Proximus
APISolutions

Terms and Conditions

Proximus FlexIO

Date   01/09/2020
Sensitivity **Unrestricted**

proXimus

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1. Introduction

Proximus FlexIO (hereafter the "**Service**") is a Communication Platform as a Service (CPaaS) solution.

The Service consists of Application Programming Interfaces (API) and a visual designer interface allowing to deconstruct communication assets (voice calls and messaging such as SMS) into building blocks to build customer-centric solutions.

Subscription to the Service is obtained via the Proximus API Solutions platform. The Service is invoiced on a Pay as You Use basis, so the Customer is charged only for the resources he consumed during the past month.

The Service consists of 1 solution element being the Proximus API Solutions platform

The functionalities of the service are articulated around 4 functionalities:

1. Number management

2. REST APIs

3. Visual Designer

4. Solution API

A PC, an internet connection and a development and/or application hosting environment(s) are prerequisites to the Service and not included in this agreement.

The functionality of the Service is described more in detail in the 'Functional Service Description' chapter whereas the support Services provided to the Customer during the implementation and the operational phases are described respectively in Chapters 'Implementation Phase' and 'Operational Phase'.

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2. Service Overview

The tables below list the functionality types and activity types (also called Service Components) that are by default included ('DEF') in the Service

2.1 Functional Service

Service Components	Standard
Proximus API Solutoins Platform	DEF
Proximus FlexIO Console	DEF
Number Management	DEF
Voice APIs	DEF
SMS APIs	DEF
RCML	DEF
Visual Designer	DEF
Turn Key Application" APIs	DEF

2.2 Support Services

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

Service model	Solution element in scope	DEF/OPT/SC
Service Desk Access	All	DEF

3. Functional Service Description

3.1 Proximus API Solutions platform

The Service is integrated and delivered from the Proximus API Solutions platform (http://proximusapi.enco.io).

Proximus API Solutions is the digital delivery platform of Proximus exposing a catalog of APIs related to its core telco services to customers.

Proximus API Solutions platform provides:

- user registration and user login to access the Service

- subscription to the Service

- consumption reporting of the Service

- invoicing for usage of the Service

Once registered to the Service, the Customer receives the necessary credentials to access the Proximus FlexIO Console. The Customer can use the Service to its own interpretation within the limits of these Specific Terms & Conditions.

3.2 Proximus FlexIO functionalities

The Service consists of 7 main functionalities depicted in the following sections.

A complete, accurate and up to date description of the functionalities of the Service is available on-line on proximusapi.enco.io. This online documentation is publicly accessible and doesn't require subscription to the Service.

The "**Documentation**" consists of up-to-date online instruction manuals and guides, code samples, on-line help files and technical documentation.

3.2.1 Proximus FlexIO Console

The Proximus FlexIO Console is the default page Customer will see after logging into the Service.

The console consists of 4 main sections:

- Applications: An Application tells our platform where to retrieve instructions for managing inbound calls to any of your numbers. Applications can be self-hosted (a "URL application") or created using our Visual Designer. The Visual Designer can also be used to create applications that will create outbound calls.

- Numbers: Lists the numbers assigned to the Customer using our Number Management API or web interface. By selecting a number, the Customer can associate it to any of his applications and define fallback and callback URLs in case needed. Multiple numbers can be assigned to the same application. Such association operation can also be automated by using REST API.
- Clients: A Client represents a user agent that can make and receive calls using Proximus FlexIO. This means that the Customer can configure any software or hardware VoIP phone with the Client Username and Password in order to register with Proximus FlexIO
- Logs: Retrieve and consult the list of all Customer inbound & outbound calls and messages, recordings and important notifications.

3.2.2 Number Management

The Number Management component provides the ability for the Customer to order phone numbers, release acquired phone numbers and associate acquired phone numbers to his Customer Applications. Phone numbers acquired thru the Service can only be used by Customer Applications making use of the Service. The Number Management component is delivered by a dedicated web user interface as well as via REST APIs.

3.2.3 Voice APIs

a set of REST APIs that allow the creation and control of voice calls including:

Intelligent Call Control

Take control over your Customer Application call flow including call forwarding and routing, call transfer, collecting input, playing music, recording and storing calls, leaving a voicemail, sending an SMS and email and more.

Call Conference

Proximus FlexIO provides scalable audio-conferencing functionality for collaboration. Customer can create room-based and ad-hoc conferences with personal identification (PIN) codes that offer full conference room controls for a moderator including muting and dropping participants.

Speech recognition

Proximus FlexIO's Automatic speech recognition enables the creation of applications and services that listen to users in several languages without any pre training and that can act on partial recognition results as the end-user speaks.

Audio Playback

Proximus FlexIO enable Customer Applications with a calling experience that includes playing customized voice prompts and hold music by uploading audio files.

Recording

Proximus FlexIO includes built-in and programmatic media recording. Using APIs, Customer Applications can implement features for recording voicemail and meetings, integrating stored call recordings with the preferred Customer Relationship Management tools or build a customised dashboard.

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3.2.4 SMS APIs

A REST API that allows the sending of SMS messages, supporting:

Smart Encoding

> Engaging end-users in their native tongue. Intelligent automatic unicode translation to ensure emojis and non-standard characters make it to their destination the way there are intended.

Delivery reports

> Tracking delivery rates and performance of your SMS campaign. Receive real-time Delivery Reports of SMS messages sent.

Intelligent SMS splitting

> Proximus FlexIO supports sending messages longer than 160 characters and automatically split them with no additional effort on the part of the user based on the encoding.

Real-time SMS notifications and logs

> Retrieval of SMS logs in real-time with our APIs to receive detailed information including message direction, message status, and message time stamps

3.2.5 REST Communication Markup Language

The REST Communications Markup Language represents a set of instructions the Customer can use to tell Proximus FlexIO what to do when Customer Applications create outbound calls or answer inbound calls

3.2.6 Visual Designer

Visual Designer offers a quick and easy way to create Voice and Messaging applications requiring no programming knowledge. The Visual Designer comes with prebuilt action templates allowing Customer to define what needs to happen when the application answers an inbound call or creates outbound calls.

Actions templates are grouped in modules, modules can be linked together according to a simple control logic.

3.2.7 Turn-key Solutions API

Solution-oriented high-level REST API supporting higher level functions such as 2 Factor Authentication and call queue management

4. Implementation Phase

4.1 Ordering

To subscribe and use the Service, the customer is required to have an account (the "**Customer**") on the Proximus API Solutions platform. As part of the account creation process, the Customer will be asked to provide and email address and to create a password. To allow subscription to the Service, the Customers' account must include a payment method. The default payment method is by credit card. Invoicing is an option for which the Customer should contact our support team. Once your account is created on the Proximus API Solutions platform, the Customer must self-register to "Proximus FlexIO" by selecting the appropriate Plan in the Proximus API Solutions Marketplace of the platform.

4.2 Assist Services

As soon as it receives the online subscription request initiated by the Customer from the Proximus API Solutions marketplace, Proximus will start the provisioning and activation of the Service.

Once the Service is activated, the Customer will receive from the Proximus API Solutions platform a confirmation email including specific credentials to start using Proximus FlexIO and such a such it will be deemed as having been made available to the Customer.

5. Operational Phase

This chapter describes the support provided by Proximus as from the activation of the Service until the end of the Agreement. Under the Agreement the Customer benefits from support meaning Proximus provides it with reactive support to shorten Incidents through interventions, replacements and management of configurations of the Solution Elements in scope.

5.1 Service Desk Access

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

Proximus provides the Customer with online support via a portal. The Service Desk is only accessible to Customers registered on the Proximus API Solutions platform (24x7) every day of the year via the following channels:

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Service Desk Access	
Portal	https://proximusapi.enco.io – accessible through the "Support" button or link

After the report of an issue, every communication will refer to a unique Ticket number. This number serves as identifier and must be used in all further related communications between Proximus and the Customer. Failing to mention this unique ticket number might cause delays in the further handling of the ticket.

5.2 Incident Handling

The activities related to Incident Handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident within the agreed Service Level.

5.2.1 Remote Diagnostics

The main goal of Remote Diagnostics is to assess the cause and validate the impact of the reported Incident, via phone or email. The Customer analyzes the Incident before contacting Proximus.

Proximus will assist the Customer to perform some basic troubleshooting actions to identify the faulty part. In some cases, the Customer will be requested to provide Proximus with additional information. . In parallel, Proximus will investigate whether a temporary solution can be provided to the Customer. The Customer will be informed of any actions and their related implementation time/impact.

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

6. Service Levels

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

6.1 Scope

Service Levels are applicable, within the Service window(s) set out below, when the Service has been activated and the credentials are received, if any.

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

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6.2 SLO and SLA

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

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

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

The Customer will not be eligible to receive Service Credits if (1) the Customer is in arrears in paying his Proximus invoices related to this Agreement or another contract or (2) the Customer is in breach of the Agreement during the time of the Incident or event. If the Agreement expires or is terminated prior to the issuing of the Service Credit, the Service Credit will become void as of the Agreement's date of expiration or termination.

6.3 Service windows

Service levels are applicable within the selected Service window.

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

Service Window Name	Acronym	Applicable on	Service Window Hours
Standard Service Hours	SSH	*All solution elements*	Monday-Friday 09:00-17:00 CET/CEST Except. Belgian public holidays.

6.4 Incident Priority

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

Priority definitions

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

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

6.5 Service Level Description

SLO KPI	Definition	Applicable on	Target	Valid for	Service Credits
Incident Ticket Creation Time	The time between the Incident notification (via the Service) and the creation of an Incident ticket in the ticketing system.	Online Service Desk Access	30 minutes	P1 and P2 Incidents	none
Incident Response Time	The time inside the agreed Servicing Window between the ticket creation and the start of the troubleshooting by Proximus, minus all time as a result of an event for which the stop-clock principle is applicable.	Remote Diagnostics the Platform, the Portal, the Bot	P1 incidents: 1 day P2 incidents: 2 days	P1 Incidents P2 Incidents	None

No guarantee is provided on:

- the availability and accessibility of the Proximus API Solutions portal.
- the availability and accessibility of the Proximus FlexIO features.

6.6 Planned Maintenance Window

In compliance with the General Terms and Conditions for Professional Customers, Proximus will make maximum use of the following planned maintenance window:
- Monday to Friday: between 5.30 pm to 8.30 a.m
- Saturdays, Sundays and Belgian public holidays: at any times

In any case where planned maintenance works entail a Service interruption of more than 30 minutes, regardless of whether these works take place within or outside the planned maintenance window, Proximus shall use reasonable efforts to notify by any means the Customer who are subscribed to the website http://status.enco.io

The planned works are not taken into account in the Service Level Agreement calculation, if any.

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7. Specific Terms and Conditions

7.1 Agreement procedure

The Customer cannot retrieve data after termination of his subscription to the Service. Any content made available by Proximus in the framework of this Service will no longer be available after the Service has been terminated, regardless of the reason therefor. Consequently, before the termination of the Agreement, the Customer must take the necessary measures to retrieve his content as explained in the documentation made available to him by Proximus.

7.2 The Customer rights and obligations

7.2.1 The Customer Responsibilities

When registering for an account, Customer must provide true, accurate, current and complete information about himself as requested during the account creation process. Where Customer is a legal person, the representative declares that it is legally entitled and authorized to act on behalf of Customer. Customer will keep its users' passwords and usernames confidential and will not share them with third parties. Customer is responsible for all actions taken through its accounts.

Customer is solely responsible for all use (whether or not authorized) of the Service under its customer account(s), including the quality and integrity of your Customer Data and each Customer Application. Customer is also solely responsible for all acts and omissions of anyone who has access to or otherwise uses any Customer Application ("End Users"). Customer agrees to take all reasonable precautions to prevent unauthorized access to or use of the Service and will notify Proximus promptly of any unauthorized access or use. Proximus will not be liable for any loss or damage arising from unauthorized use of your customer account(s). Customer will be solely responsible, at your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and each End User to connect to, access, and use the Service.

Customer:

(a) is solely responsible for all use (whether or not authorized) of the Service and Documentation under his Customer account, including for the quality and integrity of Customer Data and each Customer Application (ie. any software application or service that Customer makes available through or creates, using developer tools provided by Proximus FlexIO or that interfaces with the Services);

(b) uses Services only in accordance with this Agreement, the Acceptable Use Policy, Documentation, Order Forms or other applicable terms relating to the use of the Service, and applicable laws;

(c) is solely responsible for all acts, omissions and activities of the Customer's End Users, including their compliance with these Terms, Documentation, the Acceptable Use Policy, and any Order Forms or other terms of sales of the Services;

(d) does his best to prevent unauthorized access to or use of the Service and notify Proximus promptly of any such unauthorized access or use; (e) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers

Customer represent and warrant that if he records or monitors telephone calls, SMS messages, or other communications using the Services, then he will comply with all applicable laws prior to doing so and will secure all required prior consents to record or monitor communications using the Services. Proximus makes no representations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications. Customer acknowledges that these representations, warranties, and obligations are essential to our ability to provide customer with access to recording and monitoring features that are part of the Services, and customer further agrees to indemnify Proximus and our affiliates in accordance with the terms of "Mutual Indemnification" for claims arising out of or related to your acts or omissions in connection with providing notice and obtaining consents regarding such recording or monitoring of telephone calls, SMS messages, or other communications using the Services.

Customer will comply with the applicable law relating to your respective activities pursuant to these Terms. Proximus will provide the Services in accordance with laws applicable to Proximus' provision of the Services to its customers generally (i.e. without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and applicable Order Form (if any).

The Customer will designate one or more individuals who possess the appropriate skills, knowledge and/or experience to oversee the Service, evaluate the adequacy and results of the Service, and accept responsibility for the results of the Service.

As part of the Service, the Customer is able to access and use a or several online portal (herein after the 'Portal'). The Customer shall ensure that only authorized persons are granted such access. The Customer shall comply with any other security or technical standards imposed by Proximus from time to time in connection with the secure portal. Proximus cannot verify whether access requests and the use of the portal are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. The Customer shall immediately inform Proximus in writing of any changes to the identification data of the authorized persons.

The Customer shall not copy or use the Portal or any portion thereof (nor authorize or permit third parties, including any end users, to do so), except as expressly authorized by this Agreement; use the Portal on any unauthorized equipment or products; use the Portal in any way that may damage, impair or disable the operation of the Service; modify the Portal or create derivative works based on the Portal, reverse engineer or decompile, decrypt, disassemble or reduce the Portal to human-readable form, except as allowed by law; alter any proprietary notices or legends contained in or on the Service; use the Portal in breach of other parties' rights.

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

The support activities covered by this Agreement are described in the Chapter Operational Phase. Replacement, repair of the affected Solution element or any other Proximus intervention is not included in the Service when (i) the Incident is due to any use or events outside the normal operating conditions of the affected Solution element, (ii) On-demand support is provided; (iii) support activities relating to Software and/or Hardware are not supported by the suppliers any more, (iv) the Incident is due to:

a. external causes including but not limited to weather conditions, shut-off or cut communication lines that are not included in the Service, breakdowns of the air conditioning, poorly functioning

sockets, storms, lightning strikes, floods, and all other causes alien to the Solution element, inappropriate environmental factors such as too high humidity, abnormal temperatures or an abnormally high amount of dust

b. use of the affected Solution element not authorized by the Agreement and any prescription given by Proximus

c. negligence or fault (by act or omission) by the Customer or third parties in using or setting up Solution element;

d. the failure of the Customer to respect his obligations as stipulated in this Agreement;

7.2.2 Service Usage Restrictions

With regard to the Service, you agree that:

(a) except to make the Services available to your End Users in connection with the use of each Customer Application as permitted herein, you will not transfer, resell, lease, license or otherwise make available the Service to third parties or offer them on a standalone basis;

(b) you will not attempt to use the Service to access or allow access to Emergency Services (meaning, an official government-sponsored emergency telephone number (such as 112 and 101 in Belgium and other locations worldwide) which is used to dispatch professional emergency responders) unless the Service is expressly approved for Emergency Services, and you use those Service strictly in accordance with the Emergency Services Addendum;

(c) you will ensure that the Service are used in accordance with all applicable law and third party rights, as well as these Terms and our Acceptable Use Policy, as amended from time to time;

(d) you will ensure that we are entitled to use your Customer Data, as needed to provide the Services;

(e) you will not use the Service in any manner that violates any applicable law;

(f) You will not use the Service to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine;

(g) you will not create multiple Customer Applications or Service accounts to simulate or act as a single Customer Application or Service account (respectively) or otherwise access the Service in a manner intended to avoid incurring fees;

(h) except as allowed by applicable law, you will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any software provided in connection with the Service.

7.2.3 Suspension of Service

In addition to suspension of the Service for non-payment of fees as described in Section 7.6.3 (Suspension for Non-Payment), Proximus may also suspend the Service immediately upon notice for cause if: (a) Customer violates (or gives Proximus reason to believe Customer has violated) any provision of these Terms, our Acceptable Use Policy; (b) there is reason to believe the traffic created from Customer use of the Service is fraudulent or negatively impacting the operating capability of the Service; (c) Proximus determines, in its sole discretion, that providing the Service is prohibited by applicable law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Service; or (d)

subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of Customer assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if Customer becomes the subject of bankruptcy or similar proceeding, or (e) there is any use of the Service by Customer or End Users that in Proximus' judgment threatens the security, integrity or availability of the Service. However, Proximus will use commercially reasonable efforts under the circumstances to (x) provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension; (y) where practicable limit the suspension based on the circumstances leading to the suspension (e.g., to certain phone numbers, or other subset of traffic); and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved.

7.3   Changes to the Service

Proximus reserves the right to make operational or technical changes to the Service, including but not limited to error correction and bug fixes, version upgrades or new releases and phasing out of the Service, as a whole or of any feature thereof. Proximus will provide a ninety (90) days advance notice in the event we discontinue the Service, as a whole or of any feature thereof. The advance notification will be sent by mail to the email address associated to the Customer's Proximus API Solution account. It is your responsibility to ensure that calls or requests you make to the Service are compatible with our then-current Service. Although Proximus tries to avoid making changes to the Service that are not backwards compatible, if any such changes become necessary, Proximus will use reasonable efforts to let Customer know prior to implementing those changes using communication channels such as blog posts or newsletters.

Customer is not eligible for any refund or credit due to changes to the Service.

7.4   Changes to these terms

Proximus may update these terms of Service from time to time by providing you with advance written notice of material updates at least thirty (30) days in advance of the effective date. Notice will be given by mail to the email address associated to the Customer's Proximus API Solution account. This notice will highlight the intended updates. Except as otherwise specified by Proximus, updates will be effective upon the effective date indicated at the top of these Terms of Service. The updated version of these Terms will supersede all prior versions. Following such notice, your continued access or use of the Service on or after the effective date of the changes to the Terms constitutes your acceptance of any updates. If you do not agree to any updates, you should stop using the Service.

Customer is not eligible for any refund or credit due to changes to the Terms.

7.5   Proximus rights and obligations

Without limiting a party's express warranties and obligations, and except as expressly provided herein, the services are provided "as is," and Proximus makes no warranty of any kind, whether express, implied,

statutory or otherwise, and Proximus specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the fullest extent permitted by law. Proximus additionally disclaims all warranties related to third party telecommunications providers. Notwithstanding anything to the contrary in this agreement, Proximus will not be liable and will have no obligation to indemnify customer for sensitive data that you or any end user sends to Proximus.

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

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

In case of Customer's fault or neglect, it shall hold Proximus harmless from claim, complaint or action by a third party (included the Proximus's supplier, Interlocutors, End Users) in this respect. Proximus recommend to the Customer to take out an appropriate insurance policy to cover such liability and the risks inherent in the use of and access to the Service.

7.6 Fee, Payments and invoicing

7.6.1 Fees

You agree to pay fees in accordance with the rates listed at proximusapi.enco.io/asset/flexio/price, unless otherwise set forth in an order form or order confirmation between the parties (an "Order Form").

Additionally, we will charge you, and you shall pay, any and all additional costs, fines, or penalties we incur from a governmental or regulatory body or telecommunication provider as a result of your use of the Service.

Invoices to the Customer will be issued by:
  Clearmedia NV.
  Merksemsesteenweg 148
  B-2100 Deurne.
  VAT: BE 0831.425.897
acting as Billing Service for Proximus for all billable services delivered by the Proximus API Solutions platform. Clearmedia NV is a Proximus company.

7.6.2 Payment Terms

You will make all of the payments due hereunder in accordance with the following applicable payment method:

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7.6.2.1.1 Credit Card Payment Terms

If you elect to pay via credit card, then you are responsible for ensuring that your customer account(s) has a sufficient positive balance to cover all fees due. If, for any reason, you have a negative balance on your customer account(s), then we reserve the right to suspend the Service.

7.6.2.1.2 Invoicing Payment Terms

If you elect to receive invoices and pay in arrears and we approve you for the same, then invoices will be sent to you via email as a PDF on a monthly basis. You will make all of the undisputed fees hereunder within fourteen (14) days of the date of the invoice. Unless you and Proximus agree otherwise in writing, all undisputed fees due pursuant to these Terms are payable in Euro, unless otherwise agreed to between the parties in writing. Payment obligations can't be canceled, and fees paid are non-refundable. The non-payment by the due date of a single invoice shall make the owed balance of all other invoices, whether past due or not, immediately and legally payable. The drawing and/or acceptance of bills of exchange, or other negotiable documents, will not provide for any renewal of debt and is not at variance with the terms and conditions of sale. An interest rate of 10% per year shall be imposed, by law and without notice of default, on any amount that remains unpaid on the due date. This interest rate shall be calculated starting on the due date of the invoice. The late-payment interests shall be charged per month started. The parties expressly agree that if this invoice has not been paid in full within 30 days after the invoice date, then the invoice amount shall be increased by 10% of the invoice principle amount, by law and without notice of default, by way of a fixed and irrevocable proviso, in application of Article 1152 of the Civil Code, with a minimum of EUR 250.00 as fixed remuneration for the damages suffered and including any judicial costs.. Following the notice of non-payment, we may also suspend the Services until you pay the undisputed fees due plus any late fees.

7.6.3 Suspension for Non-Payment

If we suspend the Services pursuant to this Section 7.6, then we will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur in connection with any such suspension.

7.6.4 Fee Disputes

If you are disputing any fees, you must act reasonably and in good faith and you must cooperate diligently with Proximus to resolve the dispute. You must notify us in writing if you dispute any portion of any fees paid or payable by you pursuant to these Terms. You must provide that written notice to us within eight(8) days of the date we bill you for the charge you want to dispute, and we will work together with you to resolve the dispute promptly.

7.7 Protection of Personal Data

7.7.1 General

As between you and Proximus, we exclusively own and reserve all right, title and interest in and to the Services, Documentation, our Confidential Information and all anonymized or aggregated data resulting from use and operation of the Service (such as but not limited to volumes, frequencies, or bounce rates)

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and that do not identify a natural person as the source of the information, as well as any feedback, recommendations, correction requests, or suggestions from you or any End User about the Service ("Contributions"). As between you and Proximus, you exclusively own and reserve all right, title and interest in and to each Customer Application, Customer Data and your Confidential Information.

7.7.2 Confidential Information

During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of three (3) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Proximus or Customer ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement whether due to the nature of the information or the circumstances surrounding its disclosure.

7.7.3 Exclusions

Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

7.7.4 Compelled disclosure

Proximus may disclose your Confidential Information if so required pursuant to a regulation, law or court order. We will give you notice of the compelled disclosure (to the extent legally permitted). You will cover our reasonable legal fees for preparation of witnesses, deposition and testimony to the extent such compelled disclosure is in connection with a lawsuit or legal proceeding to which you are a party or to the extent fees are incurred in connection with reasonable assistance we provide to you in connection with your efforts to contest disclosure.

7.7.5 Use of Customer Data

"Customer Data" consists of data and other information made available to Proximus by or for Customer through the use of the Service under these Terms

Customer instructs us to use and disclose Customer Data as necessary to (a) provide the Service including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the

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Services, and (b) respond to any technical problems or Customer queries and ensure the proper working of the Service. Customer acknowledges, that email and SMS are an insecure medium that is generally not encrypted in transit and security of information transmitted through the Internet can never be guaranteed and, accordingly, Proximus is not responsible for any interception or interruption of any communications through the internet or for changes to or loss of Customer Data in connection with the Service.

7.7.6 The Customer is the sole responsible for the Customer's Content

The Customer undertakes not to provide, submit or make available through the Service Customer's Content that could (1) be not accurate, complete or up-to-date; infringe third-party rights (intellectual property, privacy or other rights); (2) be immoral or contrary to public order, to any code of conduct (including any policy of the) or to any law, rules or regulation in force (including, but not limited to, privacy, e-commerce and consumer protection regulations); or (3) cause damage to Proximus (and its suppliers)'s infrastructure or the content provided, submitted or made available through the Service by other customers.

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

7.7.7 Data controller-Data processor

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

Proximus (and its subcontractors) may access the personal data included in the configuration data or Customer's content stored by Proximus under this Agreement:

- in order to carry out any operation necessary for the performance of its tasks under the Agreement;
- as a result of any order issued by the competent jurisdiction or a public authority;
- in order to protect Proximus's (and its subcontractors') network, equipment.

7.8 Representations and Warranties

7.8.1 Recordings and Communications Monitoring

Customer represents and warrant that if Customer records or monitors telephone calls, SMS messages, or other communications using the Service, then Customer will comply with all applicable laws prior to doing so and will secure all required prior consents to record or monitor communications using the Service. Proximus makes no representations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications. Customer acknowledges that these representations, warranties, and obligations are essential to Proximus' ability to provide Customer with access to recording and monitoring features that are part of the Service.

7.8.2 Customer Data

Customer represents and warrants that Customer has provided (and will continue to provide) adequate notices and have obtained (and will continue to obtain) the necessary permissions and consents to provide Customer Data to us for use and disclosure pursuant to Section 7.7.5 (Use of Customer Data).

7.9 Limitation of Liabilities; Emergency Services

7.10 INDIRECT CONSEQUENTIAL AND RELATED DAMAGES

EXCEPT FOR DAMAGES ARISING FROM BREACH OF YOUR OBLIGATIONS UNDER SECTION 7.2 (The Customer rights and obligations), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.11 LIMITATION OF LIABILITY

EXCEPT FOR DAMAGES ARISING FROM BREACH OF YOUR OBLIGATIONS UNDER SECTION 7.2 (The Customer rights and obligations), IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 7.6 ABOVE.

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7.12 EMERGENCY SERVICES DISCLAIMER

NEITHER PROXIMUS NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD PROXIMUS HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES, AS DEFINED IN SECTION 7.2.2, ABOVE. PROXIMUS FLEXIO'S OUTBOUND COMMUNICATIONS SERVICES SHOULD NOT BE USED FOR CONTACTING EMERGENCY SERVICES, UNLESS THE PROXIMUS SERVICE IS EXPRESSLY APPROVED FOR THIS PURPOSE AND YOU AND PROXIMUS HAVE ENTERED AN EMERGENCY SERVICES ADDENDUM IN CONNECTION WITH YOUR USE OF THE APPROVED PRODUCT.