

Service Level Agreement.

Internet - Telephony - Television - Network

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Effective Date 13 April 2015

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1 Introduction

This Service Level Agreement ('SLA') constitutes part of the Service Contract, concluded by and between the Customer and Ziggo Zakelijk Services B.V. ('Ziggo'), for one of the Services of Ziggo described in this part. The SLA applies to other and/or new Services which are not described herein as soon as the Parties agree on the same. This SLA applies to the order, delivery and supply of Ziggo Services. This SLA describes the quality of the Service and the associated procedures and processed. Further terms and conditions specifically applicable to the Services are set forth in the Acceptable Use Policy ("AUP") ((ziggo.nl/zakelijk)) and in the General Terms and Conditions. Special and/or deviating terms and conditions may be included in the Service Order. In case of deviations and/or discrepancies between the terms and conditions of the binding Service Order and this SLA, the Service Order shall prevail. The definitions included in the General Terms and Conditions shall, when written with a capital letter, equally apply to this SLA. As of 13 April 2015 Ziggo uses a new name for its Services. This does, however, not alter the Delivery of Services itself. As the new SLA shall also apply to the existing Delivery of Services, Ziggo includes a renaming table below. In case correspondence, communication or contractual documents alternate the use of the old names and the new names this shall not affect the applicability of the General Terms and Conditions, AUP or SLA of Ziggo and these shall remain in effect undiminished.

Cluster:	Old name:	New name:
Netwerken	Priority IP VPN	IP VPN
	Priority Leased Lines	Leased Lines
	Priority Ethernet VPN	Ethernet VPN
	Priority Colocation	Colocation
Internet	Priority Corporate Internet	Corporate Internet
	Priority Hosting	Hosting
	Priority SchoolConnect	SchoolConnect
	Priority Internet	Internet
Telefonie	Priority ISDN	ISDN
	Priority VoIP	VoIP
	Priority CPS	CPS
	Priority Telefonie	Telefonie
	Priority Contact Center Services	Contact Center Services
Wholesale	Priority Wholesale VoIP	Wholesale VoIP

These terms and conditions apply in areas in which the services of Ziggo were provided under the name UPC Business (the trading name of UPC Nederland Business B.V.) until 13 April 2015. The name UPC Nederland Business B.V. has been changed to Ziggo Zakelijk Services B.V. as of 13 April 2015.

1.1 De Diensten van Ziggo

This SLA applies to the Services of Ziggo mentioned below (internet, data and voice services) in combination with a binding Service Order for the relevant Service(s).

1.1.1 Internet and Corporate Internet and SchoolConnect

- A managed, end-to-end internet connection;
- Optionally managed router;
- Speeds from 256Kbps up to variable Gbps in multiple edition;
- Flexible bandwidth with CIR (Committed Information Rate) and variable contention rates.

1.1.2 Telephony, ISDN and VoIP

- Extensive voice service with control and management reports;
- Sophisticated voice routing such as for 088 numbers and VoIP migration tools;
- Flexible options such as ISDN2, ISDN8, ISDN20, ISDN30, SIPGateway or SIPTrunk;
- Service is based on ETSI Euro ISDN, SIP or H323 protocol.

1.1.3 Leased Lines

- Network solution based on leased lines;
- Flexible options such as Wavelength, SDH, Ethernet, Optical;
- Speeds from 2 Mbps up to 2.5 Gbps;
- Especially designed for business critical voice and data traffic services;
- Customers can build and manage their own network.

1.1.4 Ethernet (Service for multiple connections)

- Ethernet network service for data and voice traffic;
- Possibility for 2 (Ethernet Leased Line) or more (Ethernet VPN) connections;
- Line speeds from 128kbps up to 10 Gbps;
- Various connection possibilities consisting of Corporate Connections with fixed capacity, with the possibility of 'bursting' to the line speed and Broadband Connections consisting of (a-) symmetric bandwidths with various contentions;
- Online reporting with information about up to date traffic levels and transmission quality.

1.1.5 IP VPN (Service for multiple connections)

- An IP VPN solution for the connection of all Locations, employees and partners for the use of voice and data traffic;
- Possibility to reduce the total cost of ownership as a result of one integrated network with lower management costs;
- Thanks to Class of Service ('CoS') and online reports you can easily manage your network;
- Easy implementation of new applications, such as VoIP (Voice over IP), CRM and ERP software.

1.1.6 Contact Center Services ('CCS')

- Network based solution for 088/0800/090X information number service;
- Sophisticated Call Flow Script (net number routing, employee availability routing, etc.);
- Voice Response options (IVR menu, waiting row with prioritising, voice prompts, etc.);
- CCS web tool for WebMonitoring, WebControl and WebReporting.

1.1.7 Co-Location

- Specialised stacking area for your data and telecommunication equipment in a safe and controlled environment;
- Certified according to the stringent BS7799 standard;
- 24x7 controlled access, multiple back-up electricity systems, fire detection and fire extinguishing systems;
- Intelligent Hands; service and installation of your equipment by certified personnel.

1.1.8 Hosting

- Network based solution for domain name hosting, email boxes and website hosting;
- Optionally the real-time management by an online self-care interface.

1.1.9 CPS

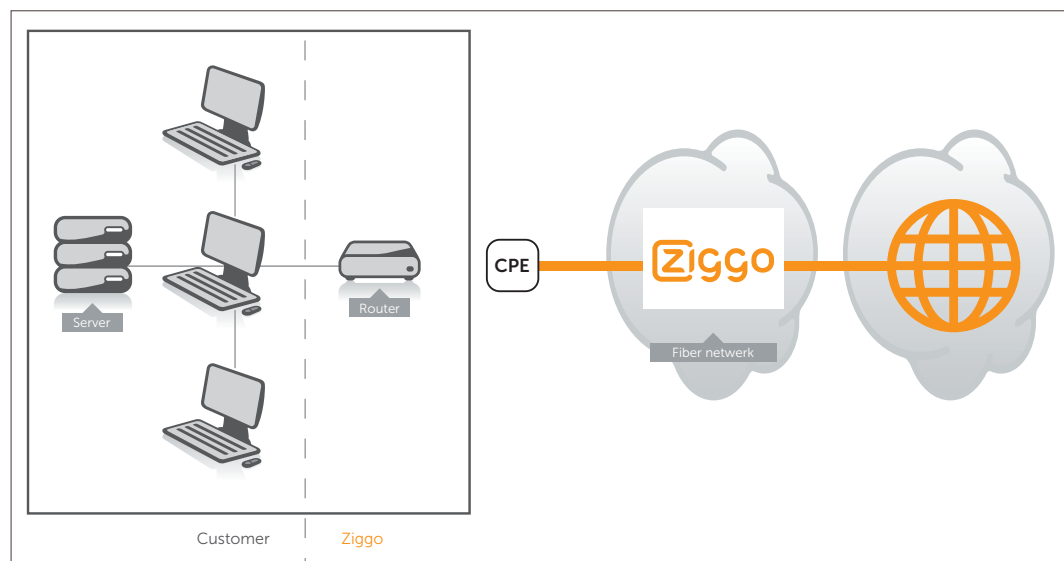
- Carrier Select and Carrier Preselect service where Ziggo processes the whole or part of the outgoing voice traffic of a KPN connection of the Customer;
- Optionally with cost center allocation

Ziggo shall select, to the best of its knowledge, the most suitable underlying access technology for all Services in order to be able to deliver the largest possible reliable and optimal performances (this may regard glass fibre, copper, coax or another technology). Ziggo uses two service levels, Corporate and Broadband Connection, to connect the Location of the Customer to the infrastructure of Ziggo. The service level also depends on the selected connection technique. The Customer should personally render a copper connection line available for each Connection (at the discretion of Ziggo) of the Broadband Connection type without services (of third parties) being delivered on the same unless a New Line Service (NLS) is requested in the Service Order. The Customer is responsible for keeping this connection line available during the Service Term. The request for an NLS regards an obligation of best intents on the part of Ziggo. If only an NLS Type 3 appears to be available Ziggo cannot deliver this and the Customer should personally take care of an NLS connection line. With regard to the Service in question for which the NLS Type 3 is required article 4.3 of the General Terms and Conditions of Ziggo equally applies. If the Delivery of Services requires a coaxial connection it also applies that the Customer shall be responsible for the timely availability and preservation of the same during the Service Term.

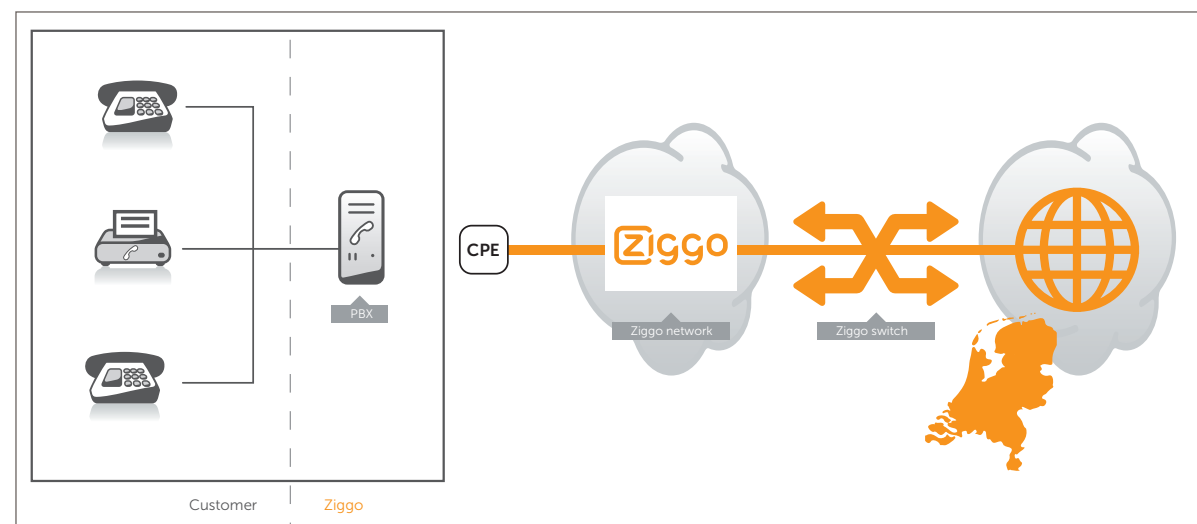
2 Demarcation of the Services of Ziggo

The Services of Ziggo are managed 'end-to-end'. The diagrams below depict the (virtual) Demarcation Points of the Services with the associated responsibilities of the Customer as also of Ziggo for the Network Infrastructure, the CPE and Peripherals of the Customer. It could be that the physical Connection Point described in the General Terms and Conditions deviates from the Demarcation Points depicted below. Pursuant to the Service Contract Ziggo is responsible for the management and Delivery of the Service, insofar it regards Ziggo' side of the Demarcation Point in the diagrams depicted below.

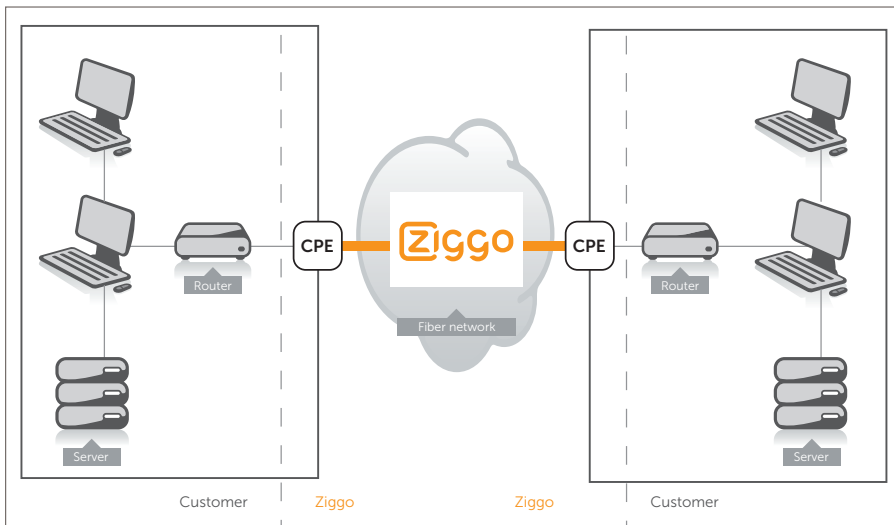
Corporate Internet (optionally a managed router as part of the service)



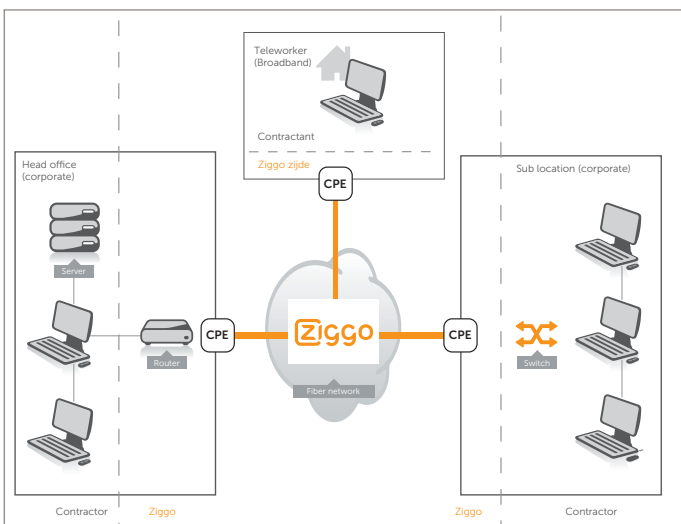
ISDN



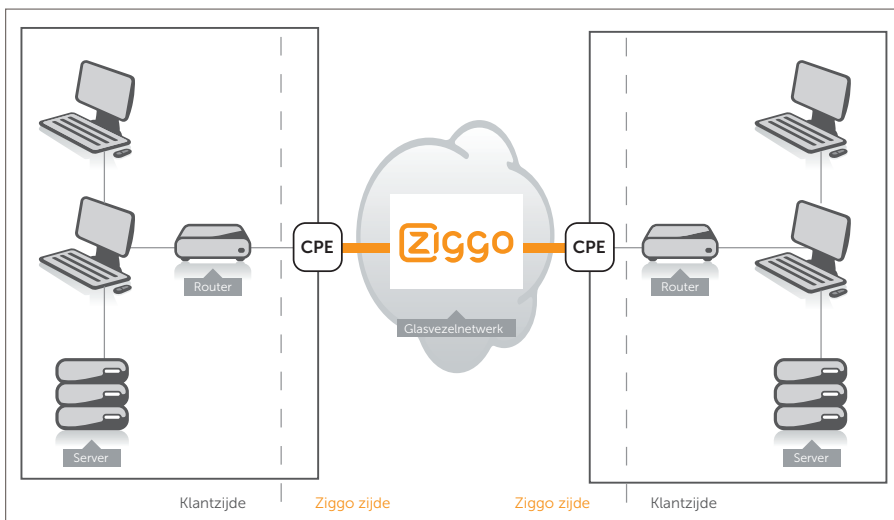
VOIP



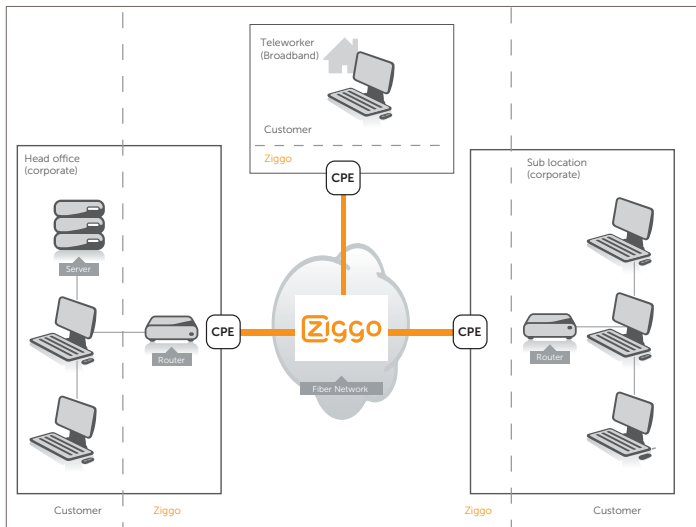
Ethernet



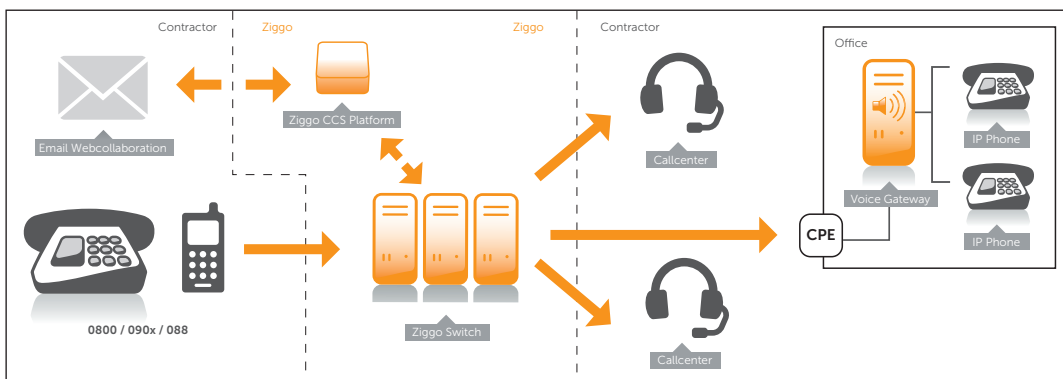
Leased Lines



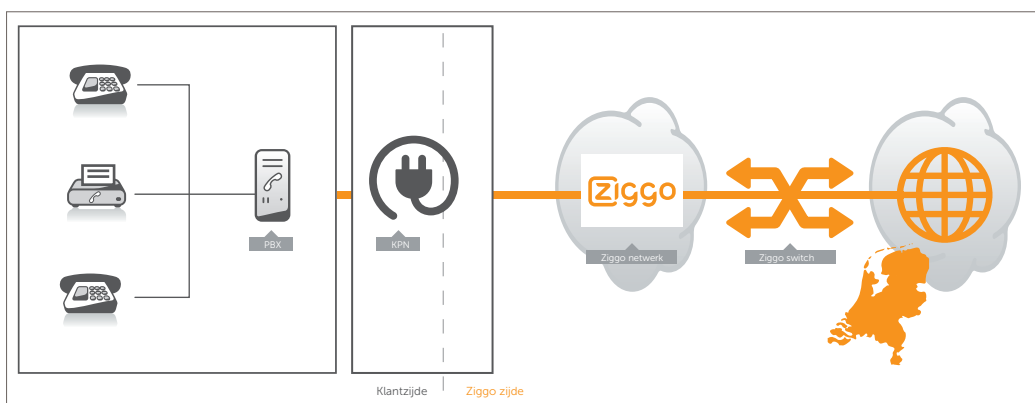
IP VPN



Contact Center Services (CCS)



CPS



3 Delivery of the Service(s)

Ziggo starts the Delivery of the Services after the completed Service Order is signed in conformity with the General Terms and Conditions. Relevant technical details, the CPE, Peripherals and information about the Location of the Customer which are important to the Service and/or this SLA are exclusively included and stipulated in the completed Service Order and the possibly thereto pertaining technical questionnaire.

Ziggo aims to deliver the Services within following timelines.	
Corporate Connection On-Net	6 weeks after acceptance of the signed Service Order of the contract party.
Broadband Connection	9 weeks after acceptance of the signed Service Order of the contract party.
Corporate Connection Off-Net	14 weeks after acceptance of the signed Service Order of the contract party.
Contact Center Services, Hosting en CPS	11 weeks after acceptance of the signed Service Order of the contract party.
LL op basis van WLL	14 weeks after acceptance of the signed Service Order of the contract party.

Ziggo pursues to deliver the Services within the lead times mentioned below. As first step in the Delivery Process Ziggo determines, in consideration of the Requested Delivery Date of the Customer and the lead time, the Delivery Method and the type of CPE to be used. In this context Ziggo may conduct a site survey. The Requested Delivery Date of the Customer as mentioned in the Service Order by the Customer does not constitute a guaranteed Delivery Date. Parties shall conjointly carry on planning meetings. Ziggo pursues to communicate the Committed Delivery Date to the Customer within 10 Working Days following receipt of the (signed) Service Order of the Customer.

3.1 Delivery of the Service(s)

Ziggo shall confirm the Customer either verbally or in writing (such to include email and web portal) when the Service is delivered. If this takes place in writing, the confirmation should contain the Delivery Date. For questions about the Delivery Process the Customers may contact the Customer Care Department of Ziggo. Minor Delivery Faults, such as non-functioning of specific functionalities, which defects would, after the Delivery, not qualify as Fault Severity Level 1, can, within reason, not hinder the Delivery. It goes without saying that Ziggo shall repair these as soon as possible.

3.2 Service Credits in connection with late Delivery of the Service.

If Ziggo can, unexpectedly, not comply with a Committed Delivery Date for a Service, the Customer may, in accordance with this paragraph, request for a Service Credit. This depends on the applicable service levels and whether Service Credits are applicable. Service Credits only apply to Corporate Connections with a standard or enhanced service level and to Broadband Connections with an enhanced service level (reference is made to articles 5.3 and 5.4).

Delivery (Date)	Service Credit
One (1) Working Day or more after the Committed Delivery Date	5% of the Monthly Charges per extra Working Day, up to a maximum of 50% of the Monthly Charges for the relevant Service*

* With regard to Service Contracts where multiple Services are ordered all in once Service Credits only apply to the separate Service which is delivered in an untimely manner and not to all Services.

The Service Credit applies to the Monthly Charges for the relevant Service, excluding options and usage. A Service Credit in connection with a Late Delivery of the Service does not apply in case of Force Majeure or in case specific circumstances, attributable to the Customer, prevent Ziggo from accomplishing the Committed Delivery Date. These kinds of circumstances comprise: delays caused by the Customer (or by third parties hired by the Customer), delays during the acquisition of a permit of the local government and associated reasons, a deviation or Change with respect to the Service Order, the fact that the Customer is not present at the Location upon Delivery of the Service or other reasons set forth in this SLA or in the General Terms and Conditions. Within three (3) calendar months following the Delivery Date the Customer may in writing request a Service Credit due to late Delivery of the Service whereby all information required for the identification of the Service (or connection) needs to be presented. This request can be submitted to the Customer Care Department. The Service Credit is provided by Ziggo in the form of a credit in the calendar month(s) after the request for a Service Credit has been filed, if Ziggo agrees that the Customer is entitled to the Service Credit.

4 Change Management

Ziggo pursues to process Minor Changes for a Service within five Working Days. These kinds of Changes can be requested in writing, by regular mail, facsimile or email, as also by web portal or telephonically. Minor Changes are Changes as defined by the Remote Change Form (available at www.upcbusiness.nl) of the Service(s) in question which can moreover be carried out during office hours. If Changes do not comply with this, the Changes fall under the definition of Major Changes. Minor Changes can, if necessary, be submitted as Major Changes through Account Management. Major Changes may last more than five Working Days and comprise Relocation, capacity upgrades, activities outside of office hours and Changes which require expansion on the Network Infrastructure of Ziggo. For Major Changes an application is submitted to Ziggo. Ziggo shall subsequently provide an indication of the delivery time, costs and other consequences of the Major Change. Minor Changes do not require a new Service Contract and the original Service Term remains in effect. The Customer may request Changes and ensures that the requested Changes are submitted to Ziggo by duly authorised representatives of the Customer. After Ziggo completed a Change this is confirmed either in writing, by regular mail, facsimile or email, or by web portal or telephonically.

4.1 Relocations

The Relocation of a Service, which implies a Major Change, is held to constitute a mutually agreed termination of the original Service Order and the conclusion of a new Service Order. The new Service Contract needs to be signed correctly in conformity with the General Terms and Conditions. A Committed Delivery Date does not apply to Changes as the lead times are merely indicative.

4.2 Lead Times for Changes

Ziggo pursues to process Changes within the lead times mentioned below.

Category	Runtime for change	Example
Changes done at distance Changes in configuration	4 working hours or less	Change of a access supervise report Change of gate installations Change CHCP-options
Small change	5 workdays or less	Change of billing address Order of an extra option
Elaborate change	More than 5 workdays	Upgrade of capacity Change of service

4.3 Requesting Changes

A Customer who would like a Major Change should contact the Sales Department of Ziggo. For Minor Changes and remotely executed Changes in the configuration Customers can contact the Customer Care Department of Ziggo (reference is made to the information under 9).

5 Availability and Service Levels

Ziggo pursues to prevent Faults proactively. Should Faults of a Service yet occur, Ziggo pursues to fully repair these as soon as possible. Faults occurring during a Maintenance period, Faults because the Location of the Customer does not comply with the environment requirements, Faults due to the incorrect configuration of Peripherals, Faults due to unauthorised adjustments by the Customer (or by a third party hired by the Customer), Faults because the Customer does not comply with the other obligations deriving from the Service Contract and Faults caused by Force Majeure are excluded from the provisions relating to Repair Time and Availability Calculations. Ziggo may, at its own discretion, inspect the Location and carry out repairs on Location. The Customer shall at all times provide access for the repair of a Fault or Maintenance. The Parties shall, where necessary, cooperate in order to support the examination and the repair of the Service and are always obliged to limit possible costs and damages as much as possible.

5.1 Availability

Availability is the percentage of time during which the Service was available to the Customer as measured by Ziggo during one Contract Year in accordance with the following calculation.

$$\text{Availability} = 100\% - \frac{\text{Sum of the Repair Time (Severity 1) per Contract Year in minutes}}{(\text{Contract Year total minutes})}$$

Basic, Standard and Enhanced Availability are measured on an annual basis between the Connection Point(s) of the separate Service.

5.2 Reporting a Fault

The Customer shall inform Ziggo telephonically, by facsimile or by email of a Fault and report this together with all information required to identify the Service (or the connection). As soon as the Customer discovers a Fault and registers the same as described above at the Customer Care Department of Ziggo, a so called Trouble Ticket is generated and registered and the Repair Time starts running. Ziggo regularly informs the Customer until the Fault is repaired. The period as of registration of the Trouble Ticket by the Customer Care Department of Ziggo until the Fault has been repaired is referred to as the 'Repair Time'.

The Faults mentioned in the Trouble Tickets are divided in the following levels:

Severity Level 1 Service no longer/not available, for example:

- not able to, for the benefit of, among other things, ISDN, VoIP, conduct or receive telephone calls;
 - Information Number or platform does not function for CCS;
 - cannot connect to the internet with the help of Corporate Internet (total loss of internet connectivity with packet loss of > 50%);
 - cannot send data over the Leased Line;
 - cannot gain access to/from a location for IP VPN / ethernet VPN.
-

Severity Level 2 Deteriorated Service/part of the Service not available, for example;

- issues dialling a specific destination on ISDN, VoIP;
- an option is not working properly but the telephone calls are processed (for example on CCS);
- packet loss on the physical line to the Network Infrastructure on Corporate Internet (loss of internet connectivity with packet loss of < 50%);
- data errors on a Leased Line;
- slow connection IP VPN / Ethernet VPN;
- CSS Web Tool for the implementation of Changes and/or the request for reports is not available or malfunctions.

Before reporting a Fault the Customer should verify if the Fault falls within the domain of Ziggo and/or can be attributed to Ziggo. Ziggo shall be entitled to charge its costs on the basis of actual costing in case of a Fault which can evidently be attributed to the Customer

5.3 Service Levels Corporate Connection

As a contracted client of Ziggo, using a Corporate Connections for your service (please check your Service Order), you can expect following service levels. On Hosting, CPS, Colocation and Contact Center Services Ziggo delivers Corporate Connections with a standard service level.

	Corporate Connection		
SLA	Basic	Standard	High
Target-% Availability	99.8%	99.9%	99.98%
Service hours	24x7	24x7	24x7
Recovery hours	office hours	24x7**	24x7**
Recovery lead time	< 8 hours	< 4 hours*	< 2 hours*
Credit**	No	Yes	Yes

On Leased Lines based on Wavelength these Corporate Connections service levels are also available, but with a different target for availability. These are given in below table.

	Corporate Connection obv Wavelength		
SLA	Basic	Redundant	High-Redundant
Target-% Availability	99.8%	99.98%	99.995%

All service levels in above tables are not available on the last part of a connection, when this connections os part of the copper network (for example the KPN deliverd Unbundled Local Loop).

* Noted recovery hours and –lead times are for Level 1 disturbances. For Level 2 disturbances the hours and lad times as mentioned in the column “basic” are valid.

** Credits are valid for late delivery of the service (base don the committed delivery date) and/or for late recovery (base don recovery lead time).

5.4 Service Levels Broadband Connection

As a Customer of Ziggo you can expect the following service levels in case of a Service (reference is made to your Service Order) based on a Broadband Connection (not all service levels are available for all Ziggo Services). All service levels described in the table above do not apply to the (last) part of the connection which consists of a connection via the copper connection network, if any (e.g. the unbundled local loop offered by KPN).

	Broadband Connection		
SLA	Basis	Standard	Enhanced
Target Availability %	99,6%	99.8%	99,9%
Service hours	Office Hours	Office Hours	24x7
Recovery hours	Office Hours	Office Hours	24x7**
Recovery lead time	Next Working Day*	< 6 hours**	< 4 hours**
Credit***	Nee	Nee	Ja

* Next Working Day.

** Fault Severity Level 1 applies to these Repair Hours and Repair Time. The times mentioned in the ‘Basic’ column apply to Fault Severity Level 2.

***A Service Credit applies to late Delivery of the Service (on the basis of the Committed Delivery Date) and/or for late repair (on the basis of the Repair Time).

5.5 Status Updates and Repairs

Ziggo provides status updates about Faults to the contact person indicated by the Customer. The contact information of the Customer Care Department is included in this SLA under 'Contact Information' (under 9). After Ziggo repaired a Fault the Repair Time comes to an end. The Customer shall telephonically, by email, by web portal or by facsimile be informed of this by Ziggo.

5.6 Service Credits for Repair Time

If applicable, the Customer may in writing request a Service Credit for Repair Time if the Repair Time exceeds the standard for a Fault Severity Level 1 set forth in the aforementioned service levels. This depends on the type of connection and the applicability of the service levels. The request should be filed in writing within three calendar months following occurrence of the Fault. This request should contain the proper information in order to identify the Service or the connection which has been repaired. The Service Credit shall never exceed a maximum of 100% of the Monthly Charges of the repaired Service. The minimum Service Credit in case a standard for Repair Time set forth in the service level is exceeded amounts to EUR 50.00.

Repair Time	Service Credits for Fault Severity Level 1
1st hour exceeding the standard for Repair Time	10% of the Monthly Charges* with a minimum of EUR 50.00
Additional hours exceeding the standard for Repair Time	5% of the Monthly Charges* per hour with a maximum of 100% of the Monthly Charges* of the repaired Service

* For Service Contracts with multiple Connections the Service Credit exclusively applies to the separate, repaired Connection and not to all Connections. The Service Credit applies to the Monthly Charges for the relevant Service, excluding options and usage. The Service Credit is provided by Ziggo in the form of a credit on the Monthly Charges in the calendar month(s) after the request for a Service Credit has been filed, if Ziggo agrees that the Customer is entitled to the Service Credit.

6 Escalation Route

Ziggo has an internal escalation route so that Faults divided into Severity Level 1 or 2 are given sufficient and appropriate attention. The table below depicts the escalation routes.

	Severity	Level 2
1 hour before the standard for the Repair Time is exceeded	Senior Technical Service Agent	
1 hour after the standard for the Repair Time is exceeded	Manager Customer Operations	Senior Technical Service Agent
2 hours after the standard for the Repair Time is exceeded	Director Business Operations	Manager Customer Operations
24 hours after the standard for the Repair Time is exceeded	General Manager Ziggo	Vice President Business Operations

7 Maintenance

Ziggo is allowed to carry out Maintenance on its Network Infrastructure in order to execute upgrades and other sorts of Maintenance and in order to offer optimal delivery of services. Ziggo pursues to carry out Maintenance outside the common office hours and to, from a professional point of view, make every reasonable effort to agree on a suitable time with the Customer to keep the number of Faults and other inconveniences due to Maintenance as limited as possible. Ziggo shall at all times pursue to keep the duration of the Maintenance as short as possible in order to offer optimal delivery of services. In connection with the execution of Maintenance the Customer shall at all times provide access to its Location.

7.1 Announcement Scheduled Maintenance

Ziggo shall inform the Customer of scheduled Maintenance at least five Working Days in advance.

7.2 Maintenance Window and Expected Total Duration

Ziggo reserves the right to carry out Maintenance between 01:00 and 07:00 o'clock at night. The expected total duration of scheduled Maintenance which may lead to a Fault amounts to six hours per Contract Year.

7.3 Emergency Maintenance

In some instances possible emergency maintenance may, however, be required and Ziggo reserves the right to at all times and without notification carry out emergency maintenance. Ziggo pursues to in these instances inform the Customer in advance.

7.4 Remote Monitoring

Ziggo remotely monitors the status of the Services to be delivered to the Customer 24 hours a day, 7 days a week whereby various tools and techniques are used.

8 Environment, Security and Peripherals

The Customer should ensure that the environment on Location at the Customer offered to Ziggo for the benefit of the Facilities (for example the CPE installation) is suitable for the installation and use of telecommunication equipment. The Customer should inform Ziggo of all important changes occurring in this environment during the service term. Unless otherwise agreed upon or unless the prior approval of Ziggo is obtained, the Customer shall not be allowed to configure or relocate the CPE or other Facilities. If the Customer intends to make use of an emergency power supply (for example UPS equipment) it falls under the responsibility of the Customer to offer the relevant equipment.

8.1 Essential Environment Elements

The Customer is responsible for the availability of the following elements:

- electronic power supply that complies with EN 50160, with clean, electrical earth of < 5 ohm (the voltage of 220V in the Netherlands);
- temperature: 20°C +/- 3°C;
- humidity: 50% +/- 10%, without condensation;
- standard ETSI cabinet or a construction attached to the wall at a clean, dust free Location of the Customer.

8.2 Desired Environment

- environment computer room (modular antistatic floor, HVAC, UPS secured power supply, fire alarm, fire extinguishing and access security systems);
- separate power circuit, with own circuit breaker/fuse;
- proper lighting for the engineers so that they can work without temporary additional lighting – preferably 400-500 lux;
- Connection of the Peripherals of the Customer or other equipment.

8.3 Security

The Facilities (with the inclusion of the CPE) need to be secured and properly insured by the Customer as set forth in the General Terms and Conditions. The Customer commits to prevent damages of, deterioration to and other interventions in the Facilities of Ziggo. The Customer is responsible for the secure storage of the Facilities of Ziggo.

8.4 Customer Peripherals

The Customer Peripherals that need to be connected to the Connection Point of Ziggo should dispose of a safety and quality mark of an accredited European test institution (in conformity with the EN 61000-3-2 standard) and should comply with the Dutch Telecommunications Act. The Customer is only allowed to connect Peripherals with deviating specifications if the prior approval in writing of Ziggo is obtained. The Customer is obliged to report its own scheduled maintenance in advance in case this could result in a failure of the Service detectable by Ziggo (such as power cuts).

9 Contact Information

Ziggo Zakelijk Services B.V.
F.a.o. Customer Care Department
P.O. Box 43048
3540 AA Utrecht

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ziggo.nl/zakelijk

088 12 12 500 | ziggo.nl/zakelijk
normaal tarief



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