General Terms and Conditions

IT Services

06/2020

Index

General Terms and Conditions 3
1. Definitions 3
2. Contractual documents 4
3. Beneficiaries 4
4. Entry into effect of the agreement and term 4
5. Suspension and termination 4
6. Conditions of provision of the products or services 5
7. Price 8
8. CInvoicing and payment conditions 8
9. Hierarchical and disciplinary power 9
10. Non-sollicitation of personnel 9
11. Liability 9
12. Insurance 9
13. Intellectual property 9
14. Security 10
15. Trade control rule 10
16. Force majeure 10
17. Confidentiality 11
18. Subcontracting 11
19. Assignment 11
20. Waiver 11
21. Partial invalidity 11
22. Protection of personal data 11
23. Reversibility 12
24. Referencing 13
25. Survival of certain provisions 13
26. Agreement on evidence 13
27. Applicable law and attribution of jurisdiction 13
28. Notification 13

General Terms and Conditions

1. Definitions

Beneficiary designates generally any Affiliated Company designated by the Client, which is likely to use or to access the Product or Service.

The Contract (also named 'Service Order Form' or 'SOF') is completed and signed by the Client to order the Product(s) or the Service(s) and contains at a minimum the identification data of the Client and mentions the Product(s) or Service(s) and the option(s) chosen and their duration. The Contract also contains the prices of the Products and Services provided. It contains all of the information useful for enabling Orange Belgium to evaluate the order and, as applicable, to accept it. If Orange Belgium does not react within the eight (8) working days following receipt of the signed Contract, the latter is regarded as having been accepted. The Client designates the natural person, legal person or de facto association that is the holder of the Agreement concluded, for its professional needs, with Orange Belgium.

The Manufacturer designates the manufacturer, maker or producer of a piece of Equipment.

'IT Services' General Terms and Conditions designates the present document, whose purpose is to define the terms and conditions under which Orange Belgium shall provide the Product(s) or the Service(s) to the Client. The 'IT Services' General Terms and Conditions constitute the common legal basis applicable to all of the Products or Services.

Specific Terms and Conditions designates the document that brings together the description of the Products and Services and the specific conditions of a Product or Service, possibly the applicable service level agreement and the applicable rates. In the event of contradiction, the Specific Terms and Conditions of a Product or Service take priority over the present General Terms and Conditions.

The Agreement is the contractual relationship between the Client and Orange Belgium, on the basis of which one or more Products or Services are provided. The Agreement is constituted by all of the Contracts, the Specific Terms and Conditions and these General Terms and Conditions.

Commissioning Date or Date of activation designates the effective date of commissioning by Orange Belgium of all or part of a Contract after acceptance of the Product or Service by the Client; this date marks the starting point of the invoicing and of the minimum term of the Contract.

Documentation designates the written documentation necessary for using, installing or operating a piece of Equipment or a Software.

Data designates the data of the Client and Users, including those of a personal character, hosted by Orange Belgium within the framework of the Agreement.

Publisher designates a company that assures the design, development and marketing of software products.

Equipment designates all equipment or hardware manufactured, made or produced by a third-party Manufacturer and which is provided to the Client by Orange Belgium under the Agreement, as well as the related Documentation and the Software(s) embedded with said Equipment. Depending on the chosen Product, the Equipment will be sold to the Client or made available to the Client, as indicated in the Specific Terms and Conditions or in the Contract.

Taxes, Fees and Duties designate any tax, fee or duty and notably
- the VAT and all of the other duties on turnover
- the withholdings at the source applicable to the payments made by the Client
- the customs duties, excise duties, registration fees and stamp fees and
- the rights and costs provided for by the legislation or the regulator in charge of telecommunications that are based on the turnover

Software designates all software programs composed of series of instructions making it possible to execute a process under or convertible into a format executable by a computer and established on a physical medium and under any code format as well as the related Documentation, belonging to a third-party Publisher and which will be provided to the Client by Orange Belgium under the Agreement.

Orange Belgium is the s.a. Orange Belgium, a société anonyme [public limited liability company] under Belgian law whose registered office is established at Avenue du Bourget 3 - 1140 Brussels, with the CBE number 0456.810.810.

Associated Person designates any natural person or legal entity as well as any association, government, state, authority, foundation or trust which is:
- an Affiliated Company of one party
- owner of a party
- director or manager of a party
- subcontractor of a party engaged in the execution of the Agreement or
- any other representative of a party

Work designates any performance of Services(s) that will be provided to the Client by Orange Belgium under the Agreement, notably engineering works, associated services of deployment, integration, configuration, parametering, installation, maintenance, remote management and supervision of a piece of Equipment and/or Software.

Owner designates any natural person who or legal entity which
- holds individually or jointly, directly or indirectly, at least 50% of the voting rights in the Client or
- holds individually or jointly, directly or indirectly, the power to direct or to have directed the management and the policies of the Client, through the holding of shares, by way of contract or in some other manner

Product designates any Equipment and/or Software provided under a Contract.
Service designates any Work provided under a Contract. Any provision of a Product or Service is subject to the issuance of a Contract.

Client site designates any site of the Client´s such as identified by its geographical address in the Contract where the Equipment, Software(s) and/or Work(s) must be furnished in accordance with the provisions of the Contract.

Affiliated Company designates with regard to one of the parties, any entity which, presently or subsequently, directly or indirectly, controls, is controlled by, or is under the same control as one of the parties. Within the framework of the Agreement, the term 'control' as well as derivative expressions such as 'controlled by' and 'under the same control' are defined by reference to the provisions of article 1/14 of the Code of Companies and Associations.

Users designates the physical persons using the Product or Service under the responsibility of the Client.
Managed Services shall refer to the services and functions performed by Orange Belgium for the Customer, these services and functions are provided 'remotely' from the 'Network Operation Centers', 'Security Operation Centers' or 'Cyber Security Operation Centers' part of Orange group.
'NOC': short for 'Network Operating Centre' from which IT management or connectivity management services are provided
'SOC': short for 'Security Operating Centre' from which IT management services are provided
'CSOC': short for 'Cyber Security Operating Centre' from which IT management services are provided

2. Contractual documents

2.1. The Agreement is composed, in decreasing order of priority:
1. of the Contract(s)
2. of the Specific Terms and Conditions concerning the Product or Service
3. of the present 'IT Services' General Terms and Conditions

2.2. Consequently, the Client cannot invoke any stipulation of its own general and/or special terms and conditions, previous commercial correspondences and/or proposals relating to the same object as the Agreement.

3. Beneficiaries

3.1. Each Contract is deemed to have been concluded by the Client in its own name.

3.2. The Client may conclude Contracts in its name and for the account of a Beneficiary or Beneficiaries and represent the latter vis-à-vis Orange Belgium. The Client then undertakes to communicate to said Beneficiaries the content of the 'IT Services' General Terms and Conditions and of the Specific Terms and Conditions as well as any modification that should be made to them later. In any event, the Client alone is responsible for the respect of the contractual obligations by the Beneficiaries. Consequently, Orange Belgium is not obliged to respond directly to a Beneficiary for any request relating to the object of the Agreement.

4. Entry into effect of the agreement and term

4.1. The Agreement enters into effect upon the signing by the Client of its first Contract bearing on a Product or Service and shall remain in effect for the entire period of implementation of the Works, indicated in the Contract, unless terminated in accordance with article 5. The minimum term of the Contract for each Product and Service appears in each Contract.

4.2. Orange Belgium can ask the Customer to submit the following documents before entering into the Agreement:
- identity card
- a copy of the articles of association published in the Belgian Official Journal as well as any changes made to them
- evidence of power of attorney or representation for a legal person or de facto association

4.3. Orange Belgium reserves the right not to enter into a contract in the following cases:
- technical reasons do not permit or do not reasonably permit it to deliver the services
- the Customer has not fulfilled his obligations under another contract relating to the services
- the technical or other information that the Customer provides to Orange Belgium for delivering the service is incomplete or incorrectly entered
- the Customer's creditworthiness is questionable

4.4. Orange Belgium retains the right to demand, at the time of entering into the Agreement as well as during its course, that the Customer provides reasonable security – in the form of a guarantee or bank bond. Upon the Customer's failure to pay the guarantee or provide the bank bond within the requested period, Orange Belgium can refuse to enter into the Agreement or may terminate it with immediate effect without the Customer having a right to any compensation.

5. Suspension and termination

5.1. Suspension
Orange Belgium can immediately suspend, ipso jure, without prior notification and without indemnity being borne by it, the provision of the ordered Work(s), Equipment and/or Software(s) at the express demand of a competent authority and/or when the use made by the Client of the Work(s), Equipment and/or Software(s) that are provided to it under the Agreement does not respect the applicable statutory and regulatory framework, or the clauses of the Agreement, or harms, in whatever manner, their proper functioning, or is contrary to public order or accepted standards of good behaviour. In these hypotheses, the period during which the provision of the ordered Work(s), Equipment and/or Software(s) is suspended is at the discretion of Orange Belgium.

5.2. Termination for convenience
Without prejudice to article 5.6, each of the Parties can at any time terminate for convenience all or part of a Contract in writing, subject to an advance notice of one month or within a period indicated in the Contract concerned. The termination of all of the Contracts relating to the Products and Services concerned entails ipso jure the termination of the Agreement.

5.3. Termination for breach
If one of the Parties breaches its contractual obligations, and this breach is not remedied within a period of 30 days counting from receipt of a formal notice sent for this purpose, the other Party may terminate the Contract concerned and/or the Agreement, ipso jure and without judicial formality.
If the Client has not brought itself into conformity within 30 days after the suspension, Orange Belgium may terminate the Contract concerned and/or the Agreement, ipso jure and without judicial formality.
In any event, the Client undertakes to pay to Orange Belgium the total amount of the Products and Services implemented until the effective date of the termination.

5.4. Modification of the contractual, rate or technical conditions of a Product or Service by Orange Belgium
5.4.1. Orange Belgium may at any time modify the contractual conditions and the rate conditions or adapt the technical specifications of the Product(s) or Service(s) or eliminate one of their elements. Orange Belgium undertakes to communicate these changes to the Client by all indicated means. This notification is made at least one (1) month before the entry into effect of these modifications.
5.4.2. The Client that, on the occasion of such a change, does not accept the new conditions, can terminate the Contract concerned without costs and in writing, at the latest on the last day of the

month following the entry into effect of the modifications, except in the event of modification of the conditions in accordance with a new regulation or decisions that do not leave any choice to the operators about how to execute them. In case of a price increase, with the exception of an indexation of the maintenance rates, the Client can terminate the Contract concerned without costs and in writing at the latest on the last day of the month following the receipt of the first invoice after the entry into effect of this price increase.

5.5. Conditions of withdrawal of a Product or Service by Orange Belgium

Unless there is a contractual provision to the contrary, in the event of elimination of a Product or Service in its entirety, Orange Belgium shall inform the Client at least 1 month in advance of the date on which the discontinuance of the Product or Service shall take place.
The discontinuance of the Product or Service entails the termination of the Contracts concerned on the date indicated above. The elimination of the Product or Service may not engage the liability of Orange Belgium or give any right to indemnities or damages in the Client´s favour.
Orange Belgium shall strive to the best of its abilities to propose a replacement solution to the Client.

5.6. Consequences of termination

a) In the event of termination by the Client before the end of the minimum term of all or part of a Contract, termination indemnities shall be invoiced by Orange Belgium to the Client, unless the termination is motivated by a proven serious breach on the part of Orange Belgium. These indemnities will be equal to the total amount of the ordered Products or Services and to the amount of the subscriptions remaining to run until the expiration of the minimum term of the Works specified in the Contract(s) concerned and, in cases of non-recurrent Products or Services, to the total amount of these Products or Services.
b) In the event of termination by the Client before the Commissioning Date of all or part of a Contract, the Client shall owe the commissioning costs (such as the costs of configuration) for the Product or Service concerned. The penalties owed by the Client for the termination of the Contracts can be cumulated with one another.
c) The termination of a Contract shall make any sum owed to Orange Belgium immediately payable.
d) Upon termination of all or part of a Contract, for whatever reason, the Client undertakes to:
- return or destroy all copies of the Software that had been made available to it for the use of the Product or Service and
- return to Orange Belgium, as applicable, all of the IP addresses that were granted to it, of which Orange Belgium recovers the full usage.
e) Upon termination of all or part of a Contract and/or of the Agreement, for whatever reason, the Client undertakes to give the personnel of Orange Belgium free access to its premises in order to remove the Equipment belonging to the latter or to a third party. In case of obstruction, refusal, destruction, deterioration, loss of the Equipment imputable to the Client, the latter will be invoiced to it at their replacement values.

6. Conditions of provision of the products or services

6.1. Obligations of Orange Belgium

Orange Belgium is bound by a general best-efforts obligation in the execution of the Agreement, with the exception of service level agreements that would be stipulated expressly in writing in the Agreement and for which an obligation of result (service level) would be expressly provided for and accepted by Orange Belgium. During the entire period of execution of the Agreement, Orange Belgium undertakes to advise the Client with all required diligence and professionalism, so that the Products or Services are furnished in accordance with the contractual provisions.
Orange Belgium shall notably have to:

- advise the Client on any choice or request made by the Client that could have an impact on the conditions of execution of the Agreement
- propose to the Client any supplement or improvement of the methods and procedures that would seem desirable to it

6.2. Obligations of the Client

6.2.1. The Client undertakes to work together with Orange Belgium, notably by communicating to it the scope and nature of its needs as well as all information necessary for the provision of the ordered Products or Services.
6.2.2. The Client undertakes to use the ordered Products or Services solely for its own needs, and:

- in accordance with the stipulations of the Agreement and of all the recommendations communicated by Orange Belgium, the Manufacturers and/or Publishers concerned
- in accordance with all legislation or regulation applicable in the countries where these Products or Services will be used. The Client is responsible for the security of its identifiers and, in this respect, the Client is notably responsible for any fraudulent use of the Products or Services that should occur on the basis of a use of its identifiers

6.2.3. The Client undertakes to make available to Orange Belgium the Sites and equipment of the Client possibly defined in the Agreement, as well as the technical environment reasonably necessary for furnishing the ordered Products or Services. The Client undertakes to receive the staff of Orange Belgium under conditions similar to its own personnel (clean, heated, well-lit premises, etc.).
6.2.4. The Client undertakes to comply with the deadlines imposed on him.
6.2.5. The Client undertakes to ensure, prior to each maintenance or intervention operation of Orange Belgium, that it has properly conducted all of the operations necessary for the protection and backup of its data, programs and computer files which are under its responsibility, and that it has taken all of the measures necessary in order to ensure their confidentiality and security.
6.2.6. The Product(s) or Service(s) furnished to the Client are addressed to a professional, and Orange Belgium by no means has the vocation of substituting itself for the Client´s judgement or assuming the responsibilities that belong to the latter. Consequently, the Client acknowledges that it alone is responsible:

- for the choice of the Softwares and Equipment, having received from Orange Belgium the necessary and sufficient advice and information about their use conditions, capacities and performance limits
- and, in its professional capacity, for the use and interpretations that it makes of the documents and data that it consults, and of the advice and acts that it deduces therefrom and/or issues

6.2.7. The Client alone is responsible vis-à-vis Orange Belgium and third parties, both civilly and criminally, for information, messages and more generally the content and the use that it will make of the Products or Services provided under the Agreement.
6.2.8. The Client guarantees Orange Belgium against any claim, complaint or action by a User or by a third party for any damage and/or harm caused due to the failure to respect the provisions of the present article 6.

6.3. General principles

6.3.1. The conditions of installation, operation and maintenance of Orange Belgium specific to each Product or Service appear

if applicable in the description of the product concerned (the Specific Terms and Conditions).
6.3.2. Estimation of the mission. The recommended duration of intervention of Orange Belgium such as specified in the Agreement can vary depending on the availability of the teams of Orange Belgium and the complexity of the implementation.
An implementation planning will be decided by mutual agreement between the Parties.
6.3.3. Rescheduling conditions. An intervention of Orange Belgium to furnish a Product or Service re-scheduled at the Client´s request will form the object of an indemnity on the basis of:
- fifty percent (50%) of the price of the intervention if the delay occurs within a period of less than seven (7) calendar days before the initially planned date of intervention
- one hundred percent (100%) if within a period of less than forty-eight (48) hours

6.3.4. Cancellation of intervention. An intervention cancelled by the Client within a period of less than seven (7) calendar days will be invoiced on the basis of:
- one hundred percent (100%) of the price of the intervention

6.4. Supply of the Products (Equipment and/or Software) – Sale or Provision of Products

6.4.1. Sale of the Products
If the Specific Terms and Conditions provide for the sale of the Products, the following provisions apply:
6.4.1.1. Shipping and delivery
All of the costs relating to the transport, insurance, customs duties, administrative authorisations, handling and other fees shall be borne exclusively by the Client.
In principle, the shipping methods will be chosen by Orange Belgium on the basis of least cost, unless expressly stipulated otherwise.
The Client is obliged to verify the proper condition and conformity of the ordered Equipment and/or Software(s) at the time of their delivery and to notify in writing to the transporter and to Orange Belgium within three (3) days following this delivery date any reservations concerning the ordered and delivered Equipment and/or Software(s). In case of failure to do so, the Client will lose any recourse for damage that said Equipment and/or Software(s) may have suffered during their transport or delivery.
The Client can decide to refuse the ordered Equipment and/or Software(s) that are not in conformity with the Contract. In this case, the Client will send to Orange Belgium a written notification within the aforementioned period indicating that these pieces of Equipment and/or Software(s) were refused and specifying the reasons for this refusal. The Equipment and/or Software(s) concerned must be replaced, at the expense of Orange Belgium.
6.4.1.2. Guarantee of the Equipment
Within the framework of the Manufacturer warranty, Orange Belgium will proceed, at its option, with the replacement or the repair of Equipment that is defective. Orange Belgium will repair or replace the Equipment within the periods agreed with the Client.
If Orange Belgium decides to repair the damaged Equipment in a workshop, the Client will arrange for it to be transported to the address indicated by Orange Belgium.
If Orange decides to replace the damaged Equipment, Orange Belgium will ship the new Equipment only after the defective Equipment has been returned.
The repair or replacement of the damaged Equipment during the contractual warranty period does not extend this period. The Client may not claim any indemnification on this account and waives, effective immediately, the right to invoke Orange Belgium´s liability due to the lack of availability of this Equipment during phases of repair or replacement.
The contractual warranty does not cover:
- defects that were visible at the time of delivery of the Equipment
- deteriorations or accidents deriving from (i) unusual impacts, electrical damage, lightning, floods, fires, negligence, defectiveness of the air conditioning or the humidity control, corrosive environment capable of damaging electrical circuits, damage produced during transport by the Client, (ii) failure to respect the usual environmental specifications for a micro-computing system in terms of ambient temperature and humidity, (iii) the use of accessories and consumables that do not meet the Equipment manufacturer´s specifications, (iv) computer viruses, (v) malfunctions resulting from disruptions or interruptions of services provided by third parties (networks, telecom, etc.) and malfunctions of software published by third parties

6.4.1.3. Guarantee of the Software
The warranty conditions for each ordered Software will be those granted on this subject by the third-party Publishers concerned. These warranty conditions will only be valid if the Software has not been altered and was always used in accordance with the terms and conditions specified in the agreement. The contractual warranty does not cover defects visible at the time of delivery of the Software(s).
6.4.1.4. Title retention clause
Transfer of ownership to the Client of any ordered Product is subject to full payment of the corresponding price by the Client. In the event of seizure or of any other intervention by a third party on a Product, the Client must imperatively notify this third party of the existence of the title retention clause and inform Orange Belgium thereof without delay in order to permit it to preserve its rights.
The risks of any ordered Product transfer to the Client upon delivery thereof. It will be the Client´s responsibility to take out all insurance necessary for covering these risks.
In the absence of payment of the price and even in case of collective procedures (receivership or judicial liquidation) initiated against the Client, Orange Belgium may request, without delay and without any particular formality, the restitution in kind of the Products that may not form the object of any resale or any other ownership transfer procedure.
6.4.2. Provision of the Products (Equipment and/or Software)
If the Specific Terms and Conditions provide that, for the needs of the Works, Orange Belgium must install a certain Product and place it at the Client´s disposal, the following provisions apply. The installation of the Product will form the object of a separate price quote included in the Contract concerned.
6.4.2.1. The Product remains at all times the exclusive property of Orange Belgium. The Client cannot sell or rent the Product to a third party, neither in whole or part, with or without remuneration. Sale or rental by the Client constitutes for Orange Belgium a ground to terminate the Agreement, without prejudice to Orange Belgium´s right to claim damages.
6.4.2.2. The Client shall inform third parties who assert rights to the Product or wish to take executive measures, such as a seizure, of Orange Belgium´s ownership. The Client shall inform Orange Belgium thereof immediately, or within three (3) working days at the latest.
6.4.2.3. The Product is installed by Orange Belgium or by installers hired by Orange Belgium, at a place agreed with the Client. The dates of installation, programming and maintenance shall be set as far as possible in consultation with the Client. The Client must foresee an adequate place for the installation of the Product, notably implying standard electrical power and safe power outlets.
6.4.2.4. The Client must pay all necessary care to the Product and inform Orange Belgium in the event of loss, theft or damage. The Client is responsible for all damage caused to the Product starting from the date of delivery of the Product to the Client, unless the damage was caused by a wrongful act on the part of Orange Belgium.
So long as the Product is at the Client´s disposal, the latter is exclusively responsible for any use of the Product and the consequences of such use.
6.4.2.5. The Client cannot modify, move, open or process in any other manner and/or influence the Product without the explicit advance written approval of Orange Belgium. The Client also undertakes not to submit the Product to decompilation, analysis or

reverse engineering, nor to create any derivative software, nor to use the Product in any manner other than that provided for in the Agreement. The Client guarantees Orange Belgium easy access to the places where the Product is located, adequate at all times, in order to enable Orange Belgium to install, repair or maintain the Product.
In the event of failure to do so, Orange Belgium cannot be held responsible for the functioning of the Service.
If the Client, subject to Orange Belgium's consent, has limited or full write access to the Product, this must be explicitly stated in the Contract. In such a case, the Client shall be held liable for all damages caused by the Client due to an erroneous act in the Product and shall be obliged to reimburse all costs incurred by Orange Belgium in accordance with Orange Belgium's usual rates and/or on simple presentation of invoices or other supporting documents.
6.4.2.6. At the end of the Contract concerned or of the Agreement and until the personnel of Orange Belgium come to uninstall and remove the Product, the Client remains responsible for the Product.

6.5. Provision of Works and Acceptance

Upon completion of the provision of an ordered Work, Orange Belgium will issue a service acceptance request of the Work that it will send to the Client. The Client will have a period of five (5) days, counting from the date of issue of this request, to:

- pronounce the acceptance without reservation of this Work

or

- pronounce the acceptance with reservation(s) of this Work, specifying the nature of and reason for the reservation(s). Orange Belgium will make every effort to agree a solution with the Client as soon as possible.

In the absence of manifestation of the Client within the above-mentioned period of five (5) days, Orange Belgium shall consider the Works to have been accepted without reservation.

6.6. Commissioning

Orange Belgium undertakes to perform the delivery of the Equipment and/or Software and/or the commissioning of the Services (Works) as soon as possible after the signing of the Contract.
Any mention, in any document whatsoever, of a delivery period remains indicative. Orange Belgium undertakes to execute the order within a reasonable period.
If Orange Belgium or its subcontractors are unable to proceed with the commissioning due to an act or omission imputable to the Client, Orange Belgium may not be held liable on this account and may invoice to the Client all travel costs and other substantiated expenses as well as the time spent for the unsuccessful commissioning at the hourly rate of Orange Belgium or of its subcontractors. Moreover, in such a case, and notably if the Client did not respect the prerequisites for commisioning incumbent upon it, Orange Belgium may also cancel the Contract concluded by the Client, after formal notice has remained without effect during a period of 8 calendar days, without any penalty or indemnity being owed to the Client and without prejudice to other rights available to it.
The Commissioning Date constitutes the starting point of the invoicing of a Contract and of the minimum term of this Contract. The Commissioning Date is set at the acceptance of the Service(s) by the Client in conformity with article 6.5.

6.7. Maintenance

Except for Managed Services, a maintenance contract will form the object of a specific order by the Client. The Equipment and Software concerned by the maintenance will be maintained in the conditions described in the corresponding Maintenance Contract. The Maintenance Contract may not commence more than three months after delivery of the Equipment or Software(s).
In the event of coverage of an entire fleet of Equipment, the Client must provide an exhaustive list of the pieces of Equipment and of the associated serial numbers. In the event of coverage of Software(s), the Client must provide an exhaustive list of the numbers of the Licence(s) concerned.
Each year on the anniversary of the signing of the Maintenance Contract, the prices of this maintenance may form the object of modifications in accordance with the following indexation formula:
Pn = Po (0.8 Sn/So + 0.2)
This means:
Po = initial rate
Pn = adjusted rate
So = salaries + social charges (labour costs) on which the rate is based.
Sn = salaries + social charges (labour costs) applicable at the time of adjustment of the rate.
The salary rates and the social charges taken into account for the adjustment are those published by Agoria (www.agoria.be).

To ensure maintenance of the quality of the ordered Products or Services, Orange Belgium may be obliged to perform works that might temporarily affect the proper functioning of said ordered Products or Services. If, at the Client´s request and after study, the scheduled works are performed at a time outside of normal working hours, the additional costs resulting from this shall be borne by the Client. Interruptions of service due to works that were scheduled with the Client are not regarded as incidents.
Within the framework of a standard exchange of Equipment (replacement by the same type of Equipment) by delivery, the Equipment return costs shall be borne by the Client.
Orange Belgium shall invoice any maintenance operation performed that is not provided for in the Contract or whose cause is not related to Equipment/Software forming objects of the Contract.

6.8. Managed Services

6.8.1. General
The tasks are performed by specialists appointed by Orange Belgium. In no case will these specialists be seen as employees of the Customer or will they behave in this sense nor will the Customer impose duties upon them as an employer is authorized to do. In all cases, the specialists remain under the hierarchical authority of Orange Belgium. As an employer Orange Belgium assures the administrative, accounting and payroll succession of the specialists that are engaged in performing the tasks for the Customer.
The Customer authorizes Orange Belgium to install diagnosis software on its systems, if it is deemed necessary for the Managed Services and functions to be properly executed. This software will at no time become the property of the Customer.
Orange Belgium has the right to retrieve results of the diagnostic software that is needed in order to resolve incidents and problems. Orange Belgium guarantees a professional installation of this software without impacting the proper functioning of the systems of the Customer, nor compromising their safety.
The Customer will bear the cost of telecommunications for the diagnosis of the systems.
If Orange Belgium, at the request of the Customer, has to rely on communications other than those proposed by the telecommunications operators, these costs will be borne by the Customer.
The Customer will, upon mutual agreement, apply all procedures and advisories of Orange Belgium. For the execution of the agreement Orange Belgium has an obligation of means to advise the Customer and will make every effort to ensure the best possible result.
6.8.2. Operational conditions
The Managed Services and functions provided by Orange Belgium to the Customer are performed from the NOC, SOC and CSOC owned by Orange group worldwide.

6.8.3. Materials
In the event that Orange Belgium supplies materials to the Customer to perform its tasks, the Customer at his own expense shall foresee the necessary assistance for the installation of these materials and provide the necessary space and electricity facilities for proper operation. The Customer is held responsible for any damage and/or theft of these materials during the entire time that the material is at the Customer premises. The Customer will not change or in any way impede the good functioning of these materials.
Orange Belgium is not responsible for direct or indirect damage caused by materials of the Customer or as a result of unauthorized changes made by the Customer to Orange Belgium materials, unless these changes were carried out at the direct request of Orange Belgium.
6.8.4. Transition
On the date of termination of the agreement, the Customer can invoke a transfer period of 3 months. In this case, the last 3 months are to be considered as handover period. During this transfer period Orange Belgium will allow the Customer to transfer the Managed Services to another provider or to perform the task internally by the Customer.
Prior to the transfer period, the Customer will provide a clear transition plan to Orange Belgium. This transition plan will clearly define when and exactly what tasks will be taken away from Orange Belgium.During the transfer period and 7 days after, Orange Belgium remains available to the Customer to answer any questions and provide assistance where required. After this period Orange Belgium can no longer be held responsible for the execution of the Contract.
6.8.5. Managed Services limitations
Orange Belgium cannot be held responsible for:

- Managed Services which are not described in the Contract
- interventions as a result of improper or unprofessional use by the Customer or third parties
- interventions as a result of carelessness, neglect or installations by the Customer or third parties
- interventions as a result of an accident, theft, fire, flood, natural disasters, or lightning
- interventions as a result of changes initiated by the Customer, without instructions from Orange Belgium.
- possible access delay or network interruption due to equipment failure
- malicious intrusion in the client IT system. The Client remains the sole responsible of information system protection against intrusions.
- accidental virus transmission for which protection belong to the Client as well as every other malicious content transmitted via internet
- reliability of data transmission, access time, potential network access restrictions and/or specific servers connected to the internet network
- password, and confidential codes hijacking and more generally all sensitive Client information
- access restrictions to specific networks and servers
- incorrect programming or configuration of an hosted application or website owned by the Client
- damages affecting the Client whose origin is IT resources external to the ones used by Orange Belgium
- anomalies or default in a third party software used in the purpose of the service provided by Orange Belgium as well as any update, assistance and support of these tools
- network access under sizing

7. Price

7.1. For the Products or Services Orange Belgium shall invoice the prices as contained in the Contract.

7.2. The prices are expressed in euros and are net of all Taxes, Fees and Duties. Any VAT that might be payable in Belgium or any other tax comparable to the VAT possibly payable in application of the national legislation applicable to the Products or Services under the Agreement shall be borne by the Client in addition to the prices of the Services.

8. Invoicing and payment conditions

8.1. The Client undertakes to pay for the Products and Services in accordance with the payment schedule defined in the Contract.

8.2. The sums due under the Contract form the object of invoices addressed to the Client and/or to each Beneficiary that the Client shall have designated in accordance with the article 'Beneficiaries'.

8.3. Under the Contract, the Client may designate, under its own responsibility, a third party as payer. The designation of a third-party payer is equivalent to a simple payment indication and does not release the Client from its payment obligation in the event of default by the third-party payer. In the event of third-party payment, Orange Belgium shall continue to invoice the Client, but will send the invoices to the third-party payer.
Invoices are payable thirty calendar days counting from the date of establishment of the invoice onto the account number indicated by Orange Belgium, unless some other payment period is specified on the invoice.

8.4. Any complaint of the Client concerning an invoice must be notified in writing within a maximum period of 30 days counting from the invoice date and mention the item as well as the disputed amount. Once this deadline has passed, the invoice is deemed to have been accepted. The obligation to pay the disputed sum is then suspended and the undisputed sum must be paid within the normal period. If Orange Belgium rejects the complaint, the disputed amount becomes payable immediately. If, after examination by Orange Belgium, the objections prove to be unfounded, Orange Belgium has the right to invoice any expenses incurred.

8.5. In the event of non-payment by the Client, the Beneficiary or the third-party payer on the due date of the invoices, the sums remaining due shall be increased - automatically, ipso jure and without advance notice - by late-payment interest equal to the legal interest rate, as well as, if Orange Belgium is obliged to outsource the collection of debts to a third party, by an indemnity in the amount of 15%, with a minimum of 62€. If the non-payment persists, the stipulations of the article ´Suspension and Termination´ are applicable, without prejudice to Orange Belgium´s right to demand full payment of all amounts due.
In the event of default on the part of a Beneficiary or a third-party payer, the Client is jointly bound to make payment of the sums due by the Beneficiary or the third-party payer concerned as well as of the late-payment interest and the indemnity mentioned in this article.

8.6. In the event of non-payment upon expiry of the payment period, Orange Belgium will send out a reminder. In this case, reminder costs can be invoiced (rates on orange.be).

8.7. If it did not receive the invoice, the Client must pay the amount of the invoice communicated later by Orange Belgium. A duplicate will be transmitted at the Client´s request.
Costs are invoiced as of the provision of a second duplicate. An overview of the additional costs that Orange Belgium can charge is available on the Orange Belgium website (www.orange.be).

9. Hierarchical and disciplinary power

The personnel of Orange Belgium shall perform the works under the latter´s full responsibility, and shall remain constantly and in all circumstances under its authority, hierarchical power and disciplinary power. In its capacity as employer, Orange Belgium assures the administrative, accounting and social management of its personnel intervening in the execution of the Works provided for in the Agreement.

10. Non-sollicitation of personnel

During the term of the Agreement and the year following its expiration, for whatever reason, each party undertakes not to make, directly or indirectly, any job offer to the employees of the other party involved in the execution of the Agreement, even if the initial solicitation was formulated by the employee himself, unless with the written approval of the other party. Any failure to respect this clause by one of the parties shall oblige it to compensate the other party - ipso jure and without intervention of the courts - with an indemnity equal to twelve (12) months of gross remuneration of the employee(s) concerned.

11. Liability

The parties agree as follows with regard to the economic equilibrium of the Agreement.

11.1. The liability of one or the other of the parties may only be engaged, whatever the basis and nature of the action, in the event of proved fault on its part having caused a personal, direct and certain harm to the other party.
The parties expressly agree that the following typology of damages and/or harms may not give rise to indemnification, whether or not they were reasonably foreseeable: lost earnings, loss of turnover, loss of clientele, harm to image and loss of data.
With regard to losses of data, it is specified that the costs of reconstruction of the Data may give rise to indemnification only if the management and/or the preservation of said Data form part of the Works furnished by Orange Belgium. By “costs of reconstruction” must be understood only the costs of reinjection into the Client´s databases of the Data appearing in the last backup created by Orange Belgium under the Agreement (to the exclusion of the costs of re-collection of Data that have been definitively lost, destroyed, corrupted or altered due to the fact of discrepancy between the date of this last backup and that of occurrence of the damage).
The cumulated amount of the damages capable of being due by one party to the other party within the framework of the Agreement may not exceed:

- per event and per Product or Service concerned: the amount invoiced over the last 6 months preceding the occurrence of the event having engendered the harm
- per calendar year, all events combined and per Product or Service concerned: the amount invoiced for the last 12 months

11.2. The Client alone is authorised to pursue a liability claim against Orange Belgium and, for this purpose, it guarantees respect of this clause by the Beneficiaries. To assess the harm suffered due to the act of Orange Belgium, application will be made only of the following stipulations:

- globalisation by the Client of the harms suffered by the Client and all of the Beneficiaries of the Services and
- single demand formulated by the Client, which makes the distribution amongst the Beneficiaries its own affair

11.3. The Client alone is responsible for the software licences that it installs on the solution provided by Orange Belgium, notably with regard to respect of the licence conditions of the third-party Publisher concerned.

11.4. The Client guarantees Orange Belgium and will indemnify the latter against the consequences of any action or complaint from a third party against it due to a non-compliant use of the Services or any transmission of Personal Data at the Client´s request.

11.5. Under no circumstances shall Orange Belgium be liable for the way in which the Client makes use of the Service(s) and related facilities provided by Orange Belgium, nor for any damage incurred by the Client as a result of the latter’s failure to comply with his obligations.

12. Insurance

Each party declares that it has taken out or undertakes to take out at its own expense and to maintain in a state of validity the insurance necessary for covering the risks that might arise due to the execution of the Agreement.

13. Intellectual property

13.1. Intellectual property rights of the Client

The Client is and remains owner of all intellectual property rights on the Data, files and documents covered by such rights transmitted or made available to Orange Belgium within the framework of the execution of the Agreement.
The Agreement entails no transfer of intellectual property rights to the benefit of Orange Belgium on these Data, files and documents other than the rights necessary for the execution by Orange Belgium of its obligations under the Agreement.
Because of and for the needs of the implementation of the Service, the Client assigns to Orange Belgium all of the intellectual and industrial property rights attaching to all of the contributions produced by the Client and made available to Orange Belgium in order to perform the Service. This assignment is done under non-exclusive title, as they are progressively made available, whatever their form, and this for the legal protection period in Belgium of the intellectual and industrial property rights concerned. This assignment includes the rights of :

- reproduction, storage, performance, loading, transmission and display, in whole or part and on any medium
- translation, adaptation and modification, in whole or part
- creation of derivative works
- distribution

The Client guarantees that it is the holder of all of the intellectual property rights necessary to permit it to transmit these Data, files, contributions and documents to Orange Belgium with a view to the execution of its obligations under the Agreement, and shall indemnify Orange Belgium against any claim or complaint of a third party on this subject.
Upon cessation of the Agreement for whatever reason, Orange Belgium shall return to the Client all of the Data, files and documents of the Client which will have been entrusted to it for the needs of the execution of its obligations under the Agreement.

13.2. Intellectual property rights of Orange Belgium

Orange Belgium is and remains the owner of all intellectual property rights on the tools, methods and know-how that it will be led to create or to use within the framework of the Agreement.
The Agreement does not entail any transfer of intellectual property rights for the Client´s benefit on these tools, methods and know-how.

13.3. Respect of the intellectual property rights

Each Party undertakes to do nothing nor to allow anything to be done that could endanger the intellectual property rights of the other Party. Each Party shall refrain notably from conferring

any right and constituting any guarantee, surety or privilege whatsoever on the elements covered by the intellectual property rights of the other Party.

13.4. Use of the Services

Subject to respect by the Client of the terms of the Agreement, Orange Belgium grants to the Client a licence on its economic rights as author relating to the Products or Services (to the exclusion of the Software of third-party Publishers), for-pay, personal, non-exclusive, non-assignable, non-sub licensable, for Belgium and during the term of the Agreement for the purposes of its internal needs. This licence includes the author´s economic rights of reproduction, storage, performance, loading, transmission and display, in whole or part, on the Client´s IT system.

With respect to third-party Publishers, the licences are granted in accordance with the conditions of the licences given by the Publishers concerned. If the conditions of the licences of the third-party Publishers concerned do not appear in the Agreement, they will be communicated upon delivery of the Software of the third-party Publishers concerned or will be accessible directly by the Client from said third-party Publishers. In the event of contradiction between the conditions of the present article and the conditions of the licences granted by the third-party Publishers concerned, the conditions of the licences granted by the third-party Publishers concerned shall prevail. When the Service integrates Software from third-party Publishers, the Client undertakes to take knowledge of the terms of the licences of the third-party Publishers concerned and to accept them.

13.5. Hold harmless clause

13.5.1. Orange Belgium will moreover assume, up to the limit set out in the article 'Liability', every action initiated against the Client by a third party claiming violation of an intellectual property right relating to a Product or Service furnished by Orange Belgium under the present Agreement (a 'Complaint relating to Intellectual Property'), provided however that:

- the Client notifies this Complaint relating to Intellectual Property immediately to Orange Belgium in writing and communicates to it all information necessary for this purpose
- Orange Belgium assures the defence against this Complaint relating to Intellectual Property and possesses full powers to conduct the proceeding(s) concerned, to settle, negotiate or otherwise resolve said Complaint relating to Intellectual Property
- the Client contributes at its own expense its full collaboration to Orange Belgium within the framework of the defence against this Complaint relating to Intellectual Property
- the Client makes no admission or statement, of whatever nature, that could be detrimental to the means of defence raised by Orange Belgium

13.5.2. Orange Belgium shall thus assume, up to the limit set out in the article 'Liability', all of the costs relating to the defence against the Complaint relating to Intellectual Property as well as the amount of any settlement or any damages payable in application resulting from a decision of a court ruling as the instance of last resort on this Complaint relating to Intellectual Property. If the Product or Service forming the object of this Complaint relating to Intellectual Property should be recognised as being capable of constituting an infringement, Orange Belgium may, at its discretion:

- modify the Product or Service concerned
- replace it with functionally equivalent, non-infringing elements
- acquire the rights necessary to continue using the Product or Service or
- if Orange Belgium deems that none of these options is appropriate, reimburse to the Client a sum equal to the price payable in exchange for the provision of the Product or Service during twelve (12) months, or to the amount actually paid by the Client in exchange for said Product or Service if this amount is less than the above-mentioned price

13.5.3. The present warranty shall not apply in the case of a Complaint relating to Intellectual Property deriving:

- from any element, product, service, equipment or document of a third party
- from the respect by Orange Belgium, within the framework of the provision of the Product or Service, of specifications, technical information or instructions of the Client
- from modifications made by the Client or by a third party to the Product or Service
- from a usage by the Client that is not in accordance with the technical specifications, the conditions of use of the services, the recommendations of Orange Belgium, or the stipulations of the present Agreement

14. Security

Orange Belgium shall do everything in its power to ensure the security of the Data entrusted to it by the Client within the framework of the Agreement.

It undertakes to inform the Client of any attempt to violate access rights that it should become aware of.

The Client undertakes to respect the security rules introduced by Orange Belgium for accessing the Products or Services.

15. Trade control rule

The parties, the Agreement and the activities covered by the Agreement must imperatively be in conformity with the restrictions, prohibitions or licences and authorisations on trade and finance imposed by the statutes and regulations of the USA, the European Union and its Member States and/or other countries concerned (hereafter referred to as the 'Trade Control Rules').

Each party declares and guarantees that neither itself nor any of its Associated Persons were or are subject to international trade sanctions or embargoes or included on a list kept in order to assure respect of international trade sanctions or subject to a suspension, revocation or refusal of its capacities or privileges relating to importation or exportation.

If one of the parties should cease, at any time during the term of the Agreement, to comply with the above declarations and warranties, it shall immediately notify the other party of this fact. In such a case, or if this was necessary in order to be in compliance with the Trade Control Rules, the latter party shall be authorised to suspend or terminate ipso jure all or part of its obligations, or the Products or Services affected, or to terminate the Agreement itself.

16. Force majeure

16.1. The following are expressly regarded by the parties as cases of force majeure (non-exhaustive list): fires, storms, lightning, strikes, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of the means of transport or provisioning, power supply outages, any decision of a public authority not imputable to Orange Belgium and impeding the provision of a Product or Service, in particular those relating to trade imposed by a national or international body or authority, as well as all modifications of these.

16.2. The case of force majeure suspends the obligations of the party concerned during the time that the force majeure persists. Nevertheless, the parties shall strive to minimise the consequences as much as possible. The parties will then no longer be obliged to respect their obligations, with the notable exception of those resulting from the articles 'Intellectual Property' and 'Confidentiality', without any indemnity or penalty being due, for whatever reason, from one party or the other.

17. Confidentiality

17.1. Within the framework of the Agreement, any information received by one party from the other party must be kept confidential unless said information is expressly qualified as 'non-confidential' by the party that conveys it to the other.

17.2. Within the meaning of these general terms and conditions, the following shall not be regarded as confidential information:

- information that has fallen into the public domain at the time of its communication, or that should fall into the public domain after its communication - provided, in the latter case, that this is not the result of a violation of an obligation of confidentiality by the party having obtained knowledge of the information
- that for which the party receiving it can prove that it knew the information in good faith and without violation of some other confidentiality obligation already prior to its communication within the framework of the Agreement
- that is communicated by a third party after the signing of the Agreement and received in good faith and without violation of some other confidentiality obligation by the party to which it was communicated

17.3. The parties undertake not to use said information or data when it is not necessary for the execution of the Agreement, and not to disclose said information or data to any third party or any person other than their employees within the strict limits of the necessity of said disclosure for the proper execution of the Contract, unless with the advance written authorisation of the other party. The Affiliated Companies, the suppliers and the subcontractors of Orange Belgium involved in the execution of the Agreement shall not be regarded as 'third parties' within the meaning of the present section. The parties undertake to respect the obligations resulting from the present article "Confidentiality" throughout the term of the Agreement and during the three years following its termination.

17.4. Upon expiration of the Agreement, for whatever reason, each party having received confidential information undertakes to return it to the other party and to destroy all copies that may have been made of this confidential information.

18. Subcontracting

Orange Belgium has the right to subcontract all or part of the provision of the Products or Services and remains responsible vis-à-vis the Client for the provision of the subcontracted Product or Service.

19. Assignment

19.1. The Agreement, in whole or part, may only be assigned by the Client with the advance written approval of Orange Belgium. Orange Belgium shall specify the reasons for its refusal, if need be. Its refusal may notably be justified if the Client wishes to assign the Agreement to an entity outside of Belgium.

19.2. In any event, no assignment can take effect without the balance of the account of the Client or of the possible Beneficiary (or Beneficiaries) being settled first.

19.3. Concerning the rights and obligations of Orange Belgium, the latter can freely assign them, or grant them in whole or part to any Affiliated Company or substitute any Affiliated Company for itself, on condition that the Affiliated Company concerned assures vis-à-vis the Client all of these rights and obligations. Orange Belgium will be released from its obligations on the effective date of the transaction concerned.

20. Waiver

The fact that one or the other of the parties does not invoke one or more stipulations of the Agreement may under no circumstances entail waiver by that party of the right to invoke it at a later time.

21. Partial invalidity

If certain stipulations of the Agreement should be inapplicable for whatever reason, including because of an applicable law or regulation, the parties shall remain bound by the other stipulations of the Agreement and shall strive to remedy the inapplicable clauses in the same spirit as that which presided during the conclusion of the Agreement.

22. Protection of personal data

Within the framework of the Agreement, the terms 'Personal Data', 'Data Subject', 'Processor', 'Controller' and 'Processing' shall have the meanings defined (or the closest equivalent terms) in the 'Laws applicable to data protection'.
'Laws applicable to data protection' designates:

- the Regulation (EU) 2016/679 of 27 April 2016 ('General Data Protection Regulation' or 'GDPR') as well as
- all laws and regulations applicable to the processing in Belgium

22.1. With regard to the Products or Services provided under the Agreement, the Client and Orange Belgium accept and acknowledge:

- that by specifying (in the Contract, as applicable) and by purchasing the Products or Services, the Client assumes the quality of Controller; and
- that by furnishing said specified Products or Services to the Client and to the Users, Orange Belgium acts as Processor

22.2. The Client and Orange Belgium undertake to respect the Laws applicable to data protection.

22.3. The Client undertakes to respect all of the obligations imposed on the Controller by the Laws applicable to data protection. It guarantees that its use of the Products and Services and those of its Users do not entail violation of the aforementioned obligations. The Client must be able to demonstrate that it possesses all of the appropriate consents and opinions necessary to make possible the lawful transfer of the Personal Data to Orange Belgium for the term and the objectives of the Agreement, in order to permit Orange Belgium to legally furnish the Products and Services.

22.4. Orange Belgium shall comply with the reasonable written instructions of the Client within the framework of the Processing of Personal Data, on condition that these instructions are legal and not contrary to other stipulations of the Agreement, unless Orange Belgium is obliged to respect a provision resulting from the laws of any Member State of the European Union or the laws of the European Union applicable to Orange Belgium for the Processing of Personal Data. When Orange Belgium bases itself on the laws of a Member State of the European Union or on the law of the European Union for the Processing of Personal Data, Orange Belgium will inform the Client thereof without delay before performing the required Processing, unless said legislations prohibit Orange Belgium from revealing this information.

22.5. Orange Belgium will implement the appropriate technical and organisational security measures, in order to protect Personal Data against an unauthorised or unlawful Processing of the Personal Data, against the loss or accidental destruction or deterioration of the Personal Data, as well as against the harms

that might possibly result therefrom, and this in light of the state of technological development and the cost of implementation of the measures (these measures can include, as necessary, the pseudonymisation and encryption of the Personal Data, means making it possible to guarantee the constant confidentiality, integrity, availability and resilience of the processing systems and services, means making it possible to re-establish the availability of the Personal Data and access to them within appropriate periods in case of physical or technical incident, a procedure aimed at regularly testing, analysing and evaluating the effectiveness of the technical and organisational measures).

22.6. The Client is responsible for managing all requests from the Data Subjects involved relating to the exercise of their rights under the Laws applicable to data protection, notably, requests relating to the right to information, the right to access the Personal Data, the right to rectification or erasure of these data, the right to data portability, the right to object.
At the written request of the Client and as far as possible, reasonable and proportionate, Orange Belgium shall help the Client, at the Client´s expense, to respond to any request from a Data Subject and to guarantee the respect by the Client of its obligations relating to security, notifications of violation, impact studies and consultations of the supervisory authorities resulting from the Laws applicable to the protection of Personal Data. The assistance of Orange Belgium is subject to the condition that the Client proves that Orange Belgium is processing the Personal Data of the Data Subject for the Client´s account.

22.7. The Client is informed that certain parts of the Agreement can be implemented (which can include a Processing of Personal Data on a subcontracting basis) by Affiliated Companies and/or subcontractors, some of whom can be based outside of the European Economic Area (EEA).
Orange Belgium is responsible for the Processing performed by its subcontractors and its Affiliated Companies in accordance with the requirements of the Laws applicable to data protection and ensures that this Processing is performed under conditions substantially equivalent to the present clause.
A list of the subcontractors will be available, and any modifications to the list will be communicated to the Client.
The Client may contest, in writing and within twenty (20) days, said modifications. It will then have to propose an alternative subcontractor and assume responsibility for the consequences, notably financial and operational (possible delays, etc.), caused by introducing such a subcontractor.

22.8. Orange Belgium shall ensure that its employees, its Affiliated Companies, its subcontractors and each of their employees, and independent service providers providing Products or Services under the Agreement respect the rules on the confidentiality of Personal Data.

22.9. The Client expressly accepts that Orange Belgium can transfer the Personal Data to its subcontractors and Affiliated Companies in the conditions set forth below.

22.10. The Client gives its advance written approval to Orange Belgium for the transfer of Personal Data outside of the EEA on condition that:

- the Client or Orange Belgium provides appropriate guarantees for the transfer
- the Data Subjects can fully exercise their rights
- Orange Belgium complies with its obligations under the Laws applicable to data protection by assuring an adequate level of protection to the personal data transferred and
- Orange Belgium complies with the reasonable written instructions that were notified to it in advance by the Client with respect to the Processing of Personal Data

On this account, if applicable to the Product or Service, the Client gives a mandate to Orange Belgium so that it can sign with its Affiliated Companies the standard contractual clauses of the decision of the European Commission of 5 February 2010 (C(2010) 593), for the transfer of Personal Data to processors established in third countries, so that these Personal Data are covered by an adequate level of protection.

22.11. During the term of the Agreement, Orange Belgium shall preserve the documentation and the information making it possible for it to demonstrate its compliance with the present article and shall provide to the Client all (reasonable and easily available) information and shall contribute to the audits conducted by the Client. In the latter case, Orange Belgium must be notified by the Client with an advance written notice of 30 days, in order that the Parties mutually agree on a date of audit and for the signing of an audit protocol, which will define the conditions in which the audit must be performed (scope, rules of confidentiality, hours of the interventions, etc.). The selection of external auditors by the Client will be agreed between the Parties.
The audit must be performed during working hours and must not exceed 2 working days.
The Client may not conduct more than one audit per period of three (3) years.
The Client must ensure that the conduct of the audit does not disrupt the execution by Orange Belgium of its obligations under the Agreement, nor the activity of Orange Belgium in general.
In any event, if the audit operations should entail interruptions of all or part of the Products or Services, the Parties agree that these interruptions will not be taken into account in evaluating the respect of the service level agreements of Orange Belgium and that Orange Belgium may not be held responsible for them.

During the audit operations, the auditors must comply with the internal regulations of Orange Belgium and its security rules. They must be holders of a professional liability insurance guaranteeing the audit, given that they may be held liable by Orange Belgium in the event of harm caused to the latter.
The Client alone shall bear the costs of this audit.
In general, all the documents, information or data, whatever the medium, entrusted by Orange Belgium to the auditors, have a confidential character and must be processed as such in accordance with the article 'Confidentiality' of these general terms and conditions.

22.12. Orange Belgium shall notify the Client of any violation of personal data as soon as possible after having learned of it.

22.13. At the Client´s option, which will be specified in the termination letter, Orange Belgium shall destroy or return to the Client all of the documents and files containing Personal Data after the end of the performance of services relating to the Processing, and it shall not preserve any copy of the Personal Data, unless provided otherwise by the law.

23. Reversibility

Upon expiration of the Agreement or in the event of termination of all or part of the Agreement, for whatever reason, the Parties shall decide by mutual agreement on the adequate measures of reversibility and rate conditions applicable for the reversibility, if need be.

In any event, any transfer or granting of licence on intellectual property rights of which Orange Belgium is the holder (as owner or as licensee of a third-party Publisher) may be envisaged within the framework of the reversibility only subject to the rights of third parties and with their approval, if need be.

24. Referencing

Unless notification to the contrary given to Orange Belgium upon signing the initial Contract for a Product or Service, Orange Belgium may mention the commercial name of the Client, its logo(s) and/or distinctive signs, its trademark, its service trademarks and other commercial designations of the Client by way of reference within the framework of its communication media.

25. Survival of certain provisions

Any obligation that, either expressly or by its very nature, must remain in effect after an end has been put to the Agreement (for whatever reason), continues to produce its effects according to its own terms.

26. Agreement on evidence

The parties agree to regard messages received by fax or by e-mail and, more generally, the electronic documents exchanged with one another and the signatures on those documents, as having the same probative force as that of the original writings and the original signature.
The data on the electronic communications in question are preserved by Orange Belgium, for a period that will be no longer than necessary.

27. Applicable law and attribution of jurisdiction

27.1. Judicial resolution

Any dispute relating to the existence, interpretation or execution of the Agreement that cannot form the object of an amicable settlement between the Client and Orange Belgium shall fall under the exclusive jurisdiction of the courts of Brussels.

27.2. Applicable law

Belgian law governs all provisions of the Agreement.

28. Notification

All notifications that have to be made within the framework of the Agreement shall be done in writing (letter, fax or e-mail) to the addresses respectively indicated in the Contract.