



EBU Solutions

Contractual Service Description

Voice Managed Services (VMS)

Date 03/01/2019

Table of contents

Table of contents.....	2
1. Summary.....	3
2. Service at a glance.....	4
3. Functional Services.....	6
4. Implementation Services.....	10
5. Operational Services.....	11
6. Service Level Agreement (SLA).....	19
7. Specific Terms and Conditions.....	21
8. Annex 1: Service prerequisites.....	28

1. Summary

Proximus Voice Managed Services (hereafter called 'the Service') enhance the Proximus fixed voice services with web based management tools, enabling the Customer to:

- define alternate routing destinations (fixed destination, mobile destination, announcement or skilled agents);
- determine the best suited destination for incoming calls based on parameters which are defined and managed by the Customer himself.

Through these functionalities, the Service increases the flexibility and efficiency of the Customer's incoming-call management, while reducing call re-routing (call forwarding) costs. Additionally, it ensures Business Continuity, since the Customer can secure incoming calls by easily switching them to an alternate routing destination in case of problems on one or more Sites.

Three key functionalities of the Service are:

- **Traffic Routing Management:** service on one or more of the Customer's geographic numbers, allowing him to manage his incoming calls via a protected web interface;
- **Agent Contact Management:** feature enabling the Customer to route his incoming calls and e-mails to his authorized agents who are available on the network at a given time;
- **Outbound Campaign:** function enabling the Customer to manage his outgoing calls by transferring the caller to a qualified operator or by allowing the caller to listen to a pre-recorded message.

The Service is available according to four distinct Service Flavors: Classic , DRS , Voice Continuity ,Outbound. The Customer mentions the chosen flavor in the Order Form. .

Classic Flavor mainly targets the day-to-day management of the Customer's incoming traffic, while DRS and Voice Continuity Flavors focuses on the management of the Customer's incoming traffic in the event of a "disaster" in the Customer's infrastructure, . DRS for large companies and Voice Continuity for medium&small companies. With Outbound Flavor, outbound campaigns can be organized, in order to bring Customers in contact with agents or messages.

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 at a glance

The Service is provided as four 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'.

Voice Managed Service	Service Components	Classic	DRS	Voice Continuity	Outbound
FUNCTIONAL SERVICE COMPONENTS					
Functionalities	Traffic Routing Management (TRM)	DEF	DEF	DEF	
	Agent Contact Management (ACM)	OPT	OPT	OPT	
	Outbound Campaigns				DEF
	Recording	OPT			
Portal	management tool	DEF	DEF	DEF	DEF
	Statistics report	OPT			OPT
Mobile application	Mobile App			DEF	
IMPLEMENTATION SERVICE COMPONENTS					
	Configuration and Activation	DEF	DEF	DEF	DEF
OPERATIONAL SERVICE COMPONENTS					
Reactive Care	Service Desk Access	DEF	DEF	DEF	DEF

Voice Managed Service	Service Components	Classic	DRS	Voice Continuity	Outbound
	Remote Diagnostics	DEF	DEF	DEF	DEF
	Remote Intervention	DEF	DEF	DEF	DEF
Configuration Handling	Standard Changes	OPT	OPT	OPT	OPT
	Self-configuration	DEF	DEF	DEF	DEF
Service Windows	Incident Handling Window Mon-Fri 8:00-18:00	DEF	DEF	DEF	DEF
	Service Restoration P1 5H	DEF	DEF	DEF	DEF
	Change Implementation Window Mon-Fri 8:00-18:00		DEF	DEF	
	Critical Standard Change in 60 min		DEF	DEF	

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.

3. Functional Services

3.1 Overview of activities

The VMS platform enables the routing of the Customer's inbound and/or outbound traffic. Key features offered by the platform are:

- Traffic Routing Management
- Agent Contact Management
- Outbound campaigns

3.1.1 Traffic Routing Management (TRM)

Traffic Routing Management distributes incoming calls based on static and/or dynamic criteria. Static criteria are criteria which the Customer defines in advance, such as the time, origin and destination of the call, the type of Customer, etc. Dynamic or evolutionary criteria are directly linked to the status of the infrastructure at the moment of the call. Such criteria can be no reply, busy, etc.

3.1.2 Agent Contact Management (ACM)

Agent Contact Management directs incoming calls to telephone agents based on their competences and availability. The available agents are grouped according to a competency index which is defined by their manager and is independent of their physical location at national level. Agents can belong to different groups.

3.1.3 Outbound campaigns

The Customer can automatically send outgoing calls with a corresponding pre-recorded message. Upon receiving the call, the End users can react to the contact agents by selecting a Dual-tone multi-frequency (DTMF) option .
The voice messages used for the outbound campaigns have to be submitted by the Customer under the format PCM, 11.025 kHz, 8bit, mono. The Customer is responsible for the sound quality of the messages.

The list of End user can be defined and uploaded beforehand by the Customer. Alternatively, the Customer can define the list via the web interface. Some key parameters of this programming are listed in the table below:

# of lists	5
Max # of NAs per list	100
Max # of programmed campaigns	2
Max # of simultaneous calls	1/5 sec
# of simultaneously running campaigns	1

Key parameters for campaign programming

A scheme can be developed for new call attempts in case the call is not answered or the line is occupied.

3.2 Recording

This option allows the Customer to record incoming and outgoing fixed calls. It is only available for Classic Flavor. The management of this option is made by the Customer via the Portal.

3.2.1 Recorded calls

The Service is designed to record, in the limit of the available storage capacity, :

- All incoming and outgoing fixed calls (including calls to voice mail) of a or several fixed numbers; or
- All incoming and outgoing fixed calls (including calls to voice mail) of a or several Agents. This possibility is only available if the Customer are subscribed to the Agent Contact Management option of the Classic flavor.

In case of call forwarding within the Customer's organisation, the call shall be recorded twice since there are two receiving phones numbers .

The Service does not record any SMS, MMS, data communications, video calls, fax communications.

The Customer acknowledges and accepts that the quality of the recording depends on the quality of the call to be recorded. If at the moment of the call, there is a poor quality of the call for whatsoever reason (such as, without being a limitative list, an inadequate mobile coverage location, etc....) no improvement in quality of the call shall take place.

3.2.2 Storage

3.2.2.1 Stored data

The Service includes the storage of the following data (also called 'Stored data') :

- The recorded call
- The meta data of the recorded call meaning the called number, the date and time (representing the start of the call), call duration and optionnally the Calling number (provided that the CLI is presented) and the Agent name can also be stored.

In case of call forwarding within the Customer's organisation, the meta data of the recorded call different for the initial or the forwarded call.

3.2.2.2 Storage capacity

The Service includes per default per Customer a storage capacity of 500 MB¹. If more storage capacity is needed, the Customer has to order extra storage capacity.

When the maximum storage capacity is reached, no more call (incoming and outgoing) shall be recorded anymore. It is the Customer's responsibility to ensure that there is enough free storage space to meet its needs. In this respect, the Customer can consult at any time its available storage capacity via the Portal. In addition, Proximus informs the Customer per email (Customer email adress) when storage threshold defined by the Customer in the Portal is reached.

3.2.2.3 Retention period

The Stored data are kept per default for a period of 2 months Beyond this period the Service is designed to delete automatically the Stored data.

Via the Portal the Customer is entiteld to request that specific recorded call and the related meta data are kept for a shorter or longer retention period. Proximus draws the attention on the fact that when the Customer requests the removing of Stored data via the Portal before the expiration of the retention period, the backup of the removed data is still kept for the retention period of 2 months; and this in order to allow the Customer to restored the removed data by mistake.

¹ With 1 MB the Customer is able to store a call of 2 min.

3.2.2.4 Encryption

Proximus draws the attention of the Customer on the fact that there is no encryption of the stored data.

3.2.3 Access and extracts

3.2.4 Access

3.2.5 The Customer can access at any time to the Stored data via the Portal. Recorded calls can be played back on the Portal in a seamless way.

3.2.6 Extract

At any time, the Customer is able to extract the Stored data individually or in bulk from the Portal and to removed Stored data individually or in bulk.

The Stored data shall be available on an "as is, where-is, as - available" basis and in the format in which the Stored data were stored during the Agreement.

3.2.7 Automatic extract

As an option, the Customer can request that its Stored data are automatically download via FTP to its own storage infrastructure. This is option is subject to a prior feasibility assessment performed by Proximus.

3.3 Portal

The Customer can follow-up on his Service via a dedicated Portal which is accessible via the Proximus MyProximus for enterprises. The portal is protected with a password and has an automatic session termination after a 30-minute period of inactivity or a 480-minute period of activity. It enables the Customer to retrieve statistics on the Service and manage parts of the Service himself.

3.3.1 **Statistics report**

Except for the DRS & Voice Continuity Flavors of the Service, VMS enables the Customer to retrieve historical statistics on incoming calls. These statistics are linked to the TRM Service Component and are provided to the Customer in almost real-time.

Having selected the ACM option of the Service, the Customer can also obtain performance statistics on the activity of his phone agents. This includes information on:

- Queuing
- Agent workload
- Groups performance
- E-mail statistics if necessary

3.3.2 **Management**

The Customer may manage several aspects of the Service via this portal.

For Voice Continuity Flavor only , the Customer also can manage the Service via a dedicated mobile App

The management aspects are described more in details in Configuration Handling section.

4. **Implementation Services**

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 selected Flavour
- The selected option

As soon as the Order Form, duly signed and completed (including the annexes), is received, Proximus starts the implementation process.

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.

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

- Activation and configuration of the Service

- Sending of an e-mail (for Classic, DRS and Outbound Flavors) or letter (for Voice Continuity Flavor) to the Customer's contact person (mentioned in the Order Form). This e-mail/letter contains the information needed to use the Service appropriately. This includes the URL and password to the Service's web portal and in case of Voice Continuity Flavor the URL to the mobile app.

Once the Service is activated, the Service is deemed as made available for the Customer.

As of the confirmation of the Customer order by Proximus and provided that an active Proximus physical data access line compatible with the ordered Service flavor is available and that all prerequisites are met, Proximus makes every effort to ensure the activation of the Service occurs within 15 Business days. In all cases, Proximus shall use its reasonable efforts to activate the Service within the time frame fixed in the confirmation message sent to the Customer. In all cases, 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.

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:

- Installation and activation of the physical access line
- Configuration, activation of the Customer's PBX
- Internal Cabling

5. Operational Services

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.

The service components in this chapter are only active after the activation of the Service by Proximus .

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

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:

For Classic, DRS and Outbound Flavors :

Provisioning		0800 10 800
		voice.managed.services@Proximus.com
Operations	E- services	0800 22 301
	Technical issues	0800 44 100 technicline@Proximus.com

For Voice Continuity Flavors:

- Phone:
 - Service Desk: 0800 14 888
 - Enterprise Service Team:
 - 0800 22 200 (NL)
 - 0800 33 200 (FR)
 - 0800 44 200 (D)
 - 0800 55 200 (ENG)
 - +32 800 55 200 (From Other Countries)
- E-mail ict-servicedesk@proximus.com
- Web:
 - admit.proximus.be (MyProximus)
 - 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 nature of the Request
- The address of the Site on which the Product 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 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.
- 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.

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 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 30 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	Complete interruption of the Service: The Customer cannot make any outgoing calls or receive any incoming calls on the traditional public telephone network, nor can he receive any incoming calls on the telephone numbers assigned to the Service.

P2	The service is affected but not interrupted (e.g. brief interruptions, reduced performance, problems with some outgoing or incoming calls, etc.).
P3	The Service is not directly affected (e.g. request for information or a reconfiguration, etc.).

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 only via phone and provides it with the necessary information to register a Ticket. His call 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 and sends it back to Proximus following the modalities specified on the document. 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.

5.1.2 Incident Handling

The "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. Configuration issues are not in scope of this service component.

5.2 Configuration Handling

Configuration Handling service component family contains service components that consist of activities carried out by Proximus on Configuration Items. The term 'Configuration Item' covers Products or Assets on which configuration handling activities can be done. These Products or Assets can be owned by the Customer, or owned by Proximus. The Configuration Item in the scope of the Agreement for these service components are the disaster recovery plans for the voice traffic of the Customer.

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

5.2.1 Configuration Change Handling

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

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.

5.2.1.1 Standard Change

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 Customer will find an exhaustive list of Standard Changes on his portal with the associate price. 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.

DRS activation/deactivation

If the Customer has selected the DRS flavor of the Service, the Customer has to complement his initial activation of the Service with an explicit "DRS activation" request if a disaster occurs. Such a request must be submitted to Proximus by phone using the dedicated password which was provided by Proximus when the Service was activated.

Proximus will process the Customer's "DRS activation" request with high priority, i.e. within one hour following its reception during business hours, or within three hours outside business hours. Once the "DRS activation" has been performed, all incoming traffic to the numbers concerned will be processed for one month.

The Customer can deactivate the DRS status in the same way he activated it. If no such "DRS deactivation" request is submitted within one month after the "DRS activation", the deactivation will be performed automatically by Proximus. The Service as such will remain active however.

5.2.1.2 Self-configuration

The configuration changes are done by the Customer through a Self-Configuration portal provided by Proximus. The Service's portal for Classic, DRS Outbound Flavors includes a web tool which enables the Customer to manage part of the Service himself. With this web tool, the Customer can:

- Define and manage all the routing trees;
- Retrieve statistics on the Service (see paragraph 3.3.1);
- Define and allocate End user profiles;
- Manage his skill groups;
- Program outbound campaigns.

The Customer's phone agents can use the tool to access their desktops, while the supervisors can use it to access their monitoring screens.

The Service's portal for Voice Continuity Flavor includes a web tool and mobile app which enables the Customer to manage part of the Service himself. With this web tool and or mobile app , the Customer can:

- Define and manage all the routing;
- Activate/de-activate routing.

5.3 Reporting

The Service can be delivered with a reporting:

- reporting on the VMS Service for Classic flavors called VMS statistics, at the Customer's explicit request.

6. Service Level Agreement (SLA)

The Service provides the Customer with different Service Levels (SL) in terms of Service Restoration Time and Change Implementation Time.

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.

The SL objectives define an obligation of means. Therefore, the breach of these SL objectives cannot be regarded as a material breach. In case Proximus fails to meet the SL objectives, the Customer may start the escalation process of the Service, detailed below.

Service Level	Service Level Definition	Service Level Objective	Remedy
Incident Handling Window	The window during which Incidents are being treated	Mon-Fri 8:00-18:00	n.a.
Change Implementation Window	The window during which changes are executed.	Mon-Fri 8:00-18:00	n.a.
Service Restoration Time	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 an event where the stop clock principle is applicable.	5h for P1 Incidents	Escalation Process (see below)

CONTRACTUAL

SERVICE DESCRIPTION

7. Specific Terms and Conditions

7.1 GENERAL INFORMATION

7.1.1 These Specific Terms and Conditions are a supplement to the General Terms and Conditions, the Order Form and this Contractual Service Description. They set out the rights and obligations of Proximus and the Customer with regard to the provision of the Service described in this document.

7.1.2. Since the Service requires a subscription to a Proximus service for fixed telephony, the general terms and conditions of the relevant fixed telephony service are applicable. The relevant general terms and conditions are either the general conditions for telephony service (PSTN/ISDN) or the general conditions for voice over IP in function of the fixed telephony service selected by the Customer.

These general terms and conditions and the price list of the fixed telephony service have priority over the General Terms and Conditions in the hierarchy of article 1.2 of the General Terms and Conditions and therefore precede the General Terms and Conditions for professional Customers, the Glossary and the Offer.

7.2 CONTRACTUAL PROCEDURE

7.2.1 The Agreement enters into effect on the date that Proximus accepts the Customer's order.

7.2.2. The Agreement is concluded for an indefinite Term as from the activation of the Service.

7.2.3. Parties may terminate the Agreement by writing at any time.

Proximus will make every effort to meet the termination date specified by the Customer as far as it is technically feasible. If no termination date is specified by the Customer or if the Agreement is terminated by Proximus, the Agreement will be terminated with 30 days notice.

In all cases, Proximus confirms the end date of the Agreement in writing.

7.2.4. When the Agreement ends, for whatever reason, the Customer agrees to no longer use the Service, to destroy all documentation received from Proximus along with all copies, including partial copies, of the mobile app made available to the Customer and his End Users as part of the Service, and to certify that they have been deleted from all devices, computer memories and storage devices under the control of the Customer and his End Users, and that the documentation has been destroyed. When the Service is ended for a portion of the End Users, the Customer shall ensure that this article is complied with in respect of the End Users in question.

7.2.5. The Service can be activated on geographical numbers of legal persons over which the Customer

CONTRACTUAL

SERVICE DESCRIPTION

has *de jure* or *de facto* control, or in which the Customer holds a participation pursuant to Article 13.1 of the Commercial Companies Code (these legal persons are hereafter referred to as "Affiliated Entities").

The Customer shall identify the Affiliated Entities in the Order Form and provide Proximus with proof of such control. By doing so, the Customer implicitly assures that he has been duly authorized by the Affiliated Entities to activate the Service on their geographical numbers. If no such authorization exists or if the Customer has provided Proximus with erroneous information relating to *de jure* or *de facto* control over said Affiliated Entity, the Customer shall hold Proximus harmless against, and compensate it for, any legal proceedings, claims, fines, damages and interests or charges incurred.

7.2.6 When registering Affiliated Entities to the Service, the Customer shall assure Proximus that he has provided them with all the necessary information about the Service and that he has obtained the consent of the Affiliated Entity, notably with regard to the payment of charges incumbent upon them. The Customer moreover recognizes and accepts that he is jointly and severally liable for the payment of the amounts owed by the Affiliated Entity. Consequently, should the Affiliated Entity refuse to pay the charges due, Proximus shall be entitled to claim the total amount owed by said Affiliated Entity from the Customer.

7.3 EXCLUSIONS

7.3.1 The Carrier PreSelect (CPS) will not apply in the case of VMS traffic.

7.3.2 The Service can be activated on a number already used as the destination for one or more marketing numbers (with possible call disruptions in the event of a VMS incident), but not for international 0800 numbers.

7.3.3. The Service is available and can be activated only on geographical numbers belonging to the Proximus network. If, during the contract term, the Customer ports a number to another operator's network, the Service will be automatically terminated for that number.

7.4 PAYMENT AND BILLING

7.4.1 The charges related to the rerouting performed as part of the Service will be billed to the respective holders of the geographical numbers on which the Service was activated and to which the traffic was addressed initially.

Charges linked to the Service other than those cited above will be billed exclusively to the Customer on a monthly basis as from the activation of the Service.

7.4.2 In case of traffic rerouted to a number of another operator, the rerouted calls will be billed separately at Proximus's official rates. The Carrier PreSelect (CPS) will not apply.

CONTRACTUAL

SERVICE DESCRIPTION

7.4.5 In case there is a change in the capacity of the infrastructure installed on the Customer's site (increase or reduction of access lines), the Customer must notify Proximus immediately. If the Customer fails to comply with this obligation, Proximus shall be entitled to adapt the rates in effect to the current situation, at its own initiative. The Customer shall have no right of recourse against Proximus and shall not be able to terminate the Agreement.

the Term of the Agreement, a non-transferable, non-sublicensable, non-perpetual and non-exclusive right to access and use the Service including any Portal(s) made available under the Service.

7.5.2. The Customer shall not copy or use the Service (for the sake of clarity 'Service' includes any portals made available in the framework of the Service) or authorize or permit any third party, including any End user, to copy or use the Service or any portion thereof, except as expressly authorized by this Agreement; use the Service on any unauthorized equipment or products; use the Service in any way that may damage, impair or disable the operation of the Service; 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; alter any proprietary notices or legends contained in or on the Service; use the Service in breach of other parties' rights.

7.5.3. The Customer guarantees that only persons authorized to access the Portal(s) made available under this Agreement will be granted such access. The Customer shall comply with any other technical or security standard that Proximus may impose at any time. Proximus cannot verify whether access requests of the Portal(s) are legitimate and declines any responsibility for any consequences resulting from fraudulent access. The Customer shall inform Proximus in writing without delay of any changes to the identification data of the persons authorized to access the Portal(s). The rules related to the access and delegations rights into the MyProximus Portal are set

7.5. RIGHTS TO USE

7.5.1. Subject to the terms and conditions of the Agreement and provided that the Customer pays the Service fee, Proximus will grant the Customer, as from the Service activation date and for

CONTRACTUAL

SERVICE DESCRIPTION

out in the Customer's MyProximus contract and are not a part of this Agreement.

7.6 RIGHTS AND OBLIGATIONS OF THE PARTIES

7.6.1 The Customer shall not request the Service to be activated on a number that could present a risk for an explosive increase in traffic, i.e. which is likely to cause traffic surges that could disrupt Proximus's telephony network. If the Customer fails to comply with this obligation or if there is an explosive increase in traffic during the contractual term, Proximus shall be entitled to stop the Service, and the Customer will be held liable for any damage caused by this surge in traffic.

7.6.2 The Customer shall notify Proximus by registered letter of any changes with regard to the contact persons indicated in the Order Form.

7.6.3 The Customer shall inform Proximus of any technical or operational changes made at his end that will affect Proximus's provision of the Service.

7.6.4 Certain user profiles have been created to enable Proximus to provide support to the Customer within the framework of the Service. These User profiles are listed below and cannot under any circumstances be modified by the Customer: BGC-ADMIN, BGC-RO, BGC-RW.

7.6.5 Should the Customer cease to exercise *de facto* or *de jure*

control over the Affiliated Entities mentioned in his Order, he must notify Proximus thereof in writing and request that the Service be discontinued for the numbers in question. If a new Affiliated Entity is added, supporting documentation relating to said entity must be sent immediately to Proximus.

7.6.6 The Customer or its Affiliates shall hold the rights to the numbers on which the Customer is requesting the Service to be activated. The Customer shall hold Proximus harmless against, and compensate it for, any legal proceedings, claims, fines, damages and interests brought in this regard by third parties.

7.6.7. 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.

7.6. ADDITIONAL PROVISIONS FOR THE MOBILE APPLICATION

7.6.1. Provided that the Customer complies with the Agreement, in particular with regard to paying the Service fee, Proximus will grant the Customer for the full term of the Agreement a non-transferrable and non-exclusive license as from the Service

CONTRACTUAL

SERVICE DESCRIPTION

activation date, to enable the Customer to install and use the mobile application (or enable his End Users to do so) on his End Users' devices (one installation per End User) that are compatible with the Service.

The mobile application (hereinafter referred to as "the Software") may be used only for own, internal purposes. Under no circumstances may this Software be commercially exploited or distributed by the Customer. The Customer shall not copy (except to create a backup copy within the limits imperatively provided for by law) or use (or authorize or permit any third party, including his End Users, to copy or use) the Software or any portion thereof, except as expressly authorized in this Agreement; use the Software on any unauthorized equipment or products; use the Software in any way that may damage, impair or disable the operation of the Service; modify the Software or create derivative works based on the Software, reverse engineer or decompile, decrypt, disassemble or reduce the Software to human-readable form, except as allowed by law; alter any proprietary notices or legends contained in or on the Software; use the Software in breach of other parties' rights.

7.6.2. Proximus declares in good faith to be entitled to grant this license to the Customer. The Customer acknowledges that the Software is provided "as is" by Proximus without any other guarantees, express or tacit, in particular without any guarantees

as to its commercial value or its innovative or relevant nature. In particular, Proximus does not guarantee that the Software is error-free, that it will function uninterruptedly, that it will be compatible with the Customer and his End Users' hardware and its software configuration or that it will meet the Customer and his End User's needs.

7.6.3. The Customer guarantees that only persons authorized to access the Software will be granted such access. The Customer shall comply with any other technical or security standard that Proximus may impose at any time. Proximus cannot verify whether access requests and the use of the Software are legitimate and declines any responsibility for any consequences resulting from fraudulent access or use. The Customer shall inform Proximus in writing without delay of any changes to the identification data of the persons authorized to access the Software.

7.7. ADDITIONAL PROVISION FOR THE RECORDING OPTION

7.7.1. In compliancy with the General terms and conditions for Professional Customers, the Customer undertakes to use the Services for lawful purposes and in accordance with the provisions of any legislation regarding the communication recording (including telecommunications and data protection rules if applicable). The Customer shall defend and indemnify Proximus against any claims by third parties based on possible breached of such legislation or obligatiosn or any

CONTRACTUAL

SERVICE DESCRIPTION

unlawful usage of the Service or the Stored data.

7.7.2. The Stored data remains available for 60 Calendar days as from the effective termination of the Service. Upon the Customer's request, Proximus will inform the Customer how the Stored data may be transferred back to the Customer. The Customer is responsible for taking all measures to obtain copies of these Stored data before the end of the period cited above, the content being definitely removed at its expiration. The Customer is responsible for reinstalling the Stored data on his own equipment with his own licenses. Proximus reserves the right to bill for this service.

7.7.3. As deviation to the General Terms and Conditions, in case Proximus is held liable for loss of the Stored data, Proximus's liability shall be limited, at the Proximus discretion, per event to covering the expenses related to the replication of data from the backups made by Proximus in the framework of the Service or the amount (excluding any and all one-time fees) that the Customer paid to Proximus for the recording option over the month preceding the cause of the damage.

7.7.4. Proximus shall use its reasonable effort to implement technical and organizational measures to protect the Stored Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and all other unlawful forms of processing of the Stored Data. But Proximus gives no guarantee on the ability of these measures to detect or protect against all viruses, unauthorised access and other security threats.

Moreover, Proximus does not guarantee that these measures prevent the possibility of loss of or damage to the Stored data. In compliance with the General Terms and Conditions, Proximus is subject to an obligation of means in this respect.

In addition, 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 Stored data etc.), attributable to intentional or unintentional act or omission of 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 negligence, it shall hold Proximus harmless from claim, complaint or action by a third party 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 PROTECTION OF PERSONAL DATA

Proximus is acting as Data Processor for (i) the personal data introduced by the Customer in the management portal of the Service and (ii) the personal data recorded and hosted by Proximus under this Agreement.

Proximus acts as data controller for all other personal data processed by Proximus under this Agreement including with regard to

CONTRACTUAL

SERVICE DESCRIPTION

the fixed numbers communicated by the Customer in the Order Form.

For the sake of clarity, it is specified that Proximus acts neither as data controller nor as data processor for the personal data included in the content of the communications transmitted during the provision of the Service.

8. Annex 1: Service prerequisites

The Customer has to subscribed to a Proximus fixed telephony service (PSTN/ISDN/VoIP technology).

The Service is available and can be activated only on geographical numbers belonging to the Proximus network. If, during the contract term, the Customer ports a number to another operator's network, the Service will be automatically terminated for that number.

The Service cannot be activated on numbers on which the Calling Name Identification Presentation (CNIP) , Enterprise Office switch , One Company number (OCN) services has been activated beforehand.

By submitting a request to activate the Service on a number on which CNIP has been activated, the Customer ll gives Proximus explicit permission to discontinue the CNIP service on the line in question. If CNIP is part of a group of services provided to the Customer, the Customer accepts that CNIP will be discontinued without this changing the overall price of this group of services. In case the Customer disputes this point, the Customer is free to give up the group of services.

The Customer's equipment should support at least Java version in order to support applets used by the Service.