

## 1. GENERAL INFORMATION

### 1.1. SCOPE

1.1.1. This document defines the general terms and conditions applicable to the provision of Products and/or Services by Proximus to professional Customers.

1.1.2. Unless otherwise agreed between the Parties, the Agreement consists of the following documents: (i) the Contract Summary, in cases required by law (ii) the Offer (if any), (iii) the Price List, (iv) these General Terms and Conditions for Professional Customers; (v) the Contractual Service Description (including the service description, the specific terms and conditions and the service level agreements along with any annexes), and (vi) the Proximus Order Form (including any specific terms and conditions applicable to the Customer) (together referred to as the "Agreement"). Each Order Form constitutes a separate Agreement binding upon the Parties with respect to the Services and/or Products concerned.

1.1.3. The latest version of the General Terms and Conditions for Professional Customers and the Price List can be consulted at any time on the Proximus website or requested from Proximus.

1.1.4. By ordering the Service/Product, the Customer explicitly acknowledges having received the documents enumerated in Article 1.1.2 above and/or having been presented with the possibility to take notice of the content of said documents. By ordering the Service/Product, the Customer accepts and approves the content of said documents, and acknowledges having been presented with the opportunity to formulate its comments, if any, to said documents. As such, the Customer renounces his own general and/or specific terms and conditions, the applicability of which is explicitly excluded, even if it is stated in these that they shall prevail and/or they are attached to the Order Form or otherwise provided to Proximus.

The Parties presume that the content of the Agreement is in line with market practices and installs a fair balance between both Parties, considering the applicable sector and nature of the Products/Services.

1.1.5. The Customer has the right to issue orders for the benefit of his Affiliates listed in the Agreement. In that case, the Affiliates shall be bound by the contractual terms and conditions applicable to the Service and/or Product ordered and the Customer shall be jointly and severally liable for the implementation of all the commitments, guarantees and obligations, including the payment obligations of the Affiliates under the Agreement. References to the rights and obligations of the Customer throughout the Agreement shall include, where applicable, the rights and obligations of any Affiliate.

Proof of the exercise of control over the Affiliates - such as the report setting out the last annual accounts approved, the statement by the statutory auditor, the articles of association of the Affiliate concerned or the minutes of the annual general meetings of the Affiliate - must be provided at Proximus' request when the Agreement is concluded. In the event that the Customer ceases to exercise the control over the Affiliate(s), he shall notify Proximus thereof in writing and Proximus reserves the rights to review the terms and conditions applicable to the former Affiliate without the procedure described in article 3.1 being applicable. If a new Affiliate is added, supporting documentation shall be sent immediately to Proximus.

Proximus reserves the right to demand that the Customer or the company controlling the Customer issue a bank guarantee to secure the performance of the Agreement by the Customer and/or his Affiliates.

Proximus reserves the right to refuse an Order Form or to request from the Customer the reimbursement of all discounts received when Customer has set up a structure or grouping for the sole purpose of enabling their Affiliates to benefit from this Agreement or when the legal entity does not fit with the Affiliate definition.

### 1.2. DOCUMENT PRIORITIZATION

In case of conflict or inconsistencies between the documents of the Agreement, the following order of precedence shall apply in decreasing order of priority:

- the Order Form, including any specific terms and conditions;
- the Contractual Service Description;
- the General Terms and Conditions for Professional Customers;
- the Offer;
- the Price List;
- the Contract Summary (in cases required by law).

## 2. AGREEMENT PROCEDURE

### 2.1. REQUEST BY THE CUSTOMER

2.1.1. By submitting the request for the Product and/or Service, the Customer's representative confirms that he has the power and authority required to bind the Customer.

2.1.2. Upon Proximus' first request, the Customer must provide the following documents and information:

- if the Customer is a natural person: the Customer must identify himself and provide proof of a fixed residence or domicile in the European Union based on official documents;
- if the Customer is a legal person or a de facto association: a copy of the bylaws published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto;
- if the person is a representative of a natural or legal person or of a de facto association: the person must provide proof of his identity and the power of attorney.

Proximus must be immediately informed in writing of any changes to the Customer's name or address, the registered office, or the name or legal form of the legal person. The Customer is solely responsible for the information he provides to Proximus.

### 2.2. ENTRY INTO EFFECT, TERM AND TERMINATION OF THE AGREEMENT

2.2.1. Unless otherwise stipulated, the Agreement shall take effect on the day that Proximus accepts Customer's order. Proximus may reject the Customer's order or additional services and options on any of the following grounds:

- the Customer refuses to comply with the conditions stipulated in Article 2.1 of these General Terms and Conditions;
- the Customer has failed to honor the obligations incumbent upon him under another contract concluded with Proximus;
- in case of proven fraud or serious doubt regarding the Customer's identity or solvency;
- the Customer refuses to comply with Proximus' first request to pay a down payment or provide an unconditional bank guarantee;
- for technical reasons that prevent Proximus from duly providing the Service/Product (e.g Customer's infrastructure or the Proximus network do not support the provision of the Service).

The Customer is free to formulate comments within three (3) Calendar Days as to a decision of Proximus to reject an order or additional services and options pursuant to the paragraph above.

2.2.2. Unless otherwise agreed between the Parties in the Agreement, the Agreement is concluded for an Initial Term of one (1) year.

2.2.3. The Initial Term takes effect on the day after the date on which the Product and/or Service are made available to the Customer (the "Activation Date"). Should this date be postponed by more than five (5) Business Days for reasons attributable to the Customer, Proximus reserves the right to invoice the Customer for all Products and/or Services that were already provided or are ready for delivery to the Customer on the Activation Date.

2.2.4. Unless otherwise agreed between the Parties in the Agreement, at the end of the Initial Term, the Agreement will be tacitly renewed for successive Renewal Terms of one (1) year. Should one Party not wish to renew the Agreement, it must notify the other in writing at least three (3) months before the end of the Initial Term or the current Renewal Term.

2.2.5. Either Party may suspend the performance of its obligations if the other fails to comply with its contractual obligations and, subject to the conditions below, if this situation is not rectified within fifteen (15) Calendar Days of notice of default being served by the Party not at fault. Performances will resume once the defaulting Party has complied with its obligations. The payment of Service fees remains applicable for the duration of the suspension. Proximus reserves the right to also invoice for Service reactivation charges. Proximus shall not be obliged to grant a rectification period if the breach cannot be reasonably cured within fifteen (15) Calendar Days, if the breach is likely to impair Proximus' reputation or in the circumstances listed in Article 5.6 of these General Terms and Conditions for Professional Customers or in article 5.233 of the New Civil Code.

2.2.6. Either Party may terminate the Agreement unilaterally, at any time and without referral to the courts, by written notice to the other Party if the latter materially breaches any of its contractual obligations and,

subject to the conditions below, fails to rectify this within thirty (30) Calendar Days of the written notice. Proximus shall not be obliged to grant a remediation period if the breach cannot be reasonably cured within thirty (30) Calendar Days, if the breach is likely to impair Proximus' reputation or in the circumstances listed in Article 5.6 of these General Terms and Conditions for Professional Customers or in article 5.233 of the New Civil Code. For the avoidance of doubt, if Proximus has previously or simultaneously decided to suspend the services in accordance with Section 2.2.5, the fifteen (15) Calendar Day period shall be deemed included in and hence deducted from the thirty (30) Calendar Days period of this Section 2.2.6.

2.2.7. The Customer does not have the right to a price reduction due to a breach by Proximus, nor to replace Proximus or have Proximus replaced by another supplier due to a breach by Proximus, nor to terminate the Agreement due to an anticipatory breach by Proximus, nor to suspend the Agreement due to an anticipatory non-performance by Proximus. The remedies provided under Article 5.97, Article 5.90, paragraph 2, Article 5.239, paragraph 2 and Article 5.235 of the Civil Code are explicitly excluded for the Customer.

2.2.8. To the maximum extent permitted by law, the Agreement shall automatically be terminated if either Party ceases its activities, becomes insolvent or goes into bankruptcy, is dissolved or undergoes a similar procedure.

2.2.9. In case the Customer terminates the Agreement prematurely and without prejudice to article 3.1, the Customer shall pay an early termination fee equal to all amounts due until the expiration of the Initial Term or the current Renewal Term, without prejudice to the reimbursement of any discount that the Customer may have unduly benefitted from. The Parties agree that such early termination fee and reimbursement of discounts unduly benefitted from do not have any compensatory nature but constitute a quid pro quo for the early termination, and are without prejudice to the right to claim damages. In addition, any arrangements 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.

2.2.10. In case the Agreement is terminated by Proximus due to the Customer failing to comply with his obligations, the early termination fee such as defined in the Agreement may be increased with administrative charges and damages for all loss, damage, costs or expenses sustained by Proximus as a result of the fault of the Customer or his employees, including, but not limited to, reasonable lawyer fees and legal expenses.

2.2.11. Should Proximus decide to end the provision of a certain Product or Service totally or partially (e.g. maintenance and/or service level no more supported by Proximus or its suppliers as result of technological evolution), it must notify the Customer in writing at least six (6) months in advance. Proximus will not be liable to pay the Customer any compensation.

2.2.12. Unless stated otherwise, every Offer issued by Proximus has a validity period limited to thirty (30) Calendar Days.

### **3. AMENDMENTS TO THE TERMS AND CONDITIONS OF THE AGREEMENT**

3.1. Proximus reserves the right to amend the price of the Product and/or Service, the Agreement and the technical features of the Product and/or Service, even if this affects the quality of the Product and/or Service, in case of a valid reason thereto. The Parties agree that the following non-exhaustive circumstances shall in any case be considered as a valid reason: changes in the technology used, changes in prices charged by suppliers or subcontractors of Proximus, increase in other cost components of the Product and/or Service and regulatory changes. Proximus shall notify the Customer of such amendments at least one (1) month before their entry into effect, by any means it deems appropriate. The publication of a notice on the Proximus website and/or an enclosure with an invoice shall be deemed to constitute appropriate means.

Aside from the price adjustment referred to in Article 6.1.2, Customers who do not accept changes that are to their disadvantage may terminate the Order Form(s) affected by the changes in question without any compensation for breach of the Agreement being due, provided that they inform Proximus in writing within fifteen (15) Calendar Days of receiving Proximus' notification. If the Product and/or Service remains unchanged or is improved for the same price following such an adaptation, the latter are not deemed to constitute an amendment to the Agreement.

3.2. Should any Belgian, European or any other authorities or regulations require Proximus to amend the Agreement, or to refrain from supplying some or all of the Products and/or Services at the contractual conditions,

Proximus shall have the right to provide for these amendments or to refrain from supplying the Products and/or Services without having to apply the procedure described above and without paying any compensation to the Customer. Such event is deemed to be a Force majeure event.

3.3. In case of circumstances beyond the Parties' control occurring after the conclusion of the Agreement and which (i) result in or are likely to result in a major imbalance between the obligations of the respective Parties under this Agreement or (ii) which render performance of a Party's obligations under this Agreement significantly more onerous or impracticable, the Parties shall be entitled to request a renegotiation of the Agreement in order to reach an equitable adjustment of the Agreement.

Will in any event be considered as such circumstances, without limitation:

- a significant change in the price of raw materials, customs duties, the tariffs of Proximus suppliers or the exchange rates (for the conversion rate, the reference applicable shall be the conversion factor of the Central European Bank published daily on its official website);
- a significant decrease in the value of the consideration paid by the Customer;
- other economic or monetary changes, resulting from for example health crisis or war;
- issues in the supply chain.

Upon failure to reach an agreement within two (2) months of a renegotiation of the Agreement being requested by one of the Parties, either Party shall have the right to terminate the Agreement, without compensation being due and without prior intervention of a court, subject to giving one (1) month notice. The Parties explicitly waive their right to request the judge to amend the Agreement upon failure to reach an agreement within two (2) months of a renegotiation of the Agreement being requested by one of the Parties.

### **4. THE CUSTOMER'S RIGHTS AND OBLIGATIONS**

4.1. The Customer shall cooperate with Proximus as required for the proper performance of this Agreement. This includes (but is not limited to):

- providing data, files, documents or other relevant information for the delivery of the Product or Service (the Customer must immediately inform Proximus in writing of any changes in the data provided);
- ensuring network access to his ICT infrastructure for the purpose of Remote Intervention by Proximus;
- ensuring physical access to the Customer's premises and technical rooms where On-site Interventions have to be performed by Proximus, in the continuous presence of a Customer representative;
- allowing Proximus to carry out any operation, by any means deemed necessary or useful for the preparation and execution of its obligations under the Agreement, without being required to consult the Customer beforehand;
- designating one or a limited number of contact persons who possess the appropriate skills, knowledge and experience to oversee and assess the performance of the Service.

The Customer acknowledges and accepts that any failure on his part to provide such cooperation may affect the provision of the Products and/or Services. Therefore, Proximus declines any liability in case of late delivery of or damages insofar as this is attributable to the Customer or a third party. In addition, Proximus reserves the right to invoice at the then current rate any unnecessary travel attributable to the Customer.

4.2. The Customer shall make a backup of all his data before the Service and/or Product is installed and take all the steps as are necessary to ensure that his equipment (including the software) is compatible with that of Proximus.

4.3. The Customer shall preserve the secrecy and confidentiality of any identification elements (including, but not limited to: password, user name, PIN code and PUK code.) provided to him. The Customer shall be solely responsible for all use of these identification elements, even in the event of use resulting from the fortuitous or accidental disclosure of the said identification elements. Any use that is made of the Services after the identification elements are made available to the Customer shall be deemed to have been made by the Customer or with the authorisation of the Customer. The Customer shall immediately notify Proximus and confirm by registered letter in the event of loss, theft or fraudulent use of any of these identification elements.

4.4. The Customer shall be solely liable to Proximus and third parties for the use of the Service. The Customer undertakes to use the Products and/or Services with due diligence, for lawful purposes and in accordance with the provisions of this Agreement and any documentation provided by Proximus in relation with the Services and/or the Products and in accordance with the applicable legislation (including telecommunications and data protection rules if applicable) or any request, decision, instruction or order of a competent authority, and third party rights. The Customer shall refrain from making (and not allow third parties to make) any unauthorized, abusive or fraudulent use of the Products and/or Services. The Customer shall not use the Product/Service or allow its use for the purpose of developing, enhancing or marketing any product or service that is competitive with the Product/Service.

The Customer shall use the Products and/or Services only for his own account and professional usage. Unless stated otherwise, use of the Products and/or Services by the Customer is limited to the term of the Agreement. The Customer shall not under any circumstances transfer, resell, rent out, lend out or make available the Products and/or Services to third parties without the prior written consent from Proximus.

4.5. 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 or Products, any possible Service Level Agreement will no longer apply and Proximus reserves the right to suspend the Service or to invoice the Customer for any additional costs to remedy customer's non-compliance with the prerequisites.

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 Agreement. The Customer shall comply with them, at his own expense, within the delay fixed by Proximus.

4.6 The Customer shall ensure that all End Users who have access to the Service and/or Product comply with the obligations arising under this Agreement and shall assume liability for this. In this regard, the Customer shall inform the End Users of the obligations set forth in the present Agreement.

4.7. The Customer is responsible for, and shall bear the costs of, obtaining in due time any possible consent, license, registration, permit or approval required in order for Proximus to provide the Service. The Customer shall keep the required and appropriate consent, licenses, registrations, permits or authorizations for the term of the Agreement, including any extensions thereof.

4.8 The Customer guarantees that the Sites satisfy the various legal security requirements for Proximus staff and equipment for the full term of the Agreement.

4.9. The Customer shall duly and promptly report any Incidents concerning the Service/Product and any technical or operational changes that may affect Proximus' provision of the Service/Product. The Customer informs in addition Proximus if the Incident is caused by himself, his End Users or his own equipment.

4.10. Any Customer who leaves or transfers his installation address where the Service/Product is installed without terminating or transferring his Agreement shall remain liable for the payment of the amounts due to Proximus.

4.11. Throughout the term of this Agreement and for a period of twelve (12) months following the end of the Agreement, the Customer shall not directly or indirectly solicit the employment of, hire or engage as an independent contractor or otherwise, any Proximus staff (employee, consultant or other) with responsibilities related to this Agreement, without Proximus' prior written consent. Should the Customer fail to comply with this obligation, he shall pay Proximus damages equal to twelve (12) times the gross monthly salary that the person earned with Proximus in the last full month of his employment, without prejudice to Proximus right to claim further damages. The non-solicitation provisions under this Article do not apply if the Proximus employee spontaneously applied for employment at the Customer, provided that this spontaneous application can be proved.

4.12 In the context of unlimited rate plan, the Agreement covers only normal use of the Service by the Customer. Normal or abnormal use may be defined in the applicable Contractual Service Description or Order Form. Proximus reserves the right, without prior notice, to restrict the provision of the Service, to suspend or to terminate the Agreement in case of abnormal use of the Service. To this end, Proximus shall be entitled to

check the volume of consumption of the Service. No compensation shall be due by Proximus.

4.13. As part of the Service, the Customer might be able to access and use a or several online Proximus portals (herein after the "Portals"). The Customer shall ensure that only authorized persons are granted access to the Portals. The Customer shall comply with all legal, security and technical standards imposed by Proximus from time to time in connection with the access and use of the Portals. Proximus cannot verify whether access requests and the use of the Portals through the Customers identification data are legitimate and declines any responsibility for any consequences or damages resulting from fraudulent access and use of the Portals through the Customers identification data. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the authorized persons.

## 5. PROXIMUS RIGHTS AND OBLIGATIONS

5.1. Proximus undertakes to implement the resources necessary to ensure the proper functioning of the Service/Product and to provide the Service/Product in accordance with the Agreement. Proximus alone shall determine the technical resources necessary for the purpose of providing the Service or Product.

When the Service includes operational support, Proximus shall be the sole party authorised to modify the Product and/or infrastructure underlying the Service and to carry out maintenance, replacement (within the limits of available stocks) and possible repairs.

5.2. The Service will be provided with reasonable skill and care and in accordance with generally accepted industry standards. Unless otherwise agreed between the Parties in the Agreement, Proximus does not guarantee a minimum level of quality of the Service and all its obligations must be qualified as obligations of means (obligation de moyen/ middelverplichting). Proximus will use reasonable commercial efforts to perform the Agreement within the agreed timeframe. Unless stated otherwise, the execution timings are given for information purpose only and are not binding for Proximus.

5.3. The maintenance or development of the Service may require Proximus to restrict or temporarily suspend the Service. In that case, Proximus will (1) make maximum use of the Service's planned works window and (2) limit the period of restriction or suspension to the time needed for the applicable interventions. In any case where planned maintenance works entail a Service interruption of more than 30 minutes, regardless of whether these works take place within or outside the planned maintenance window, Proximus shall use reasonable efforts to notify by any means the Customer five (5) Business Days before the start of the planned maintenance works. The planned works are not taken into account in the Service Level Agreement calculation, if any.

5.4. Proximus will use the information provided by the Customer in good faith and for the sole purpose of performing this Agreement.

5.5. Proximus reserves the right to charge the Customer for efforts spent in handling of Incident when the cause of Incident is imputable to the Customer or equipment not provided by Proximus.

5.6. Proximus reserves the right to take, at any time, on its own initiative without referral to the courts and without prior notice, the measures required in case the security, integrity or the proper functioning of its services, networks or infrastructure (or the ones of its subcontractors or suppliers) are or could be compromised or in case of suspected or established fraud, abuse or unauthorised use. Such measures may consist of, but are not limited to: the activation of protective measures, the suspension of the Customer's access to its Service or the termination of the Agreement. In no event shall Proximus be liable to Customer for any and all consequences that would arise from the implementation of these measures.

5.7. Proximus will comply with the security rules applicable at the Customer's Site, provided that the Customer has notified Proximus in writing of these rules in good time, and in any event before the start of the intervention at the Customer's Site.

5.8. Where applicable, the Customer can consult the level of consumption of the Service (internet volume, mobile data volume, call minutes, number of SMS sent...) on the MyProximus application or website.

## 6. PRICING, PAYMENT AND INVOICING

### 6.1 PRICING

6.1.1. The prices of the Products and Services indicated in the Price List, Offer and Order Form are expressed in Euro and are exclusive of VAT, delivery and transport charges and other duties and expenses payable by the Customer.

6.1.2. Proximus reserves the right to adjust the prices before the submission of the Order Form and on the Agreement anniversary date, in accordance with the salary indexation and the following price adjustment formula:

$$P1 = PO \times (0.2 + 0.8 \times (S1/SO))$$

Where:

- P1 = the new Price (applicable as from the Agreement anniversary date)
- PO = Price applicable at the start of the contractual term preceding the entry into force of the indexation (i.e. the starting price)
- SO = the base salary in the technology industry (Agoria Digital Index) of the month prior to (1) the month of the Agreement's conclusion, in case of the first indexation, or (2) the last price increase or (3) the last indexation, depending on which of these events takes place last.
- S1 = the base salary in the technology industry (Agoria Digital Index) prior to the indexation applied on the Agreement's anniversary date.

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.

6.1.3 Unless otherwise provided, Proximus shall invoice its Services monthly to the Customer. An interim invoice may be sent at the Customer's request against payment.

## 6.2. PAYMENT

6.2.1. The amounts due under the terms of this Agreement will be invoiced in accordance with the terms and conditions set out in the Order Form and/or the Contractual Service Description. Unless otherwise mentioned on the invoice, the payment term is thirty (30) Calendar Days as from the invoice date.

6.2.2. The only valid payment method shall be by bank transfer to the account number specified by Proximus, citing the relevant reference details and within the due date mentioned on the invoice. The Customer shall bear all the costs linked to the payment of the invoice.

6.2.3. The invoices shall be addressed to the Customer or to a third-party payer designated by the Customer. The designation of a third-party payer does not exempt the Customer from his obligation to pay in case the third-party payer defaults. The third-party payer shall not acquire any rights or title under this Agreement nor to the Products and/or Services.

6.2.4. Proximus reserves the right to perform a screening of the Customer's financial situation before and during the Agreement term. If the results of this screening lead Proximus to have serious doubts as to the Customer's solvency or in case of proven or suspected fraud, Proximus may invoice additional intermediate amounts or demand advance payments, bank guarantees or any other type of financial guarantee. Proximus is also entitled to request the payment of an advance before and during the Agreement in the event of an abnormal use of the Service, in case of doubt regarding the Customer's identity or if the Customer specifies a main office or an invoicing address abroad. Proximus reserves the right to suspend the Service to the Customer should the latter fail to submit such payment or guarantee within three (3) Business Days of Proximus' request.

6.2.5. Customer is not entitled to set off any amounts payable to Proximus under this Agreement against any possible amounts payable by Proximus to the Customer under this Agreement or any other agreement between Proximus and the Customer or its Affiliates.

6.2.6 In the event of abuse, unauthorised use or fraud by the Customer, Proximus may demand, in addition to payment of the amount due for the period in which the Service was provided, payment of damages and interest to cover all technical, administrative and legal expenses resulting from this abuse, unauthorised use or fraud.

6.2.7. Proximus shall communicate the amount to be paid to any Customer who declares that he has not received his invoice. If the Customer so requests, a duplicate copy of the invoice shall be provided. Repeated requests for duplicate copies of invoices and requests for duplicate copies of invoices older than the Customer's last three invoices may result in a flat-rate administrative fee being charged for each duplicate copy provided as mentioned in the Price List.

6.2.8. When Proximus provides a "cash collecting" service, (i.e. when it allows the Customer to pay for services distributed by third parties, including premium rate numbers, such as 0900, etc., through his Proximus invoice), the purchase or service contract shall be concluded directly between the Customer and the third party. Proximus' role shall be limited to collecting the payment in the name and on behalf of such third party. Proximus shall not assume any liability with regard to the proper performance of the purchase or service contract as such. The amount relating to such purchase or service, including VAT, shall be included separately on the Proximus invoice in the form of a statement that shall not have the value of an invoice for tax purposes. Customers who desire an invoice for such purchase or service must contact the third party beforehand. Indications on the price of pay-for-text messages and pay-for calls can be found on the Proximus Website: [www.proximus.be/priceofthirdpartyservices](http://www.proximus.be/priceofthirdpartyservices).

## 6.3. LATE AND PARTIAL PAYMENT

6.3.1. In case an invoice is not paid by the due date, the defaulting Customer or, where applicable, his third-party payer, will receive a reminder from Proximus. Reminders may result in administrative fees as mentioned in the Price List.

6.3.2. In case the payment due date is not complied with, the Customer shall automatically and without notice be liable for the payment of interest on arrears calculated at the legal interest rate. When Proximus entrusts the recovery of the debt to a third party, a lump sum compensation for the costs incurred, the amount of which is given in the Price List, shall be due automatically and without formal notice.

6.3.3. If a Customer makes a partial payment and this payment does not correspond in full to the amount outstanding for the use of the Proximus Service and/or Product, Proximus reserves the right to attribute this payment to any other open invoice.

## 6.4. DISPUTED INVOICES

6.4.1. Any notification of a disputed invoice must be received in writing by Proximus within thirty (30) Calendar Days of the disputed invoice's date. Beyond that deadline, the invoice will be deemed to have been accepted by the Customer. The notification specifies the item concerned, the amount disputed and the specific reasons for disputing.

6.4.2. The obligation to pay the disputed sum will then be suspended, but only for the disputed part. The undisputed amount is deemed accepted and must be paid by the regular due date.

6.4.3. If the Customer's contestation proves to be unjustified, the disputed amount shall become payable immediately.

## 7. CONFIDENTIALITY

7.1. Without prejudice to the Proximus Privacy Policy, Confidential Information may be disclosed by the Parties under this Agreement only to staff and/or subcontractors and/or Affiliates of the receiving Party who are reasonably deemed to need access to such information for the performance of the Agreement, and in the other cases subject to prior written agreement being obtained from the other Party.

In addition, at the request of a sub-contractor, an Affiliate or both Proximus' or its Affiliates' board-members and employees, involved in the performance of the Agreement, Proximus can disclose to these persons the contractual clauses set out in this Agreement regarding the means of defence and (limitations of) liability in case of a dispute concerning the performance of the Agreement.

7.2. Confidential Information shall remain the property of the disclosing party. Disclosure of Confidential Information does not imply the transfer or granting of any intellectual property or industrial right.

7.3. The Parties shall not be liable for the use made of it by the other Party.

7.4. If the receiving Party is required by law or by the order of a court or an authority to disclose, in part or in full, any Confidential Information, that Party shall immediately notify the disclosing Party thereof in writing provided that it is legally authorised, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information.

7.5. The obligation of confidentiality set out in this section shall survive the expiration or termination of the Agreement for three (3) years.

## 8. PROTECTION OF PERSONAL DATA

8.1.1. The data protection related concepts used in this article 8 and Schedule I shall have the meaning given to them in the Data Protection Legislation.

8.1.2. The Customer undertakes to comply (i) with the General Data Protection Regulation (2016/679), (ii) with the Belgian law on the protection of natural persons with regard to the processing of personal data of 30 July 2018 and (iii) with the national laws implementing the Directive on Privacy and Electronic Communications. The legislations referred to under (i), (ii) and (iii) above being jointly referred to as the **"Data Protection Legislation"**.

8.1.3. Proximus will comply with the Data Protection Legislation when processing information relating to an identified or identifiable natural person in its performance of this Agreement (referred to as 'personal data' under the Data Protection Legislation).

8.1.4. The provisions applicable to the processing of personal data in the light of the performance of the Agreement, consist of the combination of the following provisions:

- The provisions that will govern the processing of personal data, taking into account the respective role of Proximus (data controller or data processor), are included in Schedule I to these General Terms and Conditions for Professional Customers; and
- The role of Proximus (data controller or data processor) with regard to the personal data being processed in the context of the performance of the Agreement, other than the personal data mentioned in Schedule 1, article 1.1 for which Proximus is data controller, and any other specifications relating to the data processing for a specific Service/Product will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

## 9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights to the Products and Services included in the Agreement (including all documents issued by Proximus in the framework of the Agreement) shall be the exclusive property of Proximus and/or its Affiliates and/or its suppliers. The Customer may not claim any right to this intellectual property, nor does he obtain any rights or title other than those explicitly specified in this Agreement. In connection with Products, the Customer shall not:

- transfer, assign, sublicense, communicate or make them available to any third party,
- alter, modify or change them,
- reproduce or (attempt to) create any derivative version thereof, or
- de-compile, decrypt, reverse engineer, disassemble or otherwise reduce same to human-readable form.

9.2. All Trademarks are and shall remain the exclusive property of Proximus, its Affiliates or suppliers. The Customer shall not commit any act which would pose a threat to these Trademarks, nor acquire any right or title to these Trademarks, unless otherwise stipulated in the Agreement. The Customer shall not remove, modify or obscure labels, plaques, serial numbers or other distinctive badges affixed to the Products/Service (including documentation) by Proximus, its Affiliates or its suppliers.

## 10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by applicable law, Proximus' liability towards the Customer for damages of any type arising out of or related to this Agreement shall per event or series of connected events be limited to the reimbursement of direct, foreseeable, personal and certain damages, without the reimbursement ever exceeding the total amounts that the Customer paid to Proximus under the Agreement over the six (6) months preceding such event or series of events (excluding the one-time fee if any). In addition, Proximus' aggregate liability to the Customer under this Agreement shall be limited to 200,000.00 EUR per contract year.

Proximus shall under no circumstances be liable to the Customer for unforeseeable, indirect, (pure or consequential) non-material, incidental, special, consecutive, or uncertain damages, including, but not limited to, potential or actual loss of revenue or profit, commercial or financial loss, loss of business, loss of contracts, loss of customers, additional expenses, loss of or damage to information, data or programs, regardless of the cause of such damages. Proximus shall also not be liable for damages resulting from an act or omission of the Customer. Proximus shall not be held liable for (damages arising from) the content of information that is transferred, stored or otherwise processed by the Customer or any third party using the Proximus Products and/or Services.

To the maximum extent permitted by applicable law, the Parties agree that Proximus', its Affiliates and both Proximus' and its Affiliates' board-members' and employees' extra-contractual liability for damages of any type is excluded.

10.2. Nothing in this Agreement shall operate to limit or exclude liability for physical injury or death or for any other liability that cannot be excluded or limited by law.

10.3. Unless otherwise stated in the Agreement, the Customer may not bring a claim under the Agreement more than 6 months after the cause of action has arisen.

10.4. When the Service is used by a third party provider to provide his own service to the Customer, this third-party service is the sole responsibility of the third party service provider. The third-party service provider may require the Customer to accept additional terms and conditions and/or pay a fee in order to use its own service. Those additional terms and conditions are between the Customer and the third party service provider and are not a part of this Agreement.

### 10.5 Liability with respect to Intellectual Property Rights:

10.5.1. In case of claims or proceedings against the Customer with respect to any intellectual property right linked to the performance of the Agreement, the Customer shall inform Proximus immediately and enable Proximus to defend itself at its own expense. Proximus shall indemnify the Customer against any damages and costs ultimately awarded under a definitive decision of a competent jurisdiction establishing the infringement of an intellectual property right linked to the performance of the Agreement, provided that Proximus has sole control of the proceedings and that the Customer cooperates fully and does not undertake actions which might be detrimental to Proximus' position in any way whatsoever.

10.5.2. Where the Products and/or Services become or might become the subject of proceedings for infringement of one or several intellectual property rights, Proximus may, at its sole discretion:

- obtain for the Customer the right to continue to benefit from the Products and/or Services;
- make similar Products and/or Services available or change the Products and/or Services to rectify any infringement, insofar as this does not lead to any substantial loss of functions or services.

If none of the abovementioned solutions are commercially viable, Proximus may terminate the Agreement and reimburse the Customer the sums paid for the Products and/or Services which the Customer has not yet been able to benefit from. In this case, Proximus' liability is limited to the amounts defined in article 10.1.

10.5.3. The previous provision shall not apply to infringements attributable to (i) use of the Product/Service in a manner contrary to the instructions given to the Customer, (ii) modifications or changes made to the Products/ Service by persons other than Proximus or third party acting on Proximus' behalf (iii) any functionality or capability provided by Proximus in accordance with the instructions given by the Customer, (iv) third party service or product, nor (v) the Customer's failure to use corrections or enhancements to Product/Service that are provided by Proximus with notice that its purpose is to correct or avoid a potential claim of violation of intellectual property rights.

10.5.4. The remedies specified in this section 10.5 shall constitute the Customer's sole remedies from Proximus with respect to claims related to intellectual property rights. The remedies provided under this section 10.5 shall only apply, on pain of forfeiture, if the Customer has informed Proximus within ten days of the event occurring.

## 11. SALE OF PRODUCTS

11.1. All Products sold to the Customer shall remain the property of Proximus until they have been paid for in full, including all charges and taxes.

In case of a deterioration of the Product, the unpaid part of the sales price shall become due immediately.

For as long as the Customer has not paid the Product's sales price in full, the provisions relating to product rental shall apply.

11.2. The Products will be delivered by Proximus to the agreed place of delivery. The risks transfer to the Customer when the Product is handed to the (first) carrier (Carriage Paid To - Incoterms 2020), which risk transfer is duly accounted for in the applicable prices. From then on, the Customer will be liable for all risks related to the Product. Proximus will make every reasonable commercial efforts to deliver the Products at the agreed time. The Customer shall take delivery of the Products within the agreed time. If the Customer does not take delivery of a Product, Proximus shall be entitled to invoice to the Customer the sales price and any costs and expenses linked to the Customer's failure to take delivery.

11.3. Unless Proximus receives a written objection from the Customer within five (5) Business Days following the delivery date of the Products, the delivered Products shall be deemed to have been definitively and irrevocably accepted including all visible defects.

11.4. Unless expressly stated otherwise in the Contractual Service Description, the Customer benefits from the warranty as offered by the manufacturer of the Product. Proximus does not provide any specific or supplementary warranty on top of the manufacturer's guarantee. This warranty only applies where the Customer uses the Product with all due diligence and under normal conditions. Proximus reserves the right to request proof from the Customer that the Product is still under the warranty period.

11.5. Without prejudice to Proximus' information obligation, the choice of Products, the analysis of their technical characteristics and compatibility of the Products with the Customer's environment, and the configuration of the Products, shall under all circumstances remain the sole responsibility of the Customer.

11.6. WEEE (Waste of Electrical and Electronic Equipment) is any Electrical and Electronic Equipment sold to the Customer (i) which is no longer used by the Customer, and (ii) which falls under the applicable law on waste from electrical and electronic equipment implementing the directive 2012/19/EU and any amendment hereto. WEEE from the Customer is considered to be commercial waste. These can be both "professional" or "domestic" in nature. The difference is based on the Recupel contribution. Although the difference in contribution, the Customer agrees to only dispose its professional and household appliances via a Recupel partner or via a municipal waste recycling center for its household appliances. In case of any doubt, the Customer must contact Proximus for guidance.

## 12. RENTAL OF PRODUCTS

12.1. These provisions apply to the Products rented, made available to the Customer or sold to the latter but for which Proximus has not yet received full payment of the price. All these Products remain the property of Proximus for the duration of the Agreement or until such time as Proximus has received full payment of the price for the Products sold to the Customer.

12.2. The Customer shall not under any circumstances transfer, modify, sell, (sub)lease, lend them out, offer them as a security or make them available to a third party in any way without the prior written consent of Proximus.

12.3. The Customer shall use and keep the Product with due diligence, maintain it in perfect condition and only use it at the installation address.

12.4. The Customer will be held liable for any loss of or damage to Products belonging to Proximus and/or its Affiliates and/or its suppliers which are in the Customer's possession or under his control, or for any damage caused by these Products (except where any such loss or damage is entirely attributable to an act or omission of Proximus).

12.5. The Customer shall notify Proximus immediately in writing of any problem relating to a Product.

12.6. If the Product is installed on a Site that is not the Customer's property, the Customer shall inform the owner of the Site by registered letter of Proximus' property rights related to the Product, before the Product is installed.

12.7. In the event of seizure of, or any other claim that a third party may assert on the Product, the Customer shall be required to oppose this and inform Proximus immediately to enable the latter to safeguard its rights.

12.8. Proximus shall be entitled to require the Product made available to the Customer to be returned at any time, and the Customer shall then be provided with a similar Product.

12.9. At the end of the Agreement, regardless of the reason for it ending, the Customer shall return the rented Product to Proximus in good condition and at his costs and expense, within the timeframe agreed between the Parties. If the Customer fails to do so, Proximus, at its sole discretion, shall invoice the Customer for the residual value of the Product or will have the right to access the Site during Business Hours to retrieve the Product. The Parties agree that the foregoing shall not apply for Products that were already sold to the Customer but for which Proximus did not yet receive full payment of the sales price before the termination of the Agreement. At the end of the Agreement all outstanding amounts shall be immediately due for the aforementioned sold Products. In addition, Proximus has the right to access the Site during Business Hours to retrieve the Products should the Customer fail to pay the outstanding amounts.

If the removal of the Product takes place under normal conditions, Proximus is not required to bear the costs of restoring the premises to their original state should this be necessary after the removal of the Product. The Customer shall be required to compensate Proximus for any deteriorations or defects in the Product that do not result from normal use and, if any, for onsite intervention on time and material basis.

## 13. CONFIGURATION AND INSTALLATION

13.1. The Product and/or Service shall be installed and/or configured by Proximus if this is expressly provided for in the Contractual Service Description or Order Form.

13.2. In case of installation at a Site designated by the Customer, the Customer shall provide a suitable place for the installation, use and maintenance of the Product and/or the Service. In accordance with the recommendations of the Belgian Electrotechnical Committee (Comité électrotechnique belge/Belgisch Elektrotechnisch Comité), the Customer shall provide any electrical connections, groundings and connections to the computer material necessary for the proper functioning of the Product and/or Service. The Customer ensures that the Site complies with the EMC environment, temperature, humidity, ventilation system and safety regulations. The Customer shall comply with any other requirements mentioned by Proximus. Should the Customer fail to make the necessary preparations for the installation before the agreed installation date, Proximus reserves the right, at its sole discretion, taking into account the specific situation at hand, to either (i) provide for an additional timeframe within which the Customer can still make the necessary preparations; or (ii) terminate the Agreement, or (iii) make the necessary arrangements itself or instruct a third party to do so, at the Customer's costs and expenses.

13.3. 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.

13.4. In case of installation performed by Proximus, the Customer authorizes Proximus to install the Products and any equipment and carry out the required works for the installation at the agreed Site and for their maintenance. The Customer warrants that, if the Customer does not own the Site 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 place such 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 Site) arising out of the performance of the Agreement by Proximus. 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.

Proximus is not liable for any damage to property that cannot be avoided in performing the work necessary for the installation, maintenance, alteration or removal of the equipment.

13.5. Except if the installation is made by the Customer himself, a functional test is carried out at the end of the installation.

Acceptance of the configuration and/or installation shall definitively and irrevocably occur or be deemed to occur on the earliest of the following:

- signed confirmation by the Client that the tests, if any, have been successful, or

- if no confirmation is signed, five (5) Business Days after the completion of the configuration, installation or execution of the agreed tests, unless the Client has provided within this five (5) Business Day period written notice to Proximus to reject the installation or the configuration. Such notice must set forth in detail how the installation fails to satisfy any agreed acceptance tests in one or more material respect(s). Parties will use all reasonable efforts to remedy any reported and accepted problems and rerun the acceptance procedure as soon as possible.

13.6. The Customer shall inform Proximus of any works which could have an effect on the proper functioning of the Service/Product and the underlying infrastructure. This communication must be made as fast as possible and at least three (3) Business Days before their occurrence. If such works require the Product or the installation underlying the Service to be changed or moved, the Customer shall bear the cost of this.

## 14. SOFTWARE

14.1. When Proximus provides the Customer with Software, the Software is licensed by Proximus or by a supplier of Proximus directly to the Customer (hereinafter the "Licensor"). The Customer hereby explicitly acknowledges that all such Software contains technical and confidential data that are the property of the Licensor. By concluding the Agreement, and/or installing the Software, the Customer explicitly acknowledges having received the relevant End User License Agreement (hereinafter "EULA") linked to the Software if any and having been presented with the ability to take notice of the content thereof. The Customer accepts this EULA, if any, and acknowledges the EULA creates a binding agreement between the Customer on the one hand and the Licensor on the other hand.

14.2. Where the Software is Licensed to the Customer for the purpose of providing it to an End User, or directly to an End User as the case may be, the Customer shall ensure that the End User is properly informed and receives the relevant EULA, if any, and that the End User acknowledges and accepts the said EULA creates a binding agreement between the End User and the Licensor.

14.3. The Customer shall not duplicate, copy, or delete the Software and must ensure the confidentiality thereof. The Customer shall comply with the EULA if any throughout the full contractual term (including contract renewals).

14.4. Non-compliance with the EULA shall be deemed a breach of contract committed by the Customer for which Proximus reserves the right to terminate the Agreement. The Customer shall be responsible for any breach of these terms by the End Users and/or third parties.

14.5. In case the Software is licensed by a Licensor, the Customer acknowledges and accepts that Proximus does not provide any warranty, indemnity and/or compensation for the Software and expressly declines any liability regarding the quality and performance of the Software provided under the EULA.

## 15. FORCE MAJEURE

15.1. Proximus shall not be held liable for any delays or shortcomings in the provision of its Products/Service in case of Force Majeure.

15.2. If Proximus invokes such a Force Majeure event, Proximus shall have the right to suspend or limit the delivery of the Products/the Services, without the Customer being entitled to claim any damages whatsoever.

15.3. If invoking such Force Majeure event, Proximus shall take every reasonable action to strictly limit the duration thereof.

15.4. Should the Force Majeure event be definitive or continue for more than three (3) months, either Party may lawfully and in writing terminate this Agreement without any compensation being due.

## 16. MISCELLANEOUS

16.1. Unenforceability or invalidity of one or more section or article in this Agreement shall not have an effect on any other articles or portion of article in this Agreement. Any unenforceable or invalid (portion of) article in this Agreement shall be modified in a manner consistent with applicable law to reflect as nearly as possible the original intentions of the Parties.

16.2. The Parties hereby agree that any communications exchanged by e-mail shall have the same legal value as written or signed correspondence. The Parties likewise agree that information relating to

any communications, contracts or payments held by Proximus on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.

16.3. Unless the Customer explicitly requests otherwise, Proximus shall be entitled to use the Agreement as a reference for its commercial activities.

16.4. Failure by either Party to exercise any of its rights shall under no circumstances be construed as a waiver of these rights.

16.5. This Agreement shall constitute the entire agreement between the Parties on the Products and/or Services, to the exclusion of any prior written or oral communications, proposals and agreements.

16.6. The Customer hereby consents that Proximus has the right to transfer all or some of its rights and obligations under the Agreement to a third party. In this event, Proximus will notify the Customer of the transferred obligations and the third party to which they are transferred, after which Proximus will no longer be held responsible for the performance of said obligation. The Customer may only transfer his rights and obligations under the Agreement when Proximus has given its specific prior written agreement. On such occasion, Proximus is entitled to require the fulfilment of some formalities.

16.7. This Agreement is governed by Belgian law excluding the UN Convention on Contracts for the International Sale of Goods, and conflict-of-laws principles. In the event of a dispute that cannot be settled amicably, the Brussels courts shall have sole jurisdiction. Where the electronic communication services are concerned, the Customer may also contact the Telecommunications Ombudsman's Service (Koning Albert II-laan 8 bus 3, 1000 Brussels, tel.: 02/223.09.09, fax: 02/219.86.59, [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.be), [www.mediateurtelecom.be](http://www.mediateurtelecom.be)), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.

16.8. Information regarding specific Products and Services for persons with a disability can be found on the Proximus Website: [www.proximus.be/handicap](http://www.proximus.be/handicap).

16.9. Any complaint regarding potentially illegal content or abuse of service should be addressed to the Proximus central contact point. Complaints can be submitted either by e-mail to [abuse@proximus.com](mailto:abuse@proximus.com), or via the complaint form available on the Proximus website at [www.proximus.com/illegal-content](http://www.proximus.com/illegal-content). Responses to complaints will be communicated by e-mail within a reasonable period of time.

When the Product or Service is an "intermediary service" in the sense of the Digital Services Act of 19 October 2022, and as part of our internal complaint handling procedure, Proximus reserves the right to take all appropriate actions to remedy the situation, including but not limited to the actions set out in article 5.6 of these General Terms and Conditions for Professional Customers, formal notice to cease any abuse and referral of the matter to appropriate entities for further action

## 17. DEFINITIONS

**Affiliate:** the affiliated and associated entities within the meaning of articles 1:20 and 1:21 of the Belgian Companies and associations Code.

**Application Software (or Application):** Software that provides the functions that are required by a Service. An Application may be part of more than one Service and runs on one or more systems.

**Business Day:** Every day except Saturdays, Sundays and Belgian public holidays unless otherwise specified in the Agreement.

**Business Hours:** Every hour between 08:00 and 18:00 CET/CEST on any Business Day, except where explicitly mentioned otherwise in the applicable Contractual Service Description.

**Calendar Day:** Any day of the Gregorian calendar.

**Client Software:** Software that is installed on the Customer's or its End Users' device(s) and that allows the device to access or use the Products, Services or their functionalities.

**Confidential Information:** Any information disclosed by the Parties under the Agreement that is specifically marked as being confidential and any information which the other Party should be reasonably held to be aware of the confidential nature provided by one of the Parties to the other. The following is not considered Confidential Information (i) information rightfully in the receiving party's possession or known to it prior to receipt of such information from the disclosing party; (ii) information which was

rightfully disclosed to the receiving party by another person; (iii) information which is part of or enters the public domain without any improper action or inaction by the receiving party; and (iv) information which is independently developed by the receiving party. The receiving party bears the burden of proving that the information falls within any of the categories described by points (i) through (iv) above.

**Customer:** A natural person or legal entity that acquires Products and/or Services from Proximus.

**End User:** Natural person who ultimately uses or is intended to ultimately use the Product or Service.

**Force Majeure:** unpredictable or unavoidable circumstances that are beyond Proximus' control, rendering the performance of the Agreement and/or the delivery of the Product/Service practically or reasonably impossible, such as (not exhaustive list) acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, terrorism (including cyber terrorism), actions or omissions of regulatory or governmental body (including the passage of laws or regulation or other acts of government or authority that impact the delivery of the Service/Product), embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labor conflicts involving Proximus' or third parties' employees, cable cuts, power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), flooding, prolonged frost, fires or storms, sanitary crisis, health care crisis (including pandemics and epidemics).

**Hardware:** The physical (elements of a) computer system. These can be mechanical, magnetic, electronic or electrical. Examples are: a CPU, disk drive, keyboard or screen.

**Incident:** An unplanned interruption to a Service or a reduction in the quality of a Service. Failure of a solution element that has not yet impacted the Service is also an Incident.

**Initial Term:** the initial period for which the Agreement is being concluded.

**Internal Cabling:** Lines, cables, cables closet, patch panels, patch cables, patch distribution cables, distribution cables, wall sockets and any other material necessary between the connection or the line equipment and the terminal equipment on the Site or between Customer's infrastructure within data center and the meet me room(s) of the data center..

**Invoice:** The document referred to as invoice or any other document by which Proximus claims payment of its Products/Services or collects, for and on behalf of third parties, the amounts related to the services of these third parties.

**On-demand Support:** specific support which is not covered by the Agreement. 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 two (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.

**Operating System Software:** Software that manages a computer's resources, performing basic tasks such as allocating memory and allowing computer components to communicate. Networking functionalities are considered to be part of the Operating System.

**Parties:** Proximus and the Customer

**Party:** Proximus or the Customer.

**Product :** Software and/or Hardware rented, sold or licensed to the Customer under the Agreement.

**Proximus:** Proximus public limited company, a company under Belgian Public Law with registered address at Bd du Roi Albert II 27, B-1030 Brussels and VAT number BE 0202.239.951, Brussels Register of Legal Entities.

**Renewal Term(s):** the (successive) period(s) for which the Agreement is being concluded after the Initial Term.

**Server software :** Software which is installed on a server and that provides services or functionalities.

**Service:** Activities performed by Proximus for the benefit of the Customer to meet its obligations under the Agreement.

**Site :** the location where Proximus supplies the Products and/or performs the Services to the Customer.

**Software:** Machine readable (object code) version of the computer program, any copy and associated documentation.

**Trademark:** All trademarks, service marks, commercial names, logos or other words or symbols referring to the Products and/or Services or business activities of Proximus, its Affiliates or its suppliers.

**Update:** Sometimes also called 'minor release', an update updates a major version of Product, but does not upgrade it to the next major version. Updates normally contain small enhancements and fixes, some of which may have already been issued as emergency fixes. An update or release usually supersedes all preceding emergency fixes. For example, Windows 7 Service Pack 1 is an update of Windows 7.

**Upgrade:** Sometimes also called 'major release', an upgrade means a major, stand-alone version of a Product. Upgrades normally contain new functionality. An upgrade usually supersedes all preceding updates, releases and emergency fixes. For example, Windows 10 is an upgrade from Windows 8.



## **SCHEDULE I - PROVISIONS APPLICABLE TO THE PROCESSING OF PERSONAL DATA**

### **1.1 PROXIMUS ACTING AS DATA CONTROLLER**

Where Proximus is processing personal data relating to the Customer (including the Customer's representatives, contact persons, or End Users) for the purposes listed here below, Proximus is acting as a data controller:

- the performance of the Agreement with the Customer and the delivery of the Products and Services requested by the Customer (except for as far as Proximus would be acting as a data processor in the delivery of the Services)
- the administration and management of relations with the Customer, including ordering and billing;
- Customer profiling and conducting information and promotion campaigns for products and services offered by the Proximus Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services and the network infrastructure;
- the anonymization of personal data for provisioning of reporting services to third parties.

The following categories of personal data can be in scope: identification data, contact data, data on the use of Proximus' products and services, traffic and location data, invoicing data, payment data, technical data, communication preferences and other types of personal data as specified in the Specific Terms and Conditions and in the Proximus Privacy Policy.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](http://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by Proximus to inform them of Proximus' products and services, unless the Customer objects to this. Proximus hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how they can exercise their rights regarding their personal data;
- provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 1.1.

### **1.2 PROXIMUS ACTING AS DATA PROCESSOR: DATA PROCESSING CLAUSES**

1.2.1. Where the Customer or his representatives, contact persons or End Users provide personal data to Proximus in connection with their use of the Products/Services for processing these data or where the Customer requests Proximus to process personal data on behalf of the Customer or of the Customer's representatives, contact persons or End Users for the sole purpose of providing the Customer with the Products/Services, the Customer shall act as data controller in relation to the processing of these personal data and Proximus shall act as a data processor regarding these personal data.

1.2.2. The Customer shall ensure the rights and obligations of the Parties under this Schedule I are appropriately reflected on his representatives, contact persons or End Users he allows to use the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in his capacity as data controller or on behalf of his

representatives, contact persons or End Users. All references to Customer rights and obligations under this Schedule I shall be deemed to include the representatives, contact persons or End Users of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: the Customer's own customers, employees, workers, agents, representatives, consultants or other third parties.

The personal data might include the following categories of data:

- identification information, contact details;
- data related to the usage of the Products/Services under this Agreement;
- any other type of personal data as decided upon by the Customer and /or identified in the Agreement.

With regard to these personal data, the Customer will have the rights and obligations of a data controller as set out in the Data Protection Legislation.

1.2.3. Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

1.2.4. Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

1.2.5. Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

1.2.6. If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

1.2.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:

- dealing with requests from data subjects exercising their data subject rights under the Data Protection Legislation;
- implementing technical and organisational security measures to comply with the Customer's obligation of security of the personal data processing,
- notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
- conducting data protection impact assessments and consult the supervisory authority in such context.

Proximus reserves the right to claim a reasonable compensation for this assistance.

1.2.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 1.2 as well as to contribute reasonable demands for audits conducted by the Customer or another independent auditor mandated by the Customer. Advance notice of at least sixty (60) Calendar Days is required, unless applicable Data Protection Law requires earlier audit. In case of an audit,

Customer will bear its own expense and the cost of Proximus' internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of three (3) Business Days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every two (2) year, unless serious reasons for an earlier audit would exist or if a data protection authority would require so. Certifications and existing audit reports will be used to avoid audits. If any audit reveals that Proximus is, or that the Products/Services are, not in compliance with the provisions of this Agreement and/or Data Protection Legislation, the exclusive remedy of the Customer, and the exclusive obligation of Proximus shall be that: (i) the Parties will discuss such finding, and (ii) Proximus shall take, at its own cost, all corrective actions, including any temporary workarounds, it deems necessary to comply with the provisions of this and/or Data Protection Legislation. Proximus may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

1.2.9. The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Agreement without any compensation being due by Proximus. Where Proximus engages another processor under this Article, Proximus shall ensure that the obligations set out in this article 1.2. are imposed on that other processor by way of a written contract.

1.2.10. The Customer instructs Proximus to transfer the personal data in scope of the requested Service to the sub-processors, who can be situated in countries outside EEA, if this is necessary to provide the Customer with the Service. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer.

1.2.11 At the end of the Agreement, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.

1.2.12. If any request of the Customer under this article 1.2 requires Proximus to take additional steps beyond those directly imposed on Proximus by the Data Protection Legislation, the Customer shall reimburse Proximus for any costs incurred by Proximus for taking such additional steps.

1.2.13 Additional information on the data processing can be provided by means of an order form, a CSD (Customer Service Description), Specific Terms and Conditions or a GDPR-annex.