



Proximus Fixed Line Services

General Terms and Conditions Optical Networking Services

Definitions

Activation date shall mean the date on which the service is activated by Proximus.

Agreement: the Order Form(s) as approved by Proximus, these General Terms and Conditions as well as the appendixes listed below constitute the full agreement between the Customer and Proximus.

- Appendix: **Description of the Service**, the options selected and the rate conditions;
- Appendix: **Service Level Agreement (SLA)**

PROXIMUS shall mean "société anonyme" under public law, with registered office and operational address in Belgium, 1030 Brussels, Boulevard du Roi Albert II 27, VAT number BE 202 239 951, Brussels Register of Legal Entities.

Optical Networking Service (ONS) shall mean the connectivity service described in Service Description and hereafter referred to as the "Service".

ONS Infrastructure shall mean the necessary infrastructure (i.e. cables, ducts, electrical and physical environment, space required for the Proximus equipment) to deliver the Service, either on public domain or on the Sites.

Charges shall mean both the one-time charges (non-recurring charges, "NRC") to be paid when the Service has been provisioned and the monthly recurring charges ("MRC") for the use of the Service (as defined in the Service Description).

Circuit shall mean the logical connection between the demarcation point of Site A and the demarcation point of Site B, and allowing the transmission of one Signal only.

Codification Number shall mean the unique reference used to identify a Circuit.

Customer Terminating Equipment (CTE) shall mean the equipment that belongs to the Customer and interconnects to the NTE. The CTE supplies the Signal(s) to the NTE.

Network Terminating Equipment (NTE) shall mean the equipment that belongs to Proximus and is installed in the Sites in order to deliver the Service.

Order Form shall mean the document detailing the Customer's requirements and signed by him or its representative. The Order Form shall be deemed to incorporate the terms and conditions of these General Terms and Conditions together with its Appendixes.

Service Disruption shall mean a material defect, fault or impairment in the Service which causes an interruption in provision of that Service, or anything that gives rise to a request for assistance.

Signal shall mean a signal that is transmitted at a specified speed between the Sites, as defined in the Service Description.

Sites shall mean the sites indicated by the Customer in the Order Form, including the entire adjacent private domain.

Specific Terms and Conditions may depart from the General Terms and Conditions.

Working Day (WD) shall mean all usual working day except Saturdays, Sundays and national public holidays.

Scope

The Agreement lays down the terms and conditions under which Proximus shall provide the ONS Service, and the terms and conditions under which the Customer shall accept such Service.

In the event of any conflict between these General Terms and Conditions and its Appendixes, the latter shall prevail except if otherwise explicitly stated.

Entry into Force and Term

Unless otherwise specified in writing, the Agreement shall enter into force on the date of Proximus's written acceptance of the Order Form.

The Agreement shall remain in force until the last Order Form expires or is terminated.

The Service shall be made available to the Customer for a term specified in the Order Form, starting on the Activation Date. At the end of this period, insofar as a notice of termination is not served by either Party in writing by registered letter at least three (3) months before the lapse of the contractual term, the Order Form(s) shall be subject to tacit yearly renewals.

Proximus's Rights and Obligations

The Service is described in Service Description of the Agreement. Proximus shall take the necessary means to ensure the proper functioning of the Service.

The optical/wireless infrastructure and the Network Terminating Equipment shall be the property of Proximus. Proximus alone shall be authorized to carry out any repair and maintenance work for the Service.

Proximus shall take the necessary steps to make the Service available in accordance with the procedure and timeframe set out in SLA description.

Proximus shall repair any Service Disruption of which it is aware in accordance with the procedure and timeframe set out in the SLA description.

Proximus may restrict or suspend the operations for the Service for the purposes of infrastructure maintenance and development. In such a case, Proximus shall limit this period to the time that is strictly necessary to carry out this work and shall inform each Customer affected, in accordance with the procedure and timeframe set out in SLA description.

Customer's Rights and Obligations

The Customer shall provide access for Proximus's technicians and equipment to the Sites (or room) where the Service must be provided. This access must be given each time equipment or maintenance services must be provided. If necessary, the Customer shall discuss this access with the owner of the Sites (or the room) in question. The Customer shall also guarantee that the Sites meet the various regulatory requirements regarding security (for Proximus personnel and equipment) throughout the entire duration of the Agreement.

The Customer shall comply with the Customer's Sites installation requirements (as described in the Service Description), particularly the following:

- a. space and volume: the Customer shall provide the space (in width and height) necessary for Proximus to install the equipment required to provide the Service;
- b. electric connection: the Customer shall supply at its own cost and liability the electricity required to install and maintain the Service. He shall also provide the necessary equipment, particularly a clearly identifiable circuit breaker that can be easily accessed by Proximus.
- c. environmental conditions (temperature, humidity, dust, ventilation, electromagnetic compliance, etc.): these may not hinder the proper functioning of Proximus's equipment.
Proximus declines all liability should the Service fail to function properly as a result of any failure(s) of the Customer to meet the Proximus's requirement(s).

The Customer shall ensure that any of its sub-contractors managing any part of the Customer's network cooperate with Proximus. Proximus shall not be liable for any problems whatsoever attributable to third-party involvement.

Only CTE that complies with all the applicable laws and with the Service Description can be directly connected to the demarcation point. Any CTE that does not comply with these conditions or whose improper functioning causes a Service Disruption or affects the security of the Service must be disconnected from the NTE as soon as the Customer realizes this or as soon as Proximus notifies him of this by registered letter. If the Customer fails to comply with this measure, Proximus may suspend the Circuit(s) concerned, in accordance with Article O of these General Terms and Conditions. Any costs incurred by Proximus as a result of an infringement of this provision shall be borne by the Customer.

The Customer shall be responsible for ensuring the integrity of any equipment installed by Proximus on the Sites.

The Customer shall report any Service Disruption to the toll-free number indicated on its bill as soon as possible. Before reporting a Service Disruption to Proximus, the Customer shall ensure, whenever possible, that the fault does not derive from its equipment.

Proximus may charge (135,11 EUR per intervention) the Customer for any intervention on the Sites resulting from a Service Disruption not attributable to the equipment supplied by Proximus or in the event of improper use by the Customer of any equipment supplied by Proximus.

Changes

The Customer can request a change to its ONS (i.e., a change of Signal to be carried over), a change of the technical characteristics of the Service (i.e., an upgrade from ONS to ONS Growth) or the move of its line (i.e., the move of one end-Site of the Circuit(s) without changing the technical characteristics of the Circuit). In this case, the Order Form that was originally concluded will be replaced by a new one. Any increase or decrease in the Charges resulting from a change or a move requested by the Customer shall take effect on the date this change or move has been made available to the Customer.

In case of a change request, the original Circuit and the new Circuit will operate parallel to each other during a period of maximum five (5) Working Days, in order to enable the Customer to migrate its applications.

Any change or move is automatically considered as a request for a new Circuit and a request for the cancellation of the existing Circuit.

Notwithstanding any provision to the contrary in the Agreement, Proximus does not guarantee uninterrupted service during the change or move of any Circuit.

Payment and Billing

The Charges are defined in the Service Description. This rate structure includes the non-recurring Charges (NRC) and the monthly recurring Charges (MRC).

The non-recurring Charges cover:

- a. the travel costs of Proximus employees;
- b. the installation of the NTE (as described in the Service Description) on the Site;
- c. the eventual cost related to the implementation of the ONS Infrastructure.

The monthly recurring Charges cover:

- a. the installation and maintenance of the ONS Infrastructure and equipment provided by Proximus to the Customer and that are necessary for the delivery of the Service;
- b. the repair of Service Disruptions in accordance with the procedure and timeframe set out in SLA description;
- c. the right to use the Service

The following is billed to the Customer separately:

- a. all the costs including administrative costs, arising from the work inside the Sites that are not explicitly referred to in Articles O and Q;
- b. the cost of additional work carried out at the Customer's request and/or that is not generally part of the Service. If this cost exceeds 1000,00 EUR per site, Proximus will draw up a quote of the work to be carried out and submit it to the Customer for prior approval.

Bills shall be sent to the Customer on a monthly basis, at the end of each month of Service.

The Customer may receive the bill by e-mail, subject to the terms and conditions laid down in a specific agreement.

Bills shall be paid within thirty (30) calendar days after reception of the bill.

Payments citing the bill references shall be made by bank transfer to the account number specified by Proximus.

If the Customer fails to pay a monthly bill within the specified period, Proximus shall send him a reminder. The reminder shall set a new payment deadline, which shall be ten (10) calendar days from the date the reminder is sent. If two (2) reminders, corresponding to two (2) consecutive late payments, have to be sent, a fixed administrative charge (123,95 EUR) shall be billed.

Any complaint about amounts billed shall reach Proximus within fifteen (15) calendar days of the date of the Bill. Where this is not the case, the bill shall be deemed irrevocable and has been accepted in full.

Interest on arrears calculated at a rate of ten percent (10%) shall become due on expiry of the deadline.

In the case of part payment, any amounts paid shall be first used to offset any interest due. No contractual provisions to the contrary shall be possible.

Proximus's liability

Proximus shall not be liable for the content of any communications or messages transmitted via the Service.

Proximus shall not be liable for any delay or shortcomings in the performance of its services attributable to facts or circumstances beyond its control, unforeseen or unavoidable, such as acts of war, riots, disturbances, civil unrest, the actions of civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving its own employees), flooding, prolonged frost, fires or storms.

Proximus shall only be deemed liable in the event of willful deception or serious negligence on its part or on the part of one of its employees. In such a case, Proximus's liability shall be limited to repairing only that damage sustained by the Customer that was foreseeable, direct, personal or certain, excluding the repair of any indirect or intangible damage such as additional expenses, claims of third parties, loss of income, loss of profits, loss of customers, loss of or damage to data and loss of contracts.

Where Proximus is held to be liable, its liability to the Customer shall be limited to 100.000 EUR per event or series of event involved and to 200.000 EUR for the total damage occurring in the course of a single year.

Suspension and dissolution

If one Party fails to comply with its obligations under the Agreement, the other Party may suspend its obligations if the concerned obligations of the other Party are not complied with within fifteen (15) calendar days of the official notice being sent by registered letter. Performance shall resume once the other Party has complied with its obligations.

Without prejudice to any right to damages and interest, either Party may terminate the Agreement with immediate effect and without any other official notice or without instituting prior legal proceedings, if the other Party seriously violates any of its obligations under this Agreement and has not rectified the situation within thirty (30) days of the official notice referred to in Article O being sent.

The Agreement shall automatically be terminated in the event that one of the parties ceases its activities, is declared bankrupt, is dissolved, goes into liquidation, or undergo a similar procedure. In such an event, any amounts, which that Party has paid to the other, shall become the definitive property of the other Party.

In the event that a Customer asks for a Site to be moved, Proximus shall be unable to guarantee the Service continuity. This will depend on the results of a feasibility study carried out by Proximus. Notwithstanding any provision to the contrary in the Agreement, any such disruption in continuity shall not constitute a valid ground for the Customer to terminate the Agreement to Proximus's detriment.

Early termination

Prior to the Activation Date of a Circuit, the Customer may terminate such Circuit with immediate effect by registered letter. Proximus shall then bill the Customer for all costs it has already incurred in making the Circuit available.

After the Activation Date of the Circuit, the parties may terminate such Circuit at any time, subject to a minimum of three months' notice being served by registered letter.

If the Customer terminates the Circuit during the first year after its Activation Date, it shall be liable for payment of compensation to Proximus of a fixed amount equivalent to the sum of all monthly recurring Charges ("MRC") payable for such Circuit until the end of this first year.

If the Customer terminates the Circuit at any time after the first anniversary of the Activation Date, it shall be liable for payment of compensation to Proximus of a fixed amount equivalent to 50% of the sum of all monthly recurring Charges ("MRC") payable for such Circuit until the end of the initial term, up to a maximum sum equal to the sum of all monthly recurring Charges payable for a six-month term.

Premature termination of the Agreement shall be subject to the same rules as the premature termination of all Circuits.

Return of equipment

If the Agreement is terminated, the Customer shall, on request, return all equipment belonging to Proximus. The Customer shall authorize Proximus to access its Sites during business hours on Working Days to recover the equipment, either in the former's presence or in the presence of a representative. Insofar as the equipment is removed under normal conditions, Proximus shall not be liable for the cost of restoring the Sites to their original state.

Miscellaneous

Confidentiality

Information exchanged in implementing this Agreement and which is indicated as being confidential or which can reasonably be deemed to be confidential, shall be treated confidentially and shall be used solely for compliance with the obligations under the Agreement and only disclosed to third parties (with the exception of any subcontractors involved in the provision of the Service) with the prior written consent of the disclosing Party. This obligation shall not apply to information that is in the public domain or that is lawfully obtained via third party. This duty of confidentiality shall apply for three (3) years after the Agreement comes to an end.

Competent courts and applicable law

The ordinary courts of Belgium shall have sole jurisdiction for the settlement of any dispute related to the interpretation or implementation of the Agreement. The provisions of the Agreement shall be subject to Belgian law.

Entire Agreement

These General Terms and Conditions form an integral part of the Agreement concluded between the parties on this matter. The Agreement together with all attachments thereto, constitutes the entire Agreement between Parties and supersedes all previous oral or written communications, proposals or agreements with reference to the subject matter contained therein. It may not be modified, except by written agreement signed by both Parties.

Waivers

Waiver by one Party of its right to exercise any right conferred on it under this Agreement shall not constitute abandonment of any such right.

Others

This Agreement or any interests or duties of the Customer hereunder may not be assigned in whole or in part (by operation of law or otherwise) by the Customer without the express written consent of Proximus.