

## NBB-NET

### TERMS AND CONDITIONS

#### 1. DEFINITIONS

For the purpose of this document:

- “**Customer**” means any person needing to have a remote access to specific IT-applications or platforms hosted and operated by the NBB as a consequence either of its membership of a non-profit association in the financial sector, of a co-operation agreement scheme set up by the NBB or to which the NBB adheres, of a legal obligation or of any other professional reason;
- “**NBB**” means the NATIONAL BANK OF BELGIUM, a public limited company by shares created by law, having its registered office at de Berlaimontlaan 14, B-1000 Brussels, registered in the legal entities repository of Brussels under the enterprise number 0203.201.340, VAT number BE 0203.201.340;
- “**NBB-Net**” means a TCP/IP secured data transport network set up by the NBB with the aim to provide for a state-of-the-art connection channel between the NBB and its professional clients over the Internet or a private MPLS cloud<sup>1</sup>, including the services provided by the NBB in order to set up, operate and maintain this network;
- “**Starter**” means an optional, ancillary service provided by the NBB upon explicit request of Customers having selected their connection over the Internet as NBB-Net connectivity medium. This service is further described in Article 2.2.2;
- “**Terms and conditions**” means the present terms and conditions on the provision by the NBB of the NBB-Net, as well as the most recent version of all documents to which this document specifically refers, even if they are not materially attached as an annex to this document;
- “**Turn key**” means an optional, ancillary service provided by the NBB upon explicit request of Customers on top of the Colt MPLS network. This service is further described in Article 2.2.1.;

#### 2. SCOPE

The scope of these Terms and conditions is strictly limited to NBB-Net and ancillary services like “Turn key” and “Starter”. Therefore, this scope does not extend to:

- the use of the IT-applications or platforms to which access is granted through the NBB-Net connection, which is covered by specific terms and conditions,
- Customer’s use of a connection with the internet via a provider freely selected by the Customer. The Customer is exclusively responsible for the implementation and maintenance at his own cost of such an access to the internet<sup>2</sup>. Therefore, the NBB shall not overtake any technical, contractual, financial and/or legal constraint whatsoever regarding the internet access services subscribed by the Customer and shall not be bound by the terms, conditions, technical features and limitations whatsoever agreed with the Customer’s concerned service provider.

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<sup>1</sup> MPLS stands for « Multi Protocol Label Switching ». The private MPLS cloud for NBB-Net is currently provided and operated by Colt.

<sup>2</sup> The NBB remains exclusively responsible for the implementation and maintenance of its own access to the internet.

## 2.1. BASIC NBB-NET SERVICE

The technical documentation about NBB-Net is sent to the Customer together with these terms and conditions, of which it is an integral part. The respect by the Customer of this technical documentation is mandatory.

The technical features of NBB-Net may be unilaterally modified by NBB at any time in order to stick with the technical evolution and state-of-the-art, operational experience, feedback and enhancement proposals provided by the Customers. The actualised version of the technical documentation is available upon request to the e-mail address [nbb-net@nbb.be](mailto:nbb-net@nbb.be). However, major changes that may have a substantial impact on the Customers' IT infrastructure shall only be implemented after due notification by e-mail of the actualised version of the technical documentation to the Customers.

Encryption is mandatory for all transport of data via NBB-Net.

NBB-Net makes use of one of the following, TCP/IP-based connectivity media:

- Colt MPLS network,
- connection over the internet.

### 2.1.1. COLT MPLS NETWORK

The physical underlying transport channel of the Colt MPLS network is a Virtual Private Network provided via optical fibres<sup>3</sup> throughout Europe by the network operator Colt, which has been appointed by the NBB via a public procurement procedure. Although it provides for the data transport network, Colt is a sub-contractor of the NBB and is no Party to the present Terms and conditions. Therefore, the Customer needs in all cases to contact the NBB for any issue regarding the MPLS solution, including troubleshooting and incidents, and is therefore not allowed to directly contact Colt for such matters, even with regard to his locally installed loop(s).

The MPLS infrastructure set up at NBB-side is dedicated to NBB-Net and is thus not shared with other IT-solutions.

### 2.1.2. SITE-TO-SITE VPN OVER THE INTERNET

The physical underlying transport channel is an internet access provided by an Internet provider selected by the Customer under his responsibility and at his own costs.

The Internet connections set up at NBB-side (one connection in each of the two data centers) are dedicated to NBB-Net and are therefore not shared with the NBB's other Internet traffic (B2C applications, internal use NBB, ...).

## 2.2. OPTIONAL NBB-NET SERVICES

### 2.2.1. "TURN KEY"

"Turn key" is an optional, ancillary service provided by the NBB on top of the Colt MPLS network on explicit request of the Customer. Therefore, this service is not available for Customers having selected their connection over the internet as NBB-Net connectivity medium.

"Turn key" consists of a managed solution composed of both hardware and software components owned and maintained by NBB up to the encryption box at the Customer's premises. The transport network used with this solution is the private MPLS cloud. In this framework, the NBB takes on its account the procurement, monitoring and possible debugging of the Colt MPLS infrastructure and of the encryption devices (routers<sup>4</sup>) needed for the setup of the connection with NBB-Net. The NBB is responsible for reporting potential incidents (relating to software as well as hardware) to Colt for further treatment, however within the limits of its technical possibilities and available knowledge of the Colt MPLS network,

<sup>3</sup> Excepted the last mile to the Customer's premises, which can be in copper cable.

<sup>4</sup> Currently : Cisco router, model CISCO ISR 1100 . The choice of the devices can be modified at any time by the NBB in order to stick with the technical evolution and state-of-the-art.

and in its capacity of Single Point of Contact (SPOC) in case of incident or fallout of the MPLS network or encryption devices.

An order form for this ancillary service must be requested by the Customer by sending an e-mail to the address [nbb-net@nbb.be](mailto:nbb-net@nbb.be). An order form is communicated to the Customer by e-mail, together with the applicable tariffs list. The Customer places an order by sending back the duly completed and signed Order form to the NBB.

By sending this order form back, the Customer acknowledges his full adherence with the present Terms and conditions, which become applicable as from the date of the signature of the order form.

### 2.2.2. "STARTER"

"Starter" is an optional, ancillary service provided by the NBB upon explicit request of Customers having selected their connection over the Internet as NBB-Net connectivity medium. Therefore, this service is not available for Customers having opted for the Colt MPLS network.

"Starter" consists in the delivery by the NBB to the Customer of a solution composed of both hardware and software components that is initially pre-configured and further managed by the NBB in function of the technical environment of the Customer in such a way that the said device is ready for use by the client ("plug and play"). In this framework, the NBB takes on its account the procurement, monitoring and possible debugging of one encryption device ("Starter Box"<sup>5</sup>) per site-to-site VPN, needed for the setup of the connection with NBB-Net, as well as the automated pro-active monitoring<sup>6</sup>, the further technical assistance by phone and by e-mail for installation completion, the provision, as far as reasonably possible<sup>7</sup>, of a remote intervention by the NBB on a Starter Box that is not working properly, and its replacement by a new Starter box in accordance with Clause 4.2. Automated pro-active monitoring shall be performed by NBB until the Customer notifies to the NBB its wish to terminate this specific provision of service.

NBB will provide technical assistance on a best-effort basis in case of problems with the Starter Box. The technical assistance of the NBB ceases as soon as the configuration setup has been completed successfully or if the Customer unilaterally modifies the initial configuration of the Starter Box, which requires the communication by the NBB on demand of the Customer of the password locking the configuration of the Starter Box.

An order form for this ancillary service must be requested by the Customer by sending an e-mail to the address [nbb-net@nbb.be](mailto:nbb-net@nbb.be). After consultation with the NBB's network team, a customized order form will be sent by e-mail, together with the applicable tariffs list. The Customer places an order by sending back the duly completed and signed Order form to the NBB.

By sending this order form back, the Customer acknowledges his full adherence with the present Terms and conditions, which become applicable as from the date of the signature of the order form.

## 3. FINANCIAL REGIME

### 3.1. FEES

The NBB charges fees to the Customer in retribution of the aforementioned basic and optional NBB-Net services. These fees reflect the NBB actual costs (NBB internal costs, network operators' or subcontractors' expenses and costs entailed by other third parties' provisions of services) and may therefore be updated from time to time, in principle on the 1st of January, in order to be adjusted to the NBB's actual cost level. Any tariff adaptation shall be communicated to the Customer as an annex to

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<sup>5</sup> Currently : Cisco router, model CISCO ISR 1100 . The choice of the devices can be modified at any time by the NBB in order to stick with the technical evolution and state-of-the-art.

<sup>6</sup> SNMP polling, sending of traps to NBB and periodic backup of the software configuration.

<sup>7</sup> Indeed, the possibility of a remote technical intervention by NBB on the Starter Box is rather limited due to the fact that the NBB has no physical access, and even no logical access, to the Customer's Starter Box or IT-infrastructure.

the invoice sent in December of the year preceding the year from which the adapted tariff applies, as referred to in point 3.2 below.

### 3.1.1. BASIC NBB-NET SERVICES

The retribution of the basic NBB-Net services consists of:

- a) unique installation costs in the case of the MPLS network, the amount of which is calculated by Colt in view of the Customer's specific situation;
- b) a periodic fee calculated per physical connection channel (*i.e.* per MPLS end point and per Internet connectivity) and per half year. In case of an MPLS connection, the level of such fee depends of the maximum data transfer capacity requested by the Customer.

### 3.1.2. OPTIONAL "TURN KEY" SERVICES

The retribution of the optional "Turn key" services consists of:

- a) unique installation costs of the encryption device;
- b) a periodic fee calculated per encryption device and per half year.

### 3.1.3. OPTIONAL "STARTER" SERVICE

The retribution of the optional "Starter" service" provided by the NBB consists of a periodic fee calculated per delivered Starter Box and per half year.

## 3.2. INVOICING

The fees shall be invoiced to the Customer:

- immediately after the performance of the concerned services, when they relate to unique installation costs;
- in June and in December of each civil year, when they relate to recurrent provisions of services which are charged on a half-yearly basis. The invoice issued in June refers to the provision of services during the first semester of the running civil year, the invoice issued in December during the second semester of the running civil year. If the Customer subscribes to the NBB-Net services in the course of a semester, the periodic fee relating to the said semester shall be calculated on a *pro rata temporis* basis.

## 3.3. PAYMENT

Invoiced amounts must be paid by the Customer in euro within thirty (30) days after the issuance date of the invoice, on the bank account number mentioned on the invoice, whereby all costs related to this payment will be exclusively borne by the Customer. In case of delayed payment, penalties are due in accordance with the Belgian law d.d. 2 August 2002 regarding the fight against belated payments of commercial transactions.

Any tax and right applicable to the services performed by the NBB in accordance with the national law of any of the Parties, including the VAT, shall be exclusively borne by the Customer.

## 4. LIABILITY REGIME

### 4.1. GENERAL LIABILITY REGIME

The Parties shall carry out their obligations arising out of these Terms and conditions in good faith. In performing their respective obligations under these Terms and conditions, the Parties shall be bound by a general duty of reasonable care in relation to each other. Each Party shall take all reasonable and practical measures to mitigate possible loss or damage to the other Party.

The NBB warrants that it shall deliver professional, state-of-the-art services to the Customer, however without any warranty regarding mandatory results to be reached.

The NBB shall be liable to reimburse to and/or indemnify the Customer for any evidenced, direct loss, liability and/or expense incurred by the Customer which has been caused by the NBB's misconduct or negligence, whereby the burden of evidencing the invoked misconduct or negligence as well as the invoked direct loss, liability and/or expense lays on the Customer. However, excepted in case of wilful misconduct or negligence:

- the NBB shall not be liable towards the Customer for indirect, incidental, special or consequential damage, including but not limited to: harm to the level of services provided by Customer, loss of business, loss of profit, loss of data, reputational damage, etc. arising out of or in connection with the NBB-Net services or the ancillary "Turn key" and "Starter" services,
- without prejudice to Clause 4.2, the total amount of the reimbursement and/or indemnification to be paid by the NBB to the Customer for damages occurred during a given civil year shall under no circumstance whatsoever exceed the amount of the fees paid by the said Customer to the NBB during the said civil year.

Moreover, the NBB shall not be liable for delay in performing or failure to perform any of its obligations under these Terms and conditions if the delay or failure results from a slight misconduct or negligence, or from events or circumstances outside its reasonable control. For the application of this rule:

- "slight misconduct or negligence" is understood as any misconduct or negligence that can reasonably be expected still to take place in spite of the normal care and precaution expected from a professional provider of IT-services,
- "circumstances outside its reasonable control" are understood as *force majeure*, mandatory regulation passed or actions carried out by the public authority, and the unpredictable actions or negligence of a third party, including the NBB's sub-contractors. In particular, no liability shall be vested with the NBB when the delay in performing or failure to perform its obligations results from an action, omission, delay, failure or denial of service of the Customer's internet access provider in the performance of its own obligations towards the Customer. Each Party shall inform the other Party without delay of any such actual or imminent failure, and use its best efforts to solve it as soon as reasonably possible. Furthermore, as regards the Colt MPLS network, the NBB cannot grant further terms of services than those granted by Colt itself to NBB.

Any Customer seeking indemnification by the NBB of any damage shall explicitly request the reimbursement and/or indemnity in writing by means of a registered postal mail, and shall add to its claim the evidence relating to both the misconduct or the negligence and to the invoked damage. No claim, regardless of form, arising out of these Terms & Conditions may be validly introduced by the Customer more than two (2) years after the cause of action became known to the Customer.

#### 4.2. SPECIFIC LIABILITY REGIME FOR THE "STARTER SERVICE"

As an exception to Clause 4.1, the total amount of the reimbursement and/or indemnification to be paid by the NBB to the Customer for damages occurred during a given civil year which are entailed by a misconduct or negligence in the provision of the "Starter" service shall under no circumstance whatsoever exceed the amount of the fees paid by the Customer to the NBB during the said civil year for the provision of the "Starter" service.

The NBB shall replace a Starter Box which does not work, or does not work properly anymore, despite possible remote interventions performed by the NBB as referred to in Clause 2.3, as soon as reasonably possible but without any commitment with regards to the duration of the said replacement.

A Customer experiencing a faulty Starter Box is required to send a formal notice of the fall down of the Starter Box to the NBB and to send the faulty Starter Box to the NBB at its own cost. Upon receipt of the faulty Starter Box, the NBB sends at its own cost a new pre-configured Starter Box to the Customer with a fast shipping company<sup>8</sup>.

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<sup>8</sup> Depending on the Customer's business continuity requirements concerning NBB-Net, a second VPN connection from a spare, properly pre-configured Starter Box can optionally be established in the Customer's production environment in order to anticipate any potential disruption caused by a faulty Starter Box. In such case, the second, spare Starter Box must be acquired in advance by the Customer.

## **5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

The present Terms and conditions do not result in any transfer of property right or any other right whatsoever in any tangible or intangible asset of NBB or its agents and subcontractors to the Customer. However, the NBB grants to the Customer, to the extent feasible under applicable legislation, all licences regarding the intellectual property rights required to enable the Customer to use the NBB-Net service and the ancillary "Turn key" and "Starter" services, in particular the Starter Box and its software components.

The NBB-Net configuration may only be used for the purpose of setting up a connection with NBB. Therefore, the Customer shall not use any of the software or hardware components jointly constituting the NBB-Net service for any other purpose, or make it available to third parties, whether for free of against payment.

The "turn key" router and the Starter Box remain the sole property of the NBB and are fully dedicated to the NBB-Net connection. They may not be recycled, destroyed, sold, leased, alienated or used by the Customer for any other purpose without prior written agreement of the NBB.

## **6. EFFECTIVENESS, DURATION AND TERMINATION**

In accordance with Clause 2, these Terms and conditions become effective from the date of their signature of the Order form by the Customer.

The NBB-Net service and the ancillary "Turn key" and "Starter" services are concluded for an undefined period of time, but shall encompass a minimum duration of one full calendar year.

Subject to the mandatory respect of the said minimum duration, each Party shall be entitled to terminate the NBB-Net service, or to terminate the "Turn key" or "Starter" service while continuing the NBB-Net service, at the end of any civil year, without need of any justification and without indemnification but subject to the sending of a termination notice to the other Party, at least six months in advance. Such termination notice shall be sent to the other Party by means of a registered postal mail in order to be legally valid and shall specify whether the termination concerns the NBB-Net service as a whole or only the "Turn key" or the "Starter" service.

The extraordinary right of a Party to terminate the provision of the services if the other Party does not fulfil its own contractual duties pursuant to Article 1184 of the *Belgian Civil Code* shall remain unaffected.

The Customer having subscribed to the "Turn key" or "Starter" service must send back the dedicated Turn key router or the Starter Box(es) in his possession to the NBB or its agent not later than the first working week following the termination date of the contract, at its own cost. The NBB is empowered as by law and without prior notification to replace the Starter Box(es) which have not been received from the Customer within two weeks after the termination date, by purchasing a new encryption device for each Starter Box that has not been received, at the exclusive cost of the Customer that shall refund the said cost on first demand of the NBB.

The termination of the NBB-Net service for any reason whatsoever shall not affect provisions on the following items:

- (a) Clause 4: Liability regime,
- (b) Clause 5: Ownership and intellectual property rights, and
- (c) Clause 8: Applicable law and dispute resolution.

## **7. MISCELLANEOUS PROVISIONS**

### **7.1. NOTICES**

Without prejudice to specific diverging provisions in these Terms and conditions, any notice sent by the Parties shall be in writing (fax, post, or any other durable means of communication, including e-mail) and in English.

## 7.2. WAIVER

A failure or delay in exercising any right or remedy under these Terms and conditions shall not operate as a waiver of, and accordingly shall not preclude or limit any future exercise of, that right or remedy.

## 7.3. SEVERABILITY AND SURVIVAL

Should a provision of these Terms and conditions be or become invalid, illegal or unenforceable, the other provisions of the Terms and conditions shall remain valid, legal and enforceable.

## 7.4. TRANSFER OF RIGHTS OR OBLIGATIONS TO THIRD PARTIES

The Customer may only transfer or assign its rights and obligations under these Terms and conditions to a third party with the express, prior and written consent of, and subject to the conditions agreed with, the NBB.

The NBB is not allowed to transfer or assign its rights and obligations under these Terms and conditions to a third party, but is explicitly allowed to outsource the execution of its obligations under the Terms and conditions to sub-contractors.

## 7.5. REVISION

The Terms and conditions constitute the complete agreement between the Parties regarding the provision of NBB-Net, "Turn key" and "Starter" services and supersede any prior written or oral agreement concluded between the Parties regarding the same subject.

Any amendment or modification of the Terms and conditions shall be made in writing, shall be notified by registered postal mail or by e-mail with delivery receipt to the Customer and shall enter into force on the date as specified in the relevant amendment or modification. If the Customer does not agree with the amendment or modification of the Terms and conditions proposed by the NBB, and notwithstanding the Clause 6, the Customer is allowed to unsubscribe to the NBB-Net service and/or the ancillary "Turn key" or "Starter" services at the end of the running semester, without indemnification but subject to the sending of a termination notice to the NBB. Such termination notice shall be sent to the NBB by means of a registered postal mail in order to be legally valid and shall specify the reason for the termination and whether the termination concerns the NBB-Net service as a whole or only the "Turn key" or the "Starter" service.

## **8. APPLICABLE LAW AND DISPUTE RESOLUTION**

These Terms and conditions shall be governed by, and construed in accordance with, the laws of Belgium.

Any dispute between the Parties concerning the interpretation, application or execution of these Terms and conditions shall be settled, if possible, in an amicable and equitable manner within a reasonable period of time. If the dispute cannot be settled in an amicable and equitable manner, the matter in dispute shall be finally settled exclusively by the judicial courts of Brussels.

**9. APPROVAL**

Signed in ..... on ..... 20 .....

Customer : .....

Name, 1<sup>st</sup> surname : .....

Name, 1<sup>st</sup> surname : .....

Title : .....

Title : .....

Signature : .....

Signature : .....

**The signature of this document entails that the signee fully acknowledges and agrees with the Terms and conditions regarding the 'NBB-Net' service and the ancillary 'Turn key' and 'Starter' services.**

**Please return this duly completed and signed order form to:**

NATIONAL BANK of BELGIUM, Secretary IT Operations and Infrastructure (IO), de Berlaimontlaan 14, B-1000 Brussels.

Fax: +32 2 221 31 35

E-mail: [NBB-Net@nbb.be](mailto:NBB-Net@nbb.be)



## **NBB-NET**

### **LIST OF TARIFFS**

Applicable in 2023

*All amounts are mentioned without the VAT and other applicable charges or taxes, if any.*

#### **1. NBB-NET**

1.1. COLT NETWORK : NATIONAL AND INTERNATIONAL CONNECTED AND NOT CONNECTED  
(IT IS POSSIBLE TO USE A DSL CONNECTIVITY AT A MAXIMUM OF 2.4KM OVER A CABLE  
FROM PROXIMUS OF FROM ANOTHER CARRIER

Description	Calculation unit	Tariff
Standard installation in Belgium by Colt	one shot	500 €
Non standard installation by Colt	one shot	variable, site survey needed
NBB-Net Service Option max 256 Kbps	per connection per half year	2730 €
NBB-Net Service Option max 512 Kbps	per connection per half year	3193 €
NBB-Net Service Option max 1 Mbps	per connection per half year	3702 €
NBB-Net Service Option max 2 Mbps	per connection per half year	4859 €

National and international connected and not connected 2MB services on COLT fiber will have the same semestrial rental charge as 2MB DSL-services.

COLT does not offer sub 2M services on fiber.

2.

1.2. INTERNET VPN

Description	Calculation unit	Tariff
Internet VPN	per connection per half year	1059,5 €

**2. OPTIONAL SERVICES**

2.1. TURN KEY

Description	Calculation unit	Tariff
Encryption device installation	per encryption device (one shot)	500 €
Turn key Services	per encryption device per half year	825 €

2.2. STARTER

Description	Calculation unit	Tariff
Starter Services	per Starter Box per half year	75 €