

General Terms and Conditions

1. Contracting Parties

Parties to the Agreement are the customer (hereinafter referred to as “Customer”) and Telecom Italia Sparkle S.p.A. a company incorporated in Italy (registered number 05305181009) VAT and registration number at the Companies Register of Rome: IT05305181009 whose registered office is at Viale Parco de’ Medici 61, 00148, Rome, Italy (“TI Sparkle”).

2. General

These General Terms and Conditions shall govern the relationship between the Parties with regard to the Services provided by TI Sparkle in the Platform.

3. Definitions

Affiliate(s):

Any other company controlling, controlled by or under common control with a Party. For the purposes of this definition, “control” means possession, direct or indirect, of the power to direct the management of a company.

Agreement:

Agreement between the Parties on the provision of Voice& SMS Express Service.

Cleared Funds:

Means the amount of security that is deposited by the Customer and that has been received by the Trust Agent and is subsequently available for the Customer to spend.

Client Account:

The virtual bank account designated to each Customer of the Voice&SMS Express Platform for furnishing security which is under the Customer’s power of disposition.

Customer:

The entity ordering Services from TI Sparkle under this Agreement.

Customer Rates:

All rates offered to the Customer by TI Sparkle on the Voice&SMS Express Platform as Route Advertisements.

Days:

Means calendar days unless otherwise indicated.

Voice&SMS Express platform:

The platform on which TI Sparkle’s Voice&SMS Express service is provided, available at <https://voicessmsexpress.tisparkle.com> or “<https://www.voicessmsexpress.com>”

End Users:

Means Customer’s subscribers, Customer’s Affiliate’s subscribers and Customer’s enterprise-employees or subcontractors, to which Customer provides Services and who utilize or access the Services.

Minimum Deposit:

The minimum amount of security required in the Customer’s Client Account, equal to 150 USD/EUR.

Party, Parties:

Party or Parties to the Agreement.

Platform Manager:

The third party which operates and maintains the platform on which TI Sparkle’s Voice&SMS Express Service is provided.

Route:

The routing for the Service provided by TI Sparkle to a specified destination/to specified dial strings at a specific rate in Euro or US Dollar.

Service, Services:

As the case might be, the Voice and/or SMS services provided by TI Sparkle on the Platform according to this Agreement.

Subscribers:

Means Customer’s subscribers with a direct billing relationship to the Customer. This billing relationship is out of scope of the Agreement.

Time Zones:

Rate notices will follow Universal Time Coordinated (UTC +1 and UTC+2) considering summer and winter time. Call Data Records (CDR) are based on Universal Time Coordinated (UTC).

Trust Account:

The designated trust account provided by Lloyds TSB Bank plc.

Trust Agent:

All security deposits made by the Customer will be held by Lloyds TSB Bank plc as the Trust Agent.

VAT:

Value Added Tax.

4. Conclusion of the Agreement/ Testing

1. Upon registration the Customer will select one of the available currencies by choosing from the dropdown menu, field name ‘Select Currency’. Available currencies are US Dollar and Euro. The Customer can use one currency at any one time. Any changes to the selected currency will need to be notified to and agreed by TI Sparkle in advance. By clicking “Submit” the Customer agrees to be bound by these General Terms and Conditions.
2. Based on the information the Customer has supplied to TI Sparkle during registration TI Sparkle will vet the Customer to decide whether TI Sparkle may accept the Customer’s application. The vetting

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process may include passing information about the Customer to third parties and shall be carried out by the Platform Manager on behalf of TI Sparkle. It shall include all checks and validation procedures requested by TI Sparkle and or the making of independent inquiries about the Customer with third parties for identity verification, credit-checking or other vetting. As part of this process, TI Sparkle may ask the Customer for additional information or documents, and the Customer agrees to supply such information/documents to TI Sparkle and agree that TI Sparkle may vet the Customer. TI Sparkle may reject any applications at TI Sparkle's sole discretion.

3. Provided that the Customer has passed TI Sparkle's vetting procedure TI Sparkle will send an e-mail confirming the application together with the login details to the Customer. "Welcome - Your Account Info"). The Agreement is concluded upon reception of the abovementioned email by the Customer.
4. TI Sparkle will use all its reasonable efforts in order to activate the Service(s) for the Customer on the Voice&SMS Express platform to enable the Customer to test and to use the Silver and/or Platinum Service of TI Sparkle as described in clause 5. TI Sparkle, if needed, can contact the Customer to arrange for set-up and testing of the virtual interconnect link between the Customer's electronic communications network and TI Sparkle's electronic communications network as soon as reasonably practical after the conclusion of the Agreement. The Customer agrees to work with TI Sparkle and provide sufficient resource to carry out interconnection set-up and testing. The Customer will be responsible for all its own costs. Testing must be completed to the satisfaction of both Parties before the Services provided by TI Sparkle can be used by the Customer.

5. Services to be performed by TI Sparkle

1. The TI Sparkle Voice&SMS Express Service provides international interconnection on a wholesale basis for voice and SMS traffic via the public internet and the internet access network. Voice&SMS Express offers SMS service and termination of VoIP traffic to international destinations and supports Calling Line Identification (CLI) where available.
2. Voice&SMS Express is available as Voice&SMS Express Platinum and/or Voice&SMS Express Silver:
 - Voice&SMS Express Silver provides cost efficient termination also referred as least-cost-routing i.e. no direct routing.
 - Voice&SMS Express Platinum provides quality oriented routing with daily monitoring of quality and capacity.
3. Interconnection to the Customer's network can be established via a Public IP Interconnect i.e. a public interconnect is established via a public network and is reachable from each other's public access point. The Services are provided with best effort fault

management.

4. Once the Customer has been activated, the Customer will be able to view Routes, and the related Rates (Routes Advertising), offered by TI Sparkle on the Voice&SMS Express platform, according to the currency chosen by the Customer at the time of registration or modified later on. The Customer will have access to multiple routes within the chosen currency. Routes are available in two qualities: Silver and Platinum.
5. In order to be able to send traffic for a certain Route, the Customer must first deposit the amount of prepayment of no less than the Minimum Deposit into the Customer's Client Account. The provision of the prepayment by the Customer has to be made by way of telegraphic transfer to Lloyds TSB ("Trust Agent"), using as a reference, the Account Id provided to the Customer when the Customer is activated. As soon as the cleared funds of no less than the Minimum Deposit have been credited to the Customer's Client Account the Customer is able to send traffic for Routes. In order to be able to send traffic for a specific Route the Customer has to provide further security deposits (Top Up) to ensure the Customer has sufficient funds for the volume of calls/SMS for that specific Route. All payments made by the Customer will be held by Lloyds TSB Bank plc ("Trust Agent") in a designated trust account ("Trust Account"). TI Sparkle instructs the Trust Agent to create a separate Client Account for each Customer.
6. Each Customer Top Up cannot exceed the amount of USD 20,000 (or Euro); TI Sparkle may change such threshold at its sole discretion upon notice.
7. The contract on the provision of traffic for each Route is concluded as soon as the Customer sends traffic for such Route. TI Sparkle will then route those SMS/minutes in accordance with the Route advertisement whilst the relevant Client Account has sufficient cleared funds to pay for the Route. If at any time there are insufficient funds within any Client Account for a particular Route TI Sparkle will cease routing minutes from the Customer on such Route.
8. The Customer agrees that the Trust Agent will pay TI Sparkle from the security deposit in its Client Account, an amount equal to: the number of minutes (rounded to the nearest second, apart from Mexico and other few destinations which are rounded per minute, or first minute rounded to minute) routed via TI Sparkle multiplied by the cents per minute rate in the Route Advertisement; the number of SMS submitted by the Customer (concatenated SMS will be charged as Multiple SMS), routed via TI Sparkle from
9. From time to time, there is the need to perform Maintenance activities on Voice&SMS Express platform, and ordinarily this will not result in Service interruption. However, if the Maintenance requires the interruption of the Services, TI Sparkle shall perform Maintenance only during non-peak hours to

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the greatest extent possible. Except in emergency, TI Sparkle shall notify the Customer [10] days before performing any maintenance.

6. Obligations of Customer

1. Customer obligations shall include (without limitation) the following. Customer shall:
 - (i) use Services in accordance with the intended purpose covered by the Agreement in a lawful manner and with the necessary care;
 - (ii) timely provide TI Sparkle with all relevant information in sufficient detail regarding Customer equipment, Customer personnel involved and logistics details, which information will be used during the provisioning of the Service and/or in the operational phase;
 - (iii) will not use the access to the Voice&SMS Express platform for any unlawful or fraudulent purposes or to receive or send messages which are offensive, indecent, obscene, menacing, defamatory, or which infringe any intellectual property right (including, without limitation, trademarks, copyright, or rights relating to domain names), nor allow others to do so
 - (iv) will comply with TI Sparkle's Acceptable Use Policy and Privacy Policy as agreed between the Parties
 - (v) reimburse any costs incurred by TI Sparkle for checking its equipment following submission of a fault report if such checks show that the fault was not in TI Sparkle's equipment;
 - (vi) upon TI Sparkle's request, provide reasonable assistance to TI Sparkle or its duly authorised sub-contractors regarding the clearance of faults and the implementation of Service(s);
 - (vii) prepare its own infrastructure to meet the requirements of the Agreement on its own responsibility and cost;
 - (viii) inform TI Sparkle, if faults occur during the operation which cause the agreed Services to be interrupted, via e-mail to the nominated email address in the Voice&SMS Express platform. TI Sparkle shall exclusively restore the respective Services to comply with best effort again.
 - (ix) comply with any applicable law, legislation, regulation, direction or any license and authorization and with all reasonable instructions TI Sparkle gives the Customer relating to the use of the Voice&SMS Express platform and the Services under the Agreement; the instruction for all the Customer's inputs are described in a "user guide" found on the Voice&SMS Express platform: it describes all possible activities for Inputting Users Information, Inputting IP Address Information, Using the Services, Monitoring and Reporting and Banking;
 - (x) not send unsolicited commercial communications or promotional material;

(xi) indemnify and hold harmless TI Sparkle against all third party claims and any losses, costs (including legal costs) and expenses which TI Sparkle may incur as a result of the Customer's (or the Customer's customers') use or misuse of the Voice&SMS Express platform or breach of the Agreement always provided that: (i) TI Sparkle promptly notifies, whether or not such claims are caused by any act or omission of the Customer of such claim and (ii) TI Sparkle gives the Customer reasonable assistance in defending such claim or any third party.

2. To the extent and as long as Customer does not wholly or in part meet its duties and obligations in time, TI Sparkle shall be released from its associated contractual obligation. Such release shall not constitute contractual non-performance or a breach of the Agreement and shall not entitle Customer to terminate the Agreement. The Customer shall remain liable for all Service charges and shall, in addition, reimburse TI Sparkle for all expenses incurred by TI Sparkle as a consequence during its time of default.

7. Charges

1. The Customer Rates that have to be paid by the Customer for each Route are presented on the Voice&SMS Express platform. All Customer Rates can be viewed and downloaded direct from the Voice&SMS Express platform by following the on screen instructions.
2. Notifications of changes to the advertised rates may be issued via email. Rate increases for Voice Services rates will become valid with a 7-day notice; Rate increases for SMS Services will become valid with a 1-day notice; rates decreases will become valid the next day for Voice&SMS Services.
3. CDRs are stored on the Voice&SMS Express Platform for six months.

8. Terms of Invoicing and Payment

1. Customer shall pay all charges specified and agreed upon with TI Sparkle in accordance with the provisions under clause 7.
2. After the end of a calendar month invoices are sent by TI Sparkle to the Customer exclusively via e-mail to the Customer's email address as specified in the Voice&SMS Express platform. Invoices are sent monthly for the previous month. Invoices are created electronically and are based on the used traffic minute/SMS prices shown in the relevant Route advertisement and the amount of used traffic minutes/SMS.

9. Disputes

1. Customer shall notify TI Sparkle of any dispute with regard to an invoice no later than 7 (seven) days after the reception of the invoice. Any dispute shall be supported by substantial evidence.
2. The notice shall contain at least the following

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information: date and number of disputed invoices, detailing the type of the service, the rounded amount of traffic minutes/SMS by destination, the total amount in dispute, reasons for disputing and supporting documentation as appropriate.

3. The Parties shall use all reasonable endeavors to amicably resolve any dispute. If a dispute is not settled within ninety (90) days, the Parties shall conduct an escalation meeting. Dispute resolution according to clause 19 (f) shall only take place if the dispute cannot be resolved in an escalation meeting.
4. Resolution of disputes is supported by the Platform Manager acting as an expert and not as an arbitrator. Disputes are resolved solely by reference to the Voice&SMS Express platform records. TI Sparkle's decision on the acceptance of any dispute is based on these Voice&SMS Express platform records, except in the event of manifest error, and shall be final and binding.

10. Default Interest Charges

1. Any amounts which are not paid when due shall accrue default interest charges from the day following the Due Date until the date on which they are actually paid and received by TI Sparkle. Default interest charges shall be determined on the basis of Libor (Euribor, if the contract is in € currency) index one month published on Reuters Terminal (fixing quotation) in the period of delay, plus a spread of 5% (five per cent) per annum calculated from the day following the Due Date to the date of payment.
2. Default interest charges shall be debited by Provider in a subsequent invoice or, in case the last invoice is already issued, such charges shall be thereafter immediately invoiced to Customer. Such invoice shall be paid by Customer within 10 (ten) days of the receipt thereof.

11. Tax

1. All taxes (except income or corporation taxes of TI Sparkle), customs duty, charges and other fiscal charges due in connection with entering into and implementing the Agreement shall be borne by the Customer, especially value-added taxes and consumption taxes directly comparable therewith such as goods and sales taxes or use and sales taxes including any non-refundable and non-deductible VAT or similar use and sales taxes and duties on services rendered by any subcontractor of TI Sparkle.
2. All prices are net prices and do not include value-added taxes or consumption taxes directly comparable therewith. Any value-added taxes or comparable consumption taxes such as goods and sales taxes or use and sales taxes, shall be borne by the Customer. Should such taxes be payable, TI Sparkle shall invoice them to the Customer and always comply with the tax laws respectively applying to itemizing the taxes in the invoice. If, in international service relationships, the responsibility

for value-added taxes or taxes directly comparable therewith, in connection with the contractual services to be provided is transferred to the Customer as the recipient of the services as a consequence of legal regulations, the service recipient shall declare any such taxes to the tax authorities in his country of residence as his own liability. This shall also apply in the case that such passing on of tax burden can be contractually stipulated. The Customer hereby acknowledges and declares that he is in direct agreement with such contractual arrangements. If the Customer has his registered seat within the EU, the Customer shall be obliged to provide TI Sparkle with a valid VAT-No, issued by tax authorities of the country of residence prior to the first invoice to be issued. Any changes of the VAT-ID shall be indicated immediately. Notwithstanding the foregoing, the Customer declares that all services rendered under the Agreement are received for the purposes of his company.

3. If any tax or duty has to be withheld or deducted from any payment under this Contract, Customer will increase payments under this Contract by such amount as shall ensure that after such withholding or deduction TI Sparkle receives an amount equal to the agreed prices.

12. Term and Termination

1. The Agreement shall come into effect after the reception of the Order Confirmation and shall be unlimited in time.
2. The Agreement may be terminated by either Party with effect as of the end of a calendar month or where permitted by law. For any termination to be effective, a Party's written notice of termination must be received by the other Party no later than 3 months prior to the date of termination.

13. Termination for Cause / Suspension of Services

1. A Party ("Non-Defaulting Party") may by written notice terminate the Agreement for the default of the other Party ("Defaulting Party") with immediate effect, if
 - a.the Defaulting Party
 - i. should fail to fulfil any of its obligations under the Agreement, and
 - ii. such failure has material effect, and
 - iii. does not remedy such failure within 30 days after having received a request for such remedial action from the Non-Defaulting Party or, in case the Parties agree that the failure is not possible to remedy within such time period, appropriate actions to remedy the failure have not been taken within said time period;
 - or
 - b.the Defaulting Party passes a resolution, or the competent court issues an order that the Defaulting Party would be wound up (otherwise

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- than for the purposes of a bona fide scheme of solvent amalgamation), or
- c. a receiver, manager or administrator on behalf of a creditor is appointed in respect of the Defaulting Party's business or any part thereof, or
 - d. circumstances arise which entitle the competent court or a creditor to appoint a receiver, manager or administrator or which entitle the court (otherwise than for the purposes of a bona fide reconstruction or amalgamation) to make a winding-up order, or
 - e. the Defaulting Party is unable to pay its debts or any event with similar effect occurs under the laws of any jurisdiction applicable to the Defaulting Party.
2. TI Sparkle may suspend Services or terminate the Agreement, effective upon notice, should Customer's or End User's use of the Services or content, directly or indirectly, actually or allegedly to;
(i) violate any applicable law, regulation, rule or order of any applicable regulatory authority or court of competent jurisdiction, (ii) infringe or constitute the unauthorized use of any patent right, copyright, trademark, service mark, trade name or other intellectual property right of any third party, (iii) constitute or involve the misappropriation of any trade secret or other intellectual property right of any third party, or (iv) be used for or involved in any defamatory, threatening or obscene purpose or (v) violate, the "Acceptable Use Policy".
 3. In the event TI Sparkle has the right to terminate the Agreement for cause as set out above, TI Sparkle may also suspend without liability the fulfilment of its obligations derived from the Agreement upon written notice for the time the event constituting the right to terminate for cause has not been remedied. In the event TI Sparkle chooses to suspend the fulfilment of its obligations, TI Sparkle may still choose to terminate the Agreement at any time thereafter, provided the event constituting the right to terminate for cause has not been remedied meanwhile.
 4. TI Sparkle may terminate the Agreement at any time before the end of its term if there is a change of control in Customer. For the purposes of this clause, "change of control in Customer" shall mean a change in the possession of the power to either direct the Customer by exercising a majority of voting rights in a shareholder meeting of the Customer or exert entrepreneurial leadership of the Customer. TI Sparkle shall not be permitted to exercise such rights where TI Sparkle has agreed in advance and in writing to the particular change of control and such change of control takes place as proposed.

14. Anomalous Traffic

1. In case of possible "anomalous traffic" carried out in accordance with this Agreement, according to any applicable Parties' country laws and in order to

protect each Party's economic interests and to avoid any possible involvement of the same in criminal matters, the receiving Party shall be forced to immediately suspend such traffic and, consequently, any related payments and, in the meantime, to evaluate the possibility to inform the competent Judicial Authority.

2. For "anomalous traffic" it will be considered, as an example, the traffic with the following characteristics: unjustified increase of daily minutes of traffic, high duration of each call, repeated calling numbers, repeated called numbers, etc.
3. The above mentioned suspension shall apply until a final and undisputed clarification on the nature and origin of the traffic shall be ascertained.
4. If the final and undisputed decision from a competent authority prolongs throughout 6 (six) months, the Parties will agree the manner to arise from.
5. The Parties shall cooperate in any possible detection activity supplying each other any possible details of such traffic in accordance with the applicable data protection laws
6. TI Sparkle shall promptly inform the Customer and immediately suspend the Service in the event there is evidence that such Customer is misusing the Voice&SMS Express Platform or is acting fraudulently.

15. Warranty

1. Except as otherwise expressly provided in the Agreement, all conditions, warranties, undertakings and representations expressed or implied (whether by statutory law or otherwise), whether as to merchantability or quality or fitness for a particular purpose or any purposes of a Service or care and skill in the provision of a Service or otherwise are hereby excluded except insofar as such exclusion is prohibited by law.

16. Liability

1. The Parties shall have unlimited liability for damages arising from acts or omissions resulting in death, personal injury and damage caused by intentional or grossly negligent behaviour. This also applies to damage that is typical and predictable for this type of contracts and has been caused by a violation of duties under the Agreement, the violation of which jeopardized the purpose of the Agreement (cardinal duties).
2. In any other case, the liability of a Party for damage under or in connection with the Agreement for whatever legal grounds shall be limited to a maximum of 10% of the charges of the last three months preceding the damage causing event (Incident), provided however, that the liability of such Party for all Incidents concerning within any twelve months period shall not exceed 20% of the charges of the previous months and is limited to an aggregated amount of 10.000 Euro for all Incidents

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in total. An Incident also refers to several instances of default that share the same source and instances of damage in which the causes are directly linked.

3. Notwithstanding clause 16.1, neither Party shall be liable for special, incidental, consequential or indirect damage, or loss of profits or loss of Customers' customers, loss of revenue, loss of contract, loss of goodwill, loss of interruption of company operation, loss of use of data or for damage to reputation, even if a Party has been advised of the possibility of such damage.
4. The aforementioned limitations do not affect any of the charges that are due and payable, for which Customer shall remain fully liable.
5. A Party shall have no liability or responsibility for the content of any communications or data transmitted via the Services except for content solely created by such Party.
6. Unless said otherwise in the Agreement, the claims for damages shall expire one year after the commencement of the statutory period of limitation.
7. The Customer agrees and acknowledges that TI Sparkle may pass information about the Customer to the Trust Agent and the Platform Manager for the purposes of performing the Agreement.

17. Confidential Information

1. "Confidential Information" shall mean all information in any form including, but not limited to, paper, electronically stored data and magnetic media, that a Party ("Receiving Party") has received or obtained from the other Party ("Disclosing Party") as a result of or in relation to entering into the Agreement, especially information that relates to the existence of the Agreement, to the rights and obligations under the Agreement, the negotiations relating to the Agreement or to the Disclosing Party's or third party's business, financial or other affair, including possible future plans and targets.
2. The Receiving Party shall:
 - keep confidential all Confidential Information belonging to the Disclosing Party;
 - treat Confidential Information belonging to the Disclosing Party with the same degree of care that Receiving Party uses for its own confidential information;
 - not disclose Confidential Information belonging to the Disclosing Party without the prior written consent of the Disclosing Party in whole or in part to any other person, save disclosure by the Receiving Party to employees, agents and sub-contractors involved in the provision or receipt of the Services on a need-to-know basis provided that such persons are familiar with the terms and provisions of this clause and agree in writing to be bound by the terms of this clause 17 as if they were a party to the Agreement. A Party shall be jointly and severally liable for a breach of the provisions of this clause 17 by its employees, agents or sub-contractors;

- use the Confidential Information belonging to the Disclosing Party solely in connection with the Agreement.
3. Nothing in this clause 17 shall be deemed or construed to prevent the Receiving Party from disclosing any Confidential Information provided by the Disclosing Party to any Affiliate, provided that the Receiving Party shall take all reasonable steps to ensure that such information is held in confidence by such Affiliate, including, where appropriate, requiring any Affiliate to enter into a non-disclosure undertaking resembling the provisions set out herein.
 4. The Receiving Party acknowledges that any Confidential Information obtained from, or relating to, the Disclosing Party or its respective servants or agents in the course of negotiating for, or in the performance of, the Agreement (or by any person employed or engaged by the disclosing Party in connection with the Agreement in the course of such employment or engagement) is and shall remain the property of the Disclosing Party. Upon the request of the Disclosing Party all Information shall, at the instruction and option of the Disclosing Party, be destroyed or returned to the Disclosing Party including all copies, photographs, computer disks or other media for storage of information and any duplicates thereof of the Receiving Party.
 5. The provisions of clause 17(2) above shall not apply to any Confidential Information which:
 - is or becomes public knowledge other than by breach of this clause; or
 - is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party; or
 - is received from a third party which lawfully acquired or developed it and which is under no obligation restricting its disclosure; or
 - the Receiving Party develops on its own without reference to the Confidential Information received from the Disclosing Party; or
 - must be disclosed by the Receiving Party in the discharge of its obligations to supply information for parliamentary, governmental, regulatory or judicial; or
 - purposes provided that before making such disclosure the Receiving Party shall insofar as possible consult with the Disclosing Party concerning the extent and content of the information to be disclosed.
 6. This clause shall apply for the term of the Agreement plus two years after its termination.

18. Data Protection

1. Each of the Parties shall comply with its respective obligations under applicable data protection legislation with regard to the processing of personal data (as that term is defined by the applicable data protection legislation, hereinafter "Personal Data").
2. The Customer (for itself and on behalf of the

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Customer's Affiliates) (i) consents and permits and shall ensure that it has or will obtain from the End Users all necessary consents under the applicable data protection legislation and (ii) warrants that TI Sparkle shall be allowed to process any Personal Data under the Agreement for the purpose of the Services in accordance with the Agreement and shall hold each of them harmless from and against any claims by End Users or third parties as a result of or in relation to such processing.

19. Miscellaneous

a) Severability

If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be ineffective and the remainder of the provisions shall continue in full force and effect as if the Agreement had been concluded without the ineffective provision. In this case, the Parties shall negotiate in order to replace the said provision with a valid stipulation that as closely as possible reaches the economic purpose of the said provision. This applies also in case of a missing provision.

b) Force Majeure

Neither Party shall be liable for any event beyond the Parties' reasonable control, which materially impedes the fulfilment of a Party's obligations under the Agreement or which partly or wholly hinders the performance of such obligations for a certain period of time. Such event is defined as any occurrence beyond the Parties' will and control and shall include, without limitations, natural disasters, governmental acts, decisions of authorities, blockades, war and other military conflicts, mobilization, riots, terror attacks, strikes, lockouts or other labor disputes, seizures, embargos or other occurrences, which are unforeseeable, material and not negligently caused by any of the Parties and which occur after the conclusion of the Agreement. To the extent one of the Parties is hindered to perform its obligations under the Agreement due to such force majeure, such delay or non-performance shall not cause an infringement of the Agreement, and all time periods or deadlines defined within or in connection with the Agreement will be appropriately prolonged corresponding to the duration of the force majeure.

Each Party will undertake all necessary and reasonable actions within its control in order to limit the extent of the damage and consequences of such force majeure. The Party affected by such force majeure shall immediately inform the other Party in writing of the beginning and the end of such an occurrence. As soon as it is established, that such an occurrence will exceed a period of three months, either Party is entitled to terminate the Agreement by sending a one month's prior written notice.

c) Waiver

The rights of each Party under the Agreement may

be exercised as often as necessary and are cumulative and not exclusive of rights or remedies provided by law. No omission or delay on the part of any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver by it of any right to exercise it in future or of any other of its rights under the Agreement. No waiver of any term, provision or condition of the Agreement shall be effective except to the extent to which it is made in writing and signed by the waiving Party.

d) Assignment

Neither Party may assign the Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed. Furthermore, either Party may not assign the right to receive payments under the Agreement without the other Party's consent.

e) Amendment

TI Sparkle may amend these General Terms and Conditions including the Service description with an adequate notice period provided that, having regard to the interests of TI Sparkle, such amendment is reasonable for the Customer. The Customer will be notified about each amendment in writing.

If the amendments are to the disadvantage of the Customer the Customer may terminate the Agreement with effect as of the date to which the amendment becomes effective. TI Sparkle will advise the Customer in the notification of amendment of the right to terminate the Agreement as well as of the fact that the amendment will become effective if the Customer does not terminate the Agreement within the time limit specified in the notification of amendment.

f) Governing Law and Arbitration

The Agreement shall exclusively be construed in accordance with, and governed by, the laws of Italy. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as of any other laws of any other country shall expressly be excluded.

In the event of any dispute arising between the Parties with respect to the interpretation or implementation of any provision of the Agreement, the Parties shall use all reasonable efforts to resolve such dispute amicably with the goal of preserving the relationship between the Parties. Unless otherwise provided by mandatory law provisions, all disputes arising in connection with the Agreement, including but not limited to, its validity, interpretation, fulfilment, effects and consequences, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall take place in Rome, Italy Republic and be conducted in English.

g) Entire Contract

These General Terms and Conditions and the documents incorporated by reference constitute the

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entire agreement between the Parties in connection with their respective subject matters. Neither Party has relied on any representation or warranty except as expressly set out in the Agreement. The aforementioned documents replace and supersede any other previous agreements between the Parties, whether written or oral, with regard to the subject matter of the Agreement.

h) European Export Regulations

The Parties agree to observe the following laws of export regulations regarding the use of the Services provided under the Agreement: (i) European Union Dual Use Regulation, (ii) the US Export Administration Regulations, ITAR and the US-Reexport Regulations, (iii) United Nations Sanction Lists, and the embargo lists based on these regulations.

Both Parties agree not to use the Services received under the Agreement to provide services constituting a breach of such aforementioned regulations.

i) Regulatory Clause

Customer will neither use nor permit the use of the Services provided under the Agreement to take any actions that violate any applicable laws, statutes, ordinances or regulations in all countries where the Services are provided – including but not limited to those regarding telecommunications. If required for the use or provision of the Services provided under the Agreement in the respective country Customer will obtain and maintain any and all necessary permissions, licenses or authorizations in its own responsibility as well as comply with all related regulations at its own expense. If relevant, Customer will oblige its own customers in the same way.

j) No partnership or agency

The Agreement shall not be deemed to constitute a partnership between the Parties nor either Party as the agent of the other Party for any purpose.

k) Notices

Any notice or communication to be given under the Agreement to a Party shall be in writing and in the English language and sent by e-mail to the other Party's e-mail address as specified in the Voice&SMS Express platform.