YOUR QUALITY IT PARTNER

SERVICE CHARTER

Version January 2020

1 INTRODUCTION

Qcom S.p.A. (hereinafter "Qcom") has based its organisation on a set of values concerning the relationship between the quality that the Customer expects and the degree of satisfaction that the Customer obtains from the services and products received. Matching the expected quality with the quality actually delivered makes it possible to build and consolidate a stable, lasting relationship with Customers, the foundation that constitutes the greatest wealth of every successful business.

The Qcom Service Charter ("Charter") describes the principles and quality parameters of the telecommunications services offered to the public. The Charter has been drawn up in compliance with the general principles described in Resolution No. 179/03/CSP of the Italian Communications Authority, Resolution 254/04 CSP, Resolution 131/06/CSP, Resolution 79/09/CSP and Resolution 400/10/CONS. The General Terms and Conditions (hereinafter "the Contract") governing the services offered by Qcom are consistent with the principles and criteria of this Service Charter; the service description templates contain the additions and specifications that are necessary and specific to each service.

The Service Charter is published on the website www.qcom.it

2 ABOUT US

Qcom S.p.A. was founded in 1997 as a provider of connectivity and datacenter services; today, with 19 years of experience, 79 employees and 4,500 active business customers, it offers exclusive services covering the entire spectrum of telecommunications. Specifically, it provides connectivity (dedicated optical fibre, FTTC and FTTH and HDSL, WDSL and UMTS), datacenter services (hosting, domains, mailboxes, PEC (certified email), physical and virtual servers), IT security services (Cloud Backup and Cloud Securebox), fixed telephony, showcase websites, e-commerce and web marketing services (online advertising campaigns, consultancy). Its headquarters are in Treviglio (BG). Just like the companies of excellence it serves, it has made quality its distinctive and indispensable hallmark.

3 FUNDAMENTAL PRINCIPLES

Equality and impartiality

The provision of the Service by Qcom is based on the principles of objectivity, fairness and impartiality, so as to guarantee equal treatment of Customers under equal conditions and for the same service provided.

Qcom provides its services to all customers in compliance with rules that are the same for everyone. Particular attention will, however, be paid to those belonging to disadvantaged and vulnerable groups of the population.

Information

Qcom undertakes to guarantee its Customers, together with the products and services offered, clear and complete information so as to support the Customer in their decisions. Qcom gives Customers the possibility of limiting or monitoring their level of consumption at no extra cost by consulting online the details of the calls made. At the Customer's request, Qcom provides the call details in paper or electronic format.

Continuity

Qcom undertakes to offer its services on a regular, continuous basis and without interruptions for the entire duration of the contract. Any interruptions or irregular provision of the service to allow maintenance work will be limited to the technical time strictly necessary. Qcom will inform Customers in advance, where of course possible, of scheduled maintenance work involving complete interruptions of the service, indicating on the website www.qcom.it the expected duration and the contact point for obtaining support and further details.

Participation

Customers, individually or through the trade associations to which they belong, may exercise the right to participate by sending documents and making observations and suggestions, which are always taken into consideration to improve the quality of the services offered; Qcom undertakes to respond to such reports within an appropriate time.

Courtesy and transparency

Qcom undertakes to show the utmost courtesy, clarity and transparency towards the Customer and to provide its employees with appropriate instructions to that effect. Qcom employees are required to state their identifier both in personal dealings and in telephone communications with the Customer.

Efficiency and effectiveness

Qcom bases its activity on the criteria of efficiency and effectiveness of services, adopting the most functional technological, organisational and procedural solutions for an advanced, high-quality service.

Concessions for disabled users

In compliance with Resolutions 514/07/CONS and 202/08/CONS, Qcom reserves concessionary contract conditions for its blind and deaf Customers.

For blind users and for users with a blind person in their household, Qcom provides at least 90 hours of free Internet browsing per month or, alternatively, a discount equal to 50% of the monthly subscription cost of flat-rate ADSL.

For deaf users and for users with a deaf person in their household, exemption from the monthly fee for fixed telephony is provided.

4 COMMITMENTS TO CUSTOMERS

Qcom considers quality one of its main objectives. For this reason, it undertakes to activate the services in accordance with the General Terms and Conditions and by agreeing intervention times and procedures with the Customer.

- In the event of unrequested activations or deactivations of lines or contracts or unrequested supplies of goods or services, Qcom will, at its own care and expense, restore the pre-existing technical and contractual conditions or collect the goods concerned.
- Provide a telephone service that the Customer can contact for technical support, to report faults and to request information on the various services provided and on the economic conditions applied.
- Send the invoice at least 15 days before the payment due date; the invoice must be easy to read and contain all the necessary information.
- Enter free of charge, and change at any time on the basis of the instructions received from the Customer, the identification data in the database that includes the numbers of the subscribers to the services of all fixed telephony operators active in Italy and the related identification details, in accordance with the provisions on the processing of personal data used for compiling general telephone directories and for providing the related directory enquiry services to users (in compliance with Resolutions No. 36/02/CONS and No. 180/02CONS of the Italian Communications Authority).

5 THE CONTRACT

Withdrawal conditions

The Customer may withdraw from the Contract at any time by written notice sent to Qcom by registered letter with return receipt or PEC, giving at least 30 calendar days' notice.

In the event of withdrawal, the Customer undertakes and is obliged to pay Qcom the “deactivation charge” as set out in the economic conditions of each Contract.

Any communication from the Customer concerning the right of withdrawal must be sent to the Registered Office of Qcom:

Qcom S.p.A.

Via Roggia Vignola n°9

24047 Treviglio (BG)

or, alternatively, to the PEC address **info@pec.qcom.it**

Billing and payment

Billing (available in paper or electronic format) is carried out in advance for fee-based services (typically data services) and normally monthly in arrears for traffic-based services (typically voice), and the invoice will be sent to the Customer at least 15 days before the due date. Other billing

frequencies may be introduced depending on the specific features of the service offered or on the customer's traffic volumes. For traffic-based services, billing is based on the actual seconds of conversation.

Itemised billing and self-monitoring of consumption

At the Customer's request on 0363 47905, Qcom makes available to the Customer the methods for receiving the itemised invoice details for the calls made.

In any case, the details can be consulted online at any time, including consumption not yet invoiced, so as to allow an ex ante check of consumption in real time (the data are updated to the previous day).

Invoices must be paid in full within 30 days of the invoice issue date, and payment may be made:

- by RID
- by RI.BA
- by bank transfer

Qcom reserves the right to introduce new payment methods in line with the development of payment systems and/or to limit some of them in relation to specific products and/or services offered.

Before the activation of the Service, or during the provision of the Service, Qcom may ask the Customer to provide a Surety Bond or other suitable guarantee, or an adjustment to what was previously requested.

Refund time for billing complaints

In the event of billing complaints, if they are deemed well founded, Qcom will make the refund within 30 days of the conclusion of the appropriate checks and in any case no later than 60 days from the date on which the complaint was submitted by registered letter with return receipt, by fax or by PEC. The amounts due will be credited on the next invoice or paid directly to the Customer.

Maximum response time to Customer complaints

Complaints not concerning billing must be sent to Qcom by registered letter with return receipt addressed to the administrative office of Qcom SpA at Via Roggia Vignola 9, Treviglio (BG), or by PEC to the address **info@pec.qcom.it.** The outcome of the complaint will be communicated to the Customer within 45 days of receipt of the complaint. In particular, if the complaint is rejected, Qcom will communicate its response in writing, giving adequate reasons. Qcom ensures that its Customers' reports and complaints are traceable or attributable.

6 CUSTOMER PROTECTION

Communications with the Customer

Qcom ensures and periodically checks the clarity and comprehensibility of the documents intended for customers and guarantees their accessibility.

Qcom undertakes to keep the levels of its Customer Service in line with market standards. In the event of network congestion or situations generating a high number of calls, Qcom provides for the use of voicemail boxes to allow the customer to state the reasons for the calls and to improve

reachability performance; it also offers a dedicated web contact service.

Privacy protection – Processing methods and inclusion of data in the general directories

Qcom undertakes to process the Customer's personal data and to guarantee their confidentiality in compliance with the provisions of Regulation (EU) 2016/679 ("General Data Protection Regulation" – GDPR) and of the national laws and regulations on the subject. The Customer has the right to be informed in advance, in a comprehensible and transparent manner, of how their personal data are processed; the Customer has the right to give free, differentiated and revocable consent in relation to the different possible uses, including by authorised third parties.

The Customer may at any time decide to change or delete their basic personal data in the general directories for the purposes of information services and of compiling public directories in print or electronic form, or change their consent to the use of such data. To this end, the Customer must contact the specific postal, telephone and online contact points indicated in this Charter. Qcom undertakes to guarantee the right of its customers to be included in the telephone directories available to the public, to check and, where appropriate, correct their data or to ask to be removed from the directories.

The full privacy notice is available at www.qcom.it/privacy.

Conciliation procedure

For disputes between Qcom and the Customer, the criteria, conditions, time limits and procedures for the out-of-court settlement of disputes established by the Italian Communications Authority shall apply; in particular, for disputes identified by measures of the Authority, no legal action may be brought until a mandatory attempt at conciliation is made pursuant to Resolution No. 203/18/CONS of the Italian Communications Authority, "Regulation on procedures for the resolution of disputes between users and operators". Specifically, Article 3 of the aforementioned Resolution provides for the possibility of accessing the Concilia Web platform at the following link: https://conciliaweb.agcom.it.

Call barring and selective blocking

Qcom, in compliance with the provisions of Resolution 418/07/CONS of the Italian Communications Authority and the subsequent supplement 600/09/CONS, provides the Customer with call barring for the numbers specified in the baskets of the aforementioned Resolutions; these numbers may only be unblocked at the Customer's express request.

The Customer may also request selective call barring by sending a request by fax on plain paper or by email, specifying the number(s) to which the barring is to be applied. The Customer may also, by using a confidential PIN code, disable and re-enable calls to area codes other than their own, to mobile prefixes and to international prefixes.

Telephone directories

In accordance with Resolutions 36/02/CONS and 180/02/CONS of the Italian Communications Authority and with the Provision of 15 July 2004 of the Italian Data Protection Authority, the Customer may decide whether and with which data to be listed in telephone directories and in online and offline automated search services, and whether or not to authorise the use of their personal data for the purposes of commercial information, sending advertising material or direct selling. In the absence of an express wish, no Customer will be included in public directories in print or electronic form.

The Customer may at any time decide to change or delete their basic personal data in the directories or change their consent to the use of such data.

Protection of minors

Qcom always and by every means ensures the protection of the principles of human dignity, the protection of minors and of public order and public safety. The protection of minors requires the rejection of all forms of exploitation of child labour and the rejection of all communications and information that may exploit the natural naivety and credulity of minors. Respect for the sensitivity of minors also requires particular and specific precautions in the use of potentially harmful content.

Qcom undertakes to make appropriate use of all the technical tools at its disposal to prevent any improper and illegal use of its services, seeking not to facilitate, even indirectly or accidentally, the commission of offences.

Improper use of the connection

In the event of a police report or fraud concerning the improper use of the network connection by third parties, Qcom suspends payments relating to the traffic reported as fraudulent until the dispute is settled, upon presentation of a copy of the report filed by the Customer with the Competent Authorities. In the event of ascertained fraud, Qcom refunds the payments already made that are not attributable to the Customer.

Failure to comply with the Service Charter

The Customer may report to Qcom any violation of or failure to comply with the principles and standards set out in the Service Charter in one of the following ways:

- by telephone on 0363 47905 – 800 121 997;
- by registered letter with return receipt sent to Qcom S.p.a. - Customer Service - Via Roggia Vignola, 9 - 24047 - Treviglio (BG);
- by email to info@qcom.it
- by PEC to info@pec.qcom.it

7 SERVICES OFFERED

The services

Qcom offers a wide range of Services, all characterised by high levels of quality and technology. The types of Services offered are:

- Telephony: VoIP, WLR and CPS, Phone systems, Freephone Number
- Connectivity: Dedicated Optical Fibre, FTTX, HDSL, ADSL, WDSL and UMTS
- Data Center: Hosting, Colocation and Cloud Virtual Server
- Web: web marketing
- IT Security: securebox and cloud backup

For further details of the Services offered by Qcom, please visit our website www.qcom.it

Service activation time

Qcom undertakes to activate the services within 30 calendar days of the positive outcome of the technical checks, which will take place within 30 days of Qcom's receipt of the signed Contract, except where impediments not attributable to Qcom arise.

The maximum time for activating the service, if the technical checks are successful, will be 60 calendar days from Qcom's receipt of the signed Contract. For the activation times of each specific service, please refer to the relevant Services Annex.

If it proves impossible to proceed with the activation, or if there is a delay in activating the service for reasons attributable to the Customer or to third parties or in any case due to force majeure, Qcom undertakes to communicate the reasons for the delay and, where possible, the activation times. If the delay is attributable to Qcom, the Customer will be entitled to the compensation provided for in point 8 of this Service Charter.

Technical fault resolution times

Qcom undertakes to intervene, initially remotely and, if the fault is not resolved, through specialised technical staff, within 72 hours of the report of the service failure, except in particularly complex cases and/or cases due to force majeure, in which Qcom will in any case try to restore the service as quickly as possible.

If two of the three days following the report are public holidays, the fault will be repaired by the fourth day following the report.

8 SERVICE QUALITY STANDARDS AND 2020 OBJECTIVES

Compensation

Qcom applies the compensation provided for by the Regulation on compensation referred to in Resolution 348/18/CONS, applicable in the settlement of disputes between users and electronic communications operators, in the manner and within the time limits provided for.

The Customer will receive the compensation due after sending Qcom, within 45 days of the failure to meet the specific standard, a registered letter with return receipt or an email to our PEC address given above, containing the compensation request and the relevant reasons.

Please note that:

- the amounts below are to be understood excluding VAT;
- compensation is calculated for all days of the year, including Saturdays, Sundays and public holidays.

Failure to meet the Specific Standards for reasons attributable to Qcom entitles the Customer to request compensation and obliges Qcom to pay it in the amounts indicated below:

Case	Compensation	Method
Delay in activating the service beyond the maximum time limit provided for in the contract	€7.50 per day of delay	Automatic after report
- Ancillary services	€2.50 per day of delay (up to a maximum of €300)	Automatic after report
- Free services	€1 per day of delay (up to a maximum of €100)	Automatic after report
Suspension or termination of the service without grounds or without notice where required: suspension or termination, for administrative reasons, of one or more services without grounds or without notice where required.	€7.50 for each day of suspension	Automatic after report
Malfunction of the service for technical reasons attributable to the operator	€6 per day	On request
Failure to meet the quality standards	€3 per day	On request
Delay in the procedure for changing operator	€1.5 per day	On request
Unrequested activation or deactivation of carrier selection or carrier pre-selection	€2.5 per day	On request
Failure to respond or late response to complaints	€2.50 per day of delay (up to a maximum of €300)	On request

The compensation indicated above shall not apply where the user has used the electronic communications services in an abnormal manner or, in any case, not in accordance with the purpose or the conditions of the contract entered into; the compensation provided for by this regulation is excluded for service failures resulting from or, in any case, connected with such

Compensation for failure to meet fault repair times

In the event of failure to meet the time limits provided for the repair of blocking faults (service interruption) relating to the Voice service provided via direct access (xDSL) and Data, Qcom pays the following percentages of the recurring monthly amounts (fees) provided for in the relevant offer:

- 10% of the fee for 1 to 2 days of delay
- 30% of the fee for 3 to 5 days
- 50% of the fee for 6 to 10 days
- 100% of the fee for 11 to 15 days

- 100% of the fee plus the pro rata daily fee for each subsequent day of delay beyond 15 days

In the event of failure to comply with the provisions on the payment of refunds following complaints submitted by Customers, Qcom pays statutory interest for each day of delay in paying the refund.

2020 Objectives

Qcom considers quality one of its main objectives. In order to monitor the quality of the services provided, Qcom adopts for its services quality indicators in line with the definitions and measurement methods provided for by Resolution No. 179/03/CSP, Resolution 254/04/CSP, Resolution 131/06/CSP and Resolution 79/09/CSP of the Italian Communications Authority and in compliance with the provisions of the Italian Electronic Communications Code. For each calendar year of reference, Qcom sets and updates these standards in relation to the results achieved in the previous year.

The 2020 Quality Objectives are available on our website www.qcom.it/carta-dei-servizi

9 CONTACTS

Technical Support
For technical support:
call 800.121.997 or
write to staff@qcom.it
Monday to Saturday
from 8:30 to 19:30

Service Activation and Contracts
For support on active services, on services being activated and on the contracts entered into:
call 800.121.997 or
write to provisioning@qcom.it
Monday to Friday
from 8:30 to 13:00
from 14:00 to 18:00

Administrative Support
For support on administrative services:
call 0363.197.0495 or
write to amministrazione@qcom.it
Monday to Friday
from 8:30 to 13:00
from 14:00 to 18:00

Sales Support
For information on new products and services or to speak to your Area Manager:
call 0363.197.0491 or
write to commerciale@qcom.it
Monday to Friday
from 8:30 to 13:00
from 14:00 to 18:00

Calls to the Support numbers may be recorded in order to verify any problems with callers reported by the operators or any complaints from users about the support service provided.
During the call, the customer will be informed in advance of the start of the recording

by means of a short recorded information message. If the customer does not end the call after listening to that information message, they will be deemed to have consented to the recording.

Please note that alternative methods of accessing the Support service are available, such as Live Chat and Mail (www.qcom.it/assistenza).

The full privacy notice, including the methods of processing recorded calls, is available at www.qcom.it/privacy

10 VALIDITY OF THE SERVICE CHARTER

This Service Charter will remain valid until a more up-to-date version is published on the Qcom website.

This document is an English translation of the original Italian document and is provided for ease of reference. The translation may contain errors, omissions or inaccuracies. In the event of any discrepancy or inconsistency between this translation and the Italian original, the Italian original shall prevail to the extent permitted by applicable law.