



EBU Solutions

Contractual Service Description Business Trunking

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proximus

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1. Introduction

Business Trunking (hereafter called 'the Service') is a Service of fixed VoIP telephony that provides the Customer with fixed numbers, voices channels and access to public telephony services.. The Service allows the Customer to make calls to the Proximus public telephone network and to other fixed and mobile networks linked to it.

When the Customer subscribes to non-Belgian numbers, Proximus provides the Service in collaboration with its Affiliate BICS for this international part of the Service.

The fixed numbers granted to the Customer are geographic numbers (also called E 164 type numbers) from numbering plan of Belgium (granted by Proximus) and a limited numbers of countries listed in Annex (see Annex Countries Coverage – granted by BICS).

The Service is modular in the sense that the Customer determines the type of service component and the level of operation management responsibilities he wants to entrust to Proximus.

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

- VoIP Platform
- Proximus data connection
- Customer Premise Equipment (CPE)
- IP PBX
- Customer's Session Border Controller (SBC)
- SIP Trunk

The Service does not include the Proximus data connection and its CPE underlying the Service which, as a prerequisite, is subject to a separate contract (Explore national (Intense or Voice Access or data centre connection) or Explore international depending the localisation of Site with the IP PBX). In Addition, the Service does not include the PBX (on site or Cloud) nor the on site SBC (in case of an SBC) that must, as a prerequisite, respect the Proximus Network Specifications (see Annex 1).

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 details in the 'Functional Services 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'.

2. Service overview

The tables below list the functionality and activity types that may be included in the Service (also called Service Components). The Service Components are:

- included in the Service by default ('DEF');
- or optional ('OPT') and must be selected by the Customer;
- or subject to a separate contract ('SC').

Once the Service Components have been selected through the Order Form, the scope of this Agreement is defined. Adding or changing Service Components will lead to a new Agreement from numbering plan of Belgium (granted by Proximus) and a limited numbers of countries listed in Annex (see Annex Countries Coverage – granted by BICS).

2.1 Functional Service

Service Components		DEF/OPT/SC
Network Components	VoIP Platform	DEF
	Proximus data connection and CPE	SC
	IP PBX	SC
	Customer Session Border Controller (SBC)	SC
	SIP trunk	DEF
	Voice Services	Voice channels (min)
	Voice channels (max)	-
	Belgian Numbers	DEF
	Non-Belgian Numbers	OPT
	EVN (Emergency virtual number) for Belgian sites	OPT
	Private Calls	DEF

Value-added Services	CLIP: Incoming Calling Line Identification Presentation (On/Off)	DEF
	CNIP: incoming calling name identification presentation (On/Off)	DEF
	CLIR: Outgoing Calling Line Identification Restriction (On/Off)	DEF
	DTMF (Dual Tone - Multi Frequency)	DEF
	Outgoing Call Barring – Permanent (OCB-P)	OPT
	Incoming Call Barring – Permanent (ICB-P)	OPT
	CLI conservation for forwarded calls	DEF
	Call Forwarding On Demand (CF - max 3 numbers)	OPT
	Analogue terminal compatibility	DEF

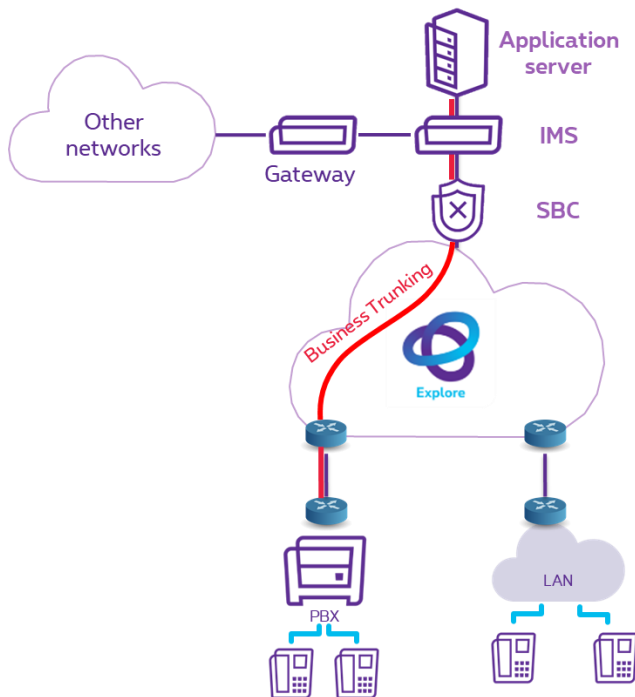
2.2 Assist and Care Services

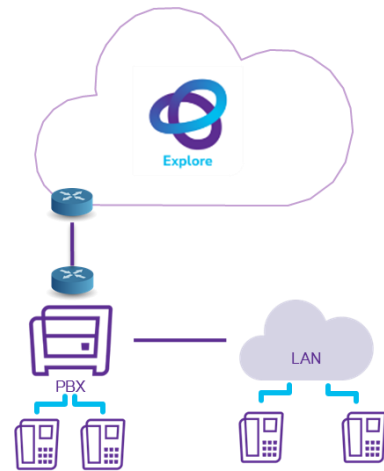
The support provided by Proximus during the Implementation and Operational phases is applicable to the solution elements listed per Service Component in the table below. The Service does not include activities relating to any other solution elements.

Service Component		Solution element	DEF/OPT
Implementation phase	Assist Services	- VoIP Platform - SIP Trunk	DEF
	Configuration Consultancy on non-Proximus PBX	- VoIP Platform - SIP Trunk	OPT
Service Desk Access		- VoIP Platform - SIP Trunk	DEF
Remote Diagnostics		- VoIP Platform - SIP Trunk	DEF
Remote Intervention		- VoIP Platform - SIP Trunk	DEF
Configuration Handling	Configuration Management without Customer Access Rights	- VoIP Platform - SIP Trunk	DEF
	Configuration Backup	- VoIP Platform - SIP Trunk - CPE	DEF
	Change Handling	- VoIP Platform - SIP Trunk	OPT
	Updates and Upgrades	- VoIP Platform - SIP Trunk	OPT
Reporting	Service Usage Reporting (basic reporting)	- VoIP Platform - SIP Trunk	OPT
	Service Health Reporting (extended reporting)	- VoIP Platform - SIP Trunk	OPT

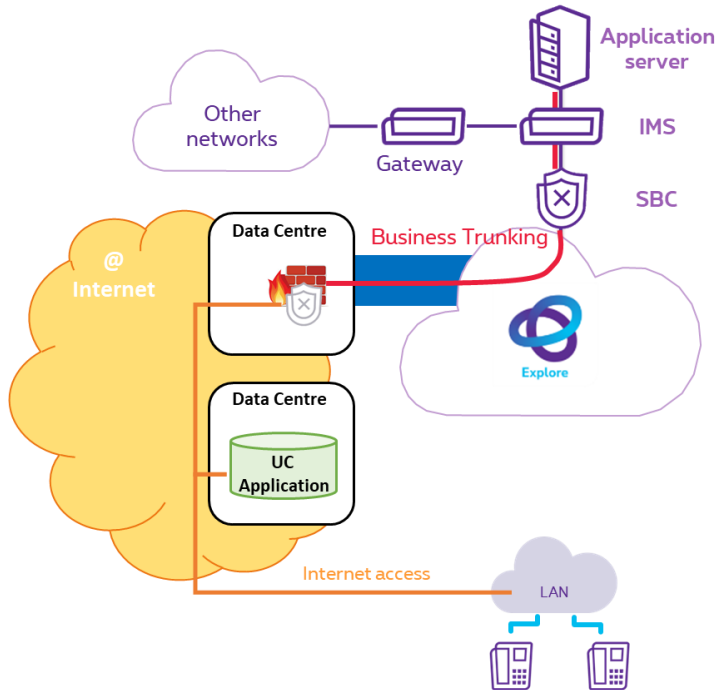
3. Functional Service Description

The following diagram gives a conceptual overview of the Solution elements and how they are integrated into a global VoIP solution. The SIP trunk is defined through the Application Server, the IMS core, the network SBC (all three are included in the VoIP Platform), and ends up on the Explore router on which hangs the IP PBX/UC application server. or in an Explore reachable Data Centre. The remote Sites of the Customer (meaning Sites without IP PBX/UC application server) can be connected to the IP PBX/UC application server using Explore or any other LAN/WAN solution as shown on the diagram. The Solution elements are explained more in details in the Section 3.1 below.



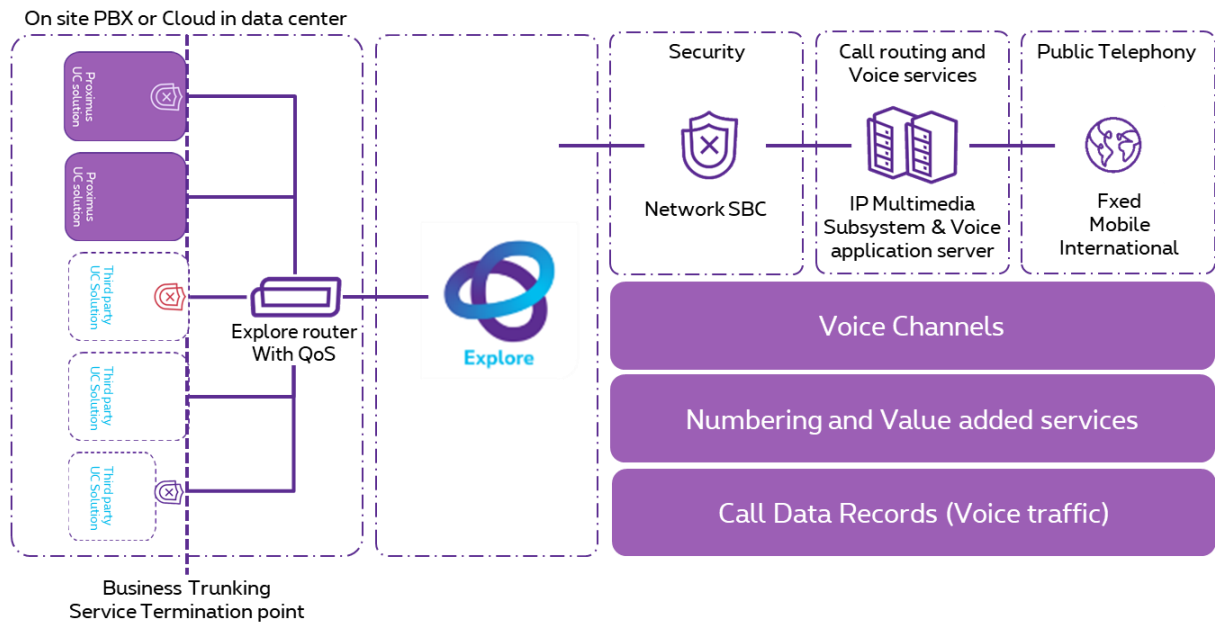





In the case that the PBX (UC application in general) or SBC is located in the cloud, the conceptual overview can be depicted this way:



The trunk is terminated in the cloud, but on a physical equipment such as a SBC. The PBX visible on the previous drawing is replaced by a combination of a SBC and a UC application server to which end-users will be connected. The way the end-users are connected to the IP PBX/UC application server is not part of this contract. The Data Centre in which we terminate the trunk must be a data center (such as Proximus, AWS, Google, Azure, ...) which can be connected via Proximus Explore based connectivity.

Proximus is entitled to grant to the Customer numbers from numbering plan of Belgium and BICS is entitled to grant to the Customer numbers from a limited numbers of countries listed in Annex (see the Countries Coverage Annex for the list). Voice channels, Value Added Services and usage can be provided



-  SBC as part of Proximus UC solution
-  SBC as part of third party UC solution
-  Proximus provided and managed SBC

according to following drawing:

The Section 3.2 gives more explanation about the Voice services wheares the value- added services are listed in Section 3.3.

3.1 Network Components

3.1.1 VoIP Platform

The VoIP Platform also called the IP Multimedia Subsystem (IMS) is the heart of the Proximus backbone and consists in call handling and media gateway equipment, monitoring and security equipment. This platform 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 IP PBX and handles the communications towards other public networks (Fix/Mobile/International). The advanced voice features are delivered by application servers coupled with IMS, or when Enterprise UC features are needed, via the Proximus Cloud UC platforms. Monitoring and security is delivered by the network Session Border Controller which provides access to and protection of the Platform.

Below is an overview of the supported voice codecs and the corresponding bandwidths when passing to the public telephony network PSTN/ISDN:

Codec	ADSL	VDSL2	Use
G729	45 Kbps	30 Kbps	Voice
G711	110 Kbps	90 Kbps	Voice/Fax/Data
T.38 ¹	45 Kbps	45 Kbps	Fax

Other codecs are allowed for public on-net point to point communications meaning both ends must be connected to the Proximus VoIP service (for example High Definition voice G.722). However, Proximus does not give any guarantee for other codecs than above in terms of compatibility, quality or bandwidth reservation.

The media gateways are also owned and managed by Proximus. It is at the border of the solution and provides access to the public telephony networks (fixed and mobile). It converts the VoIP packets to the traditional switched telephony and international carrier’s network access.

3.1.2 The Proximus Data connection and the CPE

The Proximus data connection is the physical access line to the Service. It must be present at least on the Site where the Customer’s IP PBX is connected or in the Data Center in which the terminating equipment is located. The Service can be provided by mean of various physical access technologies (e.g. DSL, GPON, Ethernet) over different types of physical lines (e.g. copper lines, fiber lines) but it must be an Explore Intense line or an Explore Voice Access if the Site with the IP PBX is localized in Belgium or an Explore international line if the Site with the IP PBX is localized outside Belgium or Explore Cloud Connect for a cloud based solution. It connects the Customer’s IP PBX/UC application server to the Proximus data backbone network. The Proximus data connection does not include the connectivity between Customer phone/fax devices and the Customer IP PBX/UC Application server (also in case of cloud based solution). The Proximus data connection shall be used for the Customer’s voice traffic and for its traditional data traffic, except in case of Explore voice access. In this latter case, the data connection can only be used for the Customer’s voice traffic.

In compliancy with the General terms and conditions for the VoIP service, the Proximus data connection is not included in the Service. It is a prerequisite subjected to a separate contract (Explore Intense, Explore Voice Access, Explore international or Explore Cloud Connect). This latter Proximus data connection depending of the Customer situation is based on xDSL or shared or dedicated Fiber technologies. Proximus has sole discretion as to the technical means necessary to establish access to the Service and therefore determinate at its own discretion which Proximus data connection type is appropriate for the Customer. Consequently, Proximus may for example require that the Customer adapts, at its own costs, its existing Proximus data

¹ This Codec cannot be guaranteed to end. For instance it is not supported in some countries such as Spain, consequently the fax transmission cannot be completed. Proximus disclaims any liability in this regard.

connection to support the Service or refuse for technical reason to provide the Service to the Customer. Proximus has the same discretion if the Customer's situation changes during the Agreement. In addition, Proximus cannot warrant maintaining the Service for Customers moving to a zone covered by another technology.

The SIP Trunk must be terminated on a Customer' Site on Explore Intense connectivity, Explore Voice Access , Explore international or Explore Cloud Connect depending where the IP PBX/UC application server or customer SBC is located. Remote Sites can be connected to IP BPX via other compatible Proximus connectivity or even compatible third-party connectivity. Except in case of Proximus Explore connectivity Proximus cannot assure any Quality of Service or Voice prioritization for the remote Sites.

Given the Proximus data connection is not included in the Service, the Explore Router CPE is not included in the Service. It is a part of the Proximus data connectivity contract.

3.1.3 IP PBX

Proximus ensures by default the Service until the IP-PBX (demarcation point) provided that the Customer uses an IP-PBX which is respecting the Proximus Network Specifications with regards to the Business Trunking voice service. The selling or renting, installation, configuration, the management and maintenance of this IP-PBX is not in the scope of the Service. The Customer ensures that its IP-PBX supports the ordered number of voice channels.

The IP PBX has to be localized in Belgium or in a country mentioned in the Countries Coverage Annex.

For Cloud PBX solutions, the demarcation point is the equipment located in the Data Centre in which Proximus terminates the trunk. This equipment must be compatible with the Proximus Network Specifications.

. If the Customer does not have an IP PBX respecting the Proximus Network Specifications then (1) the Customer must use a Customer SBC compliant with the Proximus Network Specifications supplied and managed by Proximus and (2) the IP-PBX must be compatible with this Customer SBC. In such case, the demarcation point of the Service is the Customer SBC. Therefore, Proximus ensures the Service until the Customer SBC and disclaims any liability for any malfunctioning of the Service and/or of IP-PBX due to element localized beyond the Customer SBC.

The Customer shall program a test number in his IP-PBX or UC application. Test number has to be related to the location to be tested. This number is invoiced as a standard number.

3.1.4 The Customer Session Border Controller

As mentioned above, a Customer SBC compliant with Network Specifications is required in case of IP PBX not compliant with Proximus Network Specifications.

The selling or renting, installation, configuration, maintenance and the management of Customer SBC is not in the scope of the Service, but is subject to a separate contract.

The usage of a Customer SBC managed by Proximus and setup on site can only ensure call in and call out. All other more complex call flow (eg. transfer, on hold, etc.) cannot be ensured.

3.1.5 SIP Trunk

The SIP trunk is the component of the Service that allows the Customer's voice traffic to be transported from his data network over the Proximus data connectivity to an external telephone network, where applicable. It ensures the voice connectivity between the Customer's IP-PBX/UC application server (or SBC if any) and Proximus's VoIP Platform.

Proximus dimension the SIP trunk on the basis of information provided by the Customer (or, where applicable, the service integrator acting in his name and on his behalf) in the Data Capture Form, especially the requested quantity of voice channels, associated calling numbers, the numbers of End Users and the codec used by the Customer. The Customer must proactively inform Proximus of any changes in the information already provided to Proximus to allow Proximus to adapt the dimensions of the SIP trunk (at the Customer's charges).

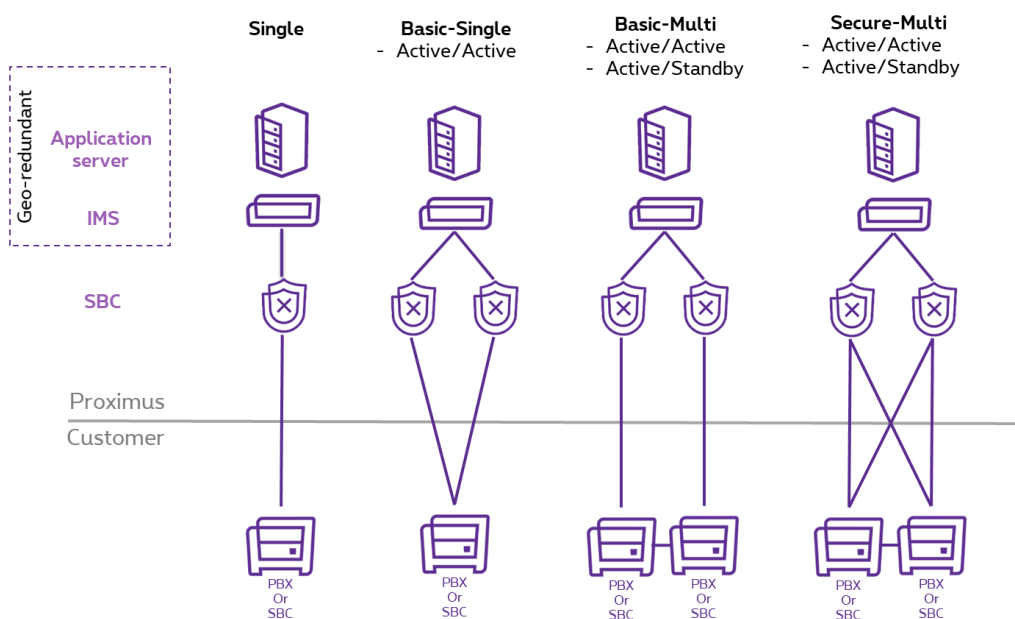
To ensure the quality of the calls, the VoIP traffic must have priority over other types of data traffic on the Customer's data network via a mechanism known as Quality of Service (QoS). In case of Explore Voice access, Proximus ensures that the Proximus data connection has enough bandwidth to support the ordered number of voice channels taking into account the size rules regarding the QoS requirements.

In other cases, Proximus draws the attention of the Customer that it is the Customer's responsibility to ensure that the Proximus data connection has enough bandwidth to support the Customer's needs related to this Service and to the rest of his data traffic and taking into account the size rules regarding the QoS requirements. Proximus does not accept no responsibility in the event of malfunction of the Service due to insufficient bandwidth or QoS. In both cases, the bandwidth and the QoS required by the SIP trunk is provided by Proximus under the Explore contract and not under this Agreement.

Proximus accepts no responsibility for any dimensioning of the SIP trunk that is not adapted to Customer's needs and/or does not correspond with changes in the Customer's needs, as a result of incorrect and/or incomplete information it received from the Customer (or, where applicable, his service integrator).

The Voices Services depend on design of the Service selected by the Customer in the Data Capture Form.

The possible designs are the following:



By default, the Service is activated in **Basic-Single** mode, where the IP PBX is connected to 2 different network SBCs for redundancy reason.

Though, a **Single** mode is also foreseen for IP PBXes that wouldn't support Basic-Single mode.

For Customers wanting redundancy at their side, Proximus may provide **Basic-Multi** and **Secure-Multi** modes. This requires appropriate Explore connectivity.

An IP PBX or a Customer SBC is seen by Proximus as a node with a unique public IP address. So, in case the Customer has a high availability IP PBX or Customer SBC made of 2 servers each with its own public IP address, then those 2 nodes are seen from Proximus as 2 different IPBXs/Customer SBCs.

3.1.6 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

3.2.1 Voice communications

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.

3.2.2 Voice Channels

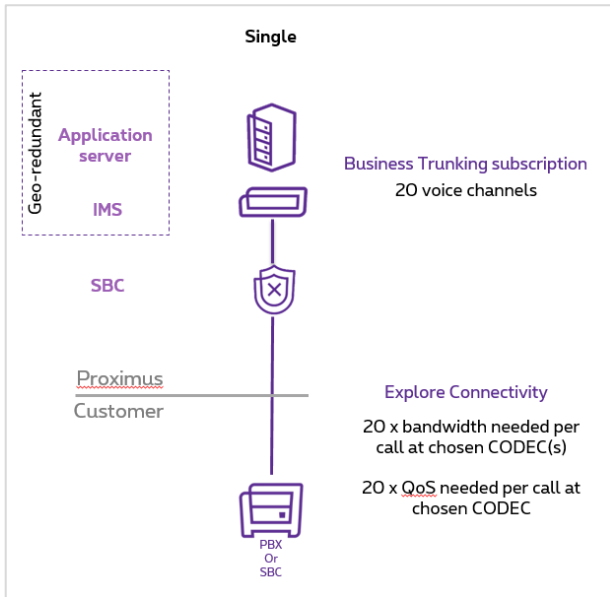
A voice channel is a virtual line that can support one concurrent call. The number of voice channels determines the number of simultaneous communications that a Customer is able to have at the same time. A voice channel enables a single voice communication, in emission or reception between the Customer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

Proximus provides the Customer with the number of voice channels mentioned in the Order Form.

In case of Explore voice access, the Customer must ensure that its IP-PBX/UC application server supports the ordered number of voice channels. Proximus disclaims all responsibility in case the Customer cannot benefit from the ordered voice channels due to a limitation of the IP PBX/UC application server. In the other cases, the Customer must foresee enough bandwidth to transport all these simultaneous calls and ensure that its IP-PBX/UC application server supports the ordered number of voice channels. Proximus disclaims all responsibility in case the Customer cannot benefit from the ordered voice channels due to an insufficient bandwidth or limitation of the IP PBX/UC application server.

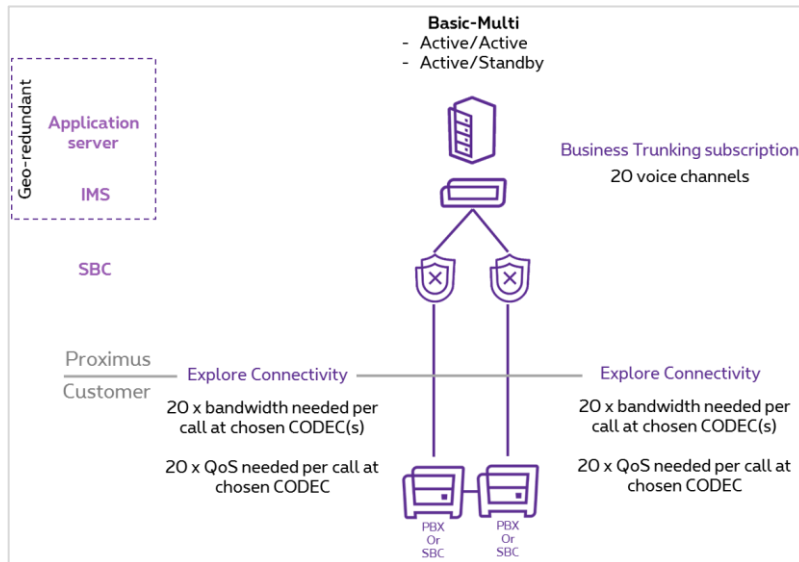
Proximus draws the attention on the fact that how the Customer benefits from these ordered voice channels depends on the design selected by the Customer and the fact for the Customer to have a Service design with a redundant connectivity does not necessary require that the Customer double the number of voice channels.

For instance, if a Customer needs to benefits from 20 voice channels and decides to have a redundant connectivity, it does not necessary require that the Customer needs to subscribe to 40 voice channels as show in the example below:



Single Design

In this case, the Customer has a SIP Trunk of 20 channels that ends on an Explore connectivity on which he will need enough bandwidth to support this number of channels, and will need QoS accordingly.

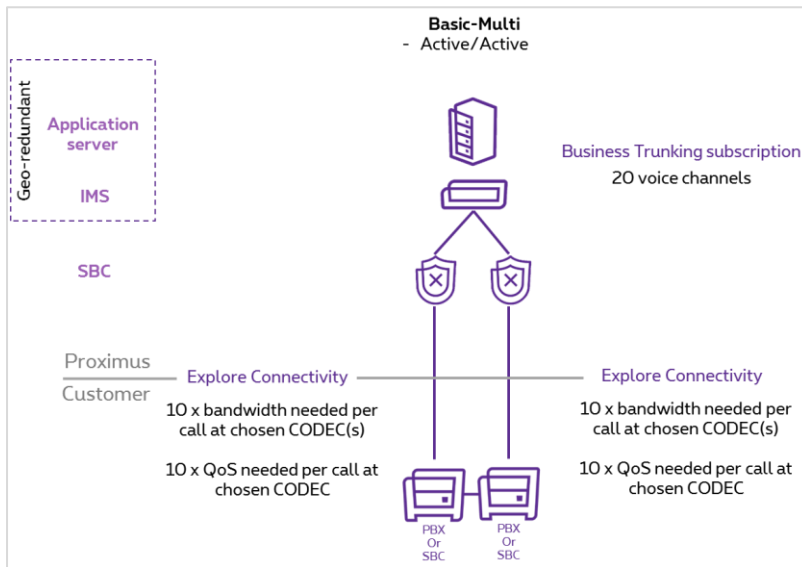


Basic Multi Active/Standby Design

In this case, the Customer has still a SIP Trunk of 20 channels that ends on two Explore connectivity's.

If each Explore connectivity must be able to support all channels if the second connectivity is down, then each connectivity must be dimensioned regarding bandwidth and QoS to support 20 concurrent calls.

But the Customer still pays 20 voice channels (not 40).



Basic Multi Active/Active Design

In this case, the Customer has still a SIP Trunk of 20 channels and has decided to use an Active/Active setup and to distribute the voice calls between his two Explore connectivities.

The Customer still pays 20 voice channels, but dimensioned his connectivity as 2 x 10 concurrent calls.

This design will support the 20 voice channels when both connectivities are up. But if one connectivity is down, eventhough half of the

connectivity is still up, IMS will try to establish 20 concurrent calls which will affect the quality of all the calls on the remaining connectivity. **This kind of setup is not the recommended one.**

3.2.3 **Numbers**

The Service includes fixed phone numbers assignment to the Customer. These numbers are geographic numbers (also called E 164 type numbers) only. They can be Belgian numbers and granted to the Customer by Proximus or foreign numbers from countries mentioned in the Countries Coverage Annex and granted to the Customer by BICS. BICS do not guarantee that any specific country of origing that is not in the Countries Coverage Annex will be available at any point in time.

3.2.3.1 **Numbers assignment**

At least one fixed number is granted per Proximus Data connection. used for the purpose of the Service.

3.2.3.1.1 **Belgian numbers**

The Belgian numbers are granted to the Customer by Proximus.

Proximus assigns the number of Belgian geographic numbers ordered by the Customer (with a minimum of 1 Belgian geographic number per Proximus Data connection). As an option, the Customer may request extra individual Belgian geographic number or the Customer may request range(s) of Belgian geographic numbers. Ranges of 10, 100, 1000 or 10.000 are possible

Belgian numbers can only be granted to Site localised in Belgium.

. They can be existing or new numbers.

In case of New numbers , the procedure for assignment of the number is automated. When several individual numbers are assigned under this Agreement, Proximus will make its reasonable efforts to provide consecutive numbers when possible.

The Customer may reuse its existing phone number from another operator (Port in). It is possible to reuse a number from one Belgian specific area in another Belgian geographic area. But in this case the Customer must well configure his IP BPX and must provide Proximus with all the needed information for emergency purposes (cf emergency calls section).

A Letter of Authorisation (LoA) must be provided to allow the takeover of existing number(s) 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.

3.2.3.1.2 Non-Belgian Numbers

The non-Belgian numbers are granted by BICS to the Customer.

Non-Belgian numbers can only be granted to Site localised in the concerned country and provided that the concerned country is included in the Countries coverage Annex.

Numbers can be assigned using individual numbers or range of numbers (DDI indialing plan). Ranges of 10/100/1000 numbers are possible (see possible restrictions in Annex 2). They can be existing or new numbers. New numbers can be provided by BICS with respects to numbers 'availability and technical feasibility. For all new numbers or take over of existing numbers an official document attesting a correct address of the Customer in concerned city must be provided. BICS will make its reasonable efforts in order to provide consecutive numbers when possible.

Taking over the phone number of another customer is possible for an extra fee and provided that both customers apply for this number transfer via the appropriate request form. Upon receiving the duly completed and signed request form, BICS will reallocate the number provided that as all debts linked to the number have been settled in full.

A Letter of Authorisation must be provided to allow the take over of existing numbers from an other operator.

3.2.3.2 Numbers and IP PBX association

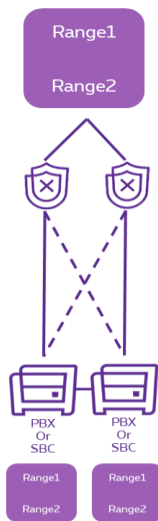
When the Customer has 2 IP PBXes backcupping eachother, the Customer's numbers under this Agreement can be associated in two different ways:

- **Common range:** In this mode, all the Customer's numbers are associated to both IP PBXes. This means that any call to any numbers of the Customer under this Agreement, shall be sent to any of IP BBX only according to channels availability.
As a logged-in End user is present in site A or site B, this may result in large internal traffic between both IP PBXes.
- **Dedicated range priority:** In this mode, each IP PBX has his own dedicated numbers. Calls to these numbers will be sent to the second IP PBX only if the dedicated one is not reachable. This setup will limit the quantity of internal traffic between both IP PBXes.

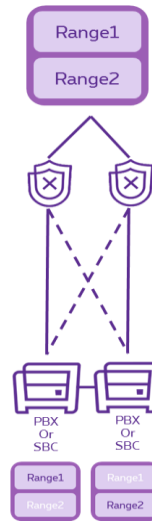
The Customer mentions the selected mode in the Oder form.

In case of Basic single design, the Common range mode is always applicable.

Common range (for Basic Single, Basic-Multi, Secure-Multi)



Dedicated range priority (for Basic-Multi, Secure-Multi)



3.2.3.3 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 or BICS 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 months before it comes into effect and as soon as possible for the change required by BICS.

For Belgian numbers, Proximus will communicate the new number(s) to callers dialing the old (Belgian) number, unless the number 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. Such communication is not supported for non-Belgian numbers.

3.2.3.4 Number portability

3.2.3.4.1 Customer Relocation

Belgian numbers

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.

Non-Belgian numbers

BICS shall use its reasonable efforts to transfer the number provided that this Customer's request is compliant with the applicable local regulation.

3.2.3.4.2 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 steps with Proximus or BICS on the Customer's behalf regarding the transfer of the number. 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 have to 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 or BICS, however, may refuse the transfer of the number:

- If the Customer asks to have his Belgian number ported to another telephone Belgian area;
- If the operator to which the Customer wants to port his number(s) does not comply with the statutory procedures for number portability; or
- If the port out request is not in line with the local regulation.

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. 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.

3.2.4 Emergency Calls

In Belgium

This section is applicable when a Belgian 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 actual address, provided by the Customer for the Site on which the IP PBX/UC application server is localised and which is registered with Proximus.

Taking into account the technical evolutions, the Customer is able to use the Service with a same allocated number from a physical address which differs from the address that the Customer has provided to Proximus for the localisation of the IP PBX/UC application server (hereinafter, called Nomadic Use). Two situations of Nomadic use have to be distinguished: the Teleworking (the caller is localised temporarily or permanently on a Remote Customer's Site) and the Homeworking (the caller is not localised on a Customer's Site (for example the caller is localized at its residence or at a third party's Site). In case of Nomadic use, the access to and the localization by the emergency services is supported by the Service within the following limits:

- Unless the access to the emergency services is blocked by Proximus or the Customer under a separate contract, Proximus ensures the access to the emergency services by means of a specific routing facility. This is included per default in the Service.
- The correct localization of the caller in Homeworking based on the calling number by the emergency service is **not** possible.
- The correct localization of the caller in Teleworking by the emergency service is ensured only provided that the following conditions are fulfilled:
 - (a) The Customer has subscribed to the Emergency Virtual Number (EVN) option which allows Proximus to link the call to the address of the Remote Site and not to the number of the caller. This option has to be subscribed per Remote Site;
 - (b) The IP PBX/UC application server (or SBC in case of SBC) of the Customer is compliant with Proximus Network Specifications;
 - (c) The IP PBX/UC application server of the Customer is correctly programmed to transmit to Proximus the postal code of the Remote Site from which the call is made as well as the telephone number corresponding to the said Remote Site in compliance with the documentation provided by Proximus during the implementation phase; and
 - (d) The information (numbers and related addresses of all Sites where calls to emergency services can be made) provided by the Customer to Proximus is correct and accurate.

If these conditions are not cumulatively fulfilled, the correct localization of the caller in Teleworking is **not** possible.

Proximus draws the Customer's attention to the fact that in case of Nomadic use using the Service in Homeworking situations or using the Service in Teleworking situations whereas conditions mentioned above are not cumulatively fulfilled may have serious consequences for the Customer or the End users since the correct routing of calls to the emergency services cannot be ensured.

In case of use of the Service with a Cloud IP PBX/UC application server, Customer has to be aware that there is an inherent nomadicity feature of the Cloud IP PBX. Therefore the possibility to access to and the localization by emergency services must be carefully verified by the Customer with its IP PBX/UC application server provider. Any limitation with regards the access to and localization by the emergency services resulting from the use of a Cloud IP PBX/UC application server, may not be taken as a limitation or malfunctioning of the Service. In particular, Proximus declines all responsibility under this Agreement in case of non-availability of or wrong localization by emergency services resulting from the use of a Cloud IP PBX/UC Application server.

The Customer can absolutely not use the Service to reach the emergency services when the correct localization by the emergency service is not ensured and Proximus recommends the Customer to block, at the IP PBX/UC application server level, every outgoing calls to emergency services as the emergency services could not know where the call is coming from.

Outside Belgium

This section is applicable when a non-Belgian number allocated by BICS under this Agreement is used to call a local emergency number of a emergency service centers in a country listed in the Countries Coverage Annex.

BICS provides access to and enables correct caller localization by the local emergency services if the physical address of the telephone line/number from which the calls are made is the same as the Customer's actual address, provided by the Customer for the Site on which the IP PBX/UC application server is localised and which is registered with Proximus and BICS.

In case of Nomadic use (as defined in the section In Belgium), the access to and the localization by the emergency services is supported by the Service within the following limits:

- Unless the access to the emergency services is blocked by Proximus or the Customer under a separate contract, Proximus ensures the access to the emergency services by mean of a specific routing facility. This is included per default in the Service.
- The correct localization of the caller in Homeworking based on the calling number by the emergency service is **not** possible.
- The correct localization of the caller in Teleworking by the emergency service is ensured only provided that the following conditions are fulfilled:
 - a) The IP PBX/UC application server (or SBC in case of SBC) of the Customer is compliant with Proximus Network Specifications;
 - b) The IP PBX/UC application server of the Customer is correctly programmed to transmit to Proximus and BICS the telephone number corresponding to the said Remote Site in compliance with the documentation provided by Proximus during the implementation phase;
 - c) The information (numbering and related addresses of all Sites where calls to emergency services can be made) provided by the Customer to Proximus is correct and accurate; and
 - d) only the registered Remote Site related number shall be used to call the local emergency numbers.

If these conditions are not cumulatively fulfilled, the correct localization of the caller in Teleworking is **not** possible.

Proximus and BICS draws the Customer's attention to the fact that in case of Nomadic use using the Service in Homeworking situations or using the Service in Teleworkings situations whereas the conditions mentioned above are not cumulatively fulfilled or in case of use of the Service with Cloud PBX/UC application server (due to inherent nomadic feature of the Cloud IP PBX/UC application server) may have serious consequences for the Customer or the End users of the Service, since the correct routing of calls to the emergency services cannot be ensured. **Therefore in these cases, the Customer can absolutely not use the Service to reach the emergency services and has to block, at the IP PBX level, every outgoing calls to emergency services** as the emergency services will not know where the call is coming from.

In addition, the Customer acknowledges and agrees that in case of modification of the Site related number and/or adress information, Proximus will modify it as soon as possible towards the relevant authorities and that the modifications will be effective at the latest within 14 Business days from Proximus' confirmation of the Customer's request. During this period, the access to the emergency services will be available for the concerned number based only on the previously provided information and/or the access to the emergency services might be unavailable during the information update process. Customer has to inform its End users

of this limitation. Proximus and BICS may not be held liable for not providing access to the appropriate emergency services for calls made as from the new address during this update process.

The Customer guarantees that (1) the CLI used by the caller for calling emergency services centers is identical to the CLI of the number used by that same caller to receive incoming calls and (2) in case of call forward to emergency service, only the CLI of the initial calling party will be displayed.

The Customer acknowledges and accepts that the emergency services feature may not function correctly or at all if there is network congestion that is outside BICS or its supplier's control.

In both cases

Customer bears the risks related to any Nomadic Use of the Service for calls to emergency services. The Customer is responsible for informing all persons using the Service about (i) any emergency access or localization limitations described above and if (ii) access to the emergency services is blocked. Proximus and if applicable BICS 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 fulfill any obligations mentioned in this section.

Proximus and if applicable BICS may not be held liable for not providing access to the appropriate emergency services for calls made from (1) a number not allocated by Proximus or BICS under this Agreement or (2) a number allocated by Proximus or BICS under this Agreement originated from a outside of the country of the address allocated to the said number or in case the applicable geographical restriction with regards to the use of the number is not complied with .

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 and BICS 's control and (2) hold the line of the caller open if he/she hangs up.

3.2.4.11 Directory Services and Information Services

Belgian Numbers

In accordance with the regulations in force, Proximus shall supply all publishers of directories and suppliers of an information service with the surname and initials or the first name of the Customer or, for a legal entity, the official name, its address and the Belgian telephone number assigned by Proximus.

The choice of whether or not to appear in the directories and the information services is proposed to the Customer at the time of subscription to the Agreement. The Customer specifies whether he wishes for his data to be included in directories and information services or whether he wishes for his number to remain secret (**private number**). The Customer also specifies whether or not he wishes for his name and address to be able to be found using his telephone number. The Customer may change his choice at any time via the website www.1307.be.

Subject to the written consent of the Customer holding the line, natural persons living with the Customer shall be entitled to be listed under his own name, free of charge.

Subject to payment, the Customer may obtain one or more paid insertions for additional information, informative data such as professional activity, etc. For more information on the different possibilities, visit www.1307.be/ads.

The Customer shall be responsible for the accuracy of the data that he communicates to Proximus. Any change to the Customer's identification or connection particulars shall be included in the database of the information service and directories (paper & electronic) as soon as possible.

Non-Belgian Numbers

Regarding the non Belgian Numbers only one Site related number will be communicated to local authorities for publication.

3.2.5 Private calls

Private calls are initiated from one of the Customer's Sites connected to the Service and destined for another Site within the same VoIP network of the Customer. Since these calls remain within the Customer's network and don't have to be transferred to Proximus's VoIP platform, they are not managed nor billed by Proximus. Therefore the IP PBX is generally using short dialing (e.g. last 4 digits of the number) in order to improve Customer friendliness, but also in order to make the difference between a call that needs to be sent out via the Service, and a call that must stay on the LAN/WAN of the Customer.

3.3 Value-added services

The value-added services are available towards Belgian and non-Belgian numbers unless mentioned otherwise. Except for call forwarding on demand, the value-added services are applicable to all Customer's numbers allocated under this Agreement.

3.3.1 CLIP

Calling Line Id Presentation. Refers to the possibility to show the number of the caller for an incoming call.

3.3.2 CNIP

Calling Name Id Presentation. Refers to the possibility to show the name of the caller (as known in the national directory services) for an incoming call. This service is only available towards Belgian numbers.

3.3.3 CLIR

Calling Line Id Restriction. Refers to the possibility to restrict the display of the calling identity at called side for an outgoing call. This restriction, if subscribed by the Customer, is not applicable when calling emergency services.

3.3.4 DTMF

Dual Tone Multi Frequency (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.

3.3.5 Outgoing Call Barring (OCB)

Possibility to block outgoing calls to specific destination types such as Premium numbers (090x) or International numbers, ... and this at network level.

Available restrictions are:

Gaming (0905); Adult (0906/0907); Premium service VoIP (090x); International ; Non-national ; Total

This value-added service is only available towards Belgian numbers.

3.3.6 Incoming Call Barring (ICB)

Possibility to block all incoming calls at network level.

3.3.7 CLI conservation for forwarded calls

The SIP302 method allows the original caller CLI to be shown at forwarded side. The IP PBX must support this method, available by default on the network.

3.3.8 Call Forwarding On Demand

Possibility to re-route up to 3 numbers to another destination. This value-added service is only available towards Belgian numbers.

3.3.9 Analog terminal device compatibility

The Service supports codec protocols T.38, G.711, G.729.

Analog devices need to be connected via Analog Terminal Adapters (ATA) or directly through an analog port of the IP-PBX/UC application server.

Although Proximus VoIP platform supports fax services using the G.711, it is more recommended to use T.38 codec for this purpose if it can be ensured end to end.

As not all users are using T38 to transmit faxes, therefore the Customer must put in place a fallback mechanism to G711 codec regarding fax transmission.

4. Implementation Phase

4.1 Ordering

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

- The Initial term of the Agreement
- Optional service components selected by the Customer
- number of ordered voice channels

For all new numbers or take over of existing non-Belgian numbers an official document attesting a correct address of the Customer in concerned city must be provided. Proximus reserves the right to request additional information or documentation to justify the assignment of numbers.

4.2 Assist Services

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus and if applicable BICS start the implementation process.

Only Proximus and if applicable BICS or their subcontractors are allowed to do the implementation. All implementation activities are performed during Business Hours. If the Customer wishes, he can obtain a quote for implementation activities outside Business Hours.

Proximus and if applicable BICS carry out the following activities during the implementation of the Service:

- Appointment of a Proximus Project Manager to manage the implementation activities within a controlled project environment, tracking them carefully and reporting on their progress. The main task of the Project Manager is to ensure smooth collaboration between all the Parties involved into the service implementation phase. He acts as the Single Point of Contact (SPOC) for the Customer and steers the communication flows and teams together with the person assigned by the Customer as his counterpart.
- Configuration of the Service according to requested setup described in the Offer
- Backup of the the configuration
- Allocation of the new phone numbers and/or port in of existing phone numbers and/or migration of the existing phone numbers previously activated on another Proximus fixed telephony solution
- Activation of the (new and existing) phone numbers
- Activation of the Service

Once the Service is activated, the Service is deemed as made available for the Customer. The Customer is informed of this activation date by Proximus.

In order to avoid all misunderstanding, Proximus draws the attention of the Customer's attention to the fact that the following activities are not included in the implementation of the Service by Proximus and if applicable BICS:

- Installation and activation of the Proximus data connectivity including CPE or data centre connection
- Installation, configuration and activation of the Customer's IP PBX/UC application server
- Installtion, configuration and activation of the Customer SBC
- Internal cabling

4.3 Optional Assist services

4.3.1 Consultancy

The Customer may subscribe to a Consultancy service about the configuration on IP PBX/UC application server not sold or rented to the Customer by Proximus. The Consultancy is only about configuration of same IP PBX type and models than the ones sold or rented by Proximus.

4.4 Implementation timing

Proximus makes every effort to ensure the activation of the Service occurs within fifteen (15) Business Days as from the moment the following conditions are cumulatively met: (1) an active Proximus data connection compatible with the Service is available at the Customer's Site where the IP PBX(es) is (are) connected, (2) all prerequisites are met at conclusion of the Agreement (3) the migration of the Customer's existing phone numbers, previously activated on another Proximus fixed telephony solution is completed and (4) the implementation phase is related to Belgian numbers only.

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.

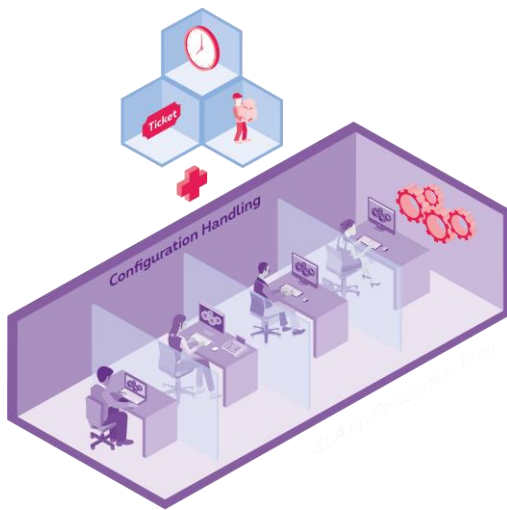
In order to ensure that the migration (including port in) of the Customer's existing Belgian phone numbers takes place at an opportune moment for both Parties, the Parties shall determine in mutual agreement the details of the migration (including an overview of the Customer's Belgian phone numbers to be migrated and the corresponding estimated start date(s) for the migration (waves)) (the "Migration Schedule") This migration Schedule will be communicated to Proximus within fifteen (15) Calendar Days after Proximus sends the Customer a written notification it started the migration and Proximus shall use all reasonable efforts to ensure the effective migration shall be completed at the latest within thirty (30) Calendar Days after Proximus sends the Customer a written notification it started the migration.

In case (1) not all the Customer's phone numbers were in scope of the Migration Schedule agreed between the Parties or (2) the migration of the phone number as foreseen in the Migration Schedule could not take place (at the timing foreseen in the Migration Schedule) for reasons due to the Customer, the Service shall only be activated for the phone numbers that were effectively migrated based on the initial Migration Schedule. In case the Customer wishes the activation of the Service on its remaining phone numbers, it should conclude a new agreement with Proximus in this respect.

4.5 Acceptance

At the end of the implementation phase, Proximus 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	+32 (0)800 14888 Or +32 70 233706, if the freephone number (0800) is not accessible outside Belgium
Portal	https://www.proximus.be/login

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 Software Incident can be solved remotely, Proximus will start a remote intervention in close collaboration with the Customer. The Customer is informed about the progress on a regular basis.

Proximus restores the configuration of the solution element in scope based on the latest available configuration backup.

5.3 Configuration Handling

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

- 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

5.3.1 Access and Configuration Handling

This section defines the access management rights held by Proximus and the Customer related to the solution element in scope of this service component.

5.3.1.1 Configuration Handling without Access Rights

Proximus collects and documents up-to-date information about the solution element in scope and makes use of planned, and in some cases automated, processes aimed at keeping the solution element up-to-date.

Proximus performs actions aimed at keeping the solution element in scope 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.

5.3.2 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 first backup is made during the implementation phase.

Unless otherwise agreed in writing between the parties, the configuration backups of the Solution elements in scope are scheduled to be performed on a daily basis and to run at night. The backup of the configuration is stored in a secure location managed by Proximus.

Concretely the backup performed by Proximus under this Agreement includes:

- Regarding the CPE, only the Voice QoS configuration
- Regarding Platform and SIP trunk: Network configuration including numbering plan and associated voice channels .

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

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

- Add/remove numbers
- Add/remove channels
- Implementation type

5.3.4 Updates and Upgrades

5.3.4.1 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. Proximus has no obligation to implement each Upgrade and Update made available by the vendor, increase the capacity of the solution element in the scope or to extend the solution element in the scope. Such Updates/Upgrades cannot be refused by the Customer.

5.4 Reporting

This section contains service components for the reporting on technical and other Service parameters, by Proximus to the Customer.

5.4.1 Technical Reporting

Technical reporting aims to provide structured information on the history of specific performance parameters of a monitored item. The reports are available for the Customer via the self-service portal and are optional. The reports are static and contain statistical and trending data.

5.4.1.1 Service Usage Reporting (basic reporting)

Access to clear graphics allowing to consult:

- Level of use of the solution (capacity usage)
- Calls distribution following the national or international destinations
- Level of VoIP quality (Mean Opinion Score)

5.4.1.2 Service Health Reporting (extended reporting)

Access to clear graphics and quantified values allowing to consult:

- Level of use of the solution (capacity usage)
- Number of voice channels used by the solution (maximum simultaneous calls)
- Number of calls attempts
- Calls distribution following the national or international destinations
- Level of VoIP quality: packet loss, jitter, delay and MOS.
- Level of use of codecs (G.711 and G.729)

6. Service Levels

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 once the implementation phase has been accepted by the Customer in compliancy 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 Service provides the Customer with different Service Levels in terms of Incident Handling Window, Service Restoration Time and Service Availability. These Service Levels cover the functioning of the VoIP Platform only and provided that the Customer has an IP PBX or SBC (in case of SBC) compliant with Proximus Network Specifications. The SLAs are not applicable for problems related nor a poor quality calls with interference, cross-talk, problems external to the Proximus VoIP platform.

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, a Proximus data connection issue, IP PBX (or SBC in case of SBC) non compliant with Proximus Network Specifications, or a third party,
- Time outside the Servicing Window, and
- Planned works (including interruptions for maintenance).

No Service Levels are applicable for On-demand Support.

6.2 SLO and SLA

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

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

The parameters in terms of Service Windows applicable to the Service are the ones defined in the Customer contract of the Proximus data connectivity underlying the Service for the Site where the said Customer IP PBX is installed.

6.4 Incident Priority

In case the Customer detects an Incident, he can contact the Service Desk. The Service desk will assign an Incident priority based on the Incident’s impact.

Priority definitions	
P1*	Service completely interrupted
P2	Service severely degraded (critical business functions) or backup active
P3	Limited impact (business processes can continue)
P4	No impact/request for info

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

In accordance with the General Terms and Conditions, Proximus will make maximum use of the following planned maintenance windows: between 10 p.m. and 6 a.m. at night on Business days.

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.

When required by the General Terms and Conditions for Professional Customers, Proximus shall inform the Customer personally or by publishing a notice on the Self-Service portal.

6.6 Service Level Description

The parameters of Service Levels in terms of Service Windows, Service Restoration Time, Service Availability and Service Credits applicable to the Service are the ones defined in the Customer contract of the Proximus data connectivity underlying the Service for the Site where the said Customer IP PBX is installed.

In case of an Incident caused by Proximus data connectivity problems, only the Service credits for the data connectivity service will apply, the Customer is not entitled to claim any Service credits under this Agreement.

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.

The Agreement is concluded for an Initial Term specified in the Agreement 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 3.2.3.4.2. above for more information on the number port out procedure),.

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

7.2.3. Except in case of Proximus data connection subject to a Explore voice access contract, the termination of the Agreement for whatsoever reason will not automatically lead to the termination of the Customer's data connectivity contract concluded with Proximus. Except when the Customer replaces its Explore voice access contract by an Explore Intense contract, the termination of the Customer's data connectivity contract for whatsoever reason will automatically lead to the end of this Agreement.

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.

Effects of termination

7.2.6. 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.

7.2.7. The Customer acknowledges and agrees that if a phone number allocated under this Agreement to the Customer is terminated, the access to the emergency services is also terminated. The Customer shall immediately inform the End Users that they will no longer be able to access to the emergency service by dialling from the said number.

7.2.8. The content backed up by Proximus in the framework of this Service will no longer be available after the Service has been terminated, regardless of the reason therefor. Consequently, before the termination of the Agreement, the Customer must take the necessary measures to retrieve his content as explained in the documentation made available to him by Proximus. The Customer shall be responsible for reinstalling the content on his own equipment or on the equipment of a third party with his own licenses.

7.2.9. In addition to the General Terms and Conditions, 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.

7.3 Amendments to the Agreement

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.

Proximus reserves the right to adjust the prices twice per calendar year, in accordance with the Consumption Price Index and the following price adjustment formula:

$$P1 = PO \times (CPI 1 / CPI 0)$$

Where:

- P1 = the new price;
- PO = price applicable before the current indexation;
- CPI 0 = the Consumption Price Index applicable on (i) the date of the previous instance of indexation or (ii) the date one year before the current moment of indexation if no previous instance of indexation has occurred yet;
- CPI 1 = the Consumption Price Index applicable on the date of the current indexation.

A price adjustment based on the price adjustment formula shall not give the Customer any right to terminate the Agreement without an early termination fee.

If Proximus decides not to index its prices or certain price components at a given indexation occasion, this shall not be considered as a waiver of this right and Proximus explicitly reserves the right to adjust the prices or other price components accordingly at a future occasion of indexation.

7.4 Obligations of the Parties

7.4.1. Proximus public telecommunications infrastructure

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.

7.4.2. Proximus Data connection

The Proximus Data connection 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;

The Customer acknowledges and accepts that its or a third party's use of the Proximus Data connection may have an impact on the availability of the Service.

To ensure the proper functioning of the Service, the Customer must ensure that he himself or the Data connection holder has the skills required for routing the volume of traffic. The Customer may be required to take measures specified by Proximus to this end. The same obligations apply if the Customer performs any act likely to result in the intensive use of the Data connection, even if only on an occasional basis.

In the context of this Agreement, Proximus is in no way liable for the proper functioning of the Proximus Data connection 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 Data connection and that failure of the Service resulting from problems attributable to the Proximus Data connection is excluded from the Service Level calculation.

7.4.3. Terminal equipment, IP PBX and SBC

7.4.3.1. Only Terminal Equipment, PBX and SBC complying fully with the legal provisions and technical requirements specified by Proximus can be connected to the Proximus infrastructure. In this regards, as set

out in the General Terms and Conditions, the Customer shall comply with the prerequisites defined by Proximus, including the Proximus Network Specifications. The Customer accepts that these prerequisites may change at any time without being regarded as an amendment to the Agreement. The Customer understands and accepts he may o.a. have to switch to a different Terminal equipment, IP PBX and/or SBC during the Agreement at his own expense due to a change of prerequisites.

The Customer shall make sure to connect only compatible Terminal Equipment, SBC and PBX that is in good working order to the network.

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

7.4.3.2. 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 Terminal Equipment, SBC 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.

7.4.3.3. The Customer shall take all the necessary measures to prevent fraudulent access to its Terminal Equipment, SBC, PBX and/or to his computer system, notably by installing an effective firewall.

7.4.4. Numbers and calls

7.4.4.1. 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 or BICS has allocated to him.

7.4.4.2. The Customer duly acknowledges the specific rules in each country related to the use of geographic numbers. The Customer is responsible to comply with them. Proximus and/or BICS cannot be held responsible if the Customer does not comply with them. The Customer acknowledges that it is not authorized to (i) assign a geographic number pertaining to one particular area, or (ii) to generate and/or use CLI's (Calling Line Identifications) which do not correspond to the Belgian number allocated to the Customer under this Agreement. In these cases, and without prejudice to Proximus' right to claim damages, Proximus is entitled to charge the Customer with all additional costs corresponding to the additional costs arising from the Customer's unauthorized use (a.o. additional costs charged by the foreign operators). Without prejudice the foregoing and the Emergency calls sections, the numbers assigned under this Agreement may be used in Nomadic way.

7.4.4.3. 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

7.4.4.4. Calls to surcharged numbers outside Belgium are not supported. Calls to short numbers other than emergency numbers are not supported outside Belgium.

7.4.5. Portal

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.

7.4.6. Support

7.4.6.1. The support activities covered by this Agreement are described in the Chapter Operational Phase. Replacement, repair of the affected Solution element 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 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;
- 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 in using or setting up Solution element (such as using too high voltage, spilling liquids, etc.);
- g. the failure of the Customer to respect his obligations as stipulated in this Agreement;
- h. Change made by the Customer or a third party to the Customer's infrastructure underlying the Service.

7.4.6.2. 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.

7.4.7. Project manager

Proximus deploys persons with the necessary expertise, knowledge and experience for the performance of the Service.

Proximus may have the designed person replaced at any time by another person with similar expertise, experience or knowledge, provided that this replacement has no adverse effect on the performance of the Service.

Proximus shall inform the Customer of any illness or other sudden absence of the designed person and, where possible, said person's expected return date. Proximus undertakes to make every reasonable effort to provide a substitute for this person possessing the same or an equivalent profile for the duration of the absence.

The mission of the Project manager ends at the acceptance of the implementation phase for the said Site(s)

7.4.8. Consultancy and Reporting

All documents prepared by Proximus in the framework of the Service are made in good faith on the basis of information available at the time. They are intended solely for the Customer for internal use only. They may not be used or relied upon by any third party without the prior written consent of Proximus. Proximus accepts no responsibility or liability for any report or document that it has prepared in the framework of the Service for any party other than the Customer.

If the Customer does not send Proximus any written objections within 5 Business days of the date of receipt of the said document, the latter will be deemed to have been definitively and irrevocably accepted by the Customer. Such notice must set forth in detail in what way the Service fails to satisfy the level of performance required. The Parties shall use all reasonable efforts to remedy all reported and acknowledged problems and rerun the acceptance procedure as soon as possible.

The Service may include advice and recommendations. Proximus uses all reasonable skill and care in the preparation of such advice and recommendations but the Customer acknowledges that all decisions in connection with the implementation of such advice or recommendations shall be its own responsibility. Proximus cannot be held liable for the results that the Customer obtains in following Proximus's advice and recommendations nor for any loss or damage incurred as a result of or in relation to the Customer's reliance on such advice or recommendations.

7.4.9 Additional Customer's obligations

7.4.9.1. In addition to the general terms and conditions, the Customer shall (i) comply with all (local) applicable laws and regulatory provisions (including any numbering plan), any request, decision, instruction or order of a competent authority, (ii) comply with any instruction or restriction communicated by Proximus from time to time (iii) not use the Service for any unauthorized, fraudulent, illegal or illicit purpose, (iv) ensure that any information provided to Proximus is accurate and up-to-date, and (v) use the Service only in accordance with the Prerequisites and Network Specifications set out in the Agreement.

In case of partial or complete failure or reasonable grounds to believe that there is a partial or complete failure to comply with this article, Proximus and BICS are entitled to suspend the Agreement without prior notice and without any compensation is due and the Customer indemnifies and holds Proximus and BICS harmless for any and all claims, actions, losses, costs or damages incurred by Proximus, BICS or any third parties as a result of such (alleged) failure.

7.4.9.2. During the full term of the Agreement, the Customer must notify Proximus :

- before carrying out any changes to his IP PBX (e.g. software updates, additional licenses, etc.).

- of any elements that could affect the Service, e.g. a change in his LAN, the addition of users or services, etc

7.4.9.3. The Service can only be supplied if the equipment installed on the Customer's Site is electrically powered. It is the responsibility of the Customer to ensure this throughout the Agreement. Proximus shall not be liable for any damages resulting as a direct or indirect consequence of absence of electrical power at the Customer's Site.

7.5 Payment, billing and Tax

7.5.1 The one time fee is billed to the Customer as soon the Service is activated .

7.5.2. As soon as the Service is activated, the recurring fee (including the number or the number ranges, VoIP channels, also called the 'subscription fee') will be billed in advance on a monthly basis. The fees for the billing period underway at the time the Agreement is terminated will remain due. In case of termination for whatsoever reason, the prepaid amount shall not be refund.

7.5.3. 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 Proximus List of Rates and Prices will be applied.

7.5.4. The Service provided to the Customer in the framework of the current Agreement shall be wholly invoiced by Proximus to the Customer even when the Customer subscribes to non-Belgian numbers.

7.5.5. The Customer is required to pay the communication charges which is determined by the Proximus and BICS registration system (or that of their supplier). The duration of a call is the time between that when the called party picks up 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 ten (10) minutes. Non-Belgian Premium numbers are not accessible.

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

7.5.7. 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.

7.5.8. To the exception of income tax payable by Proximus, the Customer shall pay all taxes and levies imposed by any competent authority whatsoever, including fines and interest, on the installation and commercial operation of the Services with the Customer. The Customer shall reimburse any sum that Proximus has paid to a competent authority in this regard upon first request and within 15 Calendar days by the latest. This clause includes, but is not limited to, the VAT (including fines and interest) that Proximus is held (jointly or severally) liable for in relation to the Services (in Belgium or abroad). The amount of VAT, including the fines and interest, will be payable by the Customer to Proximus upon first request. If requested by the Customer, Proximus can decide at its own discretion to file an administrative or judicial

appeal against the claim of the competent tax authority. In such a case the costs of the procedure, including legal fees and expert fees, will be borne by the Customer.

7.6 Protection of personal data

Proximus acts as data controller for all personal data processed by Proximus under this Agreement including with regard to the eventual list communicated by the Customer of fixed numbers to be included in the scope of the Agreement. BICS acts as subprocessor of Proximus when the Customer has subscribed to non-Belgian numbers.

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.

7.7 Miscellaneous

No constraint - The Customer hereby undertakes that, at the date of the entering into force of this Agreement there are no regulatory constraints to contract the Service, nor any embargo's adverse to contracting the Services with Proximus and BICS. The Customer further agrees that it will inform Proximus in the event a regulatory or legal constraint would raise. In case of regulatory or legal constraints, Proximus or BICS shall be entitled to terminate the Agreement without prior notification and any compensation. Customer shall indemnify and hold harmless Proximus and BICS from any damages that might be raised in these circumstances.

Notifications. - BICS shall not contact the Customer even if the Customer has subscribed to non-Belgian numbers. All communications relating to the Agreement shall be made between Proximus and the Customer. In this regard, Proximus shall use the Customer contact data mentioned in the Order Form.

Any notice or other communication to be given by the Customer under this Agreement relating to International part of the Service shall be in writing, sent by electronic mail and addressed to email address provided in his Welcome letter or via his sales representative

Beneficiary. - All the provisions of the Agreement that benefit to Proximus also benefit to BICS with regard to the aspects of the Service relating to non-Belgian numbers granted by BICS to the Customer.

8. Annex 1 – Prerequisites

To benefit from the Service, the Customer must have the following components beforehand and during the full term of the Agreement :

- At least the main site connected via Proximus Explore MPLS network using Explore Intense, Explore Voice Access or International Explore or connected to a Data Centre via a Proximus Data Centre Connection such as Explore Cloud Connect.
- Telephony equipment compatible with the Service (in particular, an IP-PBX/UC application server compliant with Proximus Network Specifications);
- A LAN/WAN suitable for the transport of VoIP, set up and dimensioned to transport the Service with the desired quality.
- He must be the title holder of a Proximus Explore connectivity contract;
- He must have a LAN allowing the transport of VoIP traffic;
- He must use an IP-PBX/UC application server respecting the Proximus Network Specifications related to Business Trunking. Alternatively, the Customer may use a customer SBC supplied and managed by Proximus, provided that (1) the IP-PBX/UC application server is compatible with this customer SBC and (2) the SBC is compliant with the Proximus Network specifications. The Customer understands and accepts, however, that using an IP-PBX/UC application server with a customer SBC, supplied and managed by Proximus, does not guarantee that the Service will function properly, and Proximus declines responsibility for any malfunctioning of the Service and/or the IP-PBX/UC application server.

Only terminals and equipment (voice gateway, ATA, etc.) that fully comply with the legal provisions and are compatible with a IP-PBX/UC application server compliant with Proximus Network Specifications can be connected to Proximus's VoIP platform via the Explore network

The Proximus Network Specifications enclosed to this Annex can be adapted at any time by Proximus due to legal, Service and/or technology evolution. The Customer will find an up to date version of these specifications on the following link

<https://www.proximus.com/investors/regulatory-information.html>

or any successor link adapted from time to time by Proximus.

Proximus Network Specifications to comply with regarding Business Trunking:

PXM IMS Corporate VoIP - UNI specification - General

https://www.proximus-cdn.com/dam/jcr:ba9bfc38-45eb-42f0-8e8c-66c50c0585f1/PXM_IMS_Corporate_VOIP-UNI_specification_General_v2.2.docx

PXM IMS Corporate VoIP - UNI specification - SIP signalling - Business Trunking with IMS services

https://www.proximus-cdn.com/dam/jcr:6746d62c-c9ef-4243-80b4-df64998c2c10/PXM_IMS_Corporate_VoIP_UNI_specification_SIP_signalling_Business_Trunking_with_IMS_services_v2.2.docx

PXM IMS Corporate VoIP - UNI specification - Address templates

https://www.proximus-cdn.com/dam/jcr:9baf0ac-5107-4cc8-abec-2c97cf3408a1/PXM_IMS_Corporate_VOIP_UNI_specification_Address_templates_v2.2.docx

9. Annex 2 – Countries Coverage

Austria

Croatia (only Individual numbers and ranges of 10 can be requested)

Denmark

Finland

France

Germany

Hungary

Ireland

Italy

Latvia (only Individual numbers and ranges of 10 can be requested)

Lithuania (only Individual numbers and ranges of 10 can be requested)

Luxembourg

Netherlands

Poland

Portugal

Slovenia

Spain

Sweden

United Kingdom