

Preconditions and Conditions Connect 1 Platform

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Version: 1.1

Month: September 2016

Version log

Version	Date	Writer	Information
1	7-2016	C. Schotanus	Opstart document
1.1	9-2016	C. Schotanus	5. Router extra information

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1 Installation

To make a smooth as possible transition to the Connect Platform 1 (All in 1 communication solution), our ICT Engineer will visit you at the start of the process. Together with your CBG Connect account manager, he will make an inventory of your current facilities. We would like to inform you in advance which activities will not be carried out by CBG Connect. Also, it may be necessary to optimize the situation before starting the transition to Connect 1.

The items shown below are mentioned in general. Activities to optimize the mentioned items can be carried out by your organization or can be outsourced by you.

- The presence of Cat 5e cabling.
- The installation and / or repair of fire barriers and work on materials containing asbestos.
- The (re)connections of equipment not supplied by CBG Connect.
- Establishment of adequate 230V connection, earthed in the immediate vicinity of the place where the equipment is installed. We advise you to connect the equipment to a separate group or through an APC UPS. Your account manager can give you more information about an UPS.
- The realization of freely accessible areas (separated) cable trays, pipes, recessed sockets and floor columns for sufficient capacity.
- The construction of a business earthen electricity point. This earthen electricity point is necessary for the proper functioning of business critical IT equipment.
- Presence of 19" patch cabinet for fiber optic switch and hardware components for managed services.

1.1 The subcontractor

If a Connect 1 solution (including Voice over IP) is ordered, it is possible that a subcontractor of CBG Connect will perform the installation of the router, switch and telephones. This subcontractor is also specialized in the construction of the right cabling, and may also perform other connection activities for you.

For installation of the fiber optic switch and hardware components of the Managed Services, you need a 19" patch cabinet. Please inform CBG Connect if your location does not have a patch cabinet. Our subcontractor can send you a suitable offer.

We draw your attention on the fact that this subcontractor, will directly bill the cost of installation and any materials under the terms and conditions applying for the subcontractor.

CBG Connect chooses to work with a subcontractor, such as KPN does. The subcontractor is specialized in the work he commissioned from CBG Connect. The cooperation between CBG Connect and the subcontractor will efficiently streamline the process of delivery and installation.

2 Invoicing

2.1 Invoicing non-recurring costs

For the non-recurring costs, we will send a digital invoice to a specified company e-mail address. We would prefer if it's not an info@address. (unless there is no other e-mail address available) This invoice has a payment deadline of 14 days after the invoice date. After payment of the total amount of the invoice, we will commence the project.

2.2 Recurrent fixed costs internet connection and services

For connections and services (monthly fees) you will receive an invoice every 3 months. This invoice is digitally sent to you to a specified company e-mail address.

By signing the Connect 1 agreement you also sign for direct debit of monthly recurring costs. This direct debit will take place every 3 months in advance.

We draw your attention on the fact that the 1st invoice for the monthly fixed costs probably has a different amount than following invoices. Difference is caused by the time service(s) will be completed. The costs are calculated for that particular period of the quarter of the year.

2.3 Monthly variable costs Voice over IP

The monthly cost for Voice over IP Telephony are variable and correspond to the amount of telephony minutes used in the previous month. We will send a digital invoice to a specified company e-mail address. Direct debit of these monthly variable cost will be performed afterwards at the start of a new month. These costs will only be calculated if there are no ordered licences for HIP Unlimited calls.

The Billing Portal gives insight into the call charges incurred by your organisation. The billing portal is accessed via: <https://billingportal.voipit.nl> More information on the Billing Portal can be found in the Billing Portal manual. This manual can be found on our website.

If you ordered HIP Unlimited calls licences, the call charges are commuted in a monthly fixed price, these costs are included in the recurrent fixed costs. Please note: Calls to service numbers (090x, 067x, 01888x) and international calls are not covered by HIP Unlimited and therefore separately billed as a monthly variable cost Voice over IP. Specific information about the call charges can be found in the Billing Portal, see above.

By signing the Connect 1 agreement you also sign for direct debit of monthly variable costs for calls to service numbers and international calls. This direct debit will take place afterwards at the start of a new month (if applicable).

2.4 Monthly invoicing Connect Secure 2.0

For the monthly recurring costs for the Connect Secure 2.0 service, we will send a digital invoice to a specified company e-mail address. By signing the Connect 1 agreement you also sign for direct debit of monthly recurring costs Connect Secure 2.0. (if applicable) This direct debit will take place every month in advance.

2.5 Inflation correction

The charges applicable to Connect 1 platform can be indexed annually in accordance with the rules announced by CBS (Central Bureau Statistics).

3 Service providing

3.1 Project Management costs

For implementing the Connect 1 service within your organization we charge a Project Management fee. These charges are derived from performed man-hour activities for planning the Connect 1 implementation as efficiently as possible. Below are some important things for a proper implementation:

- determine several implementation stages
- monitor progress and effectiveness
- deliver results in a given period
- structuring work as well as possible

Below we inform you about a number of activities which are included in the Project Management Costs.

Project Management Costs

- Coordination request services
- Purchasing hardware
- Monitor progress request services
- Managing subcontractor
- Monitoring correctness delivered services
- Transfer telephone numbers
- Compiling course material
- Protocol of delivery

3.2 Delivery

The delivery date of the offered equipment is determined in consultation with you. Voice over IP has a minimum standard delivery time of six (6) weeks after receipt of the signed agreement. (Depending on completion of any other purchased modules and/or services). Standard delivery for fiber is at least twenty (20) weeks.

3.3 Warranty

Conform the applicable terms and conditions on supplied equipment, warranty is guaranteed for a three (3) month warranty after delivery.

3.4 Protocol of delivery

Based on several tests and a brief guidance by CBG Connect, the technical commissioning will take place, after which the two parties sign the Protocol of Delivery.

3.5 Compensation

CBG Connect is entitled to change the rates in accordance with the provisions of the applicable terms and conditions.

3.6 Transfer of fixed phone numbers and cancel subscriptions

Transferring the phone numbers will be started after installing and connecting the new telephone units. The numbers you have specified will be transferred from your current supplier to RoutIT. (RoutIT is a 100% owned subsidiary of KPN) To ensure that your telephone accessibility is guaranteed, we communicate the transfer date with you. Please note that you must cancel your fixed subscription with your current provider and that your organization shall bear the liability for any damage resulting from cancellation, or partly or not terminate timely your subscriptions or costs resulting from the early termination of your subscription. CBG Connect is not authorized to cancel these subscriptions for you.

3.7 Cancellation of existing Internet connection

CBG Connect is not authorized to make inquiries with your current provider about the status of a purchased internet connection. You must check with your current provider what the notice period for the existing Internet connection is, and what the costs are if you want to prematurely terminate the subscription. These costs are for your own account.

3.8 IP-Range

By switching from an existing Internet service to a new Internet service, a new IP Range will be assigned to you. CBG Connect can offer support in the transition to the new IP range. Costs are charged on the basis of subsequent calculation against the usual rates.

3.9 Specific terms Connect 1 Platform

If a clause in one of the annexes as manuals and/or conditions are inconsistent with a here below given clause, the below mentioned clause will prevail.

3.9.1 Minimum order for HIP Unlimited

There is a 2 user minimum purchase obligation for ordering HIP Unlimited (this minimum obligation is also applicable for flexible removing users). You can upgrade the number of users unlimitedly during a contract. For invoicing of the number of users, CBG Connect will check the number of users every month. Upgrading at the start of the month and downgrading before the end of the month will lead to an invoicing of the highest total of users for the specific month. Downgrading is permitted till a minimum of 2 users.

3.9.2 Upgrading and downgrading users

Any time of the month you can add or remove users. At the start of the quarter you will receive an invoice showing the total number of users. Changes of users during the period are transferred to the following invoice moment. The changes will be settled in the new invoice. By signing the agreement, you agreed that interim changes of users will alter the amount of the direct debit.

For Example: you start with 10 users Connect 1 in January. In February you ordered 2 extra users. In April you receive the second invoice for recurrent costs. This invoice shows an upgrade of 2 users and therefore CBG Connect will direct debit the number of 12 users for the next 3 months. In this invoice you also see the price for extra 2 users for the months February and March. This is a one-time extra direct debit. If the number of users is still 12 at the next moment of invoicing, we shall only direct debit that number of users. By downgrading the number of users you will receive a refund.

3.9.3 Fair use Policy HIP Unlimited

A Fair Use Policy is applicable on ordered subscriptions HIP Unlimited, whereby calling costs are converted in a fixed monthly fee. If RoutIT diagnoses that during a set period you as a customer use more than three times the average calling minutes of all customers in the same period, they will inform CBG Connect about this situation. CBG Connect will inform you about the usage and will optionally come with measures. For more information about the Fair Use Policy we refer to the "HIP Unlimited Connect 1" manual. This information can be downloaded from our website or you can request the information from your CBG Connect account manager.

4 HIPIN CRM & desktop Integration

Connect 1 Platform provides a possibility for a HIPIN CRM & desktop Integration. CBG Connect depends on Service Provider RoutIT for the support during this integration. RoutIT has a list with a large number of software packages determined in which support will be provided. The ICT Engineer of CBG Connect explores the possibilities if you have a software package that is not issued on the list.

The process given below is applicable to the HIPIN CRM and desktop integration of which the software package **is not supported**.

If a link must be made with a CRM software package that is not supported by RoutIT, CBG Connect will examine whether performing an integration will be possible. This research will be carried out during the Connect 1 Inquiry after assignment.

Activities for this research including the purchase of a trial license will be charged on the basis of subsequent calculation against HIPIN Integration rates, as mentioned in the offer.

The ICT Engineer will install, using the trial license and the information given by the CRM software provider, to determine whether integration is possible. The outcome of the research will be discussed with you, then it can be decided whether the HIPIN integration may or may not be performed. The trial license is on the basis of a monthly contract and will be terminated if there is not going to be or cannot be a HIPIN integration.

Although it might be possible to create an active link for an unsupported CRM software package, CBG Connect is obliged to preserve to the guidelines of Service Provider RoutIT, therefore it is not possible for CBG to guarantee that the link will work. The final responsibility for implementing the link and operation of the link rests with you as a customer and your own CRM software provider.

If you, as a customer, want to continue with the integration process, we ask from you a written signed confirmation in which you indicate that you are made aware of the fact that there is no given guarantee on the link by CBG Connect. In no way CBG Connect holds responsibility for consequences deriving from the integration.

5 Router

CBG Connect offers customers an Internet connection with a router. The router will be installed with a default configuration. This default configuration is the base, in order to gain access to the internet. All additional adjustments made to the configuration are characterized as a customized router configuration. These customizations are charged on the basis of subsequent calculation against the in the offer mentioned fee for Cisco installation on location per hour. The ICT Engineer will check on 1 PC / laptop whether it is possible to make a connection to the Internet. Migration to the entire company network can be performed by your own IT manager. Outsourcing these activities to CBG Connect is optional. The migration costs are charged on the basis of subsequent calculation against the in the offer mentioned rates for Migration activities. Invoice for additional activities have a payment deadline of 14 days after the invoice date.

This router can be supplied according two variants.

1. *Connect Secure 2.0*

The customer orders the service Connect Secure 2.0, in which a router will be delivered. The customer pays monthly by direct debit a fee for this service. As long as the customer pays for the service, the customer can use the Router. However, the router remains the property of CBG Connect. Once the Connect Secure 2.0 service is terminated, the router must be returned to CBG Connect in good working condition with all associated cabling and in a proper package.

Installation on location:

Cisco IT Engineer configures the router with the default or customized configuration. Activities are carried out according to the prices mentioned in the offer. Delivery to the customer takes place after delivery of the internet connection, according to scheduled appointment. Activities are performed according the offer and the manual Connect Secure 2.0.

2. *Buy a router*

The customer buys the router and directly owns the router. Cisco IT Engineer configures the router with the default or customized configuration. These activities are carried out according to the prices mentioned in the offer. Delivery to the customer takes place after delivery of the internet connection, according to scheduled appointment, or can be send by post. Activities are performed according to the signed offer.

Installation on location:

Delivery to the customer takes place after delivery of the internet connection, according to scheduled appointment. Costs are charged on the basis of subsequent calculation against the rates mentioned in the signed offer.

Send by post:

Cisco IT Engineer configures the router with the default or customized configuration. As agreed the router is sent by post. Router connection is further performed by you own IT Administrator. If you do not have an IT Administrator, CBG Connect can connect the router for you. We refer to the offer for more information about migration costs.

No router needed

If a customer chooses not to purchase a router from CBG Connect, then the customer is responsible for making the right chose for a router and the appropriate configuration of the router. CBG Connect cannot be held responsible, under any circumstances, for an incorrect router choice done by third parties and the use of an incorrect router configuration by third parties and any costs arising from this situation.

In consultation with the customer, CBG Connect can decide to send the configuration to the customer own IT Administrator who performs the configuration of the router. Due to a not configured / or not correctly configured router arise a malfunction of the ICT situation.

In this case CBG Connect cannot be held responsible for any problems or costs resulting from failure or incorrect execution of the configuration. Of course, a Cisco IT Engineer from CBG Connect can still perform the configuration and installation work. Cost are charged on the basis of subsequent calculation against the rates mentioned in the signed offer. Invoice has a payment deadline of 14 days after the invoice date.

Existing internet connection and router

If Connect 1 VoIP is connected on an existing internet connection, the router must meet certain conditions for a working VoIP service. A Cisco IT Engineer will determine whether the existing router is suitable for the VoIP service. The configuration of the router needs to be adapted so that the service can be completed. Therefore, it is necessary that the IT Engineer gets access to the configuration of the existing router. If you deny access to the router, the Cisco IT Engineer will send the needed configuration so your own IT Administrator can configure the existing router. Please note that if the right configuration for the router is not installed, the VoIP service will not work properly.

CBG Connect cannot be held responsible, under any circumstances, for an incorrect router choice done by third parties and the use of an incorrect router configuration by third parties and any costs arising from this situation.

6 Terms

6.1 Contract period

All modules that are offered within the Connect 1 Platform have a contract period of at least 36 months. After 36 months the contract will be automatically renewed with a one (1) month notice. After this period the contracts are monthly terminable. If an upgrade is carried out and there is a change in the service, a further period of 36 months applies.

6.2 Proposal terms

- These proposal terms are an inseparable part of the agreement you will receive.
- This document will show from which parts the Connect 1 Platform exists.
- With these proposal terms you will receive a Connect 1 agreement. The agreement gives you access to the prices of the Connect 1 Platform and can be signed when approved. The agreement can be changed if necessary then you will receive a new agreement.
- All the prices in the agreement are in Euro's and exclusive VAT's.
- All the prices are exclusive assembly costs unless shown differently.
- All the prices are exclusive changes within the network infrastructure and additional solutions.
- All prices are exclusive changes in public infrastructures and additional solutions.
- The agreement is valid until 14 days after date.
- Sold or no longer available of the components needed for the Connect 1 Platform are reserved.

6.3 Processing a command

To process the order correctly, CBG Connect B.V. will need the following documents.

- A signed offer included with information about "the phone numbers that need to be transferred";
- Copy of the extract of the Chamber of Commerce (with new customers);
- Copy ID of authorized signatory, according to the extract of the Chamber of Commerce (with new customers).

7 Documents

7.1 Terms, manuals and additional documents

The following documents, terms and manuals apply on the Connect 1 platform.

If there is a contradiction between provisions and a conflict, we will check the terms, manuals and additional documents in the following order to get a suitable solution for both parties. If there is a conflict with a specific module within the Connect 1 platform, the terms of that specific module are applicable.

To keep the Connect 1 Platform clear and transparent, there is a separate service description for all separate modules within the Connect 1 Platform. These manuals and the other terms can be found on our website. For a direct link to this section on our website, you can click the link underneath.

[Terms Connect 1 Platform](#) (ctrl+ click left button of mouse)

7.2 Precedence of documents

1.
 - Offer Connect 1 Platform
 - [Brochures Connect 1 Platform](#) (ctrl+ click left button of mouse)
 - [Preconditions and Conditions Connect 1](#) (ctrl+ click left button of mouse)
2.
 - All manuals (dienstbeschrijvingen) which apply to the purchased services as indicated in the signed offer or the services which are added later to the customer situation.
[Dienstbeschrijvingen Connect 1 Platform](#)
3.
 - General Terms & Conditions CBG Connect B.V.
 - General Terms ISP services (Service Provider RoutIT)
 - General Terms Connect Secure 2.0 from CBG Connect