

## Definitions

Office hours: Monday to Friday from 8:00 a.m. to 4:30 p.m.

## Article 1 - General

1.1. This document establishes all rights and obligations of Proximus public limited company of Belgian Public Law thereafter as to "Proximus" and its customers in respect of the renting of a Proximus telephone exchange installed by Proximus or its subcontractor (hereinafter referred to as "telephone exchange" or "exchange"), including all accessories, options and applications.

These General Terms and Conditions shall take precedence over any general terms and conditions established by the customer.

1.2. Proximus reserves the right to change these General Terms and Conditions.

Proximus shall inform all customers concerned of any such changes by all appropriate means. If the change relates to these General Terms and Conditions or to a rate, notification shall take place at least one month prior to the date on which the change takes effect.

The publishing of a notice on a Proximus website and an enclosure with a bill shall be deemed to constitute appropriate means.

1.3. Customers who do not accept a change to the General Terms and Conditions or rates shall have a maximum of fifteen calendar days following notification thereof in which to cancel the contract in accordance with Article 10 hereunder.

## Article 2 – Connection to the Proximus public telephone network

The public telephone network shall be deemed to end at the connection point, i.e., the Customer's telephone socket or connection box. Everything that comes after the connection point shall not belong to the public network of Proximus and shall therefore be the Customer's responsibility.

## Article 3 - Delivery and installation

3.1. The telephone exchange shall be delivered and installed by Proximus (or one of its certified subcontractors) at the rates indicated in the order form.

3.2. The delivery and installation procedures shall be indicated in the contract. If no specific procedure is given, installation shall be limited to:

- a. the installation of the telephone exchange;
- b. connection of the telephone exchange to the distribution frame;
- c. the installation and connection of the equipment to the requisite wall sockets;
- d. the connection and activation of the additional applications, accessories and options as mentioned on the order form;
- e. the configuration and activation of the telephone exchange and the equipment;
- f. installation and configuration of the data applications.

The cost of internal cabling and the eventual installation of the distribution frame is not included in the installation and will be billed to the Customer at the rates then in effect.

3.3. Proximus is only obliged to perform additional work if agreed to in writing beforehand. Any additional work or later change performed by Proximus or its subcontractor will be billed to the Customer at the rate then in effect, together with any call-out charges. Any later change shall follow the rental mode, if available for this part.

3.4. Installation and configuration of the telephone exchange shall only be performed by Proximus or its subcontractor. The same shall apply to the direct connection of options, telephones and other peripheral equipment to the telephone exchange.

3.5. Installation work will be carried out during office hours. The Customer may ask for a quote for any services he/she wants to be

performed outside these hours. The Customer shall guarantee access to the telephone exchange at all times to Proximus and/or its subcontractor.

3.6. The services provided shall relate solely to the installation described in the contract. Any element not explicitly mentioned therein shall not be covered.

3.7. On receipt of the telephone exchange, the customer shall check that the material delivered by Proximus complies with what is described in the order form. If the Customer does not lodge any objections with Proximus by registered letter within three working days of delivery, he/she will be deemed, ipso jure, to have definitively, irrevocably and unconditionally accepted the telephone exchange. When the telephone exchange is brought into service, the Customer shall have the same time span for objections as regards installation and activation.

3.8. The Customer shall ensure that the telephone exchange is installed in a location that allows for rational layout and normal conditions for installation, use and maintenance. Proximus or its subcontractor may ask for another location if the proposed location isn't suitable. The Customer shall bear the costs of installing the electrical connections and/or grounding necessary to operate the telephone exchange at the locations indicated by Proximus. In this regard, the Customer shall also ensure compliance with the provisions of the Belgian Electrotechnical Committee.

3.9. The Customer shall provide the necessary software and computer hardware connections (availability of a connection point to the Customer LAN, a fixed IP address, etc.) required for the telephone exchange and its applications to operate.

If at the installation it appears that a telephone exchange application doesn't function properly, Proximus or its subcontractor may proceed to the formatting of the PC and the re-installation of the basic operating system and the telephone exchange application. Should the Customer prevent this, Proximus shall not be liable for the malfunctioning of the telephone exchange (application).

3.10. In the case of data integration and applications, the network administrator shall be present during installation.

3.11. The Customer shall make a backup of his/her whole system (including each PC on which software needs to be installed) before installation and shall take the necessary steps to ensure that his/her software is compatible with that of Proximus, particularly with regard to virus protection systems.

## Article 4 - Conclusion, effective date and term of the contract

4.1. The Agreement shall be concluded for a fixed term (the agreed number of years) indicated in the contract and/or bill as from the date on which the telephone exchange is activated. The corresponding rental fees shall be indicated on the order form.

4.2. At the end of the initial period (specified in Article 4.1), the contract shall be tacitly renewable for successive periods of one year, insofar as notice of termination is not served by either party by recommended letter at least three months before the anniversary date.

4.3. A transfer of location of a telephone exchange shall have no impact on the term of the agreement. In addition, the Customer shall bear all the costs related to the disconnecting and activation on the new site.

4.4. Without prejudice to the renunciation right of the consumer in the framework of the trade practices legislation, Proximus reserves the right to impose a fixed penalty for breach of contract, ipso jure and without notice being served, in the event that the Customer cancels, in full or in part, an order before installation. The penalty shall amount to twenty percent of the total amount of the order cancelled.

## Article 5 - Maintenance

5.1. The maintenance service covered by this contract shall consist of the diagnosis, localization and repair of the disruption, the replacement of any faulty elements of the telephone exchange and the update of software, provided that the disruption occurs during normal use and that the Customer has acted with due diligence. The updating of software shall not include: new software versions with added features (e.g., support of an additional protocol) or new functions.

5.2. The maintenance services provided shall relate solely to the telephone exchange (the equipment) described in the contract and shall cover:

- the central unit;
- equipment that comes with the telephone exchange;
- applications defined as telephone exchange applications.

The following shall therefore not be part of the telephone exchange:

- cordless telephones which aren't proper to the telephone exchange;
- analogue devices;
- fax machines;
- modems not used in a telephone exchange application;
- telephone answering machines.

5.3. The following shall be explicitly excluded from the maintenance services referred to in Article 5.1: preventative maintenance, including the following:

- repair and/or renewal of equipment that has become defective as a result of external causes, such as: vibrations, excessive humidity, deficiencies or disruptions of the power supply, telecommunication networks managed by third parties or other equipment not covered by the contract, chemical vapors, waves and radiation, improper handling, strikes, industrial conflict, fire and related risks, storms, lightning, theft, force majeure, acts of terrorism and attacks, water damage, floods, natural disasters, tempests, hail, pressure from snow or ice, broken glass;
- work involving the replacement of consumables, such as: paper, ink, ribbon, magnetic media (tapes, diskettes, etc.), optical media (drives, CDs, etc.), batteries and accumulators;
- repair and replacement of loose parts (cords, wires, plugs, antennas, etc.) and the supply of cleaning products;
- services to be performed, at the Customer's request, outside of working hours;
- services related to initial inspection and, if necessary, reactivation in the event that the Customer takes over an existing telephone exchange;
- services relating to the reactivation of a telephone exchange following a change performed by a third party who is not approved by Proximus;
- services relating to a change or update of a telephone exchange that is made necessary by a public network operator or service provider or services imposed by the BIPT (Belgian Institute of Postal Services and Telecommunications) and/or national and/or European public authorities;
- services relating to the change or update of a telephone exchange due to external causes for which the manufacturer and/or Proximus or its subcontractor cannot be held liable.
- Reconfiguration undertaken at the request of the Customer after one month of installation.

5.4. Unless agreed otherwise with the customer, Proximus or its subcontractor shall begin maintenance no later than the working day following that on which the Proximus technical service is informed of the service disruption by the Customer or his/her. The telephone numbers of the services are listed in the telephone directory information pages. Proximus will also communicate these numbers to the Customer on request.

5.5. Proximus shall make every endeavor to ensure that the repair and/or replacement are carried out as quickly as possible. Proximus or its subcontractor shall have sole discretion as to the technical means used for the maintenance work.

5.6. The services covered by the maintenance contract shall be performed by Proximus or its subcontractor onsite or remotely from the premises of Proximus or its subcontractor during office hours.

5.7. Proximus or its subcontractor will only carry out repair work after office hours upon request at the rates and under the conditions then in effect. The Customer may ask for a quote for any services he/she wants to be performed outside office hours.

5.8. The Customer shall guarantee access to the telephone exchange at all times to Proximus and/or its subcontractor.

The Customer shall make all due means available to Proximus and/or its subcontractor to enable them to access all the parts of the telephone exchange.

5.9. The Customer shall be responsible for management and administration of data applications at user and administrator levels and shall provide Proximus with the necessary information about any data application adjustments that may have caused a service disruption.

5.10. Proximus shall not be liable for any delay or shortcomings in providing the service insofar as these are attributable to facts or circumstances that are beyond its control, unforeseen and could not be avoided, such as acts of war, riots, disturbances, civil unrest, actions on the part of civil or military authorities, embargoes, strikes or industrial conflicts (including those involving its employees), lock-outs, floods, prolonged frost, fires or storms, any breach of contract by a supplier and any stock shortages experienced by a Proximus supplier.

5.11. If the remote intervention wasn't possible due to the customer, call out charges for the on site intervention will be billed.

## Article 6 - Changes to the telephone exchange

6.1. Any change to the telephone exchange covered by the contract will be set out in a new contract.

6.2. Any changes to the telephone exchange shall, without exception, be carried out by Proximus or its subcontractor

6.3. A "change" to the telephone exchange shall mean:

- any extension or reduction of its capacity;
- any change in location or transfer of ownership;
- any replacement or adjustment, in part or in full, of any kind whatsoever.

6.4. Each change to the material of the telephone exchange shall be billed in rental mode, if available for this part.

## Article 7 - Rental fees – billing and payment

7.1. The rental fees shall cover only those services specified in Article 5.1.

7.2. The rental fees shall not cover preventive maintenance or the costs related to the services mentioned in Article 5.3. Such services shall be billed separately.

The following shall likewise not be included in the rental fees: fees, taxes and costs, such as:

- any charges that may be owed to public network operators and/or the BIPT or any other public institutions;
- charges relating to the use of electric power;
- levies of any type whatsoever;
- carriage costs for equipment sent to Proximus or its subcontractor for repair;
- costs resulting from damage or loss due to the transport of small equipment delivered to Proximus or its subcontractor by the Customer.

7.3. The rental fees shall be paid in advance every month or every two months (at the customer's choice). All amounts due under this contract shall be billed to the Customer or to a third-party payer designated by the former. The designation of a third-party payer shall not exempt the Customer from the obligation to pay if that payer fails to do so.

7.4. In the event of late payment by the Customer of amounts due, Proximus shall de jure and without prior notice, be entitled to interest on arrears calculated at the legal rate plus 5%, with a minimum of 12%.

7.5. If no payment is received from the Customer, Proximus may terminate the contract immediately. Termination shall only come into effect if the situation is not remedied within fifteen (15) calendar days of notice being served by registered letter.

7.6. Proximus reserves the right to change the amount of the rental charges on 1 January of every year. The rate adjustment is applied as from the first bill of the year, based on the following calculation:

$$P_n = P_0 (0.8 S_n / S_0 + 0.2)$$

where:

P<sub>0</sub> = initial rental charges

P<sub>n</sub> = adjusted rental charges

S<sub>0</sub> = salaries + social security contributions (manpower costs) on which the rental charge for entitlement to the intervention service is based

S<sub>n</sub> = salaries + social security contributions (manpower costs) applicable at the time of the adjustment.

## Article 8 - Proximus right of ownership

8.1. The telephone exchange shall be the property of Proximus. The Customer shall not transfer, alter, give as security or a guarantee, or lend the telephone exchange in any way whatsoever to a third party, nor shall the latter have any right of ownership thereto. Proximus shall remain owner of all intellectual property rights with respect to any patents, drawings, models, software, firmware, etc.

8.2. In the event of seizure of or any other claim by a third party with respect to the telephone exchange, the Customer shall inform Proximus immediately and notify the party making the claim that the telephone exchange is the property of Proximus. In the case of a transfer of the business or if the business is used as surety, the Customer shall take the necessary steps to ensure that the telephone exchange is not included in the transfer or surety, and shall ensure that the transferee or creditor concerned is informed in a timely fashion that the telephone exchange is the property of Proximus.

8.3. The Customer shall inform the owner of the premises of Proximus property rights with respect to the telephone exchange if it is installed in a location not owned by the Customer. The owner of the premises concerned shall be informed by registered letter with acknowledgement of receipt before the telephone exchange is installed.

8.4. The standard version of the telephone exchange software or firmware may be provided to the Customer, giving the latter a simple, non-exclusive and non-transferable right to use the software and any other software provided separately. The Customer hereby explicitly acknowledges that all technical software and confidential information shall remain the property of Proximus or its supplier. The Customer shall not replicate or copy the software and shall preserve its confidential nature. Any additional software provided shall be subject to the General Terms and Conditions accompanying the software on delivery or set out in a licensing agreement.

## Article 9 - Liability of the parties

### Customer's Liability

9.1. From entry into effect and for the full term of the agreement, the Customer, in his capacity as custodian of the telephone exchange, shall be liable for any damage caused by the telephone exchange.

9.2. For the same term, the Customer shall also be liable for any damage, loss, theft or destruction of the telephone exchange, whatsoever the cause, which is not attributable to a fault on the part of Proximus.

9.3. The Customer shall comply with netiquette and the acceptable-use policies applicable to networks which he/she accesses via the telephone exchange.

9.4. The Customer shall comply with the legislation in effect in sending data via the telephone exchange. Prohibited data shall include, but not be limited to, information which is illicit, inaccurate, obscene or defamatory, contrary to public order and/or an offence against public decency, a violation of user privacy, or incitement to racial hatred or xenophobia.

9.5. The Customer shall ensure that there is no infringement of the intellectual property rights, including copyright, of Proximus or any third party.

9.6. The Customer shall refrain from committing acts of computer piracy or hacking of the Proximus network or any other system.

9.7. The Customer shall preserve the secrecy and confidentiality of his/her password and user name. The Customer shall be liable for all use of these identification elements. The Customer shall notify Proximus immediately in the event of the loss, theft or fraudulent use of any of these elements and confirm this by registered letter. The Customer's liability shall cease the working day after that on which Proximus receives the registered letter of notification.

9.8. The Customer shall have sole responsibility for making a back-up of the data.

9.9. The customer is responsible for facilitating the implementation of work to be performed and in particular creates a suitable environment for performing of the work on site and makes suitable personnel available free of charge.

9.10. The customer shall be responsible for the accuracy, completeness and reliability of the information and documentation made available by him to Proximus, even if these originate from third parties.

### Proximus liability

9.11. In general, Proximus shall not be liable unless in case of gross misconduct or deceit by Proximus or one of its employees.

Moreover the customer recognizes and accepts that Proximus doesn't assume any responsibility for immaterial damages as well as damages such as loss of earnings, profit, business, interruption of activity, loss or damage of data.

Without prejudice to the imperative legal dispositions, in all cases in which Proximus eventually might be held liable, its liability shall be limited to 125.000 EUR.

If the telephone exchange operates poorly or fails to operate, Proximus liability shall be limited to repair or replacement.

9.12. The services provided under this contract shall not constitute a guarantee that the telephone exchange will operate without disruption.

9.13. No guarantee can be provided as to the quality of the connections and/or service if the Customer connects, directly or indirectly, to an operator or service provider via interfaces and/or signaling even where these comply with the standards at national or European level. Proximus shall not, under any circumstances, be liable for any lack of quality.

9.14. Proximus shall not be liable for any direct or indirect damage caused by software delivered with or installed in the telephone exchange.

9.15. Proximus shall not be liable for the content of communications or messages nor for the integrity of any data transmitted over its network. Nor shall Proximus be liable for third-party services provided via its network or the billing therefore. Proximus shall not guarantee nor be liable for services or information provided by or distributed via its network. Proximus shall not be liable for any transactions between a third party and the Customer. Under no circumstances shall Proximus be deemed to be a party to any contracts concluded between a third party and the Customer, unless specified otherwise.

## Article 10 - Termination

10.1. In the event of the failure by one of the parties to comply

with its obligations, the other shall automatically have the right to terminate the contract. Termination shall only take effect if the situation is not rectified within fifteen (15) calendar days of notice being served by registered letter.

10.2. Proximus shall have the right, ipso jure, to claim compensation for premature termination if the contract is brought to an end during the initial term by the Customer or, on the grounds of breach of contract, by Proximus. This shall take the form of a flat rate indemnity, irrevocably set at a hundred percent (100%) of the charges payable until the normal expiry date for the contract.

This compensation shall not be payable where the Customer terminates the contract by virtue of Article 1.2 of these General Terms and Conditions.

10.3. The contract is terminated ipso jure in the event of the suspension of payments, insolvency, bankruptcy or liquidation of one of the parties.

10.4. The contract shall terminate ipso jure when the telephone exchange is definitively removed from service.

10.5. When this Agreement comes to an end, irrespective of the reasons therefore, the Customer shall no longer be entitled to use the software and documentation and shall return any such items in his/her possession to Proximus.

## Article 11 - Return of the telephone exchange

11.1. The Customer shall return the telephone exchange to Proximus in its original state, apart from normal wear and tear, within three working days of the ending of the contract. The Customer shall also undertake to destroy any copies of the software that are not part of the equipment to be returned.

11.2. If the telephone exchange is not returned within this time limit, the Customer shall be bill the residual value of the equipment. In any event, Proximus shall bill the Customer for the costs of removing the telephone exchange.

11.3. The Customer shall indemnify Proximus for any deterioration of the telephone exchange.

## Article 12 – Transfer of the contract

12.1. The Customer shall not assign the contract to a third party without the prior written consent of Proximus.

12.2. If the Customer is prevented, by a court ruling, from obtaining access to and/or residence at the address where the telephone exchange is located, he/she shall grant Proximus the right, at the request of the person who legally occupies that location, to automatically transfer the contract to that person.

12.3. In the event of the death of the Customer, the contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.

12.4. The transfer shall be free of charge and shall include the transfer to the transferee of all rights and obligations arising from the contract.

## Article 13 - Complaints to Proximus

In the event of difficulties arising from the implementation of the contract, the Customer shall contact the local Proximus service.

## Article 14 – Complaints to the Ombudsman

14.1. The customer may contact the Telecommunications Ombudsman's Service, an arbitration service completely independent of Proximus that handles customer complaints relating to Proximus activities. The address and telephone number of the Ombudsman are listed in the telephone directory information pages. Proximus shall also communicate these details to the Customer on request.

14.2. Complaints are only admissible if submitted in writing. Customers may however telephone the Ombudsman to ascertain the status of any complaint filed.

14.3. A complaint will only be admissible if the Customer can show that he/she first took the necessary steps via Proximus.

14.4. The Telecommunications Ombudsman's Service is under no obligation to handle complaints relating to facts that took place more than one year prior to the submission of the complaint.

14.5. The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

## Article 15 - Applicable law and competent courts

15.1. The Courts of Brussels shall have sole jurisdiction for any claims or disputes relating to the interpretation or performance of this Agreement.

15.2. The provisions of these General Terms and Conditions shall be governed by Belgian law.

## Article 16 – Protection of personal data

### 16.1. GENERALITIES

16.1.1. The data protection related concepts used in this article 16 shall have the meaning given to them in the Data Protection Legislation.

16.1.2. The Customer (i) represents and warrants that it complies and undertakes to continue to comply with the national laws implementing the Data Protection Directive (95/46/EC) until 24 May 2018 and (ii) undertakes to comply with the General Data Protection Regulation (2016/679) as of 25 May 2018 and (iii) undertakes to comply with the national laws implementing the Directive on Privacy and Electronic Communications (the legislation referred to under (i), (ii) and (iii) above being jointly referred to as the "Data Protection Legislation").

16.1.3. Proximus will comply with the Data Protection Legislation when processing information relating to an identified or identifiable natural person in its performance of this Agreement (referred to as 'personal data' under the Data Protection Legislation).

16.1.4. The role of Proximus (data controller or data processor) with regard to the personal data being processed in the context of the performance of the Agreement, other than the personal data mentioned in article 16.2 for which Proximus is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

### 16.2. PROXIMUS ACTING AS DATA CONTROLLER

Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for Products and Services offered by the Proximus Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services and the network infrastructure.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the products and services of the Proximus Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

The Customer has the right to access, correct and delete any data that relates to him.

For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](http://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.

Proximus hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data ;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 16.2.

### 16.3. PROXIMUS ACTING AS DATA PROCESSOR

16.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus in connection with its use of the Products/Services and requests Proximus to process personal data on behalf of the Customer (or of the Customer's data controllers) for the sole purpose of providing the Customer with the Products/Services, the Customer shall act as data controller in relation to the processing of these personal data and Proximus shall act as a data processor regarding these personal data.

16.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 16 are appropriately reflected towards its data controllers it allows to make use of the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 16 shall be deemed to include the respective data controllers of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: its own customers, employees, workers, agents, representatives, consultants or other third parties.

The personal data might include the following categories of data:

- identification information, contact details ;
- preferences with regard to direct marketing ;
- invoice and billing data ;

- data related to the usage of the Products/Services under this Agreement ;
- any other type of personal data identified in the Agreement.

With regard to these personal data of the Customer (or its data controllers) will have the rights and obligations a data controller as set out in the Data Protection Legislation.

16.3.3. Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

16.3.4. Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

16.3.5. Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of processing) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

16.3.6. If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

16.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:

- dealing with requests from data subjects exercising their data subject rights under the Data Protection Legislation;
- implementing technical and organisational security measures to comply with the Customer's obligation of security of the personal data processing,
- notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
- conducting data protection impact assessments and consult the supervisory authority in such context.

Proximus reserves the right to claim a reasonable compensation for this assistance.

16.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 16.3 as well as to contribute reasonable demands for audits conducted by the Customer or another independent auditor mandated by the Customer. Advance notice of at least 60 (sixty) Calendar days is required, unless applicable Data Protection Law requires earlier audit. In case of an audit, Customer will bear its own expense and the cost of Proximus's internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of 3 Business days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every 2 year, unless serious reasons for an earlier audit would exist or if a data protection authority would require so.

Certifications and existing audit reports will be used to avoid audits. If any audit reveals that Proximus is, or that the Products/Services are, not in compliance with the provisions of this Agreement and/or Data Protection Legislation, the exclusive remedy of the Customer, and the exclusive obligation of Proximus shall be that: (i) the Parties will discuss such finding, and (ii) Proximus shall take, at its own cost, all corrective actions, including any temporary workarounds, it deems necessary to comply with the provisions of this and/or Data Protection Legislation. Proximus may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

16.3.9. The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Agreement. Where Proximus engages another processor under this Article, Proximus shall ensure that the obligations set out in this article 16.3. are imposed on that other processor by way of a written contract.

16.3.10. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

16.3.11 At the end of the Agreement, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.

16.3.12. If any request of the Customer under this article 16.3 requires Proximus to take additional steps beyond those directly imposed on Proximus by the Data Protection Legislation, the Customer shall reimburse Proximus for any costs incurred by Proximus for taking such additional steps.

16.3.13. The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.