



Enterprise Business Unit Solutions

# Contractual Service Description

## Phone Line Enterprise

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Sensitivity **Confidential**

proximus

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## 1. Introduction

Phone Line Enterprise<sup>1</sup> (here in after the 'Service') is a Service that provides Customers with public telephony services. The Service allows the Customer to establish voice communications at any time, with all the other Proximus telephony connections, and with all other fixed and mobile public telephony networks linked to that of Proximus and vice versa.

The Service includes one Belgian geographic fixed phone number. The Service enables maximum 1 call at a time (1 Voice Channel). The Customer benefits of the necessary Voice prioritization (QoS or CoS) to ensure the voice quality.

The Service is available in 2 flavors depending if the Customer wants to use the Proximus Access Line underlying the Service exclusively for its voice traffic or to combine its voice and data traffic on a single Access Line:

- Standard flavor: the Customer uses the Proximus Access Line only for transporting the telephony calls generated as part of the Service. In this flavor, Proximus Access Line underlying the Service is included in the Service.
- Converged flavor: the Customer uses the Proximus Access Line for transporting the telephony calls generated as part of the Service and also for transporting other Proximus data services (e.g. internet). In this flavor, the Service does not include the Proximus Access Line underlying the Service.

The Service is based on the following infrastructure elements, called Solution elements:

- Proximus Fixed Voice Network (also called the '**Network**');
- Proximus Access Line (also called the '**Access Line**');
- Customer Premise Equipment (also called the '**CPE**').

In case of Converged flavor, the Proximus Access Line is, as a prerequisite, subject to a separate contract. In addition, in both Flavors, the Service does not include the Terminal equipment (e.g. telephone sets, fax, ...) nor PBX.

The Service overview chapter specifies the scope of each support activity provided by Proximus per Solution element. The functionality of the Service is described more in detail in the 'Functional Service Description' Chapter whereas the support Services ('Assist and Care Services') provided to the Customer during the implementation and the operational phases are described respectively in Chapters 'Implementation Phase' and 'Operational Phase'.

<sup>1</sup> Also called Phone Line

## 2. Service Overview

The Service is available in two (2) Flavors. Each Flavor corresponds to a set of functionality and activity types that may be included in the Service (also called Service Components). The Service Components are detailed per Flavor in the tables below and may be:

- included in the Service by default ('DEF');
- or optional ('OPT') and must be selected by the Customer;
- or subject to a separate contract ('SC');
- or not applicable ('NA').

Once the flavor and options (if any) have been selected through the Order Form, or when there is no Order Form once the confirmation letter has been sent by Proximus to the Customer, the scope of this Agreement is defined. Except for the optional service components, adding or changing service components will lead to a new Agreement.

### 2.1 Functional Service

PhoneLine Enterprise	Service Components	Flavor	
		Standard	Converged
<b>FUNCTIONAL SERVICE COMPONENTS</b>			
Proximus Fixed Voice Network	Use of the Network	DEF	DEF
Proximus Access Line	Access Line	DEF	SC
Customer Premise Equipment	CPE	DEF	SC
Voice services	Voice Channels (possible simultaneous calls)	1	1
	Voice communication	DEF	DEF
	Emergency calls	DEF	DEF
	Assignment of geographic individual number	1	1

PhoneLine Enterprise	Service Components	Flavor	
		Standard	Converged
	Number changes	DEF	DEF
	Number portability	DEF	DEF
	Directory and information Services	DEF	DEF
	Carrier Pre-selection (on analog technology only)	OPT	NA
<b>Value-added services</b>	Smart Services Benefit pack	OPT	OPT
	DTMF	DEF	DEF
	OCB-P: Permanent Outgoing Call Barring	OPT	OPT
	ICB-P: Permanent Incoming Call Barring	OPT	OPT
	3PTY Call	DEF	DEF
	Fixed destination call immediate	OPT	OPT
	ACR: Anonymous Call Rejection	OPT	OPT
	Ring Back	DEF	DEF
	Phone mail	OPT	OPT
	Language choice	DEF	DEF

## 2.2 Assist and Care Services

The support provided by Proximus during the Implementation and Operational phases is applicable to Solution elements listed per Service Component in the table below. The Service does not include any activities regarding any other Solution elements.

Service Component		Solution element	Standard Flavor	Converged Flavor
<b>Implementation phase</b>	Assist services	Voice Network Access Line CPE	DEF DEF DEF	DEF SC SC

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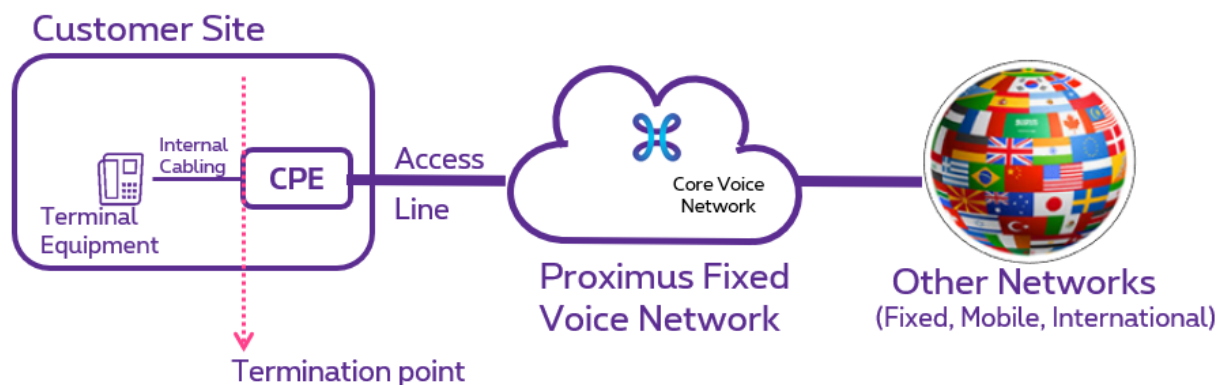
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<b>Service Desk Access</b>		Voice Network Access Line CPE	DEF DEF DEF	DEF SC SC
<b>Incident Handling</b>	Remote Diagnostics	Voice Network Access Line CPE	DEF DEF DEF	DEF SC SC
	Remote Intervention	Voice Network Access Line CPE	DEF DEF DEF	DEF SC SC
	On-site Intervention	Voice Network Access Line CPE	NA DEF DEF	NA SC SC
	On-site Part Replacement	Voice Network Access Line CPE	NA DEF DEF	NA SC SC
<b>Configuration Handling</b>	Configuration documentation	Voice Network Access Line CPE	DEF DEF DEF	DEF SC SC
	Configuration Management without Customer access right	Network Access Line CPE	DEF DEF DEF	DEF SC SC
	Configuration Backup	Network Access Line CPE	DEF DEF DEF	DEF SC SC
	Update and Upgrade	Network Access Line CPE	DEF DEF DEF	DEF SC SC

### 3. Functional Service Description

The picture below depicts the main Solution elements of the Service and how they are integrated into a global fixed telephony solution:

- The Proximus Fixed Voice Network
- The Proximus Access Line
- The Customer Premise Equipment



This chapter explains more in details the Solution elements (3.1), the voice services (3.2) and value-added services (3.3).

#### 3.1 Network components

##### 3.1.1 Proximus Fixed Voice Network

The Proximus Fixed Voice Network is based on various technologies: Switching technology and VoIP. The Fixed Voice Network is in evolution and Proximus has the sole discretion to determine as to the network technology used to deliver the Service. This implies a.o. that Proximus is entitled during the Agreement, to change the technology used to deliver the Service without this can be deemed as an amendment to the Agreement, to the extent that the Service remains in accordance with this Agreement. The platform underlying the Service is geo-redundant and hosted in the Proximus data centers and managed by Proximus. It delivers the necessary voice channels and services towards the Customer's systems and handles the communications towards other public networks (Fix/Mobile/International). The advanced voice features are delivered by application servers. Monitoring and security of the Fixed Voice Network is ensured by Proximus so as to ensure the Service Levels defined in the Agreement.

The voice codecs supported by the Core Voice Network are G729, G711, T38. Other codecs (e.g. High Definition voice G.722) are allowed for public on-net communications (i.e. communications between 2 parties over the Proximus Voice Network) provided that both ends are connected to the Proximus VoIP

service and negotiate together a common codec. However, Proximus does not give any guarantee for other codecs than above in terms of compatibility, quality or bandwidth reservation. Proximus therefore disclaims all liability for any malfunction of the Service due to use of other Codecs than above.

### 3.1.2 Proximus Access Line

For the Standard flavor, the Proximus Access Line is included in the Service. This Proximus Access Line shall only be used for the Customer's voice traffic and not for other Proximus data service.

For the Converged flavor, the Proximus Access Line is not included in the Service. It is a prerequisite subject to a separate contract. This latter Proximus Access Line may be used for the Customer's voice traffic and for his Proximus data traffic.

The Proximus Access Line is the physical access line from the Customer Site to the Proximus network. The connection may be provided by mean of various physical access technologies (e.g. Analog, DSL, GPON) over different types of physical lines (e.g. copper lines, fiber lines). Proximus has sole discretion as to the technical means necessary to establish access to this Service. Therefore, Proximus determinates at its own discretion the type of physical line and the technology appropriate for providing the Service. Consequently, Proximus is entitled to refuse for technical reason to provide the Service based on a specific type of physical access line or technology. In case of Converged flavor, Proximus is also entitled to require that the Customer adapts, at its own costs, its existing Proximus Access Line to support the Service. Proximus has the same discretion during the Agreement if the Customer's situation changes (e.g. because of relocation of the Customer) or in case of technology evolution of the Network without this can be deemed as an amendment to the Agreement, to the extent that the Service remains in accordance with this Agreement.

### 3.1.3 Customer Premises Equipment

For Standard flavor, the CPE is included in the Service.

In case of Converged flavor, the CPE is not included in the Service, it is a part of the Proximus data connectivity contract that is a prerequisite subject to a separate contract.

The CPE is used as the interface of the Proximus Access Line towards the Customer. It delivers the connection interface to the Customer's Terminal equipment. The CPE constitutes the Demarcation point and Termination point of the Service (as defined in the Specific Terms and Conditions).

The Service can only be supplied if the CPE is powered. If the Customer wants to ensure the Service remains operational during a power outage, he must take care of securing the electrical power of the CPE (Battery back-up or UPS for instance). A UPS back-up can be ordered from Proximus. It is however not a component of the Service.

### 3.1.4 Terminal equipment

The Customer's Terminal equipment is typically a telephone set, PC or a fax. The delivery, installation, configuration and support of Terminal equipment is not a part of the Service.

## 3.2 Voice services

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### 3.2.1 Voice Channels

A voice channel is a virtual line that can support one current call. The number of voice channels determines the number of simultaneous communications that a Customer is able to have at the same time. A voice channel enables a single voice communication, in emission or reception between the Customer and a correspondent on the Proximus public telephone network.

Proximus provides the Customer with 1 voice channel.

### 3.2.2 Voice communication

The Service is designed to allow the transport of the voice communication on the Network.

If the Customer uses the Service for other purpose than voice communication (e.g. for fax, data communications voice-band modem, or DTMF), Proximus cannot, for technical reasons, guarantee the correct transport and quality of such other type of communication.

### 3.2.3 Emergency calls

The Service enables calls to the emergency services. This section is applicable when the number assigned by Proximus under this Agreement is used to call a Belgian emergency number.

Proximus provides access to and enables correct caller localization by the emergency services if the physical address of the telephone line/number from which the calls are made is the same as the Customer's address provided by the Customer for the Site and which is registered with Proximus. The Customer acknowledges and accepts that the emergency services may not be able to (1) identify the caller if the call is unable to be completed, is dropped or disconnected, if the caller is not able to speak or if the emergency service is not operational for any reason beyond Proximus' control or (2) hold the line of the caller open if he/she hangs up.

The Customer is prohibited from using the Service from any other address than that which the Customer has provided to Proximus and under which such Customer is registered with Proximus (this unauthorized use is called Nomadic use). Otherwise, Proximus cannot guarantee correct localization by the emergency services. **The Customer is responsible for informing all persons using the Service about this restriction.** Proximus cannot, under any circumstances, be held liable if the emergency services are sent to a wrong address or for any direct and/or indirect damage attributable to the Customer's failure to fulfil any obligations set out in this section.

### 3.2.4 Number

#### 3.2.4.1 Number Assignment

The Service includes the assignment by Proximus of one single Belgian geographic number (also called E 164 type number) per Line. This number can only be granted to Site located in Belgium.

It can be an existing or new phone number.

In case of new number, the procedure for assignment of the call numbers is automated.

The Customer may reuse its existing phone number from another operator (**Port in**), provided that the number belongs to the same Belgian geographic area. A Letter of Authorisation (LoA) must be provided to allow the takeover of existing number from another operator. Proximus cannot guarantee that it shall be able to provide the Customer who carry over its number to Proximus with the services he enjoyed at its previous operator. It is also possible for the Customer to reuse its existing phone number previously activated on another Proximus fixed telephony solution. In such case, the phone number is subject to a technical migration from the previous solution to the Service.

#### 3.2.4.2 Number changes

The Customer keeps his number for the whole duration of the Agreement, unless (1) he explicitly asks for a change of number, (2) the Customer relocates without possibility to keep its number for technical reason, or (3) Proximus is required to change the number for Service-related purposes. In the two first cases, the Customer will be charged for the change. In the latter case, the Customer will be notified of the change required by Proximus at least six (6) months before it comes into effect.

Proximus will communicate the new number to callers dialing the old number, unless it is a private number or in case of a request to the contrary. This communication shall be made free of charge if the Customer accepts the standard message proposed by Proximus. The Customer may replace the standard message with another message, against payment. If the technical conditions so allow, the Customer may also extend the Service beyond the three-month (3) period, against payment.

#### 3.2.4.3 Number portability

##### Customer Relocation

Customers who are relocating may request the number to be transferred to their new address. Proximus shall make every effort to carry out the transfer. A lump sum amount as published in the Price List shall be charged to the Customer. Some features or value-added services that the Customer has benefited from may not be transferable for technical reasons. In this respect, Proximus shall not be liable for any compensation. The number may only be transferred if the Customer relocates within the same geographical area.

##### Port out

If the Customer wants to port his number to another operator (**port out**), he must contact the said operator. The new operator shall take the necessary actions with Proximus on behalf of the Customer regarding the transfer of the number and the end of the contractual relationship between the Customer and Proximus. The Customer can ask for his number to be ported out until one (1) month after the date of termination of the Agreement.

Only numbers that have not been deactivated may be transferred. The range of numbers are ported per full range of numbers. Individual numbers, including retention numbers (individual number linked to a direct dial-in/DDI) are ported individually.

If all numbers subject to this Agreement must be ported out, the Agreement will be automatically terminated once the port out is effective. If a part of the numbers subjects to the this Agreement have to be ported out, the Agreement will be automatically terminated for the said numbers but it remains into force for the rest of the number(s) and Service. The Customer will be charged for the reconfiguration costs.

The applicable early termination fee is defined in the Specific Terms and Conditions chapter.

Proximus, however, may refuse the transfer of the number:

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- If the Customer asks to carry over his number in another telephone area;
- If the operator to which the Customer wants to port his number does not comply with the statutory procedures for number portability; or
- In case of the transfer proven or suspected fraud by the Customer or third party.

Proximus shall make every effort to carry out the transfer of the number. However, there may be technical reasons that prevent the transfer from being carried out. During the transfer, it is possible that the Customer does not have a fixed telephony service for some limited time. If the number porting procedure fails within the timelimits set by law, Proximus will reactivate the Customer's Agreement linked to his number and will continue to provide the Service under the same conditions until the porting procedure is successful.

In the event of a delay in the porting procedure and at the Customer's explicit written request the Customer may be entitled to a specific compensation as provided by law. The Customer can find more information on the amounts and the compensation procedure on the website of the Belgian Institute for Postal Services and Telecommunications: [www.ibpt.be/consommateurs/retard-dans-le-portage-de-votre-numero](http://www.ibpt.be/consommateurs/retard-dans-le-portage-de-votre-numero). Claims for compensation must be submitted within a maximum of six (6) months after the request to port out a number.

Proximus is not liable for any damage resulting from the non-performance, the erroneous performance or late performance of the porting of one or more numbers for reasons dependant on the other operator, a third party or the Customer itself. Proximus is not liable for any damages resulting from the unavailability or erroneous porting of the number(s) due to technical reasons.

### 3.2.5 Directory and Information Services

In accordance with the applicable regulations, Proximus shall communicate to the central numbers database ([www.centralnumberdatabase.be](http://www.centralnumberdatabase.be)) the name and the initials or the first name of the Customer, or, in case of a legal entity, its official designation, as well as the address and telephone number assigned by Proximus.

When signing the Agreement, the Customer is given the choice of whether or not to be included in the directories and information services. The Customer indicates whether he wants his data to be displayed in the directories and information services or whether he wants his number to remain secret. The Customer also indicates whether he wants his name and address to be found on the basis of his telephone number. The Customer can change his choices at any time by sending an e-mail to [gids@proximus.com](mailto:gids@proximus.com) / [annuaire@proximus.com](mailto:annuaire@proximus.com).

The Customer is responsible for the accuracy of the data he communicates to Proximus. Any change to any part of the Customer's identification or connection will be recorded in the central number database as soon as possible.

### 3.2.6 Carrier Pre-selection (CPS)

This functionality allows to the Customer having a Proximus subscription for fixed telephony to route automatically its traffic across another fixed telephone operator without needing to enter a special code or special Terminal equipment. CPS is not available on VoIP technology.

When CPS is ordered by the Customer, Proximus shall implement the Service on analog technology provided that this technology is still available at the Customer's Site. If this technology is not available at the Customer's Site anymore, this functionality cannot be ordered by the Customer.

The Customer having subscribed to CPS acknowledges and accepts that the Proximus Fixed Voice Network is in evolution. This evolution involves that all customers on analog technology shall be, at the time determined by Proximus, migrated to VoIP technology on which the CPS is not available. Consequently, once migration has taken place, the whole Customer's traffic shall be routed and invoiced by Proximus only at the Standard rate (Classic) published in the Price List, unless if he has subscribed to another Proximus tariff plan (like for instance a tariff plan at company level applicable for the Service and other telephony lines). For the sake of clarity such migration shall not be deemed as an amendment to the Agreement. Proximus shall inform the Customer of the migration.

### 3.3 Value-added services

Proximus may provide the Customer with value-added services to manage his incoming and outgoing calls. The table in Chapter 2 specifies for each of these value-added services if they are included in the Service by default or if they are available as options.

#### 3.3.1 Smart Service Benefit Pack

By activating this option the Service will be enriched with the following value added services :

##### 3.3.1.1 Calling Line ID Presentation (CLIP)

Where technically feasible, the Customer may, against payment, have the numbers of callers calling him and who have not opposed such identification, displayed on his line. He must have an appropriate Customer terminal equipment in order to be able to read such numbers.

When the call is made from a telephone connection to another operator's network, the caller's number can only be displayed if the operator allows the transfer of the numbers to the Proximus network.

If the caller has a private number, his number shall not be sent by default except if the holder has permitted this to be done on his telephone.

##### 3.3.1.2 Calling Name ID Presentation (CNIP)

Where technically feasible, the Customer may, against payment, have the name of callers calling him and who have not opposed such identification displayed on his line. He must have an appropriate Customer terminal equipment in order to be able to read such name.

The name is displayed using the information listed on the Information Service (1307), with the initial of the first name. In the absence of information on the Information Service, the number of the holder of the line is displayed.

When the call is made from a telephone connection to another operator's network, the caller's name shall not be displayed.

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If the caller has a private number, his name shall not be sent by default except if the holder has permitted this to be done on his telephone.

### 3.3.1.3 Calling Line ID Restriction Temporary (CLIR-T)

The Customer may oppose, free of charge, on a per-call basis or permanently, the display of his number to the called party. This restriction, if subscribed by the Customer, is not applicable when calling emergency services.

The Customer may, free of charge, change his settings on his Terminal equipment or PBX at any time.

If the called party has activated the call forwarding or call transfer functions, only the initial caller's number will be displayed to the called party.

### 3.3.1.4 Connected Line Presentation COLP

When calling a number which is answered, the number of the called party will be, if technically possible, presented on the Terminal Equipment screen, even when it was transferred, unless it is a private number.

### 3.3.1.5 Call Forwarding Unconditional (CFU)

Automatic forwarding of any incoming calls to another destination number.

### 3.3.1.6 Call Forwarding Busy (CFB)

Forwarding incoming calls to another destination when the called party is busy with another call

### 3.3.1.7 Call Forwarding No Reply (CFNR)

Forwarding incoming calls when the call is not answered within a certain period.

### 3.3.1.8 Call Waiting (CW)

A tonality will be heard when the called party has a second call. By putting the first call on hold the called party can accept the second call.

### 3.3.1.9 Fixed Destination Call – Timed (FDC-T)

When picking up the phone a number will be dialled automatically after a certain time. This destination is programmable excluding emergency numbers with three digits.

## 3.3.2 Dual Tone Multi Frequency (DTMF)

DTMF tones are supported by the Service. Such tones can, for example, be generated during a call to access Interactive Voice Response systems (IVR), such as voicemail.

### 3.3.3 **Permanent Outgoing Call Barring (OCB-P)**

Possibility to block certain destinations of outgoing calls at network level

Activation of this restriction is subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content and international premium rate numbers that are not operated in accordance with International Telephone Numbering Plan E164.

### 3.3.4 **Permanent Incoming Call Barring (ICB -P)**

Possibility to block all incoming calls at network level.

### 3.3.5 **3-Party Call**

The 3-Party call added-value services included 3 functionalities:

- Call Transfer (CT) : With this service an ongoing call can be transferred to another destination.
- Third party conference: With this service it is possible to have a conference call with three parties
- Call On Hold: With this service the called party can put an ongoing call on hold. The caller will hear waiting music as long as he is on hold.

### 3.3.6 **Fixed Destination Call – Immediate (FDC-I)**

A number will be dialled automatically when the caller pick up the phone after 5 sec. This destination number is programmable but excludes the emergency numbers with three digits.

### 3.3.7 **Anonymous Call Rejection ACR**

With this added-value service callers which number is hidden will receive a message that private numbers are not accepted, and they should recall with their number unhidden.

### 3.3.8 **Ring Back**

When the destination is busy the caller can activate this service. As soon as the destination becomes free the caller will be called back and the system will connect the caller automatically with the called party.

### 3.3.9 **Phone mail**

With this Service the called party has a phone mail in the cloud which can be personalised easily and which is consultable from anywhere. The voice messages are stored in a Proximus data centre for a period of 30 Calendar days for the new voice messages and 14 Calendar days for saved voice messages.

### 3.3.10 Language choice

With the language selection the Customer can change the language of the added value services.

## 4. Implementation Phase

### 4.1 Ordering

The Customer orders the Service by submitting the applicable Order Form, duly completed and signed, to Proximus. In this Order Form, the Customer should indicate among other things the following:

- The chosen Service flavor
- The chosen Option
- The geographic number to be ported (if any)

When other means are available to conclude the Agreement, the Service will be, unless otherwise mentioned by the Customer, provided only with the default components of the Standard flavor (reference to the Service definition Table of Section 2). The Customer will receive confirmation of his order by Proximus (see below) and without promptly opposition by the Customer, such confirmation will have value of Order Form.

### 4.2 Assist Services

As soon as it receives the duly completed and signed Order Form (including the annexes), Proximus will start the implementation activities of the Service.

Only Proximus or its subcontractors are allowed to carry out the implementation activities below. All implementation activities are performed during Business Hours. If the Customer so wishes, he can obtain a quote for implementation activities outside Business Hours.

Proximus carries out the following activities when implementing the Service:

- sending (can be via email) of order confirmation and information regarding installation and activation of the Service
- Installation of the Proximus Access Line in case of Standard flavor (unless already present on Site)
- Installation and configuration of the CPE in case of Standard flavor
- Allocation of the phone number or port in of the phone number or migration of the existing phone number previously activated on another Proximus fixed telephony solution
- Activation of the phone number
- Activation of the Service

Once the Service is activated, it will be deemed as having been made available to the Customer.

In order to avoid any misunderstandings, Proximus draws the Customer's attention to the fact that the following activities are not included in Proximus' implementation of the Service, except if expressly agreed and specified in the Order Form:

- Delivery, configuration or activation of the Customer's Terminal Equipment and PBX connected to the Service
- Installation and activation of the Access Line and CPE in case of Converged flavor
- Internal Cabling.

## 4.3 Implementation timing

Proximus makes every effort to ensure the activation of the Service occurs within 15 Business days as from Proximus accepts the Customer's Order Form or sends a confirmation letter when the order is not placed via an Order Form, provided that (1) an active Access Lines compatible with the Service is available at the Customer's Site, (2) all prerequisites are met at conclusion of the Agreement and (3) if applicable: the migration of existing phone numbers previously activated on another Proximus fixed telephony solution takes place the day when Proximus notifies the Customer that it is ready for the said migration.

In order to ensure that the migration (including port in) of the existing phone number takes place at an opportune moment for both Parties, Proximus shall proceed to the said migration in a timing agreed with the Customer. The Customer accepts however that said migration shall take place within 31 Calendar days as from the written notification that Proximus is ready for the migration. If the migration has not been taken place at the expiration of the previously mentioned period, Proximus shall be entitled to start the invoicing of the Service (even if the number has not been effectively migrated).

If in case of Standard Flavor, there is no available active Proximus Access Line compatible with the ordered Service at the Customer premises, the above activation timing might not be applicable. The following rules will be applied:

- If the Customer's site is equipped with the necessary cabling and equipment, and if the required infrastructure on the public domain is present, the activation timing mentioned above is applicable.
- If the infrastructure (connection) is not in place on the Customer's Site, additional works may be needed, the activation timing mentioned above is longer and extra cost will be charged to the Customer:

Proximus makes an appointment with the Customer to carry out a Site Survey. Such a survey results in (i) Request for design (RFD) which will specify the conditions under which Access Line can be provided by Proximus and (ii) a list of activities that need to be performed, either by the Customer or by Proximus. If the Customer wants to perform the works on his premises, he will give Proximus an indication of the date from which the works will be ready and informs Proximus when the works have been finalized. If the Customer wants Proximus to perform the works on his premises, Proximus will first submit an estimate of the costs for these specific works to him for approval of the related costs and – following a formal order of the extra services from the Customer – the timing.

- If the infrastructure (connection) is not in place on public property, additional works may be required, the activation timing mentioned above is longer and extra costs will be charged to the Customer: most of these works are subject to authorization from the public authorities, which may cause a substantial delay in the installation of the Service. Unexpected circumstances may also lead to a delay in the installation of the Service. In that case, Proximus will inform the Customer of the cause and the length of said delay. A specific estimate of the costs shall be provided to the Customer regarding the costs of the installation works.



In all cases, Proximus shall use its reasonable efforts to activate the Service within the time frame fixed in the confirmation letter or RFD sent to the Customer. In case of delay, Proximus informs the Customer of the status of his Order, the delay and the reason for it. Proximus also communicates a new planned installation date to the Customer. No compensation will be due by Proximus for any delay.

## 4.4 Acceptance

At the end implementation phase, Proximus will take care of all packaging and other waste material and will invite the Customer to do an acceptance of the configuration and installation. The acceptance procedure is described in the General Terms and Conditions for Professional Customers (see Article Configuration and installation).

## 5. Operational Phase

This chapter describes the support provided by Proximus as from the acceptance of the Service until the end of the Agreement. Under the Agreement the Customer benefits from **Close Care** support meaning Proximus provides it with reactive support to shorten Incidents through interventions and replacements and management of the configuration of the Solution elements in scope as described below.

### 5.1 Service Desk Access

The Service Desk is the interface between the Customer and Proximus for all aspects of the Service, including receiving, recording, registering and escalating Incidents and other requests. The Service Desk allocates resources (first line, second line, experts) and communicates regularly with the Customer.

Proximus provides the Customer with centralized Service Desk Access by phone or via a portal. The Service Desk is only accessible to authorized Customer representatives (24/7) every day of the year via the following channels:

Service Desk Access	
Phone	<ul style="list-style-type: none"> <li>• 080022200 (NL)</li> <li>• 080033200 (FR)</li> <li>• 080055200 (EN)</li> </ul>
Portal	<a href="https://www.proximus.be/login">https://www.proximus.be/login</a>

The Customer is informed of, accepts and gives his consent for calls originating from or made to the Proximus Service Desk to be recorded in order to serve as proof in case of a contested commercial

transaction. Calls to or from the Customer Service may also be listened in on or recorded for quality control purposes.

## 5.2 Incident Handling

The activities related to Incident Handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident within the agreed Service Level. Travel costs and patches/Updates are included in the Service fee provided that the intervention takes place in Belgium.

### 5.2.1 Remote Diagnostics

The main goal of Remote Diagnostics is to assess and analyze the reported Incident, determine the cause and validate the impact of the Incident – either verbally, or by accessing the Customer environment via a remote connection.

Proximus will take actions to pinpoint the cause of the error and the location of the failing component. This includes identifying issues with configuration files and performance issues.

Remote Diagnostics allows Proximus to determine which actions should be taken to solve the Incident.

### 5.2.2 Remote Intervention

In case a workaround or permanent solution has been identified and provided that the Incident can be solved remotely, Proximus will start a remote intervention. This may include a field intervention in any location where the Solution element is located, except at the Customer Site.

### 5.2.3 On-site Intervention

In case an Incident cannot be solved remotely, an On-Site Intervention will be performed by Proximus at the Customer's Site, at a mutually agreed time.

## 5.3 Spare Part Handling

This chapter describes the rules applicable to the delivery and installation of the spare part and the return of the faulty part in case of a Hardware Incident. Delivery of the spare part by Proximus, the spare part and travel costs are included in the Service fee provided that the Customer Site in question is located in Belgium.

### 5.3.1 On-site Part Replacement

Proximus comes to the Customer's Site to deliver a spare part and replace the faulty part by the spare part. If applicable Proximus reinstalls the latest version of the Operating System (OS) and performs functional testing before closing the intervention. The faulty part is taken back by Proximus.

### 5.3.2 Configuration Handling

Within the limitation defined in this chapter, the Configuration Handling activities performed by Proximus under the Agreement aim to:

- Document the configuration of the solution element in scope
- Manage the configuration of the Solution elements in scope
- Backup the configuration of the Solution elements in scope
- Implement Changes on the configuration of the Solution elements in scope
- Keep the Solution element in scope up to date

### 5.3.3 Configuration documentation

Proximus collects and documents up-to-date information about the configuration of the solution element in scope. This documentation is made available to Proximus only.

### 5.3.4 Access and Configuration Handling

This chapter defines the access management rights held by Proximus and the Customer related to the Solution element in scope.

#### 5.3.4.1 Configuration Handling without Access Rights

Proximus makes use of planned, and in some cases automated, processes aimed at keeping the Solution element up-to-date and in good working order. In this regard, Proximus uses a secure and central management platform with access rights. To allow faster troubleshooting, all platform activity is recorded.

Proximus holds all administrator rights of the Solution element in scope. The Customer has no access or administration rights and is not authorized to make any Changes to the Solution element or the interfaces.

### 5.3.5 Configuration Backup

Proximus will use reasonable efforts to make regular backups of the Solution element configuration in scope and make them available for restore purposes in case of Incident.

The backup performed by Proximus does not include backup of any Customer's data.

### 5.3.6 Change Handling

Change Handling aims at providing the Customer with the opportunity to request changes. These changes may have an impact on the recurring Service fee and must be requested in writing by the Customer. The

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implementation of these changes does not change the duration of the Agreement. In particular these changes are the following:

- Change of number
- Change of Value Added Services

### 5.3.7 Updates and Upgrades

Proximus alone shall determine the technical means necessary to provide the Service in compliance with the Agreement.

Proximus monitors vendor notifications for new Updates and Upgrades. Proximus decides to implement such Updates/Upgrades at its own discretion. Such Update or Upgrade may result in a replacement of Solution Elements in scope, in which case the Customer collaboration may be required (e.g. providing access to his Premises for a CPE replacement). Proximus has no obligation to implement each Upgrade and Update made available by the vendor. Such Updates/Upgrades cannot be refused by the Customer. Upgrades and Updates and their implementation are included in the recurring Service fee.

## 6. Service Levels

This chapter describes the Service levels applicable. The Service Levels includes the Service Level Objective (SLO) and the Service Level Agreement (SLA). These are described in the tables below.

### 6.1 Scope

These Service Levels are applicable, within the Service window(s) set out below, once the implementation phase has been accepted by the Customer in compliance with the General Terms and Conditions for Professional Customers.

The Service Levels only apply to the Service described in this document and to Incidents for which Proximus is responsible.

The following are excluded from the Service Level calculation (application of the “stop clock” principle):

- Incidents, delays or events preventing Proximus from providing the Service because of the Customer, Force Majeure event or a third party;
- Incident attributable to the Access Line in case of Converged flavor,
- Time outside the Servicing Window,
- Planned works (including interruptions for maintenance) and
- Update and Upgrade of the CPE.

No Service Levels are applicable for On-demand Support.

### 6.2 SLO and SLA

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The SLO defines an obligation of means (obligation de moyen/middelenverbintenis). In case of a breach, no Service credit can be claimed.

The SLA defines an obligation of result (obligation of résultat/resultaatsverbintenis). In case of a breach, the Customer is entitled to claim from Proximus the Service Credits listed in the table below. Unless the Customer has subscribed to a Service Management Agreement, the Customer must claim these Service Credits himself, as Proximus does not provide them proactively.

In order for the Customer to be granted a Service Level credit, the notification of the Service Level failure must be submitted in writing to Proximus within three (3) months of the end of the month during in which the failure occurred. The Service credits are the sole remedy for any failure by Proximus to meet its SLA commitments.

The Customer will not be eligible to receive Service Credits if (1) the Customer is in arrears in paying his Proximus invoices related to this Agreement or another contract or (2) the Customer is in breach of the Agreement during the time of the Incident or event. If the Agreement expires or is terminated prior to the issuing of the Service Credit, the Service Credit will become void as of the Agreement’s date of expiration or termination.

## 6.3 Service windows

Service levels are applicable within the selected Service window.

The Service Window is the timeframe during which Incident Handling activities are carried out.

<i>Service Window Name</i>	<i>Service Level Definition</i>	<i>Applicable on</i>	<i>Service Window Hours</i>
<b>Incident Handling Window</b>	The window during which Incidents are being treated	<i>The Service</i>	<i>Week 8:00-22:00 CET/CEST Saturday 8:00-16:30 CET/CEST Except Belgian public holidays</i>

### 6.3.1 Standard Change Implementation Window

The Change Implementation Window is the window during which Standard Changes in the scope of this Service will be executed. The Standard Change Implementation Window is as follows:

<b>Standard Service Hours</b>	SSH	<i>Monday-Friday 8:00-18:00 CET/CEST Except Belgian public holidays</i>
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## 6.4 Incident Priority

In case the Customer detects an Incident, the Service Desk can be contacted by the Service Desk. The Service desk will assign an Incident priority based on the Incident's impact.

Priority definitions	
<b>P1</b>	Complete interruption of the Service: The Customer cannot make any outgoing calls or receive any incoming calls on the traditional public telephone network, nor can he receive any incoming calls on the telephone number assigned to the Service
<b>P2</b>	The service is degraded but not interrupted (e.g. brief interruptions, reduced performance, problems with some outgoing or incoming calls, etc.).
<b>P3</b>	The Service is not directly affected (e.g. request for information or a reconfiguration, etc.).

In case, after diagnosis, the impact of the Incident does not correspond with the impact mentioned by the Customer at ticket creation Proximus will correct the assigned Incident priority.

\*P1 Incidents should be logged by contacting the Service desk by phone only.

## 6.5 Planned Maintenance Window

The maintenance or development of the Service may require Proximus to restrict or temporarily suspend the Service. In that case, Proximus will (1) make maximum use of the Service's planned works window as defined below and (2) limit the period of restriction or suspension to the time needed for the applicable interventions.

In any case where planned maintenance works entail a Service interruption of more than 30 minutes, regardless of whether these works take place within or outside the planned maintenance window, Proximus shall use reasonable efforts to notify by any means the Customer five (5) Business Days before the start of the planned maintenance works (including publication of a notice on the Self-Service portal). The planned works are not taken into account in the Service Level Agreement calculation, if any.

### Service's planned works window:

Period	Maintenance Window
Monday	00:00 AM till 6:00 AM
Weekdays (except Monday)	6:00 AM till 7:15 AM

In addition, when update or upgrade of the CPE can be performed remotely, whether for planned or unplanned maintenance activity, Proximus reserves the right to execute such update or upgrade at any



time. Such modifications are made automatically and without warning. This activity may require the restart of the CPE, resulting in a temporary interruption of the Service.

## 6.6 Service Level Description

### In case of Standard flavor:

By default, only an SLO is provided with the Service. Optionally the Customer may order an optional SLA, the Telephony Guarantee Pro, which is described in this section.

### In case of Converged flavor:

The Service is provided with SLO in terms of Incident Ticket Creation Time and with a SLA in terms of Restoration Time.

### In all cases:

The Service credits applicable for any SLA are defined as a percentage of the Service monthly fee.

The total amount of the Service credits granted to the Customer under this Agreement in connection with any SLA in any calendar month will not exceed the recurring fees paid by the Customer for the Service for the month in question.

### 6.6.1 SLO for both Standard and Convergent flavors

SLO KPI	Definition	Applicable on	Target	Valid for	Service Credits
<b>Incident Ticket Creation Time</b>	The time between the Incident notification (via the Service Desk) and the creation of an Incident ticket in the ticketing system.	Service Desk Access For all Service component included by default	15 minutes	P1 and P2 Incidents	none

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		in the Service (not on the Options)			
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## 6.6.2 SLA option for Standard flavor

### 6.6.2.1 “Telephony Guarantee PRO” (5h Repair) Option

SLA KPI	Definition	Applicable on	Target	Valid for	Service Credits
<b>Device/Service Restoration Time</b>	The device/Service restoration time is defined as the time between the ticket creation and the resolution of an Incident on the Solution element, within the agreed Servicing Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote / On-Site Intervention for All Service Components included by default in the Service (Not on the Options)	5 business hours, provided the ticket is registered at least 5hours before the end of the Incident Handling Window	P1 Incidents	5% if Restoration Time >5h 10% if Restoration Time >10h 25% if Restoration Time >24h

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### 6.6.3 SLA in case of Converged flavor

SLA KPI	Definition	Applicable on	Target	Valid for	Service Credits
<b>Device/Service Restoration Time</b>	The device/Service restoration time is defined as the time between the ticket creation and the resolution of an Incident on the Solution element, within the agreed Servicing Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote / On-Site Intervention for All Service Components included by default in the Service (Not on the Options)	Defined in the SLA of the convergent Data Service	P1 Incidents	<p>Defined in the Service Levels chapter of the CSD of the convergent Proximus Data Service.</p> <p>In case of an Incident caused by the Access Line problems, only the service credit for the Proximus data service will apply.</p>

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## 7. Specific Terms and Conditions

### 7.1 General information

7.1.1. The General Terms and Conditions for Professional Customers together with this Contractual Service Description (including these Specific Terms and Conditions), the Order Form, the Contract Summary (in cases required by law), the Offer (if any) and the Price List constitute the “Agreement” between Proximus and the Customer. The Agreement sets out the rights and obligations of Proximus and Customers with regard to the provision of the Service.

7.1.2. In the context of this Agreement “Customer” means: a legal person or de facto association with more than nine (9) employees (calculated in accordance with articles 1:24 or 1:28 of the Belgian Companies and Associations Code).

7.1.3. It is recommended that you keep a copy of this Contractual Service Description.

7.1.4. Definitions:

**Termination point:** : point at which the Customer accesses Proximus’ public telecommunications infrastructure.

**Demarcation point:** point until which Proximus provides the Service.

### 7.2 Agreement procedure

#### Duration of the Agreement

7.2.1. Unless otherwise agreed between the Parties, the Agreement enters into effect on the date that Proximus activates the Service.

Unless otherwise agreed between the Parties in the Agreement, the Agreement is concluded for an Initial Term of twelve (12) months as from the activation of the Service.

At the end of the Initial Term, the Agreement shall be tacitly renewed for an indefinite Renewal Term. Should one Party not wish the Agreement to be automatically renewed for an indefinite Renewal Term, it must notify the other Party in writing at least thirty (30) Calendar Days before the end of the Initial Term.

#### Termination of the Agreement

7.2.2. In case the Initial Term was automatically renewed for an indefinite Renewal Term either Party can terminate the Agreement during the indefinite Renewal Term with thirty (30) Calendar Days prior written notice, except in case of number port out in which case the Agreement shall terminate immediately once the port out is effective (see art 3.2.4.3. above for more information on the number port out procedure).

7.2.3. The Customer shall remain liable with respect to Proximus for all amounts due to it until the termination of the Agreement.

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7.2.4. In addition to the General Terms and Conditions for Professional Customers, Proximus is entitled, upon, prior notification, to restrict the provision of the Service to that of a minimum service when the Customer persists to fail to meet his payment obligations. The Customer shall then only have the possibility to call the emergency services and receive calls, with the exception of calls paid by the recipient.

The full performance of the Service will resume once the Customer has complied with its obligations. Payment of Service fee remains applicable for the duration of the service limitation. Proximus reserves the right to also bill for Service reactivation charges.

Proximus is entitled to terminate unilaterally the Agreement without referral to the courts, by written notice if the Customer has not complied with his payment obligations within the timeframe indicated in the notification referred to in this article.

7.2.5.. Complaints relating to an unjustified termination of Service must be lodged within five (5) Calendar days of the termination of Service. If the complaint is lodged after such period, the period between the fifth day and the day on which the complaint is lodged shall not be taken into account for the calculation of any compensation.

7.2.6.. In addition to the General Terms and Conditions for Professional Customers, when the Customer transfers the Agreement and that the transferee is not domiciled or residing simultaneously at the same address than the transferor, Proximus is entitled to request an extra fee. The Agreement may only be transferred to an address localized within the same geographical area.

#### **Effects of termination**

7.2.7. If the Customer prematurely terminates the Agreement during the Initial Term, an early termination fee shall be payable to Proximus amounting to the equivalent of all amounts that would have been due in case of execution of the Agreement until the end of the current agreement period. In case of partial termination by the Customer, the early termination fee shall be calculated pro rata. In addition, if the termination takes place during the implementation phase, costs suffered and works carried out by Proximus will be charged to the Customer.

## **7.3 Amendments to the Agreement**

7.3.1. By deviation to the General Terms and Conditions for Professional Customers, Proximus reserves the right to amend the Agreement and the technical features of the Service, even if this affects the price or quality of the Service. Proximus shall notify the Customer in writing of such amendments at least thirty (30) Calendar Days before their entry into effect. Customers who do not accept the new conditions may, except in cases stipulated by law, terminate their Agreement without having to pay an early termination fee, by no later than the last day of the three (3) months period following the notification of the changes. In case of a rate increase, the Customer may, except in cases stipulated by law or the yearly indexation, terminate his Agreement without having to pay any early termination fee, by no later than the last day of the three (3) months period following the notification of the rate increase. Termination may be exercised by any written means.

For the sake of clarity, changes to the physical infrastructure and/or technology used to deliver the Service shall not be deemed an amendment to the Agreement or Service if the functionality of the Service remains unchanged or is improved for the same price following such changes.

7.3.2. Proximus may review and adjust prices once a year, based on the consumer price index (using to the formula:  $\text{new price} = \text{old price} \times (\text{current index} / \text{previous index})$ ). A price adjustment based on this formula shall not give the Customer any right to terminate the Agreement without an early termination fee.

## 7.4 Specific provisions per selected Flavor

7.4.1. When the Customer selects the Standard Flavor:

- (a) The Proximus Access Line (if needed for the applicable technology) is included in the Service
- (b) The termination of the Agreement will automatically lead to the end of the Proximus Access Line
- (c) If the Customer does not have a connection to the Proximus network and the Customer asks Proximus to provide such a connection, Proximus shall draw up, as mentioned in the Implementation phase Chapter, an estimate of the work necessary for the purpose of satisfying the Customer's request and shall communicate it to him beforehand for approval. The amount to be paid by the Customer for the Access Line installation is the **'set up fee for Access line'**.

7.4.2. When the Customer selects the Converged Flavor:

- (a) The Proximus Access Line is not included in the Service. As a prerequisite, the Customer must have (1) subscribed, in a separate contract, to a compatible Proximus connectivity service or (2) received the approval of the holder of a compatible Proximus connectivity contract in order to use that connectivity for his telephone traffic. If this prerequisite is not met during full duration of the Agreement, the Service cannot be provided but the Agreement will not be terminated automatically;
- (b) In the context of this Agreement, Proximus is in no way liable for the proper functioning of the Proximus Access Line used by the Customer for his access to the Service. This implies that Proximus is not liable for any failure of the Service resulting from problems attributable to Proximus Access Line and that failure of the Service resulting from problems attributable to the Proximus Access Line is excluded from the Service Level calculation;
- (c) The termination of this Agreement for whatsoever reason will not automatically lead to the termination of the Proximus data connectivity contract. In the opposite, the termination of the Proximus data connectivity contract for whatsoever reason will automatically lead to the end of this Agreement;

## 7.5 Phone number

The Customer may not claim any right to require a specific phone number. The Customer may not claim any rights to the number that Proximus has allocated to him.

The Customer duly acknowledges the relevant rules related to the use of geographic numbers. Therefore, Proximus cannot be held responsible if the Customer does not comply with them. The applicable regulation states that geographic numbers characterize the territorial areas of Belgium which must be respected. Consequently, it is not authorized to assign a geographic number pertaining to one particular area to a Customer that is physically located in another area. Likewise, it is prohibited to generate CLIs

(Calling Line Identifications) which do not correspond to the telephone code area in which the Customer's connection is located. In addition, the numbers assigned under this Agreement may not be used in Nomadic way.

## 7.6 Malicious calls

A Customer receiving malicious calls can ask Proximus to identify the number from which the calls originated. Where it is technically feasible to identify the caller, Proximus will ask the holder of the number to stop making such calls. Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the latter's request, Proximus will provide details of the identity and address of the originator of the malicious calls, so that they may be communicated to the Customer.

## 7.7 Rights and obligations of the Parties

7.7.1. Proximus' public telecommunications infrastructure, including the Terminal point, is owned by Proximus. Proximus provides protection in the same way as a prudent and reasonable person. It alone is authorized to perform maintenance, repair and development work.

Unless expressly mandated by Proximus for this purpose, the Customer shall be prohibited from modifying the public telecommunications infrastructure, including the Terminal point. He must act with due diligence with respect to any Proximus equipment located on the premises which he occupies, alone or jointly with others.

The Customer shall take care not to make or have a third party make a connection to the Proximus network or to use any equipment other than that provided for in the Agreement, including pirate decoders, cards or modem making it possible to access the Service.

The Customer may not disrupt traffic on the Proximus' network.

7.7.2. Only customer Terminal Equipment and PBX complying fully with the legal provisions and technical requirements specified by Proximus can be connected to the Proximus infrastructure. The Customer shall take all the necessary measures to prevent fraudulent access to Terminal Equipment and PBX.

The Customer shall make sure to connect only compatible customer Terminal Equipment and PBX that is in good working order to the network. As regards sending and receiving fax, in particular, the Customer must ensure that his Customer Terminal Equipment supports the G711 codec or the T38 codec but with a fall-back mechanism to the G711 codec. If any provision of this article is breached, Proximus can ask the Customer to disconnect the connected Customer Terminal Equipment or PBX, without prejudice to other measures set out in this Agreement. The Customer must bear any costs incurred by Proximus as a result of an infringement of this provision.

Except in case of Force majeure, in the event that Proximus makes changes to the technical characteristics of the Service that require the Customer Terminal Equipment or PBX to be replaced or modified, Proximus shall inform Customers at least 6 months in advance.

7.7.3. As part of the Service, the Customer is able to access and use one or several on line portals (herein after the 'Portal'). The Customer shall ensure that only authorized persons are granted such access. The Customer shall comply with any other security or technical standards imposed by Proximus from time to time in connection with the Portal. Proximus cannot verify whether access requests and the use of the Portal are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the authorized persons.

The Customer shall not copy or use the Portal or any portion thereof (nor authorize or permit third parties, including any end users, to do so), except as expressly authorized by this Contractual Service Description; use the Portal on any unauthorized equipment or products; use the Portal in any way that may damage, impair or disable the operation of the Service; modify the Portal or create derivative works based on the Portal, reverse engineer or decompile, decrypt, disassemble or reduce the Portal to human-readable form, except as allowed by law; alter any proprietary notices or legends contained in or on the Portal ; use the Portal in breach of other parties' rights.

7.7.4. The maintenance activities covered by this Agreement are described in the Chapter Operational Phase. Replacement, repair or any other Proximus intervention is not included in the Service (however, if delivered, the intervention shall be invoiced separately at the current applicable rate) when (i) the Incident is due to any use or events outside the normal operating conditions of the affected Solution element, (ii) On-demand support is provided; (iii) support activities relating to Software and/or Hardware are not supported by the manufacturer any more, (iv) the Incident is due to:

- a. external causes including but not limited to weather conditions, shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, poorly functioning sockets, storms, lightning strikes, floods, and all other causes alien to the Solution element, inappropriate environmental factors such as too high humidity, abnormal temperatures or an abnormally high amount of dust ;
- b. use of Service or of the affected Solution element not authorized by the Agreement and any prescription given by Proximus ;
- c. the use with or connection of affected Solution element to items not approved by Proximus or the irregular operation of the item to which the Solution element is connected (item can be a hardware, software, a solution connected to the affected Solution element);
- d. the performance (or the attempting) of maintenance, a move, a repair, a modification or a change to the affected Solution element by persons other than Proximus or as authorized by Proximus without the prior written consent of Proximus
- e. damages during relocation, transportation or refurbishment not carried out by Proximus
- f. negligence or fault (by act or omission) by the Customer or third parties
- g. Change made by the Customer or a third party to the Customer's infrastructure underlying the Service.

7.7.5. Proximus guarantees that any measures it may take to avoid network congestion or over-congestion, will not lead to any differentiation between the users and/or the services. More information regarding the procedures applied by Proximus in order to avoid saturation of its network is available on Proximus internet site.

## 7.8 Payment and billing

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7.8.1 The set up fee for the Access Line (if any) and activation fee will be billed to the Customer and as soon as the Service is activated.

7.8.2. As soon as the Service is activated, the recurring fee will be billed in advance on a monthly basis. In case of termination for whatsoever reason, the prepaid amount shall not be refund.

7.8.3. The communication charges (also called 'usage fee') are not included in the recurrent fee. The communications are billed at the rates enjoyed by the Customer under the rate plan applicable to him. If the Customer does not have a special rate plan, the basic rates mentioned in the Price List will be applied.

The Customer is required to pay the communication charges which is determined by the Proximus registration system (or that of its supplier). The duration of a call is the time between that when the called party picks up or is reached via his voicemail and that when the caller hangs up or gives the end of communication signal. Each call to a premium rate service (0900, etc.) shall be limited to thirty minutes.

7.8.4. The Customer can consult free of charge the details of his last bill on the MyProximus application or website.

7.8.5. On simple request, Customer can obtain a more detailed version of their last bill (an "Itemized Bill"), free of charge. This Itemized Bill is sent to the billing address specified by the Customer.

## 7.9 Protection of personal data

Proximus acts as data processor for the personal data stored upon Customer's instruction in the framework of the phone mail option. Proximus acts as data controller for all other personal data processed by Proximus under this Agreement including with regard to the eventual list communicated by the Customer of fixed number to be included in the scope of the Agreement.

For the sake of clarity, it is specified that Proximus acts neither as data controller nor as data processor for the personal data included in the content of the communications transmitted during the provision of the Service.

## 7.10 Product

7.10.1. The CPE, if any, are rented for the Agreement duration and are subject to the 'Rental of product' section of the General terms and conditions. Proximus alone is authorized to perform maintenance, repair and development work on the CPE.

7.10.2. The configuration data of the CPE shall remain the property of Proximus. The Customer shall only access the configuration data with the prior written consent of Proximus. If Proximus provides the configuration data to the Customer, where appropriate, this shall not be deemed to amount to the transfer or assignment of any intellectual property rights. The configuration data shall be deemed to be strictly

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Confidential Information belonging to Proximus. When the Agreement comes to an end, all configuration data shall be returned to Proximus.

7.10.3. The Customer will be granted a license to use the Software for the term of the Agreement. When the Agreement comes to an end, regardless of the grounds therefore, the Customer shall no longer be entitled to use the Software and shall destroy any copies in his possession. The Customer shall not copy the Software, except insofar as it relates to a backup copy, nor change, resell or rent the Software, whether completely or partially. He shall also comply with the specific licensing conditions communicated to him when certain Software is installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific license conditions relating to that Software.