

General Terms and Conditions Telenet Business

for Products and Services intended for large companies and organizations

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Capitalized terms are defined in Annex 1.

1 Scope

- 1.1 These General Terms and Conditions apply to quotations for, and the delivery by Telenet of, Services and Products intended for large companies and organizations and form an integral part of the Contract between Telenet and the Customer.
- 1.2 Provisions of these General Terms and Conditions may be derogated from elsewhere in the Contract. However, in the Order, provisions of the General Terms and Conditions or Specific Terms and Conditions may only be derogated from by express reference to the provision being derogated from. In the event of any conflict or inconsistency between the various documents comprising the Contract, the following order of precedence shall apply (where higher-ranked documents shall prevail over lower-ranked documents):
- (i) the Specific Terms and Conditions;
 - (ii) these General Terms and Conditions;
 - (iii) the Order;
 - (iv) the contract summary (if applicable).
- 1.3 The agreement between Telenet and the Customer concerning the Services and/or the Products is governed exclusively by these General Terms and Conditions and the other documents comprising the Contract. The Contract cancels and replaces all prior proposals, arrangements, undertakings and agreements relating to the same subject matter. As Telenet does not wish to be bound by them, the Customer's own general and/or specific terms and conditions are expressly excluded, even if those terms and conditions (or other documents of the Customer) state that they would apply.

2 Conclusion of Contract

- 2.1 If the quotation does not specify a period of validity, Telenet's quotations shall be valid for 30 days. The Contract shall always prevail over any quotation(s). Any reference to the quotation is intended solely to clarify the Service, Product or prices.
- 2.2 Ordering a Service and/or a Product requires a duly submitted Order. Any order submitted by the Customer to Telenet shall be binding on the Customer. The Contract shall only come into effect upon the express acceptance of the Order by Telenet.
- 2.3 By placing an Order, the Customer represents and warrants to Telenet that:
- (i) it has received (or has been duly informed where to access) all documents and information comprising the Contract, that it has reviewed them and fully understands and accepts their provisions;
 - (ii) it has reviewed the technical and non-technical specifications of the Service and/or Product and acknowledges that they meet its needs and expectations;
 - (iii) all information provided to Telenet (for example regarding the Location and/or the Customer's systems) is correct and complete;
 - (iv) all Customer Data in the Order is complete and accurate;
 - (v) the person or persons submitting the Order is/are authorized to represent the Customer;
 - (vi) the conclusion and performance of the Contract by the Customer does not breach any other agreement to which the Customer is a party, the provisions of its articles of association, or any other obligations applicable to the Customer; and
 - (vii) it has taken out adequate insurance (and will maintain such insurance for the entire duration of the Contract) to enable it to compensate for any Damage for which it may be held liable under the Contract.
- 2.4 The Customer acknowledges and accepts that these warranties are essential to Telenet, and that Telenet would not have entered into the Contract had it known that one or more of the warranties was inaccurate or incorrect. Telenet shall at all times be entitled to request from the Customer any information and documents it deems necessary to assess compliance with the warranties.
- 2.5 Telenet reserves the right not to enter into the Contract (or not to accept a renewal of the Contract or additional Orders), for example in the following situations:
- (i) if the Customer fails to provide Telenet with the information required for entering into the Contract (for example, documentation to verify the identity of the Customer or its representative(s), and/or the authorizations of the Customer's representative(s)), or if the information provided is incorrect or incomplete;
 - (ii) if there are technical or operational reasons that reasonably prevent Telenet from performing the Contract;
 - (iii) if the Customer fails to comply with its obligations under another Contract with Telenet or an agreement with an Affiliate of Telenet;
 - (iv) in the event of serious indications of fraud or questionable creditworthiness of the Customer;

- (v) if the Customer fails to provide the Financial Guarantee referred to in article 3 (*Financial Guarantee*);
- (vi) if there are serious indications that the Customer will not comply with articles 5.3 (*Location*), 5.4 (*Use of the Service and/or the Product*) and/or 5.5 (*Cooperation*).

- 2.6 If the Customer — with Telenet's prior written consent — places an Order on behalf of one or more of its Affiliates, such Affiliates shall also be bound by the Contract, and the Customer and the relevant Affiliate(s) shall be jointly and severally liable for the performance of all their obligations, warranties and undertakings (including payment obligations) under the Contract. If the Customer benefits from certain more favourable commercial terms (such as discounts) as a result of being part of a group of companies, Telenet shall be entitled to amend such more favourable terms to the standard terms (such as by withdrawing discounts) and/or to renegotiate such terms as soon as the Customer ceases to be part of that group of companies. The Customer shall immediately inform Telenet in writing of any such changes to its corporate structure.
- 2.7 The Parties agree that the Contract and/or any amendments thereto may be validly concluded by electronic means (such as by email or through an online ordering process). If Telenet makes certain documents of the Contract available online via links to such documents, Telenet recommends that the Customer download such files at the time of placing the Order and retain them for documentation purposes, future reference and unchanged reproduction.
- 2.8 The Customer shall not be entitled to derive any rights or Claims from obvious errors or mistakes in the Contract, the quotation or any other documentation received prior to the conclusion of the Contract.

3 Financial Guarantee

- 3.1 Telenet may make entry into or renewal of the Contract subject to the provision of a Financial Guarantee.
- 3.2 During the term of the Contract, Telenet may at any time require the Customer to provide a(n) (additional) Financial Guarantee in the following situations:
- (i) if the use of the Service has materially increased compared to previous usage;
 - (ii) in the event of non-payment or late payment (under the Contract or under another agreement with Telenet or an Affiliate of Telenet);
 - (iii) in the event of serious indications of fraud or reduced creditworthiness.
- 3.3 The Customer shall bear all costs related to the Financial Guarantee. The Financial Guarantee shall not give rise to the payment of interest by Telenet to the Customer.
- 3.4 Telenet shall be entitled to apply the Financial Guarantee to the (full or partial) settlement of any outstanding amounts owed by the Customer under the Contract.

4 Obligations and responsibilities of Telenet

- 4.1 Telenet undertakes to perform the Contract with due care and diligence and, without prejudice to article 4.4, in compliance with Applicable Legislation. Unless expressly provided otherwise in the Contract:
- (i) all obligations of Telenet are obligations of means (and not obligations of result);
 - (ii) Telenet does not offer minimum quality levels for its Service; and
 - (iii) any delivery, installation or performance deadlines are provided for information purposes only and shall be regarded as best estimates based on the information available. If Telenet expects a delay, it shall inform the Customer accordingly and take all reasonable measures to minimize the delay.
- 4.2 The Customer understands and acknowledges that:
- (i) certain Services may be interrupted or disrupted by external factors or obstacles;
 - (ii) Telenet cannot guarantee that the Service and/or the Product, whether in whole or in part, will always be available without interruption or disruption. However, Telenet undertakes to use reasonable efforts to resolve interruptions or disruptions within a reasonable timeframe. Telenet may also need to temporarily restrict or suspend access to, or availability of, the Service and/or the Product in order to carry out maintenance, repairs, updates and improvements to its Infrastructure, the Service and/or the Product. Telenet shall not be liable to the Customer for any compensation in this respect. In the event of foreseeable material adverse effects and if possible, Telenet shall inform the Customer in advance;
 - (iii) Telenet cannot guarantee that no security or integrity incidents and/or risks will occur (such as viruses, malware, phishing, hacking or other forms of cybercrime). However, Telenet undertakes to use reasonable efforts to implement security measures in its Infrastructure.
- 4.3 Telenet shall be entitled to take any reasonable measures (including suspension of the Service) that it deems necessary or useful to safeguard the security, integrity or proper functioning of the Service, the Product, its Equipment or Infrastructure (or that of its Affiliates, subcontractors or suppliers) and to prevent or stop fraud or unauthorized use of the Service and/or the Product.

- 4.4 The Services and Products are provided 'as is' to multiple customers in various sectors without specific checks that may be generally required or customary in any particular sector, and they are not designed to comply with specific (legal or other) obligations. The Customer shall be solely responsible for determining whether they are suitable for its intended purpose, its specific needs and any obligations, of any kind, that may apply to it.
- 4.5 The Services and Products are not designed or intended for high-risk activities or applications where a failure or malfunction could directly result in death, personal injury or serious physical or material damage, and they must not be used for such purposes. Telenet expressly disclaims any explicit or implicit warranty of fitness for high-risk activities.
- 4.6 When Telenet provides advice or recommendations, the Customer shall bear full responsibility for the use and/or application thereof.
- 4.7 The Customer may not rely on the remedies provided in articles 5.239, §2 and 5.90, paragraph 2 of the Civil Code to suspend the performance of its obligations or to terminate the Contract in situations where the Customer believes that Telenet will not perform its obligations, or will not do so in a timely manner.

5 Obligations and responsibilities of the Customer

5.1 General

- 5.1.1 The Customer shall perform all obligations incumbent upon it under the Contract at its own expense.
- 5.1.2 The Customer understands and accepts that if it fails to perform its obligations, or fails to do so correctly or in a timely manner:
- (i) Telenet may not be able to perform the Service, or not correctly or in a timely manner;
 - (ii) Telenet reserves the right to perform the relevant obligation itself, where possible, and to charge the Customer for all reasonable costs incurred in doing so;
 - (iii) it shall indemnify Telenet against Claims by third parties (including Users) and fully compensate Telenet for any Damage resulting from the non-performance of its obligations;
 - (iv) Telenet shall not be liable in any way for the consequences of the Customer's non-performance of its obligations or of Telenet's exercise of its rights in accordance with this article.

5.2 Infrastructure

- 5.2.1 The Customer acknowledges that the Infrastructure is and shall remain the property of Telenet and/or its supplier(s).
- 5.2.2 The Customer undertakes to:
- (i) handle the Infrastructure with due care and as a prudent and reasonable person would; and
 - (ii) not to make any modifications and/or repairs to the Infrastructure, or have such modifications and/or repairs made by third parties not authorized by Telenet. Only Telenet and contractors authorized by Telenet shall be entitled to carry out maintenance and repair work on the Infrastructure.

5.3 Location

- 5.3.1 If Equipment needs to be installed at the Location, the Customer shall provide, free of charge, sufficient free and suitable space (whether or not the Location is owned by the Customer). The Customer shall arrange this space in accordance with the instructions provided by Telenet, so as to ensure in any event that normal assembly, installation and maintenance are possible. The Customer shall in particular be responsible for ensuring:
- (i) a safe working environment at the Location;
 - (ii) sufficient, compliant and earthed electrical connections;
 - (iii) suitable temperature and humidity levels in the space; and
 - (iv) where applicable, that the Network termination point at the Location remains accessible.

The Customer shall bear the costs for the consumption (such as internet and electricity) of the Equipment at the Location.

- 5.3.2 The Customer grants Telenet permission to access the Location for the placement (if agreed) and/or the performance of any maintenance, repairs or modifications of the Equipment. and the Customer authorizes Telenet to carry out the necessary work at the Location for this purpose, including the installation of ducts/raceways and cables and the connection of the Equipment to the Customer's power supply. Telenet shall not be liable for any damage to the Location that is reasonably necessary for the installation and/or connection of the Equipment and shall not be responsible for the costs of restoring the Location to its original condition after the end of the Contract.
- 5.3.3 Telenet shall have the right (but not the obligation) to inspect the Location prior to installation of the Equipment.
- 5.3.4 The Customer undertakes to inform Telenet immediately of:

- (i) installations and/or pipes and cables (such as those for water, gas, electricity) that could be damaged during the installation or maintenance of the Equipment;
- (ii) all applicable health and safety regulations. Telenet shall not be liable if it is unable to perform its obligations under the Contract as a result of these conditions.

5.3.5 The Customer represents and warrants that:

- (i) it has the necessary rights of access and use in respect of the Location;
- (ii) there are no claims, mortgages or security interests over the Location that would interfere with the proper operation of the Equipment;
- (iii) it has obtained, or will obtain, all required permits, approvals and other authorizations relating to the Location that are necessary for (a) connection to the fixed Network, (b) performance of the works required for the Service, and/or (c) installation and/or presence of the Equipment (including a free right of way);
- (iv) it has the right to grant Telenet the aforementioned rights and authorizations; and
- (v) the person present on behalf of the Customer at the time of installation is authorized to assess and approve or reject the installation.

5.4 Use of the Service and/or the Product

5.4.1 The Service and/or Product are intended for use solely by the Customer and the Users. The Customer shall be liable to Telenet for the use of the Service and/or the Product by the Users. The Customer undertakes to clearly inform the Users of the relevant contractual provisions and limitations.

5.4.2 The Customer may not distribute, commercialize, sell, resell, release, re-release, supply, duplicate, license or disclose the Service (or its content) for the benefit of any third party.

5.4.3 The Customer undertakes to use the Service and/or the Product:

- (i) in accordance with Applicable Legislation, the Contract and all reasonable instructions for use;
- (ii) solely for its intended purpose and not for unauthorized, unlawful or deceptive purposes, nor in any manner that causes or could cause Damage to the interests or rights of Telenet, its Affiliates or third parties, or in any manner that is or could be detrimental to the use of the Service by other customers.

5.4.4 The Customer undertakes to:

- (i) make a copy of all data or materials (such as documentation, files, configurations) before providing them to Telenet. It is the Customer's responsibility to make regular backups of its data or materials and to restore such data and materials in the event of loss or damage. Telenet shall not be responsible for recovering and/or restoring lost or damaged data or materials;
- (ii) refrain from any act that could in any way interfere with the proper functioning of Telenet's Services, Products, Infrastructure and/or Equipment;
- (iii) inform Telenet of any actual or suspected unauthorized, unlawful or deceptive use of the Service and/or the Product. The Customer shall cooperate in good faith and take all appropriate measures to prevent such use and, where applicable, to identify and stop such use as quickly as possible. The Customer shall remain fully responsible for payment of all invoices relating to the Service and/or the Product, even where the Service and/or the Product has been used in an unauthorized, unlawful or deceptive manner by the User(s) or by a third party.

5.5 Cooperation

The Customer undertakes to provide all cooperation required by Telenet to perform the Contract. Such cooperation may include, in particular:

- (i) appointing contact persons;
- (ii) providing timely assistance, documents, materials, information or feedback (such as regarding technical specifications, data, systems or personnel);
- (iii) ensuring that the devices, networks, systems and/or infrastructure used by the Customer are compatible with the Service and/or the Product;
- (iv) providing physical access to the Location(s) or buildings;
- (v) establishing (and maintaining for the duration of the Contract) connections with and/or providing remote access to devices, networks, systems and/or infrastructure;
- (vi) granting or obtaining (and maintaining for the duration of the Contract) rights, licences, sublicences, authorizations or approvals;

- (vii) informing Telenet in a timely manner of any circumstances that may affect Telenet's obligations (such as changes or damage to devices, networks, systems and/or infrastructure), in particular in relation to the continuity and delivery of the Service.

5.6 Devices

- 5.6.1 In this article, 'devices' refers to all terminal equipment, materials, devices and/or other Equipment that the Customer connects, directly or indirectly, to the Infrastructure or otherwise uses in connection with the Service.
- 5.6.2 The Customer undertakes to:
 - (i) use only compatible devices that comply with all Applicable Legislation and meet all technical requirements;
 - (ii) not use devices that may cause malfunctions of the Infrastructure or the Service;
 - (iii) use the devices at all times in accordance with the instructions for use and safety instructions;
 - (iv) implement all modifications, updates and upgrades to the devices (including installed software) necessary to be able to use and continue to the Service(s);
 - (v) ensure that the devices are properly secured both physically and digitally (including against unauthorized access, viruses and hacking);
 - (vi) immediately disconnect from the Infrastructure any devices that (a) are not compatible or do not function properly, (b) otherwise impede or disrupt the Services or the operation of the Infrastructure, (c) are not compliant with Applicable Legislation, or (d) may cause death or bodily injury;
 - (vii) replace devices where, for technical reasons inherent to the devices (such as due to obsolescence), they are no longer able to access the Infrastructure or are no longer suitable for use in connection with the Service.
- 5.6.3 The Customer warrants that it holds any legally required licences and permits to commission, connect and use the devices.
- 5.6.4 The Customer acknowledges that Telenet shall not be liable for:
 - (i) malfunctions, interruptions or reduced quality caused by the devices used or their incompatibility;
 - (ii) software installed on its devices; and/or
 - (iii) the inadequate security of the devices.

5.7 Login details and Portals

- 5.7.1 With respect to identification and/or other login details (such as usernames and/or passwords), the Customer undertakes to:
 - (i) maintain their confidentiality;
 - (ii) only share them with relevant and authorized Users;
 - (iii) not share them with third parties; and
 - (iv) use them only in a secure and appropriate manner.
- 5.7.2 The Customer shall be solely responsible for all use of its login details and for any activity carried out with them. Telenet recommends that the Customer change its login details regularly. If the Customer has any reason to believe that login details have become known to persons not authorized to use them, or that the login details are or could be used in an unauthorized manner, the Customer must notify Telenet immediately.
- 5.7.3 If Telenet grants the Customer access to a Portal in connection with a Service, the following shall additionally apply:
 - (i) the Customer undertakes to use the Portal solely in connection with the Service and in accordance with the Portal user guide and all specific terms of use and instructions;
 - (ii) Telenet shall have the right to change the Portal and/or release new versions of it. The Customer acknowledges and accepts that it may need to modify its software or systems in order to use or continue to use the Portal;
 - (iii) the Customer understands and accepts that Telenet may limit the number of users on the Portal;
 - (iv) the Customer must ensure that only authorized persons have access to the Portal and must immediately revoke the access rights of any persons who are not or are no longer authorized. In any case, Telenet recommends that the Customer log out at the end of each session to prevent third parties from gaining access to the Portal. Telenet cannot verify whether requests for access to and use of the Portal based on valid login details are authorized and lawful. The Customer may not hold Telenet liable for any Damage it may suffer as a result of unauthorized or unlawful use based on valid login details;

- (v) certain Portals make it possible to place Orders, modify the Contract and/or configure or reconfigure the Services. The Customer acknowledges and accepts that persons with access to such a Portal shall have the authority to carry out such actions on behalf of the Customer;
- (vi) the Customer shall be solely responsible for all configurations and modifications it carries out via the Portal and accepts that Telenet shall not be liable for any Damage resulting from such configurations or modifications.

5.8 Non-solicitation

- 5.8.1 The Customer shall not, during the entire term of the Contract and for a period of six months after its termination, directly or indirectly recruit, employ, contract or otherwise engage the services of any employee (whether employee, consultant or otherwise) of Telenet (or of an Affiliate or subcontractor of Telenet) who has had responsibilities in connection with the performance of the Contract, unless the Customer can demonstrate that it has obtained Telenet's prior express written consent or that the employee has spontaneously applied for a position with the Customer.
- 5.8.2 If the Customer breaches this obligation, the Customer shall pay Telenet compensation equal to six times the employee's last gross monthly salary (based on a fully worked month) paid by Telenet (or its Affiliate or subcontractor) to that employee, without prejudice to Telenet's right to claim additional compensation if it can demonstrate greater Damage.

5.9 Acceptance of Deliverables

- 5.9.1 The Customer undertakes to accept Deliverables within the Acceptance Period or, if the Customer does not accept a Deliverable, to notify Telenet in writing, stating the reasons for non-acceptance.
- 5.9.2 All Deliverables provided by Telenet to the Customer shall be deemed accepted as soon as the Customer indicates acceptance in any manner and, in any event:
 - (i) if the Customer has not provided Telenet with written notice within the Acceptance Period specifying the grounds for non-acceptance; or
 - (ii) as soon as the Customer uses the Deliverables (other than for testing purposes).

6 Products

6.1 Delivery, transfer of risk and visible defects

- 6.1.1 This article 6.1 shall apply both in the case of sale and in the case of rental, loan for use or provision of Products.
- 6.1.2 The Customer undertakes to take delivery of the Product at the agreed place and time or, where applicable, to collect it.
- 6.1.3 The risk of loss and damage shall transfer to the Customer upon delivery at the agreed delivery address or, where the Customer collects the Product itself, upon collection.
- 6.1.4 By way of derogation from article 21.1 (*Complaints*), complaints regarding visible non-conformity or defects must be submitted to Telenet in writing within two Working Days of delivery or collection of the Product. Failing this, the Products shall be deemed fully compliant and free of defects.

6.2 Sale of Products

- 6.2.1 This article 6.2 shall apply to the sale of Products by Telenet.
- 6.2.2 Each Product sold to the Customer shall remain the property of Telenet until the full price has been paid.
- 6.2.3 By way of derogation from article 21.1 (*Complaints*), complaints regarding hidden defects must be submitted to Telenet in writing within five Working Days of their discovery and in any event within three months of delivery or, where applicable, within the agreed warranty period. Failing this, the Customer's right to bring a Claim in relation to such defects shall automatically lapse.
- 6.2.4 The Customer shall benefit solely from any commercial warranty provided by the manufacturer of the Product. Such warranties:
 - (i) are governed by the manufacturer's warranty terms and shall apply only if the Customer uses the Product (a) for its intended purpose, (b) with due care, and (c) in accordance with the Contract and the manufacturer's warranty terms;
 - (ii) do not apply to defects or malfunctions resulting from incorrect or unauthorized use, external factors or normal wear and tear; and
 - (iii) shall lapse as soon as any modifications or repair work are carried out by persons not authorized to do so by Telenet or the manufacturer.

Telenet offers no special or additional warranties beyond those provided by the manufacturer. During the warranty period, material and manufacturing defects shall, at the discretion of Telenet or the manufacturer, be remedied free of charge, either by repair or by replacement. Replaced defective parts shall become the property of Telenet or the manufacturer. Repairs or replacements shall not extend the warranty period. If repair or replacement is not or no longer possible within the warranty

period (for example, if the manufacturer no longer supplies or supports the Products), Telenet's liability, if any, shall in any case be limited to reimbursement of the residual value of the Product concerned.

- 6.2.5 If the Parties agree that Telenet is to provide maintenance services in relation to the Products, then, for the duration of the maintenance contract, only Telenet (or a third party designated by Telenet) shall be authorized to repair or maintain the Products.

6.3 Rental, loan for use or provision of Products

- 6.3.1 This article 6.3 shall apply to any Product that:

- (i) is rented, loaned or otherwise made available to the Customer by Telenet; or
- (ii) is sold to the Customer but for which the Customer has not yet paid the full price.

- 6.3.2 Telenet and/or its supplier(s) shall retain full ownership of such Products. The Customer shall not remove any Telenet ownership markings from the Product. The Customer shall not have any right of retention over the Products.

- 6.3.3 The Customer may only move the Products within the same Location and provided that (i) the move has no impact on the Service or the quality thereof, (ii) no additional configuration is required as a result of the move, and (iii) the Product can be easily moved without risk of Damage.

- 6.3.4 The Customer undertakes to:

- (i) exercise due care in relation to the Products;
- (ii) inform Telenet immediately of any issue with the Products (such as defect, loss, theft);
- (iii) take out an 'all risks' insurance policy (including cover against theft, damage, fire and electrical risks) for the full replacement value of the Products and provide proof of such insurance to Telenet upon first request;
- (iv) ensure that the Products:
 - (a) shall not be modified or altered in any way (nor shall the Customer authorize any third party to do so);
 - (b) remain in its exclusive possession and under its exclusive control at the place of installation;
 - (c) are not sold, rented, transferred, pledged, subjected to any other security interest or otherwise made available to third parties;
 - (d) remain free from seizure and, in the event of seizure, to inform the bailiff that the Products are the property of Telenet, to notify Telenet of the seizure immediately in writing, and to lodge an objection.

- 6.3.5 The Products may only be maintained and repaired by Telenet or a person appointed by Telenet and must always remain easily accessible to Telenet. Telenet may recall a Product at any time and replace it with a similar Product. However, the Customer shall not be entitled to require a more recent version of the Product or parts thereof.

- 6.3.6 Upon termination of the Contract, the Customer shall no longer use the Products and shall be obliged to return the Products to Telenet in accordance with Telenet's instructions. The Customer accepts that certain Products may only be disconnected and/or removed by Telenet and that Telenet shall provide such services at its then applicable rates. In such cases, any failure to immediately disconnect and/or remove the Products shall in no way be construed as a waiver by Telenet of its ownership rights.

- 6.3.7 Telenet reserves the right to charge a fee if the Customer fails to return a Product, fails to do so on time, or fails to do so in accordance with Telenet's instructions and/or if a Product is damaged.

7 Software licence

- 7.1 Software provided to the Customer in connection with the Service (including software embedded in Products and third-party software) is not sold but is provided solely in the form of a personal, limited, revocable, non-exclusive and non-transferable licence or sublicense to use the software for the duration of the Contract and solely in connection with the Service.

- 7.2 In many cases, the installation and/or use of the software is subject to additional, specific terms and conditions ('**Licence Terms**'). The Customer agrees to be bound by the Licence Terms, and any breach of the Licence Terms by the Customer or the Users shall be deemed a breach of the Contract.

- 7.3 Unless and to the extent that the Licence Terms or Applicable Legislation expressly permit it, the Customer may not modify, copy, decompile, reverse engineer, disassemble or (attempt to) derive the source code of the software (or updates or parts thereof), or create derivative works from it. The Customer may only perform such actions in order to obtain information necessary to achieve interoperability with the software or to correct errors, or as otherwise permitted by Applicable Legislation, and only if the following conditions are met: (a) the actions are strictly necessary to obtain such information; and (b) the Customer has first requested such information from Telenet and Telenet has failed to make such information available on reasonable terms.

8 Third-party Terms and Conditions

- 8.1 Where Telenet resells, rents and/or makes available to the Customer Services and/or Products of third parties, the Customer accepts that:
- (i) it shall also be bound by and comply with the terms and conditions of such third parties ('**Third-party Terms and Conditions**'), including any limitations and exclusions of liability of such third parties towards the Customer or Users;
 - (ii) Telenet may at all times invoke the provisions of the Third-party Terms and Conditions with respect to the Customer;
 - (iii) Telenet shall not be liable for such Services and/or Products. In cases where Telenet cannot exclude its liability under Applicable Legislation, its liability (without prejudice to article 15 (*Liability*)) shall be limited to the amounts that Telenet can recover from the relevant third parties;
 - (iv) it shall indemnify Telenet against all Damage and Claims suffered or incurred by Telenet as a result of any non-performance by the Customer or Users with the Third-Party Terms and Conditions.
- 8.2 The Customer further accepts that Telenet shall have the right to:
- (i) amend the Contract, in accordance with article 20.2.(*Amendments*), for valid reasons where the third party makes changes to its contract with Telenet, to the Third-party Terms and Conditions, or to the Services and/or Products;
 - (ii) terminate the Contract with immediate effect, without judicial intervention and without owing any compensation, where the third party requests that Telenet terminate the Contract due to non-compliance by the Customer or Users with the Third-party Terms and Conditions, or where the contract between the third party and Telenet comes to an end.

9 Fees

- 9.1 The Customer shall pay the fees specified in the Contract. Prices are stated in euros and exclusive of taxes.
- 9.2 If any tax, duty or levy becomes payable or is increased in connection with the performance of the Contract, Telenet may pass on the applicable (greater) amount of that tax, duty or levy to the Customer in addition to the fees payable under the Contract.
- 9.3 The agreed fees shall remain payable at all times, even if the Customer does not use or only partially uses the Service and/or the Product. By way of derogation from article 5.97 of the Civil Code, the Customer shall not be entitled to unilaterally reduce the fees in the event of non-performance of the Contract by Telenet.
- 9.4 Telenet shall be entitled to charge the Customer:
- (i) all reasonable and demonstrable expenses incurred by Telenet in performing the Contract, including but not limited to travel and accommodation expenses;
 - (ii) all Damage and costs (e.g. operational costs or costs related to an unnecessary visit) incurred for the delivery, installation, maintenance, modification, suspension or unblocking following suspension of a Service and/or Product as a result of (a) a contractual non-performance by the Customer (e.g. if the Customer fails to make its Equipment or premises available or to adapt them, if the Customer is not present at the agreed place and time of an appointment, if the Customer fails to take delivery of Products at the agreed time, etc.), and/or (b) the incorrect use of the Services and/or Products.

10 Invoicing and payment

10.1 General

- 10.1.1 The Customer undertakes to pay the invoices by the due date stated on the invoice or, if no due date is stated, no later than 30 days after the Invoice Date.
- 10.1.2 To be valid, payment must be made to the account number specified by Telenet and using the reference provided by Telenet.
- 10.1.3 If, at the Customer's request, invoices are addressed to a third party, the Customer shall remain fully responsible for their payment if that third party fails to pay them in full and on time.
- 10.1.4 Telenet shall be entitled at any time, including in the event of the Customer's bankruptcy or any other form of concurrence, to set off debts and Claims between Telenet (and/or any Affiliate of Telenet) and the Customer, regardless of their form or nature and regardless of whether the respective debts or Claims are due or not yet due. The Customer shall not be entitled to set off any amounts payable by Telenet or any Affiliate of Telenet against amounts owed by the Customer under the Contract or any other agreement.
- 10.1.5 Telenet reserves the right to issue its invoices exclusively via the platform imposed by the Applicable Legislation (currently Peppol). If a duplicate invoice is provided (if possible) at the Customer's request, Telenet reserves the right to charge a fee for this (which in that case will be specified in the Price List). Storage and archiving of the invoice shall be the sole responsibility of the Customer. Telenet recommends that the Customer regularly download its electronic invoices for archiving in its own records.

- 10.1.6 Invoices for certain Services may include the wording 'settlement of third-party services as per VAT Memorandum 50/2009'. Such third-party services are invoiced and collected by Telenet, but Telenet shall not be liable for such services or the content thereof. The Customer must direct any complaints regarding third-party services to the third party concerned.
- 10.1.7 If (i) the activation or commencement of the Service constitutes the starting point for the invoicing of certain fees, and (ii) activation or commencement is delayed for reasons attributable to the Customer, Telenet reserves the right to invoice the Service as from the agreed activation or commencement date.

10.2 Late payment

- 10.2.1 In the event of late payment, Telenet shall be entitled automatically and without formal notice to:
- (i) charge late-payment interest on the outstanding amounts, calculated at the statutory interest rate (in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions);
 - (ii) charge an additional fee of 15% of the outstanding amount (as compensation for the extrajudicial costs caused by the late payment), calculated on the outstanding amounts, with a minimum of EUR 40.
- 10.2.2 The charging of these amounts shall not prejudice Telenet's right to claim compensation for any administrative, reminder and/or legal costs caused by the late payment, and any other compensation for Damage, provided that Telenet can demonstrate such greater Damage. If the Contract relates to a publicly available Electronic Communications Service, the first written payment reminder shall be free of charge. The fees for (subsequent) written reminders are specified in the Price List.
- 10.2.3 In the event of late payment of one invoice, any other outstanding invoices of the Customer, including those not yet due, shall automatically and immediately become payable.

10.3 Dispute of invoices

- 10.3.1 By way of derogation from article 21 (*Complaints*), any dispute regarding an invoice (or part thereof) must be brought to the attention of Telenet within one month of the Invoice Date. After this period, the Customer shall be deemed irrevocably to have accepted the invoice.
- 10.3.2 A dispute shall not release the Customer from its obligation to pay the undisputed portion of the invoice and any other undisputed invoices no later than the due date.

11 Audit

- 11.1 During the term of the Contract and for a period of two years following the expiry and/or termination of the Contract, Telenet shall be entitled to conduct an audit and/or to have an independent third party conduct an audit (if desired, at the Location) and to request all relevant documentation in order to verify whether the Customer is or has been complying correctly with its contractual obligations.
- 11.2 During the audit, the Customer shall provide all reasonable support and assistance.
- 11.3 Telenet shall bear the costs associated with the audit (including the fees of the independent auditor), unless the audit reveals a material non-performance by the Customer of its contractual obligations, in which case the Customer undertakes to reimburse Telenet for those costs.
- 11.4 The Parties agree that any non-performance of the Contract by the Customer resulting in an underpayment by the Customer of more than 5% over one or more months shall in any event constitute a material non-performance. Telenet shall always be entitled to invoice retrospectively any amounts that were undercharged in the past and to increase such amounts by a fixed compensation of 10% (or such higher amount as Telenet can demonstrate, if the Damage suffered is greater).

12 Minimum service

- 12.1 Telenet may limit telephony and internet access services to a minimum service if the Customer fails to comply with its obligations under the Contract or any other agreement concluded with Telenet or an Affiliate of Telenet. Telenet shall notify the Customer of this in advance.
- 12.2 Under the minimum service, the Customer shall at least have the ability to:
- (i) for telephony services: call the emergency services;
 - (ii) for internet access services: access fixed internet at upload and download speeds that are at least equal to those available to the Customer when the internet volume included in the subscription has been used up or, if such continued internet access is not provided for in the Customer's subscription plan, at upload and download speeds equal to or greater than 256 kilobits per second.

13 Suspension

- 13.1 Telenet shall be entitled to suspend the performance of its obligations under the Contract (including the provision of the Service, in whole or in part, and in relation to individual Users) with immediate effect in the following situations:

- (i) if Telenet does not have or no longer has the right to provide the Service (for example, due to the loss and/or suspension of the necessary licences, or due to the delayed granting or refusal of the permits required to carry out certain works);
- (ii) if required to do so by a Competent Authority;
- (iii) in a situation of Force Majeure;
- (iv) in the event of (a serious suspicion of) fraud or unauthorized, unlawful or deceptive use of the Service, or any threat to the security, integrity or proper functioning of the Service, Equipment or Infrastructure of Telenet, its Affiliates, subcontractors or suppliers;
- (v) if the Customer fails to comply with its payment obligations under the Contract, fails to provide or procure the requested Financial Securities to Telenet, or in the event the Customer's insolvency or serious suspicion thereof;
- (vi) if the Customer fails to comply with Telenet's request to provide the information or documents referred to in article 2 (*Conclusion of the Contract*), or if the information or documents provided show that the Customer has failed or is failing to comply with the warranties referred to in article 2.3;
- (vii) if the Customer fails to comply with any other provision of the Contract or if the Customer fails to comply with its obligations under one or more other agreements with Telenet or an Affiliate of Telenet.

13.2 In all cases where Telenet suspends the performance of its obligations under the Contract, Telenet shall notify the Customer thereof. Where possible, Telenet shall notify the Customer of the suspension of the Service in advance. If the suspension results from a non-performance by the Customer, the Customer shall not be entitled to suspend the performance of its payment obligations or any other obligations.

14 Term and termination

14.1 Term

14.1.1 The Contract may be concluded for an indefinite or fixed term. If neither the Order nor the Specific Terms and Conditions specify a fixed term, the Contract shall be concluded for an indefinite term.

14.1.2 If the Contract is concluded for a fixed term:

- (i) the term shall be calculated from the RFS Date (unless another starting point for the calculation is specified elsewhere in the Contract);
- (ii) the applicable fixed term shall be stated in the Specific Terms and Conditions or in the Order;
- (iii) upon expiry of the fixed term, the Contract shall be tacitly renewed for an indefinite term, unless the Order and/or the Specific Terms and Conditions specify that (a) a new fixed term shall commence after expiry of the initial fixed term or (b) the Contract shall terminate upon expiry of the initial fixed term. Any more favourable commercial terms (such as discounts) shall apply only during the initial fixed term and shall lapse upon the tacit renewal of the Contract.

14.2 Termination without cause

14.2.1 By the Customer

- (i) Without prejudice to the provisions below in this article 14.2.1 (*Termination without cause – By the Customer*), the Customer shall have the right to terminate the Contract at any time without cause, or to oppose any tacit renewal thereof, by giving prior written notice to Telenet. If neither the Specific Terms and Conditions nor the Order specify a different notice period, the Customer must observe a notice period of at least one month. If the Specific Terms and Conditions or the Order expressly provide that no notice period applies, the Customer may freely choose when to terminate the Contract, including with immediate effect. In the latter case, Telenet shall deactivate the relevant Service(s) as soon as technically possible.
- (ii) If the Contract was concluded (or renewed) for an indefinite term, the Customer shall not owe any compensation for terminating the Contract other than the fees payable for receipt of the Service during any applicable notice period. However, if the Customer received a Product free of charge or at a discount on condition of entering into or continuing the Contract, the Customer shall, in the event of early termination of the Contract, remain liable to pay the residual value compensation specified in the repayment schedule attached to the Contract.
- (iii) If the Contract was concluded (or renewed) for a fixed term, the Customer shall owe an early termination fee in the event of early termination of the Contract. This early termination fee shall be equal to the sum of all amounts payable under the Contract for the remaining period of the fixed term. These amounts shall be calculated on the basis of the fees agreed in the Contract. If and to the extent that variable fees were agreed, the variable portion shall be calculated on the basis of the average of the variable fees already invoiced for the Service. If a minimum usage threshold was agreed, at least the corresponding minimum periodic fee shall be taken into account.
- (iv) In the event of termination of a Contract for publicly available Electronic Communications Services (with the exception of number-independent interpersonal communications services) by a Customer with Maximum 9 Employees, the Customer shall, by way of derogation from article (iii), only owe an early termination fee if the Contract is terminated

early during the first six months. Moreover, the early termination fee shall be limited to the subscription fees that would have been payable up to the end of the sixth month if the Contract had not been terminated early by the Customer. It is further specified that:

- (a) the above limitation of the early termination fee shall not apply to the early termination of a Contract concerning (the payment of) the installation for the physical connection required for the provision of the publicly available Electronic Communications Service;
- (b) if the Customer received a Product free of charge or at a discount on condition of entering into or continuing the Contract for publicly available Electronic Communications Services, the Customer shall, in the event of early termination of that Contract, remain liable to pay the residual value compensation specified in the repayment schedule attached to the Contract.

14.2.2 By Telenet

Telenet shall be entitled to:

- (i) oppose any tacit renewal of a fixed-term Contract; and
- (ii) terminate, in whole or in part, a Contract that was concluded (or renewed) for an indefinite term,

in both cases subject to compliance with the agreed notice period or — in the absence of an agreed notice period — subject to compliance with a reasonable notice period, and without owing any compensation to the Customer.

14.3 Termination for cause

14.3.1 Each Party shall have the right to terminate the Contract with immediate effect and without judicial intervention by giving written notice to the other Party:

- (i) if the other Party is definitively (a) declared bankrupt, (b) placed into liquidation (voluntarily, by operation of law, or otherwise), in both cases without this Party appealing the decision, or (c) ceases its activities;
- (ii) if, pursuant to a final order issued by a Competent Authority, Telenet's licences and/or permits required to provide the Service are revoked or not renewed, and Telenet does not lodge an appeal against it;
- (iii) in the event of a suspension of the Service in accordance with article 13.1(iii) (*Suspension*), where the cause of the suspension persists for more than three months;
- (iv) without prior notice of default, in the event of a material non-performance of the Contract by the other Party that cannot be remedied;
- (v) in the event of a material non-performance of the Contract by the other Party that is capable of being remedied but is not remedied within 30 days after written notice of default has been served by the Party terminating the Contract.

14.3.2 The Parties expressly agree that, without limitation, the following may be considered a 'material non-performance' within the meaning of articles 14.3.1(iv) and 14.3.1(v):

- (i) fraud or unauthorized, unlawful or deceptive use of the Service;
- (ii) if the Customer fails to comply with Telenet's request to provide the information or documents referred to in article 2 (*Conclusion of the Contract*), or if the information or documents provided show that the Customer has failed or is failing to comply with the warranties referred to in article 2.3;
- (iii) non-performance by either Party of articles 5.3 (*Location*), 5.4 (*Use of the Service and/or the Product*), 8.1(i) (*Third-party Terms and Conditions*).

14.3.3 In addition, Telenet shall be entitled to terminate the Contract with immediate effect, without judicial intervention and without owing any compensation, by giving written notice to the Customer:

- (i) in the event of suspension of the Service in accordance with articles 13.1(iv) to (vii), where the cause of the suspension continues for more than fifteen days;
- (ii) if (a) the Customer and/or an Affiliate of the Customer becomes subject to sanctions or embargoes or any import or export restrictions under Applicable Legislation that applies to Telenet and/or an Affiliate of Telenet, or if (b) Telenet and/or an Affiliate of Telenet reasonably believes that it is not legally permitted to provide, or to continue to provide, Services and/or Products to the Customer.

14.3.4 Telenet shall have the right to terminate the Contract, in whole or in part, without judicial intervention and without owing any compensation, in the event of a complete or partial discontinuation of the provision of the Services and/or Products covered by the Contract (for example, if a supplier ceases to offer certain equipment or maintenance services, due to technological developments, etc.). If the Contract was concluded (or renewed) for a fixed term, Telenet shall notify the Customer of such discontinuation in writing at least six months in advance, unless this is reasonably impossible. In the latter case, Telenet shall notify the Customer of the discontinuation of the Services and/or Products as soon as reasonably possible.

- 14.3.5 In the event of termination of the fixed-term Contract by Telenet pursuant to article 14.3.1(i) or due to non-performance of the Contract by the Customer, Telenet shall be entitled to charge the following:
- (i) the early termination fee specified in article 14.2.1(iii) or in the Specific Terms and Conditions;
 - (ii) administrative costs; and
 - (iii) compensation for all Damage suffered by Telenet as a result of the non-performance of the Contract.

14.4 Consequences of termination

- 14.4.1 Termination of the Contract:
- (i) shall automatically result in the cessation of the Service; and
 - (ii) shall not affect the Customer's obligation to pay Telenet all amounts owed.
- 14.4.2 Upon termination of the Contract:
- (i) all of Telenet's claims against the Customer shall become immediately due and payable;
 - (ii) Telenet shall have the right to restrict and/or deactivate the Customer's access rights to Portals. It is the Customer's responsibility to make a copy of all documentation and other information before termination of the Contract.
- 14.4.3 Unless and to the extent required by Applicable Legislation, Telenet shall not provide the Customer with any assistance in migrating to another service provider.
- 14.4.4 Provisions intended to remain in effect following termination (including in the event of dissolution or nullity) of the Contract shall continue to apply thereafter. Such provisions include, among others, those relating to Confidential Information, liability, indemnities, processing of personal data, applicable law and competent jurisdiction.

15 Liability

- 15.1 Without prejudice to the exclusions of liability provided elsewhere in the Contract, Telenet shall not be liable for any Damage resulting from:
- (i) the mere exercise of its contractual rights (such as the refusal to enter into a Contract in certain situations, the suspension of the Service, or the termination or modification of the Contract in accordance with the Contract);
 - (ii) any unauthorized, deceptive or unlawful use of the Service and/or the Product; or
 - (iii) other acts or omissions of the Customer, the Users or third parties (excluding subcontractors of Telenet).
- 15.2 Telenet can only be held liable for (i) its own wilful misconduct or gross negligence or that of persons acting on its behalf, and (ii) the failure to perform the essential obligations that form the subject matter of the Contract (except in a situation of Force Majeure).
- 15.3 If Telenet can be held liable, Telenet's liability shall in any case be limited to:
- (i) compensation for the foreseeable, direct, personal, proven and certain Damage suffered by the Customer, to the exclusion of any loss of revenue, loss of profit, loss of anticipated savings, loss of customers, prospective customers or contracts, loss or corruption of data, loss of goodwill, reputational damage, third-party damage, costs of replacement services and/or products, administrative and personnel costs, and any other indirect, intangible and/or consequential loss or damage; and
 - (ii) a maximum amount of:
 - (a) per incident (or series of related incidents), the lower of the following amounts:
 - the fixed recurring amounts invoiced to the Customer under the relevant Contract(s) during the six months prior to the event giving rise to the damage (or, during the first six months of the term, the agreed fixed recurring amounts for those six months); or
 - EUR 125,000; and
 - (b) per calendar year, a total cumulative maximum amount equal to the lower of the following amounts:
 - the agreed fixed recurring amounts under the relevant Contract(s) for that calendar year; or
 - EUR 1,000,000.
- 15.4 The Specific Terms and Conditions may include additional and/or deviating exclusions and limitations of liability.
- 15.5 The Customer may not bring any non-contractual Claim against Telenet or any person directly or indirectly engaged by Telenet (such as subcontractors, service providers, consultants, employees, directors and persons engaged by those parties) for Damage caused in the context of the performance of the Contract between Telenet and the Customer. Only a contractual Claim by the Customer against Telenet shall be possible in respect of such Damage, if applicable.

- 15.6 The Customer acknowledges and accepts that the price of the Services and Products would be higher without the exclusions and limitations of liability agreed under the Contract.
- 15.7 No exclusion or limitation of liability included in the Contract shall apply in any situation where such exclusion or limitation would be unlawful under mandatory Applicable Legislation. In such case, the Parties agree that the relevant exclusion or limitation of liability shall apply only in those situations and only to the extent that the exclusion or limitation is considered lawful.
- 15.8 All limitations and exclusions of liability included in the Contract shall apply to all Damage and Claims of the Customer (including Damage suffered by Users and/or other third parties) in connection with, or arising from the performance or non-performance of, the Contract, regardless of whether the Claim is based on Telenet's non-contractual, pre-contractual or contractual liability. Telenet's Affiliates and directly or indirectly engaged persons may also invoke these exclusions and limitations of liability.
- 15.9 A Claim by one Party for Damage caused by the other Party shall only be admissible if it is brought within a period of one year from the date on which the aggrieved Party became aware (or ought reasonably to have become aware) of the cause of the Claim. To avoid any ambiguity, the Parties expressly agree that this provision shall not apply to Claims relating to the fees payable by the Customer for the Services and Products.

16 Force Majeure

- 16.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under the Contract (excluding payment obligations) if such failure or delay is caused by, or results from, Force Majeure.
- 16.2 The affected Party shall inform the other Party as soon as possible of the Force Majeure situation and of the estimated extent and duration of its inability to fulfil its obligations. When the Force Majeure situation ceases to exist, the affected Party shall inform the other Party as soon as possible and shall resume performance of its obligations.

17 Intellectual Property Rights and Customer Data

17.1 General

- 17.1.1 All Intellectual Property Rights belonging to a Party shall remain the exclusive property of that Party. The Contract does not transfer any of a Party's Intellectual Property Rights to the other Party.
- 17.1.2 The Customer shall receive only a personal, limited, revocable, non-exclusive and non-transferable licence or sub-licence to use the (elements of the) Service protected by Intellectual Property Rights, for the duration of the Contract and in accordance with its provisions.
- 17.1.3 Insofar as Telenet needs to use Intellectual Property Rights of the Customer and/or Customer Data acquired or used by the Customer for the performance of the Contract, the Customer shall grant Telenet, for the duration of the Contract, a free-of-charge, non-exclusive, sub-licensable, transferable, worldwide licence to use, modify, adapt, reproduce and translate the Customer's Intellectual Property Rights and Customer Data in the context of performing the Contract. The Customer shall remain fully responsible for its Intellectual Property Rights and the content of the Customer Data and warrants that their processing by Telenet in the context of the performance of the Contract does not infringe any Applicable Legislation and/or any third-party rights.
- 17.1.4 The Customer may not use the trade or domain names, trademarks or logos of Telenet, its Affiliates or suppliers without their express prior consent.
- 17.1.5 Without prejudice to article 19 (*Confidential Information*), Telenet shall be entitled to use and re-use any know-how and feedback acquired or applied in the context of the Contract that does not constitute the Customer's Intellectual Property Rights, for its own benefit and for the benefit of third parties.

17.2 Indemnification

- 17.2.1 Without prejudice to article 15 (*Liability*), Telenet shall defend, indemnify and hold the Customer harmless from and against any Damages finally awarded by a competent court and incurred by the Customer in connection with a complaint or Claim brought by a third party against the Customer regarding an infringement of that third party's Intellectual Property Rights resulting from the Customer's use of the Services or Products ('**IP Claim**').
- 17.2.2 This indemnification obligation on the part of Telenet shall only apply if the Customer:
- (i) promptly notifies Telenet in writing of the IP Claim;
 - (ii) does not acknowledge any liability or enter into any settlement in relation to an IP Claim without Telenet's prior written consent;
 - (iii) allows Telenet to take conduct of the IP Claim proceedings (which includes the right to (i) assume control of the proceedings, (ii) enter into a settlement provided it does not involve any admission of fault or liability on the part of the Customer, and (iii) manage all discussions and efforts to resolve the dispute);
 - (iv) at Telenet's request, provides reasonable assistance to Telenet in connection with any IP Claim proceedings; and

- (v) takes the necessary steps to mitigate any Damages related to the IP Claim.
- 17.2.3 If an IP Claim is brought against the Customer, Telenet may, at its sole discretion:
 - (i) obtain for the Customer the right or permission to continue using the Services and/or Products; or
 - (ii) modify the Services and/or Products so that they no longer infringe the Intellectual Property Rights of a third party, without adversely affecting their overall functionality or operation; or
 - (iii) replace the infringing Services and/or Products with other, non-infringing items or services that offer similar functionality and performance; or
 - (iv) terminate the Contract (in whole or in part) and provide the Customer with a pro rata refund for any Services or Products that the Customer has prepaid but has not been able to use.
- 17.2.4 Telenet's indemnification obligation under this clause 17.2 (*Indemnification*) shall not apply to any IP Claim relating to:
 - (i) modifications to the Services and/or Products made by the Customer, unless such modifications were made at the request of Telenet or were approved in writing by Telenet;
 - (ii) modifications to the Services and/or Products carried out by Telenet in accordance with instructions from the Customer;
 - (iii) use of the Services and/or Products in combination with other materials, software, equipment or systems not approved in writing by Telenet;
 - (iv) any infringement by the Customer of applicable licence or other contractual terms; or
 - (v) third-party Services and/or Products for which Telenet merely acts as an intermediary (for example, as a reseller).

18 Processing of personal data

- 18.1 In the context of the Contract, Telenet acts as a data controller and, in certain cases, also as a processor. 'Data controller' and 'processor' are terms defined by law:
 - (i) When Telenet acts as a data controller, it determines the means and purposes for which it processes personal data. For more information about the processing of personal data by Telenet in its capacity as data controller, the Customer can consult the Telenet privacy policy at www.telenet.be/privacy.
 - (ii) When Telenet acts as a processor, it processes personal data on behalf of the Customer. Such processing is governed by the data processing agreement (also called "DPA") that, in such cases, also forms part of the Contract.

19 Confidential Information

- 19.1 The Parties undertake not to share or disclose any Confidential Information to any third party during the term of the Contract and for a period of five years thereafter, unless required to do so by law or with the prior written consent of the other Party.
- 19.2 The Parties may, however, share or disclose the Confidential Information, or a part thereof:
 - (i) to Competent Authorities upon request, provided that the Party sharing or disclosing the information notifies the other Party of the request in advance (if legally and practically possible) and informs the relevant Competent Authority of the confidential nature of the Confidential Information being provided; and
 - (ii) to their Affiliates, agents, subcontractors, suppliers and personnel (employees, consultants or others), but only to the extent that disclosure is necessary for the performance of the Contract, and provided that such persons are informed of the confidential nature of the information and undertake to observe equivalent confidentiality obligations.
- 19.3 Telenet may also disclose the Confidential Information, or part thereof, to third parties who reasonably require access to such information for the purpose of evaluating, negotiating, performing or advising on (i) the conclusion, amendment or termination of financing agreements, or (ii) the acquisition, restructuring or sale of certain assets and/or liabilities by Telenet and/or its Affiliates, provided that such third parties are informed of the confidential nature of the information and undertake to observe equivalent confidentiality obligations.

20 Amendments

- 20.1 Without prejudice to article 20.2, Telenet shall have the right to adjust the prices under the Contract at any time on the basis of:
 - 20.1.1 the following formula: $\text{new price} = \text{initial price} \times (0.8 \times S1/S0 + 0.2)$, where
 - (i) $S0$ = the Agoria Reference Wage Cost Index Digital at the time of contract conclusion;
 - (ii) $S1$ = the Agoria Reference Wage Cost Index Digital at the time of the adjustment;
 - 20.1.2 in the event the Contract concerns the provision of publicly available Electronic Communications Services: the consumer price index; and/or

- 20.1.3 any specific formula set out in the Specific Terms and Conditions.
- 20.2 Telenet shall have the right to amend the terms of the Contract (including the prices and the features of the Services and/or Products) at any time for valid reasons, including:
- (i) technical and/or technological developments (it being understood that Telenet shall not be obliged to adapt its Services and/or Products in line with such developments);
 - (ii) developments in the needs or expectations of its customer base or the market;
 - (iii) changes implemented by Telenet's supplier(s);
 - (iv) new or amended Applicable Legislation;
 - (v) decisions by Competent Authorities; or
 - (vi) other objective external factors (such as exchange rate fluctuations).
- 20.3 Amendment of the Contract in accordance with this article shall not entitle the Customer to terminate the Contract. By way of exception, the Customer shall have the right to terminate, without early termination fees, a Contract relating to publicly available Electronic Communications Services (excluding number-independent interpersonal communications services) if the amendment affects the Customer, provided that the Customer notifies Telenet in writing no later than three months after the notice of the proposed amendment(s), except where:
- (i) the proposed amendment:
 - (a) is demonstrably solely to the benefit of the Customer;
 - (b) is of a purely administrative nature and has no negative impact on the Customer; or
 - (c) is directly imposed by or under Applicable Legislation, leaving Telenet no choice in terms of implementation; or
 - (ii) the amendment concerns a price increase linked to the consumer price index as referred to in article 20.1.2.
- If the Customer received a Product free of charge or at a discount on condition of entering into or continuing the Contract, the Customer shall, in the event of early termination of that Contract pursuant to this article 20.3, remain liable to pay the residual value compensation specified in the repayment schedule attached to the Contract.
- 20.4 Telenet shall inform the Customer of the amendment of the Contract and, where applicable, of the right referred to in article 20.3 to terminate the Contract without early termination fee. Where possible, Telenet shall provide this notice before the amendment takes effect and, in the case of an amendment to a Contract concerning publicly available Electronic Communications Services, at least one month in advance.
- 20.5 With regard to transmission services for the provision of machine-to-machine services, the rights referred to in articles 20.3 and 20.4 shall accrue to Customer-Subscribers only if they are Micro-Customers or Small Customers.

21 Complaints and disputes

21.1 Complaints

- 21.1.1 In the event of problems or incidents, the Customer must (i) inform Telenet of this as soon as possible — and no later than one month after the Customer could reasonably have become aware of it — and (ii) provide Telenet with all information necessary to enable Telenet to investigate and follow up the complaint. The Customer may contact Telenet using the contact details provided in the Order, in the Specific Conditions, on the invoice or on the Website.
- 21.1.2 If the Customer does not inform Telenet of the complaint in time or fails to provide the required information, the complaint will be inadmissible.
- 21.1.3 If the complaint (i) concerns publicly available Electronic Communications Services and (ii) the Customer disagrees with Telenet's response to their complaint, the Customer may contact the Office of the Ombudsman for Telecommunications (Koning Albert II-laan 8, 1000 Brussels, klachten@ombudsmantelecom.be, +32 2 223 09 09 (Dutch) - +32 2 223 06 06 (French), www.ombudsmantelecom.be) (the 'Office of the Ombudsman').

21.2 Disputes

- 21.2.1 The conclusion, application, interpretation and performance of the Contract are governed by Belgian law, excluding the UN Convention on Contracts for the International Sale of Goods and the rules of private international law.
- 21.2.2 Any disputes that cannot be resolved amicably shall be submitted exclusively to the courts of Antwerp (Mechelen division).

22 Miscellaneous

22.1 Nature of the relationship

- 22.1.1 The Parties act on their own behalf, for their own account and under their own exclusive responsibility. The conclusion or performance of the Contract does not give rise to, and shall not be deemed to constitute, the creation of a company, association, joint venture or any other form of partnership between the Parties.
- 22.1.2 The Parties may not make any statements or enter into any commitments in the name of or on behalf of the other Party without that Party's prior written consent.
- 22.2 Non-exclusivity**
- 22.2.1 The Contract is concluded on a non-exclusive basis.
- 22.2.2 The Contract in no way limits Telenet's right to:
- (i) enter into agreements with third parties (including competitors of the Customer) that are identical or similar to the Contract;
 - (ii) authorize third parties (including competitors of the Customer) to resell the Service and/or Products or similar services and/or products.
- 22.3 Personnel and subcontractors**
- 22.3.1 Telenet reserves the right to substitute any member of its personnel at any time.
- 22.3.2 Telenet may engage third parties to perform the Contract in whole or in part. Telenet remains responsible to the Customer (in accordance with the provisions of the Contract) for the performance of the Contract by its subcontractors.
- 22.3.3 Telenet's personnel (and that of its subcontractors) shall at all times work under the exclusive responsibility of Telenet (or of its subcontractors, as the case may be). Such personnel shall follow only reasonable instructions from the Customer in connection with the performance of the Contract. Under no circumstances shall the Customer be regarded as the legal or de facto employer of the personnel assigned to it, nor shall the Customer carry out any act that might suggest an employment relationship. At no time shall either Party allow any of its personnel to present themselves or be presented, to act or be treated, or to consider themselves or be considered, as an employee of the other Party.
- 22.4 Assignment**
- 22.4.1 The Customer may not assign the Contract and/or its rights or obligations under the Contract to a third party without Telenet's prior written consent.
- 22.4.2 The Customer irrevocably and unconditionally agrees that Telenet may assign the Contract and/or its rights or obligations under the Contract, in whole or in part, to a third party, and undertakes to provide the necessary cooperation for such assignment.
- 22.5 Publicity**
- Telenet and Telenet's Affiliates shall have the right, subject to the Customer's consent, to use the Customer's name, trade name, brand, and logos in public reference lists and in publicity for their Services and Products. The Customer shall not unreasonably withhold its consent.
- 22.6 Press**
- The Customer undertakes not to issue any press releases or make any other public statements about the Contract and/or Telenet without Telenet's prior written consent.
- 22.7 Severability**
- 22.7.1 The nullity, voidability or unenforceability of one or more provisions of the Contract shall not affect the remaining provisions of the Contract, which shall remain in force.
- 22.7.2 If one or more provisions of the Contract are null and void, voidable or otherwise unenforceable:
- (i) the Parties shall negotiate in good faith to replace the relevant provision(s) with one or more valid and enforceable provisions that most closely reflect the original intent of the Parties as expressed in the relevant provision(s), to the extent permitted by Applicable Legislation; and
 - (ii) the Parties prefer that, in the context of a dispute between them, the court shall adjust and/or reduce the relevant provision(s) to a valid and enforceable extent, rather than declaring the provision(s) null and void or disregarding them.
- 22.8 Translation**
- In the event of any doubt or discrepancy between the different language versions, the Dutch-language version of the Contract shall prevail.
- 22.9 Notices**
- 22.9.1 Telenet may require the Customer to make certain notices, communications and/or requests under the Contract in writing.

22.9.2 Written notices from Telenet may be given, among other means, by letter, email, SMS, on the invoice or via any Portals made available by Telenet in connection with the Service.

22.9.3 The Customer undertakes to inform Telenet immediately in writing of any change to the information provided to Telenet at the time of entering into the Contract or thereafter, including its name, business name, registered office and/or contact address, telephone number, email address and billing details. In the absence of such notification, all notices shall be deemed validly served based on the most recent contact details provided by the Customer.

22.10 Waiver of rights

22.10.1 A waiver of any right or remedy may only be made in writing. The fact that a Party fails to demand the performance of an obligation under the Contract or to enforce a provision of the Contract shall not be construed as a waiver of rights or remedies.

22.10.2 A waiver of rights or remedies in respect of a breach of the Contract shall not constitute a waiver of rights or remedies in respect of any prior or subsequent breach.

Annex 1

1 Definitions

1.1 The following words and expressions shall have the following meanings in the Contract, unless the context otherwise requires:

Subscriber	Has the meaning given to it in the Act on Electronic Communications.
Acceptance Period	The acceptance period agreed in the Contract or, in the absence of an agreed acceptance period: 5 Working Days after delivery of the relevant Deliverable.
General Terms and Conditions	These Telenet Business general terms and conditions (for Products and Services intended for large companies and organizations).
Order	The order placed by the Customer for a Service and/or Product via an order method accepted by Telenet (for example, an order form or a Portal).
Competent Authority	Any competent supranational or national, regional, community, provincial or local regulatory agency, department, office, commission, council, government, court or other governmental entity.
Specific Terms and Conditions	All specific terms and conditions applicable to the Service and/or Product (regardless of their title: service agreement, service level agreement, specific terms and conditions, data processing agreement, etc.). Depending on the Service or Product concerned, these specific terms and conditions may include Product or Service descriptions, service levels, additional (service-specific) contractual terms, terms applicable to a temporary or promotional offer, etc.
Contract	The agreement between Telenet and the Customer concerning the Service and/or Product. In addition to the Order (including any modifications thereto) and these General Terms and Conditions, the Contract may also include Specific Terms and Conditions, the Price List and any information required by Applicable Legislation (such as pre-contractual information and/or the contract summary).
Deliverable	The expressly agreed output or results created, performed or delivered by Telenet within the scope of the Services (such as reports, advice).
Service	Any service provided by Telenet to the Customer under the Contract. Depending on the Service concerned, the Service may consist of the sale, rental, licensing or provision of Products or may include such provision.
Electronic Communications Services	Has the meaning given to it in the Act on Electronic Communications.
Invoice Date	The date on which the invoice is issued.
Financial Guarantee	Any type of guarantee intended to secure the fulfilment of the Customer's financial obligations under the Contract, including the payment of a deposit, an advance payment, a bank guarantee or a guarantee issued by the parent company or by a company within the group of companies to which the Customer belongs.
User	Any natural person who – by virtue of their professional relationship with the Customer – uses the Service and/or the Product (such as consumers, customers, suppliers and/or the Customer's staff (whether or not under an employment contract)).
IP Claim	The Claim described in article 17.2.1.

Infrastructure	The IT and network infrastructure (including the Network) of Telenet and/or its suppliers used by Telenet in the course of its business operations.
Intellectual Property Rights	Patents, invention rights, copyrights and neighbouring rights, trademarks, trade names and domain names, design rights, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets), and all other intellectual property rights, whether or not registered, including all applications for, renewals or extensions of such rights and all similar or equivalent rights or forms of protection existing now or in the future.
Customer	The legal entity, association or self-employed entrepreneur that concludes the Contract with Telenet for professional purposes.
Customer with Maximum 9 Employees	A Customer-Subscriber that, at the time of conclusion of the Contract, is a 'subscriber with maximum 9 employees' within the meaning of the Act on Electronic Communications.
Customer Data	The data that the Customer and/or Users communicate, upload or otherwise make available to Telenet in the context of the Service.
Small Customer	A Customer that, at the time of conclusion of the Contract, is a 'small enterprise' or a 'small non-profit organization' within the meaning of the Act on Electronic Communications.
Licence Conditions	The conditions described in article 7.2 (<i>Software licence</i>).
Location	Any location, site or part thereof where the Service(s) is(are) delivered.
Micro-Customer	A Customer that, at the time of conclusion of the Contract, is a 'micro-company' or a 'micro non-profit organization' within the meaning of the Act on Electronic Communications.
Network	The fixed and/or mobile network used by Telenet to provide certain Services. The fixed network also includes the underground or overhead drop cable up to the network termination point at the Location.
Office of the Ombudsman	The Office of the Ombudsman for Telecommunications as defined in article 21.1.3 (<i>Complaints</i>).
Force Majeure	Any cause beyond the reasonable control of a Party that temporarily or permanently makes it reasonably impossible for that Party to perform its obligations under the Contract, including but not limited to: (i) strikes, lock-outs or other collective actions or labour disputes, (ii) fire, flood, lightning strike, explosion, earthquake, extreme weather conditions, natural disasters, (iii) terrorist acts, insurrection or civil disturbances, war or military operations, national or local state of emergency, (iv) pandemic, (v) acts or omissions of a Competent Authority.
Party	Each of Telenet and the Customer individually.
Portal	Portals, interfaces or applications to which the Customer gains access in the context of certain Services.
Price List	The price list(s) published on the Website, or otherwise communicated to the Customer, applicable to Telenet Business Services and Products.

Product	Hardware (in the broadest sense, including Equipment, devices and handsets) and/or software.
RFS Date	The Ready-For-Service date; the date on which the Service is ready to be brought into service by Telenet.
Damage	All damage, costs, delays, deteriorations, losses, expenses, fines (including administrative fines) and other liabilities.
Telenet	Refers to: <ul style="list-style-type: none"> - Telenet BV, with registered office at Liersesteenweg 4, 2800 Mechelen, registered in the Crossroads Bank for Enterprises under number 0473.416.418, Antwerp Register of Legal Entities, Mechelen division; or - an Affiliate of Telenet named in the Order.
Applicable Legislation	All laws, including international, European, national, federal, regional, provincial and municipal laws, directives, regulations, codes, rules, orders, standards and guidelines having the force of law and arrangements with or standards imposed by governments, governmental authorities or regulatory bodies, which from time to time apply to the entity, activity or subject concerned under the relevant circumstances.
Equipment	The equipment, devices and/or materials (including software) used, or required to be used, in the context of the Service.
Affiliate	Has the meaning given to it in article 1:20 of the Belgian Code of Companies and Associations.
Confidential Information	<p>All information disclosed by one Party to the other Party in connection with or in the course of concluding the Contract or performing the Service, both before and during the term of the Contract, whether in writing or orally, which is designated by the disclosing Party as confidential and/or which should reasonably be regarded as confidential.</p> <p>Confidential Information does not include:</p> <ul style="list-style-type: none"> (i) information that is or becomes part of the public domain other than as a result of a non-performance of the Contract; (ii) information already known to the receiving Party (other than under a confidentiality obligation to the disclosing Party) before receipt in the context of the Contract; (iii) information disclosed by a third party that is legally entitled to do so and that did not obtain the information as a result of a non-performance of the Contract; (iv) information independently developed by a Party without using or being based on Confidential Information received under the Contract from the other Party.
Third-party Terms and Conditions	The conditions described in article 8 (<i>Third-party Terms and Conditions</i>).
Claim	All claims and demands.
Website	www.telenet.be
Working Day	Any day other than Saturdays, Sundays and Belgian public holidays.

2 Interpretation

- 2.1 Where the General Terms and Conditions refer to articles without an express reference to the document in which those articles appear, such references shall be to articles of the General Terms and Conditions.
- 2.2 In the Contract, the following rules of interpretation shall apply, unless the context otherwise requires:
- (i) headings are for convenience only; they do not form part of the terms of the Contract and shall not affect its interpretation;
 - (ii) the annexes to each of the documents comprising the Contract form an integral part of the Contract;
 - (iii) a reference to the Contract includes all documents comprising the Contract, and also includes any amendments to or replacements thereof;
 - (iv) references to a law or statutory provision also refer to any amended, modified, consolidated or re-enacted form thereof, whether currently in force or introduced in the future;
 - (v) a reference to 'days' shall mean calendar days;
 - (vi) a reference to a Party also includes a reference to that Party's successors and permitted assigns; and
 - (vii) 'including', 'for example', 'such as' and similar expressions shall not be construed as limiting terms and shall be interpreted as illustrative only.