Enterprise Business Unit Solutions

Contractual Service Description

#Interact

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Sensitivity	**Confidential**

proXimus

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1. Introduction

#Interact (hereafter called 'the **Service**') is a Cloud application that gathers into a central platform (herein after the **Platform**) the messages and comments the Customer receives from compatible communication channels (such as, but not limited to, Facebook, Facebook Messenger, Chat on its own website) and selected by the Customer. The Service allows the Customer to access and reply to these messages through a portal (herein after the '**Portal**') from the Platform without having to connect individually to each selected communication channel.

The Service allows the Customer to access to the Platform through the Portal via an account created for him. Thanks to this access the Customer can reply to the messages and comments he receives from the communication channels he has connected to his account (also called the '**selected communication channels**').

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

- Platform
- Portal
- Communication channels:
    - Social media network services, messaging applications (not included in the Service)
    - Customer's chat on its website (included in the Service, also called **Customer Chat**)
- Chatbot: computer program that can converse with humans by text exchange (not included in the Service)

Social media network services, messaging applications and/or Chatbot are also called '**Third Party Product(s)**'.

The Service is available in several flavors:

* #Interact Hub: Service without Service Level

* #Interact Pro: Service with Service Level

* #Interact Bot: Service with the Chatbot handover and with Service level

In this document a distinction is made between:

- **End User:** natural person who ultimately uses the Service meaning who has access to the Portal and belongs to one of 4 available End User profiles.
- **Visitor**: natural person with who the End User or the Chatbot of the Customer has conversation on the selected communication channel(s).

The Customer needs to subscribe to an Internet connectivity service for all flavors. This Internet connectivity is not included in the Service and is a prerequisite to be able to use the Service.

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

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2. Service Overview

The Service is available in three (3) Flavors. Each Flavor corresponds to a set of functionality and activity types that may be included in the Service (also called Service Components). The Service Components are detailed per Flavor in the tables below and may be:

- included in the Service by default ('DEF');
- or optional ('OPT') and must be selected by the Customer;
- or subject to a separate contract ('SC').

Once the Flavor 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

The Service is provided according to the flavor chosen by the Customer in the Order Form.

Service Components	Detail	#Interact Hub	#Interact Pro	#Interact Bot
Basic components	- Login - Users Management - Skills Management - Topics Management - Channels Management - General settings - Business hours settings - Conversations - History - Statistics - Dispatch - FAQ	DEF	DEF	DEF
Chatbot handover components	- Chatbot settings - Chatbot conversation handover	N/A	N/A	DEF
#Interact SDK	- #Interact SDK	OPT	OPT	OPT
Storage	- Storage	DEF	DEF	DEF

2.2 Assist and Care Services

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

Service Components	Solution Elements in scope	#Interact Hub	#Interact Pro	#Interact Bot
Assist Services	Platform Portal	DEF	DEF	DEF
Optional Assist Service - Integration	Platform Portal	OPT	OPT	OPT
Optional Assist Service – Training	Platform Portal Customer Chat	OPT	OPT	OPT
Service Desk Access	Platform Portal Customer Chat	DEF (limited access)	DEF	DEF
Remote Diagnostics	Platform Portal Customer Chat	DEF	DEF	DEF
Remote Intervention	Platform Portal Customer Chat	DEF	DEF	DEF
Configuration Handling				
Configuration Rights without access rights	Platform Customer chat	DEF	DEF	DEF
Configuration Handling with Specific Access Rights	Portal	DEF	DEF	DEF
Backup	Platform Portal Customer Chat	DEF	DEF	DEF
Updates and Upgrades	Platform Portal	DEF	DEF	DEF

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3. Functional Service Description

The Service provides the Customer with a Portal of which the functionalities are described in this Chapter.

Basic components and storage are included in all Flavors whereas the Chatbot handover components are only available in case of #Interact Bot Flavor.

The Service allows also the Customer, as an option, to embed a chat on its own website by the installation of the Software Development Kit (Interact SDK).

The Customer selects the communication channels to be connected to the Service through the Portal.

3.1 Basic components

3.1.1 Login

This functionality enables the End Users to login to the Service by providing their credentials (email address and password). End Users can reset their password in case it is forgotten. After five wrong password attempts, the End Users' account is blocked. To deblock their account, End Users need to enter a new password via the link he receives by email.

3.1.2 Users Management

This functionality enables the Administrator to manage its End Users. By the term "managing", it is meant to view, create, update and delete End Users.

An End User belongs to one of the following roles:

- Administrator (1 or more per Customer)
- Agent
- Lead agent
- Analyst

Based on the role to which the End User belongs, the End User can or cannot access the different functionalities of the Portal.

For each End User creation, the first name, last name, email address, role and native language of the End User are asked.

Administrator can also assign skills, communication channels and/or spoken languages to the End Users if skills, communication channels and/or languages dispatching is activated in the settings of the Portal and if the role of the End User is administrator, agent or lead agent. Administrator can also search and sort End Users based on first name, last name, email, role and native language.

3.1.3 Skills Management

This functionality enables Administrator to manage skills of the End User. By the term "managing", it is meant to view, create, update and delete skills. For each skill creation, the name of the skill and a

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description are asked. Administrators can also assign Administrator, Agent or Lead Agent to the skills. Administrators can also search and sort skills based on their name.

3.1.4 Topics Management

This functionality enables the Administrator to manage topics of conversation. By the term "managing", it is meant to view, create, update and delete topics. For each topic creation, the name of the topic and a description are asked. Administrator can also search and sort topics based on their name.

3.1.5 Channels Management

This functionality enables the Administrator to manage the communication channels connected to the Service. By managing, it is meant to add and/or remove communication channels that are connected to the Customer's account of the Service. The list of the communication channels supported by the Service is available through the Portal or upon request. This list may evolve at any time without being deemed as an amendment to the Agreement. Proximus shall not provide the Service for communication channels not supported.

Once a communication channel is connected to the Service (what means making the link with the Customer's account of the selected communication channel and the Customer 's account of the Service), Administrator, Lead Agents and Agents will be able to view messages and/or comments from the said communication channel in the Portal as well as reply to them from the Portal.

This functionality gives also Administrators the possibility to write out of offices messages per selected communication channel. These out of office messages will be send to the Visitors contacting the Customer during out of office hours or closing days.

3.1.6 General settings

A general settings tab is available in the Portal for the Administrator. The tab displays the following functionalities:

- Dispatching
- Languages

The Dispatching functionality enables Administrator to enable/disable directing the conversations to Administrators, Lead Agents and Agents based on the communication channels they can handle, the language they can speak and the skills they have. In the General settings, the Administrator is able to activate and disactivate this functionality.

The languages functionality enables Administrator to register the languages mastered by the End Users so that it appears automatically in the creation/modification of the profile of End Users.

3.1.7 Business hours settings

This functionality enables Administrator to register opening hours of the Customer. On top of this, he can also register closing days of the Customer. During these predefined periods, out of office message shall be sent to the Visitors.

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3.1.8 Conversations

This functionality enables Administrator, Agent and Lead Agent to obtain a conversation from their waiting queue and start chatting with the Visitor.

Thanks to this functionality, Administrator, Agent and Lead Agent can also assign the conversation to the right Administrator, Agent or Lead Agent and/or add/remove skills to the conversation so that the conversations is dispatched to the right Administrator, Agents or Lead Agents.

Moreover, this functionality enables Administrator, Agent and Lead Agent to view the profile of the Visitor as well as their past conversations on the same communication channel. The past conversations are limited to the conversations which have token place during this Agreement. They can also manually add elements into the profile of the Visitor. These elements are first name, last name, email address, birth date, telephone number, mobile number. They can also write notes if they need to.

On top of this, the Administrator, Agent and Lead Agent can archive conversations once they are finished by adding topics. Once the conversation is achieved, it automatically goes into the history functionality.

3.1.9 Statistics

A statistics dashboard is available for Administrator, Lead Agent and Analyst. The Dashboards display analytics by showing different tabs such as but not limited to conversations, messages and End User. Under each tab, End Users can find key statistics, such as, but not limited to:

- Number of conversations received per channel
- Number of messages per conversation
- Number of conversations per End User (not available for analyst)
- Number of conversations per topic

3.1.10 Dispatch

This functionality enables Administrator and Lead Agent to manually direct conversations to the right Agent(s). Thanks to this functionality (provided that it is activated in the general settings), they can add skills to a conversation or assign the conversation to the right Administrator, Lead Agent or Agent. The conversation is then automatically directed to the waiting queue of the right Administrator, Lead Agent and/or Agent.

3.1.11 History

This functionality enables Administrator and Lead Agent to have an overview of all conversations that were achieved previously. The History is limited to the conversation which have taken place during the Agreement. They can also search them by communication channel, language, topics, skills, name of the End User, name of the person with who the conversation was and a range of dates.

3.1.12 FAQ

A faq is available for Administrator, Lead Agent, Analyst and Agents through the Portal. The faq consists of several written questions and answers explaining End Users how to use the Service.

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3.2 Chatbot handover components

3.2.1 Chatbot settings

This functionality enables Administrator to connect a chatbot to the Service if Customer has done the requested steps on its compatible chatbot platform. The Administrator can select the chatbot he/she wants to connect as well as on which communication channel he/she wants to connect it (only from the communication channels that are supported by a chatbot).

The list of the Chatbot platform supported by the Service is available through the Portal or upon request. This list may evolve at any time without being deemed as an amendment to the Agreement. Proximus shall not provide the Service for Chatbot platform not supported.

3.2.2 Chatbot conversation handover

This functionality enables Administrator, Lead Agent and Agent to pause the chatbot connected to the Service when the chatbot cannot give a correct reply. This enables them to start chatting with the Visitor with whom the chatbot was discussing without the intervention of the Chatbot. Once the conversation is finished, the Administrator, Lead Agent or Agent can resume the Chatbot so that the Chatbot can later reply to the Visitor. As long as the Chatbot has not resumed for the said Visitor, the discussion for the said Visitor remains with the End Users.

3.3 #Interact SDK

This functionality allows the Customers to get access to the #Interact SDK. The #Interact SDK is a software that Customer can use to generate codes that can be copied on its website to allow Visitors to communicate with End Users in real time via a Chat accessible on the website of the Customer.

3.4 Storage

The Service includes the storage of Customer's data. **Customer's data** means electronic data or information (data, files, photos, sound, text, inserted hyperlinks, etc.) stored by Proximus under this Agreement. The Customer's data are the following:

1- **Configuration data:**
   a. List of data provided by the Customer in the Order Form to activate Customer's account
   b. List of data provided by the Customer in the Order Form to create the first End User for the Customer
   c. All data inserted in the Portal by the Customer to manage the Service

2- **Customer's content :**
   Electronic data or information (data, files, photos, sound, text, inserted hyperlinks, etc.) submitted by the Customer (including its End Users) and Customer's Visitors for

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processing and storage by the Service on Customer's instructions. More specially, this includes content of the conversations between Customer (including its End Users) and Customer's Visitors and the content in the profiles of Visitors (received from the social media network or added or completed by the End Users).

For the sake of clarity, in case of conversation on social media network services or messaging applications (and thus not from Chat on the Customer's website) the data stored are a copy of the communication which takes place on the social media network service. Proximus does not store the 'original' communication which stays on the social media network service and under the liability of the social media network service operator.

3- Statistics and reporting
   a. Statistics and reporting available via the Service

The storage of the Customer data takes place in a secure location.

The Service is designed to ensure a retention period for the Customer data of the duration of the Agreement + 30 Calendar days.

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4. Implementation Phase

4.1 Ordering

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

- selected Flavor
- Last name, First name, email address and language of the first End User
- Selected option(s) (if any)

4.2 Assist Services

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

Proximus carries out the following activities when implementing the Service:

1. Creation of an Account for the Customer
2. Creation of the first End User (Administrator) for the Customer
3. Backup of the configuration of the Platform
4. Activation of the Service

Once the Service is activated, it will be deemed as having been made available to the Customer.

In order to avoid any misunderstandings, Proximus draws the Customer's attention to the fact that some activities are not included in Proximus' implementation of the Service, except if expressly agreed and specified in the Order Form. These activities are, but not limited to:

- Creation of other End Users than the first one
- Connection of the Customer's account to the communication channels and registration of out of office messages
- Registration of Customer' business hours
- Connection of the Service to Customer chatbot
- Creation of skills and topics
- Integration of Live Chat on Customer Website

4.3 Optional Assist Services

4.3.1 Integration

As an option, the Customer can request Proximus to integrate the Service to the Customer's ICT infrastructure. Such integration shall be performed by Proximus in compliance with the Scope of Work annexed to the Order Form and previously approved by the Customer.

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At the end of integration, Proximus will take care of all packaging and other waste material (if any) and will invite the Customer to do an acceptance of the integration. The acceptance procedure is described in the General Terms and Conditions for Professional Customers (see Article Configuration and installation).

4.3.2 Training

As an option, the Customer can order training on the Service (available in French, Dutch and English). The following aspects are covered during these training sessions:

- Explanation of the functionalities as described in the Functional Service Description
- Explanation on the necessary steps Customers must do to start using the Service

The training is available for Administrators, Lead Agents, Agents and Analysts and lasts maximum eight (8) Business hours.

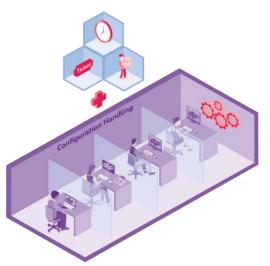The training does not include the implementation of the following activities:

- Creation of other End Users than the first one
- Connection of the Customer's account to the communication channels and registration of out of office messages
- Registration of Customer' business hours
- Connection of the Service to Customer chatbot
- Creation of skills and topics
- Integration of the Communication channel Chat on Customer Website

Travel expenses of the trainer are included in the Service.

Courses take place on the Customer's premises. The Customer agrees to provide the infrastructure required to run the course efficiently and effectively. This includes, but is not limited to, ensuring that the workstations and PCs, along with all the requisite online connections, work properly. A flipchart, whiteboard and beamer are also required in the meeting room where the training will take place.

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5. Operational Phase

This chapter describes the support provided by Proximus as from the activation of the Service (or as from the acceptance if the Customer has selected the option Integration) until the end of the Agreement. Under the Agreement the Customer benefits from reactive support Proximus provides it to shorten Incidents through interventions and management of the configuration of the solution elements in scope as described below.

5.1.1 Service Desk Access

In case of #Interact Pro and #Interact Bot Flavor, the Customer will have the following access to the Proximus Service desk:

The Service Desk is the interface between the Customer and Proximus for all aspects of the Service, including receiving, recording, registering and escalating Incidents and other requests. The Service Desk allocates resources (first line, second line, experts) and communicates regularly with the Customer.

Proximus provides the Customer with centralized Service Desk Access by phone or via a portal. The Service Desk is only accessible to authorized Customer representatives (24/7) every day of the year via the following channels:

Service Desk Access	
Phone	• 080022200 (NL) • 080033200 (FR) • 080055200 (EN)
Portal	https://www.proximus.be/login

The Customer is informed of, accepts and gives his consent for calls originating from or made to the 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.

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In case of #Interact Hub Flavor, the Customer will have access to the Proximus Service desk only in case of Incident (no service level shall be applied in such case). For all other requests, the Customer need to refer to FAQ available through the Portal.

5.1.2 Incident Handling

The activities related to Incident Handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident within the agreed Service Level. Travel costs and patches/Updates are included in the Service fee provided that the intervention takes place in Belgium.

5.1.2.1 Remote Diagnostics

The main goal of Remote Diagnostics is to assess and analyze the reported Incident, determine the cause and validate the impact of the Incident – either verbally, or by accessing the Customer environment via a remote connection.

Proximus will take actions to pinpoint the cause of the error and the location of the failing component. This includes identifying issues with configuration files and performance issues.

Remote Diagnostics allows Proximus to determine which actions should be taken to solve the Incident.

5.1.2.2 Remote Intervention

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

Proximus restores the configuration of the Solution element in scope based on the latest available configuration backup.

5.1.3 Configuration Handling

Within the limitation defined in this chapter, the Configuration Handling activities performed by Proximus under the Agreement aim to:

- Document the configuration of the solution element in scope
- Manage the configuration of the Solution elements in scope
- Backup the configuration of the Solution elements in scope
- Keep the Solution element in scope up to date

5.1.3.1 Configuration documentation

Proximus collects and documents up-to-date information about the configuration of the solution element in scope. This documentation is made available to Proximus only.

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5.1.3.2 Access and Configuration Handling

This chapter defines the access management rights held by Proximus and the Customer related to the Solution element in scope. When a Solution element is not covered by this service component, Proximus has no access and configuration right on the said Solution element. These access and configuration rights are held by the Customer and/or a Third- Party Product provider.

5.1.3.2.1 Configuration Handling without Access Rights

Proximus makes use of planned, and in some cases automated, processes aimed at keeping the Solution element up-to-date.

Proximus performs actions aimed at keeping the Solution element in scope in good working order. In this regard, Proximus uses a secure and central management platform with access rights. To allow faster troubleshooting, all platform activity is recorded.

Proximus or its supplier holds all administrator rights of the Solution element in scope. The Customer has no access or administration rights and is not authorized to make any Changes to the Solution element or the interfaces.

5.1.3.2.2 Configuration Handling with Specific Access Rights

Proximus makes use of planned, and in some cases automated, processes aimed at keeping the Solution element up-to-date.

Proximus performs actions aimed at keeping the Solution element in scope in good working order. In this regard, Proximus uses a secure and central management platform with access rights. To allow faster troubleshooting all platform activity is recorded.

Proximus holds all administrator rights of the Solution element in scope. The Customer has specific access rights to make limited changes. Authorized customer representatives have access to this Solution element configuration via the same secure and central management platform, with limited rights.

The Customer is entitled to make changes made possible in the Portal

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

5.1.3.3 Backup

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

The first backup is made during the implementation phase.

Unless otherwise agreed in writing between the parties, the backups are scheduled to be performed on a weekly basis. The backup of the configuration is stored in a secure location.

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5.1.3.4 Updates and Upgrades

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

Proximus monitors vendor notifications for new Updates and Upgrades. Proximus decides to implement such Updates/Upgrades at its own discretion. Proximus has no obligation to implement each Upgrade and Update made available by the vendor, increase the capacity of the Solution element in the scope or to add new functionalities to the solution element in the scope. Such Updates/Upgrades cannot be refused by the Customer.

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6. Service Levels

This chapter describes the Service levels applicable in case of #Interact Pro and Bot Flavor. No Service Level is applicable in case #Interact Hub Flavor. The applicable Service Levels includes the Service Level Objective (SLO) and the Service Level Agreement (SLA). These are described in the tables below.

6.1 Scope

These Service Levels are applicable within the Service window set out below, once the service is activated (or once the integration and activation have been accepted by the Customer if the Customer has subscribed to the option Integration) and the credentials are received, if any.

The Service Levels only apply to the Service described in this document and to Incidents for which Proximus is responsible.

The following are excluded from the Service Level calculation (application of the "stop clock" principle):

- Incidents, delays or events preventing Proximus from providing the Service because of the Customer (e.g. without being limited to, unavailability of the Customer's website), Force Majeure event, a connectivity problem, or a third party (e.g.without being limited to, unavailability of the social media network service),
- Time outside the Servicing Window, and
- Planned works (including interruptions for maintenance).

No Service Levels are applicable for On-demand Support.

6.2 SLO and SLA

The SLO defines an obligation of means (obligation de moyen/middelenverbintenis). Therefore, any breach of the SLO cannot be regarded as a material breach. In case of a breach, no Service credit can be claimed.

The SLA defines an obligation of result (obligation of résultat/resultaatsverbintenis). In case of a breach, the Customer is entitled to claim from Proximus theService Credits listed in the table below. Unless the Customer has subscribed to a Service Management Agreement, the Customer must claim these Service Credits himself, as Proximus does not provide them proactively.

In order for the Customer to be granted a Service Level credit, the notification of the Service Level failure must be submitted in writing to Proximus within three (3) months of the end of the month during in which the failure occurred. The Service credits are the sole remedy for any failure by Proximus to meet its SLA commitments.

The Customer will not be eligible to receive Service Credits if (1) the Customer is in arrears in paying his Proximus invoices related to this Agreement or another contract or (2) the Customer is in breach of the Agreement during the time of the Incident or event. If the Agreement expires or is terminated prior to the

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issuing of the Service Credit, the Service Credit will become void as of the Agreement's date of expiration or termination.

6.3 Service windows

Service levels are applicable within the following Service window.

The Service Window is the timeframe during which Incident Handling activities are carried out.

Service Window Name	Acronym	Applicable on	Service Window Hours
Standard Service Hours	SSH	*The Platform The Portal The Customer chat*	*Monday-Friday 8:00-18:00*

6.4 Incident Priority

In case the Customer detects an Incident, he can contact the Service Desk. The Service desk will assign an Incident priority based on the Incident's impact.

Priority definitions	
P1*	Service completely interrupted
P2	Service severely degraded (critical business functions) or backup active
P3	Limited impact (business processes can continue)
P4	No impact/request for info

In case, after diagnosis, the impact of the Incident does not correspond with the impact mentioned by the Customer at ticket creation Proximus will correct the assigned Incident priority.

*P1 Incidents should be logged by contacting the Service desk by phone only.

6.5 Planned Maintenance Window

In compliance with the General Terms and Conditions for Professional Customers, Proximus will make maximum use of the following planned maintenance window:

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Maintenance activities which requires no interruption of the Service: during the Business Hours.

Maintenance activities which requires interruption of the Service:

Monday-Sunday: 00:00 – 06:00

Belgian Public Holidays: 23:00 – 07:00

When required by the General Terms and Conditions for Professional Customers, Proximus shall inform the Customer personally or by publishing a notice on the Self-Service portal

6.6 Service Level Description

SLA KPI	Definition	Applicable on	Target	Valid for	Service Credits
Incident Response Time	The time inside the agreed Servicing Window between the ticket creation and the start of the troubleshooting by Proximus, minus all time as a result of an event for which the stop-clock principle is applicable.	Remote Diagnostics for Platform and Portal and Customer chat	P1 Incidents: 1h P2 Incidents: 2h	P1 Incidents for #Interact Pro #Interact Bot P2 Incidents for #Interact Pro #Interact Bot	P1 incidents: 10% of License fee billed for the previous month or each validated P1 Incident with breached SLA, with a max of 25% of the License fee billed for the previous month * P2 incidents: 5% of the License fee billed for the previous month for each validated P1 Incident with breached SLA, with a max of 25% of License fee billed for the previous month *
Device/Service Restoration Time	The device/Service restoration time is defined as the time between the ticket creation and the resolution of an Incident on the solution element, within the agreed Servicing Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote Intervention For Portal and Platform and Customer chat	P1 Incidents: 6h P2 i-Incidents: 10h	P1 Incidents for #Interact Pro #Interact Bot P2 Incidents for #Interact Pro #Interact Bot	P1incidents: 20% of the License fee billed for the previous month for each validated P1 Incident with breached SLA, with a max of 25% of the License fee billed for the previous month * P2 Incidents: 15% of the License fee billed for for the previous month or each validated P1 Incident with breached SLA, with a max 25% of the License fee billed for the previous month*

* The total amount of the Service credits granted to the Customer under this Agreement in connection with any SLA in any calendar month will not exceed the License fees paid by the Customer for the Service for the month in question.

SLO KPI	Definition	Applicable on	Target	Valid for	Service Credits
Incident Response Time	The time inside the agreed Servicing Window between the ticket creation and the start of the troubleshooting by Proximus, minus all time as a result of an event for which the stop-clock principle is applicable.	Remote Diagnostics For Portal and Platform and Customer chat	P3 incidents: 5h P4 incidents: 10h	P3 incidents for #Interact Pro #Interact Bot P4 Incidents for #Interact Pro #Interact Bot	None
Device/Service Restoration Time	The device/Service restoration time is defined as the time between the ticket creation and the resolution of an Incident on the solution element, within the agreed Servicing Window and minus all time as a result of an event for which the stop clock principle is applicable.	Remote Intervention For Platform and Portal and Customer chat	P3 incidents: 3days P4 incidents: 6 months	P3 incidents for #Interact Pro #Interact Bot P4 Incidents for #Interact Pro	None

				#Interact Bot	

7. Specific Terms and Conditions

7.1 General information

7.1.1 The Specific Terms and Conditions complement the General Terms and Conditions for Professional Customers and this Contractual Service Description. They set out the rights and obligations of Proximus and Customer with regard to the provision of the Service described in this document.

7.2 Agreement procedure

7.2.1. TERM

As deviation to the General Terms and Conditions, the Agreement has been concluded for an Initial term of two (2) years. At the end of Initial Term, the Agreement is renewed in compliance with the General Terms and Conditions, for successive one-year periods.

7.2.2. TERMINATION AND TERMINATION EFFECTS

7.2.2.1. If the Customer terminates the Agreement prematurely then an early termination fee shall be payable by the Customer to Proximus amounting to License fee for the minimum number of End Users required (defined in the Order Form) due until the expiration of the then current contractual period without prejudice to the reimbursement of any discount that the Customer may have unduly benefited from. In addition, any arrangements made for deferred payment shall become null and void, and any outstanding sums shall be due immediately.

7.2.2.2. Upon termination of the Agreement, for any reason:

(1) Proximus disables the Service and any account provisioned as part of the Service;

(2) the Customer shall stop using the Service and destroy all documentation received from Proximus along with any copies, including partial copies, of the Interact SDK made available in the framework of the Service if any. The Customer shall certify that the Interact SDK (if any) has been purged from all devices, computer memories and storage devices within the Customer's control and that the documentation has been destroyed; and

(3) the Customer's content is not more accessible to the Customer. Consequently, before the termination of the Agreement, the Customer must take the necessary measures to extract his Customer's content as explained in the documentation made available to him by Proximus through the Portal. The Customer shall be responsible for reinstalling the Customer's content on his own equipment or on the equipment of a third party with his own licenses. Models, drawings and images belonging to Proximus or its suppliers are excluded from the restitution. The Customer is not entitled to extract other Customer's data than the Customer's content. The Customer's data (including Customer's Content) are definitively deleted at the expiration of the retention period defined in the Functional Service Description chapter.

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7.3 **Right to use**

7.3.1. Subject to the terms and conditions of the Agreement and provided that the Customer pays the applicable fee(s), Proximus grants the Customer, as from the Service activation date and for the Term of the Agreement, a non-transferable, non-sublicensable, non-perpetual and non-exclusive right to access and use the Service.

The Customer is allowed to grant access to the Service to End Users and shall, in compliance with the General Terms and Conditions for Professional Customers, be liable for the use of the Service made by the End Users.

7.3.2. If the Customer has subscribed to the option #Interact SDK this article applies. Subject to the terms and conditions of this Agreement and provided that the Customer pays the applicable fee(s), Proximus grants to Customer, as from the Service activation date and for the Term of the Agreement, a non-exclusive, non-transferable, non-sublicensable, non-perpetual license to download, install, and use the software development kit made available by Proximus to Customer ("#Interact SDK") in object code form only, solely to develop functionality of a Chat within Customer's websites to facilitate communication between Customer and its Visitors and provided that the #Interact SDK is only used in combination with the Service.

7.3.3. Upsize and downsize

The Customer may increase his number of End users at any time during the Term. Any requests from the Customer to increase the number of End users is made through the Portal and will be implemented and invoiced as from the date they are registered by Proximus. The contractual period of the additional End Users will be aligned with the current contractual period of the Agreement. Consequently, all the End Users will have the same end date.

The Customer may decrease his number of End users at any time during the Term. Without prejudice to the minimum requirements mentioned in the Agreement, any request to decrease of number of End users will be made through the Portal and implemented and invoiced as from the date they are registered by Proximus.

If certain specific measures are necessary to enable the downsize and/or the upsize to be implemented, Proximus will inform the Customer. The Customer shall perform such measures within the timeline given by Proximus. The Customer agrees that if he fails to do so, Proximus will not be able to implement the Customer's request. The month in question will then be invoiced on the basis of the previously applicable rules.

7.3.4. Audit

During the Term and for one year thereafter, the Customer must keep all records relating to the Licenses and the Customer's use of the Service under this Agreement. Proximus has the right, at its expense, to verify compliance with the Agreement. Customer must promptly provide any information reasonably requested by Proximus including access to systems running the Service. If verification reveals any unlicensed or unauthorized use of the Service, the Customer must within 30 Calendar days order sufficient licenses to cover its past and present use at 125% of the price, based on the then-current price and reimburse Proximus for the costs Proximus incurred in verification.

By exercising the rights and procedures described above, Proximus does not waive its rights to enforce this Agreement or to protect Proximus' (or the ones of its suppliers) intellectual property by any other legal means.

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Proximus will notify Customer at least 15 Calendar Days in advance of its intent to verify Customer's compliance with the Agreement. This verification will take place during Business hours and in manner that does not unreasonably interfere with Customer's operations.

7.4 The Customer rights and obligations

7.4.1.   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.

7.4.2.   The Customer undertakes, as a prerequisite, to have and maintain throughout the Term of the Agreement a customer' s account at the Third-Party Product provider for the Selected communication channel. Failure to do so, Proximus shall not be able to perform the Service for the said selected communication channel. The Service fee remains due by the Customer until he has terminated the Agreement in compliancy with the General Terms and Conditions.

7.4.3.   The Customer shall duly and promptly report any Incidents concerning the Service and any technical or operational changes that may affect Proximus provision of the Service. He must make sure, however, that the Incident is not caused by himself, his employees or his own equipment.

7.4.4.   In addition to the General Terms and Conditions, the Customer shall not (and shall not authorize or permit any third party including any End User to): (1) copy the Service except as expressly authorized by this Agreement; (2) use the Service on any unauthorized equipment; (3) use the Service in a way that could harm the Service or impair anyone else's use of it; (4) modify the Service or create derivative works based on the Service, reverse engineer or decompile, decrypt, disassemble or reduce the Service to human-readable form, (except as allowed by law) or attempt to do so; (5) alter any proprietary notices or legends contained in or on the Service; (6) try to gain unauthorized access, to, test the vulnerability of, or disrupt the Service or any device, data, account or network; (7) distribute spam or malware; (8) use the Service in a way intended to work around the Service's technical limitations, service fees calculation or usage limits; (9) use the Service for monitoring its availability, performance, or functionality or for any other benchmarking or competitive purposes; (10) use the Service in breach of other parties' rights.

7.4.5.   As part of the Service, the Customer is able to access and use an online Portal (herein after the 'Portal'). The Customer shall ensure that only End users are granted such access. The Customer shall comply with any other security or technical standards imposed by Proximus from time to time in connection with the Portal. The Customer shall promptly suspend the access of any End User who is not compliant with the Agreement. Proximus cannot verify whether access requests and the use of the Portal are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. In compliance with the General Terms and Conditions, the Customer shall promptly inform Proximus if he becomes aware that its access to the Portal has been compromised. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the End users.

7.4.6.   The Customer expressly acknowledges having received from Proximus all the information he could reasonably expect to allow him to check, prior to the conclusion of the Agreement, that the Service meets his needs and requirements.

7.4.7.   The Customer acknowledges and agrees that Proximus has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitation of liability set forth herein; the

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same reflect an allocation of risk between the Parties and form an essential basis of the bargain between the Parties.

7.5 Rights and obligations of Proximus

7.5.1. The Customer acknowledges and accepts that the Service is a standard service which has not been designed to explicitly meet his needs.

7.5.2.The Chapter Operational Phase describes the support activities performed by Proximus is case of Incident. Proximus intervention is not included in the Service (however, if delivered, the intervention shall be invoiced separately at the current applicable rate) when (i) the Incident is due to any use or events outside the normal operating conditions of the affected solution element, (ii) On-demand support is provided; (iii) the Incident is due to:

   a. external causes including but not limited to weather conditions, shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, poorly functioning sockets, storms, lightning strikes, floods, and all other causes alien to the solution element, inappropriate environmental factors such as too high humidity, abnormal temperatures or an abnormally high amount of dust
   b. use of the affected solution element not authorized by the Agreement and any prescription given by Proximus
   c. the use with or connection of affected solution element to items not approved by Proximus or the irregular operation of the item to which the solution element is connected;
   d. the performance (or the attempting) of maintenance, a move, a repair, a modification or a change to the affected solution element by persons other than Proximus or as authorized by Proximus without the prior written consent of Proximus
   e. negligence or fault (by act or omission) by the Customer or third parties in using or setting up solution element (such as using too high voltage, spilling liquids, etc.);
   f. the failure of the Customer to respect his obligations as stipulated in this Agreement;
   g. Change made by the Customer or a third party to the Customer's infrastructure underlying the Service.

7.5.3. In the limits authorized by the applicable law and unless otherwise agreed between the Parties, Proximus (and its suppliers) excludes any guarantee that the Service shall be continuous, uninterrupted and error free or free of harmful component. Moreover, the Customer acknowledges and accepts that Proximus has no obligations other than those exhaustively enumerated in this Agreement.

7.5.4. The Service may be subject to limitations, failures, delays and /or other matters inherent to the use of the internet connection used by the Customer. Proximus is under this Agreement no circumstance responsible or liable for any damage, loss or liabilities arising therefrom

7.5.5. As deviation to the General Terms and Conditions, in case Proximus is held liable for loss of or damage to the stored Customer's content, Proximus's liability shall be limited, at the Proximus discretion, per event to replicate the data from the last available backups made by Proximus in the framework of the

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Service or the amount (excluding any and all one-time fees) that the Customer paid to Proximus for the Service over the month preceding the cause of the damage.

7.6 Payment and billing

7.6.1. The Service fee includes the License fee and if any one-time fee.

One-time fee (if any) shall be billed to the Customer in advance. .

The License fee is invoiced as from the activation date on a monthly basis, in arrears. It depends on the number of activated End users (regardless their profile) during the billing period. Each End user shall be invoiced for the duration of its activation only.

If the Customer requests to decrease the number of End users below the minimum requirement mentioned in the Agreement, Proximus shall implement the decrease of numbers of End users as requested but shall continue to charge the Customer the minimum number of End Users required.

7.6.2. The Customer acknowledges and accepts that his invoices are based on the measurements performed by Proximus's (or its suppliers') systems for the billing cycle concerned.

7.6.3. The Customer is responsible for timely selecting and obtaining an appropriate Internet connectivity service for the purpose of being able to use the Service and for the costs of said Internet connectivity service.

7.7 Third-Party Product

7.7.1. The Service may include the interoperation of the Service with Third-Party Product(s).

7.7.2. These Third-Party Products are the responsibility of the Third-Party Product provider only (not Proximus). Proximus does not support or endorse or provide any warranty regarding the said Third-Party Products and has no liability for any failure of the Service due to a Third-Party Product.

These Third-Party Products are subject to terms and conditions (including, but not limited to, service fee, data privacy policy or content policy) of the said Third-Party Product provider. Those terms and conditions are between the Customer and the Third-Party Product provider and are not binding for Proximus. The Customer will be compliant with terms and conditions of the Third-Party Product provider at all times. However, non-compliance with the Third-Party Product provider's terms and conditions shall be deemed as a breach of contract committed by the Customer for which Proximus reserves the right to terminate the Agreement.

7.7.3.The Customer shall defend and hold Proximus harmless in the event of any proceedings, actions or claims by third parties (including, but not limited to, Third-Party Product provider or Visitor) relating to the Third-Party Products. Proximus disclaims and has no responsibility or liability for or content posted by Visitor, chatbot or End Users on a Third-Party Product, Proximus does not create or edit such content.

7.7.4The Customer acknowledges that the Service features that interoperate with Third-Party Product depend on the continuing availability of those Third-Party Product's API and program for use with the

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Service. The Service may be impacted, interrupted or may be, (in whole or in part) terminated, without referral to the court and without compensation being due by Proximus, if any Third-Party Product ceases to make its API or program available to Proximus or if any Third-Party Product experiences an outage, any malfunctions or any change in their services, practices or functionality. In such situation, an error message shall appear in the Portal.

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7.8 Customer's data

7.8.1. The Customer is the sole responsible for the Customer's Content.

The Customer undertakes not to exchange or place Customer's Content in the storage space made available under this Agreement that could (1) infringe third-party rights (intellectual property, privacy or other rights); (2) be immoral or contrary to public order, to any code of conduct (including any policy of the Third-Party Product provider) or to any law or regulation in force (including, but not limited to, privacy, e-commerce and consumer protection regulations); or (3) cause damage to Proximus (and its suppliers)'s infrastructure or the content exchange or placed in the storage space by other customers. The Customer guarantees in particular that his content is malware-free.

In case of a claim, complaint or action by an third party (including Third Party Provider, Proximus 'supplier or Visitors) relating to the Customer's obligations set out in this article, Customer data or the quality and/or the accuracy of the Customer's Content, the Customer will defend, hold Proximus harmless and will indemnify Proximus for any actions, claims, damages and interests, and any expenses (including legal costs) that Proximus might incur as a result.

Proximus does not check the Customer's content. If, however, Proximus is informed or has grounds to believe that the content is unlawful or could infringe third-party intellectual property rights, it reserves the right to take the requisite measures, such as immediately suspending the performance of this Agreement, taking technical or other requisite measures to put a stop to the offense or infringement or notifying the competent authorities, without the Customer being entitled to any compensation.

7.8.2.   Any Customer's content which is protected by intellectual property rights shall remain the sole property of the Customer (or, where applicable, of the third-party licensor).

Without prejudice the foregoing, the Customer grants (and warrants that he has a right to grant) Proximus, solely for the purpose of providing the Service to the Customer, a world-wide, royalty-free, sub-licensable (meaning that Proximus, affiliates, contractors, resellers and partners can deliver the Service) and irrevocable license to use, modify, publicly perform, publicly display, reproduce and distribute the Customer' Content.

7.8.3. Proximus shall use its reasonable effort to implement technical and organizational measures to protect the Customer's Content against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and all other unlawful forms of processing of the content.

Notwithstanding the foregoing, Proximus is not liable for any damage incurred by the Customer or a third party (such as operating losses, loss of data, compromising of the confidentiality/integrity Customer's content etc.), attributable to the malfunctioning of the Service following an intentional or unintentional change made by the Customer or a third party, or a breach of the security system (fraudulent operation or attack) by any person whatsoever (with the exception of Proximus employees). In case of Customer's fault or neglect, it shall hold Proximus harmless from claim, complaint or action by a third party (included the

Third-Party Product provider, Proximus's supplier, Visitors, End Users) in this respect. Proximus recommend to the Customer to take out an appropriate insurance policy to cover such liability and the risks inherent in the use of and access to the Service.

7.8.4. Proximus acts as data processor for personal data included in the configuration data or Customer's content stored by Proximus under this Agreement on the Customer's instruction. For any other personal data processed by Proximus under this Agreement, Proximus acts as data controller.

Proximus (and its subcontractors) may access the personal data included in the configuration data or Customer's content stored by Proximus under this Agreement:
- in order to carry out any operation necessary for the performance of its tasks under the Agreement;
- as a result of any order issued by the competent jurisdiction or a public authority;
- in order to protect Proximus's (and its subcontractors') network, equipment and/or interests.

As data controller, the Customer is responsible to inform and/or collect the appropriate consent of Data subject when required by the Data Protection Legislation. In case of failure, the Customer will hold Proximus harmless and will indemnify Proximus for any actions, claims, damages and interests, and any expenses that Proximus might incur as a result of a complaint lodged by a Data subject in this regard.

7.9 Training

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

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

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

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