

Terms and Conditions of Services for APSAL – GESALL_V2.2.3

1 Definitions

"Beneficiary(ies)" means the Beneficiaries of Software licenses (subscribed to by separate contract) and who are beneficiaries of the Services, under the terms and conditions of this document, such Beneficiaries being listed in a mutually agreed list between the Customer and Proximus NXT or listed in the Proximus NXT offers, as accepted by the Customer.

"Contract" means the agreement between the Parties whereby Proximus NXT will provide the Services to the Beneficiaries and the Customer, in return for payment of the Fees by the Customer.

"Customer" means the company that pays for the Services Fees, as identified in the Proximus NXT offer or in the Contract signed between the Parties.

"Fee" means the agreed charges for the Services as specified in any Proximus NXT offer or in the Contract signed between the Parties.

"Maintenance" means maintenance services and Software support, as more fully defined hereinafter.

"Parties" means Proximus NXT and the Customer.

"Proximus NXT", "Proximus Luxembourg S.A." or "Proximus" means Proximus Luxembourg S.A., a public limited company incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 18, rue du Puits Romain, Z.A. Bourmicht, L-8070 Bertrange, Luxembourg, registered at the Luxembourg Trade and Companies Register under number B19.669, with VAT number LU15605033. It shall be noted that Proximus Luxembourg uses its Proximus NXT brand to address its corporate, EBU and B2B customers.

"Services" means the services provided by Proximus NXT in connection with the Software, such as the Services described below or in Services Descriptions.

"Services Descriptions" or "SOW" refer to the documents provided by Proximus NXT describing the Services that Proximus NXT will provide to the Customer or the Beneficiaries, i.e. the descriptions contained in this document, or any Proximus NXT offer, or any document referred to as Service Description or SOW and that refers to this document.

"Software" means the APSAL and/or GESALL Software on which Proximus NXT will provide the Services.

"Update" (or "Update") means patches to the Software. Updates do not contain any new or additional feature. They are not a new version of the Software. Updates are subject to the conditions, limitations and restrictions contained in the relevant software licences.

"Upgrade" means the process of replacing the Software with a newer version of the same Software, including new or additional features.

2 Services

2.1 Specific conditions for one-off services

These Services will be described in a Proximus NXT offer accepted by the Customer or a Service Description or SOW signed by the Parties.

Following the provision of Installation Services or in project mode, the Parties will sign the Services acceptance document (this acceptance may be partial or final, depending on the services or the different Services made available to the Customer or the Beneficiaries by Proximus NXT).

Acceptance shall be based on objective criteria such as verification of compliance with the scope agreed in the Description of Services, subject to modifications made by the Parties by means of written amendment.

If the Customer or the Beneficiaries fail to sign the said document and/or to formulate any written objection to the Services within five (5) working days from the date on which Proximus NXT sends the acceptance document to the Customer, the project (and/or the Services) in question will be deemed to have been accepted by the Customer and/or the Beneficiaries.

An objection and/or deviation that does not significantly impact the use of the Software shall not prevent the Customer from accepting the project with reservation. Proximus NXT will make reasonable efforts to resolve the objection and/or deviation as soon as reasonably possible.

2.2 Specific Conditions for Maintenance Services

2.2.1 Service period

The Maintenance Services will start from the moment the Software is installed by Proximus NXT on the Customer's IT infrastructure, for a commitment period of twelve (12) months ("Initial Term of the Services"). After the initial commitment period (Initial Term of the Services), the Maintenance will be tacitly renewed for periods of twelve (12) months, unless terminated by either Party three (3) months prior to the end of the current period.

The Services may be terminated earlier according to the terms and conditions set out in the Contract.

2.2.2 Proximus NXT's obligation and liability

Proximus NXT Maintenance Services provide the Customer with technical support (by telephone, email and remote connection) to resolve bugs and/or incidents that may occur during the use of the Software.

In this regard, Proximus NXT will make all reasonable efforts to provide the Customer with Software Updates, which are included in the Maintenance Services. Any installation services or assistance with the installation of Updates will be invoiced separately on a time basis.

The provision and installation of Upgrades are not part of the Maintenance Services (and the related Fees). They will be invoiced separately on the basis of the Provider's specific offer. It should be noted that in order for the Customer to benefit from the Software support and maintenance services, it may be necessary for the Customer to be up to date with the installation of the Updates and/or Upgrades, which have been made available by Proximus NXT.

The Customer shall inform Proximus NXT by email of any incident it meets with the Software. As long as the Customer is in maintenance order (subscription Fees are paid) Proximus NXT will respond to the Customer's incident notification.

Proximus NXT will then support, qualify, diagnose and monitor the incident from the time the ticket is created in its tools until it is closed, as well as troubleshoot remotely or on site, if necessary, against payment by the Customer of all costs of travel and on-site intervention (final resolution or solution).

The Maintenance Service Fees for the Software covered by Proximus NXT include:

- Updates on incidents reported by a Customer.
- Remote support (e-mail, telephone, remote connection).

2.2.3 Customer's obligation and liability

The Customer shall report any problems with the Software by telephone to the Proximus NXT Apsal Help-Desk on the following telephone number: (+352) 53.28.20.400 and by e-mail: apsal@proximus.lu. Proximus NXT is available during the following hours: Monday to Friday, except on public holidays in Luxembourg, from 8:30 a.m. to 12:30 p.m. and from 1:30 p.m. to 5:30 p.m.

The Customer shall ensure that he/she provides all information required by Proximus NXT in order to assist Proximus NXT in performing the Maintenance Services.

The Customer shall ensure that he/she does not make any modifications or changes to the Software without prior authorization from Proximus NXT. If Proximus NXT advises the Customer not to make the suggested modification, but the Customer makes the modification anyway, this will be the Customer's liability.

The Customer shall carry out any corrective and/or preventive work recommended by Proximus NXT.

The Customer shall make all data backups and shall ensure that it keeps the last three sets of recovery copies. In this respect, the Customer shall ensure that any automatic backups set up are continuously active, even after an Upgrade of the Customer's infrastructure.

The Customer agrees that the proper functioning of the Software mostly depends on compliance with the specifications and recommendations provided by Proximus NXT, as well as on the continuity of the Maintenance Service. The Customer shall also ensure that the relevant personnel have followed the instructions for use.

Furthermore, the Customer acknowledges that the complexity and technical nature of the Software require, in its own interest, compliance with the following rules:

- Except with Proximus NXT's prior consent, the Software cannot be modified.
- The Software can only be repaired by personnel designated by Proximus NXT for this purpose.
- Any interfacing and/or compatibility with the Software is subject to Proximus NXT's prior written consent. If Proximus NXT advises the Customer not to carry out the interfacing and/or combination, and nevertheless, if the Customer carries out the interfacing and/or combination in question, this will be under the Customer's liability.
- In addition, the performance of the Software is closely linked to the use of appropriate software or hardware.

The following are excluded from the Maintenance Fees:

- Any system or application optimisation;
- Any development in relation to the Software (this will be the subject of a specific offer by Proximus NXT, the developments and intellectual property remaining with Proximus NXT);
- All tasks that are the responsibility of the Customer, as described in the section Obligations and liability of the Customer.

Non-compliance with any of the conditions listed in this clause will fully release Proximus NXT from any liability and warranty in relation to the Maintenance Services, especially if the non-compliance would damage the Software.

Proximus NXT shall not be liable if the Maintenance Services cannot be performed for reasons beyond its control.

If the Software is subject to an "end of life", Proximus NXT will inform the Customer as soon as reasonably possible and Proximus NXT reserves the right to remove such Software from the Maintenance Services with three (3) months notice. In this case, Proximus NXT will refund the price paid for such Maintenance on a pro-rata basis for the Maintenance not covered.

2.3 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.

2.4 Backups for services hosted in our Datacentre

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 undertakes to provide the Services in accordance with the Services Descriptions.

In this respect, Proximus NXT will deploy the appropriate resources (qualified, competent personnel) in reasonable numbers for the purpose of providing the Services in accordance with this Contract.

3.1.2 As part of the provision of Services, Proximus NXT shall ensure:

3.1.2.1 to provide in good time all information required by the Customer for the performance of its own obligations under the Contract

3.1.2.2 to take all necessary measures to ensure that its personnel working on the Customer's premises comply with the Customer's applicable rules and guidelines as communicated to it in writing by the Customer, with respect to health and safety;

3.1.3. Unless expressly stated and/or agreed otherwise in a Description of Services (SOW), any delivery time or SLA that may be indicated by Proximus NXT is/are only an estimate, and constitutes an obligation of means and not of result.

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

- implied warranties of merchantability and convenience for a particular purpose or result,
- warranties of title or non-infringement,
- or warranties arising within the scope of a usage or a trade practice.
- Any installation or reinstallation services relating to the Apsal Software, regardless of the nature of the intervention (including, but not limited to, a new installation, server replacement, migration, workstation replacement, or reinstallation following an incident), are not included in the maintenance services. Such services shall be invoiced separately on a fixed-fee basis.

3.2 Guarantees and obligations of the Customer

3.2.1. The Customer shall fully cooperate with Proximus NXT in order to facilitate the efficient provision of the Services and to entrust the performance of the Contract to a sufficient number of qualified and competent personnel.

More specifically, the Customer shall ensure that it: (i) provide Proximus NXT, in good time, with the information necessary for the performance of the Contract and the Services, including all relevant information regarding the laws and regulations applicable to the Customer's specific industry (hereinafter collectively referred to as the "Regulations applicable to the Customer"), as well as the correctness, completeness and accuracy of such information, (ii) not to interfere with its decision-making, except for good reason, (iii) to obtain, in a timely manner, any authorisation that may be required from any third party for the provision of the Services (iv) to provide Proximus NXT personnel with one or more offices if required for their work, and to provide all logistical and IT resources required for the performance of the tasks entrusted to Proximus NXT, (v) if required for the Services, to grant Proximus NXT access to its premises, sites and systems in a timely manner in order to enable Proximus NXT to provide the Services, and (vi) to make regular backups of its data, in particular prior to and during the provision of the Installation Services. As long as the Services are for the benefit of the Beneficiaries, the Customer undertakes to obtain the same undertakings from the Beneficiaries.

In this regard, to provide the maintenance and support services, the Customer allows Proximus NXT to access its systems and its Software, if required by the nature and the provision of services.

3.2.2 As long as required by the Services, the Customer will take all necessary measures to allow Proximus NXT access to the

Customer's or the Beneficiaries' site under the best possible conditions and in compliance with the applicable working and safety standards. Before Proximus NXT personnel intervenes on site, the Customer is obliged to communicate the applicable rules and obligations, in particular with regard to health and safety.

3.2.3 The Customer and the Beneficiaries will comply with Proximus NXT's conditions or instructions for use. If not, and in the event of an Incident for which the Customer or the Beneficiaries are liable, Proximus NXT reserves the right to charge the Customer additional Fees and related damages (including the costs of investigation and repair).

3.2.4 The Customer shall remain the sole contractor to Proximus NXT and shall ensure that the Beneficiaries of the Services comply with the terms and conditions of this Contract and that they use the Services solely for the benefit of the Customer or the Beneficiaries of the Services concerned, as agreed between Proximus NXT and the Customer.

4. Prices and Terms of payment

4.1 Prices

The prices applicable to Proximus NXT's deliverables under the Contract, such as the price of the Services (Fees), are detailed in the Contract or in the Proximus NXT offers as accepted by the Customer, or the Service Descriptions as agreed in a separate writing between the Parties. All prices are in euros, excluding VAT. The prices are fixed for the initial duration of the Services, except in the event of indexation that may be applied in accordance with clause 4.5 or a revision agreed between the Parties.

4.2 Terms of payment

Unless otherwise specified in the Description of Services, any invoice issued is due within thirty (30) days of the invoice date. Early payment of an invoice shall not entitle the customer to any discount or reduction.

Fees for one-off Services (Installation Services or Project Services) are invoiced upon Acceptance (partial or final) of the Services.

Unless otherwise specified in the Contract, Maintenance Services are subject to an annual prepayment and are paid for the first time when the Software is installed.

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

Interest on late payment: In the event of default of payment from 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 April 18, 2004 on payment deadlines and interest on late payment, in its applicable version, 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 fees and expenses incurred in connection with the collection of its payment (reminders, notice of default) or legal or extrajudicial proceedings for the purpose of such collection.

Suspension of Services: Within the scope of the law, in the event of default of payment of even a single instalment, Proximus NXT shall be entitled to suspend the performance of the Services or the Contract, eight (8) days after sending an unanswered notice of default, without prejudice to any form of compensation and/or damages that Proximus NXT may claim, until the Customer has paid the outstanding amounts. Proximus NXT hereby disclaims all liability for any direct, indirect or intangible damages, such as loss of opportunity, income, turnover, customers, revenue or wages, anticipated savings, contracts or business opportunities or data, and in general for intangible damages or losses of any kind or for any reason whatsoever.

4.3 Taxes and duties

All Fees and other amounts due by the Customer under this Contract are exclusive of taxes and duties, including VAT, which are charged to the Customer who shall provide any information required by Proximus NXT to determine whether Proximus NXT is obliged to collect VAT from the Customer, including its VAT registration number.

If any deduction or withholding tax is applicable under applicable law, the Customer shall inform 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 the Service Provider with documentation evidencing payment of the amounts withheld and deducted to the relevant tax authority.

4.4 Additional Fees for interventions outside Business hours

Unless otherwise specified in the Services Description and/or Appendix A of the Master Agreement (*Prices and Quantities*), if the Customer requests the Service Provider to provide services outside Business Hours, the following rates shall apply:

From Monday to Friday: after office hours basic rate + 50 %

Saturday: basic rate + 50 %

Sunday: basic rate + 100 %

Public holidays: basic rate + 150 %

Supplement for night work (10 pm to 6 am): rates indicated + 30 %

4.5 Indexation

Unless otherwise specified in the Contract or in the Services Description, the Fees due shall be revised in accordance with the indices below.

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

Any variation shall be applied in accordance with the following formula:

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

Where:

P_n represents the new Fees

P_a represents the Fees mentioned in Annex A of the Master Agreement (*Prices and Quantities*) or in the SOW

I_n represents the new index value

I_a represents the index value applicable in the month of the Effective Date in which the Fees were determined.

5. Duration and End of the Contract

5.1 Duration and Termination of Contract

Unless specifically agreed otherwise between the Parties, the Contract shall take effect on the first (1) or the fifteenth (15) of the month following the date of receipt of the annual subscription amount by transfer to one of the accounts specified on the invoice. The date closest to the date of receipt of the payment shall be considered as the start of the Contract. The Contract is concluded for a period of two (2) years and is renewable by tacit agreement for successive periods of twelve (12) months, unless terminated by one of the Parties, notified to the other by registered letter with acknowledgement of receipt at least two (2) months before the date on which the term expires.

5.1.1 Termination for cause

Within the scope of 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 is in a state of bankruptcy or under court administration, arranges a moratorium on the payment of its liabilities, negotiates a preventive arrangement with its creditors, declares itself bankrupt, or starts proceedings under national law or any foreign law with similar or equivalent effect.

5.1.2 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.

5.1.3 Termination for breach of contract

A Party shall be entitled to terminate the Contract or part of the associated Services (if the default or breach relates to only part of the Services) without the need to bring any claim, give any further notice or pay any compensation where the other Party is in breach of any of its material obligations under the Contract and fails to remedy such breach within thirty (30) days of the date of sending of the formal notice thereof.

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

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

5.1.4 Termination due to force majeure

If the Parties fail to reach agreement or renegotiate the terms of the Contract in accordance with the provisions of clause 11 of this Contract, each Party reserves the right to terminate the Contract or the Services Description (if applicable), without reference

to the courts, in the event of an event of force majeure which prevents the full performance of the Contract or the Services for more than one (1) month.

5.2 Suspension

To the extent permitted by law, Proximus NXT may suspend the performance of the Contract and/or the Services Description without bringing any legal action and without the Customer being able to claim compensation, provided that Proximus NXT gives the Customer prior written notice (or after having notified the Customer by any appropriate means) in the following cases, which are not exhaustive:

- if the Customer is in breach of its obligations under this Contract or any Services Description;
- if the Customer does not comply with the instructions relating to one or more Services;
- if the Customer fails to pay even one instalment of the invoice;
- if the Customer commits fraud or attempted fraud against Proximus NXT;
- if the Customer initiates any proceedings, including taking protective measures, or brings legal action which may jeopardise its solvency, capacity or ownership of its property and, as a result, is prevented from continuing to perform the Contract under normal conditions.

Proximus NXT may suspend the performance of the Contract and/or the Services if the Customer fails to remedy any of the above-mentioned breaches within seven (7) working days of written notice thereof.

Following a suspension for the above-mentioned reasons, Proximus NXT is entitled not to honour other previously accepted orders.

5.3 Effects

5.3.1 Suspension and/or termination may apply to the whole Contract or to a single Service, as determined by the suspending or terminating Party. In all cases of termination, for whatever reason, any amount that remains unpaid shall become immediately payable.

5.3.2 If the Services (Installation, Project or Maintenance) are terminated before the end of the initially agreed upon term, the Customer will owe Proximus NXT all the Fees that would have been due to the Service Provider until the end of the originally agreed upon term, as if the performance of the Contract had taken place under normal conditions until its expiry date, in addition to any damages Proximus NXT may claim from the Customer as a result of the termination. If only part of the Contract is terminated, the payment of the termination fee will be calculated on a pro rata basis for the Services terminated.

6. Liabilities

6.1 Exclusion and limitation of liability

6.1.1 Except otherwise specified in the Contract and to the extent permitted by applicable law, Proximus NXT shall not be liable for any indirect and/or intangible damages arising out of the provision of the Services, or as a result of the termination, expiration, non-renewal, performance or non-performance of the Contract; Proximus NXT shall not be liable for loss of anticipated profits or other financial loss, loss of use, business interruption, loss of data or damaged data, data corruption, loss of opportunity, loss of reputation, loss of renown. 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%) percent of the Fees paid by the Customer during the twelve-month period immediately preceding the last event that made Proximus NXT liable.

6.1.3 Any claim relating to this Contract made by the Customer shall be notified to Proximus NXT within six (6) months after the occurrence of the damage, claim or loss, or no later than six (6) months after the termination of this Contract.

6.1.4 To the extent that Proximus NXT is not permitted to exclude or limit its liability in certain cases under applicable law, Proximus NXT will be liable to the extent that such exclusion or limitation is not allowed.

7. Modification process

7.1 Any modification of the Contract or of the contractual obligations, such as modification of a Proximus NXT offer previously accepted by the Customer, will be agreed upon in writing between the Parties.

7.2 Amendments to laws, regulations and standards

7.2.1 In the event of an amendment to any law, regulation or standard that requires a modification of the Contract (hereinafter referred to as a "Regulatory Change"), Proximus NXT shall ensure that the Services are modified accordingly for the purpose of maintaining their compliance with the applicable laws, regulations or standards as described in this Contract (*Compliance*). In the event of a Regulatory Change applicable to the terms and conditions of the Processing of Personal Data (as defined in clause 9), it shall be the sole liability of the Customer to identify such Regulatory Change and the possible consequences for the Services.

7.2.2 The Parties shall endeavour to agree on the details and cost of bringing the Services into compliance with a Regulatory Change.

7.2.3 In the event of disagreement between the Customer and Proximus NXT with regard to clauses 7.2.1 or 7.2.2

- the Customer is entitled to determine: -whether a Regulatory Change has occurred
-and the extent to which the Service complies with such Regulatory Change
- the cost of implementing any change resulting from the Regulatory Change shall be the reasonable amount of work of Proximus NXT to implement such Regulatory Change, according to the time and expenses incurred; and
- the Fees are either increased or reduced to reflect the substantial amount of work done by Proximus NXT in providing the Services, depending on the time and expenses incurred.

8. 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 and shall not disclose such information to any third party. This obligation implies in particular that the receiving party is only allowed to distribute certain Confidential Information of the sending party among its staff (and/or its partners, subcontractors or the Beneficiaries of the services) in a strictly necessary number and that it shall impose the same obligation of confidentiality on the members of staff, partners and subcontractors involved in the performance of the Contract. Confidential Information shall mean any information designated by the Parties as confidential, as well as any information of strategic, technical, financial or commercial interest, the confidential nature of which could reasonably be inferred by any person, even if not expressly designated as confidential.

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

The following information should not be considered confidential:

- information in the public domain prior to the signature of the Contract;
- information developed independently by one Party without the Confidential Information of the other Party; and
- information lawfully obtained by a third party who is not bound by any obligation of confidentiality or duty of discretion.

If the receiving party is required to disclose Confidential Information to a competent judicial or administrative authority, it shall inform the sending party to the extent permitted by applicable law or the authority concerned prior to such disclosure and/or shall endeavour to limit the information to be disclosed as far as possible.

Proximus NXT, the members of the management body, the directors, the employees and 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 which is 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 authorised or imposed by or pursuant to a legislative provision, nor with regard to national, European and foreign authorities in charge of 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.

9. Protection of personal Data

To the extent that the Customer requests Proximus NXT to process personal data in connection with the Services, where the terms "personal data" and "processing" shall be defined according to their meaning in the European General Data Protection Regulation (EU) 2016/679 (the "GDPR") or its implementing or successor texts, the Parties shall enter into a Personal Data Protection Agreement in the form of the text available on the Provider's Website (<https://www.ProximusNXT.lu/en/legal>) and such Data Protection Agreement shall be annexed to this Contract. The Customer undertakes to ensure that each of its Beneficiaries signs the same Agreement with Proximus NXT when processing personal data.

10. Intellectual property rights

10.1 Proximus NXT retains all intellectual property rights to the Services.

10.2 The Customer may from time to time provide Proximus NXT with suggestions, comments or other feedback (hereinafter referred to as "Suggestions") in respect of the Services 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 agrees not to 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 licensing terms that would require any Proximus NXT deliverable including such Suggestion or derived therefrom, or other intellectual property of Proximus NXT, 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 rights or other right.

11. Force majeure

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

The Party suffering from 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 force majeure and the probable duration of the resulting failure to perform. The Party invoking force majeure shall take all reasonable measures to limit the harmful consequences for the continuity of the Contract.

In the event of an interruption in the performance of all or part of the obligations arising from the Contract due to a case of force majeure for a period of more than one (1) month, the Parties shall renegotiate the Contract in good faith with in order to reach an alternative solution so as to ensure the continuity of the Services despite the occurrence of the case of force majeure. If the Parties fail to reach a new agreement, they are free to terminate the Contract in accordance with the terms of clause 5.1.3 above.

12. Subcontracting

12.1 Proximus NXT may use subcontractors or business partners to perform part of the Services without the need to obtain the Customer's consent.

12.2 The participation of a subcontractor or partner appointed by Proximus NXT does not relieve Proximus NXT of its responsibilities towards the Customer.

13. 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 under 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.

14. Audit

14.1 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.

14.2 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.

14.3 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.

14.4 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 minimise any disruption.

14.5 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.

14.6 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.

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

15. General provisions

15.1 Independence of the Parties

The Contract shall not be construed to establish a temporary company, joint venture, partnership or association between the Parties. Proximus NXT' personnel who are responsible for the provision of the Services to the Customer shall not be deemed to be employees of the Customer for any reason whatsoever. Each Party remains independent of the other Party. No Party shall be entitled 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.

15.2 Insurance

Each Party shall take out appropriate insurance to cover the risks associated with the performance of their contractual obligations and shall provide a valid insurance certificate at the request of the other Party.

15.3 Modifications of the terms and conditions of this document

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.

15.4 Correspondence

Any correspondence or communication between the Parties which does not entail any change in their rights and obligations under the Contract may be sent by electronic means. The Parties hereby undertake to exchange any correspondence or files solely by electronic means.

15.5 Assignment of the Contract

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

15.6 Non-solicitation clause

During the duration of the Contract, as well as for a period of twelve (12) months following the termination of the Contract, the Customer undertakes not to directly or indirectly solicit or engage any Proximus NXT collaborator who is involved in assignments related to the Contract, without Proximus NXT' prior written consent (whether the collaborator is acting in an employee, consultant or other capacity), even if they have been approached by the Proximus NXT collaborator. In the event of a breach of this prohibition, the Customer shall be obliged to pay Proximus NXT a fixed amount of compensation equal to twice the gross annual salary of the person wrongly employed. In general, the Parties shall refrain from any action likely to directly or indirectly deprive the other Party of any right or benefit due to it in the performance of the Contract. In particular, each Party shall ensure that it does not harm the other Party or use the Confidential Information that the latter communicates to it for its own benefit, in any way whatsoever.

15.7 Advertising – Promotion

The Customer hereby consents to Proximus NXT

- referring to the Customer as a customer of the Service Provider benefiting from the Services,
- using the Customer's company name and logo on the Service Provider's website and in its promotional materials.

15.8 Validity after Contract

The Parties acknowledge and agree that certain provisions of the Contract shall survive termination for any reason, such as obligations relating to confidentiality, intellectual property, reversibility, Customer Materials and protection of Personal Data.

15.9 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 unenforceable by a final court decision, this shall not affect any other term which shall remain valid and enforceable

for the Parties.