



BROTSoLL - Annex 1

General Terms and Conditions

Communicated to the Belgian Institute for Postal services and Telecommunications on 30/07/2020

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General information

This document constitutes an integral part of the Proximus Offer for Terminating Segment of Leased Lines (hereafter referred to as BROTSOLL Services) communicated to the Belgian Institute for Post and Telecom (hereafter BIPT). It includes the General Terms and Conditions applicable to the provision of BROTSOLL Services that encompass the "Partial Circuit" link service, the "Backhaul" link service and the Next Generation Leased Line (NGLL) service. These BROTSOLL Services are provided in conformity with the relevant laws and decrees in effect. The present General Terms and Conditions shall remain applicable until they are replaced by other terms and conditions.

This Offer is made by Proximus PLC under Belgian Public Law, a Belgian autonomous public enterprise organized under the Law of March 21, 1991, with registered office at B-1030 Brussels, 27 Boulevard du Roi Albert II, VAT BE 0202 239 951 Brussels Register of Legal Entities, exercising its activities under the commercial name Proximus, and referred to as "Proximus" in all the documents that are part of the Reference Offer.

A distinction should be made between the following documents:

The Main Body

This document describes the following terms of reference:

- The conditions of delivery of the BROTSOLL Services offered by Proximus.
- The Technical Specifications of the BROTSOLL Services offered by Proximus. For further details on the technical specifications of the NGLL service, reference is made to the Annex "NGLL Technical Specifications".

- The Operational Specifications of the BROTSOLL Services offered by Proximus as well as the description of the tools (Support Systems and online Order Forms) to be used for operational purposes.
- The Service Level Agreements & Guarantees of the BROTSOLL Services offered by Proximus.

The Annex 1 "General Terms and Conditions"

The General Terms and Conditions comprehensively list the rights and obligations of Proximus and the Beneficiary with regard to the provision of the BROTSOLL Services.

The Annex 2 "Pricing and Billing"

The Pricing and Billing Annex indicates the rates for the BROTSOLL Services as well as the billing and payment conditions, excluding the rates for NGLL which are indicated in the Annex "NGLL Pricing". The section Billing in this Annex is also applicable for NGLL.

The Annex 3 "Prepayment Terms and Conditions"

The Annex 4 "NGLL Pricing"

The NGLL Pricing Annex indicates the rates for the NGLL service.

The Annex 5 "NGLL Technical Specifications"

The NGLL Technical Specifications define the technical conditions and the quality standards of the NGLL service.

* * *

The Main Body, the General Terms and Conditions, the Pricing and Billing, the Prepayment Terms and Conditions, the

NGLL Pricing, the NGLL Technical Specifications and, if any, the specific terms and conditions agreed upon by the Parties constitute the BROTSOLL Offer.

* * *

Anyone may examine the Main Body and Annexes of the BROTSOLL Reference Offer as they are published on the Proximus Internet site. Other documents which are referenced in the Main Body or Annexes of the BROTSOLL offer are available on the secured website of Proximus (Personal Page of Proximus Wholesale) and may be consulted further to the signature of a Non-Disclosure Agreement.

A BIPT's decision regarding this offer can be referred by Proximus to the Brussels Market Court that can declare it void, in part or totally. In such a case, except otherwise agreed by the Parties, the Contract shall be adapted in accordance with Proximus' initial offer before its modification by the BIPT.

With a view to the signature of the BROTSOLL Contract, the BROTSOLL Offer can be negotiated by the Parties and does not substitute for the Parties' will.

Except otherwise agreed by the Parties, the BROTSOLL Contract shall be adapted if the BROTSOLL Offer is modified. This adaptation shall be in accordance with this BROTSOLL Offer's modification.

Glossary

The capitalized terms in the present General Terms and Conditions for BROTSOLL Services have the meaning as defined below:

BROTSoLL:

The Proximus Reference Offer for Terminating Segment of Leased Lines as it is submitted to the BIPT.

Terminating Segment of Leased Lines:

All the Services described in the BROTSoLL Reference Offer that are ordered by the Beneficiary.

BROTSoLL Contract:

Any agreement concluded between Proximus and a Beneficiary following the negotiations between Proximus and the Beneficiary on the basis of the General Terms and Conditions, technical, operational, billing, planning and financial conditions for BROTSoLL as described in the BROTSoLL Reference Offer of Proximus. The Contract is concluded as mentioned in the chapter "Contract procedure" of the present General Terms and Conditions.

(Online) Order Form:

The (online) Order Form lists the information requested by Proximus to enable it to provide the ordered BROTSoLL Service. It is signed or validated by the Beneficiary or by his authorized agent.

Party:

Either Proximus or Beneficiary.

Parties:

Collectively, Proximus and Beneficiary.

Request:

The Beneficiary's demand concerning the delivery of a BROTSoLL Service as described in this Reference Offer.

End-User:

User of electronic communication services provided by the Beneficiary, Third Party Beneficiary, or a reseller of these services, and/or Proximus.

Contract procedure

Request by the Beneficiary

1. The Beneficiary must submit his order or Request for a Service in electronic format by completing and signing / validating the appropriate (online) Order Form. The specific terms and conditions for delivering the Services are described hereafter.
 2. The Beneficiary shall consult the General Terms and Conditions and the relevant services descriptions as well as the list of technical requirements. These can be obtained from the Proximus Internet site or by requesting them from the Proximus Account Manager.
 3. Proximus may not refuse to realize the Beneficiary's Request, conform the BROTSoLL Offer, without prejudice to the negotiations between Proximus and the Beneficiary, except on one of the following grounds:
 - a. the Beneficiary or his authorized agent refuses to provide Proximus with official documents to identify himself;
 - b. in an emergency situation (i.e., exceptional cases of force majeure as defined further in the present General Terms and Conditions), for the purpose of ensuring the safe operation of the Proximus network, after all necessary measures taken by Proximus to ensure access to the service are without effect;
 4. In the event of a refusal on one of the grounds listed in article 3 above, Proximus shall notify within 3 working days the Beneficiary of its decision and the grounds for the decision by ordinary mail. A copy will be sent to the BIPT in the same timing.
 5. The Beneficiary may lodge an appeal against this decision by following the procedure provided under the Dispute Resolution Procedure and in accordance with these General Terms and Conditions.
- c. following the Beneficiary's failure to observe obligations arising from the present General Terms and Conditions for the use of the service, subject to the prior consent of the BIPT.
 - d. for the purpose of maintaining Proximus network integrity or the interoperability of the services or for any other technical reasons to be specified and that make the delivery of a BROTSoLL Service impossible.
 - e. the Beneficiary has refused to provide proof of the existence of the unconditional financial guarantee as specified in the provision "Financial Guarantees" hereafter.
 - f. the Beneficiary's Request for access to the BROTSoLL Service is unreasonable on the basis of other grounds than the ones listed hereabove.

Conclusion, entry into force and duration of the Contract

6. The provision of the BROTSoLL Service is subject to the conclusion of a Contract between the Beneficiary and Proximus according to the present General Terms and Conditions and the negotiations between the Parties. The Contract is concluded when Proximus has accepted via electronic way the order submitted by the Beneficiary in accordance with the information requested in the (online) Order Form.
7. Unless otherwise stipulated, the Contract takes effect on the day after the date on which a BROTSoLL Service (as described hereafter) is made available to the Beneficiary. Proximus shall confirm this date to the Beneficiary via electronic way.
8. The BROTSoLL Service is made available to the Beneficiary for an indefinite term unless a defined term was chosen by the Beneficiary for the concerned line. In both cases, the line must remain in force for a minimum one year duration.

Services covered by these General Terms and Conditions

Terminating Segment of Leased Lines

9. The services covered by the present General Terms and Conditions are the BROTSoLL Services provided by Proximus as described in the Main Body document and in the NGLL Technical Specifications of the present offer.

Obligations of the Parties

Obligations of the Beneficiary

10. Beneficiary shall, independently of Proximus, manage all aspects of the relationship with its own End-Users unless otherwise explicitly agreed upon between the Parties. Beneficiary shall therefore be fully responsible for all End-User inquiries, including but not limited to inquiries concerning product information, service, fault reports, technical issues and settlement.
11. Beneficiary shall take all necessary measures to ensure that the use of the BROTSoLL Service by the End-User of a Beneficiary will not cause any disturbance, interruptions or the like to the traffic in the public telecommunications network.
12. Beneficiary shall be liable to Proximus for ensuring that the equipment connected to the BROTSoLL Service by the Beneficiary's End-Users comply with the requirements of the R&TTE Directive or any Directive replacing the latter.
13. Beneficiary shall be liable to Proximus for ensuring that Beneficiary's End-Users do not in any way dispose of, sell, rent out or pledge Proximus equipment and installations. Moreover, Beneficiary shall ensure that Beneficiary's End-Users do not in any way interfere with the Proximus installations. Beneficiary further guarantees that his End-Users will at all times maintain the marking of Proximus equipment or installations indicating that they belong to Proximus.

14. Beneficiary shall furthermore, independently of Proximus, undertake all other customer services towards its own End-Users.
15. Beneficiary shall comply with reasonable instructions issued from time to time by Proximus to ensure secure and proper use of the BROTSoLL Service and of the Proximus network or any other infrastructure used to provide the BROTSoLL Service. In case of unsolved Dispute BIPT will be called for a decision.
16. Beneficiary shall also comply with the Proximus Customer Site Installation Requirements, in particular with regard to the following aspects:
 - a. Space and dimensions: Beneficiary shall ensure that there is sufficient space for Proximus to be able to install the equipment required to be able to provide the BROTSoLL Service;
 - b. Power supply: Beneficiary shall, at its own expense and on its own initiative, be responsible for providing the power supply necessary to launch and operate the BROTSoLL Service. To this end, Beneficiary shall provide an easily visible and easily accessible power switch;
 - c. Ambient conditions (temperature, humidity, dust, etc.): the ambient conditions shall not be such as to prevent proper performance of the Proximus equipment.

The Customer Site Installation Requirements are available from the

Proximus Wholesale Internet Site or from the Beneficiary's Proximus contact person, and shall form an integral part of the Contract.

Proximus shall not be liable for any disruption of the BROTSOLL Service that is attributable to a failure by the Beneficiary to comply with the terms and conditions set out in the Customer Site Installation Requirements.

Obligations of Proximus

17. Proximus shall provide to Beneficiary a BROTSOLL Service according to the Beneficiary's order to be transmitted to Proximus under the terms and conditions set forth in the present General Terms and Conditions and/or any other document of the Contract.
18. Proximus shall use all reasonable endeavours to correct any trouble affecting the quality of the service of Proximus. In this respect in case of urgency and acting in good faith, Proximus shall be entitled to:
 - a. disconnect a BROTSOLL Service immediately and without prior consultation with Beneficiary, provided that Proximus can identify that the use of the BROTSOLL Service has caused a breakdown of networks or services, or if there is imminent risk of such breakdown. Proximus will inform BIPT and Beneficiary about the disconnection, at the latest 24 hours after the disconnection.
 - b. contact the End-Users directly with a view to maintaining or ensuring Proximus' ownership of equipment and installations. Only Proximus may carry out

service works on equipment belonging to Proximus. Proximus shall act in accordance with the general standard of integrity that it has internally developed and enforced. In case of application of this provision, Proximus will immediately inform Beneficiary about the operation before its execution.

19. Proximus will not undertake customer handling of the Beneficiary's End-Users.
20. Proximus shall respect all service levels, timers and other guarantees mentioned in the "Main Body" or otherwise shall conform to the applicable penalties.

Financial Conditions

Billing and Payments

21. In consideration for the BROTSOLL Service provided by Proximus under the Contract, Beneficiary shall pay the charges and fees provided in the BROTSOLL Offer.

Financial Guarantees

General Principle - Pre-payment

22. Notwithstanding anything to the contrary in the Contract, in order to guarantee the payment by the Beneficiary of the prices due for the BROTSOLL Services provided by Proximus that are invoiced on a monthly basis under the Contract, the Beneficiary will provide Proximus with a monthly pre-payment based on the average of the monthly amount due by the

Beneficiary. The amount of the pre-payment shall be based on the average of the invoices issued by Proximus during three (3) months for the BROTSOLL Services ordered in accordance with the Contract. The amount of the pre-payment shall be reviewed every three (3) months. The terms and conditions of this pre-payment are described in Annex "Prepayment Terms and Conditions".

23. In addition, the Beneficiary will provide an additional guarantee equal to two months of pre-payment. Proximus reserves the right to require from the Beneficiary the immediate adaptation of this additional guarantee at any time if and when the amount of the monthly pre-payment increases.

24. Without prejudice to any other legal or contractual remedies and notwithstanding anything to the contrary in the Contract, in the event Beneficiary fails to pay in due time any undisputed amount due under the pre-payment conditions as defined in the present section and in Annex "Prepayment Terms and Conditions", Proximus shall be entitled to execute the following alternatives until full payment is made:

- suspension of any SLA obligations that are not foreseen in the standard SLA;
- refusal in writing of any new order, including Migration Services if any, and excepted for the cease of the BROTSOLL Service;
- suspension of the existing Services in accordance with article 67 hereafter.

Sufficient Creditworthiness

25. This monthly pre-payment will not be required in the following circumstances.
26. The Beneficiary has sufficient creditworthiness as evidenced by either of the following alternatives:
 - The Beneficiary has obtained a "Ba2" rating or above for its debt (Moody's); or
 - The Beneficiary has obtained a rating similar to Moody's "Ba2" rating, provided that (i) such rating is generally accepted by the market as giving similar reliability as Moody's, (ii) such rating is generally reviewed and updated on a regular basis.

Other Financial Guarantees

27. In the event that the Beneficiary would lose the above described creditworthiness at some point in time (either through the loss of "Ba2" credit rating or similar, or upon the occurrence of any default or delay of payment), Beneficiary will have to provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days of Proximus' request thereto.
28. The Beneficiary obtains an irrevocable and unconditional parent corporation guarantee for the debts incurred by the Beneficiary in the application of the Contract, provided that such parent company is issued by a company that has sufficient creditworthiness as defined above. In the event that the Parent Company would lose the above described creditworthiness at some point in time (either through the loss of "Ba2" credit rating or

similar, or upon the occurrence of any default or delay of payment), the Beneficiary will provide Proximus with a pre-payment or with another financial guarantee as described in the present chapter within ten (10) working days of the request of Proximus;

29. The Beneficiary has constituted a Deposit on an escrow account with a reputable bank or financial institution established in the EU. The amount of that deposit will be equal to an estimate of three (3) months of invoices due by the Beneficiary for the Services ordered in accordance with the Contract. Based on the actual evolution of the amounts due for the Services, the Beneficiary and Proximus will have the right to require an adaptation of the amount of the deposit every three (3) months. Upon the request for adaptation of the amount of deposit, necessary steps will be taken to ensure adaptation within ten (10) working days. In case of default by the Beneficiary to pay sums due under the Contract, the sums deposited on the escrow account will accrue to Proximus. The interests accrued on the escrow account will be payable to the Beneficiary. In the event the sums deposited are accrued to Proximus, or if the amount of the deposit is not adapted despite Proximus' request thereto, Beneficiary will provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter within ten (10) working days of the request of Proximus.
30. The Beneficiary has provided Proximus with an irrevocable and unconditional bank guarantee on

first demand issued by a reputable bank or financial institution established in the EU. That bank guarantee will be issued for a minimum period of three (3) years and for an amount equal to an estimate of three (3) months of amounts due by the Beneficiary for the Services ordered in accordance with the Contract. Based on the actual evolution of the amounts due for the Services, Beneficiary and Proximus will have the right to require an adaptation of the amount of the bank guarantee every three (3) months. Upon the request for adaptation of the amount of bank guarantee, necessary steps will be taken to ensure adaptation within ten (10) working days. Upon the expiration of the bank guarantee or after Proximus has called upon the bank guarantee, or if the amount of the bank guarantee is not adapted despite Proximus' request thereto, the Beneficiary shall provide Proximus with a pre-payment or with another financial guarantee as defined in the present chapter, within ten (10) working days of the request of Proximus.

Principles

Retail Pricing & Billing

31. Beneficiary shall be responsible for the setting of the tariffs that Beneficiary will apply to the End-Users to whom Beneficiary will sell telecom services using the BROTSOLL Services and for the billing and invoicing of such End-Users.
32. Except as provided otherwise in the Contract or its Annexes, no deductions or reductions shall be made from the payment of any charges or fees due for the

BROTSoLL Services for any bad or unpaid debts or any unrecoverable claims (including, in particular, claims arising from fraud cases) that Beneficiary may have against End-Users or any other third parties in relation with these Services.

Branding

33. The Parties agree not to offer any service under any brand, including any trademark, trade name or company name, of the other Party unless the use of the brand(s) of the other Party is explicitly provided under the Contract. Such use of the brand will then be strictly limited to the service at stake.
34. Beneficiary shall offer telecom services to End-Users under its own brand, in its own name and for its own account without any use of, or reference to Proximus brands or accountability.
35. Notwithstanding the foregoing, Parties acknowledge that, as provided in the BROTSoLL Offer, the installation of equipment on the site of the relevant End-Users who have subscribed to an offering of Beneficiary will be realized by Proximus personnel or its Sub-Contractors. Both Parties agree that Proximus shall have no obligation to unbrand or rebrand its service technicians or trucks. Proximus will act in accordance with its general standard of integrity that it has internally developed and enforced.
36. In any case, Proximus will not make any publicity or remarks to the detriment of the Beneficiary or its image. Proximus must in all circumstances stay neutral, in accordance with the technical nature of its intervention. Where Proximus makes use of standard

documents vis-à-vis Beneficiary's End-Users, it will submit these for prior approval by BIPT.

End-User Terms and Conditions

37. Beneficiary shall cause the terms and conditions governing Beneficiary's contractual relationships with the End-Users to be compliant with the rules and principles set out in the Contract and its Annexes. Notwithstanding the above, nothing in the present Reference Offer can be construed as creating or evidencing a contractual relationship of any kind between Proximus and Beneficiary's End-Users or as providing to Proximus any right to consult the contracts signed between Beneficiary and its End-Users.
38. Beneficiary shall indemnify Proximus against all losses, claims or liability suffered by Proximus due to the fact that Beneficiary will have failed to incorporate the above-mentioned rules and principles in its terms and conditions.

Coordination between the Parties

Single Points of Contact

39. As soon as possible after signing this Contract, each of the Parties will both appoint an individual as its respective single point of contact ("SPOC") who will act, within the organization of such Party, as the other Party's contact person.
40. The SPOC of either Party will have full authority to act and decide on behalf of the respective Party on all technical and operational matters

regarding the day-to-day management of the performance of the BROTSoLL Contract. All the decisions taken by any working group constituted by the Parties during the performance of this BROTSoLL Contract will need to be expressly and formally validated by the SPOC of either Party to be binding on such Party. This validation (or refusal of validation) has to be given at the latest within three (3) working days. The absence of response in this timeframe will be escalated. Except as otherwise expressly provided by the relevant Party, each Party's SPOC will have no authority to modify the conditions described in the Contract, or to act outside the day-to-day management of the performance of the BROTSoLL Services.

41. Notwithstanding anything to the contrary in the foregoing, each Party will be authorized to replace its SPOC by notice sent to the other Party. Such notice will have immediate effect.

Working group

42. The Parties will be free to set up any other working group in charge of discussing and agreeing on any technical or operational issue as the Parties may deem fit in the performance of the Services.

Liability

General rules

43. Taking into account the nature of the respective activities of the Parties, the risks and potential profits associated with these activities and the consideration

obtained by each Party from the Contract, Parties expressly agree that their respective liability shall be limited as follows.

44. If either Party is held liable to the other Party (including such other Party's employee(s) and contractor(s)) under the Contract, that liability shall be limited to the following:

- if such liability results from any personal injury or death incurred as a direct result of the non-performance of the relevant Party's obligations under the Contract, then such liability shall be only subject to the limitation provided in article 45;
- if such liability results from any conduct attributable to the relevant Party, which is, under Belgian law, characterized as being gross negligence (faute lourde – zware fout) or intentional negligence (dol – bedrog), then such liability shall be subject to no limitation, except as permitted by law;
- if such liability results from any material damage (including any dysfunction of the Proximus Network), other than those referred to above, arising out of or in any way connected with the performance by the relevant Party of the BROTSOLL Services or the breach of such Party's obligations under these Terms and Conditions, then the total amount which can be recovered from such Party for all acts or omissions shall, in no event, exceed an aggregate amount equal to EUR 1,250,000 (one million two hundred fifty thousand euro), subject to the limitation provided in article 45.

45. Neither Party shall be liable for indirect damages (pure and consequential), including without limitation loss of profit, loss of revenue, loss of data, loss of use, loss of savings, loss of goodwill, interruption of business or claim by third parties.

46. Beneficiary will be responsible for, and will indemnify Proximus against, any claim for damages issued by Beneficiary's End-Users in connection with the performance of this Contract, except if the Beneficiary is able to prove that the damage or claim results of a fault of Proximus as regard its obligations described in this Contract.

47. In addition, Beneficiary will indemnify Proximus against any claim or loss related to the illegal use, or the use for illegal purpose of the BROTSOLL Services by Beneficiary, Beneficiary's End-Users or by any person using the BROTSOLL Services.

Force Majeure

48. Neither Party will be liable for any delay or failure to fulfil its obligations under the Contract arising from any event beyond its reasonable control. In particular, Proximus shall not be held liable for any delays or shortcomings in the provision of its BROTSOLL 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 (all such events being hereafter referred to as "Force Majeure").

49. The Party invoking Force Majeure shall as soon as possible send to the other Party a Notice of the Force Majeure. Such Notice shall contain adequate evidence of the occurrence and extent of the Force Majeure, as well as an estimate of the expected duration of the Force Majeure. As soon as practicable after receipt of such Notice, the Parties shall consult with each other in order to find an equitable solution to the problems and difficulties caused by the Force Majeure. Should the events or circumstances of Force Majeure be definitive or continue for more than three (3) months, either Party may lawfully and in writing terminate the Contract without any compensation being due.

50. The Party invoking Force Majeure shall use all reasonable endeavours to minimize the consequences of such Force Majeure as well as the duration thereof, and to ensure, in as far as reasonably possible, the continuity of the services provided under the Contract, and shall perform those of its obligations not affected by a Force Majeure. To the extent that a Party is prevented as a result of Force Majeure from providing one or several of the services or facilities to be provided under the Contract, the other Party shall be released to the equivalent extent from its obligations to make payment for such services or facilities or complying with its obligations in relation thereto. In particular, Proximus shall have the

right to suspend or limit the delivery of the BROTSOLL Services in order to protect the operating environment, without the Beneficiary being entitled to claim any damages whatsoever. For the avoidance of doubt, Proximus shall only be entitled to exercise this right in compliance with its non-discrimination obligation.

51. Upon cessation of the effects of the Force Majeure, the Party initially affected by such Force Majeure shall promptly notify the other Party of such cessation.

Accidents at work and Safety Rules

52. Each Party hereby undertakes to provide insurance cover against accidents at work for its own employees in conformity with the applicable legal requirements. Each Party hereby renounces any possible claim against the other Party, and undertakes to procure that its insurer shall not pursue against the other Party, or against any third party for whose acts or omissions the other Party may be responsible, any claim relating to accidents at work.
53. Each Party shall comply with safety practices and procedures reasonably applicable when entering the premises and installations of the other Party in order to carry out work. Each Party undertakes to ensure that its personnel, while upon the premises and installations of the other Party, will respect any internal rules and codes of conduct therein applicable, provided that such rules and/or codes shall have been made available to them in advance. Without prejudice to the provisions

of the chapter relating to Liability General rules, depending on the situation, each Party shall indemnify and hold harmless the other Party for any and all damage, costs or expenses incurred as a result of any act or omission of a Party's personnel while upon the premises and installations of the other Party.

Operational Matters

Operational Matters and Network Management

54. The BROTSOLL Services provided under the Contract shall be implemented and provided by the Parties in accordance with the technical specifications and the operational rules and procedures set forth in the "Main Body" and the Annex "NGLL Technical Specifications".
55. Both Parties shall cooperate to install and maintain reliable services. Both Parties shall exchange appropriate information as provided in the Offer (including, in particular, but not limited to, maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government and such other information as the Parties shall mutually agree) to achieve this desired reliability.
56. Each Party shall apply sound network management principles by invoking network management controls to ease the operation of their respective systems and to alleviate or to prevent congestion. Each Party shall ensure that the network management controls are

applied in such a way as to ensure that there is no discrimination in favour of that Party's own traffic.

Essential Requirements

57. The Parties shall ensure that the Essential Requirements, as defined and applicable under the regulatory framework, are adequately and sufficiently protected, in as far as the establishment, maintenance and operation of the services offered under the Contract are concerned.
58. It is acknowledged that the Contract and its Annexes and/or Appendixes (in particular, the "Main Body") contain a number of specific principles and rules that have been developed to ensure the protection of the Essential Requirements. Furthermore, the Parties shall consult with each other in order to ensure that the Essential Requirements are protected in an adequate and sufficient manner.
59. It is a condition for the provision by Proximus of a BROTSOLL Service under this Document that Beneficiary's request is not detrimental to the operation of the telecommunications networks and telecommunications services in question or to their integrity or interoperability, and that the protection of service and internal data, network equipment, software and stored data, including personal data, confidential information and privacy can be sustained.
60. The conditions for and restrictions on use applying at any time appear from the "Main Body" and the Annex "NGLL Technical Specifications" of the present Reference Offer. It is acknowledged that Proximus assumes no responsibility for the accuracy of the technical

specifications written by the equipment suppliers. Passing on and copying of these technical specifications, use and communication of their contents are not permitted without written authorization from those suppliers. The suppliers' documents that contain proprietary information will not be disclosed except in accordance with applicable agreements.

61. Proximus shall further be entitled to cause interruptions, disturbances or modifications of Proximus' public network and services to the detriment of the supply of the services under the Contract in connection with measures that are deemed necessary for technical, maintenance and operating reasons taking into account the balance of the interests of both Parties or that are ordered by the regulatory authorities. Proximus shall give in good faith Beneficiary the longest possible notice of interruptions, disturbances and modifications by any means it deems appropriate (e.g. via electronic communication) and state the reason for them.

Amendments and Revisions

62. Except as otherwise provided in the Contract or its Annexes, any agreement departing from the Contract or its Annexes shall only be valid if duly agreed upon in writing by the respective representatives of the Parties.

Termination and Suspension

63. Beneficiary has the right to terminate one or more BROTSOLL Contracts as provided in the BROTSOLL Offer annexed to the Contract. Proximus has the right to terminate one or more BROTSOLL Contracts in order to preserve Proximus network integrity and security.

64. In the event Beneficiary uses or allows the use of Services provided under the Contract in an illegal manner or for illegal purposes (such as for instance but without limitation: spamming, violation of intellectual property rights of third parties), or if Beneficiary by its action or omission causes, or could reasonably be expected to cause a damage to the working or the security of the telecommunication network of Proximus, and Beneficiary fails to take appropriate measures in order to remedy to the situation within a period of fifteen (15) days from the receipt of a Notice of Suspension sent by Proximus, Proximus will have the right to suspend the provision of some BROTSOLL Contracts or of the whole BROTSOLL Service. Notwithstanding the foregoing, Proximus will have the right to suspend BROTSOLL Services prior to sending the above-mentioned Notice in urgent cases where such suspension will be reasonably required under the circumstances. In that case, Proximus will inform the BIPT and the Parties involved about the suspension of the Services at the latest 24 hours after the suspension.

65. If the Beneficiary uses or allows the use of Services provided under the Contract in a manner not corresponding to the technical

specifications set forth in the "Main Body" and the Annex "NGLL Technical Specifications", and Beneficiary fails to take appropriate measures in order to remedy to the situation within a period of fifteen (15) days from the receipt of a Notice sent by Proximus, Proximus reserves the right to suspend all or some of the services.

66. Proximus will have the right to suspend BROTSOLL Services in the event that it is requested to do so by an order of a court or a competent authority. Proximus will inform Beneficiary as soon as possible of the cause of such suspension.
67. Without prejudice to article 24, in the event that Beneficiary fails to pay outstanding invoice (invoice, preinvoice or final invoice) for any amount due under the BROTSOLL Offer, Proximus shall be entitled, after having duly informed the BIPT,
- to suspend all BROTSOLL Services without further notice if the total amount due has not been paid within a period of fifteen (15) days following written Notice;
 - to terminate all BROTSOLL Services without further notice if the default is not cured within a period of 30 days following the same Notice.
68. Article 67 does not apply to amounts duly disputed by the Beneficiary in writing, before the Due Date, including a clear summary of the grounds for the Dispute and the position of the Beneficiary as to this Dispute.
69. In the event that Beneficiary fails to provide, renew, adapt or reconstitute the financial guarantee

as provided in the chapter on Financial Guarantee here above, Proximus shall be entitled, after having duly informed the BIPT,

- to suspend all BROTSOLL Services without further notice if the default is not cured within a period of 15 days following written Notice;
- to terminate all BROTSOLL Services without further notice if the default is not cured within a period of 30 days following the same Notice.

70. In the event of suspension of this Contract, Beneficiary will be responsible to inform the relevant End-Users of the consequences of the suspension of this Contract in a neutral manner.

71. The provisions of this chapter on Suspension of the Services are without prejudice to any other right or claim for compensation to which the non-defaulting Party may be entitled to in the event of suspension of the services.

72. In the event that either Party is declared bankrupt or enters into liquidation, then the other Party may terminate all the BROTSOLL Services, without any further legal or other procedures, by sending Notice of termination with immediate effect to the other Party.

73. The provisions in this chapter on Termination of the Services are without prejudice to any other right or claim for compensation to which the non-defaulting Party may be entitled to in the event of termination of the Services, or in the event of termination of one or several BROTSOLL Services under this Contract.

74. In the case of termination of the Services for any reason, or in the event of termination of one or several BROTSOLL Services under this Contract, Proximus shall be entitled to payment for all Services performed prior to such termination in accordance with the conditions that were applicable between the Parties at the time of termination.

75. The provisions of the Contract which by their nature are determined to survive the termination of the Services (including, in particular but without limitation, the provisions on Confidentiality and Applicable Law and Jurisdiction), shall remain in full force and effect after the termination.

76. In the event of termination of this Contract, Beneficiary will be responsible to inform the relevant End-Users of the consequences of the termination of this Contract in a neutral manner.

Confidentiality

Confidential Information

77. For the purpose of this chapter, the term "Confidential Information" shall mean:

- information communicated by one Party (or from any of its Associated Companies) (the "Disclosing Party") to the other Party (or to its employees and advisors) (the "Receiving Party"), or obtained by the Receiving Party in connection with the performance of the Services, provided that such information is, at the time of its disclosure, reasonably designated "confidential" or with an equivalent term. If such

information was disclosed orally, it shall constitute Confidential Information provided that the Disclosing Party informs the other Party at the time of such disclosure, that such information is confidential and that (i) a written notice containing a summary of the information disclosed orally and mentioning that such information is confidential, is issued by the Disclosing Party to the other Party within five (5) Working Days from the date of disclosure, or (ii) such disclosure is recorded in minutes of a meeting that are designated, labelled or marked "confidential" or designated, labelled or marked with an equivalent term;

- Shall in any event be considered as Confidential Information, any information or data obtained regarding End-Users of the other Party or regarding End-Users of other licensed operators.

78. For purposes of these General Terms and Conditions, "Confidential Information" does not include:

- information that is properly and lawfully in the public domain otherwise than by breach of the Contract or any other obligation of confidence;
- information that was disclosed by a third party to the Receiving Party without restriction on disclosure or use, unless the Receiving Party knew or should reasonably have known that this information was acquired unlawfully or by a breach of contract or fiduciary relationship.

79. Except as specified in writing, by the Disclosing Party at the time of disclosure, Confidential Information shall continue to be deemed as such until the end of a period of three (3) years after its initial communication under the Contract.

Non-Disclosure

80. The Receiving Party shall refrain from disclosing the Confidential Information to any third party and shall use the Confidential Information only for the performance of the Services offered in accordance with the Contract. In addition, the Receiving Party shall take any reasonable measures to ensure the confidentiality of this information. In any event, the Receiving Party shall use efforts at least commensurate with those that such Party uses for protecting the confidentiality of its own Confidential Information.

81. Notwithstanding the foregoing and without prejudice to the provisions regarding the Disclosure to Personnel, Advisors, Resellers or Suppliers hereunder, either Party shall be allowed to disclose the Confidential Information to third parties provided it has obtained the prior written consent of the other Party. Such written consent will be given case-by-case upon a discretionary basis. Such written consent shall only be valid and enforceable for the specific information listed therein. The written consent to disclose Confidential Information shall identify the third party or Parties to which the information can be disclosed and shall set forth the terms and conditions to which such disclosure is subject.

82. The Disclosing Party shall remain free to disclose to any third party Confidential Information disclosed to the Receiving Party.

Disclosure to Personnel, Advisors, Suppliers or Resellers

83. A Receiving Party shall disclose the Confidential Information received from the other Party only to its directors, employees, suppliers, agents, advisors, resellers, contractors or sub-contractors who have a need to know such information. Such Party shall ensure that such directors, employees, suppliers, agents, advisors, contractors, sub-contractors or resellers are bound by the obligations of confidentiality in respect of the Confidential Information, which is at least equivalent to the confidentiality obligation set forth in the Contract.

84. Notwithstanding anything to the contrary in the foregoing provisions, the Receiving Party shall not disclose or use the Confidential Information, with the aim of providing commercial advantage to business divisions of the Receiving Party, or business divisions of the Receiving Party's Associated Companies, which are engaged in activities competing with the other Party.

85. Each Party shall be liable under the limitations provided in the chapter relating to Liability hereabove, for any unauthorized disclosure or use of the Confidential Information by its directors, employees, suppliers, agents, advisors, contractors or sub-contractors. The Party responsible for an unauthorized disclosure or use of the Confidential Information shall, in any event, take any

reasonable measures (including but not limited to court proceedings) to mitigate the damage resulting therefrom.

Disclosure Required by Law

86. If the disclosure of Confidential Information to third parties is required by reason of legal, accounting or regulatory requirements beyond the control of the Receiving Party, the Receiving Party may disclose such information to the extent necessary to comply with such requirements. Without prejudice to the application of the foregoing, the Parties shall endeavour to ensure the confidential treatment of the Confidential Information by the third parties receiving such information as a result of such requirement.

87. Without limitation to the generality of the foregoing, either Party will have the right to disclose Confidential Information to the BIPT, whenever required by law, or deemed reasonably necessary in the context of any proceedings or discussions held in front or with the BIPT. If any such disclosure of Confidential Information is made, the Party communicating the information will ensure that the attention of the BIPT is properly drawn to the fact that the information is confidential and that the information needs to be kept confidential.

Dispute Resolution and Applicable Resolution

Dispute resolution procedure

88. The SPOC shall, on an ongoing basis, attempt to solve any Dispute,

controversy or claim between the Parties concerning the interpretation, application and implementation of the present General Terms and Conditions and/or the Contract and its Annexes (a "Dispute") through discussions held in good faith.

89. In the event that the Parties have been unable to solve any Dispute, then upon Notice of either Party, each of the Parties will appoint a designated senior business executive (other than their respective SPOC) whose task will be to meet for the purpose of endeavouring to resolve the Dispute. Each Party shall ensure that their respective designated executive has sufficient authority or decision-making power concerning the matter at stake. The designated executives will meet as often as the Parties reasonably deem necessary in order to gather and furnish to the other Party all information with respect to the matter in issue which the Parties believe to be appropriate in connection with its resolution. Such executives will discuss the Dispute and will negotiate in good faith in an effort to resolve the Dispute without the necessity of any formal proceeding relating thereto.

90. In the event the Parties fail to reach such a solution and/or settlement within fifteen (15) Working Days as from the receipt of the above Notice, they shall escalate the matter to a higher level within their respective organizations. Discussions at that level will be conducted as described in article 89. The Parties may, at any given escalation level, agree to extend the time limits described in this article and in article 89 when they consider it necessary in order to facilitate that

an agreement be concluded on the subject-matter of the Dispute.

91. Except in the cases of urgency, as determined in good faith by the Party calling the Dispute, and unless otherwise in these General Terms and Conditions, no formal proceedings for the resolution of a Dispute may be started until the earlier to occur of (a) a good faith conclusion by the designated executives that amicable resolution through continued negotiation of the matter in issue does not appear likely or (b) the Parties have failed to reach an agreement on the Dispute within fifteen (15) Working Days of the escalation of the Dispute as described in article 90.
92. Without prejudice to the above and without prejudice to the rights of each Party in case of Dispute, each Party shall be entitled to call on the BIPT for a decision for Disputes regarding the interpretation of the present Reference Offer. In consideration of the legal framework, the then relevant BROTSOLL Offer and the then relevant decision of the BIPT on the BROTSOLL Offer, BIPT will take a decision within a reasonable term that shall not exceed one (1) month.

Applicable Law and Jurisdiction

93. The BROTSOLL Offer and the Contract and its Annexes shall be governed by the Belgian law.
94. Without prejudice to article 91, any Dispute concerning the validity or the interpretation of the BROTSOLL Offer and the Contract, or the performance of the BROTSOLL Services, or of subsequent contracts derived herefrom shall be finally submitted to the Courts of Brussels,

Belgium. This provision is without prejudice to the right of each of the Parties to submit the Dispute to the BIPT with a view to reach conciliation or to submit the Dispute to the Competition Council.

Miscellaneous

General Principles

95. All the terms and conditions of this Contract, including its Annexes and/or Appendixes, are agreed upon by the Parties without prejudice to the rights and obligations that either Party may derive from the applicable provisions of the regulatory framework. The fact that either Party has agreed to any provision in this Contract will not be construed as a renunciation by such Party to invoke (i) any right that such Party may derive from any imperative provision of the applicable regulatory framework or (ii) any obligation that may be imposed to the other Party pursuant to any imperative provision of the applicable regulatory framework.
96. In the framework of the applicable BROTSOLL Offer, should a conflict arise between the Main Body, and any or several Annexes, Attachment or Appendix to an Annex, the Main Body shall prevail, except for (a) Annex 1 - General Terms and Conditions, which will prevail over the Main Body unless otherwise specifically stated, (b) when otherwise agreed by the Parties, in writing or (c) when otherwise specifically stated in the Main Body or Annex, Attachment or Appendix. Should a conflict arise between Annex 1 - General Terms and Conditions and another Annex, Attachment or an Appendix to said

other Annex, the Annex 1 - General Terms and Conditions shall prevail unless otherwise specifically stated. Should a conflict arise between an Annex and an Attachment or an Appendix to this Annex, the Annex shall prevail unless otherwise agreed by the Parties, in writing or otherwise specifically stated.

Notices – Address for Invoicing

97. Unless stated otherwise in this Contract, any Notice under this Contract will be sent to the respective SPOC of the Parties, by e-mail or “Flash”-communication to the Beneficiary’s e-mail address. Parties acknowledge that any communication exchanged by e-mail or “Flash”-communication shall have the same legal value as a written or signed communication.

To Beneficiary:

***Beneficiary Full name

[Address]

E-mail: [E-mail]

Attention: ***

To Proximus:

Proximus PLC under Belgian Public Law

27 Bd Albert II

B-1030 Brussels

Attention: ***

Notwithstanding the foregoing, Parties shall send to each other invoices and credit notes by ordinary mail to the following addresses:

To Beneficiary:

***Beneficiary Full name

[Billing Address]

Attention: ***

To Proximus:

Proximus PLC under Belgian Public Law

[Billing Address]

Attention: ***

No Assignment

98. Neither of the Parties is entitled to assign the Contract, in part or in its entirety, to any third party or to any other entity unless with the prior written approval of the other Party.
99. No approval will be required for an assignment of the Contract in case of transfer to a successor, to which a transfer has taken place of, at least, the Assigning Party’s activities covered by the Contract. In such a case, the assigning Party shall immediately give Notice to the other Party of any such assignment permitted to be made under the Contract without requesting the other Party’s consent.
100. Without prejudice to the foregoing, no assignment shall be valid unless the assignee agrees in writing to be bound by the provisions of the Contract and its Annexes.

Waiver

101. A failure by either Proximus or Beneficiary to insist on the performance of any term of the Contract or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege. No waiver shall be valid unless it is in writing and signed on behalf of the Party making the waiver.

Fraud

102. The Parties accept to cooperate to the best of their respective abilities in order to prevent and eliminate any kind of fraud which involves Services provided under the Contract. If any of the Parties suspects such kind of fraud, the Parties shall co-operate in order to identify the origin of the fraud and to use any appropriate means in order to eliminate and prevent such fraud as soon as possible. For the purposes of the application of the present provision, fraud shall mean any manipulation of a communications network, including by Beneficiary connected to the network of one of the Parties, in order to obtain one or more telecommunication services without paying the proper charge for it, or to support other criminal activities (including, in particular, wiretapping, eavesdropping and gathering secret numbers).
103. It is explicitly acknowledged by the Parties that any cooperation in the context of the present provision will need to be in due compliance with the entire regulatory framework.

Independent Parties - Approvals

104. Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, competent authorities, other operators, and any other persons that may be required in connection with the performance of its obligations under the Contract. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which the other Party is responsible.

105. Each of the Parties is and shall remain at all times an independent contractor. Neither Party is authorized and neither of the Parties nor their employees, agents, representatives or subcontractors shall at any time attempt to act or act on behalf of the other Party to bind the other Party in any manner whatsoever to any obligations. Neither Party nor its employees, agents or representatives shall engage in any acts which may lead any person to believe that such Party is an employee, agent, representative or subcontractor of the other Party. Nothing in the Contract shall be deemed to constitute a partnership between the Parties.

106. If any part of this Reference Offer shall be held to be illegal, invalid or unenforceable for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Offer shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall forthwith negotiate in good faith to amend this Offer and the Parties' practices hereunder in such manner and with such language as will fully reflect as closely as possible the intent of the Parties and render further performance lawful.