SPECIFIC SERVICE CONDITIONS
CONNECTIVITY – 09/2019

Clauses applicable to all Connectivity services

1. Upon activation of the connectivity Service, unless otherwise indicated in the Contract, Qcom will grant the use of the equipment for terminating the connection and for networking functions. The Customer shall in any case be free to enter into separate and specific contracts for the purchase, rental and maintenance of the products/equipment provided as optional components of the service directly with the manufacturers or with authorised dealers, or in any case with parties other than Qcom. In these cases, Qcom cannot be held liable for the maintenance and support of those products, nor for any incorrect or faulty operation or interruption in the supply of the Service due to causes attributable to the maintenance of the aforementioned products/equipment. Should certain systems/equipment/services of the Customer that are not supplied by Qcom under the Contract no longer be compatible with the new configurations made necessary as a result of the technological obsolescence of the hardware and software components related to the functionality of the Service, the Customer may: a) adapt, at their own expense, their systems/equipment/services that are not compatible with the new configurations; or b) refuse to carry out the above adaptation. In this case, Qcom will no longer guarantee any type of service level (Service Level Agreement or SLA) or the correct provision of the Service. Qcom cannot be held liable for the use of the hardware equipment and network terminals available to the Customer. Qcom cannot be held liable for direct and/or indirect damage caused to the Customer and/or to third parties, including the Customer's staff, arising from the incorrect or negligent use of the equipment, or from other causes not attributable to Qcom. Therefore, the Customer shall indemnify and hold Qcom harmless from any request, action or claim made in any way by third parties for compensation for damages.
2. Upon activation of the connectivity Service, the Service may be supplied through the infrastructure owned by a third-party company, which enables the supply of the Service, and through the equipment located at the Customer's premises and held by the Customer under any title, in the manner specified in the Contract. Qcom may use its own and/or international connection standards, equipment and programs, and reserves the right to change them according to its needs, notifying such changes in advance to the Customer, who, in the event of absolute and manifest incompatibility with their own equipment, shall have the right to withdraw from the Contract by registered letter with return receipt or PEC (certified email), to be sent to Qcom no later than thirty days from the date on which Qcom notified the Customer of the change.

FTTH (DEDICATED OPTICAL FIBRE)

Features The activation times of the FTTH service are to be understood as net of the time needed to obtain any permits for laying/ excavation work on public land and/or third-party land, or of any suspensions requested by the Customer to ensure the availability of the premises and cable routes on private property that are essential for the supply of the requested services. Should the suspension requested by the Customer last for more than 60 days from the date on which the necessary adaptations were communicated, Qcom shall be entitled to consider the service order cancelled and to charge the Customer the costs indicated below.
Should the Customer request the cancellation of an activation order already submitted to Qcom but not yet fulfilled, the Customer will be charged:

- if the cancellation takes place within 10 calendar days of the order date: an amount equal to €200.00 or to 10% of the activation fee;
- if the cancellation takes place after 10 calendar days from the order date: an amount equal to €800.00 or to 50% of the activation fee.

Notwithstanding the GTC, in the event of relocation or upgrade of the line, the service start date will be changed and will run from the activation of the relocation
or upgrade.
Deactivation Fee of €250.00.
Early Withdrawal 100% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.
Service activation times 90 calendar days.
Penalty for delay in activation times:
1-2 days of delay: 5% of the monthly fee for the delayed service
3-7 days of delay: 10% of the monthly fee for the delayed service

8-15 days of delay: 30% of the monthly fee for the delayed service
16-30 days of delay: 50% of the monthly fee for the delayed service
Beyond the 30th day of delay: 100% of the monthly fee for the delayed service
Service Level Agreement For this service, in addition to the provisions of the SLA Specific Service Conditions, the following applies: average annual availability (including agreed downtime) 99.60%, Packet Loss <1%, Maximum Latency to the first Qcom POP 30ms. The provision of the FTTH service involves several parties and depends both on the physical efficiency of the "end to end" circuit and on the correctness of the equipment configurations (of Qcom and of third-party operators).

FTTC, FTTH GPON, HDSL and ADSL

Features If the FTTC, FTTH GPON or ADSL Service initially supported on a telephone line is automatically migrated to a "naked" line due to the notice of cancellation, change or migration of the supporting line, the additional fee provided for in the price list in force for lines referred to as "no voice" will be charged. The ADSL service has an Average Transmission Speed (VMT) of 6.2 Mbps in download and 685 Kbps in upload. Notwithstanding the provisions of the GTC, in the event of relocation or upgrade of the line, the service start date will be changed and will run from the activation of the relocation or upgrade.
Deactivation/migration

- FTTC, FTTH GPON, ADSL and HDSL up to 2 Mbps: fee of €70.00;
- HDSL 4 Mbps: fee of €120.00;
- HDSL 6 Mbps: fee of €200.00;
- HDSL above 6 Mbps: fee of €280.00.

Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. If the customer joined the 36-month promotion, in the event of early withdrawal the one-off fee waived at contract signing will also be charged.
Service activation times

- FTTC and FTTH GPON: 40 calendar days;
- HDSL: 45 calendar days;
- ADSL: 30 calendar days.

Penalty for delay in activation times:
1-10 days of delay: 5% of the activation fee for the delayed service
11-20 days of delay: 10% of the activation fee for the delayed service
21-30 days of delay: 20% of the activation fee for the delayed service
Beyond the 30th day of delay: 50% of the activation fee for the delayed service
Service Level Agreement For these services, in addition to the provisions of the SLA Specific Service Conditions, the following applies: average annual availability (including agreed downtime) 99% (4 days), Packet Loss <1%, Maximum Latency to the first Qcom POP 50ms.

WDSL and 4G

Features For the WDSL service, the antenna must be installed by a certified technician. The installation includes a pole up to 3 metres and wall supports, plates or brackets for fixing the pole and wall plugs, up to 40 metres of cable and 4 hours of labour. For the Bridge PTP service, the installation includes two poles up to 3 metres and wall supports, plates or brackets for fixing the poles and wall plugs, up to 40 metres of cable and 8 hours of labour. The Bridge PTP service contract has a minimum duration of 36 months; however, the one-off fee cannot be discounted.
For the Bridge PTP service, the installation of the system at the Customer's premises, necessary for the connection to work, will be carried out after a feasibility check by the technicians appointed by Qcom. The cost of the installation, following the site survey carried out by the technician appointed by Qcom (site survey cost €250 for Bridge PTP, discountable if the service is subscribed) and where the work requires the use of special equipment and/or interventions by the appointed technician, will be notified to the Customer in the "Statement of extra costs for the activation of the connection". Should the Customer not accept the economic conditions in the "Statement of extra costs", they will communicate their wish to close the work order; in this case, they will only be required to pay €250 as reimbursement of the costs actually incurred by Qcom for the preliminary technical activities. Should the installation, repair and/or maintenance and removal of the receiving system provided on free loan require the use of special equipment and/or interventions by the appointed technician, any additional costs incurred will be borne exclusively by the Customer.
Deactivation Fee of €70.00.
Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. If the customer joined the 36-month promotion, in the event of early withdrawal the one-off fee waived at contract signing will also be charged.

WDSL PTP

Features Upon activation of the connectivity Service, unless otherwise indicated in the Contract, Qcom will grant the use of the equipment for terminating the connection and for networking functions. The Customer shall in any case be free to enter into separate and specific contracts for the purchase, rental and maintenance of the products/equipment provided as optional components of the service directly with the manufacturers or with authorised dealers, or in any case with parties other than Qcom. In these cases, Qcom cannot be held liable for the maintenance and support of those products, nor for any incorrect or faulty operation or interruption in the supply of the Service due to causes attributable to the maintenance of the aforementioned products/equipment. Should certain systems/equipment/services of the Customer that are not supplied by Qcom under the Contract no longer be compatible with the new configurations made necessary as a result of the

technological obsolescence of the hardware and software components related to the functionality of the Service, the Customer may: a) adapt, at their own expense, their systems/equipment/services that are not compatible with the new configurations; or b) refuse to carry out the above adaptation. In this case, Qcom will no longer guarantee any type of service level (Service Level Agreement or SLA) or the correct provision of the Service. Qcom cannot be held liable for the use of the hardware equipment and network terminals available to the Customer. Qcom cannot be held liable for direct and/or indirect damage caused to the Customer and/or to third parties, including the Customer's staff, arising from the incorrect or negligent use of the equipment, or from other causes not attributable to Qcom. Therefore, the Customer shall indemnify and hold Qcom harmless from any request, action or claim made in any way by third parties for compensation for damages.
Upon activation of the connectivity Service, the Service may be supplied through the infrastructure owned by a third-party company, which enables the supply of the Service, and through the equipment located at the Customer's premises and held by the Customer under any title, in the manner specified in the Contract. Qcom may use its own and/or international connection standards, equipment and programs, and reserves the right to change them according to its needs, notifying such changes in advance to the Customer, who, in the event of absolute and manifest incompatibility with their own equipment, shall have the right to withdraw from the Contract by registered letter with return receipt or PEC, to be sent to Qcom no later than thirty days from the date on which Qcom notified the Customer of the change.
For the WDSL PTP and Bridge PTP services, the installation of the system at the Customer's premises, necessary for the connection to work, will be carried out after a feasibility check by the technicians appointed by Qcom. The cost of the installation, following the site survey carried out by the technician appointed by Qcom (site survey cost €250 for Bridge PTP, discountable if the service is subscribed) and where the work requires the use of special equipment and/or interventions by the appointed technician, will be notified to the Customer in the "Statement of extra costs for the activation of the connection". Should the Customer not accept the economic conditions in the "Statement of extra costs", they will communicate their wish to close the work order; in this case, they will only be required to pay €250 as reimbursement of the costs actually incurred by Qcom for the preliminary technical activities. Should the installation, repair and/or maintenance and removal of the receiving system provided on free loan require the use of special equipment and/or interventions by the appointed technician, any additional costs incurred will be borne exclusively by the Customer.
Contract duration Minimum 36 months.

Deactivation Fee of €70.00.

Early Withdrawal 100% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid.

QBALANCER

Features Unlimited calls to national landlines included; calls to national mobiles included up to 2,000 min/month, €0.07/min above the threshold; calls to special numbers (NNG/premium or international) charged on a usage basis, price list available on the website www.qcom.it.

Deactivation Fee of €50.00.

Early Withdrawal 70% of the total consideration agreed in the contract (charged in a single payment), after deducting the amounts already paid. If the customer joined the 36-month promotion, in the event of early withdrawal the one-off fee waived at contract signing will also be charged.

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