

# Generals terms and conditions for Professional Customers

## 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 ICT n.v. (hereafter referred to as "Proximus ICT") to the professional Customers.

1.1.2. The Agreement consists of the following documents : (i) the Offer (if any), (ii) the Glossary, (iii) these general terms and conditions; (iv) the specific Contractual Service Descriptions (including the service descriptions, the Specific Terms and Conditions of the Service and the Service Level Agreements along with any annexes) and (v) the PROXIMUS ICT Order Form (here after the 'Order Form', including any particular terms and conditions applicable to the Customer). 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 Contractual Service Descriptions, of the General Terms and Conditions and of the Glossary may be consulted at any time on the PROXIMUS ICT website or requested from Proximus.

1.1.4. By ordering and/or using the Service/Product, the Customer explicitly acknowledges having received the documents enumerated in Article 1.1.2 above or having been informed of the existence of said documents, having taken cognizance of them and approving them. As such, the Customer renounces his own general and/or specific terms and conditions, even if it is stated in these that they shall prevail and/or they are attached to the Order Form.

1.1.5. The Customer has the right to issue Order Forms for the benefit of his Affiliates. In that case, the Affiliates shall be bound by the contractual terms and conditions applicable to the Services and/or Products 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.

PROXIMUS ICT 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 ICT reserves the right to refuse an Order Form or request from the Customer the reimbursement of all undue discounts perceived 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 terms and conditions applicable to the Customer;
- the Contractual Service Descriptions with the Specific Terms and Conditions of the Service and the related Service Level Agreements;
- the General Terms and Conditions;
- the Glossary; - the Offer.

## 2. AGREEMENT PROCEDURE

### 2.1. REQUEST BY THE CUSTOMER

2.1.1. By submitting the request for the Products and/or Services the Customer confirms that he has the power and authority required to bind the Customer.

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

a) 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

b) 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;

c) 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 ICT 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 END OF THE AGREEMENT

2.2.1. Unless otherwise stipulated, the Agreement shall take effect on the day that PROXIMUS ICT accepts Customer's order.

PROXIMUS ICT 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 ICT ;
- in case of proven fraud or serious doubt regarding the Customer's identity or solvency;
- the Customer refuses to comply with PROXIMUS ICT 's first request to pay a down payment or provide an unconditional bank guarantee;
- for technical reasons (e.g Customer's infrastructure or the PROXIMUS ICT network do not support the provision of the Service).

2.2.2. Unless stated otherwise in the Contractual Service Description(s) or the corresponding Order Form(s), the initial Agreement term shall be one (1) year (the Initial Term).

2.2.3. The Initial Term takes effect on the day after the date on which the Products and/or Services are made available to the Customer (the Initial Date). Should this date be postponed by more than five (5) working days for reasons attributable to the Customer, PROXIMUS ICT reserves the right to bill for all Products and/or Services that were already provided to the Customer on the Initial Date.

2.2.4. At the end of the Initial Term, the Agreement will be tacitly renewed for successive one-year periods. Should one Party not wish to extend the Agreement, it must notify the other in writing at least three (3) months before the end of the Initial Term or the current extension.

2.2.5. Either party may suspend the performance of its obligations if the other fails to comply with its Contractual obligations and this situation is not rectified within fifteen (15) calendar days of notice of default being served by the party not at fault. Performance will resume once the defaulting Party has complied with its obligations. PROXIMUS ICT reserves the right to also bill for Service reactivation charges.

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 obligations under the Agreement or (insofar as remedy is possible) fails to rectify this within thirty (30) days of the written notice referred to in the previous article.

2.2.7. 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.

2.2.8. In case the Customer terminates the Agreement prematurely, the Customer shall pay all amounts due for the remainder of the Initial Term or the current Agreement extension, without prejudice to the reimbursement of any discount that the Customer may

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have unduly benefitted from. 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.

2.2.9. In case the Agreement is terminated due to the Customer failing to comply with his obligations, the amounts referred to in Article 2.2.8 shall apply and may be increased with administrative charges and damages for all loss, damage, costs or expenses sustained by PROXIMUS ICT as a result of the fault of the Customer or his employees, including, but not limited to, reasonable lawyer fees and legal expenses.

2.2.10. Should PROXIMUS ICT decide to end the provision of a certain Product or Service, it must notify the Customer in writing at least six (6) months in advance. Such notification shall contain, at the very least, the full reference of the Product or Service concerned and the date on which the Service or Product is end of life. PROXIMUS ICT will not be liable to pay the Customer any compensation.

2.2.11. Unless stated otherwise, every offer issued by PROXIMUS ICT has a validity period limited to thirty (30) Calendar days.

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

3.1. PROXIMUS ICT reserves the right to amend the General Terms and Conditions, the Glossary, the Contractual Service Description of the Service, and the technical features of the Products and/or Services, even if this affects the price or quality of the Service. PROXIMUS ICT 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 ICT website and/or an enclosure with an invoice shall be deemed to constitute appropriate means.

3.2. Aside from the price adjustment referred to in Article 6.1.2, customers who do not accept changes that are to their disadvantage may cancel the Order Form(s) affected by the changes in question without any compensation for breach of Agreement being due, provided that they inform PROXIMUS ICT in writing within fifteen (15) calendar days of receiving PROXIMUS ICT notification.

3.3. Should any Belgian, European or any other authorities or regulations require PROXIMUS ICT to amend the Agreement, or to refrain from supplying some or all of the Products and/or Services, PROXIMUS ICT 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.

3.4. In case of circumstances beyond the Parties' control occurring after the conclusion of the Agreement and which are likely to result in a major imbalance between the obligations covered by the Agreement, the Parties shall be entitled to request a renegotiation of the Agreement in order to restore the initial balance.

A major imbalance between the obligations of the Parties in the sense of this Article occurs if it is demonstrated that, following a change in the price of raw materials, customs duties, the tariffs of PROXIMUS ICT 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), there is an increase or decrease of at least 10% in relation to the initial price.

Upon failure to reach an agreement within three (3) months of a renegotiation of the Agreement being requested by one of the Parties, and provided that the latter was able to show the aforementioned impact of more than 10%, either Party shall have the right to terminate the Agreement, without compensation being due, subject to giving three (3) months' notice.

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

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

- providing files, documents or other relevant information for the delivery of the Product or Service;
- 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 ICT 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 for technical, administrative and other matters related to the Products and/or Services within the scope of the Agreement.

The Customer acknowledges and accepts that any failure on his part to provide such cooperation, information or adequate access to PROXIMUS ICT for the provisioning of the Products and/or Services may affect this provisioning. Therefore, PROXIMUS ICT declines any liability in case of late delivery of or damage to the Products and/or Services insofar as this is attributable to the Customer or a third party. In addition, PROXIMUS ICT 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 code (password, user name, etc.) provided to him. The Customer shall be solely responsible for all use of these identification elements. The Customer shall notify PROXIMUS ICT immediately in the event of loss, theft or fraudulent use of any of these elements and confirm this by registered letter.

4.4. 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 ICT in relation with the Services and/or the Products and in accordance with the applicable legislation (including telecommunications and data protection rules if applicable) and other third party rights. The Customer shall refrain from making (and not allow third parties) any abusive or fraudulent use of the Products and/or Services. 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. 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.

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 ICT shall not be liable for the malfunctioning of the Service and any possible Service Level Agreement will no longer apply. PROXIMUS ICT 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 ICT 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

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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 users who have access to the Service and/or Product comply with the obligations arising under this Agreement and shall assume liability for this.

4.7. The Customer is responsible for, and shall bear the costs of, obtaining and retaining any license, registration, permit or approval necessary to comply with his obligations under this Agreement. The Customer shall keep the required and appropriate licenses, registrations, permits or authorizations for the term of the Agreement, including any extensions thereof.

4.8. 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.

4.9. 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 ICT staff (employee, consultant or other) with responsibilities related to this Agreement, without PROXIMUS ICT prior written consent. Should the Customer fail to comply with this obligation, he shall pay PROXIMUS ICT damages equal to twelve (12) times the gross monthly salary that the person earned with PROXIMUS ICT in the last full month of his employment, without prejudice to PROXIMUS ICT right to claim further damages. The non-solicitation provisions under this Article do not apply if the PROXIMUS ICT employee spontaneously applied for employment at the Customer, provided that this spontaneous application can be proved.

### 5. PROXIMUS ICT RIGHTS AND OBLIGATIONS

5.1. PROXIMUS ICT is responsible for delivering the Products and/or Services of the Agreement, as agreed in the applicable Order Form and corresponding Contractual Service Descriptions.

5.2. The Service will be provided with reasonable skill and care and in accordance with generally accepted industry standards. PROXIMUS ICT commitments must be qualified as obligations of means (obligation de moyen/ middelverplichting). PROXIMUS ICT will make every reasonable commercial effort to perform the Agreement at the agreed time. Unless stated otherwise, the execution time are given for information purpose only.

5.3. The maintenance or development of the Service may require PROXIMUS ICT to restrict or temporarily suspend the Service. In that case, PROXIMUS ICT 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 ICT 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 ICT will use the information provided by the Customer in good faith and for the sole purpose of performing this Agreement.

5.5. PROXIMUS ICT reserves the right to charge the Customer for efforts spent in handling of Incident when the cause of Incident is imputable to the Customer.

5.6. PROXIMUS ICT reserves the right to take, at any time, on its own initiative 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. Such measures may consist of, inter alia, the activation of protective measures or the suspension of the Customer's access to its Service. In no event shall PROXIMUS ICT be liable to

Customer for any and all consequences that would arise from the implementation of these measures.

### 6. PRICING, PAYMENT AND INVOICING

#### 6.1. PRICING

6.1.1. The prices of the Products and Services indicated in the Offer or 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 ICT 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:

$$P1 = P0 \times (0.2 + 0.8 \times (S1/S0))$$

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 (the national average published by AGORIA) 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 (the national average published by AGORIA) 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 a early termination charge.

#### 6.2. PAYMENT

6.2.1. The amounts due under the terms of this Agreement will be billed 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 bill. The Customer shall bear all the costs linked to the payment of the bill.

6.2.3. The bills 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 right to the Products and/or Services.

6.2.4. PROXIMUS ICT 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 ICT to have serious doubts as to the Customer's solvency, PROXIMUS ICT may bill additional intermediate amounts or demand advance payments, bank guarantees or any other type of financial guarantee. PROXIMUS ICT reserves the right to suspend the Service to the Customer should the latter fail to submit such guarantee within three (3) working days of PROXIMUS ICT request.

6.2.5. Customer is not entitled to set off any amounts payable to PROXIMUS ICT under this Agreement against any possible amounts payable by PROXIMUS ICT to the Customer under this Agreement or or any and all other agreement.

#### 6.3. LATE AND PARTIAL PAYMENT

6.3.1. In case a bill is not paid by the due date, the defaulting Customer or, where applicable, his third-party payer, will receive a reminder from Proximus.

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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 rate. PROXIMUS ICT also reserves the right to claim a penalty from the Customer amounting to 15% of the billing total with a minimum amount of 60 Euro.

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 ICT Service and/or Product; PROXIMUS ICT reserves the right to attribute this payment to any other open invoice.

### 6.4. DISPUTED INVOICES

6.4.1. Any notification of a disputed bill must be received by PROXIMUS ICT within fifteen (15) Calendar days of the billing date. Beyond that deadline, the bill will be deemed to have been irrevocably accepted by the Customer.

6.4.2. 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. Any information that is specifically marked as being confidential in nature ("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.

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 of a competent jurisdiction or a public 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. GENERALITIES

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

8.1.2. The Customer (i) represents and warrants that it complies and undertakes to continue to comply with the national laws implementing the Data Protection Directive (95/46/EC) until 24 May 2018 and (ii) undertakes to comply with the General Data Protection Regulation (2016/679) as of 25 May 2018 and (iii) undertakes to comply with the national laws implementing the Directive on Privacy and Electronic Communications (the legislation referred to under (i), (ii) and (iii) above being jointly referred to as the "Data Protection Legislation").

8.1.3. PROXIMUS ICT 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 role of PROXIMUS ICT (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 article 8.2 for which PROXIMUS ICT is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the PROXIMUS ICT Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

### 8.2. PROXIMUS ICT ACTING AS DATA CONTROLLER

PROXIMUS ICT processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of PROXIMUS ICT products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, PROXIMUS ICT acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the Products and Services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for products and services offered by the PROXIMUS ICT Group, unless the Customer objects to this;
- the improvement and development of PROXIMUS ICT products and services and the network infrastructure.
- the provision of reporting services to third parties based on anonymized data.

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

PROXIMUS ICT may share Customer data with the Affiliates of the PROXIMUS ICT Group in order to conduct information and promotion campaigns for the products and services of the PROXIMUS ICT Group, unless the Customer objects to this.

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

The Customer has the right to access, correct and delete any data that relates to him.

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 ICT can be used by the PROXIMUS ICT Group to inform them of the PROXIMUS ICT Group's products and services, unless the Customer objects to this.

PROXIMUS ICT hereby delegates to the Customer, which agrees, to carry out the following obligations of PROXIMUS ICT 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 ICT under this Agreement. For that purpose, the Customer shall inform the data subjects of the PROXIMUS ICT Privacy Policy and more specifically how employees can exercise their rights regarding their personal data;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 8.2.

### 8.3. PROXIMUS ICT ACTING AS DATA PROCESSOR

8.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to PROXIMUS ICT in connection with its use of the Products/Services and requests PROXIMUS ICT to process personal data on behalf of the Customer (or of the Customer's data controllers) 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

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personal data and PROXIMUS ICT shall act as a data processor regarding these personal data.

8.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 8 are appropriately reflected towards its data controllers it allows to make use of the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 8 shall be deemed to include the respective data controllers of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: its 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 ;
- preferences with regard to direct marketing ;
- invoice and billing data ;
- data related to the usage of the Products/Services under this Agreement ;
- any other type of personal data identified in the Agreement.

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

8.3.3. PROXIMUS ICT shall process or transfer the personal data in accordance with Customer's documented instructions, unless PROXIMUS ICT 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 ICT 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 ICT in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

8.3.4. PROXIMUS ICT 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.

8.3.5. Irrespective of where PROXIMUS ICT receives or holds the personal data, PROXIMUS ICT 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 against all other unlawful forms of processing) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

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

8.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, PROXIMUS ICT 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 ICT reserves the right to claim a reasonable compensation for this assistance.

8.3.8. At the request of the Customer, PROXIMUS ICT shall provide all information necessary to demonstrate compliance with this article 8.3 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 60 (sixty) 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's internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of 3 Business days and will only be allowed during Business Hours without impact on the PROXIMUS ICT business. PROXIMUS ICT and the Customer agree to limit the audits to a strict minimum and with a maximum of once every 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 ICT 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 ICT shall be that: (i) the Parties will discuss such finding, and (ii) PROXIMUS ICT 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 ICT may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

8.3.9. The Customer hereby provides a general written authorisation to PROXIMUS ICT 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 ICT remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. PROXIMUS ICT 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 ICT 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. Where PROXIMUS ICT engages another processor under this Article, PROXIMUS ICT shall ensure that the obligations set out in this article 8.3. are imposed on that other processor by way of a written contract.

8.3.10. PROXIMUS ICT 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 ICT (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. The Customer shall from time to time execute such documents and perform such acts as PROXIMUS ICT may reasonably require to implement any such appropriate safeguards.

8.3.11 At the end of the Agreement, PROXIMUS ICT 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.

8.3.12. If any request of the Customer under this article 8.3 requires PROXIMUS ICT to take additional steps beyond those directly imposed on PROXIMUS ICT by the Data Protection Legislation, the Customer shall reimburse PROXIMUS ICT for any costs incurred by PROXIMUS ICT for taking such additional steps.

8.3.13. The breach of any Data Protection Legislation by PROXIMUS ICT shall be deemed as a Proximus' Fault only if PROXIMUS ICT has acted outside or contrary to lawful instructions of the Customer.

### 9. INTELLECTUAL PROPERTY

9.1. All intellectual property rights to the Products and Services included in the Agreement (including all documents issued by PROXIMUS ICT in the framework of the Agreement) shall be the exclusive property of PROXIMUS ICT 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 other than those explicitly specified in this Agreement. The Customer shall not reproduce, reverse engineer, decompile, disassemble, alter or change the Software or the Products, nor communicate them or make them available to a third party.

9.2. All trademarks, service marks, commercial names, logos or other words or symbols referring to the Products and/or Services or to PROXIMUS ICT business activities in general (hereafter referred to as "the Trademarks") are and shall remain the exclusive property of PROXIMUS ICT or of its Affiliates or suppliers. The Customer shall not commit any act which would pose a threat to these property rights, nor acquire any right to these Trademarks, unless otherwise stipulated in the Agreement. The Customer shall not remove, modify or obscure labels, plaques or other distinctive badges affixed to this Product by PROXIMUS ICT or its suppliers.

### 10. LIMITATION OF LIABILITY

10.1. PROXIMUS ICT can only be held liable in the event of fraud or serious misconduct on its part or on the part of one of its employees. In such a case, PROXIMUS ICT liability shall be limited to repairing only that damage suffered by the Customer that was foreseeable, direct, personal and certain, excluding the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data, loss of agreements, damage to third parties, etc.

10.2. Neither Party is liable for damage resulting from the other Party's failure to meet his obligations.

10.3. PROXIMUS ICT shall not be held liable for the content of information that is transferred or stored by the Customer or any third party using the PROXIMUS ICT Products and/or Services.

10.4. Proximus' liability towards the Customer per event giving rise to liability shall be limited to the total amounts that the Customer paid to PROXIMUS ICT under the Agreement over the six (6) months preceding such event causing damage (excluding the one time fee if any). In addition, Proximus' liability towards the Customer shall, in no event exceed an aggregate amount of EUR 200,000 per calendar year. This limitation does not apply in the event of physical injury or death caused by Proximus.

#### 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 right linked to the performance of the Agreement, the Customer shall inform PROXIMUS ICT immediately and enable PROXIMUS ICT to defend itself at its own expense. PROXIMUS ICT 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 ICT has sole control of the proceedings and that the Customer cooperates fully and does not undertake actions which might be detrimental to PROXIMUS ICT 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 rights, PROXIMUS ICT 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 ICT 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, the

Proximus' liability is limited to the amounts defined in the section 10.4.

10.5.3. The abovementioned provision shall not apply to infringements attributable to changes made to the Products and/or Services by persons other than Proximus, nor to infringements resulting from the use of the Products and/or Services in conjunction with other intellectual property, Software or Hardware.

10.5.4. The remedies specified in this section shall constitute the Customer's sole remedies from PROXIMUS ICT with respect to claims related to intellectual rights. The remedies provided under this section shall only apply, on pain of forfeiture, if the Customer has informed PROXIMUS ICT 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 ICT 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 ICT 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 2000). From then on, the Customer will be liable for all risks of the Product. PROXIMUS ICT will make every reasonable commercial effort 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 ICT shall be entitled to charge for the price and any expenses linked to this failure to take delivery.

11.3. Unless the Customer sends a written objection to PROXIMUS ICT within five (5) working days (all days except Saturdays, Sundays and Belgian public holidays) of 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 ICT 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 ICT reserves the right to request the proof the Product is still under warranty period.

11.5. Without prejudice to PROXIMUS ICT duty of information, the choice of Products, the analysis of their technical characteristics and their compatibility with the Customer's environment, and their configuration, 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 ICT for guidance.

### 12. RENTAL OF PRODUCTS

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

## Generals terms and conditions for Professional Customers

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 goods belonging to PROXIMUS ICT and/or its Affiliates and/or suppliers which are in his possession or under his control, or for any damage caused by these goods (except where any such loss or damage is entirely attributable to an act or omission by Proximus).

12.5. The Customer shall notify PROXIMUS ICT immediately of any problems relating to the Product.

12.6. If the Product is installed in a room that is not the Customer's property, the Customer shall notify the owner by registered letter of PROXIMUS ICT property right 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 ICT immediately to enable the latter to safeguard its rights.

12.8. At the end of the Agreement, regardless of the reason for it ending, the Customer shall return the Product to PROXIMUS ICT in good condition and at his expense, within the time frame agreed between the Parties. If the Customer fails to do so, Proximus, at its own discretion, will invoice the Customer for the residual value of the Product or will have the right to enter the premises during working hours to retrieve the Product. If the removal of the Product takes place under normal conditions, PROXIMUS ICT 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.

### 13. CONFIGURATION AND INSTALLATION

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

13.2. In case of installation at a Site designed by the Customer, the Customer shall provide a suitable place for the installation, use and maintenance of the equipment. In accordance with the recommendations of the Belgian Electrotechnical Committee (Comité électrotechnique belge/Belgisch Elektrotechnisch Comité), the Customer shall provide any electrical connections and/or groundings and connections to the computer material necessary for the proper functioning of the equipment. The Customer shall comply with the requirements mentioned by Proximus.

Should the Customer fail to make the necessary preparations for installation by the agreed installation date, PROXIMUS ICT reserves the right to terminate the Agreement or may make these arrangements itself or instruct a third party to do so. In these cases, PROXIMUS ICT shall have the right to recover the total cost from the Customer.

PROXIMUS ICT is not liable for any damage to property that cannot be avoided in performing the work necessary for the installation, alteration or removal of the equipment or provision of technical assistance therefor.

13.3. 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) working days after the completion of the configuration, installation or execution of the agreed tests, unless the Client has provided within this five (5) working day period written notice to PROXIMUS ICT 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.

### 14. SOFTWARE

14.1. When PROXIMUS ICT provides the Customer with Software, the Software is licensed by PROXIMUS ICT or a supplier of PROXIMUS ICT 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 executing the Agreement, installing the Software or using the Service, the Customer and/or the end user as the case may be accepts the relevant End User License Agreement (hereinafter "EULA") linked to the Software if any. Acceptance of this EULA if any creates a binding agreement between the Customer and/ or its end users on the one hand and the Licensor on the other hand.

14.2. The Customer must 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).

14.3. Non-compliance with the EULA shall be deemed a breach of contract committed by the Customer for which PROXIMUS ICT 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.

14.4. In case the Software is licensed by a supplier of Proximus, the Customer acknowledges and accepts that PROXIMUS ICT 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 ICT shall not be held liable for any delays or shortcomings in the provision of its Products/Services whenever these are the result of events or circumstances that are beyond its control, unpredictable or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labor conflicts (including those involving its 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.

15.2. If it invokes such Force Majeure, PROXIMUS ICT shall have the right to suspend or limit delivery of the Products/the Services in order to protect the operating environment, without the Customer being entitled to claim any damages whatsoever.

15.3. If invoking such Force Majeure, PROXIMUS ICT shall make every reasonable effort to strictly limit the duration thereof.

15.4. Should these events or circumstances of Force Majeure 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. Should one or more provisions of the Agreement be found to be invalid, unlawful or unenforceable, such provisions shall be construed in a manner consistent with applicable law to reflect as nearly as possible the original intentions of the Parties, and the remaining portion of such provisions shall remain in effect.

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 ICT 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 ICT shall be entitled to use the Agreement as a reference for its commercial activities.

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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. PROXIMUS ICT has the right to transfer all or some of its rights and obligations under the Agreement to a third party, without the Customer's consent. The Customer may only transfer his rights and obligations under the Agreement when PROXIMUS ICT has given its specific written agreement beforehand.

16.7. This Agreement is governed by Belgian law. 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 (Boulevard Bischoffsheim 29-35, 1000 Brussels, tel.: 02/223.06.06, fax: 02/219.77.88, [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be), [www.mediateurtelecom.be](http://www.mediateurtelecom.be)), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.