

Definitions

Office hours: Monday to Friday from 8:00 a.m. to 4:30 p.m.

Article 1 - General

1.1. These General Terms and Conditions establish the rights and obligations of Proximus public limited company of Belgian public law, hereafter referred to as "Proximus" and its customers with respect to the maintenance of a telephone exchange, including all accessories, options and applications, purchased from Proximus and installed by Proximus or its subcontractor (hereinafter referred to as "telephone exchange" or "exchange").

These General Terms and Conditions shall take precedence over any general terms and conditions established by the Customer.

1.2. The maintenance contract supplemented by these General Terms and Conditions shall constitute the full agreement (hereafter referred to as the "Contract") between the Customer and Proximus with respect to maintenance of the Customer's telephone exchange performed by Proximus or its subcontractor.

1.3. Proximus reserves the right to amend the Contract and the service, even if this affects the price or quality of the service. Proximus shall notify the Customer in writing of such amendments at least thirty (30) calendar days before their entry into effect. Customers who do not accept a change that is to their disadvantage may, except in cases stipulated by law, terminate their Contract by no later than fifteen (15) calendar days following the notification of the changes without having to pay an early termination fee.

The yearly indexation as set out in article 5.4. shall not give the Customer any right to terminate the Contract without an early termination fee.

Article 2 - Conclusion, effective date and term of the contract

2.1. Customers that have purchased a telephone exchange from Proximus may at any time conclude a maintenance contract with Proximus. The Customer shall be the sole owner of the telephone exchange. If this is not the case, the Customer must prove that he/she has been authorized by the owner or co-owner(s) to sign the contract.

2.2. If the Customer requests a maintenance contract after installation of the telephone exchange, acceptance of this request shall be subject to a prior technical examination of the telephone exchange, at the customer's expense and billed at the rates then in effect.

2.3. The contract shall take effect on the day on which it is signed and is concluded for a fixed duration (being the agreed number of years) as indicated in the order form and/or on the bills.

2.4. The contract shall be tacitly renewed for successive periods of one year, insofar as notice of termination is not served by either party by registered letter at least 3 (three) months before the lapse of the initial term laid down in Article 2.3.

2.5. A transfer of location of a telephone exchange shall have no impact on the term of the agreement.

Article 3 - Maintenance service

3.1. The maintenance service covered by this contract shall consist of the diagnosis, localization and repair of the disruption, the replacement of any faulty elements of the installation and the update of software, provided that the disruption occurs during normal use and that the Customer has acted with due diligence. The updating of software shall not include: new software versions with added features (e.g., support of an additional protocol) or new functions.

3.2. The services shall relate solely to the telephone exchange (the equipment) described in the contract and shall cover:

- the central unit;

- equipment that comes with the telephone exchange;
- applications defined as telephone exchange applications.

The following shall therefore not be part of the telephone exchange:

- cordless telephones;
- analog devices;
- fax machines;
- modems not used in a telephone exchange application;
- telephone answering machines.

3.3. The following shall be explicitly excluded from the maintenance services referred to in Article 3.1: preventative maintenance, including the following:

- repair and/or renewal of equipment that has become defective as a result of external causes, such as: vibrations, excessive humidity, deficiencies or disruptions of the power supply, telecommunication network or other equipment not covered by the maintenance contract, chemical vapors, waves and radiation, improper handling, strikes, industrial conflict, fire and related risks, storms, lightning, theft, force majeure, acts of terrorism and attacks, water damage, floods, natural disasters, hail, pressure from snow or ice, broken glass;
- work involving the replacement of supplies such as: paper, ink, ribbon, magnetic media (tapes, diskettes, etc.), optical media (drives, CDs, etc.), batteries and accumulators;
- services that must be performed, at the Customer's request, outside office hours;
- services related to initial inspection and, if necessary, reactivation in the event that the Customer takes over an existing telephone exchange or where a telephone exchange has been changed by a third party who is not approved by Proximus;
- services relating to a change or update of a telephone exchange that are made necessary by a public network operator or service provider or services imposed by the BIPT (Belgian Institute of Postal Services and Telecommunications) and/or national and/or European public authorities;
- services relating to the change or update of a telephone exchange due to external causes for which the manufacturer and/or Proximus or its subcontractor cannot be held liable.
- services relating to changes and/or improvements to the quality of the installation, for any reason whatsoever, e.g., power supply storage and transfer volumes, quality of the cabling;
- services performed by Proximus or its subcontractor as a result of a change made by the Customer or third party who is not approved by Proximus;
- services relating to diagnostic tests to identify defects originating from or caused by equipment, applications and/or networks installed and managed by third parties;
- repair and replacement of loose parts (cords, wires, plugs, antennas, etc.);
- provision of cleaning products;
- reconfiguration undertaken at the request of the Customer within a month of installation.

3.4. Unless otherwise agreed with the customer, Proximus or its subcontractor shall begin maintenance no later than the working day following that on which they are informed of the service disruption by the Customer or his/her representative. The telephone numbers of these competent technical departments are listed in the telephone directory information pages. Proximus shall also provide these numbers to the Customer on request.

3.5. Proximus shall make every endeavor to ensure that the repair and/or replacement are carried out as quickly as possible. Proximus and its subcontractor shall have sole discretion as to the technical means used for the maintenance work.

3.6. The services covered by the maintenance contract shall be performed by Proximus or its subcontractor on site or remotely from the premises of Proximus or its subcontractor during office hours.

Proximus or its subcontractor will only carry out repair work after office hours upon request at the rates and under the conditions then in effect.

The Customer may ask for a quote for any services he/she wants to be performed outside the office hours.

3.7. The Customer shall guarantee access to the telephone exchange at all times to Proximus and/or its subcontractor.

The Customer shall make all due means available to Proximus and/or its subcontractor to enable them to access all the parts of the telephone exchange.

3.8. If the remote intervention wasn't possible due to the customer, call out charges for the "on site" intervention will be billed.

3.9. Proximus shall not be liable for any delay or shortcomings in providing the service insofar as these are attributable to facts or circumstances that are beyond its control, unforeseen and could not be avoided, such as acts of war, riots, disturbances, civil unrest, actions on the part of civil or military authorities, embargoes, strikes or industrial conflicts (including those involving its employees), lock-outs, floods, prolonged frost, fires or storms, any breach of contract by a supplier and any stock shortages experienced by a Proximus supplier.

3.10. The Customer shall be responsible for management and administration of data applications at user and administrator levels and shall provide Proximus with the necessary information about any data application adjustments that may have caused a service disruption.

Article 4 - Changes to the telephone exchange

4.1. Any change to or extension of the telephone exchange will result in a change in maintenance charges that shall be set out in a new contract.

4.2. Any changes to the telephone exchange shall, without exception, be carried out by Proximus or its subcontractor.

4.3. A "change" to the telephone exchange shall mean:

- any extension or reduction of its capacity;
- any change in location or relocation;
- any replacement or adjustment, in part or in full, of any kind whatsoever.

Article 5 – Maintenance charges, billing and payment

5.1. The subscription fees for the maintenance (the "maintenance charges") shall cover only those services specified in Article 3.1.

5.2. These maintenance charges shall not cover preventive maintenance or the costs related to the services mentioned in Article 3.3.

The following charges, levies and costs shall likewise not be included in the maintenance charges:

- any charges that may be owed to public network operators and/or the BIPT or any other public institutions;
- charges relating to the use of electric power;
- levies of any type whatsoever;
- carriage costs for equipment sent to Proximus or its subcontractor for repair;
- costs resulting from damage or loss due to the transport of small equipment delivered to Proximus or its subcontractor by the Customer.

5.3. The initial amount of the maintenance charge shall be indicated in the maintenance contract.

5.4. Proximus reserves the right to adjust the maintenance charges on 1 January of every year, in accordance with the salary indexation and following price adjustment formula:..

$$P_n = P_o * (0,8 * (S_n/S_o) + 0,2)$$

where:

P_o = initial maintenance charges

P_n = adjusted maintenance charges

S_o = salaries + social security contributions (manpower costs) on which the maintenance charge for entitlement to the repair service is based)

S_n = salaries + social security contributions (manpower costs) applicable at the time of the adjustment.

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

5.5. The maintenance charge will be billed every month or every two months (at the option of the customer). The charge shall be payable in advance.

When a new telephone exchange is installed by Proximus or its subcontractor, a fifty percent (50%) discount is granted on the maintenance charges of the exchange for the first twelve consecutive months after the date on which the new telephone exchange is activated.

5.6. The costs, charges and taxes that are indicated or referred to in Article 5.2. and any costs that may be incurred by Proximus or by its subcontractor, as well as any call-out charge not covered by the contract, will be indicated on a separate bill, based on the usual rates and conditions applicable at the time these costs, charges and taxes are incurred or when the travel takes place.

5.7. The designation of a third-party payer shall not exempt the Customer from the obligation to pay if the third-party payer fails to do so.

5.8. In the event of late payment by the Customer of amounts due, Proximus shall ipso jure and without prior notice, be entitled to interest in arrears calculated at the legal rate plus 5%, with a minimum of 12%.

Article 6 - Liability

6.1. The services provided under this contract shall not constitute a guarantee that the installation will operate without disruption.

6.2. In general, Proximus shall not be liable unless in case of gross misconduct or deceit by Proximus or one of its employees.

Moreover the customer recognizes and accepts that Proximus doesn't assume any responsibility for immaterial damages as well as damages such as loss of earnings, profit, business, interruption of activity, loss or damage of data.

Without prejudice to the imperative legal dispositions, in all cases in which Proximus eventually might be held liable, its liability shall be limited to a fifty thousand euro (EUR 50,000) per incident with a total amount of one hundred thousand euros (EUR 100,000) in any one year.

6.3. No guarantee can be provided as to the quality of the connections and/or service if the Customer connects, directly or indirectly, to an operator or service provider via interfaces and/or signaling, even where these comply with the standards at national or European level. Proximus shall not be liable for any lack of and/or deterioration of service quality, nor for any financial loss or loss of profit resulting from inappropriate routing.

6.4. If the telephone exchange uses the Customer's network and/or cabling, the latter shall be responsible for the quality and capacity required for the telephone exchange to function smoothly.

6.5. The customer is responsible for facilitating the implementation of work to be performed and in particular creates a suitable environment for performing of the work on site and makes suitable personnel available free of charge.

6.6. The customer shall be responsible for the accuracy, completeness and reliability of the information and documentation made available by him to Proximus, even if these originate from third parties.

Article 7 - Termination

7.1. If the Customer terminates the contract by registered letter during the initial term or if Proximus terminates the contract under Article 7.2., Proximus shall have the right ipso jure to claim compensation for premature termination of the contract. This shall take the form of a flat rate indemnity, irrevocably set at a hundred (100) percent of the maintenance charges payable until the normal expiry date for the contract.

This compensation shall not be payable where the Customer terminates the contract by virtue of Article 1.3. of these General Terms and Conditions.

7.2. In the event of the failure by one of the parties to comply with its obligations, the other shall automatically have the right to terminate the contract. Termination shall only take effect if the party at fault fails to rectify the situation within fifteen (15) calendar days of being served notice by registered letter.

7.3. The contract is terminated ipso jure in the event of the suspension of payments, insolvency, bankruptcy or liquidation of one of the parties.

7.4. Without prejudice to the above, the contract shall terminate ipso jure when the telephone exchange is definitively removed from service.

7.5. When this Agreement comes to an end, irrespective of the reasons therefore, the Customer shall no longer be entitled to use the software and documentation and shall return any such items in his/her possession to Proximus.

Article 8 - Assignment

8.1. The Customer shall not assign the contract to a third party without the prior written consent of Proximus.

8.2. Proximus may assign the contract to a third party subject to prior notification of the Customer.

8.3. If the Customer is prevented, by a court ruling, from obtaining access to and/or residence at the address where the telephone exchange is located, he/she hereby acknowledges Proximus right, at the request of the person who legally occupies that location, to automatically assign the contract to that person.

8.4. In the event of the death of the Customer, the contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.

8.5. The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations arising from the contract.

Article 9 - Complaints to Proximus

In the event of difficulties with respect to implementation of the contract, the Customer shall contact the local Proximus service.

Article 10 – Complaints to the Ombudsman

10.1. The customer may contact the Telecommunications Ombudsman's Service, an arbitration service completely independent of Proximus that handles customer complaints relating to Proximus activities.

10.2. The address and telephone number of the Ombudsman's Service are listed in the telephone directory information pages. Proximus shall also communicate these details to customers on request.

10.3. Complaints are only admissible if submitted in writing. Customers may however telephone the Ombudsman's Service to ascertain the status of any complaint filed.

10.4. A complaint is only admissible if the Customer can show that

he/she first took the necessary steps via Proximus.

10.5. The Telecommunications Ombudsman's Service is under no obligation to handle complaints relating to facts that took place more than one year prior to the submission of the complaint.

10.6. The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

Article 11 - Applicable law and competent courts

11.1. The courts of Brussels shall have sole jurisdiction for claims or disputes relating to the interpretation or enforcement of the contract.

The provisions of these General Terms and Conditions shall be governed by Belgian law.

Article 12 – Protection of personal data

12.1. GENERALITIES

12.1.1. The data protection related concepts used in this article 12 shall have the meaning given to them in the Data Protection Legislation.

12.1.2. 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").

12.1.3. 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).

12.1.4. 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 article 12.2 for which Proximus is data controller, 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.

12.2. PROXIMUS ACTING AS DATA CONTROLLER

Proximus 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 products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus 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 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 Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services and the network infrastructure.

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

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

In the cases stipulated by law, Proximus 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.

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's 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 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 12.2.

12.3. PROXIMUS ACTING AS DATA PROCESSOR

12.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus in connection with its use of the Products/Services and requests Proximus 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 personal data and Proximus shall act as a data processor regarding these personal data.

12.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 12 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 12 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.

12.3.3. 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.

12.3.4. 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.

12.3.5. 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 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.

12.3.6. 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.

12.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus 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.

12.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 12.3 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 business. Proximus 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 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.

12.3.9. 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. Where Proximus engages another processor under this Article, Proximus shall ensure that the obligations set out in this article 12.3. are imposed on that other processor by way of a written contract.

12.3.10. 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. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

12.3.11 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.

12.3.12. If any request of the Customer under this article 12.3 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.

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