

Change Notice 5

Dear Licensed User,

In accordance with the EFETnet Accession Agreement/Licensed User Agreement (Clause 7.3), we therewith notify you of changes of the EFETnet General Terms and Conditions (GTC) as published on www.efetnet.org.

Replacement of Definition of “Ponton”

To provide scope for broadening the choice of services that EFETnet provides to Licensed Users the following change is proposed to be introduced to the GTCs.

The EFETnet GTC includes a defined reference:

“Ponton” means Ponton Consulting GmbH, Dorotheenstraße 60, D-22301 Hamburg, Germany.

This definition is proposed to be replaced by the following definition:

“Third Party Supplier” means the relevant independent company or companies contracted by EFETnet to supply software products or services (or both) that constitute all or in part the software products or services (or both) procured by EFETnet for Licensed User.

References to “Ponton” in the EFETnet GTCs will be replaced with “Third Party Supplier” and the following interpretation principles shall apply to the EFETnet GTCs in respect of this proposed change:

- (i) if a Licensed User is required to notify in writing, or communicate with, a Third Party Supplier under any part of the EFETnet GTCs, the Licensed User shall request from EFETnet the name and details of the relevant Third Party Supplier in that context and will notify, or communicate with, the Third Party Supplier named by EFETnet;
- (ii) if a Licensed User is required to assist, co-operate, provide information, access or make itself available to a Third Party Supplier under any part of the EFETnet GTCs, Licensed User shall comply with such obligations in respect of that Third Party Supplier notified to it by EFETnet as being the appropriate person in that context; and



- (iii) References in the EFETnet GTCs to "Ponton Claims" shall be deemed to be references to "Third Party Supplier Claims".

Action Required by Licensed User

Please review these changes carefully and let us know by 15th August 2010 whether you have any concerns about the changes made. This letter constitutes the Change Notice according to Clause 7.3 of the Accession Agreement.

Save for the proposed changes set out in this Change Notice, the EFETnet GTCs shall continue in full force and effect.

The provisions of Clause 12.7 of the GTCs shall apply to any dispute, controversy or claim arising out of this Change Notice.

As you are aware for the purpose of efficiency we have transferred the provisions of the EFETnet Software Licensed User Agreement to the GTC posted on internet at www.efetnet.org. In the event of receipt of Change Notices, such as this one, we invite you also to refer to the site as a central reference for our standard terms of business as they change over time.

Be reminded that your consent is deemed to be given if we do not receive your objections in writing by the date mentioned above and the changes will take effect without further action being necessary.

Best regards

A handwritten signature in blue ink, appearing to read 'Hugh Brunswick', is written over a faint, larger version of the signature.

Hugh Brunswick,
Managing Director, EFETnet