

1. DEFINITIONS

- 1.1. Service: Mobile Coverage Extender and Mobile Coverage Extender Pro;
- 1.2. Equipment: the device or CPE (=customer premises equipment) and other equipment required for the Service to function.
- 1.3. Users: people benefitting from the additional coverage offered by the Service.

2. THE AGREEMENT

- 2.1. The Service is described in the commercial offer (hereafter referred to as "the Offer").
- 2.2. The Service is available as an ancillary, non-substantial option for customers who have concluded a contract with Proximus PLC under Belgian Public Law (hereafter referred to as "Proximus") for a fixed Internet service, as mentioned in the Offer (hereafter referred to as "Main Service").

These General Terms and Conditions of the Main Service also apply to the Service, more specifically with regard to liability, the use of the Content on the Internet, the sending of e-mails, billing, payment, dispute settlement, and the collection and use of personal data. The Terms and Conditions of the Main Service can be found on www.proximus.be.

- 2.3. The General Terms and Conditions of the Service supplement the General Terms and Conditions of the Main Service.
- 2.4. The agreement relating to the Service (hereafter referred to as "the Agreement") consists of the Offer, the General Terms and Conditions of the Service and the General Terms and Conditions of the Main Service.
- 2.5. In the event of a discrepancy between the documents cited above, the General Terms and Conditions of the Service shall take precedence.

3. SERVICE DESCRIPTION

- 3.1. The mobile service, as described in the Offer, consists of:
 - (1) the rental of the Equipment;
 - (2) the offer of an extension of Proximus' public mobile 3G network in the customer's building, so Users benefit from better mobile coverage (voice and data). Proximus does not provide any guarantees with regard to the coverage of the Service as this is influenced by external and other factors (such as structure, layout of the building, building materials used, etc.).
- 3.2. The Service is an option on Proximus' fixed Internet service. For the Mobile Coverage Extender service, the customer must have ADSL, VDSL or Fiber Internet through Proximus and a Proximus modem. For the Mobile Coverage Extender PRO service, the customer must have VDSL or Fiber Internet through Proximus and a Proximus modem. The Mobile Coverage Extender PRO service is not compatible with Internet Start.

3.3. The maximum theoretical bandwidth that the Service can provide to one user is 15 Mbps. External environmental factors and the available bandwidth of the Internet line for the Service may affect this speed.

4. DURATION, TERMINATION AND SUSPENSION OF THE AGREEMENT

4.1. The Agreement enters into effect as soon as the Service is activated. In case a Proximus technician carries out the installation, the Customer will receive written confirmation of the Service activation date. In case the Customer carries out the installation, the Service will be activated automatically about 10 minutes after the Customer has gone through all the steps of the installation procedure. The Customer will not receive any additional confirmation of activation. The Customer will not receive any compensation if this time frame is not respected.

4.2. The Agreement is concluded for an indefinite term.

4.3. The Customer can terminate the Agreement in writing at all times. Proximus will send the Customer written confirmation of the termination date, taking into account the technical provisions.

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

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

4.6. The Agreement will be automatically suspended or terminated on the day that the agreement relating to the Main Service is suspended or terminated. In case the Service is suspended or terminated, the agreement relating to the Main Service will remain applicable without change.

4.7. The Agreement will be automatically terminated in case the Main Service is moved or transferred or in case the Main Service is replaced by a fixed Internet service that is not compatible with the Service. In such cases Proximus will not send the Customer any notification.

4.8. At the end of the contract, regardless of the reason for it ending, the Customer shall return the Equipment (in its original packaging or in other packaging that provides the same protection) within 15 working days to a Proximus point-of-sale or a Kiala point. If, for whatever reason, the Equipment has not been returned within said 15 working days of the end of the contract, Proximus reserves the right to claim the payment of a penalty of EUR 99 for the Mobile Coverage Extender and EUR 726 for the Mobile Coverage Extender PRO increased with a penalty of EUR 5 per day of non-return as from the 15th working day. Proximus reserves the right to demand compensation should the returned Equipment show signs of damage that is not covered by the technical assistance.

5. AMENDMENTS TO THE TERMS AND CONDITIONS OF THE AGREEMENT

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

6. RENTAL OF EQUIPMENT

6.1. Proximus is the owner of the Equipment and shall remain the owner of all intellectual property rights relating to any patents, drawings, models or software (including firmware).

6.2. The Equipment is made available to the Customer for the duration of the Contract.

The Customer is not under any circumstances authorized to transfer the Equipment, modify it, sell it, (sub)lease it, lend it out, offer it as a security or make it available to a third party in any way whatsoever without the prior written consent of Proximus.

6.3. The Customer undertakes to use and maintain the Equipment with due diligence, to maintain it in perfect order and to only use it at the installation address.

6.4. The Customer shall be liable for any loss, damage, deterioration or destruction (regardless of the cause) of the Equipment, theft of the Equipment and/or any damage caused by the Equipment (unless such loss or damage is attributable to a deliberate or gross error [in particular a breach of its substantial obligations] by Proximus or its employees).

6.5. The Customer shall notify Proximus immediately of any problem with the Equipment.

6.6. If the Equipment is installed in a room that is not the Customer's property, the Customer undertakes to notify the owner by registered letter of Proximus property right, before the Equipment is installed.

6.7. In the event of seizure, or any other claim that a third party may assert on the rights to the Equipment, the Customer shall oppose this and inform Proximus immediately to enable the latter to safeguard its rights.

6.8. At the end of the Contract, regardless of the reason for it ending, the Customer shall return the Equipment to Proximus in good condition and at his expense, as per Article. 4.7. Proximus is not required to bear the cost of restoring the premises to their original state should this be necessary after the Equipment has been uninstalled under normal conditions.

6.9. The Customer is granted a basic, non-exclusive and non-transferrable right to use this software or any other software supplied separately. The Customer hereby explicitly acknowledges that all such software contains technical and confidential data which are the property of Proximus or its supplier. The Customer undertakes not to duplicate, copy, or erase the software and to respect its confidential nature. Any software supplied may also be subject to the general terms and conditions of delivery or those set out in a licensing contract.

RIGHTS AND OBLIGATIONS OF THE CUSTOMER

7.1. Where the Customer performs the installation, the Customer shall install the Equipment on the basis of the technical provisions mentioned in the installation guide of the relevant Service Flavor.

7.2. The Customer shall use the Equipment only on the Internet line on which the Service was ordered and activated originally and at the original installation address. Any move and/or transfer onto another Internet line and/or to another address requires the prior approval of Proximus.

7.3. The Customer undertakes to use the Service with due diligence for its intended purpose and to maintain it in perfect order.

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

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

7.6. The Customer must report any malfunction as soon as it is discovered.

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

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

7.9. Except in cases expressly specified in this Agreement, the Customer shall not use the Service on any unauthorized equipment or products; damage, impair or alter the Service; use the Service as a basis to create derivative works, restore the Service or connect it on other Internet lines. The Customer shall not alter any markings or proprietary designations on or in the Service.

7.10. The Customer shall hold Proximus harmless against any claim resulting from use of the Service which is not in accordance with Article 7 and shall also pay Proximus any ensuing damages.

7.11. From the moment that the contract enters into effect, and for the full contract term, the customer, in his capacity as custodian, is and shall remain liable for any damage caused by the Service (unless such damage is attributable to a deliberate or gross error [in particular a breach of its substantial obligations] by Proximus or its employees).

RIGHTS AND OBLIGATIONS OF PROXIMUS

8.1. Proximus is bound only by an obligation as to means and will take the necessary measures to ensure the smooth operation of the Service within the area covered by the Equipment. Proximus

alone determines what technical means are necessary to obtain access to the Service under the most favorable conditions.

8.2. However, Proximus does not provide any guarantees, explicit or implicit, on the ability of the Service to meet the Customer's expectations or needs, or on the flawless or uninterrupted operation of the Service.

The Service can be disrupted by, inter alia, an external source or obstacles inherent to buildings, vegetation or terrain. The quality of the Service also depends on the quality of the User's device.

Calls in progress may potentially be interrupted when the User enters or leaves the Equipment's area of coverage.

8.3. In the event of congestion of the mobile data network and in order to prevent network saturation or super saturation, Proximus may be obliged to slow down certain types of data streams. More information about the procedures applied by Proximus in order to avoid saturation or super saturation of its mobile network is available on our Internet site.

8.4. Proximus establishes security procedures for the network. However, Proximus does not guarantee that these security procedures will prevent loss or damage of transported data or unauthorized access to such data.

8.5. In the event that the Equipment functions poorly or ceases to function, Proximus will maintain the Equipment remotely or on-site (only where necessary) and repair and/or replace faulty parts if necessary, provided that the disruption occurred during normal use and the Customer treated the Equipment with due diligence. Proximus undertakes to make every effort to ensure that repairs and/or replacements are made as quickly as possible.

The following are explicitly excluded from the maintenance services:

- the activation and/or renewal of parts of the Equipment that have become faulty as a result of external causes (such as vibrations, humidity, outages of the power network, machinery, strikes, fire, thunderstorms, theft, force majeure, attacks, storms, hail, pressure from snow or ice, glass breakage);
- service restoration following changes to the cabling or the Customer's LAN;
- the relocation, at the Customer's request, of one of the Equipment parts;
- the relocation of the modem in the Customer's building;
- work on the cabling in the Customer's building.

The Customer may be asked to go to a Kiala point designated by Proximus or to a Proximus point-of-sale to return the defective Equipment and/or to retrieve the repaired Equipment or its replacement.

Proximus will only go on-site if it considers this necessary or if the Customer explicitly requests this. Interventions on the Customer's site must be paid for and are carried out as standard on weekdays between 8 a.m. and 5 p.m. A surcharge will be added for any interventions outside office hours. If a remote intervention cannot be carried out for reasons

attributable to the Customer, he will be billed for the call-out charges for any ensuing on-site intervention.

8.6. Proximus declines any liability for any direct or indirect damage whatsoever caused by the Software delivered with or installed in the Equipment.

8.7. Proximus cannot be held liable for any changes in the law or in standards, regulations or directives, national or international, which may prevent the Service from being used for its intended purpose.

8.8. In general, Proximus can only be held liable in the event of intentional or serious misconduct (notably a breach of its material obligations) on its part or on the part of its employees. Proximus' liability shall be limited to compensation for damage suffered by the Customer that was foreseeable, direct, personal and certain. This shall not include redress for any indirect or immaterial damage, such as additional expense, loss of income, loss of profits, loss of customers, loss of or damage to data or loss of contracts.

8.9. Without prejudice to the mandatory legal provisions, in all cases where Proximus may be held liable, its liability vis-à-vis the Customer shall be limited to EUR 5,000.

9. PAYMENT AND BILLING

9.1. If the Customer has opted to perform the installation himself, the Service fee will be charged as from when the Equipment is delivered, regardless of the date on which the Customer installs the Equipment. Where the installation for MCE PRO is performed by a Proximus technician, the billing will start on the installation date.

9.2. The Customer will be billed a sum for any unnecessary on-site intervention attributable to him, based on the unit prices mentioned in the Price List, which can be found on the website.

9.3. The various guarantees laid down in this Agreement exclude, within the limits authorized by law, all other guarantees relating to the Service.

10. INTELLECTUAL RIGHTS AND TRADEMARKS

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

10.2. All trademarks, service marks, commercial names, logos or other words or symbols referring to the Products and/or Services or to Proximus' commercial activities in general (hereafter referred to as the "Trademarks") are and shall remain the exclusive property of Proximus or of its subsidiaries or suppliers. The Customer shall not commit any act which would jeopardize these property rights, nor acquire any right to these Trademarks, unless otherwise stipulated in the Agreement. The Customer shall not remove the labels, tags or other distinctive signs affixed to the Product by Proximus or its suppliers.

11. SUBMISSION OF PROOF

Where the Agreement is concluded by electronic means, it shall have the same legal value as an Agreement signed on paper.