



Enterprise Business Unit Solutions

Contractual Service Description

Enterprise Voice

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Sensitivity **Confidential**



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1. Introduction

Enterprise Voice (hereinafter the ‘Service’) is a Service that provides Customers with public telephony services based on a Proximus data connection that is suitable for Voice over IP (Internet or Explore). The Service allows the Customer to make calls to the Proximus public telephone network and to other fixed and mobile networks linked to it.

The Enterprise Voice Service is available in several service flavors depending on the type of Customer Premises Equipment (CPE), voice channels needed and if the Customer wants to use the Proximus data connection underlying the Service exclusively for its voice traffic or to combine its voice and data traffic on a single access line:

- Enterprise Voice Standard
- Enterprise Voice Converged
- Enterprise Voice Excellence¹

The Enterprise Voice Service is said “Standard” when it is delivered in a voice-only configuration, i.e. only the Enterprise Voice Service is transported over the Proximus Data Connection.

The Enterprise Voice Service is said “Converged” when it is delivered in a configuration where a Voice Service and a Data Service are transported over the same Proximus Data Connection.

The Enterprise Voice Service is said “Excellence” when it is delivered in a voice-only configuration on dedicated fiber, i.e. only the Enterprise Voice Service is transported over the Proximus Data Connection.

In all cases, the Customer benefits of the necessary Quality of Service (QoS) to ensure the voice quality.

Except for the Converged flavors, the Proximus data connection underlying the Service is included in the Service and is used only for the voice traffic. In case of Converged flavors, the Service does not include the Proximus data connection underlying the Service which, as a prerequisite, is subject to a separate agreement. In addition, in all cases, the Service does not include the PBX (on site or Cloud) which is also subject to a separate agreement.

The functionality of the Service is described more in detail in the Section ‘Functional Services’, whereas the support provided to the Customer during the implementation and the operational phases is described respectively in Sections ‘Implementation Services’ and ‘Operational Services’. The Service levels available are described in the ‘Service Level Agreement’ Section.

¹ Only available on dedicated Fiber

2. Service Overview

The Service is available in different Flavors. Each Flavor corresponds to a set of Service components in terms of the functionality and support provided during the implementation and operational phases. The Service components are detailed in the tables below and may be:

- included in the Service by default ('DEF');
- or optional ('OPT') and must be selected by the Customer;
- or subject to a separate contract ('SC');
- or not applicable ('NA').

Once the Service and options (if any) have been selected through the Order Form, the scope of this Agreement is defined.

2.1 Functional Service overview

Enterprise Voice	Service Components	Standard	Converged	Excellence
Voice Connectivity	VoIP Platform	DEF	DEF	DEF
	Voice Channels (Min)	2	2	30
	Voice Channels (Max)	120	120	120
	Class Of Service (COS)	DEF	DEF	DEF
Customer premises equipment	Data CPE	DEF	SC	DEF
	Voice CPE	OPT	OPT	OPT
Voice communications	Public on-net calls	DEF	DEF	DEF
	Public off-net calls	DEF	DEF	DEF
	Emergency calls	DEF	DEF	DEF
Voice Traffic	Standard rates	DEF	DEF	DEF
Fixed Numbering plan ²	Individual Numbers optional inclusive	2	2	2
	Extra individual fixed numbers	OPT	OPT	OPT
	Ranges of 10, 100; 1000; 10000	OPT	OPT	OPT
Value-added Services	Directory Services	DEF	DEF	DEF
	Private Number	OPT	OPT	OPT
	DTMF	DEF	DEF	DEF
	CLIP Calling Line Identification presentation	DEF	DEF	DEF
	COLP Connected Line Identification presentation	DEF	DEF	DEF
	CLIR-T Standard display allowed or restricted	DEF	DEF	DEF
	CNIP Calling Name Presentation	OPT	OPT	OPT

² By default, the total amount of numbers and ranges is limited according to: quantity*individual numbers + Quantity*numberranges <=90

	OCB-P: Permanent Outgoing Call Barring	OPT	OPT	OPT
	ICB-P: Permanent Incoming Call Barring	OPT	OPT	OPT
	3PTY-Call	DEF	DEF	DEF
	Temporarily move	DEF	DEF	DEF
	ACR: Anonymous Call Rejection	OPT	OPT	OPT
	CFUnReg Call Forwarding Unregistered	OPT	OPT	OPT
	Phone mail	OPT	OPT	OPT
	Language choice	DEF	DEF	DEF

2.2 Assist and Care Services

The support provided by Proximus during the Implementation and Operational phases is of applicable to Solution elements listed per type of activity in table below. The Service does not include any activities regarding any other Solution elements.

Service Component		Solution element	Standard	Converged	Excellence
Implementation phase	Assist services	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
Service Desk Access		Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
Incident Handling	Remote Diagnostics	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
	Remote Intervention	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
	On-site Intervention	Voice Network Access Line Data CPE Voice CPE	NA DEF DEF DEF	NA SC SC DEF	NA DEF DEF DEF
	On-site Part Replacement	Voice Network Access Line Data CPE Voice CPE	NA NA DEF DEF	NA NA SC DEF	NA NA DEF DEF
Configuration Handling	Configuration documentation	Voice Network Access Line	DEF DEF	DEF SC	DEF DEF

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		Data CPE Voice CPE	DEF DEF	SC DEF	DEF DEF
	Configuration Management without Customer access right	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
	Configuration Backup	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF
	Update and Upgrade	Voice Network Access Line Data CPE Voice CPE	DEF DEF DEF DEF	DEF SC SC DEF	DEF DEF DEF DEF

3. Functional Service description

This Chapter details the Service Components in term of functionalities of the Service and ends by giving an explanation of the different possible technical configurations.

3.1 Voice Connectivity

The VoIP Platform also called the IP Multimedia Subsystem (IMS) is the heart of the Proximus backbone and consists in call handling and media gateway equipment, monitoring and security equipment. This platform is geo-redundant and hosted in the Proximus data centers and managed by Proximus. It delivers the necessary voice channels and services towards the Customer's systems and handles the communications towards other public networks (Fix/Mobile/International). The advanced voice features are delivered by application servers coupled with IMS, or when Enterprise UC features are needed, via the Proximus Cloud UC platforms. Monitoring and security is delivered by the network Session Border Controller which provides access to and protection of the platform.

Per ordered channel, Proximus provides the Customer with the necessary capacity to enable a single voice communication, in emission or reception between the Customer and a correspondent on the public telephony networks. By ordering the minimum of 2 channels, the Customer receives the capacity to place or receive 2 simultaneous calls over the public telephone network and a dedicated Voice VLAN prioritized to other VLANS on his dataconnectivity.

If the Customer needs to realize more than 2 simultaneous calls, whether in normal or peak condition, Customer shall, as a dimensioning parameter of his order, order additional channels subject to the technical limits of its Data Connectivity. Proximus is entitled therefore to require the Customer to modify, at his own

costs, his existing Data connectivity and/or Physical access line to support the Service even if this Data connectivity and/or Physical access line is subject to a separate contract such as for the Converged Flavor (for example, whenever more than 16 call capacity is needed on a same site, fiber technology is mandatory).

The number of channels can be limited by the Customer’s PBX. The Customer shall consult his PBX contract for this respect. Proximus disclaims any liability in case the number of simultaneous calls granted by Proximus cannot be used by the Customer due to the limitation linked to its PBX.

3.2 Class Of Service

Class Of Service is a mechanism by which Proximus handles capacity on the Customer’s Data Connectivity for Customer’s voice traffic in order to provide audio quality of calls. Hence it is relevant in case of Converged Flavor only.

The Service includes up to 110 kbps on the Voice VLAN per ordered channel and is implemented by a mechanism of Class of Service. Voice has the highest priority to other services on the dataconnectivity.

3.3 Voice communications

The Service is designed to allow the transport of the voice communication on the Network.

If the Customer uses the Service for other purpose than voice communication (e.g. for fax, data communications voice-band modem, or DTMF), Proximus cannot, for technical reasons, guarantee the correct transport and quality of such other type of communication.

Below is an overview of the supported voice codecs and the corresponding bandwidths when passing to the public telephony network PSTN/ISDN:

BB/SK ³	ADSL	VDSL2	Use
G729	45 Kbps	30 Kbps	Voice
G711	110 Kbps	90 Kbps	Voice/Fax/Data
T.38	45 Kbps	45 Kbps	Fax

Other codecs are allowed for public on-net point to point communications meaning both ends must be connected to the Proximus VoIP service (for example High Definition voice G.722). However, Proximus does

not give any guarantee for other codecs than above in terms of compatibility, quality or bandwidth reservation.

The media gateways are also owned and managed by Proximus. It is at the border of the solution and provides access to the public telephony networks (fixed and mobile). It converts the VoIP packets to the traditional switched telephony and international carrier's network access.

3.4 Traffic

Without any specific rateplan, not included in the Service (Separate Contract), the communication charges will be charged via the basic rates mentioned in the Official Price List on the Proximus Website.

3.4.1 Fixed Number

3.4.1.1 Number assignment

Proximus assigns the number of Belgian geographic numbers ordered by the Customer (with a minimum of 1 Belgian geographic number per Physical access line). As an option, the Customer may request extra individual Belgian geographic number, or the Customer may request range(s) of Belgian geographic numbers. Ranges of 10, 100, 1000 or 10.000 are possible. Several non-consecutive series can be combined in the same numbering plan.

The procedure for allocating numbers is computerized and the numbers are allocated geographically. Where technically feasible, the Customer may also choose a number himself, provided it is still available at the time of his request.

They can be existing or new phone numbers.

In case of new number, the procedure for assignment of the call numbers is automated. When several individual numbers are assigned under this Agreement, Proximus will make its reasonable efforts to provide consecutive numbers when possible.

The Customer may reuse its existing phone number from another operator (Port in), provided that the number belongs to the same Belgian geographic area. A Letter of Authorisation (LoA) must be provided to allow the takeover of existing number(s) from another operator. Proximus cannot guarantee that it shall be able to provide the Customer who carry over its number to Proximus with the services he enjoyed at its previous operator. It is also possible for the Customer to reuse its existing phone number previously activated on another Proximus fixed telephony solution. In such case, the phone number is subject to a technical migration from the previous solution to the Service.

3.4.1.2 Number changes

The Customer keeps his number(s) for the whole duration of the Agreement, unless (1) he explicitly asks for a change of number, (2) the Customer relocates without possibility to keep its number for technical reason, or (3) Proximus is required to change the number for Service-related purposes. In the two first cases, the Customer will be charged for the change. In the latter case, the Customer will be notified of the change at least six months before it comes into effect.

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In all cases, Proximus will communicate the new number(s) to callers dialing the old number, unless the number is a private number or in case of a request to the contrary. This communication shall be made free of charge if the Customer accepts the standard message proposed by Proximus. The Customer may replace the standard message with another message, against payment. If the technical conditions so allow, the Customer may also extend the Service beyond the three-month (3) period, against payment.

3.4.1.3 Number portability

Customer Relocation

Customers who are relocating may request the number to be transferred to their new address. Proximus shall make every effort to carry out the transfer. A lump sum amount as published in the Price List shall be charged to the Customer. Some features or value-added services that the Customer has benefited from may not be transferable for technical reasons. In this respect, Proximus shall not be liable for any compensation. The number may only be transferred if the Customer relocates within the same geographical area.

Port out

If the Customer wants to port his number(s) to another operator (**port out**), he must contact the said operator. The new operator shall take the necessary actions with Proximus on behalf of the Customer regarding the transfer of the number. The Customer can ask for his number to be ported out until one (1) month after the date of termination of the Agreement.

Only numbers that have not been deactivated may be transferred. The range of numbers are ported per full range of numbers. Individual numbers, including retention numbers (Individual number linked to a direct dial-in/DDI) are ported individually.

If all numbers subject to this Agreement must be ported out, the Agreement will be automatically terminated once the port out is effective. If a part of the numbers subjects to the this Agreement have to be ported out, the Agreement will be automatically terminated for the said numbers but it remains into force for the rest of the number(s) and Service. The Customer will be charged for the reconfiguration costs.

The applicable early termination fee is defined in the Specific Terms and Conditions chapter.

Proximus, however, may refuse the transfer of the number:

- If the Customer asks to carry over his number in another telephone area;
- If the operator to which the Customer wants to port his number does not comply with the statutory procedures for number portability; or
- In case of the transfer proven or suspected fraud by the Customer or third party.

Proximus shall make every effort to carry out the transfer of the number. However, there may be technical reasons that prevent the transfer from being carried out. During the transfer, it is possible that the Customer does not have a fixed telephony service for some limited time. If the number porting procedure fails within the time limits set by law, Proximus will reactivate the Customer's Agreement linked to his number and will continue to provide the Service under the same conditions until the porting procedure is successful.

In the event of a delay in the porting procedure and at the Customer's explicit written request the Customer may be entitled to a specific compensation as provided by law. The Customer can find more information on the amounts and the compensation procedure on the website of the Belgian Institute for Postal Services and Telecommunications: www.ibpt.be/consoommateurs/retard-dans-le-portage-de-votre-numero.

Claims for compensation must be submitted within a maximum of six (6) months after the request to port out a number.

3.4.2 Proximus is not liable for any damage resulting from the non-performance, the erroneous performance or late performance of the porting of one or more numbers for reasons dependent on the other operator, a third party or the Customer itself. Proximus is not liable for any damages resulting from the unavailability or erroneous porting of the number(s) due to technical reasons. **Emergency Calls**

This section is applicable when a number assigned by Proximus under this Agreement is used to call a Belgian emergency number.

Proximus provides access to and enables correct caller localization by the emergency services if the physical address of the telephone line/number from which the calls are made is the same as the Customer's actual address, provided by the Customer for the Site on which the IP PBX is localised and which is registered with Proximus.

Taking to account the technical evolutions, the Customer is able to use the Service with a same allocated number from a physical address which differs from the address that the Customer has provided to Proximus for the localisation of the IP PBX (hereinafter, called Nomadic Use). Two situations of Nomadic use have to be distinguished: the Teleworking (the caller is localised temporarily or permanently on a Remote Customer's Site) and the Homeworking (the caller is not localised on a Customer's Site (for example the caller is localized at its residence or at a third party's Site). In case of Nomadic use, the access to and the localization by the emergency services is supported by the Service within the following limits:

- Unless the access to the emergency services is blocked by Proximus or the Customer under a separate contract, Proximus ensures the access to the emergency services by mean of a specific routing facility. This is included per default in the Service.
- The correct localization of the caller in Homeworking or in Teleworking based on the calling number by the emergency service is **not** possible.

Proximus draws the Customer's attention to the fact that in case of Nomadic use using the Service in Homeworking or Teleworking situations may have serious consequences for the Customer or the End users since the correct routing of calls to the emergency services cannot be ensured.

In case of use of the Service with a Cloud PBX, Customer be aware that there is an inherent nomadicty feature of the Cloud PBX. Therefore, the possibility to access to and the localization by emergency services must be carefully verified by the Customer with its PBX provider. Any limitation with regards the access to and localization by the emergency services resulting from the use of a Cloud PBX, may not be taken as a limitation or malfunctioning of the Service. In particular, Proximus declines all responsibility under this Agreement in case of non-availability of or wrong localization by emergency services resulting from the use of a Cloud PBX.

The Customer can absolutely not use the Service to reach the emergency services when the correct localization by the emergency service is not ensured and Proximus recommends the Customer to block,

at the PBX level, every outgoing calls to emergency services as the emergency services could not know where the call is coming from.

Customer bears the risks related to any Nomadic Use of the Service for calls to emergency services. **The Customer is responsible for informing all persons using the Service about (i) any emergency access or localization limitations described above and (ii) if access to the emergency services is blocked.** Proximus cannot, under any circumstances, be held liable if the emergency services are sent to a wrong address, or for any direct and/or indirect damage attributable to the Customer's failure to fulfill any obligations set out in this section.

The Customer acknowledges and accepts that the emergency services may not be able to (1) identify the caller if the call is unable to be completed, is dropped or disconnected, if the caller is not able to speak or if the emergency service is not operational for any reason beyond Proximus' control and (2) hold the line of the caller open if he/she hangs up.

3.4.3 Directory Services and Information Services

In accordance with the regulations in force, Proximus shall supply all publishers of directories and suppliers of an information service with the surname and initials or the first name of the Customer or, for a legal entity, the official name, its address and the telephone number assigned by Proximus.

The choice of whether or not to appear in the directories and the information services is proposed to the Customer at the time of subscription to the Agreement. The Customer specifies whether he wishes for his data to be included in directories and information services or whether he wishes for his number to remain secret (**private number**). The Customer also specifies whether or not he wishes for his name and address to be able to be found using his telephone number. The Customer may change his choice at any time via the website www.1307.be.

Subject to the written consent of the Customer holding the line, natural persons living with the Customer shall be entitled to be listed under his own name, free of charge.

Subject to payment, the Customer may obtain one or more paid insertions for additional information, informative data such as professional activity, etc. For more information on the different possibilities, visit www.1307.be/ads.

The Customer shall be responsible for the accuracy of the data that he communicates to Proximus. Any change to the Customer's identification or connection particulars shall be included in the database of the information service and directories (paper & electronic) as soon as possible.

3.4.4 Value-added Services

Proximus may provide the Customer with value-added services to manage his incoming and outgoing calls. The table in Chapter 2 specifies for each of these value-added services if they are included in the Service by default or if they are available as options depending the selected flavor.

3.4.4.1 Dual Tone Multi Frequency (DTMF)

DTMF tones are supported by the Service. Such tones can, for example, be generated during a call to access Interactive Voice Response systems (IVR), such as voicemail.

3.4.4.2 *Calling Line ID Presentation (CLIP)*

Where technically feasible, the Customer may have the numbers of callers calling him and who have not opposed such identification, displayed on his line. He must have an appropriate Customer terminal equipment in order to be able to read such numbers.

When the call is made from a telephone connection to another operator's network, the caller's number can only be displayed if the operator allows the transfer of the numbers to the Proximus network.

If the caller has a private number, his number shall not be sent by default except if the holder has permitted this to be done on his telephone.

3.4.4.3 *Calling Name ID Presentation (CNIP)*

Where technically feasible, the Customer may, against payment, have the name of callers calling him and who have not opposed such identification displayed on his line. He must have an appropriate Customer terminal equipment in order to be able to read such name.

The name is displayed using the information listed on the Information Service (1307), with the initial of the first name. In the absence of information on the Information Service, the number of the holder of the line is displayed.

When the call is made from a telephone connection to another operator's network, the caller's name shall not be displayed.

If the caller has a private number, his name shall not be sent by default except if the holder has permitted this to be done on his telephone.

The activation of this service is subject to charge.

3.4.4.4 *Calling Line ID Restriction Temporary (CLIR-T)*

The Customer may oppose, free of charge, on a per-call basis or permanently, the display of his number to the called party. This restriction, if subscribed by the Customer, is not applicable when calling emergency services.

The Customer may, free of charge, change his settings on his Terminal equipment or PBX at any time.

If the called party has activated the call forwarding or call transfer functions, only the initial caller's number will be displayed to the called party.

3.4.4.5 *Connected Line Presentation COLP*

When calling a number which is answered, the number of the called party will be, if technically possible, presented on the Terminal Equipment screen, even when it was transferred, unless it is a private number.

3.4.4.6 *Call Forwarding Services*

The call forwarding feature(s) shall be managed and handled by the IP-P(A)BX.

The IPBX can forward the incoming calls to an external destination by one of the following 2 methods:

- By using the network service temporary move. The Proximus IMS network will then redirect the call to the forwarded-to-number. The calling line identity possibly shown to the forwarded-to destination will be the identity of the original calling user. This is the preferred method.
- Or create the forwarding by setting-up a new (forwarded) call. The incoming call and the outgoing (forwarded) call are considered being 2 separate calls. The calling line identity possibly shown to the forwarded-to destination will be the calling line identity of the user who forwarded his number.

Call Forwarding Unconditional (CFU)

Automatic forwarding of any incoming calls to another destination number.

Call Forwarding Busy (CFB)

Forwarding incoming calls to another destination when the called party is busy with another call

Call Forwarding No Reply (CFNR)

Forwarding incoming calls when the call is not answered within a certain period.

3.4.4.7 Call Forwarding UnRegistered

All incoming calls will be forwarded to another external destination as soon as the CPE is no longer registered on the IMS Voice Platform. This destination number must be preprogrammed in our systems. The calling line identity possibly shown to the forwarded-to destination will be the identity of the original calling user.

Activation of this service is subject to charge.

3.4.4.8 Call Transfer

A call can be relocated to another destination by using the transfer mechanism. This can be announced or unannounced.

The call transfer feature shall be managed and handled by the IP-P(A)BX and can be done in two ways:

- Either set-up a new call to the transferred-to destination. By using this method the calling line identity possibly shown to the transferred-to destination will be the identity of the transferring IPBX user.
- Or by using the REFER method in order to allow the Proximus IMS Network to redirect the call. The calling line identity possibly shown to the transferred-to destination will be the identity of the original calling user.

3.4.4.9 Permanent Outgoing Call Barring (OCB-P)

Possibility to block certain destinations of outgoing calls at network level

Activation of this restriction is subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content and international premium rate numbers that are not operated in accordance with International Telephone Numbering Plan E164.

3.4.4.10 Permanent Incoming Call Barring (ICB -P)

Possibility to block all incoming calls at network level.

3.4.4.11 Conference Call

The conference feature shall be managed and handled by the IP-P(A)BX. In case external users are involved in a conference call, the incoming and/or outgoing calls to/from the IP-P(A)BX will be treated like normal basic calls by the Proximus IMS.

3.4.4.12 Anonymous Call Rejection (ACR)

With this added-value service callers which number is hidden will receive a message that private numbers are not accepted, and they should recall with their number unhidden.

3.4.4.13 Phone mail

With this Service the called party has a phone mail in the cloud which can be personalised easily, and which is consultable from anywhere. The voice messages are stored in a Proximus data centre for a period of 30 Calendar days for the new voice messages and 14 Calendar days for saved voice messages.

3.4.4.14 Language choice

With the language selection the Customer can change the language of the added value services.

3.5 Overview of the different technical configurations

In case of the **Standard and Excellence Flavor**, the infrastructure underlying the Service consists of the Proximus Fixed voice network, the Physical access line and Data CPE and if needed a voice CPE. All are included in this Agreement.

In case of **Converged Flavor**, the infrastructure underlying the Service consist of Proximus Fixed voice network, the Physical access line, a Data CPE and if needed a Voice CPE. The Physical access line and the Data CPE are not included in this Agreement and are subject to a separate Proximus Data Connectivity contract.

These different components of the infrastructure are described in this section.

In any cases, the set-up fee of the Physical access line is never included in the recurring fee of the Service.

3.5.1 Proximus Voice network

The Proximus Voice Network transports telephony traffic between the End users of the Customer and their correspondents. It relies on public technology standards to ensure interoperability with other telephony networks.

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The Proximus Fixed Voice Network is based on various technologies: Switching technology and VoIP. The Fixed Voice Network is in evolution and Proximus has the sole discretion to determine as to the network technology used to deliver the Service. This implies a.o. that Proximus is entitled during the Agreement, to change the technology used to deliver the Service without this can be deemed as an amendment to the Agreement, to the extent that the Service remains in accordance with this Agreement. The platform underlying the Service is geo-redundant and hosted in the Proximus data centers and managed by Proximus. It delivers the necessary voice channels and services towards the Customer's systems and handles the communications towards other public networks (Fix/Mobile/International). The advanced voice features are delivered by application servers. Monitoring and security of the Fixed Voice Network is ensured by Proximus so as to ensure the Service Levels defined in the Agreement.

The supported voice codecs for VoIP are G729, G711 and T.38 for fax.

Other codecs are allowed for public on-net point to point communications meaning both ends must be connected to the Proximus VoIP service (for example High Definition voice G.722). However, Proximus does not give any guarantee for other codecs than above in terms of compatibility, quality or bandwidth reservation. Proximus therefore disclaims all liability for any malfunction of the Service due to use of other Codecs than above.

3.5.2 Access line

3.5.2.1 Other Flavors

Voice over IP (in short VoIP) requires an IP transport layer to convey the voice communications. The Data Connectivity provides this IP transport layer. The Physical access line is the physical medium on which the Data Connectivity (the IP transport layer) is implemented and makes part of it. The Data Connectivity can be built on various physical access technologies (e.g. DSL, GPON, Ethernet) over different types of physical access lines (e.g. copper lines, fiber lines) provided that it is a Proximus Data Connectivity compatible with the Service (for instance, the technical limitation in term of bandwidth that each access technology has, influences the maximum number of channel that can be provided for the Service). The Data Connectivity terminates on the data CPE and does not include the on-premise connectivity (e.g. LAN or cabling equipment) between the equipment of the Customer telephony infrastructure (also in case of cloud PBX).

- For the Standard or Excellence flavor, the Physical access line is included in the Service. It shall only be used for the Customer's voice traffic and not for other Proximus data service.
- For the Converged flavor, the Physical access line is not included in the Service. It is a prerequisite subject to a separate contract. This latter Physical access line may be used for the Customer's voice traffic and for his Proximus data traffic.

The Proximus Data Connectivity depending of the Customer Site is based on xDSL or shared or dedicated Fiber technologies or other technologies. Proximus has sole discretion as to the technical means necessary to establish access to the Service and therefore determinates at its own discretion which Proximus Data Connectivity type is appropriate for the Customer. Consequently, Proximus may for example require that the Customer adapts, at its own costs, its existing Proximus Data Connectivity (including the physical access line) to support the Service or refuse for technical reason to provide a specific flavor to the Customer (in such case, Proximus shall propose to the Customer to order another flavor). Proximus has the same discretion if the Customer's situation changes during the Agreement. Proximus cannot warrant maintaining the ordered Flavor for Customers moving to a zone covered by another technology.

The Setup fee of this Physical access line is never included in the recurring fee of the Service.

3.5.3 CPE

The CPE is used as the interface between the Customer and the Service.

The Service can only be supplied if the different CPE's are powered. It is the liability of the Customer to ensure such power throughout the Agreement. If the Customer wants to ensure the Service remains operational during a power outage, then Customer must take care of securing the electrical power of the CPE's (Battery back-up or UPS for instance). A UPS back-up can be ordered from Proximus. It is however not a component of the Service.

The Demarcation point of the service is either the IP -PBX or the Voice CPE as explained below.

3.5.3.1 Data CPE – Modem/Router

For the Standard and Excellence Flavors, Proximus provides the Customer with the Data CPE (called router). Proximus installs and configures the Data CPE which is rented by Proximus in the framework of the Service.

In case of the Converged Flavor, the Data CPE is not included in the Service. It is a part of the Proximus Data connectivity contract.

3.5.3.2 Voice CPE

Proximus ensures by default the Service until the Proximus IP-PBX (Demarcation point) provided that the Customer uses an IP-PBX certified by Proximus for interoperability with the Service and managed by Proximus. The selling or renting, installation, configuration and maintenance of this certified IP-PBX is not in the scope of this Agreement.

If the Customer does not use a certified IP PBX managed by Proximus, then the PBX must be either (1) an IP PBX compliant with the Proximus network specifications for the Service or (2) an isdn PBX compliant with the ISDN-2 or ISDN-30 specifications. In both cases, Proximus provides, with extra charges, the Customer with a Voice CPE (called Bizz IP Box) which is rented by Proximus and installed, configured and managed by Proximus. This Bizz IP Box constitutes then the Demarcation point of the Service (included in the Agreement).

The Customer understands and accepts, however, that using a non-certified IP-PBX with an approved Voice CPE, supplied and managed by Proximus, does not guarantee that the Service will function properly, and Proximus declines responsibility for any malfunctioning of the Service and/or the IP-PBX due to this Voice CPE.

3.5.4 Terminal equipment

The Customer's Terminal equipment is typically a PBX, telephone set, PC or a fax. The delivery, installation, configuration and support of Terminal equipment is not a part of the Service.

4. Implementation Phase

4.1 Ordering

The Customer orders the Service by submitting the applicable Order Form, duly completed and signed, to Proximus. In this Order Form, the Customer should indicate among other things the following:

- The Initial Term
- The selected Flavor(s) with its (their) quantity of channels and fixed numbers
- The selected options
- The selected service window

4.2 Assist Services

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus starts the implementation activities of the Service.

Only Proximus or its subcontractors are allowed to do the implementation activities below. All implementation activities are performed during Business Hours. If the Customer wishes, he can obtain a quote for implementation activities outside Business Hours.

Proximus carries out the following activities during the implementation of the Service:

- Sending (can be via mail) an order confirmation and information regarding the installation and activation of the Service
- Installation of the Physical access line (if needed)
- Installation of the Data CPE (if needed)
- Installation of the Voice CPE (if needed)
- Configuration
- Allocation of the Fixed number(s) and/or port in of the Fixed number(s) and/or migration of the existing Fixed number(s) previously activated on another Proximus fixed telephony solution
- Activation of the Fixed number(s)
- Activation of the Service

The Service is made available to the Customer once the Service is activated meaning once the Customer is able to start making calls).

In order to avoid all misunderstanding, Proximus draws the Customer's attention to the fact that the following activities are not included in the implementation of the Service by Proximus, except if specifically agreed and described in the Order Form:

- Installation and activation of the Physical access line and Data CPE in case of Simple Converged or Multi Converged flavors
- Delivery, installation, configuration, activation of the Customer's PBX and Terminal equipment connected to the Service



- Internal Cabling

4.3 Implementation timing

Proximus makes every effort to ensure the activation of the Service occurs within 15 Business days as from Proximus accepts the Customer's Order Form, provided that (1) an active Physical access line compatible with the Service is available at the Customer's Site, (2) all prerequisites are met at conclusion of the Agreement and (3) if applicable: the migration of existing Fixed numbers previously activated on another Proximus fixed telephony solution takes place the day when Proximus notifies the Customer that it is ready for the said migration.

In order to ensure that the migration (including port in) of the existing Fixed number takes place at an opportune moment for both Parties, Proximus shall proceed to the said migration in a timing agreed with the Customer. The Customer accepts however that said migration shall take place within 31 Calendar days as from the written notification that Proximus is ready for the migration. If the migration has not been taken place at the expiration of the previously mentioned period, Proximus shall be entitled to start the invoicing of the Service (even if the number has not been effectively migrated).

In case of Standard and Excellence Flavors, if there is no available Physical access line compatible with the chosen flavor at the Customer premises, the above activation timing cannot always be applicable. The following rules will be applied:

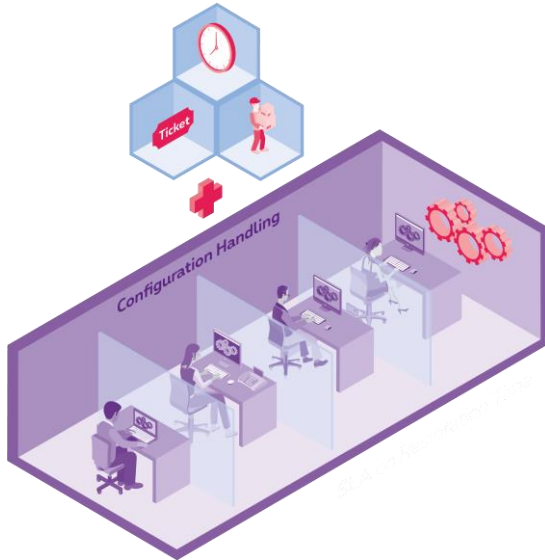
- If the Customer's site is equipped with the necessary cabling and equipment, and if the required infrastructure on the public domain is present, the activation timing mentioned above is applicable.
- If the infrastructure is not in place on the Customer's Site, additional works may be needed, the activation timing mentioned above is longer and extra cost will be charged to the Customer:
Proximus makes an appointment with the Customer to carry out a Site Survey. Such a survey results in (i) Request for design (RFD) which will specify the conditions under which data connection can be provided by Proximus and (ii) a list of activities that need to be performed, either by the Customer or by Proximus. If the Customer wants to perform the works on his premises, he will give Proximus an indication of the date from which the works will be ready and informs Proximus when the works have been finalized. If the Customer wants Proximus to perform the works on his premises, Proximus will first submit an Offer for these specific works to him for approval of the related costs and – following a formal order of the extra services from the Customer – of the timing.
- If the infrastructure is not in place on public property, additional works may be required, the activation timing mentioned above is longer and extra costs will be charged to the Customer: most of these works are subject to authorization from the public authorities, which may cause a substantial delay in the installation of the Service. Unexpected circumstances may also lead to a delay in the installation of the Service. In that case, Proximus will inform the Customer of the cause and the length of said delay. A specific Offer shall be provided to the Customer regarding the costs of the installation works. In the event of refusal to perform these works by the public authorities, Proximus informs the Customer of the decision of the public authority and both parties shall be entitled to terminate the Agreement without being liable for any compensation

In all cases, Proximus shall use its reasonable efforts to activate the Service within the time frame fixed in the confirmation message or RFD sent to the Customer. In case of delay, Proximus informs the Customer of the status of his Order, the delay and the reason for it. Proximus also communicates a new planned installation date to the Customer. No compensation will be due by Proximus.

4.4 Acceptance

At the end of implementation phase, Proximus will take care of all packaging and other waste material and will invite the Customer to do an acceptance of the configuration and installation. The acceptance procedure is described in the General Terms and Conditions for Professional Customers (see Article Configuration and installation).

5. Operational Phase



This section describes the support provided by Proximus as from the acceptance of the Service until the end of the Agreement. Under the Agreement the Customer benefits from a **Close Care** support meaning Proximus provides it with a reactive support to shorten Incidents by interventions and replacements and management of the configuration of the Solution elements in scope as described below

5.1 Service Desk Access

The Service Desk is the interface between the Customer and Proximus for all aspects of the Service, including receiving, registering, coordinating and escalating Incidents, Changes and other requests. The Service Desk allocates the necessary resources correctly (first line, second line, experts) and communicates regularly with the Customer.

Proximus provides the Customer with centralized Service Desk Access via phone or portal. The Service Desk is only accessible to authorized Customer representatives (24x7) every day of the year via:

Service Desk Access	
Phone	0800 14888
Web	https://www.proximus.be/login

The Customer is informed of, accepts and gives his consent for calls originating from or made to Proximus Service Desk to be recorded in order to serve as proof in case of a contested commercial transaction. Calls to or from the Customer Service may also be listened in on or recorded for quality control purposes.

5.2 Incident Handling

The activities related to Incident handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident. Travel costs and patches/Updates are included in the Service fee provided that the intervention takes place in Belgium.

5.2.1 Remote Diagnostics

The main goal of Remote Diagnostics is to assess and analyze the reported Incident, determine the cause and validate the impact of the Incident – either verbally, or by accessing the Customer environment via a remote connection.

Proximus will take all necessary actions to pinpoint the cause of the Incident and location of the failing component. This includes identifying issues with configuration files and performance issues.

Remote Diagnostics allows Proximus to determine which actions should be taken to solve the Incident.

5.2.2 Remote Intervention

In case a workaround or permanent solution has been identified and provided that the Incident can be solved remotely, Proximus will start a remote intervention. This may include a field intervention in any location where the Solution element is located, except at the Customer Site.

5.2.3 On-site Intervention

In case an Incident cannot be solved remotely, an On-Site Intervention will be performed by Proximus at the Customer's Site, at a mutually agreed time.

5.3 Spare Part Handling

The activities related to Spare Part handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident by replacing a faulty part by a spare part of a Solution element. Shipping of spare part, the cost of the spare part and travel costs and are included in the Service fee provided that the intervention takes place in Belgium.

5.3.1 On-site Part Replacement

Proximus comes to the Customer's Site to deliver a spare part and replace the faulty part by the spare part. If applicable Proximus reinstalls the latest version of the Operating System (OS) and performs functional testing before closing the intervention. The faulty part is taken back by Proximus.

5.4 Configuration Handling

Within the limitation defined in this chapter, the Configuration Handling activities performed by Proximus under the Agreement aim to:

- Document the configuration of the solution element in scope
- Manage the configuration of the Solution elements in scope
- Backup the configuration of the Solution elements in scope
- Implement Changes on the configuration of the Solution elements in scope–
- Keep the Solution element in scope up to date

5.4.1 Configuration documentation

Proximus collects and documents up-to-date information about the configuration of the solution element in scope. This documentation is made available to Proximus only.

5.4.2 Access and Configuration Handling

This section defines configuration information held by Proximus related to the Solution element in scope of this service component.

5.4.2.1 Configuration Handling without Access Rights

Proximus makes use of planned, and in some cases automated, processes aimed at keeping the Solution element up-to-date and in good working order. In this regard, Proximus uses a secure and central management platform with access rights. To allow faster troubleshooting, all platform activity is recorded.

Proximus holds all administrator rights of the Solution element in scope. The Customer has no access or administration rights and is not authorized to make any Changes to the Solution element or the interfaces.

5.4.3 Configuration Backup

Proximus will use reasonable efforts to make regular backups of the Solution element configuration in scope and keeps them for restore purposes in case of Incident. Backups are available only to Proximus. The first backup is made during the implementation phase. The frequency of the back-ups is defined by Proximus in function of the frequency of changes of the configurations and in any case, a back-up will not be more frequent than every 24 hours. In particular, a real-time back-up is not implemented.

The backup performed by Proximus does not include backup of any other Customer's data.

5.4.4 Change Handling

5.4.4.1 Standard Changes

Change Handling aims at providing the Customer with the opportunity to request Standard Changes on the Solution element configuration during the Agreement.

The possible Standard Changes are:

- Increase the number of channels,
- addition or removal of number or number ranges,
- addition or removal of optional valued added services,
- change of the managed voice capacity QoS parameters.
- Change or modification of the voice CPE

These Standard Changes have to be requested in writing to Proximus by the Customer.

The Customer acknowledges that the implementation of Standard Changes might be associated with extra charges; and that in case of Simple Converged or Mutli Converged flavor, changes might lead to changes of the Data Connectivity at the Customer's charges. The implementation of these Changes does not change the duration of the Agreement.

5.4.5 Evolution Handling

The Customer acknowledges that the Service is based on technological means which may evolve over time. The Evolution handling defines how the Solution elements in scope may evolve during the Agreement.

5.4.5.1 Evolution of the Network

Proximus alone shall determine which technical means are necessary to provide the Service in compliance with the Agreement. In this regard, Proximus has a.o. no obligation to extend the Solution element in the scope or increase their capacity.

5.4.5.2 Update and Upgrade of the CPE

Proximus monitors the vendor notifications for new Upgrades and Updates of Software or Hardware. Proximus evaluates whether such Upgrade or Update would be needed to keep the Infrastructure in a good working state or improve the Service for the Customer. If this is the case Proximus will implement such an Upgrade or Update. Proximus has no obligation to implement each Upgrade and Update made available by the vendor. Upgrades or Updates and their implementation are included in the recurring service fee. They cannot be refused by the Customer.

6. Service Levels

This section describes the Service levels applicable in case of Close Care support. The Service Levels includes Service Level Objective (SLO) and Service Level Agreement (SLA). They are described in the tables below.

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6.1 Scope

The applicable Service Levels (SL) depend of the Service flavor. These Service levels cover:

- For all Flavors: the functioning of the VoIP Platform and the Voice CPE,
- For Standard and Excellence Flavors: the functioning of the Proximus Data Connectivity

These Service Levels are applicable when the implementation phase has been accepted by the Customer in compliancy with the General Terms and Conditions for Professional Customers, within the Service windows set out below.

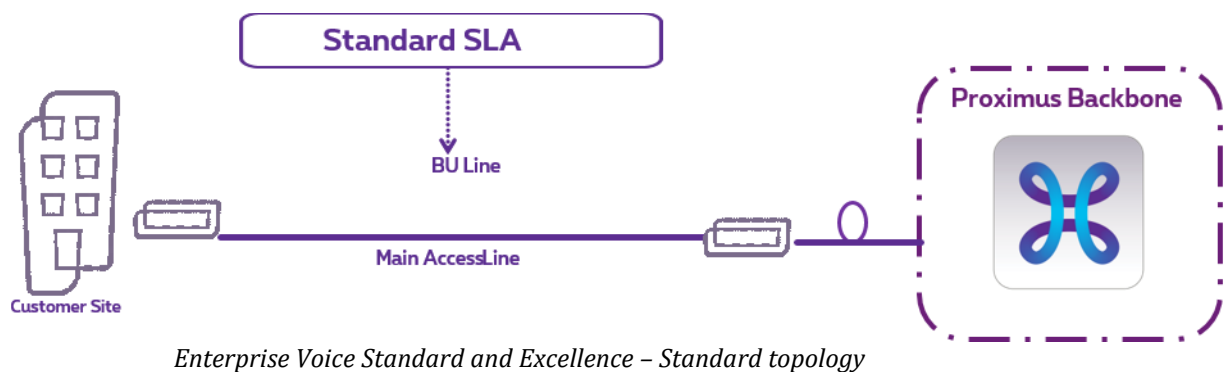
The Service Levels shall only apply to the Service described in this document and to Incidents for which Proximus is responsible. The following are excluded from the Service Level calculation (application of the “stop clock” principle):

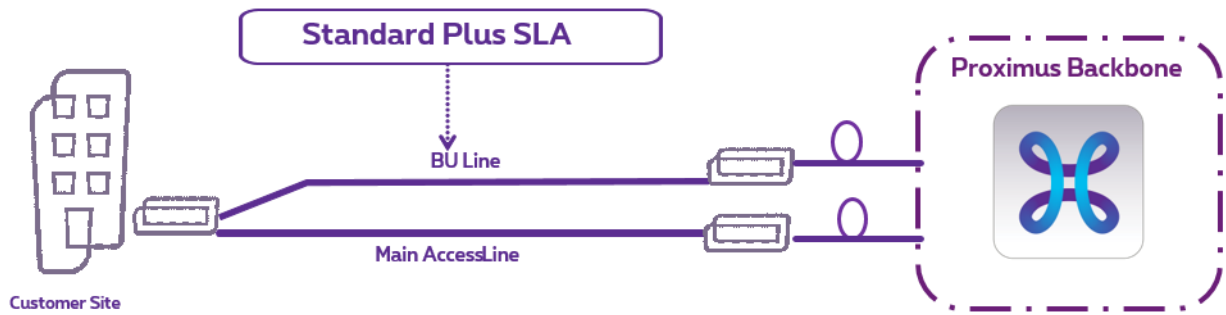
- Incidents, delays or events prohibiting Proximus from providing the Service due to the Customer, Force majeure event or to a third party,
- Incident due to Physical access line, the Data CPE and/or the Data connectivity in case of Simple Converged or Multi Converged Flavor,
- Time outside the Servicing Window
- Planned Works (including maintenance interruption)

No Service Levels are applicable for On-demand support.

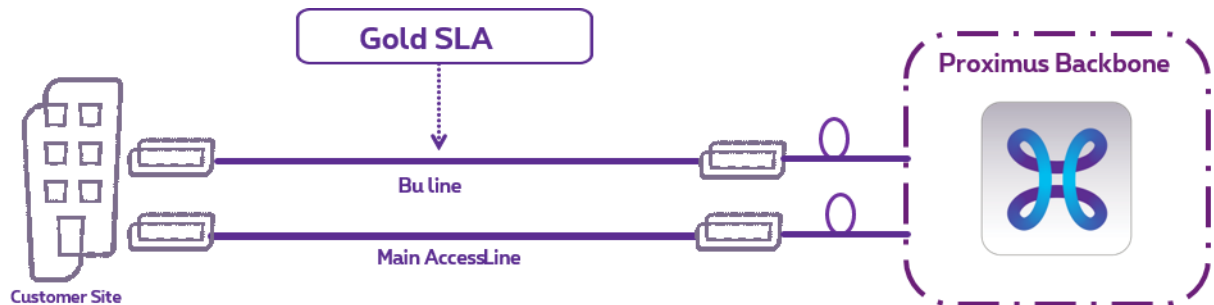
Per default, the applicable SL depends on the topology of the Customer’s Site:

- The Telephony Guaranty Pro is available on the Standard flavor and implies no specific requirement for the topology
- The Excellence standard SLA implies that the service is of the excellence flavor and the physical access of the type dedicated fiber and 1 router only.
- The Excellence Standard + SLA implies that the service is of the excellence flavor and the physical access is of 2 dedicated fibers and 1 router only.
- The Excellence Gold SLA implies that the Service is of the excellence flavor and the physical access of the type 2 redundant dedicated fibers and 2 Routers only.
- The Topology of the Converged flavor depends on the topology of the underlying data connection service and is not part of this service description it is a prerequisite subject to a separate contract.





Enterprise Voice Multi Excellence – Standard Plus topology



Enterprise Voice Multi Excellence –Gold topology

6.2 SLO and SLA

The SLO defines obligation of means (obligation de moyen/middelenverbintenis). In case of breach, no Service credit can be claimed.

The SLA defines obligation of result (obligation of résultat/resultaatsverbintenis). In case of breach the Customer is entitled to Service Credits listed in the table below from Proximus. Unless the Customer has subscribed to a Service Management Agreement, the Customer must claim these Service Credits itself, as Proximus does not provide them proactively.

In order for the Customer to receive a Service Level credit, the notification of the Service Level failure must be submitted in writing to Proximus within three (3) months after the end of the month during which such failure occurred. The Service credits are the sole remedy for any failure by Proximus to meet this SLA.

The Customer will not be eligible to receive Service Credits if (1) the Customer is in failure to pay its Proximus invoices related to this Agreement or another contract or (2) the Customer is in violation of the Agreement during the time of the Incident or event. If the Agreement expires or is terminated prior to the issuance of the Service Credit, the Service Credit will become void as of the date of the expiration or termination of the Agreement.

6.3 Service windows

Service levels are applicable within the selected Service window.

The Service Window is the timeframe during which Incident Handling activities are carried out.

<i>Service Window Name</i>	<i>Service Window Hours</i>
SLO	Mon-Fri 8:00 – 20:00 excl. Belgian holidays
Telephony Guarantee Pro – SLA	Mon-Fri 08:00-22:00 Sat 08:00-16:30 excl. Belgian holidays
Excellence Standard⁴ SLA	Mon-Sat 07:00-22:00 excl. Belgian holidays Optional Extended Intervention Window 24*7 Incl. Belgian Holidays
Excellence Standard Plus¹ SLA	24x7 incl. Belgian holidays
Excellence Gold SLA¹	24x7 incl. Belgian holidays

6.4 Incident Priority

In case the Customer detects an Incident, the Customer can contact the Service Desk. The Service desk will assign the Incident priority based on the impact of the Incident.

⁴ Available on dedicated Fiber Only

Priority definitions	
P1*	Service completely interrupted
P2	Service severely degraded (critical business functions) or backup active
P3	Limited impact (business processes can continue; e.g. brief interruptions, reduced performance, problems with some outgoing or incoming calls, reduced call quality, etc.)
P4	No impact/request for info

In case, after diagnosis, the impact of the Incident does not correspond with the impact mentioned by the Customer at ticket creation Proximus will correct the assigned Incident priority.

*P1 Incidents should be logged by contacting the Service desk by phone only.

6.5 Planned Maintenance window

In accordance with the General Terms and Conditions, Proximus will make maximum use of the following planned maintenance windows:

Period	Maintenance Window
Business Days	22:00 PM till 7:15 AM
No Business Days	22:00 PM till 6:00AM

In addition, when update or upgrade of the CPE can be performed remotely, whether for planned or unplanned maintenance activity, Proximus reserves the right to execute such update or upgrade at any time. Such modifications are made automatically and without warning. This activity may require the restart of the CPE, resulting in a temporary interruption of the Service.

When required by the General Terms and Conditions for Professional Customers, Proximus shall inform the Customer personally or by publishing a notice on the Self-Service portal.

6.6 Service Level Description

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6.6.1 Converged Flavor

The parameters of help desk availability, Incident Handling Window, Restoration time and applicable remedy applicable to the Service are defined in the Customer agreement for the Proximus Data Connectivity underlying the Service.

In the framework of this Agreement, Proximus is in no way liable for the proper functioning of the physical access line, the Data CPE and the Data Connectivity used by the Customer for his access to the Service. This provision also implies that Proximus is not liable for any failure of the Fixed telephony service resulting from problems attributable to the physical access line, the Data CPE or the Data Connectivity. Therefore, in case of an Incident caused by the physical access line, the Data CPE or the Data Connectivity problems, only the service credit for the Data Connectivity service will apply, no Service credit shall be granted under this Agreement

6.6.2 Standard and excellence Flavor

By Default, an SLO is provided to the Customer for these Service flavors.

As an option, the Customer may order the following SLA:

- The Telephony Guarantee Pro. This SLA is available on xDSL or GPON as Physical access line.
- Excellence Standard and Standard Plus. This SLA is available only on Dedicated Fibre as Physical access line.
- Excellence Gold. This SLA available only on Dedicated Fibre as physical access line.

These optional SLA are described in the table below.

Service Level	Service Level Definition	SLO	Telephony Guarantee Pro SLA	Excellence Standard SLA	Excellence Standard Plus SLA	Excellence Gold SLA
Service Restoration Time	The time between the creation and the resolution of an Incident on the Service, within the agreed Servicing Window and minus all time as a result of an event where the stop clock principle is applicable.	Same Business Day if the Incident is reported to Proximus before 3 p.m. If the Incident is reported to Proximus after 3 p.m., the Service will be restored on the next Business day. No Service Credit is applicable.	<i>5h for P1 incidents</i> <i>Service Credits:</i> <i>5% if >5h</i> <i>10% if >8h</i> <i>25% if >24h</i>	5h for P1 Incidents Service credits 5% if >5h 10% if >10h 25% if >24h	3h for P1 Incidents <i>Service Credits:</i> <i>5% if >3h</i> <i>10% if >6h</i> <i>25% if >24h</i>	2h for P1 Incidents <i>Service Credits:</i> <i>5% if >2h</i> <i>10% if >4h</i> <i>25% if >24h</i>
Service Availability	The service availability in percentage is computed as follows: $100 * (1 - \text{Net Service Downtime} / \text{Total Time (24x7)})$; where Net Service Downtime is the time during which a Service is not available during its Servicing Window as a result of a P1 minus all time as a result of an event where the stop clock principle is applicable, And where Total Time is the time period over which the Availability is calculated.	N.A.	N.A. Service Credits: 1,5% if < 99,9% 5% if < 99,7%	99,9% yearly Service Credits: 1,5% if < 99,9% 5% if < 99,7%	99,965% yearly <i>Service Credits:</i> <i>1,5% if < 99,965%</i> <i>5% if < 98,5%</i>	99,99% yearly <i>Service Credits:</i> <i>1,5% if < 99,99%</i> <i>5% if < 99,97%</i>

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7. Specific Terms and Conditions

7.1 General information

7.1.1. The General Terms and Conditions for Professional Customers together with this Contractual Service Description (including these Specific Terms and Conditions), the Order Form, the Contract Summary (in cases required by law), the Offer (if any) and the Price List constitute the “**Agreement**” between Proximus and the Customer. The Agreement sets out the rights and obligations of Proximus and Customers with regard to the provision of the Service.

7.1.2. In the context of this Agreement “Customer” means: a legal person or *de facto* association with more than nine (9) employees (calculated in accordance with articles 1:24 or 1:28 of the Belgian Companies and Associations Code).

7.1.3. It is recommended that you keep a copy of this Contractual Service Description.

7.1.4.. Definitions:

Termination point: point at which the Customer accesses Proximus’ public telecommunications infrastructure.

Demarcation point: point until which Proximus provides the Service.

7.2 Agreement procedure

Duration of the Agreement

7.2.1. Unless otherwise agreed between the Parties, the Agreement enters into effect on the date that Proximus activates the Service.

The Agreement is concluded for an Initial Term specified in the Agreement as from the activation of the Service.

At the end of the Initial Term, the Agreement shall be tacitly renewed for an indefinite Renewal Term. Should one Party not wish the Agreement to be automatically renewed for an indefinite Renewal Term, it must notify the other Party in writing at least thirty (30) Calendar Days before the end of the Initial Term.

Termination of the Agreement

7.2.2. In case the Initial Term was automatically renewed for an indefinite Renewal Term either Party can terminate the Agreement during the indefinite Renewal Term with thirty (30) Calendar Days prior written notice, except in case of number port out in which case the Agreement shall terminate immediately once the port out is effective (see art 3.4.1.3. above for more information on the number port out procedure).

7.2.3. The Customer shall remain liable with respect to Proximus for all amounts due to it until the termination of the Agreement.

7.2.4. At any time of the Agreement, the Customer shall have at least 2 channels and 1 number. Any request from the Customer to decrease the fixed numbers and/or the channels under this minimum shall equate to an early termination of the Agreement by the Customer.

7.2.5. In addition to the General Terms and Conditions for Professional Customers, Proximus is entitled, upon, prior notification, to restrict the provision of the Service to that of a minimum service when the Customer persists to fail to meet his payment obligations. The Customer shall then only have the possibility to call the emergency services and receive calls, except for calls paid by the recipient.

The full performance of the Service will resume once the Customer has complied with its obligations. Payment of Service fee remains applicable for the duration of the service limitation. Proximus reserves the right to also bill for Service reactivation charges.

Proximus is entitled to terminate unilaterally the Agreement without referral to the courts, by written notice if the Customer has not complied with his payment obligations within the timeframe indicated in the notification referred to in this article.

7.2.6. Complaints relating to an unjustified termination of Service must be lodged within five (5) Calendar days of the termination of Service. If the complaint is lodged after such period, the period between the fifth day and the day on which the complaint is lodged shall not be considered for the calculation of any compensation.

7.2.7. In addition to the General Terms and Conditions for Professional Customers, when the Customer transfers the Agreement and that the transferee is not domiciled or residing simultaneously at the same address than the transfer or, Proximus is entitled to request an extra fee. The Agreement may only be transferred to an address localized within the same geographical area.

Effects of termination

7.2.8. If the Customer prematurely terminates the Agreement during the Initial Term, an early termination fee shall be payable to Proximus amounting to the equivalent of all amounts that would have been due in case of execution of the Agreement until the end of the current agreement period. In case of partial termination by the Customer, the early termination fee shall be calculated pro rata. In addition, if the termination takes place during the implementation phase, costs suffered and works carried out by Proximus will be charged to the Customer.

7.3 Amendments to the Agreement

7.3.1. By deviation to the General Terms and Conditions for Professional Customers, Proximus reserves the right to amend the Agreement and the technical features of 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 the new conditions may, except in cases stipulated by law, terminate their Agreement without having to pay an early termination fee, by no later than the last day of the three (3) months period following the notification of the changes. In case of a rate increase, the Customer may, except in cases stipulated by law or the indexation foreseen

in this Agreement, terminate his Agreement without having to pay any early termination fee, by no later than the last day of the three (3) months period following the notification of the rate increase. Termination may be exercised by any written means.

For the sake of clarity, changes to the physical infrastructure and/or technology used to deliver the Service shall not be deemed an amendment to the Agreement or Service if the functionality of the Service remains unchanged or is improved for the same price following such changes.

Proximus reserves the right to adjust the prices twice per calendar year, in accordance with the Consumption Price Index and the following price adjustment formula:

$$P1 = PO \times (CPI 1 / CPI 0)$$

Where:

- P1 = the new price;
- PO = price applicable before the current indexation;
- CPI 0 = the Consumption Price Index applicable on (i) the date of the previous instance of indexation or (ii) the date one year before the current moment of indexation if no previous instance of indexation has occurred yet;
- CPI 1 = the Consumption Price Index applicable on the date of the current indexation.

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

If Proximus decides not to index its prices or certain price components at a given indexation occasion, this shall not be considered as a waiver of this right and Proximus explicitly reserves the right to adjust the prices or other price components accordingly at a future occasion of indexation.

7.4 Specific provisions per selected Flavor

7.4.1. When the Customer selects the Standard or Excellence Flavor, the followings are applicable:

- (1) The Physical access line (if needed for the applicable technology) is included in the Service
- (2) The termination of the Agreement will automatically lead to the end of the Physical access line
- (3) If the Customer does not have a connection to the Proximus network and the Customer asks Proximus to provide such a connection, Proximus shall draw up, as mentioned in the Implementation phase Chapter, an estimate of the work necessary for the purpose of satisfying the Customer's request and shall communicate it to him beforehand for approval. The amount to be paid by the Customer for the Physical access line installation is the 'set up fee for access line'.

7.4.2. When the Customer selects the Converged Flavor the following is applicable:

- (1) The Physical access line is not included in the Service. As a prerequisite, the Customer must have (1) subscribed, in a separate contract, to a compatible Proximus connectivity service or (2) received the approval of the holder of a compatible Proximus connectivity contract in order to use that connectivity for his telephone traffic. If this prerequisite is not met during full duration of the

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Agreement, the Service cannot be provided but the Agreement will not be terminated automatically;

- (2) The Customer acknowledges and accepts that its or a third party's use of the Physical access line may have an impact on the availability of the Service.
- (3) To ensure the proper functioning of the Service, the Customer must ensure that he himself or the data connectivity holder has the skills required for routing the volume of traffic. The Customer may be required to take measures specified by Proximus to this end. The same obligations apply if the Customer performs any act likely to result in the intensive use of the data connectivity, even if only on an occasional basis.
- (4) In the context of this Agreement, Proximus is in no way liable for the proper functioning of the Physical access line used by the Customer for his access to the Service. This implies that Proximus is not liable for any failure of the Service resulting from problems attributable to Physical access line and that failure of the Service resulting from problems attributable to the Physical access line is excluded from the Service Level calculation;
- (5) The termination of this Agreement for whatsoever reason will not automatically lead to the termination of the Proximus data connectivity contract. In the opposite, the termination of the Proximus data connectivity contract for whatsoever reason will automatically lead to the end of this Agreement;

7.5 Phone number

The Customer may not claim any right to require a specific phone number. The Customer may not claim any rights to the number that Proximus has allocated to him.

The Customer duly acknowledges the specific rules in each country related to the use of geographic numbers. The Customer is responsible to comply with them. Therefore, Proximus cannot be held responsible if the Customer does not comply with them. The Customer acknowledges that it is not authorized (i) to assign a geographic number pertaining to one particular area to a Customer that is physically located in another area, or (ii) to generate and/or use CLI's (Calling Line Identifications) which do not correspond to the Belgian number allocated to the Customer under this Agreement. In these cases, and without prejudice to Proximus' right to claim damages, Proximus is entitled to charge the Customer with all additional costs corresponding to the additional costs arising from the Customer's unauthorized use (a.o. additional cost charged by the foreign operators). Without prejudice the foregoing and the Emergency calls sections, the numbers assigned under this Agreement may be used in Nomadic way.

7.6 Malicious calls

A Customer receiving malicious calls can ask Proximus to identify the number from which the calls originated. Where it is technically feasible to identify the caller, Proximus will ask the holder of the number to stop making such calls. Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the latter's request, Proximus will provide details of the identity and address of the originator of the malicious calls, so that they may be communicated to the Customer.

7.7 Obligations of the Parties

7.7.1. Proximus' public telecommunications infrastructure, including the Terminal point, is owned by Proximus. Proximus provides protection in the same way as a prudent and reasonable person. It alone is authorized to perform maintenance, repair and development work.

Unless expressly mandated by Proximus for this purpose, the Customer shall be prohibited from modifying the public telecommunications infrastructure, including the Terminal point. He must act with due diligence with respect to any Proximus equipment located on the premises which he occupies, alone or jointly with others.

The Customer shall take care not to make or have a third party make a connection to the Proximus network or to use any equipment other than that provided for in the Agreement, including pirate decoders, cards or modem making it possible to access the Service.

The Customer may not disrupt traffic on the Proximus' network.

7.7.2. Only customer Terminal Equipment and PBX complying fully with the legal provisions and technical requirements specified by Proximus can be connected to the Proximus infrastructure. The Customer shall take all the necessary measures to prevent fraudulent access to Terminal Equipment, SBC and/or PBX.

The Customer shall make sure to connect only compatible customer Terminal Equipment and PBX that is in good working order to the network. As regards sending and receiving fax, in particular, the Customer must ensure that his Customer Terminal Equipment supports the G711 codec or the T38 codec but with a fall-back mechanism to the G711 codec. If any provision of this article is breached, Proximus can ask the Customer to disconnect the connected Customer Terminal Equipment or PBX, without prejudice to other measures set out in this Agreement. The Customer must bear any costs incurred by Proximus as a result of an infringement of this provision.

Except in case of Force majeure, in the event that Proximus makes changes to the technical characteristics of the Service that require the Customer Terminal Equipment, LAN, SBC or PBX to be replaced or modified, Proximus shall inform Customers at least 6 months in advance.

7.7.3. In compliancy with the General terms and conditions for Professional Customers, the Customer shall comply with the prerequisites mentioned in the documentation put at its disposal by Proximus and accepts that these prerequisites may change at any time without being regarded as an amendment to the Agreement.

In particular, the Customer understands and accepts Proximus cannot guarantee that the certification assigned to the IP-PBX and/or SBC models chosen by the Customer will be maintained for the full term of the Agreement (or, for example, there is no guarantee that a new software release of an IP-PBX previously certified shall also be certified by Proximus). The Customer accepts and acknowledges that he may have to switch to a different IP-PBX and/or SBC model during the Agreement, at his own expense, due to the evolution of the Service or because the IP-PBX and/or SBC no longer allows this interoperability.

7.7.4. As part of the Service, the Customer is able to access and use one or several online portals (herein after the 'Portal'). The Customer shall ensure that only authorized persons are granted such access. The Customer shall comply with any security or technical standards imposed from time to time by Proximus to connect with the Portal. Proximus cannot verify whether access requests and the use of the Portal are legitimate and declines any responsibility for any consequences resulting from fraudulent or erroneous access and use. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the authorized persons.

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The Customer shall not copy or use the Portal or any portion thereof (nor authorize or permit third parties, including any end users, to do so), except as expressly authorized by this Contractual Service Description; use the Portal on any unauthorized equipment or products; use the Portal in any way that may damage, impair or disable the operation of the Service; modify the Portal or create derivative works based on the Portal, reverse engineer or decompile, decrypt, disassemble or reduce the Portal to human-readable form, except as allowed by law; alter any proprietary notices or legends contained in or on the Portal ; use the Portal in breach of other parties' rights.

7.7.5. During the full term of the Agreement, the Customer must notify Proximus: Before carrying out any changes to his PBX (e.g. software updates, additional licenses, etc.) of any elements that could affect the Service, e.g. a change in his LAN, the addition of End users, etc

7.7.6. The maintenance activities covered by this Agreement are described in the Chapter Operational Phase. Replacement, repair or any other Proximus intervention is not included in the Service (however, if delivered, the intervention shall be invoiced separately at the current applicable rate) when (i) the Incident is due to any use or events outside the normal operating conditions of the affected Solution element, (ii) On-demand support is provided; (iii) support activities relating to Software and/or Hardware are not supported by the manufacturer any more, (iv) the Incident is due to:

- (a) external causes including but not limited to weather conditions, shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, poorly functioning sockets, storms, lightning strikes, floods, and all other causes alien to the Solution element, inappropriate environmental factors such as too high humidity, abnormal temperatures or an abnormally high amount of dust ;
- (b) use of Service or of the affected Solution element not authorized by the Agreement and any prescription given by Proximus;
- (c) the use with or connection of affected Solution element to items not approved by Proximus or the irregular operation of the item to which the Solution element is connected (item can be a hardware, software, a solution connected to the affected Solution element);
- (d) the performance (or the attempting) of maintenance, a move, a repair, a modification or a change to the affected Solution element by persons other than Proximus or as authorized by Proximus without the prior written consent of Proximus
- (e) damages during relocation, transportation or refurbishment not carried out by Proximus
- (f) negligence or fault (by act or omission) by the Customer or third parties
- (g) Change made by the Customer or a third party to the Customer's infrastructure underlying the Service.

7.7.7. Proximus guarantees that any measures it may take to avoid network congestion or over-congestion, will not lead to any differentiation between the users and/or the services. More information regarding the procedures applied by Proximus in order to avoid saturation of its network is available on Proximus internet site.

7.8 Payment and billing

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7.8.1 The set up fee for the Physical access line (if any) and activation fee will be billed to the Customer and as soon the Service is activated. The activation fee is calculated in accordance the Prices List.

7.8.2. As soon as the Service is activated, the recurring fee (for the selected flavor and for the fixed numbers) will be billed in advance on a monthly basis. In case of termination for whatsoever reason, the prepaid amount shall not be refund.

7.8.3. The communication charges not included in the recurring fee are billed on a monthly basis in compliance with the rate list mentioned in the Annexe of the Order Form.

7.8.4. The Customer is required to pay the communication charges which is determined by the Proximus registration system (or that of its supplier). The duration of a call is the time between that when the called party picks up or is reached via his voicemail and that when the caller hangs up or gives the end of communication signal. Each call to a premium rate service (0900, etc.) shall be limited to thirty minutes.

7.8.5. The Customer can consult free of charge the details of his last bill on the MyProximus application or website.

7.8.6. On simple request, Customer can obtain a more detailed version of their last bill (an "Itemized Bill"), free of charge. This Itemized Bill is sent to the billing address specified by the Customer.

7.9 Protection of personal data

Proximus acts as data processor for the personal data stored upon Customer's instruction in the framework of the phone mail option. Proximus acts as data controller for all other personal data processed by Proximus under this Agreement including with regard to the eventual list communicated by the Customer of fixed number to be included in the scope of the Agreement.

For the sake of clarity, it is specified that Proximus acts neither as data controller nor as data processor for the personal data included in the content of the communications transmitted during the provision of the Service.

7.10 Products

7.10.1 The Data and/or Voice CPE provided to the Customer under this Agreement are (are rented for the Agreement duration and are subject to the 'Rental of product' section of the General terms and conditions. Proximus alone is authorized to perform maintenance, repair and development work on the CPE.

7.10.2. At this end of the Agreement, if the Customer does not return the Products to Proximus in good condition, Proximus shall be entitled to invoice the Customer the charge mentioned in the Price list.

7.10.3. The configuration data of the Product shall remain the property of Proximus. The Customer shall only access the configuration data with the prior written consent of Proximus. If Proximus provides the configuration data to the Customer, where appropriate, this shall not be deemed to amount to the transfer or assignment of any intellectual property rights. The configuration data shall be deemed to be strictly

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Confidential Information belonging to Proximus. When the Agreement comes to an end, all configuration data shall be returned to Proximus.

7.10.4. The Customer shall insure the Proximus-owned Product installed on the site against all material damage, including but not limited to, machine breakage, electrical risks and water damage, by taking out a comprehensive “all risks except” policy. The Product shall be insured for an amount of 5000 EUR for the full term of the Agreement. In case of several Products, the Customer shall be compliant with this obligation for each Product.

7.10.5. For the purpose of technical upgrades, Proximus may temporarily or permanently replace all or part of the rented Product with equipment having at least the same functions and capacity, provided that Proximus notifies the Customer in advance and that this does not result in a price increase for the Customer.

7.10.6. If, during the course of the Agreement, the Customer opts for a replacement of the Product or if change made by the Customer involves a replacement of the Product (e.g. change of access technology), for whatever reason, the Customer will be liable to pay Proximus compensation for the costs borne by Proximus.