

Article 1. GENERAL PROVISION

- 1.1. These general terms and conditions of sale (hereinafter “T&C”) govern the contractual relationship between the company Proximus Spearit (hereinafter “Proximus Spearit ” or “us”) and its Customer at the time of creation and sale of its products or services.
 - 1.2. For the sale of other services Proximus Spearit will, if appropriate, conclude with its Customer a separate contract for the provision of services entailing assistance, advice and management of IT and communication infrastructure, which will supplement these T&C.
 - 1.3. Some products may also require additional and specific, special conditions. Any such special conditions supplement these T&C.
 - 1.4. These T&C may be amended by Proximus Spearit at any time, in which case the applicable T&C shall be those in force on the date of the Customer’s order.
 - 1.5. These T&C are attached to all our offers or order confirmations. They are also attached to all contracts of sale or requirements specifications concluded with the Customer. Therefore, acceptance of offers made by Proximus Spearit or signature by the Customer of the order form or the sales contract or the requirements specification automatically implies full acceptance of these T&C by the Customer.
 - 1.6. By ordering and/or using the Service/Product, the Customer renounces his own general and/or specific terms and conditions, even if it is stated in these that they shall prevail, and/or they are attached to the Order Form
 - 1.7. The Customer has the right to issue Order Forms for the benefit of his Affiliates. In that case, the Affiliates shall be bound by the contractual terms and conditions applicable to the Services and/or Products ordered and the Customer shall be jointly and severally liable for the implementation of all the commitments, guarantees and obligations, including the payment obligations of the Affiliates under the Agreement.
 - 1.8. Proximus Spearit reserves the right to refuse an Order Form or request from the Customer the reimbursement of all undue discounts perceived when Customer has set up a structure or grouping for the sole purpose of enabling their Affiliates to benefit from this Agreement or when the legal entity does not fit with the Affiliate definition.
- 2.2. All orders placed by the Customer must be confirmed in writing, by sending an offer or confirmation of order clearly stating the name and, if applicable, company name of the Customer and detailing the Customer’s specific requirements (required products and/or services, quantities, unit prices, total price, shipping instructions, requested delivery dates, delivery and invoicing addresses, tax exemption numbers (if applicable), contract reference numbers and identity of the users of each product.)
 - 2.3. Orders are not definitive until confirmed by signature of the order form or the offer by the Customer’s legal representative or any person duly authorized to this end, as the case may be, after Proximus Spearit has approved the quality and completeness of the data and information supplied by the Customer.
 - 2.4. The signed order form/offer sent to Proximus Spearit may not be revoked by the Customer in any respect, unless Proximus Spearit has agreed otherwise, in writing.
 - 2.5. Any changes made to the order form/offer or to the contract or requirements specification, and accepted in writing by Proximus Spearit , shall discharge Proximus Spearit from performing the deliveries within the periods initially agreed.
 - 2.6. Proximus Spearit may reject the Customer’s order or additional services and options on any of the following grounds: the Customer has failed to honor the obligations incumbent upon him under another contract concluded with Proximus Spearit ; in case of proven fraud or serious doubt regarding the Customer’s identity or solvency; the Customer refuses to comply with Proximus Spearit ’s first request to pay a down payment or provide an unconditional bank guarantee; - for technical reasons (e.g Customer’s infrastructure or the Proximus Spearit ’s network do not support the provision of the Service).
 - 2.7. Unless stated otherwise in the Contractual Service Description(s) or the corresponding Order Form(s), the initial Agreement term shall be one (1) year (the Initial Term).
 - 2.8. The Initial Term takes effect on the day after the date on which the Products and/or Services are made available to the Customer (the Initial Date). Should this date be postponed by more than ten (10) working days for reasons attributable to the Customer, Proximus Spearit reserves the right to bill for all Products and/or Services that were already provided to the Customer on the Initial Date.
 - 2.9. At the end of the Initial Term, the Agreement will be tacitly renewed for successive one-year periods. Should one Party not wish to extend the contract or requirements specification or on the date of acceptance of the offer by the Customer.

2. Entry into effect, term and end of the agreement

- 2.1. These T&C enter into force on the date of signature by the Customer of the order form,

Agreement, it must notify the other in writing at least four (4) months before the end of the Initial Term or the current extension.

2.10. Either party may suspend the performance of its obligations if the other fails to comply with its Contractual obligations and this situation is not rectified within fifteen (15) calendar days of notice of default being served by the party not at fault. Performance will resume once the defaulting Party has complied with its obligations. Proximus Spearit reserves the right to also bill for Service reactivation charges.

2.11. Either party may suspend the performance of its obligations if the other fails to comply with its Contractual obligations and this situation is not rectified within thirty (30) calendar days of notice of default being served by the party not at fault. Performance will resume once the defaulting Party has complied with its obligations. Proximus Spearit reserves the right to also bill for Service reactivation charges.

2.12. In case the Customer terminates the Agreement prematurely, the Customer shall pay all amounts due for the remainder of the Initial Term or the current Agreement extension, without prejudice to the reimbursement of any discount that the Customer may have unduly benefitted from. In addition, any arrangements made for deferred payment shall become null and void, and any outstanding sums relating to, for example, the installation or infrastructure costs, shall be due immediately.

2.13. In case the Agreement is terminated due to the Customer failing to comply with his obligations, the amounts referred to in Article 2.10. shall apply and may be increased with administrative charges and damages for all loss, damage, costs or expenses sustained by Proximus Spearit as a result of the fault of the Customer or his employees, including, but not limited to, reasonable lawyer fees and legal expenses.

2.14. Should Proximus Spearit decide to end the provision of a certain Product or Service, it must notify the Customer in writing at least six (6) months in advance. Such notification shall contain, at the very least, the full reference of the Product or Service concerned and the date on which the Service or Product is end of life. Proximus Spearit will not be liable to pay the Customer any compensation.

2.15. Unless stated otherwise, every offer issued by Proximus Spearit has a validity period limited to thirty (30) Calendar days.

3. THE CUSTOMER'S RIGHTS AND OBLIGATIONS

3.1. The Customer shall cooperate with Proximus Spearit as required for the proper performance of

this Agreement. This includes (but is not limited to):

- providing files, documents or other relevant information for the delivery of the Product or Service;
- ensuring network access to his ICT infrastructure for the purpose of Remote Intervention by Proximus Spearit;
- ensuring physical access to the Customer's premises and technical rooms where On-site Interventions have to be performed by Proximus Spearit, in the continuous presence of a Customer representative;
- allowing Proximus Spearit to carry out any operation, by any means deemed necessary or useful for the preparation and execution of its obligations under the Agreement, without being required to consult the Customer beforehand;
- designating one or a limited number of contact persons for technical, administrative and other matters related to the Products and/or Services within the scope of the Agreement.

3.2. The Customer acknowledges and accepts that any failure on his part to provide such cooperation, information or adequate access to Proximus Spearit for the provisioning of the Products and/or Services may affect this provisioning. Therefore, Proximus Spearit declines any liability in case of late delivery of or damage to the Products and/or Services insofar as this is attributable to the Customer or a third party. In addition, Proximus Spearit reserves the right to invoice at the then current rate any unnecessary travel attributable to the Customer.

3.3. The Customer shall make a backup of all his data before the Service and/or Product is installed and take all the steps as are necessary to ensure that his equipment (including the software) is compatible with that of Proximus.

3.4. The Customer shall preserve the secrecy and confidentiality of any identification code (password, user name, etc.) provided to him. The Customer shall be solely responsible for all use of these identification elements. The Customer shall notify Proximus Spearit immediately in the event of loss, theft or fraudulent use of any of these elements and confirm this by registered letter.

3.5. The Customer undertakes to use the Products and/or Services with due diligence, for lawful purposes and in accordance with the provisions of this Agreement and any documentation provided by Proximus Spearit in relation with the Services and/or the Products and in accordance with the applicable legislation (including telecommunications and data protection rules if applicable) and other third party rights. The Customer shall refrain from making (and not

allow third parties) any abusive or fraudulent use of the Products and/or Services. The Customer shall use the Products and/or Services only for his own account and professional usage. Unless stated otherwise, use of the Products and/or Services by the Customer is limited to the term of the Agreement. He shall not under any circumstances transfer them, resell them, rent them out, lend them out or make them available to third parties without prior written consent from Proximus Spearit .

- 3.6. Before the submission of the Order Form and throughout the term of the Agreement, the Customer shall comply with the prerequisites mentioned in the documentation put at its disposal by Proximus Spearit. In the event of non-compliance, Proximus Spearit shall not be liable for the malfunctioning of the Service and any possible Service Level Agreement will no longer apply. Proximus Spearit reserves the right to invoice the Customer for any additional costs to remedy these.
- 3.7. The Customer recognizes that the Service is based on an ever-changing technology. Therefore, the Customer understands and accepts that Proximus Spearit or its suppliers may change, at any time, the specifications with which the prerequisites must comply without this being regarded as an amendment to the Service or the Agreement. The Customer shall comply with them, at his own expense, within the delay fixed by Proximus Spearit .
- 3.8. The Customer shall ensure that all users who have access to the Service and/or Product comply with the obligations arising under this Agreement and shall assume liability for this.
- 3.9. The Customer is responsible for, and shall bear the costs of, obtaining and retaining any license, registration, permit or approval necessary to comply with his obligations under this Agreement. The Customer shall keep the required and appropriate licenses, registrations, permits or authorizations for the term of the Agreement, including any extensions thereof.
 - Any Customer who leaves or transfers his installation address where the Service/Product is installed without terminating or transferring his Agreement shall remain liable for the payment of the amounts due to Proximus Spearit .
 - Throughout the term of this Agreement and for a period of twelve (12) months following the end of the Agreement, the Customer shall not directly or indirectly solicit the employment of, hire or engage as an independent contractor or otherwise, any Proximus Spearit staff (employee, consultant or other) with responsibilities related to this Agreement, without Proximus Spearit prior written consent.

Should the Customer fail to comply with this obligation, he shall pay Proximus Spearit damages equal to twelve (12) times the gross monthly salary that the person earned with Proximus Spearit in the last full month of his employment, without prejudice to Proximus Spearit right to claim further damages. The non-solicitation provisions under this Article do not apply if the Proximus Spearit employee spontaneously applied for employment at the Customer, provided that this spontaneous application can be proved.

4. PROXIMUS SPEARIT RIGHTS AND OBLIGATIONS

- 4.1. Proximus Spearit is responsible for delivering the Products and/or Services of the Agreement, as agreed in the applicable Order Form and corresponding Contractual Service Descriptions.
- 4.2. The Service will be provided with reasonable skill and care and in accordance with generally accepted industry standards. Proximus SpearIT commitments must be qualified as obligations of means (obligation de moyen/ middelen verbintenis). Proximus Spearit will make every reasonable commercial effort to perform the Agreement at the agreed time. Unless stated otherwise, the execution time are given for information purpose only.
- 4.3. Proximus Spearit will use the information provided by the Customer in good faith and for the sole purpose of performing this Agreement.
- 4.4. Proximus Spearit reserves the right to charge the Customer for efforts spent in handling of Incident when the cause of Incident is imputable to the Customer.
- 4.5. Proximus Spearit reserves the right to take, at any time, on its own initiative and without prior notice, the measures required in case the security, integrity or the proper functioning of its services, networks or infrastructure (or the ones of its subcontractors or suppliers) are or could be compromised. Such measures may consist of, inter alia, the activation of protective measures or the suspension of the Customer's access to its Service. In no event shall Proximus Spearit be liable to Customer for any and all consequences that would arise from the implementation of these measures.

5. INVOICING AND PAYMENT

- 5.1. Unless otherwise provided, all our invoices are payable net, within 30 days of their date of issue.
- 5.2. The only valid payment method shall be by bank transfer to the account number specified by Proximus Spearit , citing the relevant reference

details and within the due date mentioned on the bill. The Customer shall bear all the costs linked to the payment of the bill.

- 5.3. If the invoice is made out in the name of a third party at the Customer's request, the Customer and the third party are jointly and severally liable towards Proximus Spearit, which shall not, in any circumstances, give its approval for the transfer of debts by the Customer. They are responsible for payment and performance of the obligations set out in these General and special terms and conditions of sale.
- 5.4. Proximus Spearit reserves the right to perform a screening of the Customer's financial situation before and during the Agreement term. If the results of this screening lead Proximus Spearit to have serious doubts as to the Customer's solvency, Proximus Spearit may bill additional intermediate amounts or demand advance payments, bank guarantees or any other type of financial guarantee. Proximus Spearit reserves the right to suspend the Service to the Customer should the latter fail to submit such guarantee within three (3) working days of Proximus Spearit request.
- 5.5. Customer is not entitled to set off any amounts payable to Proximus Spearit under this Agreement against any possible amounts payable by Proximus Spearit to the Customer under this Agreement or or any and all other agreement.
- 5.6. Any amounts not paid by the Customer on the due date will, automatically and without formal notice, incur contractual delay interest of 10% per annum as of the day after the stipulated due date until the date of final settlement.
- 5.7. Moreover, a fixed penalty of 12% of the outstanding amount will be automatically added to the amount due, subject to a minimum of fifty euros (€50), by way of a penalty clause.
- 5.8. If a Customer makes a partial payment and this payment does not correspond in full to the amount outstanding for the use of the Proximus Spearit Service and/or Product; Proximus Spearit reserves the right to attribute this payment to any other open invoice.
- 5.9. Any notification of a disputed bill must be received by Proximus Spearit within fifteen (15) Calendar days of the billing date. Beyond that deadline, the bill will be deemed to have been irrevocably accepted by the Customer.

The undisputed amount is deemed accepted and must be paid by the regular due date.

If the Customer's contestation proves to be unjustified, the disputed amount shall become payable immediately.

6. CONFIDENTIALITY

- 6.1. Any information that is specifically marked as being confidential in nature ("Confidential Information") may be disclosed by the Parties under this Agreement only to staff and/or subcontractors and/or Affiliates of the receiving Party who are reasonably deemed to need access to such information for the performance of the Agreement, and in the other cases subject to prior written agreement being obtained from the other Party.
- 6.2. Confidential Information shall remain the property of the disclosing party. Disclosure of Confidential Information does not imply the transfer or granting of any intellectual property or industrial right.
- 6.3. The Parties shall not be liable for the use made of it by the other Party.
- 6.4. If the receiving Party is required by law or by the order of a court of a competent jurisdiction or a public authority to disclose, in part or in full, any Confidential Information, that Party shall immediately notify the disclosing Party thereof in writing provided that it is legally authorized and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information.
- 6.5. The obligation of confidentiality set out in this section shall survive the expiration or termination of the Agreement for three (3) years.

7. PROTECTION OF PERSONAL DATA

7.1. Generalities

- 7.1.1. The data protection related concepts used in this article 8 shall have the meaning given to them in the Data Protection Legislation.
- 7.1.2. 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").

7.1.3. Proximus Spearit 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).

7.1.4. The role of Proximus Spearit (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 7.2. for which Proximus Spearit is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Spearit Privacy Policy, available at proximus.be/privacy.

7.2. Proximus Spearit acting as data controller

7.2.1. Proximus Spearit 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 Spearit products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus Spearit 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 Products and 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 Spearit Group, unless the Customer objects to this;
- the improvement and development of Proximus Spearit products and services and the network infrastructure.
- the provision of reporting services to third parties based on anonymized data.

7.2.2. Proximus Spearit's files may be accessible to third parties who work in the name or on behalf of Proximus. Proximus Spearit may share Customer data with the Affiliates of the Proximus Spearit Group in order to conduct information and promotion campaigns for the products and services of the Proximus Spearit Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus Spearit 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 Spearit, 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.

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

Proximus Spearit hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus Spearit 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 Spearit under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Spearit 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 7.2.

7.3. Proximus Spearit acting as data processor

7.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus Spearit in connection with its use of the Products/Services and requests Proximus Spearit 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 Spearit shall act as a data processor regarding these personal data.

7.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 7 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 Spearit, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 7 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.

7.3.3. Proximus Spearit shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus Spearit 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 Spearit 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 Spearit in this respect. All additional or alternative

instructions must be agreed upon in writing by the Parties.

7.3.4. Proximus Spearit 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.

7.3.5. Irrespective of where Proximus Spearit receives or holds the personal data, Proximus Spearit 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.

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

7.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus Spearit 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 organizational 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.

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

7.3.9. At the request of the Customer, Proximus Spearit shall provide all information necessary to demonstrate compliance with

this article 7.3 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 Spearit'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 Spearit business. Proximus Spearit 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 Spearit 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 Spearit shall be that: (i) the Parties will discuss such finding, and (ii) Proximus Spearit 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 Spearit may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

- 7.3.10.** The Customer hereby provides a general written authorisation to Proximus Spearit 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 Spearit remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus Spearit 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 Spearit 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 Spearit engages another processor under this Article, Proximus Spearit shall ensure that the obligations set out in this article 8.3. are

imposed on that other processor by way of a written contract.

- 7.3.11.** Proximus Spearit 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 Spearit (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 Spearit may reasonably require to implement any such appropriate safeguards.
- 7.3.12.** At the end of the Agreement, Proximus Spearit 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.
- 7.3.13.** If any request of the Customer under this article 8.3 requires Proximus Spearit to take additional steps beyond those directly imposed on Proximus Spearit by the Data Protection Legislation, the Customer shall reimburse Proximus Spearit for any costs incurred by Proximus Spearit for taking such additional steps.
- 7.3.14.** The breach of any Data Protection Legislation by Proximus Spearit shall be deemed as a Proximus' Fault only if Proximus Spearit has acted outside or contrary to lawful instructions of the Customer.

8. LIMITED LIABILITY

- 8.1.** Without prejudice to any amounts paid by the Customer's insurance company for personal injury and damage to property, Proximus Spearit's financial liability (if any), should such liability be determined in connection with its contractual and/or non-contractual liability, shall not exceed the lower of the following amounts: (i) an amount equal to the payments made by the Customer in connection with this contract and received during, or corresponding to, the period of six months prior to the date on which the damage was detected or (ii) the value of the equipment delivered that has been acknowledged as faulty. In addition, Proximus' liability towards the Customer shall, in no event exceed an aggregate amount of EUR 200,000 per calendar year. This limitation does not apply in the event of physical injury or death caused by Proximus;

- 8.2. Proximus Spearit can only be held liable in the event of fraud or serious misconduct on its part or on the part of one of its employees. In such a case, Proximus Spearit liability shall be limited to repairing only that damage suffered by the Customer that was foreseeable, direct, personal and certain, excluding the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data, loss of agreements, damage to third parties, etc.
- 8.3. Neither Party is liable for damage resulting from the other Party's failure to meet his obligations.
- 8.4. Proximus Spearit shall not be held liable for the content of information that is transferred or stored by the Customer or any third party using the Proximus Spearit Products and/or Services.

9. SALE AND WARRANTY OF PRODUCTS

- 9.1. All Products sold to the Customer shall remain the property of Proximus Spearit until they have been paid for in full, including all charges and taxes. In case of a deterioration of the Product, the unpaid part of the sales price shall become due immediately. For as long as the Customer has not paid the Product's sales price in full, the provisions relating to product rental shall apply.
- 9.2. The Products will be delivered by Proximus Spearit to the agreed place of delivery. The risks transfer to the Customer when the Product is handed to the (first) carrier. From then on, the Customer will be liable for all risks of the Product. Proximus Spearit will make every reasonable commercial effort to deliver the Products at the agreed time. The Customer shall take delivery of the Products within the agreed time. If the Customer does not take delivery of a Product, Proximus Spearit shall be entitled to charge for the price and any expenses linked to this failure to take delivery.
- 9.3. Unless the Customer sends a written objection to Proximus Spearit within five (5) working days (all days except Saturdays, Sundays and Belgian public holidays) of the delivery date of the Products, the delivered Products shall be deemed to have been definitively and irrevocably accepted including all visible defects.
- 9.4. In its capacity as an intermediary, Proximus Spearit offers a warranty in respect of the equipment and commercial software delivered by it that is limited to that granted by the manufacturer or publisher, subject to the latter's time limits and conditions for complaints.
- 9.5. Proximus Spearit is not obliged to pay the user or the third parties any compensation for damages

resulting from the use of the equipment and software, be that damage direct or indirect, involving injury to persons, damage to goods separate from our equipment, lost profits or loss of earnings, damages caused or to be caused by a deterioration or loss of data recorded by the user.

10. CONFIGURATION AND INSTALLATION

- 10.1. The Product and/or infrastructure shall be installed and/or configured by Proximus Spearit if this is expressly provided for in the Contractual Service Description or Order Form.
- 10.2. 13.2. In case of installation at a Site designed by the Customer, the Customer shall provide a suitable place for the installation, use and maintenance of the equipment. In accordance with the recommendations of the Belgian Electrotechnical Committee (Comité électrotechnique belge/Belgisch Elektrotechnisch Comité), the Customer shall provide any electrical connections and/or groundings and connections to the computer material necessary for the proper functioning of the equipment. The Customer shall comply with the requirements mentioned by Proximus.
- 10.3. Should the Customer fail to make the necessary preparations for installation by the agreed installation date, Proximus Spearit reserves the right to terminate the Agreement or may make these arrangements itself or instruct a third party to do so. In these cases, Proximus Spearit shall have the right to recover the total cost from the Customer.
- 10.4. Proximus Spearit is not liable for any damage to property that cannot be avoided in performing the work necessary for the installation, alteration or removal of the equipment or provision of technical assistance therefor.
- 10.5. 13.3. Except if the installation is made by the Customer himself, a functional test is carried out at the end of the installation.
- 10.6. Acceptance of the configuration and/or installation shall definitively and irrevocably occur or be deemed to occur on the earliest of the following: signed confirmation by the Client that the tests, if any, have been successful, or if no confirmation is signed, five (5) working days after the completion of the configuration, installation or execution of the agreed tests, unless the Client has provided within this five (5) working day period written notice to Proximus Spearit to reject the installation or the configuration. Such notice must set forth in detail how the installation fails to satisfy any agreed acceptance tests in one or more material respect(s). Parties will use all reasonable efforts to remedy any reported and accepted problems

and rerun the acceptance procedure as soon as possible.

11. FORCE MAJEURE

- 11.1. Proximus Spearit shall not be held liable for any delays or shortcomings in the provision of its Products/Services whenever these are the result of events or circumstances that are beyond its control, unpredictable or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, embargoes, explosions, bankruptcy of a licensor or a supplier, strikes or labor conflicts (including those involving its employees), cable cuts, power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), flooding, prolonged frost, fires or storms.
- 11.2. If it invokes such Force Majeure, Proximus Spearit shall have the right to suspend or limit delivery of the Products/the Services in order to protect the operating environment, without the Customer being entitled to claim any damages whatsoever.
- 11.3. If invoking such Force Majeure, Proximus Spearit shall make every reasonable effort to strictly limit the duration thereof.
- 11.4. Should these events or circumstances of Force Majeure be definitive or continue for more than three (3) months, either Party may lawfully and in writing terminate this Agreement without any compensation being due.

12. TERMINATION OF THE CONTRACT

- 12.1. In the event of non-fulfilment of obligations the Parties expressly agree that the provisions of these T&C constitute an explicit resolutive clause.
- 12.2. Proximus Spearit reserves the right to terminate or cancel the Customer's order at any time or to terminate its obligations without sending prior, formal notice and without taking any legal measures, if the Customer does not fulfil its obligations as set out in these T&C and any special conditions and, more specifically, in the event of non-payment of an invoice on its due date, violation of its intellectual property, protest or a paper instrument even if not accepted, of any application for composition, either amicable or

judicial, of any request for a moratorium on payment, official or otherwise, or for any other reason that may involve the Customer's insolvency.

- 12.3. Without an alleged violation of obligations - Withdrawal clause If the Customer decides to unilaterally terminate the contract before its stipulated end date, in the absence of any violation of its contractual obligations, it will be required to pay a termination fee to expressly compensate for the right of termination exercised. The amount of the termination fee is fixed at 50% of the selling price, irrespective of the date of termination

13. APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1. This contract is subject to Belgian law
- 13.2. The Parties hereby agree that any communications exchanged by e-mail shall have the same legal value as written or signed correspondence. The Parties likewise agree that information relating to any communications, contracts or payments held by Proximus Spearit on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.
- 13.3. Unless the Customer explicitly requests otherwise, Proximus Spearit shall be entitled to use the Agreement as a reference for its commercial activities.
- 13.4. Failure by either Party to exercise any of its rights shall under no circumstances be construed as a waiver of these rights.
- 13.5. This Agreement shall constitute the entire agreement between the Parties on the Products and/or Services, to the exclusion of any prior written or oral communications, proposals and agreements.
- 13.6. Proximus Spearit has the right to transfer all or some of its rights and obligations under the Agreement to a third party, without the Customer's consent. The Customer may only transfer his rights and obligations under the Agreement when Proximus Spearit has given its specific written agreement beforehand.
- 13.7. This Agreement is governed by Belgian law. In the event of a dispute that cannot be settled amicably, the Brussels courts shall have sole jurisdiction.

EXPLOITATIEZETEL/SIEGE D'EXPLOITATION

Proximus spearit NV Ferdinand Allenstraat 38 3290 Diest Tel : +3216359100

MAATSCHAPPELIJKE ZETEL/SIEGE SOCIAL

Proximus spearit NV Koning AlbertII laan 27 1030 Schaarbeek België BTW BE0826.942.915

Version 02/07/2018