

Services Terms & Conditions

These Belden Solutions Services Terms & Conditions govern transactions by which Customer acquires Services from **Belden Solutions NV** a limited liability company with company number BE0898.723.509, having its registered office at Industrielaan 17b, B-2250 Olen, Belgium ("Belden Solutions").

PART 1 - GENERAL

1. CONTENT

These Belden Solutions Services Terms & Conditions ("Services Terms & Conditions") are organised in nine Parts:

PART 1 – GENERAL;

PART 2 – WARRANTIES;

PART 3 – EXTENDED WARRANTY;

PART 4 – PRE-EXCHANGE SERVICES;

PART 5 – HOTLINE SUPPORT SERVICES; AND

HOTLINE OFFICE HOURS (CET+1 9AM-5PM)

PART 6 – SOFTWARE UPGRADE;

PART 7 – NETWORK HEALTH CHECK;

PART 8 – TRAINING SERVICES; AND

PART 9 – SERVICE LEVEL BUNDLES.

2. AGREEMENT STRUCTURE

Additional terms for Products and Services are in documents called "Transaction Documents" provided by Belden Solutions. In general, Transaction Documents (which can also be in the form of a Statement of Work) contain specific details and terms related to each individual Services transaction. Customer may receive one or more Transaction Documents for a single transaction. Transaction Documents amend the Services Terms & Conditions only for those transactions to which they apply. Transaction Documents applicable to such transactions in conjunction with these Services Terms & Conditions are hereinafter collectively referred to as the "Agreement". Each transaction is separate and independent from other transactions.

If there is a conflict among the terms of these Services Terms & Conditions and Transaction Documents, those of a Transaction Document prevail over those included in the Services Terms and Conditions.

3. DEFINITIONS

3.1. The definitions in this clause apply in this Agreement.

Pre-exchange Services means the services set out in Part 4 of the Services Terms & Conditions.

Agreement means the Services Terms & Conditions in conjunction with the Transaction Documents as they apply to a delivery of Products or Service to a Customer.

Certified Engineer means a technical expert, responsible for (a part of) the maintenance or operations of the network(s) delivered by Belden Solutions. This expert level certification can be obtained by undertaking the following technical training programmes at an Belden Solutions training facility:

- for TAC Level 1: "*Training for Maintenance Engineers*"
- for TAC Level 2: "*Training for Service Engineers*"

Retaining the expert level over time can be achieved by demonstrably undertaking day-to-day operations of networks employing Belden Solutions Products and/or by periodically following an update training programme at an Belden Solutions training facility.

Commencement Date means the date of execution as set out in the Statement of Work.

Component means a part delivered in a batch or as an electric, electronic or electromechanical part, which normally is used as part of Hardware but which is delivered separately.

Customer means the legal entity that has acquired Services from Belden Solutions as specified in the relevant Transaction Document or Statement of Work.

Equipment means the Hardware specified in the Transaction Document or Statement of Work on, or regarding which the Services will be performed.

Hardware means a hardware device, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Hardware" includes Belden Solutions Hardware and any non-Belden Solutions



Hardware (including other equipment) that Belden Solutions may provide to Customer.

Local Service Partner means a company undertaking to locally provide services related to Belden Solutions' network solutions, to the end-user of the Belden Solutions Products. Such services can include project implementation, installation, documentation and commissioning services in addition to TAC 1 or TAC 2 after sale services.

Belden Solutions means Belden Solutions NV, a limited liability company with company number BE0898.723.509, having its registered office at Industrielaan 17b, B-2250 Olen, Belgium.

Product(s) means Hardware, Components and/or Software.

Replacement Part(s) means (a) part(s) with an equal functionality as the defective part in the Equipment.

Replacement Product(s) means (a) product(s) with an equal functionality as the defective Equipment.

Service(s) means, performance of a task, assistance, support, or access to resources (such as an information database) that Belden Solutions makes available to Customer, and which includes, without limitation, Hotline Support Services and Hotline Office Hours (CET+1 9AM-5PM), Software Care, Standard Warranty Services, Extended Warranty Services, Pre-exchange services, Network Health Check Services and Training Services.

Service Level(s) means the service level(s) stated in the Transaction Document or Statement of Work, as, in the event bundled into Service level Bundles.

Service Level Bundle means the combination of Service Levels stated in the Transaction Document or Statement of Works, as defined in Part 9 of these Services Terms & Conditions.

Services Terms & Conditions means this document, entitled 'Services Terms & Conditions'.

Software means any Belden Solutions software or Non-Belden Solutions software that Belden Solutions may provide to Customer. The term includes microcode, embedded software, management software, utility programs, device drivers, diagnostics, and any other code (all subject to any exclusions in the license provided with it).

Statement of Work means a form of Transaction Document.

Transaction Document means the document that contains specific details and terms related to each

individual Services transaction. It can be in the form of a Statement of Work, or otherwise.

4. ACCEPTANCE OF TERMS

Customer accepts the terms in Transaction Documents by i) signing them (by hand or electronically), ii) using the Product or Service, or allowing others to do so, or iii) making any payment for the Product or Service.

A Product or Service becomes subject to these Service Terms & Conditions when Belden Solutions accepts Customer's order by i) sending Customer a Transaction Document, ii) shipping the Product to Customer, or iii) providing the Service.

In entering into an Agreement, subject to these Services Terms & Conditions including the Transaction Document, neither party is relying on any representation that is not specified in that specific Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

Customer accepts the terms of these Services Terms & Conditions by accepting a Transaction Document that incorporates these Services Terms & Conditions by reference. Once accepted, all Products and Services ordered under the relevant Agreement are subject to it.

5. DELIVERY

Delivery dates are estimates unless otherwise specifically agreed in a Transaction Document. Transportation charges and travel expenses, if applicable, will be specified in a Transaction Document

6. CHARGES, PAYMENT AND TAXES

6.1. Charges - The amount payable for Products or Services, are specified in either 1) the Belden Solutions applicable Product price list or 2) in a Transaction Document or Statement of Work, and are based on one or more of the following types of charges: one-time, recurring, time and materials, or fixed price.

All prices quoted are exclusive of all taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labelling of the Products, permits, travel related expenses, certificates, customs declarations and registration (collectively, "Additional Fees"). Customer is responsible for any Additional Fees. Each Party is responsible for its own taxes relating to transactions under this Agreement and shall report and pay any relevant taxes to the respective tax authorities.

6.2. Changes to Charges - From time to time, Belden Solutions may change charges without notice.

6.3. Payment - Customer shall make payment to Belden Solutions net thirty (30) days from the date of invoice or as indicated in the applicable Transaction Document or Statement of Work. Customer shall pay the entire net amount of each invoice from Belden Solutions pursuant to the terms of each such invoice without offset or deduction.

6.4. Late Payment Fees - Customer shall pay to Belden Solutions, as a late fee on any amounts more than thirty (30) days past due, the lesser of one and one-half percent (1.5%) per month or the maximum interest rate allowed by applicable law. Customer shall pay all costs and expenses, including a reasonable attorneys' fee and collection costs, incurred by Belden Solutions in an effort to collect past due amounts from Customer, whether or not resulting in litigation. If Customer has any dispute with respect to any invoice, Customer must raise such issue within seven (7) days from the receipt of the invoice or such dispute is waived and the amounts stated on the invoice shall be presumed payable. Disputes related to any items contained on an invoice shall not affect the payment of undisputed charges.

6.5. Taxes - Customer shall withhold and pay to the relevant tax authorities on Belden Solutions' behalf any withholding taxes applicable to the purchase of Products under this Agreement and shall deduct such withholding taxes from the amount due Belden Solutions. Customer shall accept Belden Solutions' good faith representation of any applicable exemption or reduction to withholding taxes. In addition, Customer will gross up the amounts to be paid to Belden Solutions so that the net amounts received by Belden Solutions are the amounts specified on the invoice. To the extent that any withholding tax is payable, Belden Solutions and Customer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where the Belden Solutions entity provided the Services, Products, or Deliverables is located and the applicable jurisdiction where the withholding tax is applied.

7. CHANGES TO THE TERMS

Belden Solutions may change the terms of these Services Terms & Conditions, by providing Customer at least three months' written notice. However, these changes are not retroactive. They apply, as of the effective date Belden Solutions specifies in the notice, only to new orders, ongoing transactions that do not expire, and transactions with a defined renewable contract period.

Customer acknowledges its agreement to have changes to these Services Terms & Conditions apply at the time of placing new orders for Products or Services after the change effective date. Otherwise, for changes to be

generally valid, or for a change to a Transaction Document, both parties must sign it.

8. TERM

The term of an Agreement is set out in the relevant Transaction Document or Statement of Work.

9. TERMINATION

9.1. Without prejudice to any rights that have accrued under an Agreement or any of its rights or remedies, Belden Solutions may terminate an Agreement for conveniences by giving a three (3) month prior written notice.

9.2. Without prejudice to any rights that have accrued under an Agreement or any of its rights or remedies, each party may terminate an Agreement immediately by giving notice to the other party if the other party:

(a) becomes insolvent or unable to meet its obligations as they become due or files or has filed against it a petition under the bankruptcy laws;

(b) ceases to function as a going concern or to conduct its operations in the normal course of business;

(c) materially breaches an Agreement and (i) the other party cannot remedy the breach, or (ii) if the breach can be remedied, the other party fails to do so within thirty (30) days after receiving a notice specifying the breach and demanding it be remedied. Prolongation of the remedial period will however not be refused unreasonable if the defaulting party has commenced to remedy and continues to do so in all reasonableness and fairness.

9.3. On termination or expiration of an Agreement:

(a) Belden Solutions will stop providing Services: and

(b) All sums unpaid by the Customer will become immediately due and payable.

9.4. Belden Solutions reserves the right to charge the Customer for Services received by the Customer but not yet paid for.

9.5. Termination of an Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination, including the right to claim for damages in respect of any breach of an Agreement which existed at or before the date of termination.

10. LIABILITY

To the extent permitted by law, Belden Solutions shall not be liable for and Customer is not entitled to any indirect, special, incidental, consequential, punitive or exemplary damages of any nature including without limitation removal, reinstallation costs, re-procurement costs, costs of cover, loss of use, loss of profit or revenue, business interruption, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of Customers even if Belden Solutions has been advised of the possibility of such damages, that may result from the performance of an Agreement. To the extent permitted by applicable law, Customer's total recovery from Belden Solutions for any direct damages will not exceed 50% of the total amount paid by Customer for OTN Products, Services or third party services performed under the relevant Transaction Document or Statement of Work during the twelve month period immediately preceding the event giving rise to the claim, with a minimum of 1500 EUR.

11. DATA PROTECTION

The Customer warrants that it has obtained or shall obtain all necessary approvals for Belden Solutions to process personal data by virtue of the applicable law. In addition the Customer warrants that the content, use or processing of the data is not illegal and does not infringe any rights of third parties or any statutory or regulatory provisions. The Customer shall protect Belden Solutions and hold Belden Solutions harmless against any legal claim which may result from a breach of the above warranties.

12. CONFIDENTIALITY

12.1. Belden Solutions and Customer undertake to keep confidential and not to divulge to any third party for the duration of an Agreement as well as for a period of three (3) years after the termination of an Agreement (for any reason whatsoever) any confidential information, reports, records or other restricted documents concerning the other Party or its activity which they have received or obtained in the framework of an Agreement. Each party shall ensure that its directors, employees, agents and other intermediaries are bound by a similar duty of confidentiality.

12.2. The term Confidential Information does not include any information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

(c) was, is or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

(d) was known to the receiving party before the information was disclosed to it by the disclosing party;

(e) the parties agree in writing is not confidential or may be disclosed; or

(f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

12.3. A party may disclose the confidential information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

12.4. Upon termination or expiration of an Agreement for any reason whatsoever, the receiving party shall immediately return to the disclosing party any confidential information provided by the disclosing party within the framework of the relevant Agreement

13. NON SOLICITATION

13.1. During the term of an Agreement and for one year from termination or expiration of an Agreement, the Customer shall not, without the prior written consent of Belden Solutions, directly or indirectly solicit, offer employment or hire any current or former employee, subcontractor or consultant of Belden Solutions who was directly involved in the performance of the relevant Service.

13.2. Clause 13.1 does not restrict the right of Customer to solicit or recruit generally in the media and does not prohibit Customer from hiring an employee of Belden Solutions who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by Customer.

14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under an agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. NOTICE

Any notices given under an Agreement will be sent by certified or registered mail, return receipt requested, or by recognized delivery service providing traceability, to the party to be notified at its address set forth above.

16. FORCE MAJEURE

16.1. Except for Customer's payment obligations, neither party shall be liable for failure to fulfil its obligations under an Agreement or for delays in delivery due to causes beyond its reasonable control (for example, acts of nature, acts or omission of the other Party, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labour or materials through its regular sources).

16.2. In the event of force majeure occurs, the parties shall immediately consult with one another with a view of finding an equitable solution and shall use all commercial reasonable efforts to minimize the consequences of the occurrence. If the conditions of force majeure prevail for more than one (1) month and the parties have not been able to find an equitable solution, each party may terminate an Agreement by operation of law and without the parties owing each other any compensation other than those who were already due.

17. ASSIGNMENT

Neither party may assign an Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Belden Solutions' affiliated entities may perform its obligations hereunder. The relevant , is binding on successors and assigns.

18. ENTIRE AGREEMENT

An agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, related to its subject matter.

19. COMPLIANCE WITH LAWS

The parties shall observe and comply with all applicable laws, rules and regulations applicable to the performance of their respective obligations under this Agreement including, but not limited to, anti-corruption laws (such as the U.S. Foreign Corrupt Practices Act) and regulations in respect of import or export of Products.

20. SEVERANCE

20.1. If any provisions or part-provisions of an Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part- provision under this clause shall not affect the validity and enforceability of the rest of an Agreement.

20.2. If any provision or part-provision of an Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provisions.

21. NO PARTNERSHIP OR AGENCY

Nothing in an Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

22. SURVIVAL OF OBLIGATION

All obligations under an Agreement, which by their nature extend beyond termination, will survive termination and remain in effect, including without limitation all monetary obligations of either party to the other under an Agreement.

23. EXPORT/IMPORT

23.1. Certain Services, Products and related technology and documentation sold by Belden Solutions are subject to export control laws, regulations and orders of the United States, the European Union, or other countries ("Export Laws"). Customer shall comply with such Export Laws and obtain any license, permit or authorization required to transfer, sell, export, re-export or import the services, products and related technology and documentation.

23.2. Customer will not export or re-export the Maintenance Services, Equipment and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. Customer will not use the Services, Products and related technology and documentation in relation to nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

24. APPLICABLE LAW AND JURISDICTION

24.1. All issues, questions and disputes concerning the validity, interpretation, enforcement and termination of these Service Terms & Conditions or an Agreement shall be governed by and construed in accordance with laws of the country where the Belden Solutions entity entering into the relevant Agreement has its registered office. No effect shall be given to any other choice-of-law or conflict-of-laws rules or provisions that would cause the laws of any other jurisdiction to be applicable.

24.2. All disputes concerning the validity, interpretation, enforcement, performance and termination of these Service Terms & Conditions or an Agreement shall be submitted to the exclusive jurisdiction of the courts of the country where the Belden Solutions entity entering into the relevant Agreement has its registered office.

PART 2 - WARRANTY

25. SERVICES WARRANTY

25.1. Belden Solutions warrants to the Customer that it has full capacity and authority and all necessary permissions, licenses and consents necessary to enter into, and perform its obligations under an Agreement.

25.2. Belden Solutions warrants that the Services shall be performed by an appropriate number of suitably qualified and experienced personnel; and using all reasonable skill and care. Belden Solutions does not warrant uninterrupted or error-free operation of the Equipment or the Services or that Belden Solutions will correct all defects. The Customer accepts and acknowledges that Belden Solutions may use third parties to perform the Services.

25.3. To the extent permitted by law, Belden Solutions makes no other warranties, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement, and disclaims any and all other express or implied warranties, statutory or otherwise.

25.4. Belden Solutions shall make reasonable commercial efforts to perform Services in accordance with the Service Levels set out in the Transaction Document or Statement of Work. The Customer accepts and acknowledges that the proposed timing(s) set out are only an indication and do not bind Belden Solutions

25.5. Customer's sole remedies for breach of this Belden Solutions Services warranty are, at Belden Solutions' sole discretion, limited to: (i) re-perform the Belden Solutions Maintenance Services, or (ii) refund the portion of the fees paid by Customer that related to the non-conforming Belden Solutions Services. Belden Solutions will have no obligation with respect to any

warranty claim if the claim is the result of an excluding event set out in clause 28 of the Services Terms & Conditions.

25.6. Deviation and additional work implied by replacing failed goods with a functional equivalent shall be borne by the Customer as agreed upon written approval of the offer for this work.

25.7 All service activities included in the proposal and booked via the Customer Purchase Order (P.O.) must be executed within two (2) years following the P.O. reception date. After this period, any non-requested activities will be presumed to have been executed and will be invoiced to the Customer accordingly.

25.8. To account for potential cost increases, the prices for service activities included in this proposal are subject to revision based on changes in the Belgian labor cost index
<https://statbel.fgov.be/en/themes/indicators/labour/labour-cost-index#figures/section> S.

If the index indicates an increase of five percent (5%) or more since the date of this agreement, the prices will be adjusted accordingly. The adjustment will be calculated using the following formula:

$$P_{\text{new}} = P_{\text{original}} \times (1 + \frac{\text{Index}_{\text{current}} - \text{Index}_{\text{base}}}{\text{Index}_{\text{base}}})$$

Where:

- P_{new} = New adjusted price
- P_{original} = Original agreed price
- Index_{current} = Current Belgian labor index at the time of adjustment
- Index_{base} = Belgian labor index at the time of the agreement

This price adjustment will only be triggered if the change in the Belgian labor cost index
<https://statbel.fgov.be/en/themes/indicators/labour/labour-cost-index#figures/section> S is equal to or exceeds five percent (5%).

26. HARDWARE WARRANTY

26.1. The following provisions as to Hardware warranty represent the sole and exclusive remedy of Customer and the sole and exclusive liability of Belden Solutions in case of defective Hardware.

26.2. Product Warranty - The products manufactured by Belden Solutions are warranted against any fault in material and workmanship.

26.3. Such warranty is exclusively limited to the repair or replacement at Belden Solutions' option of any defective part or portion thereof, provided, however, that Belden Solutions shall have received from Customer written notice of such defect, specifying the nature thereof within a period of one (1) year following the date of «FCA Olen, Belgium» delivery or within a period of fifteen (15) calendar months from the date mentioned on the test label affixed on each item, whichever expires sooner. The "Return Material Authorization (RMA) Request" form and terms and conditions can be found on the Belden Solutions Portal via:

<https://extranet.otnsystems.com>

26.4. Component Warranty - Components manufactured by Belden Solutions are warranted against any fault in material and workmanship.

For Components, Customer shall conduct appropriate mutually agreed incoming inspection tests (for instance batch sample) and based on the result of such tests shall accept or reject the batch within 30 (thirty) calendar days from receipt of said components in Customer's premises. No further warranty shall be granted with respect to components beyond the period stated in the preceding Paragraph. Such warranty is exclusively limited to the repair or replacement at Belden Solutions' option of any defective batch or portion thereof.

26.5. Returned items - If Belden Solutions so directs by means of a written return authorization. The "Return Material Authorization (RMA) Request" form can be found on the Belden Solutions Portal via:

<https://extranet.otnsystems.com> -

26.6.

If upon examination by Belden Solutions these items are found to be defective under the terms of this clause, Belden Solutions shall, in addition to repair or replacement, return the repaired or replaced items at its own risk and expense DAP to the customer's premises.

If upon examination by Belden Solutions these items are found not to be defective under the terms of the present hardware warranty, Belden Solutions shall return such items at the risk and expense of Customer.

27. SOFTWARE WARRANTY

27.1. The following provisions as to Software warranty represent the sole and exclusive remedy of Customer and the sole and exclusive liability of Belden Solutions in case of defective Software.

27.2. Software Warranty - Belden Solutions warrants that the software is operable for the functions set forth in

the applicable user documentation supplied to Customer if used on the Product for which it was supplied.

Except for this express Software warranty, Belden Solutions disclaims all warranties, either express or implied with respect to the software or documentation relating thereto, including, but not limited to, the quality or fitness for any particular purpose of the software.

If within a period of one (1) year following the date of «FCA Olen, Belgium» delivery any of the software is not operable for the functions set forth in the applicable user documentation supplied to Customer, the latter shall advise Belden Solutions of the nature of any failure or any suspected error or malfunction in the software and Belden Solutions shall promptly on receipt of such advice use all reasonable endeavours to correct said error or malfunction.

28. WARRANTY EXCLUSIONS

28.1. Unless otherwise agreed in writing, Belden Solutions has no liability for, and is not required to provide any Warranty Services under an Agreement if it relates to:

- Preventive maintenance of the Equipment;
- Customer induced damage(s);
- any maintenance, alteration, modification or adjustment performed by persons other than Belden Solutions or its authorised personnel;
- the Customer not following Belden Solutions' written instructions for the Equipment or using incompatible materials in it;
- any removal or alteration of the Equipment or parts identification labels.
- a failure, interruption or surge in the electrical power (beyond the product specification), internet connection or its related infrastructure connected to the Equipment;
- damage caused by external causes outside Belden Solutions' control including accident, disaster, electrical fault, power surges, lightning, internet connection fault, vandalism or burglary; or
- the Customer or third party's abnormal use, storage or handling of the Equipment (including failure to provide appropriate environmental conditions) and/or any repair or damage caused by such use, storage or handling;
- repair necessitated by a virus or denial-of-service attack (or similar) in the Customer environment;
- Warranty support for other than the Equipment referenced in an Agreement (i.e. in the Transaction Document or Statement of Work);
- Configuring or re-configuring, mapping or re-mapping of any of the Equipment, its replacement parts/components/products, the

Customer's network or other hardware and/or software;

- Recovery, transfer or back-up of data and/or applications, as well as disaster recovery (such as application software, reloading data;
- Customizations or configuration of any hardware and/or software of the Customer and/or its users; and/or
- Installation, de-installation or re-installation, decommissioning, re-commissioning, transfer or relocations of any of the Maintained Equipment or any software or applications contained therein.

28.2. Belden Solutions shall not in any circumstances be liable to correct any Software fault attributable to incorrect operation of the products, any unauthorized modification of the Software, any fault in any peripheral equipment used in combination or conjunction with the products.

28.3. The products, parts, components and software that are not manufactured by Belden Solutions are only warranted within the limits of the warranty granted to Belden Solutions by its own supplier

PART 3 – EXTENDED WARRANTY

29. WARRANTY EXTENSION

Belden Solutions accepts to extend the one-year term of the Hardware and Software Warranty set out in clauses 26.2 and 27.2 with additional 12-month periods if this has been agreed specifically in a Transaction Document or Statement of Work. For the avoidance of doubt, this extension of warranty will only be available (i) if the Customer has ordered said extension at the latest two calendar weeks before the end of the initial or extended Hardware and Software Warranty term, and (ii) to the extent the extension pertains to Products which are at that point in time included in then prevailing Belden Solutions' price list applicable.

PART 4 – PRE-EXCHANGE SERVICES

30. PRE EXCHANGE SERVICES

30.1. The "Return Material Authorization (RMA) Request" form can be found on the Belden Solutions Portal via:

<https://extranet.otnsystems.com> -

30.2. Based on this RMA form, Belden Solutions

30.3. will inform the customer of the applicable repair list price, as well as the supplement of 50% of the applicable repair list price, which will be charged for the pre-exchange service. The Customer is to send a PO for

the pre-exchange to otn.repair@belden.com, which must contain the following two lines:

30.4. The repair of the defective item, according to the repair list price.

30.5. The supplement for the pre-exchange of the defective item

30.6. Without this PO, the pre-exchange cannot be processed. Once the PO is received, Belden Solutions strives to send out the replacement item within 3 business days (Belgium), and the Customer will be invoiced for the full amount of the PO.

30.7. In all cases, the Customer is to return the defective items to Belden Solutions, as would be the case for the regular RMA procedure. The item(s) should arrive at Belden Solutions in Belgium within 2 months from the date on the PO. After this period, customer will be liable for the full amount of the invoice.

PART 5 – HOTLINE SUPPORT SERVICES AND • HOTLINE OFFICE HOURS (CET+1 9AM-5PM)

31. TECHNICAL ASSISTANCE CENTER LEVEL 3

31.1. Belden Solutions provides access to a 24h/7d support by Belden Solutions service specialists for the Equipment listed in the relevant Transaction Document or Statement of Work indicating the entitlement and entitlement period (start date & expiry date). The obligations of Belden Solutions will terminate on the expiry date unless Customer renews the entitlement by submitting a valid purchase order in exchange for a Transaction Document.

31.2. Three functional units performing the Service Support tasks are identified as follows:

- Technical Assistance Center - level 1 (TAC1)
- Technical Assistance Center - level 2 (TAC2)
- Technical Assistance Center - level 3 (TAC3)

The Technical Assistance Center – level 1 (TAC1) is handled by the trained personnel of the end-customer or a Local Service Partner and is responsible for the first level support of installed hardware and software. The engineers are trained to execute routine tasks and to diagnose and solve simple problems. They execute preventive and corrective maintenance on the installed network.

The Technical Assistance Center – level 2 (TAC2) is handled by the trained personnel of the Local Service Partner or by the trained personnel of the end-customer and is responsible for the second level support of installed hardware and software. It provides expert support to the TAC1 Engineers. TAC2 Maintenance Engineers have

obtained expert knowledge (by project training and by partner training in Belgium) on the Products (Hardware and Software). As such, they are able to detect, diagnose and remedy problems by performing an in depth analysis.

The Technical Assistance Center – level 3 (TAC3) is handled by highly skilled employees of Belden Solutions. All problems that are not in the scope of the expertise of properly skilled TAC1 and TAC2 experts and require in-depth knowledge of the working of Hardware and Software to be solved, are escalated to TAC3 Engineers.

31.3. TAC3 Engineers are remotely available through telephone and a service desk portal and are only to be contacted by Belden Solutions Certified TAC1 or TAC2 Engineers when they do not succeed in solving defects and deficiencies in their Equipment. The telephony service is setup as a 24 hours 7 days available help desk for critical issues

The Certified Engineer should provide the following information:

- A clear description of the defect or the deficiency;
- Specification of the Equipment, revision and version on which the defect occurs
- Specification of the embedded software version being used on the Hardware (if applicable).

TAC3 Engineers will generate a service ticket which can be followed up by the customer via the service desk portal.

The customer will automatically receive updates via mail when the service ticket is updated. At closure of the ticket, a second notification will be sent by e-mail.

31.4. In some cases, remote access to the local network management system (TXCare or OMS) is required to diagnose and solve the issues. For this purpose, the customer will take all necessary provisions to provide a remote login infrastructure. Examples are: VPN access and remote desktop software.

31.5. The TAC3 service has a minimum duration of one year and is related to Equipment specified in the relevant Transaction Document or Statement of Work.

PART 6 – SOFTWARE UPGRADE

32. SOFTWARE UPGRADE

32.1. Belden Solutions regularly maintains the Software. Software (included embedded software and firmware) have a major and minor release number, e.g. R1.5 where 1 denotes the major release number and 5 denotes the minor release number, which are described further as:

- a “Major Release” means a Software revision release that introduces the addition of significant new Software functionalities; and
- a “Minor Release” means a Software revision release that introduces the addition of small functionality or otherwise maintenance related changes to the Software.

Changing Software from one Major Release to a higher Major Release version of the Software is referred to as an “Upgrade”. Changing Software from one Minor Release to a higher Minor Release version of the Software is referred to as an “Update”.

32.2. Belden Solutions makes Updates within the same Major release available to Customers free of charge. Belden Solutions cannot guarantee support if the latest, or the latest -1, updates are not installed.

32.3. Software Upgrades require an additional Upgrade license to be acquired at the price indicated on Belden Solutions price list.

32.4. To the extent that the Parties have agreed to a Service Level in the relevant Transaction Document or Statement of work that includes the Software Upgrade Service for specifically identified Equipment or Software, Belden Solutions will make available all future minor and major releases to the Customer.

PART 7 – NETWORK HEALTH CHECK

33. NETWORK HEALTH CHECK

33.1. Belden Solutions will provide a Network Health Check Service that will result in a report covering the outcome of the following elements:

- On-site inspection by an Belden Solutions engineer with visits to the network installations (Site Access & Transport to be provided by Customer);
- Inspection of each network installation for physical condition and signs of deterioration;
- Inspection of the condition of the equipment shelter and environmental conditions at each site;
- Verification of the Network Management System (OMS/TXCare), inclusive error analysis;
- Meeting with the network engineers and Customer’s operation & maintenance team to discuss current maintenance practices; and
- Performing of a series of primary tests on the network equipment to determine its current operational performance such as:

- Verification of the optical power levels via the Management System;
- Load sharing of the power supplies;
- Software and Firmware versions (1 line principle respected)
- Alarms and warnings;
- Assess the entire spare stock;
- Verify correctness of the documentation and as-built plans.
- Reviewing the Customer's operational needs and future plans with a view to determine the need for operational changes to communication networks;
- Advising on the possibility of network improvements through the implementation of new features;
- Evaluating the levels of knowledge present inside the Customer's organisation with regards to the Product and the use thereof with a view to determine the need for training requirements

33.2. Customer accepts that any advice, opinion, statement of expectation, forecast or recommendation supplied by Belden Solutions as part of the Network Health Check Service shall not amount to any form of guarantee that we have determined or predicted future events or circumstances

33.3. Belden Solutions shall not be under any obligation in any circumstances to update any advice, report or any product of the Services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form.

33.4. Customer accepts the persons designated by Belden Solutions to perform the Network Health Service.

33.5. Belden Solutions shall retain ownership of the copyright and all other intellectual property rights in the product of the Services, whether oral or tangible, and ownership of our working papers. Customer shall acquire ownership of any product of the Services in its tangible form on payment of our Charges for any such product. For the purposes of delivering services to Customer or other clients, Belden Solutions shall be entitled to use, develop or share internally knowledge, experience and skills gained through performing the Services.

33.6. Belden Solutions shall render invoices in respect of the Network Health Services comprising fees, out-of-pocket expenses and taxes thereon (where appropriate) ("**our Charges**"). "Out-of-pocket expenses" will include both directly incurred costs and an amount to cover incidental expenses which are not charged directly. Belden Solutions' Charges may differ from estimates or quotations that may have been supplied, for example where additional fees and out-of-pocket expenses arise from any delay as a result of failure to supply the

information required to enable Belden Solutions to perform the Network Health Service.

33.7. To enable Belden Solutions to perform the network Health Check Services, Customer shall supply promptly all information and assistance and all access to documentation in Customer's possession.

33.8. Customer shall retain responsibility and accountability for:

- deciding to what extent Customer wishes to use, rely on or implement advice, recommendations or other Products or Services supplied by Belden Solutions;
- the delivery, achievement or realization of any benefits directly or indirectly related to the Network Health Check Service and which requires implementation by Customer.

PART 8 – TRAINING SERVICES

34. TRAINING SERVICES

34.1. Belden Solutions will provide the classroom training in the form described:

- on the OTN net for open course; or
- in the training proposal for customized courses.

Open courses are invoiced on the basis of each participant and number of days training. Open courses constitute the standard offering of Belden Solutions and are open to both OTN partners and end-customers. Belden Solutions provides a schedule of open courses on the Internet to enable preliminary inscriptions of individuals.

Customized courses are courses run for a closed group of participants and are invoiced in accordance with daily rates for a trainer within the context of a specified maximum number of participants. These courses are sometimes held on the Customer's premises. Belden Solutions can provide a test system on-site at an additional cost. If the specified number of participants is exceeded, the price will be increased in line with the number of participants.

34.2. Cancellation by Belden Solutions - Belden Solutions may cancel the course if less than 4 participants are subscribed. Four weeks before the start of the training, the participants will be informed of this decision. The condition regarding the minimum participation will not apply if it concerns a customized course.

Belden Solutions may also cancel the course if a trainer is incapacitated or in a case of force majeure. Before exercising its right to cancel the training, Belden Solutions

will attempt to switch the course to a different date or venue. Alterations will be promptly notified. If a participant is unable to attend as a result, the Customer shall be entitled to cancel the booking at no charge. All further claims are excluded.

If the participant is unable to attend at the new dates and no replacement can be sent, the Customer shall bear the participants personal costs (hotel, flights, ...).

34.3. Cancellation by Customer - Belden Solutions is entitled to claim the training fee in full if notice of cancellation is received less than 14 working days prior to the start of the training event, if participants fail to attend, or if attendance is terminated prematurely.

No cancellation charges will be applied if written notice of cancellation for single enrolments in open courses are received by Belden Solutions latest 14 working days prior to the start of the training event.

In case of training events exclusively organized for one Customer, if no notice of cancellation is received or if notice of cancellation is received by Belden Solutions less than 30 working days prior to the start of the training event, Belden Solutions is entitled to claim the following:

- a cancellation fee equal to 50% of the training fee; and
- any expenses already incurred in preparing for the training event.

These expenses may include the costs for making on-site infrastructural modifications, any travel expenses incurred by the trainer, as well as any hotel cancellation costs incurred as a consequence of this cancellation for trainer and/or participants.

34.4. Training activities in the facilities of Belden Solutions (Olen, Belgium) - Unless otherwise agreed, the training fee includes the following services:

- Training documentation;
- Use of the facilities in the training center; and
- Lunch.

The fee does not include travel, living allowance, local transport in Belgium, health insurance, overnight accommodation or support costs for the participant.

34.5. Training activities outside the facilities of Belden Solutions - If a daily trainer's rate has been agreed for exclusive courses, this rate will apply to a specified maximum number of participants. If this number is exceeded, Belden Solutions reserves the right to invoice 10% of the daily trainer's rate in addition for each additional participant.

Unless otherwise agreed, the course fee will include the following services:

- Carrying out training activities at the agreed site
- A master document file containing training documentation

Unless otherwise agreed, it is the Customer's responsibility to provide the training equipment, rooms and other facilities used for training. Belden Solutions can provide a test system on-site at an additional cost.

The costs of making the trainer available, including travel times, daily allowance, overnight accommodation costs, travel costs and other expenses will be invoiced in addition. The cost of any preparatory work necessitated by special requirements or essential configuration work and to ensure that the training facilities are up to standard will also be invoiced in addition.

34.6. Ordering - Belden Solutions and the Customer will nominate each a single point of contact (= 'SPOC') through whom all training requests are made.

Belden Solutions and the Customer will work together to define the target group, the contents and the preferred period for a course request. The Customer and Belden Solutions will answer each other's questions within 5 working days.

When the Customer agrees with a Belden Solutions proposal (i.e. target group, contents defined and the course date accepted), the Customer's training SPOC will issue an official PO (Purchase Order). Confirmation of a PO will be given within 5 working days.

A course shall be considered by Belden Solutions as booked or ordered by Customer upon the mailing of Belden Solutions' formal order confirmation.

PART 9 – SERVICE LEVEL BUNDLES

34.7. SERVICE LEVEL BUNDLES

- "Hotline" refers to the Hotline Support Service offering detailed in Part 5 of these Services Terms & Conditions.
- Hotline Office Hours (CET+1 9AM-5PM)" refers to the OTN Hotline Contracts with low calling volume as stipulated in Part 5 of these Service Terms & Conditions. The Hotline Office Hours can be assessed between Olen business hours 9AM-5PM through telephone number while quoting your service code.
- "Software Care" refers to the combined offering of Hotline Support Services and Software

Upgrade Service (for Xtran Products only), as detailed in respectively Part 5 and Part 6 of these Services Terms & Conditions.

- “Hardware Care” refers to the standard Warranty offering detailed in Part 2 and Extended Warranty detailed in Part 3 of these Services Terms & Conditions.
- “Total Care” refers to the combined offering of Hotline Support Services, Software Upgrade Service, standard Warranty and Extended Warranty, as detailed in respectively Parts 5, 6, 3 and 2 of these Services Terms & Conditions.
- “Network Health Check” refers to the offering set out in Part 7 of these Service Terms & Conditions.
- “Training” refers to the offering set out in Part 8 of these Service Terms & Conditions.