

## 1. THE AGREEMENT

1.1. The Service is described in the commercial offer (hereafter referred to as "the Offer").

1.2. The Service is available as an ancillary, non-substantial, free option for customers who have concluded a contract (hereafter referred to as "General Terms and Conditions") with Proximus PLC of Belgian Public Law (hereafter referred to as "Proximus") for certain services, as mentioned in the Offer (hereafter referred to as "Main Service").

These General Terms and Conditions also apply to the Service, more specifically with regard to the use of the Content on the Internet, the dispatch of e-mails, billing, payment, dispute settlement, and the gathering and use of personal data. The terms and conditions relating to the Main

Service can be found on [www.proximus.be](http://www.proximus.be).

1.3. These Specific Terms and Conditions complement the General Terms and Conditions.

1.4. The Service is offered to the Customer by Proximus in accordance with the terms and conditions of Microsoft and the Terms and Conditions for Online Services (hereafter referred to as the Office 365 Use Rights). The Customer recognizes that the Agreement concluded between Proximus and himself is subject to the latest version of the Office 365 Use Rights, available on <http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&DocumentTypeId=31>

1.5. The agreement relating to the Service (hereafter referred to as "the Agreement") consists of the Offer, the General Terms and Conditions, the Specific Terms and

1.6. In the event of a discrepancy between the documents cited above, the following hierarchy shall apply:

- the Office 365 Use Rights;
- the Specific Terms and Conditions;
- the General Terms and Conditions.

## 2. DURATION, TERMINATION AND SUSPENSION OF THE AGREEMENT

2.1. The Agreement enters into effect as soon as the Service is activated and has duration of two years. Thereafter, the Agreement will be tacitly extended for an indefinite term.

2.2. The Customer needs to sign in to MyProximus, where he will receive a username and password to sign in to the Microsoft platform.

2.3. The Customer can terminate the Agreement in writing at any time.

2.4. Proximus can terminate the Agreement subject to complying with a three-month notice period.

2.5. Proximus has the right to suspend or terminate the Agreement if the Customer does not comply with the Agreement.

2.6. The Customer recognizes that the provision of the Service depends on the partnership agreements that exist between Proximus and Microsoft. He accepts that any changes to these agreements may have consequences on the contract he has with Proximus. Where that is the case, Proximus reserves the right to stop the provision of the Service and/or its terms without being liable for any compensation to the Customer.

2.7. Proximus reserves the right to terminate the Agreement if the Customer has not saved any content (hereafter referred to as "Content") in the Service within three months of the activation.

2.8. The Agreement shall end automatically at the latest on the date that the agreement relating to the Main Service ends.

2.9. In case the Service is stopped, the agreement relating to the Main Service shall remain applicable without change.

2.10. The Customer agrees that, when the Agreement is terminated, he shall destroy all documentation and copies of the Software that he

received as part of the Service (including that on all his devices, computer memories and storage equipment).

2.11. The Content, as defined in Article

4.12., will remain available for 30 days after the cessation of the Service, after which it will be destroyed. At the Customer's request, Proximus will inform him how he can recover the Content. The Customer is responsible for reinstalling the Content on his own equipment with his own licenses. However, Proximus reserves the right to bill for this service.

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

3.1. Proximus may change the characteristics of the Service (such as the composition and price) and the Specific Terms and Conditions at any time, as determined in the General Terms and Conditions, but in that case the Customer's right to terminate the contract does not apply to this Main Contract.

## 4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

### Use of the Service

4.1. The Customer shall use the Service in accordance with the Agreement.

4.2. The Customer shall use the Service only in accordance with the applicable laws and regulations.

4.3. The Customer shall ensure that third parties, including End Users, comply with the Agreement. Any breach of this Agreement by End Users shall constitute a breach of contractual obligations on the part of the Customer.

4.4. The Service may be used solely for internal purposes. The Customer is not entitled to lend out, hire out or market the Service, nor grant a sublicense for it or host it with a third party.

4.5. The Customer shall use the Service only on condition that he does not infringe the rights of third parties. The Customer shall, inter alia, have the requisite rights to the data, software and services he uses, in combination with the Service and shall ensure that his activities do not infringe the intellectual rights of other parties.

4.6. The Customer shall use the Service only without subjecting Microsoft to other obligations in respect of any party.

4.7. Except in cases expressly specified in this Agreement, the Customer shall not copy the Service; fully or partially integrate the Service in open sources, use the Service on any unauthorized equipment or products; damage, impair or disable the operation of the Service; modify the Service or create derivative works based on the Service, reverse engineer or decompile, decrypt, disassemble or reduce the Service to human-readable form, except as allowed by law. The Customer shall not alter any proprietary notices or legends contained in or on the Service or disassociate and use components of the Service on two or more computers, at different moments in time. The Customer shall not update or go back to a previous version of the Service components or transfer the Service components separately. The Service shall not be used with applications or in situations in which a service malfunction could lead to death or serious injury of persons or serious physical or environmental damage.

4.8. The Customer shall hold Proximus harmless against any claim resulting from use of the Service which does not comply with Article 4 and shall also pay Proximus any compensation.

### Access to the Service

4.9. The Customer has access to a secure portal.

4.10. The Customer guarantees that only persons authorized to access the secure portal will be granted such access (hereafter referred to as "Authorized End Users").

Access and use rights for Authorized End Users may not be shared, nor may they be reallocated to any new Authorized End User to replace a current Authorized End User.

Proximus cannot verify whether access requests and the use of the portal are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. The Customer shall inform Proximus in writing without delay of any changes to the identification data of the persons authorized to access the secure portal.

4.11. The Customer shall comply with all technical or security standards that Proximus may impose at any time.

#### Content

4.12. The content is the professional data, files, photos, sound, text, inserted hyperlinks, databases, etc. that the Customer places in the cloud environment which is made available to him as part of the Service (hereafter referred to as "the Content").

4.13. The Customer undertakes not to place any Content that could infringe third-party rights (intellectual property, privacy or other rights), or that is immoral or contrary to public order, to any code of conduct or to any law or regulation in force (including, but not limited to, privacy, e-commerce and consumer protection regulations). The Customer also undertakes not to place Content that could cause damage to Proximus' infrastructure or to content placed in the Cloud environment by other customers. He shall guarantee in particular that his Content is virus-free.

4.14. The Customer is solely responsible for his Content.

The Customer shall hold Proximus harmless against any claims, complaints or actions by third parties (including the Customer's own customers or suppliers) with respect to the Customer's Content and its legality, quality and/or accuracy. If necessary, the Customer shall support Proximus in its defense and hold Proximus harmless against any damage caused to it by such claims, complaints or actions (including legal costs, possible compensation, loss of profits, etc.).

4.15. The Content that is protected by intellectual property rights shall remain the property of the Customer (or, if applicable, of the third-party licensor).

4.16. In accordance with the applicable data protection legislation, the customer will act as the controller of the personal data contained in the Content.

The Customer shall ensure that he obtains approval from the Authorized End Users for their personal data to be transferred to Proximus and Microsoft for the performance of the Service, and for their data to be transferred, stored and processed in the United States and any other countries in which Proximus and its subcontractors are established. In case of a complaint from the End Users against Proximus and/or its suppliers, the Customer shall indemnify and hold harmless Proximus and its suppliers.

4.17. Where the Service enables third parties to communicate and collaborate in connection with the Customer's Service and/or Content, the Customer acknowledges and accepts the fact that these third parties can:

- use, copy, distribute, display, publish and modify the Customer's Content;
- publish the name of the Customer and the End User in connection with the Customer's Content;
- enable third parties to do the same.

Proximus cannot be held liable for the behavior of those third parties. The Service makes it possible to restrict the possibilities of third parties. The Customer is required to use this feature in an appropriate manner.

## 5. RIGHTS AND OBLIGATIONS OF PROXIMUS

### User's license

5.1. Provided that the Agreement is complied with and the Service fee is paid, Proximus will grant the Customer, as from when the Service is activated and for the full term of the Agreement, a non-exclusive, temporary, non-transferable license, along with the necessary access to the Service.

In addition, Proximus will provide support with the Service. Customers have access to a FAQ section. If the Customer does not find an answer to his question in the FAQ section, he can reach Proximus through an online contact form.

### Functioning of the Service

5.2. The Service is provided in accordance with the latest version of the End-User documentation that Microsoft has published for the Service, except in case the Service malfunctions as a result of an accident, misuse or misapplication or in case the Service was changed without permission.

If the Customer notifies Proximus that the Service does not function according to this guarantee, Proximus will use commercially reasonable effort to repair or replace the Service at its discretion. The various guarantees laid down in this Agreement exclude, within the limits authorized by law, any other Service-related guarantees. Notwithstanding the foregoing, Proximus does not guarantee that the operation of the Service will be continuous, uninterrupted or error-free, or that the Service meets the Customer's specific business needs.

### Content

5.3. Proximus will make every reasonable effort to protect the Customer's Content against accidental or unlawful destruction

or accidental loss, alteration, unauthorized distribution or access, and all other unlawful forms of processing of the Content. In such cases, the Customer cannot invoke Proximus' duty of confidentiality with respect to the Content.

5.4. The Service is provided within the framework of an obligation as to means. Proximus will make every reasonable effort to enable the Customer to consult and retrieve his Content. Nevertheless, the Customer acknowledges and accepts that Proximus does not offer any guarantee of uninterrupted or error-free service and that a failure is possible, including the loss of all or part of the Customer's data. We recommend, therefore, that the Customer make regular back-ups of the Content and, if necessary, take out an insurance policy in this connection.

5.5. Proximus does not check the Content that the Customer places or requests to have placed in the Service. If, however, Proximus is informed or has grounds to believe that the Content is unlawful or could infringe third-party rights, in particular intellectual property rights, it reserves the right to check the Content and to take the requisite measures, such as immediately suspending the Agreement, taking measures to put a stop to the infringement or notifying the competent authorities, without being liable for compensation to the Customer for this.

5.6. Proximus and its suppliers may carry out any operations deemed necessary for the performance of their tasks, including:

- temporarily or permanently copying the data and/or items concerned and any updates thereof, irrespective of the form or medium (including electronically), as part of the procedure for the transfer thereof by the Customer to the medium on which these can be consulted and/or stored by the user;
- the communication and/or distribution of these data and/or items to the Authorized End Users.

### Liability

5.7. Proximus cannot be held liable for any damage incurred by the Customer or a third party (such as operating losses, loss of data, etc.) attributable to the malfunctioning of the Service following an intentional or unintentional alteration made by the Customer or a third party, or a fraudulent act (attack).

5.8. Proximus' liability towards the Customer shall be limited to the total amount that the Customer has paid Proximus over the three (3) months preceding the cause of the damage in the framework of the Main Service, and shall in no event exceed EUR 5,000 per year. This limitation does not apply in the event of physical injury or death.

In case Proximus is found to be liable for data loss or deterioration, its liability shall be limited to the total amounts that the Customer paid to Proximus in the framework of the Main Service over the two (2) months preceding the cause of the damage and shall, in no event, exceed an

aggregate amount of EUR 5,000 per year. Proximus cannot be held liable if the deterioration or loss of data is due to Proximus applying instructions given by the Customer.

#### **Privacy**

5.9. In addition to the provisions of the General Terms and Conditions, Microsoft will act as a processor, subject to the conditions set out in the Office 365 usage rights for the personal data contained in the Content (hereinafter referred to as "Data").

Proximus (and its subcontractors) will process the Data under the Customer's supervision insofar as this is required for the performance of the Service.

Proximus (and its subcontractors) may access the Data and other Customer Content hosted in the framework of the Service:

- to carry out any interventions required for the performance of its tasks in the framework of the Agreement;
- following a decision by a competent court or public authority;
- to protect the network, equipment, and/or interests of Proximus (and its subcontractors) and/or the public interest.

Access to the Data will be restricted to those persons who require it to deliver the Service to the Customer.

#### **Microsoft**

5.10. The Customer agrees that some of the provisions of this Agreement be formulated in the interest of not only Proximus but also of its licensors and vendors, including Microsoft and its affiliates. The Customer further agrees that each of the foregoing Parties shall be fully entitled in their own right to require the due performance of these provisions. Without prejudice to the foregoing, Microsoft is not a party to the Agreement concluded between Proximus and the Customer. Within the extent authorized by law, Microsoft and its affiliates decline any responsibility vis-à-vis the Customer for any direct, indirect or consequential damage resulting from the sale and use of the Service and the support provided with it.

#### **Agreements with third-party suppliers**

5.11. Proximus shall not be bound by any agreements that the Customer may have concluded with service providers.

#### **Intellectual rights and trademarks**

5.12. All intellectual property rights to the products and/or services that are subject to the Agreement shall remain the exclusive property of Proximus and/or its subsidiaries and/or its suppliers. The Customer cannot claim any right to this intellectual property and shall acquire no other rights than those explicitly specified in the Agreement. The Customer shall not reproduce, decompile, alter or change the Software or the Products, nor disclose or make them available to a third party.

5.13. All trademarks, service marks, commercial names, logos or other words or symbols referring to the Products and/or Services or to Proximus' business activities in general (hereafter referred to as "the Trademarks") are and shall remain the exclusive property of Proximus or of its subsidiaries 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 the labels, tags or other distinctive signs affixed to the Product by Proximus or its suppliers.

#### **6. SUBMISSION OF PROOF**

An Agreement concluded by electronic means shall have the same legal value as an Agreement signed on paper.