.

10.6 Notwithstanding all other terms of the SFR Business Team Contract, SFR's total cumulated liability in virtue of the SFR Business Team Contract may not exceed, per Contract, the amount of the last three (3) months invoiced and cashed, to an upper limit of fifty thousand (50,000) Euros.

11. Force majeure

11.1 SFR shall not be liable for damages, delays, any non-performance or partial performance which may be interpreted by a French court as a case of force majeure. Furthermore, by express agreement, shall be deemed to be cases of force majeure:

- total or partial malfunction resulting from disruption or interruption in the supply or exploitation of the SFR Electronic means of communication or those of operators and/or suppliers to which the SFR Electronic means of communication are connected,
- natural events (lighting, fire, floods, earthquakes, extreme weather conditions, etc.),
- acts or omissions of a government authority, including changes to all regulations applicable to the Services,
- acts of war, riots, bomb attacks, sabotage, theft, vandalism, explosion, acts by third party, labour conflicts affecting SFR's service providers or suppliers,
- order of a government authority imposing the cessation, suspension and/or total or partial change to the SFR Electronic Means of Communication.

11.2 If a case of force majeure prevents SFR from performing an essential obligation under a Contract for a period of over three (3) consecutive months, the Parties shall work in concert to reach a satisfactory solution. On failure to reach such a solution within one (1) month of expiry of the above-mentioned three (3) month period, each of the Parties shall be entitled to terminate the Service concerned by registered letter with record of delivery, without compensation for either of the Parties. By derogation to these General Terms & Conditions, termination shall take place on date of receipt of the registered letter.

12. Suspension

12.1 SFR reserves the right to suspend, limit or restrict in part or in whole, access to the Services or terminate the Services in part or in whole, after having warned the Client, by all means in particular:

- in the event of non-performance of one of the Client's obligations stipulated in the SFR Business Team Contract,
- in the event of non-payment or non-provision of the Guarantee or when payment of the latter is pending or in the event that the consumption limit is exceeded,
- in the event that SFR receives an incomplete or non-compliant dossier,
- in the event of failure to pay sums when due and in the absence of serious, duly argued contestation sent to SFR by registered letter with record of delivery,

- in the event of non-compliant use of the Services in particular in the event of infringement of statutory or regulatory provisions, in particular in terms of public order and decency or in the event of acts of such a nature as to disrupt the SFR Electronic means of communication or the Internet network and its services,

- in the event of a substantial increase in the Client's usage,
- and in general, where stipulated in the SFR Business Team Contract.

12.2 Reconnection of the subscribed Services after suspension and/or limitation and/or restriction, due to acts by the Client, shall give rise to invoicing of a service reconnection charge. In the event of suspension and/or limitation and/or restriction of the subscribed Services, for whatever reason, the Client shall remain bound by its obligations on the understanding in particular that suspension of the Services shall not result in suspension of invoicing of the latter.

12.3 Furthermore, SFR is capacitated to suspend, limit or restrict the Services for all operations relating to upgrade, preventative maintenance, repair or extension of its Electronic means of communication, or if SFR is required to do so in order to comply with an order, instruction or requirement of the Government, a regulation authority, or all competent administrative or local authority.

13. Termination

13.1 Each of the Parties shall be entitled to terminate the Service(s) in compliance with these Terms and Conditions, as well as the provisions on termination procedures, present in the SFR Business Team Special and/or Specific Terms & Conditions. SFR reserves the right to reject or accept all termination requests which do not comply with said procedures. Once its termination request has been made, the Client acknowledges that it shall no longer be able to change its Service(s), by way of a management act, such as a migration (etc.). Cessation of the SFR Business Team Contract, for any reason whatsoever, shall result in eligibility for payment of all sums due and their immediate liability for payment.

13.2 Termination of a Service prior to expiry of the Minimum commitment period shall render the amounts due by way of the Services for the remaining period through to the end of the Minimum commitment period immediately payable, without prejudice to sums that SFR might claim by way of damages in the event of wrongful termination or infringement of the terms of Contract attributable to the Client. In any case, the special terms and conditions of termination applicable to each of the Services are defined in the Special Terms and Conditions of the corresponding Services.

13.3 In the event that one of the Parties fails to perform an essential obligation under the terms of the Contract, the other Party shall be entitled to serve notice on the defaulting Party demanding that it remedies the failure in question within thirty (30) days of date of receipt of the registered letter with record of delivery. On failure to rectify it within the given deadline, the other Party shall be entitled to terminate the Service Contract concerned by all rights by registered letter with record of delivery, without prejudice to damages that the non-defaulting Party might claim in virtue of the law and/or Contract. Termination date of effect shall be the date indicated on the second registered delivery letter.

13.4 In the event of termination or cessation of the Services for any reason whatsoever, the Client shall immediately cease all use of the Services concerned and shall return the SFR Equipment to SFR at its earliest convenience. The Client shall perform all de-installation work necessary at its own expense in particular for the purposes of returning the SFR Equipment.

13.5 In the event of termination of the main Service, for any reason whatsoever, the associated complementary Service(s) shall be terminated by all rights, without prejudice to the implementation of rules applicable to the Minimum commitment period. On the contrary, in the event that the Complementary services are terminated, the Main service shall continue in accordance with the terms and conditions of the SFR Business Team Contract.

13.6 When the Client terminates a Main Service and/or Complementary service before the end of the Minimum commitment period:

- the sums remaining due through to expiry of the Minimum commitment period shall be immediately payable. The same shall apply for advances consented by SFR to the Client.
- the sums remaining due shall lose the benefit of any SFR discounts and/or volume discounts, as indicated in the SFR Business Team Services Description.

14. Personal data

14.1 SFR shall implement the necessary measures to ensure the protection and confidentiality of personal data that it holds or that it processes with respect to the provisions of amended law n°78-17 of January 6 1978 on IT, Files & Civil liberties.

14.2 Information collected in the context of Subscription to the Services plus any collected during processing of the use of the Services by the Client's Users shall be the object of computerised processing.

14.3 Said information may be used by SFR or its service providers for the purposes of managing the Client's account and, where applicable, for all direct marketing operations using all types of media (mail shots, SMS, etc.) performed by its Clients, Managers and Users of the latter regarding its offers and Services. If the above-mentioned service providers are situated outside the European Union, then, in the cases provided for by European Commission Decision 2002/16/CE of December 27 2001, they shall have signed the "standard contractual clauses" beforehand. At present, SFR may send such information to its service providers situated in Morocco and in India. Such transfers are necessary for the correct performance of the SFR Business Team Contract. SFR shall keep said list of countries up to date and make it available to its Clients.

14.4 Furthermore, SFR may communicate information to Users. The Client undertakes to inform each User of its rights under the IT & Civil liberties law. It also undertakes to ask Users whether or not they consent to receive information on the Services proposed by SFR in particular by e-mail (in particular SMS) and, where applicable, to inform SFR of the Lines for which Users have exercised an opposition right in the months following Subscription to the Service.

14.5 Collected information may also, where applicable, be exploited and communicated to third parties, in particular to market research consultants and survey institutes, exclusively for study and analysis purposes, or companies in the context of marketing and sales operations joint or not. All direct marketing operations by electronic channel performed to the profit of a SFR partner shall be performed subject to granting of prior consent from the Client on its own behalf and that of its Manager and its Users. Furthermore the Client is entitled to oppose, as of

communication of information to SFR, all other forms of direct marketing by SFR's partners.

14.6 The Client is informed that when it or a User calls SFR Business Team Customer Services, the conversation may be recorded by SFR, in order to be kept as evidence and/or studied in order to improve the quality of the service delivered. The Client acknowledges that it has informed each of the Users of the possibility of said recording.

14.7 Individual rights to access, rectify, supplement information and, where applicable, opposition of the Client, its Manager and Users may be exercised by sending a letter indicating their family name, first name, address, telephone number, copy of their identity document and where applicable documentary evidence of their capacity, to: Service Client SFR Business Team - Accès, Rectification, Opposition - BP 60385 - 44819 Nantes Saint-Herblain Cedex.

14.8 In the context of portability of its mobile number(s), the Client hereby acknowledges that it has been informed that SFR may communicate its details to the GIE Entité de gestion de la portabilité: GIE EGP - SIRET n° 489 859 249 00018 - 112 avenue Kléber 75116 Paris.

14.9 Furthermore, in the event of unpaid invoices or irregular declaration, details of mobile Service Clients may be registered in a file accessible to operators and companies that sell the mobile telephone service, managed by GIE PREVENTEL, to which they can grant an access right by sending a letter mentioning its family name, first name, address, telephone number and copy of its identity documents to the following address: GIE Préventel-Service de Consultation - TSA n°90003 - 93588 Saint Ouen cedex. The Client shall enjoy the right to rectify and delete said information by contacting SFR - Service Préventel - 1 place Carpeaux 92915 Paris la Défense.

15. Intellectual Property

15.1 The Client undertakes to comply with all intellectual property and other rights of SFR and/or its partners/suppliers to their distinctive signs (trademarks, names, signs, logos, colours, graphics, etc.) and is prohibited from arousing any analogy in the mind of the general public, for any purpose whatsoever, between distinct signs, property of SFR and/or its partners/suppliers and its own. In virtue of a SFR Business Team Contract, SFR shall never consent to any right to intellectual and/or industrial property whatsoever or any type whatsoever, directly or indirectly, in an express or tacit manner.

15.2 The Client authorises SFR to communicate to the general public its identity and its capacity of Client and cite it as a professional reference. SFR undertakes to perform said communication strictly for professional purposes in compliance with standard practice.

15.3 By way of the provision of the SFR Business Team Services, the Client shall solely benefit from a usage right to the SFR Equipment made available to it as well as deliverables and documents. To this effect the Client must comply strictly with the usage right which shall be conferred on it. The Client, its Manager and its Users shall benefit from a simple usage right to the SFR Equipment, personal, non-exclusive and non-assignable, as defined in the Intellectual Property Code and within the scope of the rights conferred on SFR by its partners/suppliers and for the sole purposes of supplying the Services.

16. Notification - Assertibility

16.1 Correspondence between the Parties shall be performed by a person duly capacitated by the Party concerned. Correspondence for the attention of:

- SFR must be sent to SFR Business Team Customer Services whose contact details are mentioned on its invoice,
- Client must be sent to it at its contact details indicated on the Subscription Form.

16.2 The Parties expressly acknowledge as having value of evidence equivalent to that of an original written document and shall benefit in this respect from a presumption of validity: standard letters, faxes, e-mails exchanged between the Parties in the context of the Subscription and performance of the Services, postal letters and e-mails confirming Subscription or amendment of the services issued by SFR, telephone recordings made by SFR in the context of the Subscription or performance of the Services, Web subscription.

16.3 The Parties hereby agree that technical data from SFR systems and Electronic means of communication (such as pricing records, their reproduction on microfiches, optical disks, magnetic tapes, etc.) shall be legally binding between them and shall have the value of a written document as per the meaning attributed to this term in article 1347 of the French Civil Code until proof of manifest error of said systems, in particular in order to establish the invoicing of Services and/or in the event of a claim regarding Contract performance. Said data shall be conserved by SFR for a maximum period of twelve (12) months as from the date of issue of the non-contested Invoices relative thereto (or all other periods of time that might be defined by law or regulations). In the event of communication of said data to the Client, said latter may not use it for any other purposes than to check its invoices.

16.4 It is hereby stipulated that notifications containing advance notice must be sent by registered letter with record of delivery, carriage paid to SFR Business Team Customer services. Unless provisions to the contrary, the deadlines stipulated herein shall commence as of the date of first presentation of said notification.

17. Assignment

Neither the SFR Business Team Contract, nor the Services or their complementary Services are assignable by the Client, without prior, express, written consent from SFR. SFR shall be entitled to assign, transfer, delegate, subcontract or alienate all or part of its obligations, rights or interests in virtue of the SFR Business Team Contracts.

18. Law of contract & awarding of jurisdiction

The SFR Business Team Contract is governed by French law and interpreted in accordance with the latter.

The Parties shall attempt to resolve all disputes arising on the occasion of the conclusion, performance and interpretation of a SFR Business Team Contract, out of court. On failure to do so, disputes shall be heard by Paris Commercial Court (or the territorially administrative court when the Client takes out a subscription in the context of a government procurement contract), even in the event of summary proceedings, several defendants or action against a party securing a debt.

19. Final provisions

19.1 No Party shall be deemed to have renounced a right acquired under the terms of a SFR Business Team Contract, unless written, signed renunciation.

19.2 In the event of interpretation problems between any of the headings featured at the head of the clauses and any of the clauses of these General Terms & Conditions, the content of the clauses shall override their headings.

19.3 If one or more provisions of these General Terms & Conditions is/are deemed to be invalid or declared as such in application of a law, regulation or following a final decision of a court, the other provisions shall retain their full force and scope.

19.4 The Parties shall not disclose the terms of SFR Business Team Contracts and written or verbal information, which are not in the public domain, relative to the Services and/or Parties (hereinafter « the Confidential Information »). Said Confidential Information shall not be used for any purposes other than the performance of the SFR Business Team Contract. The Parties are authorised to disclose Confidential Information (i) on ruling of a court or an administrative agency, (ii) at the request or demand of an agency or regulatory authority, or in virtue of all regulations of said latter, (iii) to the degree reasonably required in the context of exercising a claim in virtue of this contract, (iv) to employees, suppliers, experts, lawyers or independent auditors of a Party on a need to know basis, (v) to potential lenders of credit to a Party wishing to obtain a credit facility and to the companies in its group. This article shall apply throughout the entire term of each SFR Business Team Contract and shall remain valid for three (3) years after expiry of the latter. Furthermore, the Client acknowledges that SFR may be required to disclose information relative to the Client in the context of applicable legislation.

Société Française du Radiotéléphone (SFR) – a French public limited company with registered capital of € 1 344 270 285,15 - 42 avenue de Friedland 75008 Paris – Paris Trade & Companies Register 403 106 537 / Administrative address: Tour Séquoia, 1, place Carpeaux - 92 915 Paris La Défense Cedex