

## Terms and Conditions of Licence for APSAL-GESALL\_V2.2.2

IMPORTANT - PLEASE READ CAREFULLY BEFORE USING OR DOWNLOADING THE SOFTWARE AND DOCUMENTATION LISTED BELOW (HEREINAFTER THE "SOFTWARE")

EXCEPT WHERE YOU HAVE SIGNED A SPECIFIC LICENCE AGREEMENT WITH PROXIMUS LUXEMBOURG S.A. FOR THE SOFTWARE AND ITS DOCUMENTATION, THIS LICENCE COVERS THE USE OF THE SOFTWARE AND ITS DOCUMENTATION.

BY DOWNLOADING, INSTALLING (BY YOURSELF OR VIA AN INSTALLER, WHICH MAY BE, AT YOUR REQUEST, PROXIMUS LUXEMBOURG S.A.), COPYING OR USING THE SOFTWARE, YOU ARE ACTING AS A REPRESENTATIVE OF THE COMPANY FOR WHICH YOU WORK AND YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENCE. IF YOU DO NOT HAVE AUTHORITY TO BIND YOUR COMPANY, YOU MAY NOT INSTALL, CAUSE TO BE INSTALLED, OR USE THE SOFTWARE. YOUR COMPANY WILL HEREINAFTER BE REFERRED TO AS THE "CUSTOMER".

In accordance with the terms of this Licence, including the limitations set out below, the Customer obtains the rights of use described below.

### 1. Definitions

**"Beneficiary(ies)"** refers to the Beneficiaries of Software licences, for which Proximus Luxembourg S.A. expressly agrees to allow the Customer to sub-license or resell the Software licences, Third Party Software licences, under the same licence terms and conditions. These Beneficiaries will be included in a list mutually agreed between the Customer and Proximus NXT or included in Proximus NXT offers.

**"Confidential Information"** includes, without limitation, confidential and technical information, trade secrets and commercial information concerning the Software and related documentation, research and development, production and engineering processes, costs, information concerning costs, profits and margins, marketing, production, products not yet marketed, prospective business plans, Source Code, release notes, bugs or errors in the Software, and any other information or data not previously known which may reasonably be considered confidential or proprietary to a Party.

**"Contract"** means these terms and conditions and the Proximus NXT offers in relation to the Software and/or Third Party Software.

**"Customer"** means the company that pays for the Licence Prices, as identified in the Proximus NXT offer.

**"Documentation"** means any instruction manual or online help file relating to the use of the Software and the functional specifications.

**"Object code"** refers to the machine-readable binary code of software obtained by compiling the source code.

**"Party(ies)"** means Proximus Luxembourg S.A. and/or the Customer.

**"Proximus Luxembourg S.A." or "Proximus" or "Proximus NXT"** is a public limited company incorporated under the laws of the Grand Duchy of Luxembourg, with its registered office at 18, rue du Puits Romain, Z.A. Bourmicht, L-8070 Bertrange, Luxembourg, registered with the Luxembourg Trade and Companies Register under number B19.669, with VAT number LU 15605033, duly represented under this Contract.

It should be noted that Proximus Luxembourg uses its Proximus NXT brand to address its business, EBU and B2B customers.

**"Services"** means the services provided by Proximus NXT in connection with the Software, such as Installation Services (including associated professional services), Software maintenance and support, which may be ordered by the Customer on its own behalf or on behalf of Beneficiaries, based on a Proximus NXT offer.

**"Software"** means the computer programs licensed in object code only, together with the related documentation, as specified in the Proximus NXT offer.

**"Source Code"** means all instructions written in a humanly understandable computer programming language, the procedural code, the related documentation, corresponding to the Software and any subsequent version thereof for which the Customer has paid a Licence Price.

**"Third Party Software"** means computer programs owned by a third party and for which Proximus NXT resells licences and/or licence subscriptions to the Customer.

## **2. Licensing**

### **2.1 Licence**

In accordance with the terms of the Contract, in return for payment of the Price by the Customer, Proximus NXT grants the Customer and/or its Beneficiaries the non-exclusive and non-transferable right to use the Software and the related documentation (together the "Software") during a period as defined in the Contract. This licence does not imply the transfer of any title or any right of ownership or intellectual property right over the Software.

### **2.2 Source code**

The licence granted to the Customer and/or its Beneficiaries does not include the Source Code of the Software. If Proximus NXT becomes insolvent or ceases trading, except where Proximus NXT's business is continued by an agent, purchaser or successor, Proximus NXT may, at the Customer's written request, provide the Customer with a copy of the most recent version of the Source Code provided that the Customer has paid the Licence Price. The Customer must treat the Source Code as Confidential Information and provide it with the level of protection and security required under clause 7 below (Confidential Information).

The Source Code remains the property of Proximus NXT, and the Customer and the Beneficiaries may only use it to carry out maintenance operations on the Software as provided for under the terms of the Contract, to the exclusion of any other purpose. Any use of the Software and the Source Code by the Customer and the Beneficiaries, including any modification, will remain subject to the restrictions set out in the Contract.

### **2.3 Restrictions.**

Except to the extent strictly permitted by this Contract, the Customer shall not, directly or through the intermediary of any affiliated company, or any third party,:

- sell, rent, licence, sublicense or otherwise transfer or provide the Software or Documentation to any third party;
- except as expressly permitted by applicable law, reverse engineer, decompile, disassemble, or otherwise attempt to discover the Source Code of the Licensed Software;
- modify or prepare any derivative software based on the Software, adapt, translate or otherwise alter the Software;
- use the Software to provide any services, unless expressly permitted under the Contract; or
- provide or disclose the Software, make it available to any third party or permit any such third party to use the Software without Proximus NXT's prior written consent.

### **2.4 Hardware, Operating System and Third Party Software.**

Use of the Software may require the Customer and/or the Beneficiary to be in possession of hardware, a particular operating system and Third Party Software. Unless otherwise specified in a Proximus NXT offer as accepted by the Customer, it is the Customer's and/or the Beneficiary's responsibility to purchase, install and maintain any hardware, operating system and Third Party Software required by Proximus NXT prior to installation of the Software.

If provided for in a Proximus NXT offer, Proximus NXT will resell the Third Party Software licences to the Customer. It will be the Customer's responsibility to respect the licence rights thus granted under the terms and conditions of the licence of the third party in question.

### **2.5 Backups.**

With regard to backups of files, it is essential to make a copy of the data files every day, alternating with a minimum of three (3) sets of copies. Proximus NXT cannot be held liable for the loss of Customer data.

### **2.6 Backups for Services hosted in our datacenter**

In the context of Services provided from applications hosted in our datacentre, data is backed up daily according to protocols and intervals defined by our management teams. Data may be subject to short-term retention for a maximum period of twenty-eight (28) days.

### 3. Guarantees and obligations

#### 3.1 Guarantees and obligations of Proximus NXT

3.1.1 Proximus NXT warrants that the Software will substantially conform to the specifications in the Software documentation for a period of three (3) months following delivery. Proximus NXT does not warrant that the operation of the Software will be uninterrupted or error-free. Proximus NXT makes no warranty, express or implied, regarding the Software, its quality, merchantability or fitness for a particular purpose.

Proximus NXT's sole obligation with respect to defects in the Software shall be limited, at its sole option, to replacing or rectifying the defective Software or refunding the purchase price of the licences in lieu of rectification or replacement.

3.1.2 Except as expressly stated in this Contract and to the fullest extent permitted by applicable law, Proximus NXT excludes all express or implied warranties, conditions or representations, including, without limitation, any

- implied warranties of merchantability and fitness for a particular purpose or result,
- warranties of title or non-infringement,
- warranties arising under a course of dealing, usage or trade practice.

#### 3.2 Guarantees and obligations of the Customer

3.2.1 The Customer undertakes to comply with the terms and conditions of the licence and to ensure that the Beneficiaries comply with the terms and conditions.

3.2.2 The Customer undertakes to pay the price for the right to use the licences.

### 4. Prices and Terms of Payment

#### 4.1 Prices

The prices applicable to Software licences and Third Party Software (Prices) are detailed in the Proximus NXT offers.

Prices are given in euros, exclusive of tax.

#### 4.2 Indexation

Prices for the use of the licences are revised in accordance with the indices below.

The Prices are subject to the D1 consumer price index (automatic wage indexation system) as determined by Statec, the National Institute of Statistics and Economic Studies of the Grand Duchy of Luxembourg. The Prices will be effectively readjusted as soon as the new index is applied and prorated over the unexpired period of the Contract.

Any variation is applied in accordance with the following formula:

$$P_n = P_a \times \frac{I_n}{I_a}$$

Where:

- P<sub>n</sub> represents the new Price
- P<sub>a</sub> represents the Price mentioned in the Proximus NXT offer
- I<sub>n</sub> represents the new index value
- I<sub>a</sub> represents the index value applicable during the month of the Effective Date in which the Prices were determined.

#### 4.3 Terms of payment

Unless otherwise specified in the Proximus NXT offer, all invoices issued are due within thirty (30) days of the invoice date.

Early payment of an invoice does not entitle the customer to any reduction or discount.

Unless otherwise specified in Proximus NXT's offer, the Software Licence Price will be invoiced upon provision of the Services to a Beneficiary or the Customer, which may be at the date of the provision of the Service by Proximus NXT.

If an invoice is disputed in any way, the Customer must inform Proximus NXT in writing within seven (7) days of the invoice date. Otherwise, the invoice will be deemed accepted. The Customer must in all cases pay the undisputed amount of any disputed invoice.

Interest on late payment: In the event of non-payment by the Customer on the due date, Proximus NXT shall be entitled to charge interest on late payment at the rate prescribed by the Luxembourg law of 18 April 2004 on payment periods and interest on late payment, as amended from time to time, notwithstanding any additional damages that may be payable in the event that Proximus NXT is able to prove a greater loss. Proximus NXT is also entitled to pass on to the Customer any expenses incurred in connection with the collection of its payment (reminders, notice of default) or legal or extrajudicial proceedings initiated for the purpose of such collection.

#### **4.4 Taxes and duties**

All Prices and other amounts payable by the Customer under this Contract are exclusive of taxes and duties, including VAT, which are payable by the Customer who will provide any information required by Proximus NXT to determine whether Proximus NXT is required to collect VAT from the Customer, including the Customer's VAT registration number.

If any deduction or withholding tax is applicable under applicable law, the Customer will notify Proximus NXT and pay any additional amount so that the net amount Proximus NXT receives, after deduction and withholding tax, is the amount that would have been paid to Proximus NXT if no deduction or withholding tax had been imposed. In addition, the Customer will provide Proximus NXT with documentation evidencing payment of the amounts withheld and deducted to the relevant tax authority.

### **5. Duration and termination of the Contract**

#### **5.1 Duration of the Contract**

The Contract comes into force on the effective date for an indefinite period, at least as long as the duration of the Software licences still in force.

Unless otherwise stated, termination of the Contract shall result in termination of the licences, although termination of a licence shall not de facto result in termination of the Contract.

#### **5.2 Termination for cause**

##### **5.2.1 Termination for cause**

To the extent permitted by applicable law, each Party is entitled to terminate the Contract, without notice or compensation and without prejudice to its other rights and remedies, by giving written notice to the other Party, without reference to the courts, if the other Party becomes bankrupt or is the subject of administration by the courts, arranges a moratorium on the payment of its liabilities, negotiates a preventive arrangement with its creditors, declares itself bankrupt or commences proceedings under national law or any foreign law with similar or equivalent effect.

##### **5.2.2 Termination by the customer**

The Customer has the right to terminate the Contract in whole or in part, with immediate effect if the reason for termination is incapable of remedy or, if capable of remedy, has not been remedied within thirty (30) days of the date of a written notice specifying the case and requiring its remedy, in accordance with applicable law in the following situations:

- where Proximus NXT is in breach of applicable laws, regulations or contractual provisions and Proximus NXT has not remedied such breach within the notice period;
- where impediments capable of altering the performance of the Services provided through the Contract are identified and Proximus NXT has failed to remedy such impediments within the notice period;
- where proven weaknesses of Proximus NXT are evidenced, pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and confidentiality of data, whether personal or otherwise sensitive data or non-personal data;
- where instructions are given by the Customer's competent authority and/or resolution authority, e.g in the case that the competent authority can no longer effectively supervise the Customer as a result of the conditions of, or

circumstances related to, the Contract and the competent authority instructs the Customer to terminate this Contract. In such case, the Customer shall use all reasonable effort to understand the reason why such termination is requested and will try to find a solution with Proximus NXT and the competent authority in order to solve the underlying issue;

- in case of undue sub-outsourcing by Proximus NXT;
- in case of material changes affecting the Contract or Proximus NXT that provoke an impossibility for the Customer to continue the performance of the Contract.

### 5.2.3 Termination for breach of contract

A Party may terminate the Contract or part of the licences (if the default or breach relates to only part of the licences) without the need to bring a claim, give notice or pay compensation if the other Party is in breach of any of its material obligations under the Contract and fails to remedy the breach within thirty (30) days of the date on which formal notice of the breach is sent.

The following are examples of serious grounds for termination for breach of Contract:

- repeated breaches by a Party of the guidelines and fundamental principles set out in the Contract;
- breaches of confidentiality obligations or intellectual property rights;
- recurrent non-payment or late payment by the Customer.

## 5.3 Effects

Termination may apply to the whole of the Contract or to a single licence, in accordance with the indications of the Party initiating the termination. In all cases of termination, for whatever reason, any amount that remains unpaid shall become immediately due and payable.

## 6. Liabilities

### 6.1 Exclusion and limitation of liability

6.1.1 Except as otherwise provided in this Contract and to the extent permitted by applicable law, in no event shall Proximus NXT be liable for any indirect and/or consequential damages under this Contract, or as a result of any termination, expiration, non-renewal, performance or non-performance of this Contract; Proximus NXT shall have no liability for loss of anticipated profits or other financial loss, loss of use, business interruption, loss of data or damaged data, corruption of data, loss of opportunity, loss of goodwill, loss of reputation. This limitation of liability shall apply even if Proximus NXT has been advised of the possibility of such damages.

6.1.2 To the extent permitted by applicable law, Proximus NXT's aggregate liability under this Contract (whether arising in contract, tort or otherwise) is limited in all cases to the greater of

- one thousand (1000) euros or
- seventy (70%) per cent of the Price paid by the Customer under the Contract in the twelve (12) month period immediately preceding the last event giving rise to liability.

6.1.3 Any claim by the Customer in relation to this Contract must be notified to Proximus NXT within six (6) months of the occurrence of the damage, claim or loss, or no later than six (6) months following the termination of this Contract.

6.1.4 To the extent that Proximus NXT is not permitted to exclude or limit its liability for gross negligence or wilful misconduct under applicable law, Proximus NXT will be liable to the extent that such exclusion or limitation is not permitted.

## 7. Confidentiality

Each Party shall maintain the confidentiality of any Confidential Information communicated to it orally, in writing or electronically by the other Party. The receiving party shall use the sending party's Confidential Information only to the extent necessary for the performance of the Contract and not for any other purpose. This obligation implies in particular that the receiving party is only authorized to distribute certain Confidential Information of the sending party among its staff (and/or its partners, subcontractors or the Beneficiaries) in the number strictly necessary and that it must impose the same obligation of confidentiality on the members of staff, partners and subcontractors involved in the performance of the Contract.

Confidential Information refers to any information explicitly designated, qualified or indicated by the Parties as Confidential Information, as well as any information of strategic, technical, financial or commercial interest, the confidential nature of which a person could reasonably be expected to deduce, even if such information was not expressly specified as confidential at the time it was communicated by a Party.

The Customer undertakes to keep Proximus NXT's methodology and know-how confidential.

The following information is not to be considered confidential:

- information in the public domain.
- information emanating from a Party and made public by that Party; and
- information legally obtained by a third party who is not bound by any obligation of confidentiality or any duty of discretion.

If the Receiving Party is required to disclose Confidential Information to a judicial or administrative authority in accordance with its decision or legislation, it shall inform the Disclosing Party to the extent permitted by applicable law or the authority concerned prior to such disclosure and shall use reasonable efforts to limit the information to be disclosed.

With effect from the signing of the Contract, the Parties shall refrain from disclosing in any way whatsoever to any third party the aforementioned Confidential Information, as well as any information and documents relating to the methods, organisation and/or activities of the Parties. The Parties shall treat the Confidential Information as strictly confidential and shall protect it from disclosure to third parties by exercising due care and diligence.

The Party failing to comply with the above obligations undertakes to indemnify the other Party in respect of any loss, damage, liability or costs incurred as a result of such failure.

The obligations referred to in this clause shall take effect upon signature of this Contract and shall remain in force for a period of five (5) years following the expiry or termination of the Contract, or such other period as may be required by applicable law.

In the event of discovery of any unauthorized disclosure or use, the receiving party shall inform the other party without delay and shall take all appropriate measures with a view to preventing any further unauthorized disclosure or use.

Proximus NXT, the members of the management body, the directors, the employees and the other persons in the service of Proximus NXT are subject to professional secrecy within the meaning of the amended law of 5 April 1993 on the financial sector and are therefore obliged to keep secret the information entrusted to them in the context of their professional activity or in the exercise of their mandate by the Customer. The only information covered by professional secrecy is that directly entrusted to Proximus NXT by the Customer, to the exclusion of any other data. The obligation of secrecy does not exist when the disclosure of information is authorized or imposed by or by virtue of a legislative provision or with regard to the national, European and foreign authorities responsible for the prudential supervision of the financial sector or for resolution procedures if they are acting within the scope of their legal powers for the purposes of such supervision or operations within the framework of resolution procedures and if the information communicated is covered by the professional secrecy of the authority receiving it.

## 8. Intellectual property rights

**8.1 The Parties hereby acknowledge that the communication of information by written or electronic means does not amount to a transfer of intellectual property or other property rights in the subject matter of the communication.** The Party originating the communication retains the aforementioned rights and is entitled to require the return or destruction of the said information once it is no longer required for the performance of the Contract or in the event of termination of the Contract, for whatever reason.

**8.2 All documents, data, Software, hardware, know-how and, in general, information used in the performance of the Contract and protected by intellectual property rights, remain the property of the Party that holds them.**

**8.3 In accordance with the foregoing, Proximus NXT retains all rights to the Software. In this respect, Proximus NXT is solely authorized to carry out maintenance on the Software, unless Proximus NXT is unable to provide such maintenance or Proximus NXT authorizes a third party to provide such maintenance.**

**8.4 The Customer may from time to time make suggestions, comments or other feedback ("Suggestions") to Proximus NXT in respect of the Software and other Proximus NXT deliverables.**

The Customer acknowledges that Suggestions are provided on a voluntary basis only. Suggestions, including those designated as confidential by the Customer, shall not subject Proximus NXT to any obligation of confidentiality. The Customer shall not provide Proximus NXT with any Suggestion that

- the Customer believes to be subject to any patent, copyright, or other intellectual property right or claim of any third party; or
- is subject to any licence terms that would require any Proximus NXT deliverable including or derived from such Suggestion, or other Proximus NXT intellectual property, to be licensed or otherwise shared with any third party.

Proximus NXT shall be free to use, disclose, reproduce, license or otherwise distribute and exploit the Suggestion as it sees fit, without any obligation or restriction of any kind arising from any intellectual property or other right.

## 9. Force majeure

No Party shall be liable for any failure or delay in the performance of any contractual obligation, other than the obligation to pay, where such failure or delay is due to any cause beyond the control of the Party concerned, such as (but not limited to) epidemic, war, riot, pillage, sabotage, aggression or criminal act; damage caused by an accidental and/or uncontrollable event, or one attributable to a third party (including, but not limited to, fire, explosion, aeroplane crash); natural disaster; atmospheric phenomenon (including, but not limited to, flood, rain, wind, storm, fire, hurricane, volcanic activity); failure of a third party to perform; labour dispute or government action.

The Party affected by the case of force majeure shall notify the other Party as soon as possible of its inability to fulfil its obligations, specifying the events and/or facts constituting the case of force majeure and the probable duration of the resulting failure to perform.

The Party invoking a case of force majeure must take all reasonable measures to limit the harmful consequences for the continuity of the Contract.

## 10. Applicable law and dispute resolution

This Contract shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg.

Any dispute concerning its validity, interpretation or performance which cannot be settled amicably shall fall within the exclusive jurisdiction of the courts of the City of Luxembourg.

Pending the court's decision, each Party shall continue to comply with its contractual obligations.

## 11. Audit

**11.1 Proximus NXT grants to competent authorities** (as mentioned by Articles 49, 53 and 59 of the Law on the Financial Sector), including the CSSF and, the ECB, the Lead Overseer and including resolution authorities, and to the Customer (including its internal control functions and its external auditors) and any other person appointed by it, the right to perform individual and pooled audits at its discretion with regard to the relevant contractual arrangements and execute them in line with the following: full access to all relevant business premises (e.g. head offices and operation centres), including the full range of relevant devices, systems, networks, information and data used for providing the Services or relating to the Services, including related financial information, personnel and Proximus NXT's external auditors that are required to audit the performance of the Services in accordance with the Contract.

**11.2 Unless there is a serious indication of Proximus NXT fraud or violation of regulation, the Customer shall:**

- give Proximus NXT twenty (20) Business Days' notice of when the audit will be conducted; and
- give Proximus NXT an estimate of the audit's duration.

The Customer shall describe in its written notice, the scope and requirements of the contemplated audit mission and the name of the individuals validly appointed to conduct the audit.

**11.3 The Customer may appoint an external auditor** (at the Customer costs) in order to carry out the related audit. The external auditors shall be subject to the professional secrecy, or shall sign a confidentiality statement and shall not, unless otherwise agreed upon by Proximus NXT, be a competitor of Proximus NXT.

**11.4 The Customer shall use its reasonable endeavours to ensure that the conduct of the audit does not unreasonably disrupt Proximus NXT** (including in the provision of the Services by Proximus NXT) and avoid any damages to Proximus NXT's assets or personnel. Where possible, audits should be planned to minimize any disruption.

**11.5 The Customer and its auditors shall not have the right to verify "Sensitive Information" or any other Confidential Information of Proximus NXT that is not relevant for the purposes of the verification as defined in this clause and Proximus NXT shall not be obliged to provide such information. "Sensitive Information" means files, information and documentation:**

- concerning Proximus NXT's other customers,
- any sensitive data relating to Proximus NXT's personnel and/or
- concerning the costs of Proximus NXT and/or a subcontractor of Proximus NXT (including cost structure), internal recharges, internal overhead calculations and/or profitability (and their relationship to fees), more generally any

accounting and financial information relating to Proximus NXT, as long as such information and documents are not in the public domain.

**11.6 The Customer will provide Proximus NXT with a copy of the resulting report or at least extracts relating to the performance of Proximus NXT's obligations under the Contract.** As appropriate, Proximus NXT may put at the disposal of the Customer the reports of its internal audit function or other audit reports to the Customer or other certification in order to limit as much as possible audits from Customer and therefore limit impacts on Service performance.

**11.7 Proximus NXT shall be able to recharge to the Customer any reasonable assistance costs provided by Proximus NXT in relation to the audits.**

## **12. General provisions**

### **12.1 Independence of the Parties**

This Contract shall not be construed so as to establish a temporary company, joint venture, partnership or association between the Parties. Each Party remains independent of the other Party. Neither Party is authorized to enter into any binding commitment on behalf of the other Party. The Customer retains full control over and responsibility for all decisions affecting its business activities.

### **12.2 Modifications**

Proximus NXT undertakes to inform the Customer, by any appropriate means, of any amendments made to the terms and conditions of this document. Information is given at least 1 (one) month before an amendment comes into force. If the Customer rejects such amendments, the latter can terminate the Contract no later than the last day of the month following the notification of such amendments except if they are for the Customer's benefit, are of a purely administrative nature and have no negative impact on the Customer, or are directly imposed by European Union law or national law applicable to Proximus NXT or to the Customer. If no termination is requested within 1 (one) month of the dispatch of the individual notification or, where required, of its publication, the modified content of the terms and conditions of this document shall be deemed accepted by the Customer.

### **12.3 Assignment of the Contract**

No Party shall be entitled to assign this Contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

### **12.4 Advertising - Promotion**

The Customer hereby consents to Proximus NXT

- referring to the Customer as a licensed Proximus NXT customer, and
- using the Customer's company name and logo on the Proximus NXT website and in its promotional materials.

### **12.5 Validity after Contract**

The Parties acknowledge and recognize that certain stipulations of the Contract remain in force after its termination for whatever reason, such as obligations relating to confidentiality and intellectual property.

### **12.6 Non-waiver - Partial nullity**

If a Party fails to assert and/or exercise any of its rights under the Contract, or if it grants a grace period to the other Party or temporarily tolerates the other Party's failure to perform, that Party shall not be deemed to have waived its future rights and shall remain free, at its sole discretion, to exercise them at any time.

If one or more terms of the Contract are declared null and void, illegal or inapplicable by a court decision that has become final, this shall not affect any other term, which shall remain valid and applicable for the Parties.



#### 12.7 Third parties

This Contract is entered into solely for the benefit of the Customer and Proximus NXT. Unless otherwise specified in the Contract (such as identification of Beneficiary), no other person or entity shall be entitled to make any claim or assert any right hereunder, nor shall any other person or entity be deemed to be a beneficiary of this Contract.