



Contractual Service Description

Internet

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1. Introduction

This Contractual Service Description describes the Internet services which are offered specifically towards professional Customers. Internet services, with or without a landline, ensure the Customer's connection to the telecommunication network via the broadband technology (hereinafter called the "**Service**").

The Service is offered in different flavors. The Customer mentions the chosen flavor in the Order form.

The Service is based on the following infrastructure elements, called Solution element(s) :

- Customer Premises Equipment (CPE)
- Internet Access line (line)
- Internet Service Platform (Platform)
- Hardware installed at the Customer's sites in case of Mobile Back-up (HW mobile backup)

The term 'Product(s)' means the CPE provided by Proximus and the Hardware mobile backup.

The functionality of the Service is described more in details in the Section 'Functional Services', whereas the support provided to the Customer during the implementation and the operational phases is described respectively in Sections 'Implementation Services' and 'Operational Services'.

2. Service Overview

The Service is offered as twelve different Service Flavors, each Flavor corresponding to a set of Service Components regarding the functionalities of the Service as well as the support provided during the implementation and operational phases. The Service components are detailed per Flavor in the table below where 'DEF' means 'included by default', and 'OPT' means 'optional'.

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

2.1 Functional Service

2.1.1 Functional Service for flavors based on copper technology

Service Component	Internet Essential	Internet with Maxi Bizz Services	Internet Pro	Internet Pro+	Internet Pro+ Essential
Internet bandwidth (copper)	DEF	DEF	DEF	DEF	DEF
Unlimited transmission volume	-	DEF	DEF	DEF	DEF
CPE	Router	Router	Router	Router	Modem
Router choice	-	-	-	OPT	-
Fixed IP address (IPv4)	-	OPT	OPT	DEF	DEF
Fixed IPv6 address - block	-	-	-	DEF	DEF
Extra fixed IPv4 address (IP pack) & structured IPv6-block	-	-	-	OPT	OPT
Unlimited ports	DEF	DEF	DEF	DEF	DEF
Maximum number of End Users in IPv4	253	253	253	253	-
Basic mailbox	DEF	DEF	DEF	-	-
Managed firewall in CPE	-	-	-	DEF	-
Mobile back-up	-	-	-	OPT	-
Wifi-access	DEF	DEF	DEF	DEF	-

2.1.2 Functional Service for flavors based on fiber technology

Service Component	Internet Start Fiber	Internet Maxi Fiber with Bizz Services	FullFiber Extended Essential	FullFiber	FullFiber Extended
Internet bandwidth (fiber)	DEF	DEF	DEF	DEF	DEF
FullFiber Boost Pro	-	-	-	OPT	-
Boost Pro	-	-	OPT	-	OPT
Extended Boost Pro	-	-	OPT	-	OPT
Fiber Up	-	-	OPT	-	OPT
Fiber Fast	-	-	OPT	-	OPT
Fiber Express	-	-	OPT	-	OPT
Unlimited transmission volume	-	DEF	DEF	DEF	DEF
CPE	Router	Router	Modem	Router	Router
Fixed IP address (IPv4)	-	OPT	DEF	DEF	DEF
Fixed IPv6 address - block	-	-	DEF	-	DEF
Extra fixed IPv4 address (IP pack) & structured IPv6-block	-	-	OPT	-	OPT
Unlimited ports	DEF	DEF	DEF	DEF	DEF
Maximum number of End Users	253	253	-	253	253
Basic mailbox	DEF	DEF	-	DEF	-
Managed firewall in CPE	-	-	-	-	DEF
Mobile back-up	-	-	-	-	OPT
Wifi-access	DEF	DEF	-	DEF	DEF

Special profiles (not mentioned in the tables above):

There are three special products (called 'Like for like'-profiles) which are delivered on fiber-technology (GPON) but have the same specifications as copper products.

In the list below, the link between these products and the corresponding copper products has been made:



Like-for-like profile	Corresponding copper product
Internet Essential Fiber	Internet Essential
Internet Fiber 100 with Bizz Services	Internet Maxi with Bizz Services
Fiber Internet Pro	Internet Pro
Fiber Internet Pro+	Internet Pro+
Fiber Internet Pro+ Essential	Internet Pro+ Essential

2.2 Assist and Care Services

The following table describes the implementation and operational service components for Flavors based on both copper and fiber technology. The column 'Solution elements' specifies on which Solution element the said service component is applicable.

Service Component	Solution Element	Internet Essential & Internet Start Fiber	Internet Maxi with Bizz Services & Internet Maxi Fiber with Bizz Services	Internet Pro	Internet Pro+	Internet Pro+ Essential & FullFiber Extended Essential	FullFiber	FullFiber Extended
Installation	CPE, Line (if needed), HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Rush installation	CPE, Line (if needed), HW mobile backup	-	-	-	-	-	-	-
Configuration and activation	Line, Internet Service Platform, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Service Desk Access	CPE, Line, Internet Service Platform, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Remote Diagnostics	CPE, Line, Internet Service Platform, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Remote Intervention	CPE, Line, Internet Service Platform, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
On-Site Intervention	CPE, Line, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Express spare part delivery	CPE	DEF	DEF	DEF	DEF	-	DEF	DEF

On-site part replacement	CPE	DEF	DEF	DEF	DEF	-	DEF	DEF
Configuration Restore	CPE, Line, Internet Service Platform	-	-	-	DEF	-	-	DEF
Configuration Management with Specific Access Rights	CPE	DEF	DEF	DEF	DEF	-	DEF	DEF
Configuration Management w/o Customer Access Rights	Line, Internet Service, Platform, HW mobile backup	DEF	DEF	DEF	DEF	DEF	DEF	DEF
Configuration Backup	CPE, Line	-	-	-	DEF	-	-	DEF
Standard Changes	CPE, Line	-	-	-	OPT	-	-	OPT
Incident Handling Window Mon-Fri 8:00-22:00; Sat 8:00-16:30	CPE, Line, Internet Service Platform, HW mobile backup	-	-	DEF	OPT	OPT	OPT	OPT
Incident Handling Window Mon-Fri 8:00-20:00	CPE, Line, Internet Service Platform, HW mobile backup	DEF	-	-	DEF	DEF	DEF	DEF
Incident Handling Window Mon-Fri 8:00-20:00; Sat 8:00-16:30	CPE, Line, Internet Service Platform, HW mobile backup	-	DEF	-	OPT	OPT	-	OPT
Service Restoration time P1 5h Also called 'Standard SLA' or 'Premium SLA'	CPE, Line, Internet Service Platform, HW mobile backup	-	-	DEF	OPT	OPT	OPT	OPT
Service Restoration time P1 same day. Also called 'Medium SLA'	CPE, Line, Internet Service Platform, HW mobile backup	-	DEF	-	OPT	OPT	-	OPT
Service Restoration Time P1 end of next business day. Also called 'Basic SLA'	CPE, Line, Internet Service Platform, HW mobile backup	-	-	-	DEF	DEF	DEF	DEF

Service Restoration Time P1 'Best effort'	CPE, Line, Internet Service Platform, HW mobile backup	DEF	-	-	-	-	-	-
Service Restoration Time P2 end of next business day. Also called 'Standard SLA' or 'Premium SLA'	CPE, Line, Internet Service Platform, HW mobile backup	-	-	DEF	OPT	OPT	OPT	OPT
Service Restoration Time P2 3 business days. Also called 'Medium SLA' or 'Basic SLA'.	CPE, Line, Internet Service Platform, HW mobile backup	-	DEF	-	DEF	DEF	DEF	DEF
Service Availability 99.7%	CPE, Line, Internet Service Platform, HW mobile backup	-	-	-	DEF	DEF	-	-
Change Implementation Window Mon-Fri 08:00-18:00	CPE, Line	-	-	-	DEF	-	-	DEF

(1) Only available on the temporary versions of the product : Temporary Internet Pro+ & Temporary FullFiber Extended

3. Functional Service Description

3.1 Internet access

3.1.1 Technology

The Internet access provided by Proximus is based on copper or fiber technology. The technology used for the Customer is mentioned by means of the appropriate Order from.

3.1.2 Speed

The Service provides the Customer Internet access with the following maximum standard speeds:

Internet Service Flavor on copper technology	Max. downstream speed	Max. upstream speed
Internet Pro+	100 Mbps	40 Mbps
Internet Pro+ Essential	100 Mbps	40 Mbps
Internet Pro	100 Mbps	40 Mbps
Internet Maxi with Bizz Services	100 Mbps	30 Mbps
Internet Essential	50 Mbps	4 Mbps

Overview of speeds for professional Internet services on copper technology

The indicated maximum speed is a theoretical speed for a fixed Internet connection based on copper technology, which not all Customers can reach in practice. In case of flavors based on copper technology the speed is related to the Customer situation, it depends mainly on the distance between the connection point and the exchange, the availability of VDSL, the Customer's computer installation and the indoor cabling. Only if these conditions are optimal the Customer will be able to benefit from the maximum speed. Use of Wi-Fi can also reduce Web browsing speed.

Based on its address, the Customer can view detailed information about its fixed internet speed at https://www.proximus.be/en/id_cl_entspeedt . More general information about the internet speed is available at www.proximus.be/internetpolicy. As the case may be, the Customer can also contact its regular Proximus contact person.



Internet Service Flavor on fiber technology	Downstream speed	Upstream speed
FullFiber Extended	350 Mbps	100 Mbps
FullFiber	350 Mbps	50 Mbps
FullFiber Extended Essential	350 Mbps	100 Mbps
Internet Maxi FullFiber with Bizz Services	350 Mbps	30 Mbps
Internet Start Fiber	120 Mbps	20 Mbps

Overview of speeds for professional Internet services on fiber technology

The actual speed on an Internet access based on fiber technology, experienced by the Customer, also depends on the computer installation and, in exceptional cases, on the general use.

Based on its address, the Customer can view detailed information about its fixed internet speed at www.proximus.be/internetspeed. More general information about the internet speed is available at www.proximus.be/internetpolicy. As the case may be, the Customer can also contact its regular Proximus contact person.



In case of a Service flavor based on fiber technology, the Customer can, as an option (FullFiber Boost Pro, Extended Boost, Extended Boost Pro, Fiber Up, Fiber Fast, Fiber Express), request a speed upgrade.

By doing so, the speeds will be the following :

Internet Service flavors	Downstream speed	Upstream speed
With the speed upgrade function		
FullFiber Extended & Extended Boost	500 Mbps	100 Mbps
FullFiber Extended & Extended Boost Pro	1000 Mbps	200 Mbps
FullFiber Extended & Fiber Up	1000 Mbps	500 Mbps
FullFiber Extended & Fiber Fast	2500 Mbps	1000 Mbps
FullFiber Extended & Fiber Express	8500 Mbps	1500 Mbps
FullFiber Extended Essential & Extended Boost	500 Mbps	100 Mbps
FullFiber Extended Essential & Extended Boost Pro	1000 Mbps	200 Mbps
FullFiber Extended Essential & Fiber Up	1000 Mbps	500 Mbps
FullFiber Extended Essential & Fiber Fast	2500 Mbps	1000 Mbps
FullFiber Extended Essential & Fiber Express	8500 Mbps	1500 Mbps
FullFiber & FullFiber Boost Pro	1000 Mbps	200 Mbps

Even with the speed option, the actual speed, experienced by the Customer, will also depend on the computer installation and, in exceptional cases, on the general use.

Based on its address, the Customer can view detailed information about its fixed internet speed at www.proximus.be/internetspeed. More general information about the internet speed is available at www.proximus.be/internetpolicy. As the case may be, the Customer can also contact its regular Proximus contact person.

3.1.3 Transmission volume

The Customer shall use the transmission datavolume provided in the framework of the Service only for his own account and in accordance with the provisions of the Agreement.

The total datavolume/month applicable per service flavors are :

Internet service flavor	Transmission volume	Remark
Internet Essential	100 Gbyte/month	If the Customer exceeds the transmission volume included in service flavor, the maximum speed of the Service will be reduced by Proximus until the end of the said month unless the Customer orders an extra Volume Pack (payable)
Internet Start Fiber	150 Gbyte/month	If the Customer exceeds the transmission volume included in service flavor, the maximum speed of the Service will be reduced by Proximus until the end of the said month unless the Customer orders an extra Volume Pack (payable)
Internet Maxi with Bizz Services/Internet Maxi Fiber with Bizz Services	Unlimited	Fair usage policy is applied after 3 Tbyte/month meaning if the Customer exceed a transmission volume of 3 Tbyte/month, the maximum speed of the Service will be reduced by Proximus until the end of the said month unless the Customer orders an extra Volume Pack (free of charge) .
Internet Pro/FullFiber	Unlimited	-
Internet Pro+ /FullFiber Extended	Unlimited	-
Internet Pro+Essential /FullFiber Extended Essential	Unlimited	-

Overview of transmission volumes for professional Internet services

3.2 CPE

For 'FullFiber Extended' and 'Internet Pro+', Proximus provides the Customer with a professional CPE (router) which also allows wireless connections. This router is the demarcation point for the Service.

For 'FullFiber', 'Internet Pro', 'Internet Maxi with Bizz Services', 'Internet Maxi Fiber with Bizz Services', 'Internet Essential' and 'Internet Start Fiber', Proximus provides the Customer with a Bbox2/Bbox3/Internet Box-router which also allows wireless connections. This Bbox/Internet Box router is the demarcation point for the Service.

In the case of an 'Internet Pro+ Essential' or an 'FullFiber Extended Essential', Proximus does not provide the Customer with any router. The Customer is responsible for purchasing, installing and maintaining this CPE (router). Proximus will in that case provide the Customer with a modem (A-mod on copper and ONT on fiber) that is the demarcation point for the Service.

The CPE (router or modem) is put at the Customer's disposal for the duration of the Agreement.

3.3 Router choice

Proximus always provides a standard CPE which supports all the functionalities of the Service.

However, on Internet Pro+, the Customer can request optionally a router upgrade to get a more powerful device. (via a paying option)

3.4 IP address

3.4.1 Characteristics

For the 'FullFiber Extended', 'Internet Pro+', 'Internet Pro+ Essential' and 'FullFiber Extended Essential' - flavours, the Customer is allocated one fixed IPv4 - address. The Customer also receives one fixed IPv6 - block (subnet /56). A fixed IP address is assigned to the Internet side of the CPE. The existing private addressing scheme is retained on the side of the Customer's LAN network. The CPE therefore functions as a standard access port for Internet traffic and translates addresses from the private to the public network through NAT/PAT (Network Address Translation/Port Address Translation). The dynamic IPv4 or IPv6 are not possible for these service flavors.

On the 'FullFiber' - flavor, the Customer will receive one fixed IPv4-address and a dynamic IPv6-block. The fixed IPv6 address block is not possible for this service flavor. A dynamic IPv4-address is not possible for this service flavor.

For the other service flavors, the Customer is allocated one dynamic IPv4 - address and it will receive one dynamic IPv6 - block. But as a payable option, the Customer can receive one fixed IPv4-address. The fixed IPv6 address block is not possible for these services flavors.

In the table below give an overview of all the combinations :

	Dynamic IPv4-address	Dynamic IPv6-address block	Fixed IPv4-address	Fixed IPv6-address block
Internet Pro+/ FullFiber Extended	-	-	DEF	DEF
Internet Pro+ Essential / FullFiber Extended Essential	-	-	DEF	DEF
FullFiber	-	DEF	DEF	-
Internet Pro	DEF	DEF	OPT	-
Internet Maxi with Bizz Services / Internet Maxi Fiber with Bizz Services	DEF	DEF	OPT	-
Internet Essential/Internet Start Fiber	DEF	DEF	-	-

3.4.2 IP pack

In case of 'FullFiber Extended', 'Internet Pro+', 'Internet Pro+ Essential' or 'FullFiber Extended Essential' service flavors, the Customer can subscribe to the option 'IP pack'.

By taking this option, the Customer will receive:

- an extra pool of fixed IPv4-address (between 4 and 8 extra fixed IPv4-addresses). The exact number of fixed IPv4-address will depend on the Customer needs and will be subject to a study by Proximus;
- an extra block of fixed IPv6-addresses. The second block of the received /57-block will be routed towards the Customer router or firewall. The address on the firewall or router will be the corresponding address ending on '10/64' and it can be changed if needed.

3.5 Ports

During the installation process, a number of TCP/UDP ports are opened for the Customer.

Ports which are typically used in the Service are:

- MAIL: TCP port 25 (SMTP), 110 (PoP3), 220 (IMAP3), 143 (IMAP4);
- WEB: TCP port 80 (HTTP), 443 (HTTPS);
- NEWS: TCP port 119;



- FTP: TCP port 21, 20;
- SSH: TCP port 22.

3.6 Number of End users

The number of End users is limited to 253 (IPv4-addressing) per line.

On the 'Internet Pro+ Essential' and 'FullFiber Extended Essential' -flavours, the limitation will depend on the CPE, installed and managed by the Customer. For the Wifi access, Proximus recommends to not exceed 15 concurrent End Users to avoid unstability.

3.7 Basic mailbox

For 'FullFiber', 'Internet Office&Go Comfort', 'Internet Maxi with Bizz Services', 'Internet Maxi Fiber with Bizz Services', 'Internet Start Fiber' and 'Internet Pro' - service flavors, the Customer is provided with the number of mailboxes with a size as described in the table below :

Internet service	Number of mailbox	Size per mailbox
Internet Pro /FullFiber	10	50 Gbytes
Internet Maxi with Bizz Services / Internet Maxi Fiber with Bizz Services	6	50 Gbytes
Internet Essential/Internet Start Fiber	1	50 Gbytes

Overview of basic mailbox for professional Internet services

In the other cases, the Service does not include the provision of mailbox.

3.8 Managed firewall

The Service includes a firewall managed by Proximus to protect the Customer's internal network against intrusions. Proximus implements a standard set of parameters in this firewall.

This firewall included the following mechanism :

- Stateful packet inspection
- Access lists
- Session monitoring
- Timers per port and application



The Customer can ask Proximus to change these parameters via the change management process. For this, the Customer can send an email to ict-servicedesk@proximus.com or direct the request via the Technical Assistance module in MyProximus Enterprise.

For more information on how to do this, please check https://www.proximus.be/en/id_b_cl_technical_assistance_webinar/companies-and-public-sector/news/news-blog/webinars/webinar-technical-assistance.html.

Changes will be made free of charge during the first week following the activation of the Service. Thereafter, a fee will be charged for this.

3.9 Mobile Backup

This option provides the Customer with a backup solution based on a 3G/4G or 5G - mobile connexion (depending on on-site infrastructure and the available technology) in case of the fixed line underlying the Service has a problem and cannot ensure the Service anymore. This option is only available for 'Internet Pro+' and 'FullFiber Extended' service flavors.

The switchover will take place automatically without a manual intervention from the Customer. When the fixed line is working again and is stable, the connection will be switched back automatically again on the fixed line. The fixed IP-address which is allocated to the fixed line will also be available on the backup connection.

The mobile backup solution is a form of wireless solution which works via the propagation of radio signals. Since these signals can be disturbed by external sources or obstacles in the form of buildings, vegetation or terrain, Proximus cannot guarantee the transmission everywhere at all times and the quality of the service 'Mobile Backup' will depend on the quality of the indoor Proximus mobile coverage at the installation address. In addition, Proximus does not give any guarantee relating to the speed and the bandwidth of the mobile connexion used for the mobile backup solution. They can be lower than the original speed and bandwidth of the fixed line. Proximus will determine the most appropriate technology to offer Mobile Backup on a site-by-site base.

Proximus draws the attention of the Customer on the fact that in case the Service is used as prerequisite to a Voice over IP telephony service, the voice traffic shall not be switched on this mobile backup solution.

Take into account the wireless nature of the backup solution, this option is subjected to a technical feasibility study on the Customer's Site during the presales phase. But a positive feasibility study does not guarantee the Proximus mobile indoor coverage shall be ensured. If during the implementation phase, Proximus observes that the mobile indoor coverage is not ensured, Proximus has the right to reject the activation of this option. In such case, the option is not more included in the Agreement without Proximus being required to offer another solution or provide any compensation whatsoever.

On the temporary 'Internet Pro+' and the temporary 'FullFiber Extended', the Mobile Backup will always be activated.



3.10 Wifi

In case Proximus provides the CPE, the Customer can access the CPE in a cabled (Ethernet) or wireless (Wifi) way.

The Wifi will be delivered via the CPE itself.

There are some cases where the Wifi-access is not available :

- In case Proximus is not providing the CPE (Internet Pro+ Essential and FullFiber Extended Essential)
- FullFiber Extended in combination with the 'Fiber Fast'-speedoption
- FullFiber Extended in combination with the 'Fiber Express'-speedoption

3.11 DNS Servers

The internet connection is provided with Proximus DNS Caching Servers.

Customers with a fixed IP address (by means of an IP pack or a fixed IP address included in the Service) can request Reverse DNS configurations by sending an e-mail to: dnsmaster@proximus.com.

4. Implementation Phase

4.1 Ordering

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

- The requested service flavor
- The Initial term of the Agreement (if the duration per default is not applicable)
- The ordered option(s)
- Activation or deactivation of the wifi functionality

4.2 Installation, configuration and activation

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus starts the implementation process. The Customer will be contacted by Proximus to make an appointment for the installation. Then, the Customer will receive a written confirmation of the order and all the necessary information regarding the installation and activation of the Service (including the activation date).

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

The Customer will designate one or more individuals who possess the appropriate skills, knowledge and/or experience to oversee the Service, evaluate the adequacy and results of the Service, and accept responsibility for the results of the Service. This person has (these persons have) to be present or at least available by phone during the whole implementation phase.

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

- Installation:
 - Installation of the line if not present at the Customer's sites
 - installation of all Products included in the Customer's solution (splitter, CPE and Hardware needed for the mobile backup option if ordered). This includes the connection of Products to the patch panel or outlet and the powering up to make sure the Product is functional.
- Configuration and activation:
 - Proximus configures the Products and the Internet line
 - When applicable, Proximus performs a configuration backup
 - The IP-address will be loaded into the router
 - Wifi will be activated or de-activated depending on the choice of the Customer
 - Proximus activates the Service

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



- Configuration of the Customer's LAN
- Configuration of the Customer PC, tablets, smartphones
- Delivery, installation and configuration of the Router for the 'Internet Pro + Essential or 'FullFiber Extended Essential'
- Delivery, installation, configuration of the internal cabling

Near the end of the implementation phase, Proximus will execute functional tests and performance tests. When needed, Proximus adjusts the installation based on the test results and performs a new set of tests.

At the end of installation and configuration, Proximus will take care of all packaging and other waste material. Proximus will inform the Customer in writing (e.g. e-mail, fax) that the Service is activated. The Service is made available for the Customer as from the activation date..

Implementation timing

As of the confirmation of the Customer order by Proximus and provided that a Proximus line with the technology mentioned on the Order form is available at the Customer sites and that all prerequisites are met, Proximus makes every effort to ensure the activation of the Service occurs within 20 Business days.

If no Proximus line with the technology mentioned on the Order form is available at the Customer sites, the above activation timing cannot always be applicable. The following rules will be applied:

- If the Customer's site is equipped with the necessary cabling and equipment, and if the required infrastructure on the public domain is present, Proximus shall use its reasonable effort to apply the activation timing mentioned above.
- If the infrastructure is not in place on the Customer's Site, additional works may be needed, the activation timing mentioned above is longer and extra cost will be charged to the Customer: Proximus makes an appointment with the Customer to carry out a Site Survey. Such a survey results in (i) Request for design (RFD) which will specify the conditions under which the line can be provided by Proximus and (ii) a list of activities that need to be performed, either by the Customer or by Proximus. If the Customer wants to perform the works on his sites, he will give Proximus an indication of the date from which the works will be ready and informs Proximus when the works have been finalized. If the Customer wants Proximus to perform the works on his sites, Proximus will first submit an Offer for these specific works to him for approval of the related costs and – following a formal order of the extra services from the Customer – the timing.
- If the infrastructure is not in place on public property, additional works may be required, the activation timing mentioned above is longer and extra costs will be charged to the Customer: most of these works are subject to authorization from the public authorities, which may cause a substantial delay in the installation of the Service. Unexpected circumstances may also lead to a delay in the installation of the Service. In that case, Proximus will inform the Customer of the cause and the length of said delay. A specific Offer shall be provided to the Customer regarding the costs of the installation works.

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

4.3 Rush installation

For the temporary 'Internet Pro+', temporary ' ' and temporary 'FullFiber Extended' - Service flavors, the Customer can request, as a (payable) option, Proximus to deliver the Site within a committed timeframe. The Customer mentions the exact date requested for the provisioning - the Requested Ready For Service (RFS) date - in the Order form. The Rush Installation Service is only possible during the implementation phase of the Service. Once the Service is activated by Proximus, the Customer is no more entitled to request a rush installation for an extra option (eg mobile back up requested after the activation of the Service) or extra service (eg activation of voice over IP telephony service on the same line).

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus shall check if the RFS is feasible. Proximus informs the Customer within 2 Business days after reception of the Order from the Customer.

Proximus has the right to reject the request for a rush installation in the following cases :

- The internal production capacity of Proximus does not allow to treat the rush order at the date requested
- The Customer Site is not ready to allow the provisioning of the temporary 'Internet Pro+' or temporary 'FullFiber Extended'-line at the requested date
- The rush installation is not possible due to technical constraints

If the rush order is rejected, Proximus will install the temporary 'Internet Pro+' or temporary 'FullFiber Extended'-line as a normal installation and the rush order fee will not be charged.

If the rush order is accepted by Proximus, this latter undertakes to install and activated the new Internet line by the 'Ready For Service'-date. Without prejudice the foregoing delays due to the Customer (such as non-respect of Proximus technical specifications, Telecommunication room not ready, etc.), a Force majeure event or to a third party shall not be a Proximus's failure. If Proximus has respected the committed date for the Rush Installation Service, Proximus will invoice the installation price as well as the price for the Rush Installation Service. If Proximus has missed the committed date for the Rush Installation Service and if the failure is due to Proximus, the Customer will only pay the installation price. The Customer will not be charged for the rush installation service. There will be no other indemnities to be paid by Proximus. Rush installation will only be offered on 'temporary' lines anymore.

5. Operational Phase

Proximus uses, for each service component described below, its reasonable effort to make the Service operational and conform to the agreed Service Levels during the Agreement. In compliance with the General Terms and Conditions, all Proximus obligations must be qualified as obligation of means except if subjected to service credits in case of breach of the Service Level agreement.

5.1 Reactive Care

The Reactive care service component family contains components that aim at restoring normal operations in case of Incidents, with the least possible impact on either the Customer's business or the End Users. An Incident is defined as an unplanned interruption to a Service or a reduction in the Quality of a Service. Failure of a configuration item that has not yet impacted Service is also an Incident.

In addition, a Service Desk is accessible for the Customer to interact with Proximus about the different aspects of the Service.

The acceptance procedure described in the General Terms and Conditions for the configuration and installation is also applicable to the measures taken by Proximus in the framework of the Reactive care service components.

5.1.1 Service Desk

The Service Desk service components are about providing a single point of contact (SPOC) between Proximus and the Customer for supporting services during the Service Operations phase.

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

5.1.1.1 Service Desk Access

A. SERVICE DESK AS SPOC

The Service Desk acts as a Single Point of Contact (SPOC) for the Customer in case of a Service Event, i.e. any request, alert or notification, related to the Service. A Service Event is reported by the Customer or by Proximus or can be triggered by a service monitoring or management system, and requires somebody to take action. The Service Event is logged by Proximus as an Incident, Change Request, Request for Information or a Service Request. In addition, the Service Desk can also be contacted for On-demand Support.



The Service Desk is only accessible to authorized Customer representatives (24x7) via:

Service Desk Access	
Phone	0800 22 200 (NL) 0800 33 200 (FR) 0800 44 200 (D) 0800 55 200 (ENG)
E-mail	ict-servicedesk@proximus.com
Web	admit.proximus.be www.proximus.be/MyContacts

Upon receiving a Service Event notification (call, mail or web) from the Customer, the Service Desk will validate the identity of the Service Event initiator against a predefined list of authorized Customer representatives and collect information about the Service Event. The following information can be requested from the Customer (non-exhaustive list):

- The Customer's contract identification number
- The serial number of the affected Product/line
- The nature of the Request
- The address of the Site on which the Product/line is located
- The name, e-mail address and phone number of the Customer's technical contact

The Service Desk registers the Service Event. After registration the Customer will receive a Ticket number. This number serves as a unique identifier and must be used in all further related communications between Proximus and the Customer. During the lifecycle of the ticket, a follow-up of the status and interaction with the Customer will be possible via the secure portal put at the Customer's disposal for the term of this Agreement. The Customer is informed on every ticket major status change. This includes amongst others:

- Opening, resolution notification & closing Incident
- Stop clock
- Change of priority

The Service Desk consists of several functional units:

1st line: Acting as the primary point of contact for the Customer and as such dealing with a variety of Service Events. They are responsible for the correct logging of Service Events, solve them if possible or dispatch



these to the correct 2nd line team. The technicians have the necessary technical skills to solve basic Incidents. Customers with an 'Internet Pro (FullFiber)' - service Flavor will get priority on accessing the Service Desk over Customer with 'Internet Office&Go Comfort (FTTH)' or an 'Internet Maxi (FullFiber) with Bizz Services Flavors'.

For the 'FullFiber Extended', 'Internet Pro+ (Essential)' - service flavors, both on copper and fiber, there is another Service Desk with technicians having extended technical skills in order to deal with complex configurations and specific, tailor-made, settings.

2nd line: Having deeper technical skills and responsible for handling the assigned Service Events until fulfilment. Within this context; the 2nd line support teams will further escalate to internal expert teams or external parties to provide the contracted support services.

B. SERVICE EVENTS

The treatment of each Service Event type is specified below:

Incident:

In case of an Incident detected by the Customer, the Customer registers this Incident via the Service Desk. In case of a complete Service interruption, the Customer must always log the ticket via a phone call to the Service Desk. The Service Desk will also ask the Customer to provide all relevant information on the business impact and urgency of the reported Incident. The Service Desk will accept and classify the Incident, create an Incident Ticket and dispatch the Incident Ticket to the appropriate support team. Proximus shall use reasonable effort to create an Incident ticket and notify the Customer within 15 minutes.

The Service Desk will assign a priority to the Trouble Ticket at its own discretion based on the business impact of the Incident (see below) and dispatched to the appropriate skill pool for further treatment within the applicable SLA if applicable.

Priority definitions	
P1	Service completely interrupted A complete breach of the Internet Access, so no interaction towards the Internet. - There is no synchronisation anymore between CPE and the Proximus-network, - There is an Hardware problem.
P2	Service severely degraded (critical business functions) or backup active In case of a mobile back-up, an interruption of the fixed line. Quality issues like repetitive interruptions, slowness, services not available and unreachable servers.
P3	Limited impact (business processes can continue)



	Defects on the mobile back-up, mailbox problems or Wifi-problems.
P4	No impact/request for info Requests for configuration changes, questions regarding the active configuration and questions regarding former interruptions.

Change Request:

A change request is a Customer request to change the configuration of a configuration item. See Configuration Handling for detailed descriptions. A ticket is created and dispatched to the appropriate support teams for further treatment.

Request For Information

The Customer can request for additional information or clarification related to the Service or related to a specific service deliverable (e.g.: a request to provide a specific report; a request to provide certain log output; etc.), by submitting a Request for Information. The Customer is required to submit its Request for Information via the Self-service portal when authentication of the requestor is required for the specific request.

Proximus reserve the right to charge the Customer on time and material basis for the cost associated to the fulfilment of the Request for Information.

Service Request:

A service request is any Service Event that is not of type Incident, Change or Information Request. A ticket is created and dispatched to the appropriate support teams for further treatment.

On-demand Support:

The Customer can contact the Service desk for specific support which is not covered by the Agreement (hereafter 'On-demand Support'). When the Customer wishes to order On-demand Support, the Customer contacts the Service Desk via phone or via the self-service portal, and provides it with the necessary information to register a Ticket. His request is then transferred to the competent Support Team for a first assessment. Proximus will assess, at its own discretion, the technical and commercial feasibility of the Customer's request and will communicate its feedback to the Customer as soon as possible. Proximus may reject the Customer's request if for instance technologies are not supported by Proximus or if implementation takes more than 2 Business days. When Proximus accepts to perform the requested On-demand support, the Customer signs the Service Request Form. The On-demand Support is then activated.

The On-demand Support is charged against a fixed "start-up" fee and a recurrent "time & material" fee.

C. SELF-SERVICE PORTAL

The Self-Service Portal provides Single Sign-On access to the handling of Service events, online ordering (if foreseen in the scope of this Service) and all online reporting.

- Access to Service Events
 - The Customer is provided with a portal to access his Service Events. On this portal Service Events can be logged, the status of a Service Event can be consulted, files and patches can be downloaded.
 - An Incident Service Event can always be reported via this online portal, but Incidents with a P1 priority always need to be reported via phone.
- Access to Reporting
 - The Self-Service Portal contains a direct link to the Customers' online reports, if the Customer has Reporting service components as part of his Service.

5.1.2 Incident Handling

“Incident Handling” service components aim at resolving or diminishing the consequences of an Incident without including the Spare Part Handling. Incidents are handled within the service window as defined in the Agreement. After any intervention the status of the Incident ticket will be updated in the self-service portal made available for the Customer. Proximus shall use its reasonable efforts to carry out the activities described below in case of an Incident.

5.1.2.1 Remote Diagnostics

Proximus analyses whether the reported Incident can be diagnosed based on all information available. This analysis is done remotely (through phone, email, monitoring tools).

The Customer will be requested to provide, if needed, the necessary information and may be instructed to perform some basic troubleshooting or corrective actions.

5.1.2.2 Remote Intervention

Once the Remote Diagnostic is done and provided that the Incident can be solved remotely, Proximus shall start with a Remote intervention to seek to solve the Incident regardless whether the Incident is related to Hardware, Operating System or Application Software.

Dealing remotely with an Incident may involve contacting the Customer to assist in some basic on-site repair activities. These repair activities are limited to Hardware issues or Software bugs on the solution element in the scope of this service component. Configuration issues are not in scope of this service component.



In the case of a Software issue, the Remote Intervention is limited to checking with the vendor on availability of patches/updates and suggesting them to the Customer. On-demand Support from Proximus is possible if the Customer wants Proximus to execute the available upgrade, update/patching.

5.1.2.3 On-Site Intervention

An On-Site Intervention will be executed in case Proximus concludes that the Incident is related to Hardware or Operating System and cannot be solved remotely or by a part replacement.

This intervention is executed by Proximus at the Customer's Site at a time mutually agreed by the Parties.

The Customer will be informed of any actions and their related impact (time, consequences on the existing Customer's infrastructure).

Proximus gets the Customer to agree on the actions to be taken. After the intervention the status of the Incident ticket will be updated.

5.1.2.4 Configuration Restore

In addition to the Remote and On-site interventions, Proximus, if required for service restoration purposes, will use reasonable efforts to restore - in mutual agreement between the Customer and Proximus - the Configuration to the last known valid configuration of the Solution element.

If the Customer has chosen that Proximus ensures the Configuration Management of the impacted Solution element (no root access to devices available for the Customer), Proximus will start the Configuration Restore with the latest available backup directly after the replacement of the faulty part.

Otherwise, the Customer is responsible to provide Proximus with the latest configuration backup to implement. If the installation of this backup does not restore the configuration correctly, a restore to factory settings will be attempted (if the Customer agrees). If this does not work either, the Customer can request On-demand Support.

The Service does not cover the restoration of any other lost Customer data, and only applies to Hardware Solution elements.

5.1.3 Spare Part Handling

The Spare Part Handling service components aim at resolving or diminish the consequences of an Incident by a the replacement of a faulty part of the affected Product. The service components differ in modalities of the delivery and replacement of spare parts. Shipping by Proximus and travel costs of Proximus, as well as the cost of the spare part, are included in the service fee.

The spare part remains in the Customer's infrastructure as a final solution (in other words: no additional replacement of the Product is performed), unless if stipulated otherwise. If no defect is detected, costs can be charged to the Customer.



5.1.3.1 Express Spare Part Delivery

Referring to the Trouble Ticket Number from the Service Desk, Proximus ships a spare part to the Customer, without waiting the faulty part. The Spare Part comes from a stock of spare parts managed by Proximus and shared for multiple Customers. By using such stock, it is possible to do a faster replacement than returning the faulty part to the Hardware's manufacturer provided that the spare part is available in the stock of Proximus.

Proximus shall use its reasonable efforts to hold a sufficient stock of spare parts. The Customer acknowledges that Proximus cannot be held liable to have at its disposal spare parts which are no longer available from the Manufacturer.

5.1.3.2 On-site Part Replacement

Referring to the Trouble Ticket Number from the Service Desk, Proximus executes an On-Site intervention consisting in the replacement of the faulty part by a spare part, and re-installation of the latest version of the Operating System (OS) for that part (for parts that have an OS). Functional tests are performed before closing the intervention. The faulty part is taken back by Proximus.

Restoring Application Software is not part of the scope of this service component. An ad-hoc paying intervention for restoration of an Application Software can be requested by the Customer.

5.2 Configuration Handling

The Configuration Handling service component family contains service components that consist of activities carried out by Proximus on the following Solution elements :

- The CPE
- The Internet Service Platform
- The line
- The mobile backup hardware

Configuration Handling activities by Proximus shall not be possible for any other Solution elements.

5.2.1 Access and Configuration Management

All Solution elements in the scope of this Agreement with Access and Configuration Management are the subject to the respective rights of the Parties defined below.

5.2.1.1 Configuration Management without Specific Customer Rights

Proximus is holder of all administrators' rights on behalf the Customer. The Customer has read and limited administration rights on the Solution element in the scope of this service component to execute Changes. Customer is entitled to make at its own discretion the following changes in the configuration of these Solution elements:



- Change SSID (name) of the Wifi
- Change the security key of the Wifi (e.g. WPA-PSK)
- Choose a Wifi-channel

Any other changes in the Configuration of the Solution elements in the scope of the Agreement for this service component shall be performed by Proximus after approval by the Customer. Proximus shall not be liable for any consequences of changes made by the Customer or a third parties.

5.2.1.2 Configuration Management without Customer Access Rights

Proximus is holder of all administrators' rights on the Solution element. Proximus is the only one entitled to access and change the Solution element. The Customer has no access nor administration rights on the Solution element. The Customer is not entitled to make any changes to the Solution element. Proximus shall not be liable for any consequences of changes made by the Customer or a third party.

5.2.1.3 Configuration Backup

Proximus shall use reasonable effort to make regular backups of the configuration of the Solution element in scope of the Agreement for this Service component, and make them available for restore purposes. The first backup is made during the installation of the Solution element by Proximus.

By default, the configuration backups are scheduled to run at night and stored in a secure location managed by Proximus. (Internet Pro+, Internet Pro+ FullFiber, FullFiber Extended).

The Configuration Backup kept by Proximus handles the following information :

- Internet IP configuration
- DHCP server
- DHCP pool
- Wifi data
- Wifi password
- Wifi security mode
- Port mappings
- PPP login data

The password is not stored into the Backup-file. This is always encrypted for security reasons. It can only be changed via an on-site intervention by a Proximus-technician.

5.2.2 Configuration Change Handling

Configuration Change Handling aims at providing the Customer with the opportunity to request Changes on the configuration of the infrastructure or the Service during the Agreement. The Configuration Change can only be Standard.

The Configuration changes can be proposed by the Customer or by Proximus. When proposed by the Customer, the Customer requests the change via the Self Service Portal or via the Service Desk (Change Request). In the second case, Parties will discuss the proposed change and Proximus shall prepare the Change Request on the Self Service portal. The Customer retains the final responsibility to approve the



proposed Change Request after which they will be prepared and implemented by Proximus. Proximus will be able to implement the Change Request provided that Proximus holds the appropriate management rights.

The acceptance of execution of the Configuration Changes takes place in compliance with the procedure defined in the General Terms and Conditions for Proximus Customers.

5.2.2.1 Standard Changes

A Standard Change request is a Change request where the impact on the Customer's business is known in advance. Because the workflow and workload are known, no specific analysis has to be done by Proximus, so the cost of the intervention is fixed and known in advance or can easily be estimated. These Standard Changes are categorized and listed together in the standard change catalogue available via the self service portal, from which the Customer can choose.

Once the Change Request is submitted by the Customer, the Service Desk will check the request and decide at its own discretion whether or not it will accept the request. If not, a motivation will be given. The Customer will always be notified of any outcome (acceptance or refusal) of the requested Change.

The Change Requests covers the following actions :

- Opening and closing of communication ports
- IP-address changes

This list can be adapted at any time by Proximus without any prior notice and without being deemed as an amendment to the Agreement. The applicable price is the price in place at the moment of submission of Change Request by the Customer.

Proximus will reduce the internal evaluation of the Change Request to the minimum required in order to be able to implement the change as soon as possible regardless the Service Window.

During the course of the Agreement the Customer can have this port strategy reviewed by, for example, instructing additional ports to be opened (there is no limit in term of numbers of opened port except port 23 which is reserved by Proximus for management purposes). For this, the Customer can send an email to ict-servicedesk@proximus.com or direct the request via the Technical Assistance module in MyProximus Enterprise.

For more information on how to do this, please check https://www.proximus.be/en/id_b_cl_technical_assistance_webinar/companies-and-public-sector/news/news-blog/webinars/webinar-technical-assistance.html.

The Customer will be charged a one-time supplement for each intervention that is requested more than one week after the installation.

6. Service Levels

This chapter describes the Service levels applicable. The Service Levels includes the Service Level Objective (SLO) and the Service Level Agreement (SLA). These are described in the tables below.

The Service provides the Customer with different Service Levels (SL) in terms of

- Incident Handling Window
- Service Restoration
- Service Availability

The SLs are applicable on the Service described in this document as far as the Proximus activities are concerned. Incidents or delays due to the Customer, Force majeure event or to a third party, time outside the Servicing Window, Planned Works are excluded from the calculation (application of the “stop clock” principle). SLs are only applicable for Incidents for which Proximus is responsible.

SL's are applicable when the Service is activated and the credentials are received, if any.

If Proximus fails to reach the SL objectives with remedy defined in the table below the Customer is entitled to Service Credits from Proximus. The Customer must claim these Service Credits itself, as Proximus does not provide them proactively. This claim must be submitted to Proximus within three months of the end of the month in which the SLA breach has occurred. The table below lists the service credits that can be claimed by the Customer in case of a breach. The Service credits and the escalation process are the exclusive right of the Customer and are an exclusive remedy for any failure by Proximus to meet this SL.

In case there is no remedy regarding the respect of the service level by Proximus mentioned in the table below, the Proximus obligation is limited to ‘an obligation of means’.

6.1 Service Level Description

Service Level	Service Level Definition	Remedy	Internet Essential/Internet Start Fiber	Internet Maxi with Bizz Services/ Internet Maxi Fiber with Bizz Services	Internet Pro	Internet Pro+	Internet Pro+ Essential
Incident Handling Window	The window during which Incidents are being treated	n.a.	Mon-Fri 8:00-20:00	Mon-Fri 8:00-20:00; Sat 8:00-16:30; excl Belgian holidays	Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays	Premium SLA : Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays Medium SLA: Mon-Fri 8:00-20:00; Sat 08:00-16:30; excl. Belgian holidays Basic SLA: Mon-Fri 08:00-	Premium SLA : Mon-Fri 8:00-22:00; Sat 8:00-16:30; excl Belgian holidays Medium SLA: Mon-Fri 8:00-20:00; Sat 08:00-16:30; excl. Belgian holidays Basic SLA: Mon-Fri 08:00-20:00; excl. Belgian holidays

						20:00; excl. Belgian holidays	
Service Restoration Time (1)	The time between the creation and the resolution of an Incident on the Service, within the agreed Servicing Window and minus all time as a result of the 'stop clock' principle.	Escalation Process + Service credits: one month service fee in case the Service Restoration Time for P1 Incidents was not reached (maximum one month service fee per month)	Best effort	Same Day P1 3 Bus days P2 3 Bus days P3 10 Bus days P4	5h P1 Next Business day P2 3 Bus days P3 10 Bus days P4	Premium SLA: 5h P1 Next business day P2 3 bus days P3 10 bus days P4 Medium SLA: Same Day P1 3 bus days P2 5 bus days P3 10 bus days P4 Basic SLA: End of next Business Day P1 3 bus days P2 5 bus days P3 10 bus days P4	Premium SLA: 5h P1 Next business day P2 3 bus days P3 10 bus days P4 Medium SLA: Same Day P1 3 bus days P2 5 bus days P3 10 bus days P4 Basic SLA: End of next Business Day P1 3 bus days P2 5 bus days P3 10 bus days P4

<p>Service Availability</p>	<p>The service availability is computed as follows:</p> $100 * (1 - \frac{\text{Net Service Downtime}}{\text{Total Time (24x7)}}) = \text{Service Availability \%}$ <p>where Net Service Downtime is the time during which a Service is not available during its Servicing Window as a result of a P1 Incident minus all time as a result of the stop clock principle, and where Total Time is the time period over which the Availability is calculated.</p>	<p>Escalation Process + service credits: <99,7% -> 1,5% of the monthly rental <99,5% -> 5% of the monthly rental</p>	-	-	-	99.70% yearly	99.70% yearly
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Service Level	Service Level Definition	Remedy	FullFiber	FullFiber Extended
Incident Handling Window	The window during which Incidents are being treated	n.a.	<p>DEF : Mon-Fri 8:00-18:30;Sat 8:00-16:30; excl Belgian holidays</p> <p>OPT : Mon-Fri 8:00-22:00;Sat 8:00-16:30; excl Belgian holidays</p>	<p>Premium SLA (OPT): Mon-Fri 8:00-22:00;Sat 8:00-16:30; excl Belgian holidays</p> <p>Medium SLA (OPT): Mon-Fri 8:00-18:30;Sat 8:00-16:30; excl Belgian holidays</p> <p>Basic SLA (DEF): Mon-Fri 8:00-20:00;; excl Belgian holidays</p>
Service Restoration Time (1)	The time between the creation and the resolution of an Incident on the Service, within the agreed Servicing Window and minus all time as a result of	Escalation Process	<p>DEF :</p> <p>End of next Business Day P1</p> <p>3 Bus days P2</p> <p>3 Bus days P3</p> <p>10 Bus days P4</p> <p>OPT :</p> <p>5h P1</p> <p>Next business day P2</p> <p>3 bus days P3</p> <p>10 bus days P4</p>	<p>Premium SLA: 5h P1</p> <p>Next business day P2</p> <p>3 bus days P3</p> <p>10 bus days P4</p> <p>Medium SLA:</p> <p>Same Day P1</p> <p>3 bus days P2</p> <p>5 bus days P3</p> <p>10 bus days P4</p> <p>Basic SLA:</p>

	the 'stop clock' principle.			End of next Business Day P1 3 bus days P2 5 bus days P3 10 bus days P4
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- (1) In case of 'Same Day'-repair, the trouble ticket must be introduced before 17.00 on Monday -Friday and before 13.00 on Saturday.
'Business days' are abbreviated into 'Bus days'

6.2 Escalation Process

The escalation process is restricted to the Proximus Incident management activities. By definition escalation is only applicable for technical Incidents which impact the Service already in operational phase.

The escalation process applies only to P1 and P2 Incidents, as they represent service impacting Incidents.

6.2.1 “Peer to Peer” communication

As no time based triggers have been defined towards the Customers and in order to prevent undue use of high escalation levels, a “Peer to Peer” communication will always be applicable. This will avoid waste of time when outside process actions would be needed for one or both Parties.

Therefore both Proximus and the Customer must exchange during the escalation process the direct contact details (E-mail, GSM number ...) for every requested escalation level.

6.2.2 Escalation start

Every initial escalation request must be started by a contact with the Service Desk, after the creation of an Incident and the verification of the very latest available Incident status. The escalation process is not to be used in order to get additional information regarding past Incidents.

In order to start the escalation process, a phone call is mandatory.

6.2.3 Escalation level usage

The usage of a higher escalation level will always be requested to the current escalation level and include the contact details exchange for the requested escalation level. As from Level 2 the “Peer to Peer” communication will last till complete Incident resolution, even if operations are back on track.

The request to move to the next escalation level is to be triggered by the lack of actions of one Party or lack of satisfying results by the current escalation level. The support from the Customer Escalation Manager team will be used for all escalation levels above the escalation level 2.

In case of general outage impacting multiple Customers, the situation will be proactively escalated till Level 2.

6.2.4 “Peer to Peer” Escalation matrix

Level	Customer	Proximus	Comments
Level 0: Operations	Direct contact details (E-mail, GSM number ...) to be provided.	ICT Service Desk 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English)	- 24/7
Level 1: Team Leader / Escalation Coach	Direct contact details (E-mail, GSM number ...) to be provided when escalating.	Supervisor of the operator 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English)	- Inside business hours only - To be triggered by direct request to Level 0
Level 2: Escalation Management	Direct contact details (E-mail, GSM number ...) to be provided when escalating.	Customer Escalation Managers (CEM): 0800 xx200 (xx=22 for Dutch; xx=33 for French; xx=44 for German; xx=55 for English)	- To be triggered by direct request to Level 0 - 24/7. - “CEM” duty role organized outside business hours. - Level 2 and 1 outside business hours.
Level 3: Management	Direct contact details (E-mail, GSM number ...) to be provided when escalating.	Manager ICT Service Desk	- To be triggered by previous level.
Level 4: Department Head	Direct contact details (E-mail, GSM number ...) to be provided when escalating.	Head of customer ICT Service Desk	- To be triggered by previous level. - “Head of” duty role organized outside business hours.
Level 5: Executive	Direct contact details (E-mail, GSM number ...) to be provided when escalating.	Director Enterprise Operations	- To be triggered by previous level. - No direct escalation allowed - Inside business hours only

7. Specific Terms and Conditions

7.1 General information

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

7.1.2. In case of conflict or inconsistencies between the documents of the Agreement, the following order of precedence shall apply in decreasing order of priority:

- The Order Form (including any terms and conditions);
- The Contractual Service Description
- The Proximus Acceptable Use Policy
- The General Terms and Conditions for Professional Customers;
- The Offer;
- The Price List;
- The Contract Summary (in cases required by law).

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

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

7.2 Agreement procedure

7.2.1 Term and termination

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

Unless otherwise agreed between the Parties, the Agreement is concluded for an Initial Term of twelve (12) months as from the activation of the Service. At the end of the Initial Term, the Agreement shall be tacitly renewed for a Renewal Term of indefinite duration. Should one Party not wish the Agreement to be tacitly renewed for an indefinite, it must notify the other Party in writing at least thirty (30) Calendar Days before the end of the Initial Term.

In case the Initial Term was automatically renewed for an indefinite duration, either Party can terminate the Agreement during the Renewal Term with thirty (30) Calendar Days prior written notice.

7.2.2 Suspension of the Agreement

In case the Customer does not meet any of his obligations under this Agreement or another agreement with Proximus, Proximus may suspend all or part of the Service if the Customer fails to remedy the situation within ten (10) Business Days as of official notice being sent.

In case (i) of abnormal or unauthorized use of the Service (eg. posting illicit content on the Internet, violating third party intellectual property rights), (ii) the Customer disrupts traffic on the public network or damages the public network, or (iii) the Customer's system is not protected against Open Relay/Open Proxy, Proximus may suspend or terminate all or part of the Service with immediate effect after having notified or attempted to notify the Customer in advance.

The Customer will continue to be liable for the payment of the Service fees and any additional fees throughout the duration of the restriction or suspension of the Service.

The suspension of Service takes place without the Customer being entitled to claim any form of compensation and shall end when the Customer complies with his obligations. Proximus reserves the right to also bill Service reactivation charges.

7.2.3 Effects of termination

If the Customer prematurely terminates the Agreement during the Initial Term an early termination fee shall be payable to Proximus amounting to the equivalent of all amounts that would have been due in case of execution of the Agreement until the end of the current agreement period. In case of partial termination by the Customer, the early termination fee shall be calculated *pro rata*.

Besides this compensation for early termination, any arrangement 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.

Proximus reserves the right to claim the reimbursement of any discount that the Customer may have unduly benefitted from.

In addition, if the termination takes place during the implementation phase, costs suffered and works carried out by Proximus will be charged to the Customer.

7.3 Amendments to the Agreement

By deviation to the General Terms and Conditions for Professional Customers, Proximus reserves the right to amend the Agreement, and the technical features of the Service, even if this affects the price or quality of the Service, in case of a valid reason thereto. The Parties agree that the following non-exhaustive circumstances shall in any case be considered as a valid reason: changes in technology used, changes in prices charged by suppliers of Proximus, increase in other cost components of the Product and/or Service and regulatory changes. Proximus shall notify the Customer in writing of such amendments at least thirty (30) Calendar Days before their entry into effect. Customers who do not accept the new conditions may, except in cases stipulated by law, terminate their Agreement without having to pay an early termination fee, by no later than the last day of the three (3) months period following the notification of the changes. In case of a rate increase, the Customer may, except in cases stipulated by law or the indexation foreseen in this Agreement, terminate his Agreement without having to pay any early termination fee, by no later than the last day of the three (3) months period following the notification of the rate increase. Termination

may be exercised by any written means. For the sake of clarity, change of type of physical line and/or technology used to deliver the Service shall not be deemed as an amendment to the Agreement.

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

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

Where:

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

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

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

7.4 Obligations of the Parties

Rights and obligations of the Customer

7.4.1. The Customer has to comply with the Proximus Acceptable Use Policy which forms an integral part of this Agreement. This document can be consulted on www.proximus.be/AUP or any successor URL, as Proximus may amend from time to time.

7.4.2. The Customer shall not make abusive, fraudulent or excessive use of the Internet access, notably by deliberately or involuntarily congesting Proximus' mail servers and/or the data recipient servers (through spamming, junk e-mails, etc.) or by sending messages generating a large number of replies which can disrupt the availability of the servers or its networks. Proximus reserves the right to block the receipt of e-mails by its servers which are not protected against "open relay", i.e. servers which send e-mails which are not intended for Proximus and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

7.4.3. The Customer shall take all the necessary measures to prevent fraudulent access to his computer systems, notably by installing an effective firewall.

Rights and obligations of Proximus

7.4.4 Proximus alone shall determine which technical means are necessary to provide access to this Service under the most favorable conditions, without having to extend its networks or increase capacity.

7.4.5. Proximus shall use every means at its disposal to provide its Customers with access to the Service. However, Proximus does not give any guarantees, explicit or implicit, on the ability of the Service to meet the Customer's expectations or needs, nor on the flawless or uninterrupted operation of the Service.

7.4.6. The Services provided by Proximus includes aspects of security services in order to protect the Customer 's internal network against viruses and other threats. Although the Service is specially designed to do so, Proximus gives no guarantee, express or implied, on the ability of the Service to meet the expectations or needs of the Customer, detect or protect against all virus or other threats.

7.4.7. Proximus does not guarantee that the Service prevents the possibility of loss of or damage to transmitted data. Proximus is subject to an obligation of means in this respect. The Customer acknowledges having been informed of the Internet's lack of reliability, particularly the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he wishes to exchange over the Internet cannot be guaranteed on the public network. The communication by the Customer of confidential data concerning him or which he considers as such, through the Service, shall be at his own risk and peril. The Customer shall take all the necessary measures to protect the confidential nature and integrity of his data. Under legislation currently in effect and pursuant to this Contract, Proximus shall not be liable for the disclosure of confidential data stored on its computer system. The Customer shall also take steps to protect his data and software against viruses.

7.4.8. The Customer acknowledges that Proximus is not responsible for the deletion, non-reception or non-retention of e-mails or any other information.

7.4.9. In the framework of the Service under this Agreement, Proximus will not set up procedures in the fixed network in order to prioritize, slow down or otherwise influence traffic. Proximus ensures that any possible measures it may have to take in order to avoid saturation or over-saturation of its network will not result in a differentiation of the traffic between the end users and/or the services which are the object of this Agreement.

7.5 Internet volume

The current volumes and speeds for each Service is set out in this CSD. In case more data is needed than the internet volume included in the Service subscribed to, the Customer can order a volume extension. A list of the current volume extensions and the prices is available on www.proximus.be.

If the Customer exceeds the Internet volume included in the price of the Service subscribed to, the maximum speed of the Service will be reduced by Proximus until the end of the calendar month underway. Proximus will notify the Customer by using the appropriate means of communication (e-mail or text message) when the latter is close to exceeding the Internet volume included in the price of the Service. The Customer can check the Internet volume he has used so far in the month underway by consulting MyProximus.

7.6 E-mail address and web space

A Proximus e-mail address and a web space may be assigned to the Customer. The Customer shall regularly read his e-mails of the e-mail address provided by the Proximus Platform. If the Customer does not use his e-mail address for a period of six (6) months, Proximus reserves the right to cancel the e-mail address. In the event of termination of the Agreement, the Customer may continue to use the e-mail address, free of charge, after the date of termination of the Agreement with which such e-mail address is associated. Customers using the web space provided in their Internet subscription shall retain access in order to adapt the data stored on it. The web space shall remain accessible for six (6) months after the date of termination.

7.7 Products

7.7.1. Proximus puts the Products at the Customer's disposal for the duration of the Agreement. Proximus is the owner of the Products. These Products are subject to the provisions of the General Terms and Conditions for Professional Customers relating to the Rental of Products.

7.7.2 In case of Incident, the replacement or repair of the affected Products is not included in the Service fee when the Incident is due to any use or events outside the normal operating conditions of the affected Product, nor due to:

- a. external causes including but not limited to shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, vibrations, poorly functioning sockets, storms, fire, lightning strikes, floods, deficiencies or disruptions of the electricity network, chemical vapors, water damage, hail, snow, broken glass and all other causes alien to the Products, inappropriate environmental factors such as excessive humidity, abnormal temperatures or an abnormally high amount of dust, acts of terrorism and attacks, strikes, theft or industrial conflict
- b. the use with or connection of supported Products to items not approved by Proximus or the irregular operation of the item to which the Product is connected;
- c. the performance (or the attempting) of maintenance, a move, a repair or a change to supported Products by persons other than Proximus or as authorised by Proximus without the prior written consent of Proximus
- d. damages during relocation, transportation or refurbishment not carried out by Proximus
- e. carelessness or negligence by the Customer or third parties in using or setting up Products (such as using excessive voltage, spilling liquids, damage to the shell and / or connectors by physical force etc.) or improper handling of the Product;
- f. the failure of the Customer to respect his obligations as stipulated in this Agreement;
- g. changes to the cabling or the Customer LAN.

In such cases, the replacement or repairs of the Product shall be invoiced separately to the Customer at the rates listed in the Official price list of Proximus.

7.7.3. Proximus shall provide the maintenance services on condition that the manufacturer of the Product continues to provide Hardware and Software support.

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

7.7.5. The Customer shall insure the Products installed on the Site against all material damage, including but not limited to, machine breakage, electrical risks and water damage, by taking out a comprehensive "all risks except" policy. The Product shall be insured for its total replacement value for the full term of the Agreement. The replacement value shall be 12 times the monthly Service Fee. The Customer shall insert a waiver of recourse against Proximus in his insurance policy.

7.7.6. The Service can only be supplied if the Products installed on the Customer's Site are electrically powered. It is the responsibility of the Customer to ensure this throughout the Agreement. If the Customer wants to ensure the Service remains operational during a power outage, he must take care of the electrical power securisation of the Products (Battery back-up or UPS for instance). A UPS back-up can be ordered from Proximus. It is however not a component of the Service.

7.7.7. The Customer shall apply and comply with the Product related instructions provided by Proximus to ensure its proper operation and support of the Products. The Customer shall not make any changes to the Products.

7.7.8. Upon termination of the Agreement, Proximus shall be entitled to retrieve the Products from the Customer's Site(s). If Proximus was not able to retrieve the Products or in case of any degradation, defect or fault in the Products that is not the result of normal use, Proximus shall be entitled to bill the Customer for these Products, based on the prices set out in the Price List. If the Products are not returned within the aforementioned period, a sum of 50,00 EUR will be billed to the Customer.

7.8 Mobile back up

The following provision is applicable to the mobile backup option:

- The mobile backup solution is a form of wireless solution which works via the propagation of radio signals. Since these signals can be disturbed by an external sources or obstacles in the form of buildings, vegetation or terrain, Proximus cannot guarantee the transmission everywhere at all times and the quality of the service 'Mobile Backup' will depend on the quality of the indoor Proximus mobile coverage at the installation address. Proximus only has an obligation as to means, and shall take all the necessary measures to ensure the proper functioning of the Service.
- In the event of congestion of the mobile data network and in order to prevent mobile network (super) saturation, Proximus can be obliged to slow down certain types of data streams. More information regarding the procedures applied by Proximus in order to avoid (super) saturation of its mobile network is available on our internet site.
- Proximus may change the technical features of its Service if the operational or organizational conditions of the Service require it. Proximus formally reserves the right to change the access numbers of its Network access points, and to change the login procedure.

7.9 Payment and billing

7.9.1. The charge for the Service includes the Service activation costs and monthly subscription fee for the provision of the Service, as set out in the Order Form. All amounts will be billed in advance, except for any additional volumes that will be billed a posteriori according to the rates then in effect.

7.9.2. Where installation is required, the price varies depending on the type of installation chosen by the Customer. The various technical specifications proposed by Proximus are described in the manual and the documents supplied to the Customer. Any new installation or transfer of an installation performed by Proximus will be billed according to the installation rates then in effect.

7.9.3. The Customer will be billed for activation costs, each time he moves to a new address or takes out a subscription to another Internet service.

7.9.4. When a connection is set up the following charges are payable:

- (a) Any eventual fixed-rate travel cost.
- (b) Fixed-rate charges for fitting the connection point to the network. These charges also cover the drawing of cables in an existing duct or an open trench, in compliance with the technical instructions established by Proximus, located between the edge nearest to a public highway (with the exception of

motorways and roads for automotive vehicle use) and the building in which the connection must be set up.

(c) Charges per meter for laying cables inside the building (visible or in existing ducts)-

The following charges will be billed to the Customer separately:

- (a) Costs arising from the laying of cable on public land other than those cited in Paragraph 1(b), and the costs of crossing a highway to establish a connection on an unpaved surface or on an area not accessible to vehicles separating two or more highways;
- (b) File-handling costs arising from the use of property that is not part of the public highway for the purposes of establishing the connection;
- (c) Work carried out at the Customer's request.
- (d) If the Customer wishes, Proximus can provide an estimate for the works to be undertaken and submit it to the Customer in advance for approval.

7.9.5. A fixed charge is payable for activation of the Internet line. This covers file-handling charges and the cost of any work on Proximus sites, cabling work, work on overhead lines and existing related Equipment and work carried out on a paved public highway, with the exception of motorways and roads for automotive vehicle use.

7.9.6. For the purposes of Articles 7.7.4 and 7.7.5 of these General Terms and Conditions, the terms "paved highway", "motorway" and "roads for automotive vehicle use" are to be construed in accordance with the Royal Decree on the general framework for road traffic policy.

7.9.7. For the establishment of a connection outside the Network and the subsequent activation of the line, Proximus will, in response to the Customer's request, provide an estimate for the work to be undertaken, and submit this estimate to the Customer in advance for approval.

7.9.8. Any additional services may entail the payment of additional subscription fees or other amounts established in accordance with the Price List.

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

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

Annex 1 - Technical Parameters

The Customer shall ensure that the following service delivery conditions are complied with, i.e. that:

- Proximus introduction (place where Proximus cable/fiber enters the building) is accessible for the installing technician
- there is cabling (cat 5e or better) in place between Proximus introduction and the definitive installation location of the CPE's
- there is a connection point on the Customer's LAN;
- an IP address is available on the Customer's LAN;
- there are at least two 220V power outlets within 1 meter of the CPE's installation point;
- there is a connection point for the Customer's telephone line in the same room, and within a radius of 20 meters of the router installation point.

Moreover, the Customer must make a backup of his entire system and all of his data before the installation. He must also take all necessary steps to ensure that his software is compatible with the Service, in particular with respect to his antivirus system.

Annex 2 - Specific conditions for the allocation of additional fixed IP-addresses (IP pack)

Proximus, as a responsible member of the Internet community, is bound by the policies of the IANA and RIPE NCC with respect to IP addresses allocation and routing of those IP addresses.

The number of available Ipv4 addresses (32-bit addressing) is diminishing much faster than the actual demand. In order to efficiently allocate IP addresses, the policies stated in the Internet Registries IP allocations outlines (see RFC2050) are followed stringently by RIPE and other registration authorities that control the allocation process. Proximus and its customers have to follow the said policy.

Just as Proximus is allocated (leased) IP addresses by the registries, Proximus customers are similarly leased IP addresses. Proximus-assigned networks out of CIDR (Classless Internet Domain Routing) blocks are non-portable and cannot be transferred away from Proximus under any circumstances.

Proximus reserves the right to renumber or revoke a customer's allocation at any time with prior notice.

In making the assignment Proximus may suggest alternate means of network design to conserve address space based on the network map provided.

For large amounts of IP allocations (> /27 (> 32 IP addresses)) Proximus may ask you to fill out the RIPE-488, which is required by the RIPE NCC. Instructions for filling out these templates can be found in the "Supporting Notes for the European IP Address Space Request Form" (also known as RIPE-489. Both



RIPE-488 and RIPE-489 can be send by Proximus upon your request or found on the RIPE NCC website (<http://www.ripe.net>).

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