

**EBU Solutions** 

# Contractual Service Description Invoice Insights

Date **07/06/2017** 







## Table of contents

Ta	ble of contents	2
1.	Introduction	З
2.	Service Overview	4
3.	Functional Services	6
4.	Implementation Services	<u>S</u>
5.	Operational Services	11
6.	Service Levels	14
7.	Specific Terms and Conditions	18
An	nex 1 - Technical requirements	22





## 1 Introduction

The Invoice Insights service (hereafter called 'the Service' or the 'Application') is a web based application allowing the Customer to have an overview of its Invoices data related to the Proximus mobile services to which it has subscribed and to follow the evolution of these Invoices over time with reports .

The Service is available in 2 types of Subscription:

- Plus: allows overview of the Invoices related to the Proximus mobile services to which it has subscribed and following their evolution over time using Standard reports
- Advanced: allows the following of evolution of the Invoices related to the Proximus mobile services to which it has subscribed with advanced reporting and bulk management of Customer data on top of the functionalities provided in the Plus Subscription.

The Service is based on the following infrastructure element, called Solution element:

• the Invoice Insights Service Platform

This Solution element is owned and managed by Proximus.

The Service is accessed via the MyProximus for enterprises. Therefore, as prerequisite, the Customer has to create a valid MyProximus for enterprises account prior the access of the Customer to the Service and maintain such valid account for the Term of the Agreement.

The functionality of the Service described more in details in the 'Functional Service Description' Chapter whereas the support services ('Assist and Care Services') provided to the Customer during the implementation and the operational phases are described respectively in Chapter 'Implementation Phase' and 'Operational Phase'.



## 2. Service Overview

The Service is available in 2 type of Subscription. Each Subscription 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 for each Subscription in the tables below where 'DEF' means 'included by default', and 'OPT' means 'optional'.

Once the Subscription and options (if any) have been selected through the Order Form, the scope of this Agreement is defined. Adding or changing Service components will lead to a new Agreement.

## 21 Functional Service

Invoice Insights service	Service Components	Plus	Advanced
FUNCTIONAL SERVICE C	OMPONENTS		
Data available	Invoice download	DEF	DEF
	Billing data	DEF	DEF
	Call details	DEF	DEF
	Raw data	OPT	OPT
Reporting	Standard reports	DEF	DEF
	Advanced reports		DEF
Data Management	Manual management of reference data	DEF	DEF
	Bulk management of reference data		DEF



## 2.2 Assist and Care Services

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

## 2.2.1 Implementation phase

Assist Service Component	Solution element	Plus	Advanced
Configuration and Activation	Invoice Insights Service Platform	DEF	DEF
Basic training	Invoice Insights Service Platform		DEF
Consultancy	Invoice Insights Service Platform	OPT	OPT
Custom Training	Invoice Insights Service Platform	ОРТ	OPT

## 2.2.2 Operational Phase

Close Care Service Components	Solution element	Plus	Advanced
Service Desk Access	Invoice Insights Service Platform	DEF	DEF
Incident Handling	Invoice Insights Service Platform	DEF	DEF
Configuration Handling	Invoice Insights Service Platform	DEF	DEF
Evolution Handling	Invoice Insights Service Platform	DEF	DEF



## 3. Functional Components

The Service allows the Customer, via a web interface application, to consult and analyse the data relating to its Invoices of the Proximus mobile services to which the Customer has subscribed only. The Services does not allow the Customer to consult and analyse the data relating to other type of Proximus services.

The Service provides the Customer with reporting on data described above and allows the Customer to manage some data.

#### 3.1 Data available

The Service allows the Customer to access to the data relating to its Invoices of the Proximus mobile services to which the Customer has subscribed and this, for all Customer accounts mentioned in the Order From. Each billing accounts of this (these) Customer account are visible within the Application. Billing accounts added or removed are automatically added or removed from the Application.

The data described above become available after the closing of the invoicing period. It is therefore not possible to consult these data for an invoicing period that is not yet closed.

Once the Service is activated, the Customer has access to its historical data as from the Invoice of June 2017 (usage of May 2017) taking to account the maximum retention of period of each type of data such specified in this Section (see below).

#### 311 Invoice download

The Customer can access to and download a copy of its Invoices in PDF format for a period of 24 month. After this period, the data is removed from the Application.

The Service does not replace the deliverance of the legal Invoice via the paper or electronic format chosen by the Customer. It is an additional tool provided to the Customer to have an overview on its Invoices. That is why if the Customer has chosen the paper format to receive its Invoices, the electronic documents available through the Service shall be watermarked 'For information only'.

## 3.1.2 Billing data

The data mentioned on the Invoices of the Customer shall be also available in the Application (not in PDF format) for a period of 24 month. After this period, the data is removed from the Application.

## Contractual Service Description



#### 313 Call details

Call details contains the details of the voice calls, data sessions and SMSes.

These details (not necessarily mentioned in the Invoices) are available in the Application for a period of 12 month. After this period, the data is removed from the Application.

#### 3.1.4 Raw data

As an option, the Customer can request the access to the raw data of the Billing data and Call details.

The raw data contain the aforementioned billing data or call details in a generic format.

The availability of the raw data depends on the availability of the underlying data as described in the paragraphs describing Billing data and Call details.

The files are available for download for further processing by the Customer.

The raw data are provided as-is. Proximus takes no responsibility for the use of raw data or suitability of this use for a particular purpose.

Proximus reserves the right to make changes in the format of the raw data files to take into account the evolution of the Service.

## 3.2 Reporting

Customers subscribing to the Plus and Advanced Subscriptions shall have access to Standard reports. When the Customer has selected the Advanced Subscription, it has, in addition, access to the Advanced reports.

Reports issued under this Agreement are only related to data available in the Application such as defined in the Section Data available.

## 3.2.1 Standard reports

Standard reports are based on a predefined structure which cannot be modified by the Customer. They provide basic analysis on one single Invoice document and one single invoicing period.

No reports result is stored by Proximus inside the Application. If the Customer wishes to keep his reports, he has to download it on an external support.

## 3.2.2 Advanced reports

Advanced reports are based on a predefined structure which can be modified by the Customer. They allow to draw a report over several Invoice documents and several invoicing periods.



## Contractual Service Description

The modified reports templates can be saved into the Application and recalled for subsequent use by the Customer.

No reports result is stored by Proximus inside the Application. If the Customer wishes to keep his reports, he has to download it on an external support.

## 3.3 Data management

In all cases, the Customer has the possibility to manage his cost centres and reference data.

In addition, the Customer having an Advanced Subscription has the possibility to manage the reference data in bulk.

## 33.1 Manual management of reference data

The Service provides the Customer with a functionality to manually manage Customer-defined reference data

## 3.3.2 Bulk management of reference data

The Advanced version of the Service provides the Customer with a functionality to upload the references in bulk.



## 4. Implementation Services

## 4.1 Configuration and Activation

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 selected Subscription
- The selected options
- Name and coordinates of the Access Owner
- List of Customer account / Billing account under the Agreement

The Service entitles access to one single Access Owner. Should several Access Owner be needed, the Customer should place separate orders.

As soon as it receives the duly completed and signed Order Form (including the annexes), Proximus will start the implementation process.

#### 4.2 Assist Services

Only Proximus or its subcontractors are allowed to do the implementation. All implementation activities are performed during Business Hours.

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

- Configuration of the Solution element
- Association of the required Customer account with the Access Owner
- Activation of the Service
- Basic Training for Advanced Subscription

Once the Service is activated, the Service is considered to be available for the Customer.

The Basic training available in French, Dutch and English covers the following aspects in generic way:

- Navigation and structure of the Application and structure.
- Report generation
- Use of cost centres and custom references

The training session takes ½ Business days and is only available to the Customer's Employees of the Customer for a maximum of 6 trainees. Date and location of the training session are determined by mutual agreement of the Parties. The basic training should be requested by the customer within 6 month after ordering. The Basic training is subject to the same rules than the Custom Training (see below and specific terms and conditions).

## Contractual Service Description

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:

- Migration of historical data of the Customer relating to Proximus Invoices dated before June 2017
- Migration of historical data of the Customer relating to Invoices issued by other telecom operator

## 4.3 Optional Assists services

## 4.3.1 Consultancy

The Customer may subscribed to a Consultancy service regarding

- the use of standard features of the Application
- Design of custom reports
- the use of references and cost centre

#### 4.3.2 **Custom Training**

As an option for the Plus and Advanced Subscriptions, the Customer can order the Custom Training on the Service available in French, Dutch and English. The aspects covered during these training sessions are the same than during the Standard training but oriented to the Customer's situation.

The training session takes  $\frac{1}{2}$  business days and is only available to the Customer's Employees of the Customer for a maximum of 6 trainees.

Date and location of the training session are determined by mutual agreement of the Parties

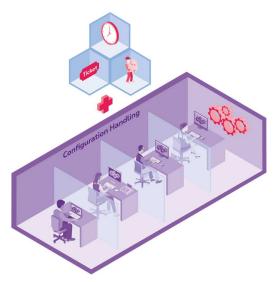
Insofar as courses are held on Proximus premises, Proximus will provide each trainee with a workstation that includes a PC and the documentation required in connection with the training. All other ancillary expenses (e.g. travel expenses) are the financial responsibility of the trainee.

When courses are to take place on the Customer's premises, the Customer agrees to provide the infrastructure required to run the course efficiently and effectively. This includes, but is not limited to, ensuring that the workstations and PCs, along with all the requisite online connections, work properly.

Where Proximus provides software for the training course, the Customer shall ensure that the software installed for this purpose is not made available to third parties. Said software may not be kept after the course for any reason whatsoever.



## 5. Operational Services



This section describes the support provided by Proximus as from the activation 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.

#### 5.1.1 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 (first line, second line, experts) and communicates 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.

## pro;;imus

## Contractual Service Description

## 5.1.2 Incident Handling

The activities related to Incident handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident. Patches/Updates are included in the Service fee.

#### 5.1.2.1 Remote Diagnostics

The main goal of Remote Diagnostics is to assess and analyse 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 error 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.

#### 5.1.2.2 Remote Intervention

In case a workaround or permanent solution has been identified and provided that the Software Incident can be solved remotely, Proximus will start a remote intervention in close collaboration with the Customer. The Customer is informed about the progress on a regular basis.

Proximus restores the configuration of the Solution element in scope to a working state based on the latest available backup.

## 5.13 Configuration Handling

The Configuration Handling activities performed by Proximus under the Agreement aim to, within the limitation defined in this section:

- 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
- Ensure the evolution of the Solution elements in scope

#### 5.13.1 Access and Configuration Handling

This section defines the access management rights held by Proximus and the Customer related the Solution element in scope of this service component.

## Contractual Service Description



#### 51311 Configuration Handling with Specific Access Rights

Proximus keeps up to date information about the Solution element and makes use of planned and in some cases automated processes aiming to keep the Solution element up to date.

Proximus performs actions aiming to keep the Solution element in scope working in good 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 is the holder of all administrator rights, on behalf of the Customer, of the Solution element in scope, even in case the Customer is owner of the Solution element. The Customer has specific access rights to make limited Changes. Authorized Customer representatives have access to this Solution element configuration via the same secure and central management platform with limited rights.

The Customer is entitled to make only the following changes to the Solution elements in scope:

- Create custom reports
- Modify, add and change of cost centres and references

Proximus shall not be liable for any consequences of any Changes made by the Customer or third parties.

#### 5.1.3.2 Configuration Backup

Proximus will use reasonable efforts to make regular backups of the Solution element configuration in scope, and make them available for restore purposes in case of Incident.

The first backup is made during the implementation phase.

Unless otherwise agreed in writing between parties, the backups are scheduled to be performed every 14 days and to run at night. The backup of the configuration is stored in a secure location managed by Proximus.

The backup is only available to Proximus.

## 5.1.4 **Evolution Handling**

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

#### 5.1.4.1 Service platform

Proximus alone shall determine which technical means are necessary to provide the Service in compliance with the Agreement.

In this regards, Proximus monitors the vendor notification for new Updates and Upgrades. Proximus evaluates at its own discretion to implement such Updates and Upgrades. Proximus has no obligation to implement each Update and Upgrade made available by the vendor and Proximus may implement some change regardless the notification of a new Update or Upgrade.

### Contractual Service Description



## **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.

## 6.1 Scope

Service Levels are applicable when the Service has been activated and the credentials are received, if any, 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.

Incidents, delays or events prohibiting Proximus from providing the Service due to the Customer, Force majeure event or to a third party, time outside the Support Service Window, connectivity problems, Planned Works (including maintenance interruption) are excluded from the calculation (application of the "stop clock" principle).

No Service Levels are applicable for On-demand support.

## 6.2 SLO and SLA

The SLO defines obligation of means (obligation de moyen/middelenverbintenis). Therefore, the breach of these SLO cannot be regarded as a material breach. 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 Support Service windows**

Service levels are applicable within the selected Support Service window.

The Support Service Window is the timeframe during which Incident handling activities are performed.

Support Service Window Name	Acronym	Applicable on	Support Service Window Hours
Standard Service Hours	SSH	Invoice Insights Service Platform	Monday-Friday 8:00-18:00

## 6.4 Incident Priority

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

Priority definitions				
P1*	Service completely interrupted			
P2	Service severely degraded (critical business functions) or backup active			
P3	Limited impact (business processes can continue)			
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.

#### 6.4.1 Maintenance windows

The maintenance or development of the Application/Service may require Proximus to restrict or temporarily suspend the Service. In that case, Proximus will (1) make maximum use of the Service's planned works window (23:00 - 6:00) and (2) limit the period of restriction or suspension to the time needed for the applicable interventions. In any case where planned maintenance works entail a Service interruption of more than 2 hours, regardless of whether these works take place within or outside the planned maintenance window, Proximus shall use reasonable efforts to notify the Customer by putting a maintenance notification page on the Support Portal. The planned works are not taken into account in the Service Level Agreement calculation, if any.

<sup>\*</sup>P1 Incidents should be logged by contacting the Service desk by phone only.



## 6.5 **Service Level Description**

SLA KPI	Definition	Applicable on	Target	Valid for	Service Credits
Incident Response Time	The time inside the agreed Support Service Window between the ticket creation and the start of the troubleshooting by Proximus, minus all time as a result of an event for which the stop-clock principle is applicable.	Remote Diagnostics For Invoice Insights Service Platform	1h	P1 Incidents	10% of the monthly recurring fee for each validated P1 Incident with breached SLA, with a max of 25% of the recurring fee*
Service Restoration Time	The Service restoration time is defined as the time between the creation and the resolution of an Incident on the Solution element, within the agreed Support Service Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote Intervention For Invoice Insights Service Platform	24 h	P1 Incidents	25% of the monthly recurring fee for each validated P1 Incident with breached SLA, with a max of 50% of the recurring fee*

<sup>\*</sup> The total amount of the Service credits granted to the Customer under this Agreement in connection with any of SLA in any calendar month will not exceed the recurring fees paid by Customer for the Service.





SLO KPI	Definition	Applicable on	Target	Valid for	Service Credits
Incident Ticket Creation Time	The time between the Incident notification (via the Service) and the creation of an Incident ticket in the ticketing system.	Service Desk Access For Invoice Insights Service Platform	15 minutes	P1 and P2 Incidents	none
Incident Response Time	The time inside the agreed Support Service Window between the ticket creation and the start of the troubleshooting by Proximus, minus all time as a result of an event for which the stop-clock principle is applicable.	Remote Diagnostics For Invoice Insights Service Platform	2h	P2 Incidents	None
Service Restoration Time	The Service restoration time is defined as the time between the creation and the resolution of an Incident on the Solution element, within the agreed Support Service Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote Intervention For Invoice Insights Service Platform	48h	P2 Incidents	None



## 7. Specific Terms and Conditions

- 7.1. These Specific Terms and Conditions complement the General Terms and Conditions for Professional Customers and this Contractual Service Description. They set out the rights and obligations of Proximus and the Customer with regard to the provision of the Service described in this document.
- 7.2. The access to the Application is made via the MyProximus for Enterprises Portal. The rules relating to the access to the Application, the management of the User Profiles and delegation rights are set out in the Customer's MyProximus contract and are not a part of this Agreement.

#### 7.1 Agreement procedure

- 7.1.1. By deviation from the General terms and conditions for Professional Customers, the Agreement is concluded for an indefinite period.
- 7.1.2. The Customer may terminate the Agreement in writing at any time, subject to 30 Calendar days' notice.

Proximus may terminate the Agreement, in writing, at any time subject to a 3 months' notice.

- 7.1.3. Without prejudice the General terms and conditions for Professional Customers, Proximus reserves the right to deactivate the Service without upfront notification or compensation when the Service has not been used by the Customer for 6 months. Proximus informs the Customer once the Service has been deactivated to the email address mentioned in the Registration Form of the MyProximus for Enterprises.
- 7.1.4. The Customer's data available through the Service (here after the 'Customer's data') will be deleted of the Application after the Service has been terminated, regardless of the reason therefor. Consequently, if the Customer wishes the return of its Customer's data, the Customer must take the necessary measures to export the available data before the termination of the Agreement and reinstall it on his own equipment or on the equipment of a third party at its own costs

#### 7.2 Rights and obligations of the Customer

- 7.2.1 The Customer is responsible for all usage or consultation of the data available via the Service that is not in line with these terms and conditions, for all abuse of this information and these data, and in general for all usage or consultation that is not in accordance with the prudent man principle.
- 7.2.2. The Customer cannot hold Proximus liable for claims from third parties (End Users and Affiliates included) in connection with the consultation and use of the data and information provided via the Service and/or the content of this data and information.
- 7.2.3. Customer shall duly and promptly report any Incidents concerning the Service and any technical or operational changes that may affect Proximus's provision of the Service. He must make sure, however, that the Incident is not caused by himself, his employees or his own equipment.

## Contractual Service Description

7.2.4. The maintenance activities covered by this Agreement are described in the Section Operational Phase. Replacement, repair of the affected Solution element or any other Proximus intervention is not included in the Service (and if performed, Proximus reserves the right to charge such intervention) when the Incident due to any use or events outside the normal operating conditions of the affected Solution element, nor 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 the affected Solution element not authorized by the Agreement and any prescription given by Proximus
- 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:
- 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 authorised by Proximus without the prior written consent of Proximus
- e) damages during relocation, transportation or refurbishment not carried out by Proximus
- f) Carelessness or negligence by the Customer or third parties in using or setting up Solution element (such as using too high voltage, spilling liquids, etc.);
- g) the failure of the Customer to respect his obligations as stipulated in this Agreement;

In addition, the following activities are not included in the Service: (i) On-demand support; (ii) support activities relating to Software and/or Hardware not any more supported by the manufacturer.

#### 7.3 Rights and obligations of Proximus

7.3.1 The invoicing data accessible via the Service are given for information purpose only. The Service does not replace the deliverance of the legal Invoice via the paper or electronic format chosen by the Customer.

7.3.2. In accordance with Article 110 §3 of the Law of 13 June 2005 on electronic communication, the data accessible via the Service will not include outgoing calls to toll-free numbers or to emergency services. In the event of any change in legislation, Proximus reserves the right to exclude from data accessible via the Service, without prior notification to the Customer, any outgoing calls to numbers that are excluded under the applicable legislation from the contents of the legal Invoice.

7.3.3. Proximus shall use its reasonable effort to implement technical and organizational measures to protect the Customer's data available through the Service (here after the 'Customer's data') against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing of the Customer's data.

But Proximus gives no guarantee on the ability of these measures to detect or protect against all viruses, unauthorised access and other security threats. Moreover, Proximus does not guarantee that these measures prevents the possibility of loss of or damage to Customer's data. Proximus is subject to an obligation of means in this respect.

In addition, Proximus is not liable for any damage incurred by the Customer or a third party (such as operating losses, loss of data, compromising of the confidentiality/integrity Customer's data etc.), attributable to the malfunctioning of the Service following an intentional or unintentional change made by the Customer or a third party, or a breach of the security system (fraudulent operation or attack) by any

## Contractual Service Description

person whatsoever (with the exception of Proximus employees). In case of Customer's fault or neglect, it shall hold Proximus harmless from claim, complaint or action by a third party (included the Customer's own customers, Users, or suppliers) in this respect.

- 7.3.4. Proximus excludes any guarantee that the availability to the Service shall be continuous, uninterrupted or error free nor, that the Service is suitable for Customer's particular business needs or expectations. Moreover, the Customer acknowledges and accepts that Proximus has no obligations other than those exhaustively enumerated in this Agreement.
- 7.3.5. Proximus is not liable for the time elapsed between a communication or transaction made by the Customer or its User and the moment that the communication or transaction data becomes accessible via the Service.
- 7.3.6. Proximus does not guarantee the accuracy and consistency of the data available via the Service and any other official document (such as Invoice) provided by Proximus to the Customer. In case of contradiction, the official document prevails.
- 7.3.7. Proximus cannot be held liable for any delays, malfunctions or other damage caused by the operations of the Customer, the access service to the Internet or the hardware or software that the Customer uses in relation to the Service, and in general due to circumstances or infrastructures that are not fully under the supervision of Proximus.

#### 7.4 **DOCUMENTS (other than Invoices)**

- 7.4.1. All documents (other than Invoice) prepared by Proximus in the framework of the Service are made in good faith on the basis of information available at the time. They are intended solely for the Customer for internal use only. They may not be used or relied upon by any third party without the prior written consent of Proximus.
- 7.4.2. If the Customer does not send Proximus any written objections within five (5) Business days of the date of the availability of the document, the latter will be deemed to have been definitively and irrevocably accepted by the Customer. Such notice must set forth in detail in what way the document fails to satisfy the level of performance required. The Parties shall use all reasonable efforts to remedy all reported and acknowledged problems.
- 7.5.3. The Service may include advice and recommendations. Proximus uses all reasonable skill and care in the preparation of such advice and recommendations but the Customer acknowledges that all decisions in connection with the implementation of such advice or recommendations shall be its own responsibility. Proximus cannot be held liable for the results that the Customer obtains in following Proximus's advice and recommendations nor for any loss or damage incurred as a result of or in relation to the Customer's reliance on such advice or recommendations.

## Contractual Service Description

#### 7.5 **Training**

7.5.1. Proximus is entitled to modify the content of the course, provided that the objective of the course is not adversely affected. Subject to giving reasonable notice, Proximus may also change the dates, time(s) and location(s) of the courses agreed between the Parties. In case the instructor is ill, Proximus is entitled to cancel the training course at any time, without being liable for any compensation.

7.5.2. The Customer may cancel his course at any time by providing written notice to that effect. On condition that the cancellation is made no later than five (5) Business days before the beginning of the course, there are no charges to pay. If the cancellation is made less than five (5) Business days before the beginning of the course, the Customer will be required to pay the full training fee. If the Customer simply wishes to change the date of a course, he will be required to pay 50% of the training fee as compensation if he submits such a request for change less the five (5) Business days before the beginning of the course.

7.5.3. The Customer acknowledges that it is strictly prohibited to reproduce the training documentation and/or training software. It is also strictly prohibited to make the documentation or software available to third parties in any form whatsoever.

#### 76 Protection of Personal data

7.6.1 Proximus shall act as data processor:

- when the Customer is processing personal data such as Reference Data in the Service;
- when the Customer is processing personal data when making use of the Service for its own reporting purposes.

In these cases the Customer shall act as a Data Controller with regard to such processing of personal data.

7.6.2 Proximus shall act as data controller for the personal data generated by the Customer's use of the Mobile Services and the Service.

#### 7.7 Payment and billing

- 7.7.1 The one-time fee for the consultancy and/or training will be billed to the Customer once performed.
- 7.7.2. As soon as the Service is activated, the recurring fee will be billed to the Customer on a monthly basis, in arrears. Each month that has begun will be charged according to a prorata.
- 7.7.3. The amount to be billed monthly will be based on the number of Access Owner of the Customer and the number of Customer ID.



## Annex 1 - Technical requirements

For security reasons the access to the Service is limited to SSL compatible browsers

Invoice Insights is a web-based application. All technical requirements to use such applications (connectivity, conformance to protocols, web browser software) should be checked by the Customer before he can make use of it.

The latest versions of the following browsers are supported:

- Internet Explorer 11
- Microsoft Edge
- Google Chrome
- Firefox
- Apple Safari