

This document sets out the Policies and guidelines applied by EvoSwitch in its relationship with Customer, in particular to clarify the manner in which the Colocation Services and each of the Additional Services may be used by Customer and what manner of use is considered unacceptable by EvoSwitch. The Order Form(s), the Datacenter Services Master Agreement (if concluded), the General Conditions, the Services Specification and the Policies are also part of the Agreement and apply to the Services provided by EvoSwitch.

## CHAPTER A. INTRODUCTION

### 1. DEFINITIONS

All words capitalized herein that are defined in the Order Form, the Datacenter Services Master Agreement (if concluded), the General Conditions and the Service Specification shall have the meaning assigned to them therein; other capitalized words shall have the following meaning:

**Disruption** for the purpose of Chapter D, means posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text.

**Firewall** means a device that controls access between networks, such as a Cisco PIX, a router with access control lists or a similar security device

**Interconnection Point (IP)** means the point at which the networking responsibility transfers from EvoSwitch to Customer, usually a port on a router, Firewall or switch

**Internet** means the worldwide, publicly accessible network of interconnected computer networks that transmit data by packet switching using the standard Internet Protocol

**Internet Protocol** means the protocol for communicating data over the Internet

**Netiquette** means the established Usenet conventions

**Spam** means unsolicited broadcast e-mail or unsolicited commercial email that is sent to addresses that do not affirmatively and verifiably request such material from that specific sender, including but not limited to advertising, surveys, information pieces, third party spamming, website addresses, sales, and auctions

**Usenet** means the global Internet discussion system

**World Wide Web** means a system of interlinked documents that runs over the Internet

### 2. GENERAL

- 2.1 EvoSwitch aims to promote a high level of responsible behavior by Customer in connection with the use of the EvoSwitch Datacenter, the use of the Internet and the use of any other Service. For this purpose, EvoSwitch has created the EvoSwitch Policies.
- 2.2 All Customers must read and comply with the Policies and, where Customer provides services to its end-users, Customer is required to ensure that its end-users are aware of and comply with the Policies, as though such end-user were a Customer.
- 2.3 A breach of the Policies by an end-user who obtains access to Services through Customer will also be considered a breach of the Policies by the Customer.
- 2.4 EvoSwitch provides all of its Customers with a copy of the EvoSwitch Policies, prior to or upon entering into an agreement with a Customer.

### 3. CONTACT PERSONS

- 3.1 Customer shall designate (i) a contact person whom EvoSwitch may contact at any time in connection with (suspected) violations by Customer or its end-users of the Policies, and (ii) a contact person whom EvoSwitch may contact at any time in the event of an Emergency.
- 3.2 Customer will provide to EvoSwitch a means of contacting said contact person(s) at any and all times, and Customer shall ensure that the information set out in the Customer Portal with respect these contact persons remains up to date.

### 4. EVOSWITCH POLICIES

- 4.1 The EvoSwitch Policies consist of: (i) the Facility Operations Policy; (ii) the Security and Abuse Policy; (iii) the Acceptable Use Policy; and (iv) the Equipment Policy.
- 4.2 EvoSwitch reserves its right, at all times, to unilaterally update or change or amend the EvoSwitch Policies in accordance with the provisions of the General Conditions.

## CHAPTER B. FACILITY OPERATIONS POLICY

### 5. INTRODUCTION

- 5.1 The Facility Operations Policy in this O contains a code of conduct for the day to day operations – and the presence of Customers – at an EvoSwitch Datacenter.
- 5.2 EvoSwitch has adopted the Facility Operations Policy for the security and safety of Customer, persons entering the Datacenter, the Datacenter and the Equipment.

### 6. SHIPMENTS

- 6.1 Each Customer shall observe the shipping and receiving policies adopted from time to time by EvoSwitch with respect to shipment of Equipment to and from the EvoSwitch Datacenter.

CUSTOMER: \_\_\_\_\_

Page 1 of 6

EVOSWITCH: \_\_\_\_\_



- 6.2 Customer shall notify Evoswitch of any intended shipment to the Evoswitch Datacenter, at least two (2) business days before the intended delivery date of the Equipment.
- 6.3 Customer shall inform Evoswitch's security guard(s) of the equipment Customer intends to bring into, install in or remove from the Evoswitch Datacenter.
- 6.4 All costs related to Customer's shipments of equipment to or from an Evoswitch Datacenter shall be at Customer's cost and expense.
- 6.5 Customers are responsible for cleaning up and the disposal of all materials and equipment used for Customer's shipment. Customer shall ensure that such shipment material is removed from the Evoswitch Datacenter on the same day as the date of delivery. If Customer does not comply with this provision, Evoswitch shall charge a clean-up fee to Customer.
- 6.6 Evoswitch does not accept any responsibility for shipments to the Evoswitch Datacenter. All shipments made or sent by Customer shall be at Customer's own risk.

## 7. CONDUCT AT DATACENTER

- 7.1 With the exception of an Emergency, Customer shall give notice to Evoswitch via the Customer Portal prior to visiting a Datacenter.
- 7.2 Access to the Datacenter, specifically the areas where the Housing Space is located, is limited to authorized Evoswitch employees and Authorized Individuals.
- 7.3 Customers are required to sign in and out when exiting and entering the Datacenter.
- 7.4 Each visitor of the Datacenter is required to wear his/her (personal) access card and shall provide Evoswitch with official identification papers (e.g. passport or driver's license) at all times during his/her presence at the Datacenter.
- 7.5 When inside the Datacenter, Customer shall ensure that it closes doors after use, in order to maintain a closed and secure environment and thus ensuring an efficient environment for Evoswitch's fire protection system and climate control system.
- 7.6 Evoswitch may (at its discretion) accompany Customer inside the Datacenter and Evoswitch may (at its discretion) remain with Customer for the entire time that Customer is inside the Datacenter.
- 7.7 Customer shall not interfere in any way with Evoswitch's use or operation of the Datacenter or with the use or operation of any equipment installed by other parties.
- 7.8 Customer shall refrain from any actions that may damage the Housing Space or the Datacenter or any equipment of a third party, including Equipment of other customers.
- 7.9 Customer shall refrain from operating any Equipment that may constitute a safety hazard. If in doubt, Customer shall consult the site manager of the Datacenter or – in the site manager's absence – another authorised employee of Evoswitch.
- 7.10 Customer shall, at all times, act in a professional manner. Evoswitch may at its sole discretion remove any of Customer's personnel or Customer's (sub) contractors or third party agents if such person does not comply with the Facility Operations Policy or any other Evoswitch Policy, such as the Datacenter House Rules.
- 7.11 In case of an Emergency, such as a fire, which in general will be indicated by the sound (slow woop) of an alarm system, Customer shall immediately evacuate the Datacenter.
- 7.12 Smoking is prohibited in the entire Datacenter, eating and drinking is prohibited in the areas within the Datacenter where the Housing Space and/or Equipment is located.
- 7.13 Within the areas where the Housing Space and/or Equipment is located, Customer shall refrain from any activity that may cause dust particles. One of the reasons for this prohibition is that dust particles may set off the automatic alarm system. If in doubt, Customer shall consult the site manager of the Datacenter or – in the site manager's absence – another authorised employee of Evoswitch.
- 7.14 Unless expressly required under any (product)insurance warranty, Customer shall not bring any packaging material into the areas where the Housing Space and/or Equipment is located and any (card board) boxes shall be unwrapped by Customer in the loading bay area. Should Customer - in view of a (product)insurance warranty - require to bring packaging material into the areas where the Housing Space and/or Equipment is located, it will notify Evoswitch thereof in advance. Evoswitch will then assign an Evoswitch engineer to accompany Customer during Customer's presence in the areas where the Housing Space and/or Equipment is located. Customer is under an obligation to remove all packaging material from the areas where the Housing Space and/or Equipment is located, within one hour after entering the relevant area.
- 7.15 Before exiting the Datacenter, Customer shall ensure that its Housing Space is closed and locked.
- 7.16 Customer shall immediately report any irregularities and/or alarms, noticed by Customer during its presence in the Datacenter, to the site manager of the Datacenter or – in the site manager's absence – another authorised employee of Evoswitch.

## CHAPTER C. SECURITY AND ABUSE POLICY

### 8. SECURITY

- 8.1 Security is as important to Evoswitch as it is to its Customers. For this reason, Evoswitch has implemented strict security procedures at all Evoswitch Datacenters.
- 8.2 Datacenters are designed as buildings within buildings and are protected by an electronic intruder systems, as well as security guards, twenty four (24) hours per day. Video surveillance cameras monitor all activity within certain secure areas of the Datacenter.
- 8.3 Proof of identity – by means of an official and valid identification document (e.g. passport) – is mandatory for all visitors and each visitor's identity will be verified against Customer's defined access lists.
- 8.4 Adherence to the Security and Abuse Policy will minimize the potential risk of damage or loss of Evoswitch's and Customer's assets.

CUSTOMER: \_\_\_\_\_

Page 2 of 6

EVOSWITCH: \_\_\_\_\_



## 9. SECURITY AND SAFETY SYSTEMS

- 9.1 Security at the EvoSwitch Datacenter is divided in the following three layers: (i) the first layer: from the boundary up to the entrance of the EvoSwitch Datacenter; (ii) the second layer: the EvoSwitch Datacenter; and (iii) the third layer: the areas within the EvoSwitch Datacenter where the Housing Space and/or Equipment is located.
- 9.2 The first layer shall consist of the following: (i) To the extent permitted according to local Law, EvoSwitch shall arrange for a fence around the perimeter of the site on which the EvoSwitch Datacenter is located; (ii) External lighting to the external perimeter of the EvoSwitch Datacenter and the adjoining car parks; (iii) A detection system near the perimeter fence and around the external perimeter of the EvoSwitch Datacenter; (iv) Automated sliding or raising gates for vehicles and (where appropriate) turnstiles for people at the main entrance to the site upon which the EvoSwitch Datacenter is located with proximity in/out readers and video/intercom system connected to the security control center in the EvoSwitch Datacenter.
- 9.3 The second layer shall consist of the following: (i) A circle lock with proximity in/out reader including weight sensor at the main entrance to the EvoSwitch Datacenter; (ii) An intruder detection system; (iii) Alarms connected to the security control center; (iv) A secure loading bay facility for goods; (v) A system for the registration of goods delivered to and removed from the EvoSwitch Datacenter; (vi) A reception service by qualified personnel at the main entrance to the EvoSwitch Datacenter between 8:30 to 17:30 ED(S)T Monday to Friday.
- 9.4 The third layer shall consist of the following: (i) An access control system; (ii) Proximity in/out readers to all doors providing day-to-day access to the areas where the Housing Space is located; (iii) Battery powered emergency lighting and exit signs throughout the EvoSwitch Datacenter; (iv) Emergency exit alarms operate on emergency power; (v) A panic alarm system in the security control center; (vi) A closed circuit television system on all doors within or giving access to the areas where the Housing Space is located; (vii) Alarms on all doors giving access to the areas where the Housing Space is located, and the connection of such alarms to the security controls center; (viii) A system to detect water leakage in the detection areas under the raised floor within the areas where the Housing Space is located, including a signal alarm to EvoSwitch’s building management system; (ix) A fire alarm system (comprising heat and smoke detectors) to detect fire in the EvoSwitch Datacenter and to activate an automatic gas extinguishing system, including a signal alarm to EvoSwitch’s building management system; (x) A very early smoke detection system (VESDA) to detect any smoke in the areas where the Housing Space is located, including a signal alarm to EvoSwitch’s building management system; (xi) An automatic gas extinguishing system to extinguish any fire in a protected area of the EvoSwitch Datacenter after activation by the fire alarm system or by a manual activation suppression system.

## 10. OPERATIONAL SECURITY AND SAFETY

- 10.1 EvoSwitch maintains operational security and safety at its facility on the basis of the following pillars: (i) Security staff; (ii) Maintenance staff; (iii) Facility manager of the EvoSwitch Datacenter; (iv) Access control.
- 10.2 Security staff: (i) EvoSwitch will determine its minimum staffing requirements with respect to security, on the basis of the duties to be undertaken and the competencies of the staff members; (ii) EvoSwitch shall arrange for a dedicated security manager, who will be present at the EvoSwitch Datacenter during daytime hours and on call at all other times; (iii) EvoSwitch shall arrange for a senior representative of the security staff, to be present at the EvoSwitch Datacenter at all times; (iv) EvoSwitch shall arrange for an experienced representative of the security staff, to be present in the security controls center at all times; (v) EvoSwitch shall arrange for a member of the security staff with valid “safety/first aid” certification, to be present at the EvoSwitch Datacenter at all times; (vi) EvoSwitch requires all its security staff to have the following minimum qualities: a) compliance with any legal requirements; b) adequate English language proficiency; c) adequate computer proficiency including (without limitation) use of Microsoft Office and dedicated security systems.
- 10.3 Maintenance staff: (i) EvoSwitch will determine its minimum staffing requirements with respect to Maintenance, on the basis of the duties to be undertaken and the competencies of the staff members; (ii) EvoSwitch shall arrange for at least one experienced electro/mechanical operator, to be present at the EvoSwitch Datacenter at all times.
- 10.4 Facility manager of the EvoSwitch Datacenter: (i) EvoSwitch shall arrange for the presence of a facility manager, to be present at the EvoSwitch Datacenter between 8:30 to 17:30 ED(S)T, from Monday to Friday, and on call at all other times.
- 10.5 Access control: (i) EvoSwitch shall provide for an auditable access control security system for the common areas of the EvoSwitch Datacenter and the areas where the Housing Space is located; (ii) The access control security system shall at least meet the following requirements: a) Assignment of the system owner, the system administrator and the system operator(s) and their respective authorities; b) A screening procedure for EvoSwitch’s employees and contractors; c) Job descriptions for the system administrator and system operator(s) in maintaining the system; d) User identifications as prescribed by the system are allotted to specific individuals including (without limitation) the system administrator, system operator(s), receptionists and other members of the security staff; e) Procedures for the logging and storage of all activities generated by the system for at least one (1) month on a rolling basis; f) Procedures for the issue of security/pass badges.

## 11. ABUSE HANDLING PROCEDURE

- 11.1 Customer shall apply an abuse handling procedure which is to be compliant with the Policies, with the law that applies to the Agreement and with any other applicable Law.
- 11.2 As part of its abuse handling procedure, Customer should make reasonable efforts to detect repeated efforts by its end users to store or transfer or distribute – on or via Customer’s services – materials or data that violate or infringe the Acceptable Use Policy or that Customer previously deleted or disabled further to receipt of an abuse notification.
- 11.3 Customer shall log (date and timestamp) each abuse notification received by Customer, including the nature of the notification (e.g. copyright infringement), as well as Customer’s response to such complaint, and the moment that Customer deems the abuse notification to be resolved.
- 11.4 Customer shall maintain the log in respect of each abuse notification for a minimum of two (2) years after the date that Customer deems such abuse notification to be resolved. Customer will provide EvoSwitch with a copy of its abuse notification log, upon EvoSwitch’s request.

CUSTOMER: \_\_\_\_\_

EVOSWITCH: \_\_\_\_\_



- 11.5 Customer shall ensure the availability of sufficient and properly trained personnel to ensure that Customer's end-users comply with the Policies and to apply Customer's abuse handling procedure and to handle the volume of abuse notifications that arrive without persistent backlogs.

## CHAPTER D. ACCEPTABLE USE POLICY

### 12. USE OF SERVICES

- 12.1 Customers shall - and shall ensure that its end-users - only use the Services for lawful purposes and shall refrain from any use that breaches the Policies, the General Conditions, the Services Specification, the Agreement or any applicable Law.
- 12.2 Without prejudice to the law that applies to the Agreement, the Customer acknowledges and agrees that the Customer's use -and its end-user use- of the Services is to be compliant with (mandatory) law in the country where the Equipment is located.
- 12.3 Customer shall refrain from any use of the Services which may have an adverse effect on Evoswitch's good name or standing, or may cause damage to Evoswitch's business operations, or may subject Evoswitch to litigation.
- 12.4 Specific activities that are prohibited include, but are not limited to: (i) terrorism; (ii) threatening harm to persons or property or otherwise harassing behaviour; (iii) compromising the security (or tampering with) system resources or accounts of other Customers or of any other Internet sites or intranet sites without the proper authorization; (iv) violating local export control laws for Software or technical information; (v) the use or transmission or distribution of any data or material protected by Intellectual Property Rights without proper authorisation; (vi) the manufacture or use or distribution of counterfeit, pirated or illegal software or other product; (vii) fraudulently representing products/services; (viii) Spamming, phishing, hacking, (D) DoS attacks, DRDoS attacks; (viii) defamation, zoophilia, child pornography and child erotica; and (x) intentionally accessing a computer system or Infrastructure structure component without authorization or exceeding authorized access levels thereof; (xi) facilitating, aiding, or encouraging any of the foregoing activities.
- 12.5 Customer acknowledges that any use by Customer and/or its end-users of the Services in breach of the Acceptable Use Policy could subject Customer and/or its end-users to criminal and/or civil liability, in addition to other actions outlined in the Policies and in the General Conditions.

### 13. USE OF MATERIAL

- 13.1 Subject to the other provisions of the Evoswitch Policies, Customer shall when using the Services be entitled to download or upload or re-distribute materials that are in the public domain (e.g., images, text, and programs). Whether or not materials are in the public domain shall be determined by Customer and Customer shall bear all risks and liabilities regarding the use of such material and the determination of whether the material used is in the public domain.
- 13.2 Customer shall be prohibited from storing, distributing or transmitting any unlawful material in connection with the Services. Examples of unlawful material include but are not limited to: (i) direct threats of physical harm; (ii) child pornography; and (iii) copyrighted, trademarked and other proprietary material used without proper authorization or consent of the party that holds legal title to such material.
- 13.3 Customer may not store or distribute certain other types of material. Examples of such prohibited material include but are not limited to: (i) programs containing viruses or Trojan horses; (ii) tools to compromise the security of other internet sites, intranet sites, networks, private or public domains. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools; (iii) tools used to collect email addresses for use in sending bulk email; or (iv) tools used to send bulk mail.
- 13.4 Customer acknowledges that the storage, distribution, or transmission of unlawful or prohibited materials could subject Customer to criminal and/or civil liability, in addition to other actions by Evoswitch as outlined in Chapter F.

### 14. EQUIPMENT SECURITY

- 14.1 Evoswitch shall provide Customer with a login and a password for Evoswitch's portal. This login and password allow access to Customer's account and Equipment and may be used to request support or other Services. Also, Evoswitch's technical support staff will ask for Customer's login and password in case of a support issue or Emergency in order to authenticate Customer.
- 14.2 Customer shall be required to change its password the moment it starts using the Services or its Equipment is activated, and Customer is responsible for changing the password regularly. In general, secure passwords are between 6 and 8 characters long, contain letters of mixed case and non-letter characters, and cannot be found in whole or in part, in normal or reverse order, in any dictionary of words or names in any language.

### 15. SYSTEM SECURITY

- 15.1 Customer is prohibited from using Services to compromise the security or tamper with system resources or accounts of other Customers or of any other Internet sites or intranet sites.

### 16. USENET NEWS USE

- 16.1 Subject to the provisions of this Acceptable Use Policy, Customer is entitled to access and use Usenet through the Services or Evoswitch's network.
- 16.2 Usenet news articles posted by Customer or Customer's customers with the use of the Services must comply with the written charter/FAQ of the newsgroup to which they are posted. If a newsgroup does not have a charter or FAQ, its title may be considered sufficient to determine the general topic of the newsgroup.

CUSTOMER: \_\_\_\_\_

Page 4 of 6

EVOSWITCH: \_\_\_\_\_



- 16.3 Netiquette prohibits advertising in most Usenet newsgroups. Customer may post advertisements only in those newsgroups that specifically permit the posting of advertisements in their charter or FAQ. Some newsgroups may permit so called 'classified ads' for single transactions between private individuals, but not commercial advertisements.
- 16.4 Netiquette prohibits certain types of posts in most Usenet newsgroups. Types of prohibited posts include chain letters, pyramid schemes, encoded binary files, job offers or listings and personal ads.
- 16.5 Only the poster of a Usenet article or EvoSwitch has the right to cancel the article. Customer may not use Evoswitch's resources to cancel articles that were not posted by or on behalf of Customer. The sole exception to this rule is for moderators of formally moderated newsgroups; the moderator of a newsgroup may cancel any articles in a newsgroup he or she is moderating.
- 16.6 Customer may not (whether directly or through others) 'flood' or cause a Disruption of Usenet newsgroups, or attempt to flood or cause a Disruption of Usenet newsgroups.
- 16.7 Customer may not alter the headers of posts to Usenet to conceal his email address or to prevent Customer from responding to posts.
- 16.8 Customer shall be responsible for determining the rules of a newsgroup before posting to it. As such, Customer is responsible for determining whether or not a newsgroup permits a type of message before posting and whether or not a newsgroup permits advertisements before posting.

## 17. EMAIL USE

- 17.1 Evoswitch recognizes that email is an informal medium. On the other hand, Evoswitch is very much aware of the existence of misuse of e-mail. Such misuse is prohibited by Evoswitch.
- 17.2 Customer shall not send any emails that in any way, shape or form, are or may be illegal, or in violation of Clause 13.2 and 13.3 of Chapter D.
- 17.3 Customer shall refrain from sending any further emails to a recipient of its email after receiving a request from such recipient to stop.
- 17.4 Unsolicited advertising mailings, whether commercial or informational, are strictly prohibited. Customer may send advertising material only to recipients that have specifically requested that material. Opt-Out mailings are, in view of the foregoing, prohibited.
- 17.5 Customer shall not send, propagate, or reply to mail bombs. For the purpose of the Evoswitch Policies, and this Section in particular, a mail bomb is defined as either emailing copies of a single message to many receivers, or sending large or multiple files or messages to a single receiver with malicious intent.
- 17.6 Customer shall not alter the headers of email messages to conceal his email address or to prevent receivers from responding to messages.

## 18. WORLD WIDE WEB USE

- 18.1 Customer is prohibited from posting or transmitting inappropriate material on or via the Internet or the World Wide Web.
- 18.2 For the purpose of this Section, inappropriate material shall include the examples set in Section 2.2 and Section 2.3 of the Acceptable Use Policy.

## CHAPTER E. EQUIPMENT POLICY

### 19. EQUIPMENT REQUIREMENTS

- 19.1 Unless expressly agreed otherwise in writing by Evoswitch, all Equipment shall be installed and maintained by or on behalf of Customer in accordance with the following criteria:
  - a) Telecommunication lines shall be extended from an organized and protected distribution frame;
  - b) Spare parts for the Equipment shall be kept within the confines of the Housing Space;
  - c) AC and DC power distribution shall take place within the Housing Space, to the extent available;
  - d) Equipment shall include all necessary fans and ventilation;
  - e) Equipment density shall be consistent with available electricity supply;
  - f) Equipment density shall be consistent with floor loading at the Facility;
  - g) Grounding facilities shall be included;
  - h) All cables shall be tied and harnessed in an orderly fashion, run to the side of the rack, and labelled;
  - i) Connectors shall be secured in the interface socket;
  - j) All Equipment shall be suitably labelled as belonging to Customer, including any safety notices and instructions for Emergency repairs and /or contacts;
  - k) A copy of all records and documents relating to the Equipment shall be available for safe storage in the Housing Space, with Customer separately holding a complete set of such information at its premises;
  - l) Equipment shall be in full compliance with telecommunications industry standards and in accordance with Evoswitch's requirements and specifications; and
  - m) Equipment shall comply with applicable laws, rules and regulations in the jurisdiction where located.
- 19.2 Customer is expressly prohibited from installing any AC UPS equipment shall not be installed in the Housing Space or at the Datacenter in general.
- 19.3 Equipment with AC power supplies shall have a power factor of 0.85 or higher.

CUSTOMER: \_\_\_\_\_

EVOSWITCH: \_\_\_\_\_



## 20. ACCESS AND REPAIRS

- 20.1 Evoswitch will not touch, maintain, use, upgrade, repair or operate Equipment: (i) unless expressly authorized and instructed otherwise by Customer; and (ii) except as required and possible in an Emergency.
- 20.2 Evoswitch is entitled to access Housing Space, if such access is needed: (i) during an Emergency; (ii) during a Service Disruption; (iii) to perform Maintenance; (iv) for security purposes; and/or (iv) to perform an investigation or to enforce the Policies in accordance with 0.

## CHAPTER F. INVESTIGATION AND ENFORCEMENT

### 21. INVESTIGATION AND ENFORCEMENT

- 21.1 Evoswitch reserves the right to investigate suspected violations of the Policies. When Evoswitch becomes aware of possible violations, as part of its investigation, Evoswitch may – acting reasonably and providing Customer with information on (the grounds for) Evoswitch’s investigation: (i) gather information from Customer involved; (ii) if relevant, gather information from a complaining party; (iii) suspend the provision of any of the (Additional) Services; (iv) deny Customer physical access to its Equipment; (v) in view of the above, request Customer’s login and a password to the Equipment for audit purposes.
- 21.2 Evoswitch will investigate complaints and may, in its sole discretion, take action based on the rules below.
- 21.3 Customer shall grant Evoswitch any information and – further to a request of the relevant (law enforcement) authorities to Evoswitch or Customer – access to its Equipment required by Evoswitch in order to perform its investigation.
- 21.4 If according to Evoswitch’ findings, any of the Policies has been breached, Evoswitch is entitled to take responsive action, legal or otherwise, against Customer and/or Customer’s end-user or other person responsible for the breach of the Policies. What action is appropriate will be determined by Evoswitch from time to time and may for example include (i) suspension or termination of the Services; and/or (ii) suspension or termination of the Service Levels and/or (iii) termination of the Agreement.
- 21.5 If Evoswitch is notified by a third party, including any law enforcement authority, of a (suspected) breach by Customer of any of the Policies, Evoswitch shall be entitled to release any contact information with respect to Customer to such party.

### 22. DISCLAIMER

- 22.1 Without prejudice to the above or any other provision of the Policies, Evoswitch does not intend to review, monitor or control as a precautionary measure all content sent or received by Customers using the Services. Accordingly, Evoswitch accepts no responsibility or liability to Customers or any other person for the content of any communications that are transmitted by or made available to Customers or their users, regardless of whether it originated from Evoswitch’s network or the Services.
- 22.2 None of the provisions of this 0 or any of the other Chapters of the Policies shall in any way limit or prejudice any other rights or remedies Evoswitch may have.

CUSTOMER: \_\_\_\_\_

Page 6 of 6

EVOSWITCH: \_\_\_\_\_

