



EBU Solutions

Contractual Service Description Internet

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Table of contents

| | |
|--|----|
| Table of contents..... | 2 |
| 1. Summary..... | 3 |
| 2. Service at a glance | 4 |
| 3. Functional Services..... | 10 |
| 4. Implementation Services..... | 19 |
| 5. Operational Services..... | 21 |
| 6. Service Level Agreement (SLA) | 31 |
| 7. Specific Terms and Conditions | 36 |
| 8. Annex -Technical Parameters | 41 |

1. Summary

Proximus offers a wide range of services for accessing and using the Internet for residential and professional Customers. This Contractual Service Description describes the Internet services which are offered specifically towards professional Customers (hereafter called 'the Service').

The Service is offered in different flavors. The Customer mentions the chosen flavor in the Order form.

The Service is based on the following infrastructure elements, called Solution element(s) :

- Customer Premises Equipment (CPE)
- Internet Access line (line)
- Internet Service Platform (Platform)
- Hardware installed at the Customer's premises in case of Mobile Back-up (HW mobile backup)

The term 'Product(s)' means the CPE provided by Proximus and the Hardware mobile backup.

The functionality of the Service is described more in details in the Section 'Functional Services', whereas the support provided to the Customer during the implementation and the operational phases is described respectively in Sections 'Implementation Services' and 'Operational Services'.

2. Service at a glance

The Service is offered as five different Service Flavors, each Flavor corresponding to a set of Service Components regarding the functionalities of the Service as well as the support provided during the implementation and operational phases. The Service components are detailed per Flavor in the table below where 'DEF' means 'included by default', and 'OPT' means 'optional'.

Once the flavour and options (if any) 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.

2.1 Functional services for Flavors based on copper technology

| Internet | Service Components | Internet Office&Go Comfort | Internet Maxi with Bizz Services | Internet Pro | Internet Pro+ | Internet Pro+ Essential |
|--------------------------------------|-------------------------------|----------------------------|----------------------------------|--------------|---------------|-------------------------|
| FUNCTIONAL SERVICE COMPONENTS | | | | | | |
| Internet Access | Internet bandwidth (copper) | DEF | DEF | DEF | DEF | DEF |
| | Unlimited transmission volume | - | DEF | DEF | DEF | DEF |
| CPE | CPE | Router | Router | Router | Router | Modem |
| IP address | Fixed IP address (IPv4) | OPT | OPT | OPT | DEF | DEF |
| | Fixed IPv6 address - block | - | - | - | DEF | DEF |

| Internet | Service Components | Internet Office&Go Comfort | Internet Maxi with Bizz Services | Internet Pro | Internet Pro+ | Internet Pro+ Essential |
|----------------------------|--|----------------------------|----------------------------------|--------------|---------------|-------------------------|
| | Extra fixed IPv4 address (IP pack) & structured IPv6-block | - | - | - | OPT | OPT |
| Ports | Unlimited ports | DEF | DEF | DEF | DEF | DEF |
| Number of End Users | Maximum number of End Users in IPv4 | 253 | 253 | 253 | 253 | - |
| Mailbox | Basic mailbox | DEF | DEF | DEF | - | - |
| Firewall | Managed firewall in CPE | - | - | - | DEF | - |
| Back-up solution | Mobile back-up | - | - | - | OPT | - |

2.2 Functional services for Flavors based on fiber technology

| Internet | Service Components | Internet Office&Go Comfort (FTTH) | Internet Maxi Fiber with Bizz Services | Internet Pro FullFiber | Internet Pro+ FullFiber | Internet Pro+ Essential FullFiber |
|--------------------------------------|--|-----------------------------------|--|------------------------|-------------------------|-----------------------------------|
| FUNCTIONAL SERVICE COMPONENTS | | | | | | |
| Internet Access | Internet bandwidth (fiber) | DEF | DEF | DEF | DEF | DEF |
| | Fiber Boost | OPT | OPT | - | - | - |
| | Fiber Boost Plus | OPT | OPT | - | - | - |
| | FullFiber Boost Pro | - | - | OPT | OPT | OPT |
| | Unlimited transmission volume | - | DEF | DEF | DEF | DEF |
| CPE | CPE | Router | Router | Router | Router | Modem |
| IP address | Fixed IP address (IPv4) | OPT | OPT | OPT | DEF | DEF |
| | Fixed IPv6 address - block | - | - | - | DEF | DEF |
| | Extra fixed IPv4 address (IP pack) & structured IPv6-block | - | - | - | OPT | OPT |
| Ports | Unlimited ports | DEF | DEF | DEF | DEF | DEF |
| Number of End Users | Maximum number of End Users | 253 | 253 | 253 | 253 | - |
| Firewall | Managed firewall in CPE | - | - | - | DEF | - |

| | | | | | | |
|------------------|----------------|---|---|---|-----|---|
| Back up solution | Mobile back-up | - | - | - | OPT | - |
|------------------|----------------|---|---|---|-----|---|

2.3 Implementation and Operational services for Flavors based on both copper and fiber technology

The following table describes the implementation and operational service components for Flavors based on both copper and fiber technology. The column 'Solution elements' specifies on which Solution element the said service component is applicable.

| Internet | Service Components | Solution elements | Internet Office&Go Comfort & Internet Office&Go Comfort (FTTH) | Internet Maxi with Biz Services & Internet Maxi Fiber with Biz Services | Internet Pro & Internet Pro FullFiber | Internet Pro+ & Internet Pro+ FullFiber | Internet Pro+ Essential & Internet Pro+ Essential FullFiber |
|--|------------------------------|---|--|---|---------------------------------------|---|---|
| IMPLEMENTATION SERVICE COMPONENTS | | | | | | | |
| | Installation | CPE, Line (if needed), HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | Rush installation (1) | CPE, Line (if needed), HW mobile backup | - | - | - | OPT | OPT |
| | Configuration and activation | Line, Internet Service Platform, HW mobile backup | DEF | DEF | DEF | DEF | DEF |

| Internet | Service Components | Solution elements | Internet Office&Go Comfort & Internet Office&Go Comfort (FTTH) | Internet Maxi with Bizz Services & Internet Maxi Fiber with Bizz Services | Internet Pro & Internet Pro FullFiber | Internet Pro+ & Internet Pro+ FullFiber | Internet Pro+ Essential & Internet Pro+ Essential FullFiber |
|----------|--------------------|-------------------|--|---|---------------------------------------|---|---|
|----------|--------------------|-------------------|--|---|---------------------------------------|---|---|

OPERATIONAL SERVICE COMPONENTS

| | | | | | | | |
|-------------------------------|--|---|-----|-----|-----|-----|-----|
| Reactive Care | Service Desk Access | CPE, Line , Internet Service Platform, HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | Remote Diagnostics | CPE, Line, Internet Service Platform, HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | Remote Intervention | CPE, Line, Internet Service Platform, HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | On-Site Intervention | CPE, Line, HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | Express spare part delivery | CPE | DEF | DEF | DEF | DEF | - |
| | On-site part replacement | CPE | DEF | DEF | DEF | DEF | - |
| | Configuration Restore | CPE, Line, Internet Service Platform | - | - | - | DEF | - |
| Configuration Handling | Configuration Management with Specific Access Rights | CPE | DEF | DEF | DEF | DEF | - |
| | Configuration Management w/o Customer Access Rights | Line, Internet Service, Platform, HW mobile backup | DEF | DEF | DEF | DEF | DEF |
| | Configuration Backup | CPE, Line | - | - | - | DEF | - |
| | Standard Changes | CPE, Line | - | - | - | OPT | - |

| Internet | Service Components | Solution elements | Internet Office&Go Comfort & Internet Office&Go Comfort (FTTH) | Internet Maxi with Bizz Services & Internet Maxi Fiber with Bizz Services | Internet Pro & Internet Pro FullFiber | Internet Pro+ & Internet Pro+ FullFiber | Internet Pro+ Essential & Internet Pro+ Essential FullFiber |
|-----------------------|--|--|--|---|---------------------------------------|---|---|
| Service Levels | Incident Handling Window Mon-Fri 8:00-22:00;Sat 8:00-16:30 | CPE, Line, Internet Service Platform, HW mobile backup | - | - | DEF | DEF | DEF |
| | Incident Handling Window Mon-Fri 8:00-20:00;Sat 8:00-16:30 | CPE, Line, Internet Service Platform, HW mobile backup | DEF | DEF | - | - | - |
| | Service Restoration time P1 5h | CPE, Line, Internet Service Platform, HW mobile backup | - | - | DEF | DEF | DEF |
| | Service Restoration time P1 same day | CPE, Line, Internet Service Platform, HW mobile backup | DEF | DEF | - | - | - |
| | Service Restoration Time P2 end of next business day | CPE, Line, Internet Service Platform, HW mobile backup | - | - | DEF | DEF | DEF |
| | Service Restoration Time P2 3 business days | CPE, Line, Internet Service Platform, HW mobile backup | DEF | DEF | - | - | - |
| | Service Availability 99.7% | CPE, Line, Internet Service Platform, HW mobile backup | - | - | - | DEF | DEF |
| | Change Implementation Window Mon-Fri 08:00-18:00 | CPE, Line | - | - | - | DEF | - |
| | Incident Handling Window 24x7 | CPE, Line, Internet Service Platform, HW mobile backup | - | - | - | OPT | OPT |

(1) Not available for Flavors based on fiber technology

3. Functional Services

3.1 Internet access

3.1.1 Technology

The Internet access provided by Proximus is based on copper or fiber technology. The technology used for the Customer is mentioned by means of the appropriate Order from .

3.1.2. Speed

The Service provides the Customer Internet access with the following maximum standard speeds:

| Internet Service Flavor on copper technology | Max. downstream speed | Max. upstream speed |
|--|-----------------------|---------------------|
| Internet Pro+ | 100 Mbps | 20 Mbps |
| Internet Pro+ Essential | 100 Mbps | 20 Mbps |
| Internet Pro | 100 Mbps | 20 Mbps |
| Internet Maxi with Bizz Services | 100 Mbps | 15 Mbps |
| Internet Office&Go Comfort | 100 Mbps | 6 Mbps |

Overview of speeds for professional Internet services on copper technology

The indicated maximum speed is a theoretical speed for a fixed Internet connection based on copper technology, which not all Customers can reach in practice. In case of flavors based on copper technology the speed is related to the Customer situation, it depends mainly on the distance between the connection point and the exchange, the availability of VDSL, the Customer’s computer installation and the indoor cabling. Only if these conditions are optimal the Customer will be able to benefit from the maximum speed. Use of Wi-Fi can also reduce Web browsing speed.

| Internet Service Flavor on fiber technology | Downstream speed | Upstream speed |
|---|------------------|----------------|
| Internet Pro+ FullFiber | 350 Mbps | 50 Mbps |
| Internet Pro+ Essential FullFiber | 350 Mbps | 50 Mbps |
| Internet Pro FullFiber | 350 Mbps | 50 Mbps |
| Internet Maxi FullFiber with Bizz Services | 220 Mbps | 25 Mbps |
| Internet Office&Go Comfort FullFiber | 110 Mbps | 10 Mbps |

Overview of speeds for professional Internet services on fiber technology

The actual speed, experienced by the Customer, also depends on the computer installation and, in exceptional cases, on the general use.

In case of FullFiber service flavors, the Customer can, as an option, request a speed upgrade.

By doing so, the speeds will be the following :

| Internet Service flavors | Downstream speed | Upstream speed |
|---|------------------|----------------|
| Internet Pro+ FullFiber & FullFiber Boost Pro | 500 Mbps | 100 Mbps |
| Internet Pro+ Essential FullFiber & FullFiber Boost Pro | 500 Mbps | 100 Mbps |
| Internet Pro FullFiber & FullFiber Boost Pro | 500 Mbps | 100 Mbps |
| Internet Maxi Fiber with Bizz Services & Fiber Boost | 350 Mbps | 50 Mbps |
| Internet Office & Go Comfort (FTTH) & Fiber Boost | 350 Mbps | 50 Mbps |
| Internet Maxi Fiber with Bizz Services & Fiber Boost Plus | 500 Mbps | 100 Mbps |
| Internet Office&Go Comfort (FTTH) & Fiber Boost Plus | 500 Mbps | 100 Mbps |

The actual speed, experienced by the Customer, also depends on the computer installation and, in exceptional cases, on the general use.

3.1.3. Transmission volume

The Customer shall use the transmission datavolume provided in the framework of the Service only for his own account and in accordance with the provisions of the Agreement.

The total datavolume/month applicable per service flavors are :

| Internet service flavor | Transmission volume | Remark |
|---|---------------------|---|
| Internet Office&Go Comfort/Internet Office&Go Comfort (FTTH) | 150 Gbyte/month | If the Customer exceeds the transmission volume included in service flavor, the maximum speed of the Service will be reduced by Proximus until the end of the said month unless the Customer orders an extra Volume Pack (payable) |
| Internet Maxi with Bizz Services/Internet Maxi Fiber with Bizz Services | Unlimited | Fair usage policy is applied after 750 Gbyte/month meaning if the Customer exceed a transmission volume of 750 Gbyte/month, the maximum speed of the Service will be reduced by Proximus until the end of the said month unless the Customer orders an extra Volume Pack (free of charge) . |
| Internet Pro/Internet Pro FullFiber | Unlimited | - |
| Internet Pro+ /Internet Pro+ FullFiber | Unlimited | - |
| Internet Pro+Essential /Internet Pro+Essential FullFiber | Unlimited | - |

Overview of transmission volumes for professional Internet services

3.2 CPE

For 'Internet Pro+' and 'Internet Pro+ FullFiber', Proximus provides the Customer with a professional CPE (router) which also allows wireless connections. This router is the demarcation point for the Service.

For 'Internet Pro', 'Internet Pro FullFiber', 'Internet Maxi with Bizz Services', 'Internet Maxi Fiber with Bizz Services', 'Internet Office&Go Comfort' and 'Internet Office & Go Comfort (FTTH)', Proximus provides the Customer with a Bbox2/Bbox3-router which also allows wireless connections. This Bbox router is the demarcation point for the Service.

In the case of an 'Internet Pro+ Essential' or an 'Internet Pro+ Essential FullFiber', Proximus does not provides the Customer with any router. The Customer is responsible for purchasing, installing and maintaining this CPE (router). Proximus will in that case provides the Customer with a modem (A-mod on copper and ONT on fiber) that is the demarcation point for the Service.

The CPE (router or modem) is put at the Customer's disposal for the duration of the Agreement.

3.3 IP address

3.3.1 Fixed IP address (IPv4) and Fixed IPv6 address-block

For the 'Internet Pro+', 'Internet Pro+ FullFiber', 'Internet Pro+ Essential' and 'Internet Pro+ Essential FullFiber'-flavours, the Customer is allocated one fixed IPv4 – address. The Customer also receives one fixed IPv6 – block (subnet /56), for lines installed as from October 1, 2016. A fixed IP address is assigned to the Internet side of the CPE. The existing private addressing scheme is retained on the side of the Customer's LAN network. The CPE therefore functions as a standard access port for Internet traffic and translates addresses from the private to the public network through NAT/PAT (Network Address Translation/Port Address Translation). The dynamic IPv4 or IPv6 are not possible for these service flavors.

For the other service flavors, the Customer is allocated one dynamic IPv4 – address and it will receive one dynamic IPv6 – block. But as a payable option, the Customer can receive one fixed IPv4-address. The fixed IPv6 address block is not possible for these services flavors.

In the table below give an overview of all the combinations :

| | Dynamic IPv4-address | Dynamic IPv6-address block | Fixed IPv4-address | Fixed IPv6-address block |
|--|----------------------|----------------------------|--------------------|--------------------------|
| Internet Pro+ / Internet Pro+ Fullfiber | - | - | DEF | DEF |
| Internet Pro+ Essential / Internet Pro+ Essential FullFiber | - | - | DEF | DEF |
| Internet Pro / Internet Pro FullFiber | DEF | DEF | OPT | - |
| Internet Maxi with Bizz Services / Internet Maxi Fiber with Bizz Services | DEF | DEF | OPT | - |
| Internet Office&Go Comfort/ internet Office & Go Comfort (FTTH) | DEF | DEF | OPT | - |

3.3.2 Extra fixed IPv4 address & structured IPv6-block

In case of 'Internet Pro+', 'Internet Pro+ Essential', 'Internet Pro+ FullFiber' or 'Internet Pro+ Essential FullFiber' service flavors, the Customer can subscribe to the option 'IP pack'.

By taking this option, the Customer will receive :

- an extra pool of fixed IPv4-address (between 4 and 32 extra fixed IPv4-addresses). The exact number of fixed IPv4-address will depend on the Customer needs and will be subject to a study by Proximus
- an extra block of fixed IPv6-addresses. The second block of the received /57-block will be routed towards the Customer router or firewall. The address on the firewall or router will be the corresponding address ending on ':::10/64' and it can be changed if needed.

3.4 Ports

During the installation process, a number of TCP/UDP ports are opened for the Customer.

Ports which are typically used in the Service are:

- MAIL: TCP port 25 (SMTP), 110 (PoP3), 220 (IMAP3), 143 (IMAP4);
- WEB: TCP port 80 (HTTP), 443 (HTTPS);
- NEWS: TCP port 119;
- FTP: TCP port 21, 20;
- SSH: TCP port 22.

3.5 Number of End users

The number of End users is limited to 253 (IPv4-addressing) per line.

On the Internet Pro+ Essential and Internet Pro+ Essential FullFiber-flavours, the limitation will depend on the CPE, installed and managed by the Customer. For the Wifi access, Proximus recommends to not exceed 15 concurrent End Users to avoid instability.

3.6 Basic mailbox

For 'Internet Office&Go Comfort', 'internet Office & Go Comfort (FTTH)', 'Internet Maxi with Bizz Services', 'Internet Maxi Fiber with Bizz Services', 'Internet Pro' and 'Internet Pro FullFiber' service flavors, the Customer is provided with the number of mailboxes with a size as described in the table below :

| Internet service | Number of mailbox | Size per mailbox |
|---|-------------------|------------------|
| Internet Pro / Internet Pro FullFiber | 8 | 1 Gbyte |
| Internet Maxi with Bizz Services / Internet Maxi Fiber with Bizz Services | 6 | 1 Gbyte |
| Internet Office&Go Comfort / Internet Office & Go Comfort (FTTH) | 4 | 1 Gbyte |

Overview of basic mailbox for professional Internet services

In the other cases, the Service does not include the provision of mailbox.

3.7 Managed firewall

The Service includes a firewall managed by Proximus to protect the Customer's internal network against intrusions. Proximus implements a standard set of parameters in this firewall.

This firewall included the following mechanism :

- Stateful packet inspection
- Access lists
- Session monitoring
- Timers per port and application

The Customer can ask Proximus to change these parameters via the change management process. For this the Customer should send an e-mail to experts@proximus.com. Changes will be made free of charge during the first week following the activation of the Service. Thereafter, a fee will be charged for this.

3.8 Mobile Backup

This option provides the Customer with a backup solution based on a mobile connexion in case of the fixed line underlying the Service has a problem and cannot ensure the Service anymore. This option is only available for 'Internet Pro+' and 'Internet Pro+ FullFiber' service flavors.

The switchover will take place automatically without a manual intervention from the Customer. When the fixed line is working again and is stable, the connection will be switched back automatically again on the fixed line. The fixed IP-address which is allocated to the fixed line will also be available on the backup connection.

In this regards, Proximus put at the Customer 's disposal an additional Hardware for the duration of the Agreement. This Hardware is installed at the Customer-premise by means of a 3G-dongle which will be connected to the CPE. The combination CPE-dongle needs to be seen as integrated entity (the additional Hardware is a integrated part of the CPE).

The mobile backup solution is a form of wireless solution which works via the propagation of radio signals. Since these signals can be disturbed by an external sources or obstacles in the form of buildings, vegetation or terrain, Proximus cannot guarantee the transmission everywhere at all times and the quality of the service 'Mobile Backup' will depend on the quality of the indoor Proximus mobile coverage at the installation address. In addition, Proximus does not give any guarantee relating to the speed and the bandwidth of the mobile connexion used for the mobile backup solution. They can be lower than the

original speed and bandwidth of the fixed line. Proximus will determine the most appropriate technology to offer Mobile Backup on a site-by-site base.

Proximus draws the attention of the Customer on the fact that in case the Service is used as prerequisite to a Voice over IP telephony service, the voice traffic shall not be swithed on this mobile back up solution.

Take into account the wireless nature of the backup solution, this option is subjected to a technical feasibility study on the Customer's Site during the presales phase. But a positive feasibility study does not guarantee the Proximus mobile indoor coverage shall be ensured. If during the implementation phase, Proximus observes that the mobile indoor coverage is not ensured, Proximus has the right to reject the activation of this option. In such case, the option is not more included in the Agreement without Proximus being required to offer another solution or provide any compensation whatsoever.

4. Implementation Services

4.1 Ordering

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

- The requested service flavor
- The Initial term of the Agreement (if the duration per default is not applicable)
- The ordered option(s)
- Activation or deactivation of the wifi functionality

4.2 Installation, configuration and activation

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus starts the implementation process. The Customer will receive a welcome e-mail with a confirmation of the order and all the necessary information regarding the installation and activation of the Service (including the activation date).

Only Proximus or its 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 carries out the following activities during the implementation of the Service :

- Installation:
 - Installation of the line if not present at the Customer's premises
 - installation of all Products included in the Customer's solution (splitter, CPE and Hardware needed for the mobile backup option if ordered). This includes the connection of Products to the patch panel or outlet and the powering up to make sure the Product is functional.
- Configuration and activation:
 - Proximus configures the Products and the Internet line
 - When applicable, Proximus performs a configuration backup
 - The IP-address will be loaded into the router
 - Wifi will be activated or de-activated depending on the choice of the Customer
 - Proximus activates the Service

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

- Configuration of the Customer' LAN
- Configuration of the Customer PC, tablets, smartphones
- Delivery, installation and configuration of the Router for the 'Internet Pro + Essential or 'Internet Pro + Essential FullFiber'
- Delivery, installation, configuration of the internal cabling

Near the end of the implementation phase, Proximus will execute functional tests and performance tests. When needed, Proximus adjusts the installation based on the test results and performs a new set of tests.

At the end of installation and configuration, Proximus will take care of all packaging and other waste material. Proximus will inform the Customer in writing (e.g. e-mail, fax) that the Service is activated. The Service is made available for the Customer as from the activation date..

Implementation timing

As of the confirmation of the Customer order by Proximus and provided that a Proximus line with the technology mentioned on the Order form is available at the Customer premises and that all prerequisites are met, Proximus makes every effort to ensure the activation of the Service occurs within 20 Business days.

If no Proximus line with the technology mentioned on the Order form is available at the Customer premises, the above activation timing cannot always be applicable. The following rules will be applied:

- If the Customer's site is equipped with the necessary cabling and equipment, and if the required infrastructure on the public domain is present, Proximus shall use its reasonable effort to apply the activation timing mentioned above.
- If the infrastructure is not in place on the Customer's Site, additional works may be needed, the activation timing mentioned above is longer and extra cost will be charged to the Customer: Proximus makes an appointment with the Customer to carry out a Site Survey. Such a survey results in (i) Request for design (RFD) which will specify the conditions under which the line can be provided by Proximus and (ii) a list of activities that need to be performed, either by the Customer or by Proximus. If the Customer wants to perform the works on his premises, he will give Proximus an indication of the date from which the works will be ready and informs Proximus when the works have been finalized. If the Customer wants Proximus to perform the works on his premises, Proximus will first submit an Offer for these specific works to him for approval of the related costs and – following a formal order of the extra services from the Customer – the timing.
- If the infrastructure is not in place on public property, additional works may be required, the activation timing mentioned above is longer and extra costs will be charged to the Customer: most of these works are subject to authorization from the public authorities, which may cause a substantial delay in the installation of the Service. Unexpected circumstances may also lead to a delay in the installation of the Service. In that case, Proximus will inform the Customer of the cause and the length of said delay. A specific Offer shall be provided to the Customer regarding the costs of the installation works.

In all cases, Proximus shall use its reasonable efforts to activate the Service within the time frame fixed in the confirmation letter or RFD sent to the Customer. In case of delay, Proximus informs the Customer of

the status of his Order, the delay and the reason for it. Proximus also communicates a new planned installation date to the Customer. No compensation will be due by Proximus.

4.3 Rush installation

For the 'Internet Pro+' and 'Internet Pro+ Essential' - Service flavors, the Customer can request, as a (payable) option, Proximus to deliver the Site within a committed timeframe. The Customer mentions the exact date requested for the provisioning - the Requested Ready For Service (RFS) date - in the Order form. The Rush Provisioning Service is only possible during the implementation phase of the Service. Once the Service is activated by Proximus, the Customer is not more entitled to request a rush provisioning for an extra option (eg mobile back up requested after the activation of the Service) or extra service (eg activation of voice over IP telephony service on the same line).

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus shall check if the RFS is feasible. Proximus informs the Customer within 2 Business days after reception of the Order from the Customer.

Proximus has the right to reject the request for a rush provisioning in the following cases :

- The internal production capacity of Proximus does not allow to treat the rush order at the date requested
- The Customer Site is not ready to allow the provisioning of the 'Internet Pro+' or 'Internet Pro+ Essential'-line at the requested date
- The rush provisioning is not possible due to technical constraints

If the rush order is rejected, Proximus will install the 'Internet Pro+' or 'Internet Pro+ Essential'-line as a normal installation and the rush order fee will not be charged.

If the rush order is accepted by Proximus, this latter undertakes to install and activate the new Internet line by the 'Ready For Service'-date. Without prejudice the foregoing delays due to the Customer (such as non-respect of Proximus technical specifications, Telecommunication room not ready, etc.), a Force majeure event or to a third party shall not be a Proximus's failure. If Proximus has respected the committed date for the Rush Provisioning Service, Proximus will invoice the installation price as well as the price for the Rush Provisioning Service. If Proximus has missed the committed date for the Rush Provisioning Service and if the failure is due to Proximus, the Customer will only pay the installation price. The Customer will not be charged for the rush provisioning service. There will be no other indemnities to be paid by Proximus.

5. Operational Services

Proximus uses, for each service component described below, its reasonable effort to make the Service operational and conform to the agreed Service Levels during the Agreement. In compliance with the General Terms and Conditions, all Proximus obligations must be qualified as obligation of means except if subjected to service credits in case of breach of the Service Level agreement.

5.1 Reactive Care

The Reactive care service component family contains components that aim at restoring normal operations in case of Incidents, with the least possible impact on either the Customer's business or the End Users. An Incident is defined as an unplanned interruption to a Service or a reduction in the Quality of a Service. Failure of a configuration item that has not yet impacted Service is also an Incident.

In addition, a Service Desk is accessible for the Customer to interact with Proximus about the different aspects of the Service.

The acceptance procedure described in the General Terms and Conditions for the configuration and installation is also applicable to the measures taken by Proximus in the framework of the Reactive care service components.

5.1.1 Service Desk

The Service Desk service components are about providing a single point of contact (SPOC) between Proximus and the Customer for supporting services during the Service Operations phase.

The Customer is informed of, accepts and gives his consent for calls originating from or made to 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.

5.1.1.1 Service Desk Access

A. SERVICE DESK AS SPOC

The Service Desk acts as a Single Point of Contact (SPOC) for the Customer in case of a Service Event, i.e. any request, alert or notification, related to the Service. A Service Event is reported by the Customer or by Proximus or can be triggered by a service monitoring or management system, and requires somebody to take action. The Service Event is logged by Proximus as an Incident, Change Request, Request for Information or a Service Request. In addition, the Service Desk can also be contacted for On-demand Support.

The Service Desk is only accessible to authorized Customer representatives (24x7) via:

| Service Desk Access | |
|---------------------|--|
| Phone | 0800 22 200 (NL) 0800 33 200 (FR) 0800 44 200 (D) 0800 55 200 (ENG) |
| E-mail | ict-servicedesk@proximus.com |
| Web | admit.proximus.be www.proximus.be/MyContacts |

Upon receiving a Service Event notification (call, mail or web) from the Customer, the Service Desk will validate the identity of the Service Event initiator against a predefined list of authorized Customer representatives and collect information about the Service Event. The following information can be requested from the Customer (non-exhaustive list):

- The Customer’s contract identification number
- The serial number of the affected Product/line
- The nature of the Request
- The address of the Site on which the Product/line is located
- The name, e-mail address and phone number of the Customer’s technical contact

The Service Desk registers the Service Event. After registration the Customer will receive a Ticket number. This number serves as a unique identifier and must be used in all further related communications between Proximus and the Customer. During the lifecycle of the ticket, a follow-up of the status and interaction with the Customer will be possible via the secure portal put at the Customer’s disposal for the term of this Agreement. The Customer is informed on every ticket major status change. This includes amongst others:

- Opening, resolution notification & closing Incident
- Stop clock
- Change of priority

The Service Desk consists of several functional units:

1st line: Acting as the primary point of contact for the Customer and as such dealing with a variety of Service Events. They are responsible for the correct logging of Service Events, solve them if possible or dispatch these to the correct 2nd line team. The technicians have the necessary technical skills to solve basic Incidents. Customers with an ‘Internet Pro (FullFiber)’ - service Flavor will get priority on accessing

the Service Desk over Customer with 'Internet Office&Go Comfort (FTTH)' or an 'Internet Maxi (FullFiber) with Bizz Services Flavors'.

For the 'Internet Pro+ (Essential)' - service flavors, both on copper and fiber, there is another Service Desk with technicians having extended technical skills in order to deal with complex configurations and specific, tailor-made, settings.

2nd line: Having deeper technical skills and responsible for handling the assigned Service Events until fulfilment. Within this context; the 2nd line support teams will further escalate to internal expert teams or external parties to provide the contracted support services.

B. SERVICE EVENTS

The treatment of each Service Event type is specified below:

Incident:

In case of an Incident detected by the Customer, the Customer registers this Incident via the Service Desk. In case of a complete Service interruption, the Customer must always log the ticket via a phone call to the Service Desk. The Service Desk will also ask the Customer to provide all relevant information on the business impact and urgency of the reported Incident. The Service Desk will accept and classify the Incident, create an Incident Ticket and dispatch the Incident Ticket to the appropriate support team. Proximus shall use reasonable effort to create an Incident ticket and notify the Customer within 15 minutes.

The Service Desk will assign a priority to the Trouble Ticket at its own discretion based on the business impact of the Incident (see below) and dispatched to the appropriate skill pool for further treatment within the applicable SLA if applicable.

| Priority definitions | |
|----------------------|--|
| P1 | <p>Service completely interrupted</p> <p>A complete breach of the Internet Access, so no interaction towards the Internet.</p> <ul style="list-style-type: none"> - There is no synchronisation anymore between CPE and the Proximus-network, - There is an Hardware problem. |
| P2 | <p>Service severely degraded (critical business functions) or backup active</p> <p>In case of a mobile back-up, an interruption of the fixed line. Quality issues like repetitive interruptions, slowness, services not available and unreachable servers.</p> |

| | |
|-----------|--|
| <p>P3</p> | <p>Limited impact (business processes can continue)</p> <p>Defects on the mobile back-up, mailbox problems or Wifi-problems.</p> |
| <p>P4</p> | <p>No impact/request for info</p> <p>Requests for configuration changes, questions regarding the active configuration and questions regarding former interruptions.</p> |

Change Request:

A change request is a Customer request to change the configuration of a configuration item. See Configuration Handling for detailed descriptions. A ticket is created and dispatched to the appropriate support teams for further treatment.

Request For Information

The Customer can request for additional information or clarification related to the Service or related to a specific service deliverable (e.g.: a request to provide a specific report; a request to provide certain log output; etc.), by submitting a Request for Information. The Customer is required to submit its Request for Information via the Self-service portal when authentication of the requestor is required for the specific request.

Proximus reserve the right to charge the Customer on time and material basis for the cost associated to the fulfilment of the Request for Information.

Service Request:

A service request is any Service Event that is not of type Incident, Change or Information Request. A ticket is created and dispatched to the appropriate support teams for further treatment.

On-demand Support:

The Customer can contact the Service desk for specific support which is not covered by the Agreement (hereafter 'On-demand Support'). When the Customer wishes to order On-demand Support, the Customer contacts the Service Desk via phone or via the self-service portal, and provides it with the necessary information to register a Ticket. His request is then transferred to the competent Support Team for a first assessment. Proximus will assess, at its own discretion, the technical and commercial feasibility of the Customer's request and will communicate its feedback to the Customer as soon as possible. Proximus may reject the Customer's request if for instance technologies are not supported by Proximus or if implementation takes more than 2 Business days. When Proximus accepts to perform the requested On-demand support, the Customer signs the Service Request Form. The On-demand Support is then activated.

The On-demand Support is charged against a fixed “start-up” fee and a recurrent “time & material” fee.

C. SELF-SERVICE PORTAL

The Self-Service Portal provides Single Sign-On access to the handling of Service events, online ordering (if foreseen in the scope of this Service) and all online reporting.

- Access to Service Events
 - The Customer is provided with a portal to access his Service Events. On this portal Service Events can be logged, the status of a Service Event can be consulted, files and patches can be downloaded.
 - An Incident Service Event can always be reported via this online portal, but Incidents with a P1 priority always need to be reported via phone.
- Access to Reporting
 - The Self-Service Portal contains a direct link to the Customers’ online reports, if the Customer has Reporting service components as part of his Service.

5.1.2 Incident Handling

“Incident Handling” service components aim at resolving or diminishing the consequences of an Incident without including the Spare Part Handling. Incidents are handled within the service window as defined in the Agreement. After any intervention the status of the Incident ticket will be updated in the self-service portal made available for the Customer. Proximus shall use its reasonable efforts to carry out the activities described below in case of an Incident.

5.1.2.1 Remote Diagnostics

Proximus analyses whether the reported Incident can be diagnosed based on all information available. This analysis is done remotely (through phone, email, monitoring tools).

The Customer will be requested to provide, if needed, the necessary information and may be instructed to perform some basic troubleshooting or corrective actions.

5.1.2.2 Remote Intervention

Once the Remote Diagnostic is done and provided that the Incident can be solved remotely, Proximus shall start with a Remote intervention to seek to solve the Incident regardless whether the Incident is related to Hardware, Operating System or Application Software.

Dealing remotely with an Incident may involve contacting the Customer to assist in some basic on-site repair activities. These repair activities are limited to Hardware issues or Software bugs on the solution

element in the scope of this service component. Configuration issues are not in scope of this service component.

In the case of a Software issue, the Remote Intervention is limited to checking with the vendor on availability of patches/updates and suggesting them to the Customer. On-demand Support from Proximus is possible if the Customer wants Proximus to execute the available upgrade, update/patching.

5.1.2.3 On-Site Intervention

An On-Site Intervention will be executed in case Proximus concludes that the Incident is related to Hardware or Operating System and cannot be solved remotely or by a part replacement.

This intervention is executed by Proximus at the Customer's Site at a time mutually agreed by the Parties.

The Customer will be informed of any actions and their related impact (time, consequences on the existing Customer's infrastructure).

Proximus gets the Customer to agree on the actions to be taken. After the intervention the status of the Incident ticket will be updated.

5.1.2.4 Configuration Restore

In addition to the Remote and On-site interventions, Proximus, if required for service restoration purposes, will use reasonable efforts to restore - in mutual agreement between the Customer and Proximus - the Configuration to the last known valid configuration of the Solution element.

If the Customer has chosen that Proximus ensures the Configuration Management of the impacted Solution element (no root access to devices available for the Customer), Proximus will start the Configuration Restore with the latest available backup directly after the replacement of the faulty part.

Otherwise, the Customer is responsible to provide Proximus with the latest configuration backup to implement. If the installation of this backup does not restore the configuration correctly, a restore to factory settings will be attempted (if the Customer agrees). If this does not work either, the Customer can request On-demand Support.

The Service does not cover the restoration of any other lost Customer data, and only applies to Hardware Solution elements.

5.1.3 Spare Part Handling

The Spare Part Handling service components aim at resolving or diminish the consequences of an Incident by a the replacement of a faulty part of the affected Product. The service components differ in modalities of the delivery and replacement of spare parts. Shipping by Proximus and travel costs of Proximus, as well as the cost of the spare part, are included in the service fee.

The spare part remains in the Customer's infrastructure as a final solution (in other words: no additional replacement of the Product is performed), unless if stipulated otherwise. If no defect is detected, costs can be charged to the Customer.

5.1.3.1 Express Spare Part Delivery

Referring to the Trouble Ticket Number from the Service Desk, Proximus ships a spare part to the Customer, without waiting the faulty part. The Spare Part comes from a stock of spare parts managed by Proximus and shared for multiple Customers. By using such stock, it is possible to do a faster replacement than returning the faulty part to the Hardware's manufacturer provided that the spare part is available in the stock of Proximus.

Proximus shall use its reasonable efforts to hold a sufficient stock of spare parts. The Customer acknowledges that Proximus cannot be held liable to have at its disposal spare parts which are no longer available from the Manufacturer.

5.1.3.2 On-site Part Replacement

Referring to the Trouble Ticket Number from the Service Desk, Proximus executes an On-Site intervention consisting in the replacement of the faulty part by a spare part, and re-installation of the latest version of the Operating System (OS) for that part (for parts that have an OS). Functional tests are performed before closing the intervention. The faulty part is taken back by Proximus.

Restoring Application Software is not part of the scope of this service component. An ad-hoc paying intervention for restoration of an Application Software can be requested by the Customer.

5.2 Configuration Handling

The Configuration Handling service component family contains service components that consist of activities carried out by Proximus on the following Solution elements :

- The CPE
- The Internet Service Platform
- The line
- The mobile backup hardware

Configuration Handling activities by Proximus shall not be possible for any other Solution elements.

5.2.1 Access and Configuration Management

All Solution elements in the scope of this Agreement with Access and Configuration Management are the subject to the respective rights of the Parties defined below.

5.2.1.1 Configuration Management without Specific Customer Rights

Proximus is holder of all administrators' rights on behalf the Customer. The Customer has read and limited administration rights on the Solution element in the scope of this service component to execute Changes. Customer is entitled to make at its own discretion the following changes in the configuration of these Solution elements:

- o Change SSID (name) of the Wifi
- o Change the security key of the Wifi (e.g. WPA-PSK)
- o Choose a Wifi-channel

Any other changes in the Configuration of the Solution elements in the scope of the Agreement for this service component shall be performed by Proximus after approval by the Customer. Proximus shall not be liable for any consequences of changes made by the Customer or a third parties.

5.2.1.2 Configuration Management without Customer Access Rights

Proximus is holder of all administrators' rights on the Solution element. Proximus is the only one entitled to access and change the Solution element. The Customer has no access nor administration rights on the Solution element. The Customer is not entitled to make any changes to the Solution element. Proximus shall not be liable for any consequences of changes made by the Customer or a third party.

5.2.1.3 Configuration Backup

Proximus shall use reasonable effort to make regular backups of the configuration of the Solution element in scope of the Agreement for this Service component, and make them available for restore purposes. The first backup is made during the installation of the Solution element by Proximus.

By default, the configuration backups are scheduled to run at night and stored in a secure location managed by Proximus. (Internet Pro+, Internet Pro+ Essential, Internet Pro+ FullFiber, Internet Pro+ Essential FullFiber).

The Configuration Backup kept by Proximus handles the following information :

- Internet IP configuration
- DHCP server
- DHCP pool
- Wifi data
- Wifi password
- Wifi security mode
- Port mappings
- PPP login data

The password is not stored into the Backup-file. This is always encrypted for security reasons. It can only be changed via an on-site intervention by a Proximus-technician.

5.2.2 Configuration Change Handling

Configuration Change Handling aims at providing the Customer with the opportunity to request Changes on the configuration of the infrastructure or the Service during the Agreement. The Configuration Change can only be Standard.

The Configuration changes can be proposed by the Customer or by Proximus. When proposed by the Customer, the Customer requests the change via the Self Service Portal or via the Service Desk (Change Request). In the second case, Parties will discuss the proposed change and Proximus shall prepare the Change Request on the Self Service portal. The Customer retains the final responsibility to approve the proposed Change Request after which they will be prepared and implemented by Proximus. Proximus will be able to implement the Change Request provided that Proximus holds the appropriate management rights.

The acceptance of execution of the Configuration Changes takes place in compliance with the procedure defined in the General Terms and Conditions for Proximus Customers.

5.2.2.1 Standard Changes

A Standard Change request is a Change request where the impact on the Customer's business is known in advance. Because the workflow and workload are known, no specific analysis has to be done by Proximus, so the cost of the intervention is fixed and known in advance or can easily be estimated. These Standard Changes are categorized and listed together in the standard change catalogue available via the self service portal, from which the Customer can choose.

Once the Change Request is submitted by the Customer, the Service Desk will check the request and decide at its own discretion whether or not it will accept the request. If not, a motivation will be given. The Customer will always be notified of any outcome (acceptance or refusal) of the requested Change.

The Change Requests covers the following actions :

- Opening and closing of communication ports
- IP-address changes

This list can be adapted at any time by Proximus without any prior notice and without being deemed as an amendment to the Agreement. The applicable price is the price in place at the moment of submission of Change Request by the Customer.

Proximus will reduce the internal evaluation of the Change Request to the minimum required in order to be able to implement the change as soon as possible regardless the Service Window.

During the course of the Agreement the Customer can have this port strategy reviewed by, for example, instructing additional ports to be opened (there is no limit in term of numbers of opened port except port 23 which is reserved by Proximus for management purposes). For this the Customer should send directly an e-mail to experts@proximus.com. The Customer will be charged a one-time supplement for each intervention that is requested more than one week after the installation.

6. Service Level Agreement (SLA)

The Service provides the Customer with different Service Levels (SL) in terms of

- Incident Handling Window
- Service Restoration
- Service Availability

The SLs are applicable on the Service described in this document as far as the Proximus activities are concerned. Incidents or delays due to the Customer, Force majeure event or to a third party, time outside the Servicing Window, Planned Works are excluded from the calculation (application of the “stop clock” principle). SLs are only applicable for Incidents for which Proximus is responsible.

SL’s are applicable when the Service is activated and the credentials are received, if any.

If Proximus fails to reach the SL objectives with remedy defined in the table below the Customer is entitled to Service Credits from Proximus. The Customer must claim these Service Credits itself, as Proximus does not provide them proactively. This claim must be submitted to Proximus within three months of the end of the month in which the SLA breach has occurred. The table below lists the service credits that can be claimed by the Customer in case of a breach. The Service credits and the escalation process are the exclusive right of the Customer and are an exclusive remedy for any failure by Proximus to meet this SL.

6.1 Service Level Description

| Service Level | Service Level Definition | Remedy | Internet Office & Go Comfort/ Internet Office & Go Comfort (FTTH) | Internet Maxi with Bizz Services/ Internet Maxi Fiber with Bizz Services | Internet Pro/Internet Pro FullFiber | Internet Pro+/Internet Pro+ FullFiber | Internet Pro+ Essential/Internet Pro+ Essential FullFiber |
|-------------------------------------|--|--|---|--|--|--|--|
| Incident Handling Window | The window during which Incidents are being treated | n.a. | Mon-Fri 8:00-20:00; Sat 8:00-16:30; excl Belgian holidays | Mon-Fri 8:00-20:00; Sat 8:00-16:30; excl Belgian holidays | Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays | Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays | Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays |
| Service Restoration Time (1) | The time between the creation and the resolution of an Incident on the Service, within the agreed Servicing Window and minus all time as a result of the 'stop clock' principle. | Escalation Process + Service credits : one month service fee in case the Service Restoration Time for P1 Incidents was not reached (maximum one month service fee per month) | Same Day P1 3 Bus days P2 3 Bus days P3 10 Bus days P4 | Same Day P1 3 Bus days P2 3 Bus days P3 10 Bus days P4 | 5h P1 Next Business day P2 3 Bus days P3 10 Bus days P4 | 5h P1 Next business day P2 3 bus days P3 10 bus days P4 | 5h P1 Next Business day P2 3 Bus days P3 10 Bus days P4 |
| Service Availability | The service availability is computed as follows: | Escalation Process + service credits: <99,7% -> 1,5% of the monthly rental | - | - | - | 99.70% yearly | 99.70% yearly |

| | | | | | | | |
|--|---|---|--|--|--|--|--|
| | <p> $100 * (1 - \text{Net Service Downtime} / \text{Total Time (24x7)}) = \text{Service Availability \%}$ </p> <p> where Net Service Downtime is the time during which a Service is not available during its Servicing Window as a result of a P1 Incident minus all time as a result of the stop clock principle, and where Total Time is the time period over which the Availability is calculated. </p> | <p><99,5% -> 5% of the monthly rental</p> | | | | | |
|--|---|---|--|--|--|--|--|

Bus days = Business days

6.2 Escalation Process

The escalation process is restricted to the Proximus Incident management activities. By definition escalation is only applicable for technical Incidents which impact the Service already in operational phase.

The escalation process applies only to P1 and P2 Incidents, as they represent service impacting Incidents.

6.2.1 “Peer to Peer” communication

As no time based triggers have been defined towards the Customers and in order to prevent undue use of high escalation levels, a “Peer to Peer” communication will always be applicable. This will avoid waste of time when outside process actions would be needed for one or both Parties.

Therefore both Proximus and the Customer must exchange during the escalation process the direct contact details (E-mail, GSM number ...) for every requested escalation level.

6.2.2 Escalation start

Every initial escalation request must be started by a contact with the Service Desk, after the creation of an Incident and the verification of the very latest available Incident status. The escalation process is not to be used in order to get additional information regarding past Incidents.

In order to start the escalation process, a phone call is mandatory.

6.2.3 Escalation level usage

The usage of a higher escalation level will always be requested to the current escalation level and include the contact details exchange for the requested escalation level. As from Level 2 the “Peer to Peer” communication will last till complete Incident resolution, even if operations are back on track.

The request to move to the next escalation level is to be triggered by the lack of actions of one Party or lack of satisfying results by the current escalation level. The support from the Customer Escalation Manager team will be used for all escalation levels above the escalation level 2.

In case of general outage impacting multiple Customers, the situation will be proactively escalated till Level 2.

6.2.4 “Peer to Peer” Escalation matrix

| Level | Customer | Proximus | Comments |
|---|---|--|---|
| Level 0: Operations | Direct contact details (E-mail, GSM number ...) to be provided. | ICT Service Desk 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English) | - 24/7 |
| Level 1: Team Leader / Escalation Coach | Direct contact details (E-mail, GSM number ...) to be provided when escalating. | Supervisor of the operator 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English) | - Inside business hours only - To be triggered by direct request to Level 0 |
| Level 2: Escalation Management | Direct contact details (E-mail, GSM number ...) to be provided when escalating. | Customer Escalation Managers (CEM): 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English) | - To be triggered by direct request to Level 0 - 24/7. - “CEM” duty role organized outside business hours. - Level 2 and 1 outside business hours. |
| Level 3: Management | Direct contact details (E-mail, GSM number ...) to be provided when escalating. | Manager ICT Service Desk | - To be triggered by previous level. |
| Level 4: Department Head | Direct contact details (E-mail, GSM number ...) to be provided when escalating. | Head of customer ICT Service Desk | - To be triggered by previous level. - “Head of” duty role organized outside business hours. |
| Level 5: Executive | Direct contact details (E-mail, GSM number ...) to be provided when escalating. | Director Enterprise Operations | - To be triggered by previous level. - No direct escalation allowed - Inside business hours only |

7. Specific Terms and Conditions

7.1 General information

7.1.1. The Specific Terms and Conditions complement the General Terms and Conditions and this Contractual Service Description. They set out the rights and obligations of Proximus and Customer with regard to the provision of the Service described in this document.

7.1.2. Insofar as the service described in this document involves an Internet subscription, the general terms and conditions relating to the Proximus Internet service (including internet acceptable use policy) shall apply to the Service. The general terms and conditions relating to the Internet service shall rank above the General Terms and Conditions for Professional Customers in the hierarchy provided in Article 1.2 of the General Terms and Conditions.

7.2 Agreement procedure

7.2.1. Unless otherwise mentioned in the Order from, the Agreement is concluded for an Initial term of (1) one year as from the activation of the Service. At the expiration of the Initial term, the Agreement shall be tacitly renewed for an indefinite term, unless either of the Parties terminates the Agreement in writing before the end of the Initial Term.

7.2.2. Either Party may terminate the Agreement, at any time, in writing. If the Customer specifies the date on which he wishes the Agreement to be terminated, Proximus will make every effort to respect this deadline, insofar as it is technically feasible. If no termination date is specified by the Customer, or if Proximus terminates the Agreement, the Agreement will be terminated with one (1) months' notice. In all cases, Proximus will confirm the end date of the Agreement in writing.

7.2.3. If the Customer prematurely terminates the Agreement during the Initial Term a compensation shall be payable to Proximus amounting to all amounts due for the remainder of the Initial Term without prejudice to the reimbursement of any discount that the Customer may have unduly benefitted from. 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. Beside this compensation for early termination, any arrangement made for deferred payment shall become null and void, and any outstanding sums relating to, for example the installation or infrastructure costs, shall be due immediately.

If the Customer has no more than five (5) call numbers, this charge will be limited to the sum of the monthly fees still owed until the end of the first six (6) months of the Initial term. The termination charge is due only if the termination takes place during the 6 months of the Initial Term .

7.3 Obligations of the Parties

7.3.1. Before the submission of the Order Form and throughout the term of the Agreement, the Customer shall comply with the prerequisites mentioned in the documentation put at its disposal by Proximus. In the event of non-compliance, Proximus shall not be liable for the malfunctioning of the Service and any possible Service Level Agreement will no longer apply. Proximus reserves the right to invoice the Customer for any additional costs to remedy these.

The Customer recognizes that the Service is based on an ever-changing technology. Therefore, the Customer understands and accepts that Proximus or its suppliers may change, at any time, the specifications with which the prerequisites must comply without this being regarded as an amendment to the Service or the Agreement. The Customer shall comply with them, at his own expense, within the delay fixed by Proximus.

7.3.2. As part of the Service, the Customer is able to access and use a or several online portal (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 secure 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 Agreement; 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 Service; use the Portal in breach of other parties' rights.

7.3.3. Proximus will comply with the Customer's on-site policies and security rules of which the Customer will notify Proximus in writing in good time, before the start of the intervention on the Customer's premises.

7.3.4. The Customer shall duly and promptly report any Incidents concerning the Service and any technical or operational changes that may affect Proximus's provision of the Service.

7.3.5. The Services provided by Proximus includes aspects of security services in order to protect the Customer's internal network against viruses and other threats. Although the Service is specially designed to do so, Proximus gives no guarantee, express or implied, on the ability of the Service to meet the expectations or needs of the Client, detect or protect against all virus or other threats. Moreover, Proximus does not guarantee that the Service prevents the possibility of loss of or damage to transmitted data. Proximus is subject to an obligation of means in this respect. The Customer acknowledges having been informed of the Internet's lack of reliability, particularly the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he wishes to exchange over the Internet cannot be guaranteed on this network.

7.3.6. The Customer shall use the Service/Products only for its own account. He shall not under any circumstances transfer them, resell them, rent them out, lend them out or make them available to third parties without prior written consent from Proximus. Even in case of prior written consent given by Proximus, the Customer will assume liability towards Proximus for the access and usage of the Service by the End users.

7.3.7. The Customer shall not make abusive, fraudulent or excessive use of the Internet access, notably by deliberately or involuntarily congesting Proximus' mail servers and/or the data recipient servers (through spamming, junk e-mails, etc.) or by sending messages generating a large number of replies which can disrupt the availability of the servers or its Networks. Proximus reserves the right to block the receipt of e-mails by its servers which are not protected against "open relay", i.e. servers which send e-mails which are not intended for Proximus and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

7.3.8 Proximus alone shall determine which technical means are necessary to provide access to this Service under the most favorable conditions, without having to extend its networks or increase capacity.

7.4 Products

7.4.1. Proximus puts the Products at the Customer's disposal for the duration of the Agreement. Proximus is the owner of the Products. These Products are subject to the provisions of the General Terms and Conditions for Professional Customers relating to the Rental of Products.

7.4.2. The Customer authorizes Proximus to install the Products and carried out the required works at the address mentioned in the Order From. The Customer warrants that, if the Customer does not own the room where the installation must take place, it will have obtained previously consent and authorization from the applicable third party, in form and substance satisfactory to Proximus, to permit Proximus to implement such Service infrastructure at that place.

Customer shall indemnify, defend and hold Proximus harmless against any third party claim (including such a claim of the owner of the place) arising out of the performance of the services by Proximus within the scope of the Agreement. The Customer shall be liable to compensate Proximus for any and all costs caused to Proximus due to any such third party claim or action, except fault or negligence of Proximus. Proximus will use its reasonable efforts to mitigate any possible harm.

7.4.3. The Customer has only one user license for the Software, valid for the duration of the Agreement. When terminating the Agreement, the Customer shall destroy every copy of the Software which is not part of the equipment returned to Proximus.

7.4.4 In case of Incident, the replacement or repair of the affected Products is not included in the Service fee when the Incident is due to any use or events outside the normal operating conditions of the affected Product, nor due to:

- a) external causes including but not limited to shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, vibrations, poorly functioning sockets, storms, fire, lightning strikes, floods, deficiencies or disruptions of the electricity network, chemical

- vapors, water damage, hail, snow, broken glass and all other causes alien to the Products, inappropriate environmental factors such as excessive humidity, abnormal temperatures or an abnormally high amount of dust, acts of terrorism and attacks, strikes, theft or industrial conflict
- b) the use with or connection of supported Products to items not approved by Proximus or the irregular operation of the item to which the Product is connected;
- c) the performance (or the attempting) of maintenance, a move, a repair or a change to supported Products by persons other than Proximus or as authorised by Proximus without the prior written consent of Proximus
- d) damages during relocation, transportation or refurbishment not carried out by Proximus
- e) carelessness or negligence by the Customer or third parties in using or setting up Products (such as using excessive voltage, spilling liquids, damage to the shell and / or connectors by physical force etc.) or improper handling of the Product;
- f) the failure of the Customer to respect his obligations as stipulated in this Agreement;
- g) changes to the cabling or the Customer LAN.

In such cases, the replacement or repairs of the Product shall be invoiced separately to the Customer at the rates listed in the Official price list of Proximus.

7.4.5. Proximus shall provide the maintenance services on condition that the manufacturer of the Product continues to provide Hardware and Software support.

7.4.6. For the purpose of technical upgrades, Proximus may temporarily or permanently replace all or part of the Products with equipment having at least the same functions and capacity, provided that Proximus notifies the Customer in advance and that this does not result in a price increase for the Customer.

7.4.7. The Customer shall insure the Products installed on the Site against all material damage, including but not limited to, machine breakage, electrical risks and water damage, by taking out a comprehensive “all risks except” policy. The Product shall be insured for its total replacement value for the full term of the Agreement. The replacement value shall be the 12 times the monthly Service fee. The Customer shall insert a waiver of recourse against Proximus in his insurance policy.

7.5 Mobile back up

The following provision is applicable to the mobile backup option:

- The mobile backup solution is a form of wireless solution which works via the propagation of radio signals. Since these signals can be disturbed by an external sources or obstacles in the form of buildings, vegetation or terrain, Proximus cannot guarantee the transmission everywhere at all times and the quality of the service ‘Mobile Backup’ will depend on the quality of the indoor Proximus mobile coverage at the installation address. Proximus only has an obligation as to means, and shall take all the necessary measures to ensure the proper functioning of the Service.
- Without prejudice to the general terms and conditions relating to Proximus service internet, in the event of congestion of the mobile data network and in order to prevent mobile network (super) saturation, Proximus can be obliged to slow down certain types of data streams. More

information regarding the procedures applied by Proximus in order to avoid (super) saturation of its mobile network is available on our internet site.

- Proximus may change the technical features of its Service if the operational or organizational conditions of the Service require it. Proximus formally reserves the right to change the access numbers of its Network access points, and to change the login procedure.

7.6 Payment and billing

The rules related to the payment and the billing defined in the General terms and Conditions of the Proximus Internet service are applicable to the Service, exclusion of the article 7 Access charges which is replaced by the text below:

7.6.1 §1. When a connection is set up the following charges are payable:

- a) Any eventual fixed-rate travel cost.
- b) Fixed-rate charges for fitting the connection point to the network. These charges also cover the drawing of cables in an existing duct or an open trench, in compliance with the technical instructions established by Proximus, located between the edge nearest to a public highway (with the exception of motorways and roads for automotive vehicle use) and the building in which the connection must be set up.
- c) Charges per meter for laying cables inside the building (visible or in existing ducts):

§2. The following charges will be billed to the Customer separately:

- a) costs arising from the laying of cable on public land other than those cited in Paragraph 1(b), and the costs of crossing a highway to establish a connection on an unpaved surface or on an area not accessible to vehicles separating two or more highways;
- b) file-handling costs arising from the use of property that is not part of the public highway for the purposes of establishing the connection;
- c) work carried out at the Customer's request.

If the Customer wishes, Proximus can provide an estimate for the works to be undertaken and submit it to the Customer in advance for approval.

7.6.2. A fixed charge is payable for activation of the Internet line. This covers file-handling charges and the cost of any work on Proximus premises, cabling work, work on overhead lines and existing related Equipment and work carried out on a paved public highway, with the exception of motorways and roads for automotive vehicle use.

7.6.3. For the purposes of Articles 7.1 and 7.2 of these General Terms and Conditions, the terms "paved highway", "motorway" and "roads for automotive vehicle use" are to be construed in accordance with the Royal Decree on the general framework for road traffic policy.

7.6.4. For the establishment of a connection outside the Network and the subsequent activation of the line, Proximus will, in response to the Customer's request, provide an estimate for the work to be undertaken, and submit this estimate to the Customer in advance for approval.

7.6.5. Any additional services may entail the payment of additional subscription fees or other amounts established in accordance with the Price List.

8. Annex -Technical Parameters

The Customer shall ensure that the following service delivery conditions are complied with, i.e. that:

- there is a connection point on the Customer's LAN;
- an IP address is available on the Customer's LAN;
- there is a 220V power outlet within 1 meter of the router installation point;
- there is a connection point for the Customer's telephone line in the same room, and within a radius of 20 meters of the router installation point.

Moreover, the Customer must make a backup of his entire system and all of his data before the installation. He must also take all necessary steps to ensure that his software is compatible with the Service, in particular with respect to his antivirus system.