

## Office-IT – General Terms and Conditions

### Definitions

#### Article 1.

**“Agreement”**: The General Terms and Conditions, Specific Terms and Conditions, Third Party Supplier General Terms and Conditions, data processing agreement and any other document indicated by the Parties as forming part of the Agreement (with the exception of any Customer specific (general) terms and conditions, unless as agreed explicitly in writing with OFFICE-IT);

**“Appendix/Appendices”**: The service conditions/appendices to the Specific Terms and Conditions in which the Services to be provided are integrated;

**“Business Days”**: Weekdays, excluding Saturday, Sunday and legal holidays in Belgium;

**“Business Hours”**: On Business Days from 08.30h to 12.00h and from 13.00h until 17.00h CET;

**“Confidential Information”**: All information, no matter its form (oral, written, graphical, electronic, etc.), that is exchanged between the Parties under the current Agreement;

**“Consultant(s)”**: The employees and self-employed persons, staff members/consultants/freelancers that OFFICE-IT uses for the performance of the Agreement;

**“Customer”**: The Customer mentioned in the Specific Terms and Conditions;

**“Force Majeure”**: The situation in which one of the Parties is impeded in the performance of the Agreement, either in whole or in part, temporarily or permanently, beyond the control of the Party or Parties. This includes, but is not limited to: acts of god, war, insurrection, terrorism, epidemics, pandemics, power outage or power interruption, technical defects, bankruptcy, force majeure or non-performance of third parties including Third Party Suppliers of OFFICE-IT, fire, vandalism, work accidents, illness, strike, general transportation problems, impeding governmental measures, disruption of internet, data network or telecommunication, unavailability of servers of Third Parties or any other circumstance where the cause is outside of the Parties’ influence;

**“General Terms and Conditions”**: The present document titled ‘Office-IT – General Terms and Conditions’;

**“Grace Period”**: The period of three (3) months where no discounts are owed and where OFFICE-IT is not responsible for not achieving the service levels as determined in the Appendices of the Specific Terms and Conditions. The Grace Period commences when the Services are put into production;

**“OFFICE-IT”**: BV OFFICE-IT, with registered office in 2100 Deurne, Birdland 20 and occupational offices in 2250 Olen, Lammersdries-Zuid 17D and 2640 Mortsel, Armand Segerslei 118, registered in the Crossroads Bank for Enterprises under the number 0876.855.551;

**“Party/Parties”**: Depending on the context, OFFICE-IT, the Customer or both;

**“Product”**: the hardware and/or software delivered by OFFICE-IT, as set out in the Specific Terms and Conditions and for which

the Third Party Supplier General Terms and Conditions apply in full;

**“Response time”**: The timespan between a correct notification by the Customer of a malfunction or problem and the commencement of activity by OFFICE-IT in relation to the resolution thereof;

**“Services”**: The services that the Customer purchases as listed in the Specific Terms and Conditions and as further described in Appendix/Appendices;

**“Specific Terms and Conditions”**: an agreement subject to these General Terms and Conditions, which describes the specific performance modalities of this Agreement (e.g.: a proposal, a tender or purchase order, as well as the price list);

**“Third Party Supplier”**: The manufacturer or supplier of Products and/or Services that the Customer purchases via OFFICE-IT, where OFFICE-IT acts as a reseller or sub-licensor or which the Customer himself acquires from a third party;

**“Third Party Supplier General Terms and Conditions”**: The General Terms and Conditions of the Third Party Supplier that are applicable to the Product or Service.

### CONCLUSION AND STRUCTURE OF THE AGREEMENT

#### Article 2.

The General Terms and Conditions apply to both the provision of Services and the sale of Products by OFFICE-IT, unless the Parties have agreed otherwise in writing. These General Terms and Conditions form part of the Specific Terms and Conditions. The Customer is able to take note of and agree with the General Terms and Conditions through the Specific Terms and Conditions. The Customer accepts the General Terms and Conditions by accepting or (digitally) signing or otherwise confirming the Specific terms and Conditions, e.g. in case of the fact that the Customer allows OFFICE-IT to commence the delivery of Services and/or Products. Through the acceptance of the Specific Terms and Conditions and General Terms and Conditions, the Agreement is concluded. As such, the Agreement is a negotiated document and shall take precedence over any non-negotiated Customer terms and conditions.

#### Article 3.

In case of any conflict between the various documents that form the Agreement, the following hierarchy applies: (i) Third Party Supplier General Terms and Conditions, (ii) data processing agreement, (iii) Specific Terms and Conditions, and (iv) General Terms and Conditions

### OBLIGATION OF THE PARTIES

#### Article 4.

Unless explicitly agreed otherwise, the obligations as part of this Agreement are obligations of means. The Services are delivered with the care that is reasonably possible, according to the state of the art and according to what can reasonably be expected of a service provider of comparable size delivering comparable

services. OFFICE-IT will take the technical instructions and guidelines of the Customer into account.

#### **Article 5.**

The Services and Products will be developed and/or delivered by OFFICE-IT in the state in which they are at the moment of delivery ('as is'), thus, including visible and hidden faults and defects.

The provided delivery terms of Services and Products are indicative and are only provided based on the available information. Therefore, the actual delivery terms or planning of service provision can deviate.

OFFICE-IT does not guarantee in any circumstance the fitness or merchantability of the Services or Products for any specific tasks by the Customer that are not expressly included in the Specific Terms and Conditions and/or the description of functional specifications.

Unless agreed otherwise in the Specific Terms and Conditions, OFFICE-IT does not guarantee that the Services or Products will be available and functional at all times without errors, bugs or disruptions.

OFFICE-IT does not guarantee that a possible intervention by OFFICE-IT will allow the problem that has arisen to be resolved or that it will no longer occur after its intervention, or that no other difficulty will arise as a result of this correction.

The Customer will always bear the responsibility for its existing infrastructure (including but not limited to, hardware, software, websites, data files, control- and security procedures, appropriate system administration, etc.) and the correct functioning and safety of its working materials.

OFFICE-IT cannot, under any circumstance, be held responsible for a lack of licensing- or access rights by the Customer for Products or Services that are used by the Customer. The Customer guarantees that it has acquired the necessary rights and indemnifies and holds harmless OFFICE-IT for any costs (including reasonable legal costs), losses, accountability or claims of third parties

#### **Article 6.**

The Parties recognise and accept that the success of activities in the field of information technology and communications is dependent upon a correct and timely cooperation.

The Customer will appoint a contact person, who will make all necessary information available to OFFICE-IT.

The Customer will always offer its cooperation to OFFICE-IT in a reasonably timely manner, including by making available all the necessary and useful information, technical or general documentation or other information.

The Customer guarantees the correctness, timeliness and completeness of the submitted information, dimensions, requirements, specifications of the Services and Products and other data, which are crucial to fulfil the obligations of OFFICE-IT under this Agreement.

#### **Article 7.**

For the performance of the Agreement, OFFICE-IT makes use of one or more Consultants who might have to work on-site at the

Customer's location. OFFICE-IT reserves the right to determine which Consultant will be charged with the performance of the Services and may replace the Consultant at its own discretion.

In the event that the Consultant does not (or no longer) meets the requirements, discredits the name of the Customer or reasonably does not (or no longer) perform(s) the Services in accordance with this Agreement, the Customer has the right to request OFFICE-IT to select another Consultant. This does not release the Customer from its payment obligation(s). OFFICE-IT will appoint a new Consultant as soon as possible.

#### **Article 8.**

OFFICE-IT will inform the Customer in a timely manner of any planned interruptions of the performance of the Services (such as short-term illness, days of leave of the Consultant, etc.), to the extent possible and to the extent that there is an impact on the Services.

#### **Article 9.**

If the Services are provided at the premises of the Customer, the Customer undertakes to ensure that the workspace and facilities comply with all legal requirements. The Customer indemnifies and defends OFFICE-IT against claims from third parties, including the Consultants of OFFICE-IT, who suffer damages as a consequence of the performance of the Agreement and which result from acts or omissions of the Customer or unsafe situations in its organisation. The Customer shall communicate the internal regulations and security rules before the commencement of the Services.

#### **Article 10.**

In the event that the Customer buys or acquires Products or Services from Third Party Suppliers, the Customer can only claim from the Third Party Supplier within the limits of the Third Party Supplier General Terms and Conditions. Unless otherwise provided by law, OFFICE-IT is not responsible for Third Party Supplier Services and Products.

The Third Party Supplier General Terms and Conditions are made available through the FAQ, available on the website of OFFICE-IT. In the event that the FAQ or any of the links to the Third Party Supplier General Terms and Conditions are not available, the Customer is responsible for notifying OFFICE-IT hereof. In such case, the Customer can also request a copy of the relevant Third Party Supplier General Terms and Conditions. The Customer acknowledges having received, read and accepted the Third Party Supplier General Terms and Conditions. The Customer can under no circumstances derive more rights than granted by the Third Party Supplier General Terms and Conditions. The Customer indemnifies and defends OFFICE-IT from any costs (including reasonable legal costs), losses, liabilities and claims arising from a violation of the Third Party Terms and Conditions.

#### **Article 11.**

Unless otherwise agreed in the Agreement, the Customer will be responsible for making back-ups in order to avoid the loss of data. If the maintenance work of OFFICE-IT leads to an unexpected data loss, the Customer cannot submit a claim to OFFICE-IT for its own data loss or for claims from third parties that were harmed by this.

## **Pricing and payment**

#### Article 12.

The prices that are communicated to the Customer as part of the Specific Terms and Conditions are solely indicative and are only binding after explicit approval by OFFICE-IT. Definitive prices are always shown excluding VAT or other taxes or levies and are only valid for a period of thirty (30) days, or a different term as set out in the Specific Terms and Conditions, or until the end of stock regarding the sale of hardware, if this is provided for in the Specific Terms and Conditions.

#### Article 13.

Rates and fees for the purpose of providing Services are always determined based on Services delivered during Business Hours, taking into account a 38-hour working week, which means that supplements are possible outside of Business Hours or in the event of overtime.

If supplements are charged, the following supplements (not cumulative) apply:

- Performances > 38 hours / week: + 50%;
- Performances > 7,6 hours / day: + 50%;
- performances between 8 pm and 7 am: + 100%;
- performances on Saturday: + 50%;
- performances on Sunday or public holiday: + 100%.

#### Article 14.

In the context of Services based on volume or consumption, prices can be adjusted monthly in the event of an increase or decrease of the supported components.

For software licences that are invoiced on a monthly basis, the Customer must submit changes to the number of licenses for the following month before the twentieth (20th) of the current month. If the Customer does not report changes in the number of licenses in time or does not report changes at all, the number of licenses of the month will be maintained for the following month.

If a one-off set-up cost is charged as part of a specific Service, this will be stated in the Specific Terms and Conditions. If an addition is made to the components afterwards, an additional set-up costs may be due.

#### Article 15.

The rates can be adjusted annually by OFFICE-IT on 1st of February, based on the following formula:

New price = Initial price \* (0.2 + 0.8 \* (New index/Initial index))

For which the following definitions apply:

**Initial price:** price at the start of the Agreement;

**Initial index:** the index published by Agoria "reference national average wage cost in the digital sector, Agoria Digital" of the month preceding the signing of the Agreement;

**New Index:** the index published by Agoria "reference national average wage cost in the digital sector, Agoria digital" of the month preceding the moment of indexation.

#### Article 16.

If a Third Party Supplier of Services or Products increases its prices, then OFFICE-IT is entitled to increase its prices accordingly, with or without an uplift.

#### Article 17.

In the event that fundamental changes in circumstances occur, which affect the agreed price, which were unforeseeable at the time the price was set, and which affect the contractual equilibrium, upon request by either Party, the Parties will meet to seek for an equitable amendment of the Agreement. If the Parties are unable to reach an agreement within thirty (30) calendar days from the request to amend the Agreement, either Party has the right to terminate the Agreement by sending a registered letter with a notice of thirty (30) calendar days, and this without giving rise to any compensation.

#### Article 18.

Unless otherwise agreed, a minimum rate of € 0.50 per kilometre applies to the trips that OFFICE-IT performs for the Customer, with a minimum as set out in the following paragraph. The total number of kilometres of transportation is determined based on the route to and from the occupational office of OFFICE-IT to the Customer.

For journeys within the province of Antwerp and to the province of Limburg, a minimum of 55 euros applies. For journeys outside Antwerp and Limburg a minimum of 105 euros applies.

If the Customer is established abroad, the rates are communicated to the Customer together with the Specific Terms and Conditions.

Unless otherwise agreed, the accommodation costs of OFFICE-IT are entirely at the expense of the Customer.

#### Article 19.

Except as set out in Article 25, the invoices from OFFICE-IT are payable within thirty (30) days after receipt of the invoice.

Invoices must be protested in writing and by registered post within fourteen (14) days after the invoice date.

#### Article 20.

In the event of total or partial non-payment of an invoice on the due date, the Customer shall owe, by operation of law and without prior notice of default, a conventional interest equal to the interest rate specified in Article 5 Late Payment Act (Law 02/08/2002, Belgian Gazette 07/08/2002). In addition, in the event of late payment of the invoice, by operation of law and without prior notice of default, the Customer owes a fixed compensation amounting to 10% of the unpaid invoice amount with a minimum of 175 euros, without prejudice to OFFICE-IT's right to claim higher compensation for actual damage suffered.

In the event of non-payment on the due date, all other non-expired claims on the Customer become due and payable by operation of law and without prior notice of default. In that case, OFFICE-IT reserves the right to suspend the execution of the Agreement without prior notice of default and without the Customer being entitled to any compensation.

#### Article 21.

Payments made by the Customer to OFFICE-IT are firstly charged on the costs due by the Customer, then on the interest due and in last instance on the principal sum due.

## SERVICE-SPECIFIC PROVISIONS

### 1. Acquisition of Products

#### Article 22.

When the Customer receives the Products, he acknowledges the suitability of these Products and acknowledges that OFFICE-IT has sufficiently informed it about the features and the use thereof.

#### Article 23.

The Customer commits itself to having gathered and received sufficient information in advance regarding the compatibility and operation of the purchased Products. OFFICE-IT can in no way be held liable if the Customer purchases Products which are later found to be incompatible with the existing infrastructure of the Customer.

#### Article 24.

Unless otherwise agreed, the purchase of hardware will not be accompanied by the sale or installation of specific software. If specific installation software is supplied with the hardware, the Customer will be responsible for the installation thereof and OFFICE-IT can in no way be held responsible for problems that might occur, unless OFFICE-IT is instructed to deliver and/or install the specific installation software.

#### Article 25.

Unless otherwise agreed in the Specific Terms and Conditions and in deviation of Article 19, the purchase invoice for the entire amount is payable in cash at the time of purchase or at the time of placement of the order if the desired Product is not immediately available. For purchases that exceed the amount of 5.000 EUR, the Customer is obliged to pay 40% of the purchase amount at the time of placement of the order. The outstanding amounts must be paid at the latest at the time of delivery.

#### Article 26.

The periods stated for the delivery of Products are purely indicative. Notwithstanding the foregoing, the Customer will receive a notification when the ordered Products are available for collection at the buildings of OFFICE-IT or when they can be delivered at the agreed place of delivery.

Unless agreed otherwise, the Customer will always be responsible for the delivery costs of the delivered hardware.

#### Article 27.

The ownership of the hardware sold will only be transferred to the Customer after all the fees it owes to OFFICE-IT have been paid, including but not limited to, the payment of the agreed price, costs, interest and any damages. The risks of loss or destruction of the purchased hardware will always be borne by the Customer as from the moment of delivery.

#### Article 28.

Except if the Third Party Supplier General Terms and Conditions stipulate differently, the Customer is deemed to accept the Product "as is" at the time of delivery.

The Customer is expected to waive the claim for visible defects from the moment of delivery of the Products. Unless agreed otherwise in writing, OFFICE-IT is only liable for hidden defects if the Customer informs OFFICE-IT of this by registered letter and this within fourteen (14) days after the discovery of the hidden defects. Every complaint must be described very precisely. In any case, every claim due to hidden defects expires one (1) year after delivery has taken place.

#### Article 29.

The possible warranty period starts at the moment of delivery of the hardware. Only the guarantees in the Third Party Supplier General Terms and Conditions can be invoked by the Customer, but do not apply in the event of abnormal use of the Product by the Customer, in the case of combining the hardware with incompatible hardware and/or software, adjusting the hardware against the instructions, or without the permission of OFFICE-IT or the Third Party Supplier or any other ground for exclusion set out in the Third Party Supplier Terms and Conditions.

### 2. Services on a fixed price basis (including maintenance of networks)

#### Article 30.

Unless otherwise agreed, maintenance is invoiced to the Customer according to a price per device.

OFFICE-IT reserves the right to adjust its prices annually in accordance with Article 15.

#### Article 31.

The Customer commits to have all system changes carried out by OFFICE-IT. The Customer cannot claim compensation from OFFICE-IT for faults in the system due to alterations to that system, including but not limited to, combining the system with incompatible hardware and/or software, that were carried out by itself or third parties

### 3. Consultancy and time and material work

#### Article 32.

Unless agreed otherwise, the remuneration of OFFICE-IT is calculated based on the number of hours worked and taking into account the required specialisation and working intensity of the specific assignment.

#### Article 33.

The Customer undertakes to pay provisions to OFFICE-IT, which will be taken into account in the final invoice of the total performance delivered. At the end of the delivered Services, the Customer will receive a complete and detailed cost statement.

## 4. Hosting

### Article 34.

OFFICE-IT offers hosting Services on its own systems and systems of Third Party Suppliers where it acts as an intermediary. Unless otherwise agreed, OFFICE-IT is only obliged to make web space available that meets the description given by the Customer, included in the Specific Terms and Conditions. The Customer that requires additional Services (such as a domain name, web-mail, content management system, etc.) must conclude an additional agreement with OFFICE-IT.

### Article 35.

In the event that the hosting Service is offered on the system of Third Party Suppliers, where OFFICE-IT only acts as an intermediary, the Customer acknowledges that OFFICE-IT can in no way be held liable for hosting problems that may occur with these Third Party Suppliers. The Third Party Supplier is ultimately responsible for the hosting Service.

The Third Party Supplier General Terms and Conditions apply in full.

### Article 36.

In the event that the Customer wishes to host its own hardware or software, it must be compatible with the specifications provided by OFFICE-IT. The Customer assures OFFICE-IT that the transferred data is sufficiently secured and virus-free. The Customer will also be responsible for setting up a secure connection between its own network and the hosting platform. The Customer declares to be aware of all legislation that applies to it and its activities and undertakes to comply with them at all times.

### Article 37.

Aside from performing the necessary virus scans, OFFICE-IT will refrain from making adjustments to the data of the Customer that was transmitted in the context of the hosting Services. The Customer acknowledges that the final responsibility for the content of its data lies with it at all times. OFFICE-IT reserves the right to deny the public access to certain data if it finds that the data has an unlawful nature or constitutes an unlawful activity. The foregoing does not affect the responsibilities of the Customer and its obligation to safeguard OFFICE-IT if its data causes damage to third parties.

### Article 38.

For the registration and transfer of domain names, the Customer acknowledges to be aware of the relevant rules (see these of the "VZW DNS Belgium"). The Customer acknowledges having taken note of the general terms and conditions of the VZW DNS Belgium concerning the registration of domain names and declares to have accepted these. OFFICE-IT cannot be held liable in any way for the registration or transfer of domain names that cause damage to third parties or the unlawful registration of the Customer's domain name by third parties, etc., or the loss of the domain name by the Customer. The Customer indemnifies OFFICE-IT against all claims that third parties might have and that are the direct result of the domain name registered at his request. The requested domain name is registered by OFFICE-IT

directly in the name of the Customer, with OFFICE-IT acting only as an intermediary. In this regard, the Customer has a verification obligation.

Concerning the hosting Services, OFFICE-IT commits to securing the hosting platform from the complete loss of the Customer's data. If the Customer does not request the back-up files at the end of the Agreement, they will be permanently deleted from the servers of OFFICE-IT after a maximum of six (6) months.

## 5. Helpdesk

### Article 39.

Customers using the OFFICE-IT helpdesk Service can use the helpdesk via the number 014/94.60.06 or via support@office-it.be. The helpdesk is only available during Business Hours, unless otherwise agreed.

The helpdesk Service is limited to calls within the aforementioned hours and only relates to help desk employees who always act remotely. Unless otherwise agreed, the performance of the support staff of the OFFICE-IT help desk will be reimbursed per started quarter of an hour according to the price list.

## COMMON PROVISIONS

## 6. Response Time and SLA

### Article 40.

If a Response Time and/or SLA is specified in the Appendices, the following shall not be taken into consideration for the calculation of the availability or the calculation of whether the SLA is achieved: unavailability or non-achievement of the SLA due to:

- regular maintenance work by OFFICE-ITE, or a Third Party Supplier, as well as emergency maintenance;
- defects or bugs in the hardware, software or Services of the Customer or Third Party Supplier.
- an error or negligence of the Customer or Third Party Supplier, including personnel and the Customer's subcontractors or a Third Party Supplier;
- a violation by the Customer or his employees of the AUP;
- the Grace Period;
- Force Majeure.

## 7. System administration

### Article 41.

If agreed in the Specific Terms and Conditions, the Customer will be assigned a fixed Consultant who will provide the necessary information to manage the IT file together with the Customer. The matters that are not under the responsibility of OFFICE-IT, such as applications from other IT suppliers, can also be monitored and reported by the employee. This gives the Customer the advantage of working with one local contact. In the event of a problem, a meeting with all parties involved is necessary in order to find a suitable solution for the Customer.



## 8. Provisions for acceptable use (Acceptable Use Policy: AUP)

### Article 42.

This clause sets out the responsibilities of the Customer and the end users regarding the acceptable use of the cloud environment.

Unless stipulated otherwise, OFFICE-IT shall not monitor the activities and the (content of) materials of the Customer or its end users. OFFICE-IT will, however, be entitled to remove (content of) material if it can reasonably assume that it violates this AUP.

In this case, if possible, OFFICE-IT shall notify the Customer in order to allow the Customer to take the required measures in order to stop and prevent future violations of the AUP. In the event of a material violation of the AUP or in the event that OFFICE-IT does not have the ability to notify the Customer in advance, it suffices for OFFICE-IT to notify afterwards.

The Customer recognises and accepts that OFFICE-IT will cooperate with the authorities and/or other Third Parties authorized to investigate criminal or other unlawful activities.

The Customer is at all times obliged to abide by all applicable legislation and is not authorised to use the Services for illegal, obscene, offensive or fraudulent activities or content. Prohibited is (i) advocating harm, encouraging hatred or violence, harming people, (the safety of) undertakings or institutions, (ii) hindering or violating the integrity or security of a network or (communication) system, (iii) bypassing filters, (iv) sending unsolicited, fraudulent, misleading or offensive messages, (v) spreading or introducing viruses or damage-causing codes or programs (e.g. Trojan horses or worms), (vi) collecting personal data or information about a person without the consent of such person, including but not limited to phishing, internet, scamming password theft, spidering or harvesting, (vii) accessing (trying to) access accounts, networks, computers, security, hardware and systems of third parties, or (viii) violating third party rights, such as third party intellectual property rights.

The Customer is not permitted to use tools, software, means, procedures or routines that can impair the servers, Services or software, or their accessibility, safety and proper functioning.

The Customer will be responsible at all times for any misuse of user accounts and will ensure that an effective password policy is implemented. The Customer will take the necessary measures to prevent unauthorized third parties from having access to the accounts. The end users will not use the accounts of other end users.

It is also prohibited to: (i) bypass user identification or security for a network or account. This also relates to providing to oneself or end users with unauthorized access to data and / or providing oneself or end users with access to data that is not intended for him/her, (ii) logging in to or using a server or account to which the Customer or end users have no access, (iii) using tools that are designed to break or circumvent security measures, or (iv) carrying out (Distributed denial of service ((D)dos)) attacks.

## 9. Relationship between the Parties

OFFICE-IT executes this Agreement with complete freedom and independence. There is no hierarchical relationship between OFFICE-IT and the Customer, nor between the Customer and the Consultants. OFFICE-IT does not transfer any employer authority over its employees to the Customer, except to the extent permitted by applicable law as set out below.

The Parties recognise and accept that they are familiar with the law of 24 July 1987 concerning temporary labour, temporary agency work and making employees available on behalf of users, the changes made by the Program Act of 27 December 2012 and the changes that can be made from time to time and published in the Belgian Gazette. The Parties undertake to comply with the provisions of these laws.

Consequently, the Customer may not give any instructions to OFFICE-IT employees (and/or employees of the subcontractors which OFFICE-IT makes use of) other than the instructions referred to in this Agreement with regard to conduct and safety standards, time management, the applicable policies and procedures of the Customer mentioned in this Agreement or the work performed by these employees.

The Customer does not have the authority to take decisions concerning:

- the recruitment process;
- the compensation package (definition of salaries and emoluments, reimbursement of expenses, etc.);
- disciplinary matters;
- training and policy regarding training (excluding those aspects which are necessary for the execution of the Services).
- dismissal and related policy;
- management of attendance and absence of work (vacation, sick leave and other forms of absence);
- employment relationships and aspects of organisation that relate to employees of OFFICE-IT (and/or employees of the subcontractors which OFFICE-IT makes use of).

Any potential instructions given by the Customer regarding the work to be carried out must be strictly limited to the operational and technical aspects of the delivery of the Services, and shall in no way amount to the authority of an employer and should only relate to the following:

- planning of the Services to be delivered
- time frame in which the Services must be provided, if applicable;
- processes and procedures of the Customer as agreed by the Parties and as taken into consideration during the delivery of Service (e.g. concerning the security- or access rules);
- Access to locations or facilities of the Customer for the delivery of the Services;
- Use of material, infrastructure, tools or facilities of the Customer for the delivery of Services.

In case of doubt, the Parties will decide on the applicability of an instruction from the Customer.

The Specific Terms and Conditions can contain more specific details regarding the instructions that can be given by the

Customer. This list can, at all times throughout the duration of this Agreement, be adapted.

The Customer must comply with the obligations imposed on the "user of the services" by the aforementioned Program Act.

The Customer shall indemnify OFFICE-IT against all claims, damages and liabilities resulting from non-compliance with the provisions of this article.

## 10. Liability

### Article 43.

The liability that OFFICE-IT may incur arises from an obligation of means, that must be properly demonstrated by the Customer.

OFFICE-IT cannot be held liable for (i) indirect or inconsequential damages suffered by the Customer such as, for financial or commercial losses, increase of general costs, missed savings, reduced goodwill, damage due to business stagnation, failure of planning, loss of expected profit, missed customers, loss of benefits, damage and loss of files or data, loss of customers, loss of reputation, loss of profit and losses due to legal action or claims that third parties have taken against the Customer, (ii) damage caused by an error or negligence of the Customer, (iii) the compensation of all direct and indirect damage caused in whole or in part by software or hardware supplied or made by third parties, or by any other element brought into the business of the Customer after the Agreement was concluded, (v) all claims by third parties against the Customer, (vi) technical malfunctions and breakdowns that take place inside and outside of the network of OFFICE-IT, and (vii) situations of Force Majeure.

The Customer is responsible for the reasonable use of the Products or Services. It should always take into account the specifications and instructions that are provided by OFFICE-IT or Third Party Suppliers. If the Customer uses the Products or Services in an unreasonable or unauthorised manner, all rights to redress towards OFFICE-IT will expire.

### Article 44.

To the maximum extent permitted by applicable law, the total liability of OFFICE-IT due to an attributable shortcoming in the performance of the Agreement is limited to (i) in the context of the provision of Services, the compensation of direct damage to a maximum of the total of the invoiced amounts (excluding VAT) during the 6 months prior to the day the harmful event occurred, and (ii) in the context of the delivery of Products, up to a maximum of 10% of the selling price of the relevant Product. However, under no circumstances will total liability for all direct damage during the entire duration of the Agreement exceed the fee paid by the Customer for the specific Services (excluding VAT).

The limitations of liability do not apply to damage caused by an intentional and/or fraudulent faults or gross negligence by OFFICE-IT.

## 11. Intellectual property

### Article 45.

Intellectual property rights, such as, but not limited to, trademarks, tradenames, copyright and rights to and in software and databases, which are the subject of the Agreement between OFFICE-IT and the Customer, remain exclusively with OFFICE-IT or its Third Party Suppliers at all times. The Customer cannot assert any claims considering the delivery of Products and/or Services does not result in a transfer of intellectual property, unless otherwise specified in this Agreement.

### Article 46.

With regard to the Products supplied by Third Party Suppliers, only the license or access conditions and limitations as contained in the Third Party Supplier General Terms and Conditions apply.

### Article 47.

The Customer only has a limited, non-exclusive, royalty-free and non-transferable (including non-sub licensable) right of use for the Customer's internal business purposes, from delivery to the end of the Agreement

### Article 48.

However, OFFICE-IT has the right, without prior notice, to suspend or terminate any license or access in the event that the Customer fails to pay the invoices relating to the license or access in time or in the event of a material breach of the Agreement. A violation of the AUP is considered a material breach.

### Article 49.

Unless with the prior written consent of OFFICE-IT, the Customer may never disclose or make available to third parties the data, results, etc. that are the result of the Agreement with OFFICE-IT.

In addition, the Customer will never remove or change the designation regarding copyright, brands, trade names or other intellectual property rights.

### Article 50.

OFFICE-IT confirms to be the owner of the use rights it provides and indemnifies the Customer against claims thereto from third parties. The aforementioned is not applicable in the event that the Customer has made alterations to the delivered Products or Services itself, which directly affected third parties.

## 12. Confidentiality

### Article 51.

Parties commit to treat the Confidential Information confidentially and to not communicate it to third parties, unless required to perform the Agreement and provided that such third parties are bound by appropriate confidentiality obligations.

Is not considered to be confidential information:

- the information that is gathered in a legal manner from a third party that is not bound by any secrecy or confidentiality agreement;
- the information that a Party had in its possession before it was exchanged as part of this Agreement;

- the information that a Party has developed on its own without violating this Agreement;
- the information that was released into the public domain without the intervention or error of the Party that received it.

If a Party is required to disclose Confidential Information on the basis of applicable law, a ruling or judgment, or a judicial or administrative decision, that Party shall, if permitted, inform the other Party of this in order to enable that Party to contest such a decision or to comply with the notice.

Without prejudice to the foregoing, OFFICE-IT is entitled to include the (trade or brand) name and logo of the Customer and a short description of the Services in a reference list and in other promotional material, including on the OFFICE-IT website.

### 13. Data protection

#### Article 52.

As part of this Agreement, OFFICE-IT (processor) can process personal data on behalf of the Customer (controller). In such case, the Parties will conclude a data processing agreement

### 14. Duration

#### Article 53.

Unless agreed otherwise in the Specific Terms and Conditions, the Agreement is entered into for the duration of one (1) year. Thereafter it will be renewed automatically for consecutive periods of one (1) year, unless one of the Parties makes a written notification to the other Party at least three months before the end of the period.

### 15. Termination

#### Article 54.

OFFICE-IT reserves the right to terminate the Agreement with the Customer by means of a registered letter if the performance of the Agreement can be demonstrated to be no longer feasible and reasonable. Upon cancellation of the Agreement, any advanced payments will not be reimbursed.

#### Article 55.

Without prejudice to its right to compensation, the Service Provider may, at its discretion, suspend the execution of the Agreement, or dissolve the Agreement by operation of law, without notice of default, without judicial intervention and with immediate effect, by the mere sending of a letter registered by post:

- in the event of repeated or serious breach of the contractual obligations (such as late and/or non-payment on a single due date) by the Customer;
- in the event that the Customer has requested a deferment of payment, or is in a state of bankruptcy or suspension of payment or his credit has been shaken or is apparently insolvent;
- if the Customer refuses to sign, confirm or accept the timesheet or any other item registration system without good reason;

- in the event of dissolution and/or liquidation of the Customer's company;
- if the Customer's goods are completely or partially subject to executive and/or precautionary seizure at the request of a creditor or in the case of other executive or custodial measures with regard to the Customer's goods;
- in the event of evidence or serious suspicion of fraud committed by the Customer;
- if the Customer refuses to provide the requested information or if the Customer has provided incorrect and/or false information.

#### Article 56.

The Parties may terminate the Agreement if the other Party commits a demonstrated grave fault or material contractual breach and has not rectified it within a period of thirty (30) calendar days after a notice of default by written letter was made by the Party invoking the fault or breach. Extending the aforementioned remedial period will not be unreasonably refused if the negligent Party, during the recovery period of thirty (30) calendar days, has commenced the recovery and continues this in all reasonableness and fairness.

#### Article 57.

If the Customer enters into an Agreement with a minimum purchase obligation and the Customer does not comply with the minimum purchase obligation or wishes to stop the minimum purchase obligation, the Customer owes a fixed sum equal to one (1) year the (monthly) amount of said purchase obligation, unless otherwise agreed.

The Customer expressly waives the application of Article 1794 of the Civil Code.

### 16. Consequences of termination

#### Article 58.

In relation to the hosting Services, the Customer has the right to transfer the file, including the necessary system documentation. The virtual servers and data of the Customer are delivered in a server format (i.e. an image of the server) on a data carrier of the Customer. The termination assistance is invoiced in accordance with the generally applicable standard time and material rates between the Parties.

### 17. Force Majeure

#### Article 59.

Neither Party is obliged to fulfil any obligation if it is prevented from doing so due to Force Majeure. This does not apply to the Customer's payment obligation.

If either Party is affected by a Force Majeure event, it will notify the other Party thereof in writing within a reasonable term after the start of the Force Majeure event.

If a situation of Force Majeure lasts longer than sixty (60) days, each Party is entitled to terminate the Agreement in whole or in part immediately and without judicial intervention, by registered letter. In such a case, the Customer will be obliged to pay *pro rata* for the Services provided.



## 18. Imprevision

### Article 60.

If, after the signing of the Agreement, changes in circumstances occur that make the performance of the Agreement excessively onerous, that were not foreseeable at the moment of signature of the Agreement and that are not attributable to the Party affected by such circumstances, the affected Party shall be entitled to request the renegotiation of the affected part(s) of the Agreement.

In such a case, the Parties shall negotiate in good faith, upon first request, a modification of the Agreement. The Parties shall undertake best efforts to reach an equitable adjustment of the Agreement in a constructive manner.

If the Parties are unable to reach an amicable agreement after thirty (30) calendar days counting from the request for adaptation of the Agreement, or if the other Party refuses to negotiate, the affected Party shall have the right to terminate the Agreement by sending a registered letter with a notice of thirty (30) calendar days, and this without giving rise to any compensation.

## 19. Non-solicitation

### Article 61.

During the duration of the assignment and up to twelve (12) months after the end of the assignment, the Customer will not enter into a collaboration (employment contract, independent collaboration or via another construction) with the Consultants who are/were used by OFFICE-IT, directly or indirectly, unless a compensation to OFFICE-IT is made equal to six (6) months the daily price as charged for the relevant Consultant or if no daily price was determined, the hourly rate multiplied by eight (8) hours to come to a daily rate.

## 20. Applicable law and competent court

### Article 62.

The Agreement is governed exclusively by Belgian law, to the exclusion of the Vienna Sales Convention of 11 April 1980 (CISG). All disputes between the Parties concerning the formation, implementation and/or interpretation of the Agreement fall exclusively within the jurisdiction of the courts of Antwerp, division Antwerp.

## 21. General provisions

### Article 63.

The Agreement contains the complete representation of the rights and obligations of the Parties, and supersedes all previous agreements and proposals, both verbally and in writing. Deviations from and additions to this Agreement are only valid if agreed in writing between the Parties.

### Article 64.

The Customer is not entitled to transfer the Agreement or the rights or obligations arising from it in whole or in part without the prior written consent of OFFICE-IT.

### Article 65.

OFFICE-IT can make use of subcontractors to perform the Agreement.

### Article 66.

The possible nullity or invalidity of one provision does not affect the validity of the other provisions. Parties will make every effort to replace a void or invalid clause with a valid clause with the same economic impact.

### Article 67.

A Party cannot be deemed to have waived any right or claim under this Agreement or regarding a breach of contract by the other Party, unless this waiver is expressly given and communicated in writing.

### Article 68.

Unless stipulated otherwise, all legal remedies provided for in the Agreement will be made available to the Parties cumulatively and on top of (and not in place of) other legal remedies, with the exception of the following legal remedies, which shall explicitly be excluded: the right to price reduction (article 5.97 of the Civil Code), the right to replace or have replaced OFFICE-IT by another supplier (Article 5.235 of the Civil Code), the right to terminate or suspend the Agreement due to an anticipatory non-performance by OFFICE-IT (respectively Article 5.90, paragraph 2 and Article 5.239, paragraph 2 of the Civil Code).

### Article 69.

All notifications, requests and other communications under this Agreement (excluding daily operational communications) will be made in writing via registered letter with acknowledgment of receipt.

### Article 70.

All provisions of the Agreement that are expressly referred to as surviving the termination (including dissolution) or expiration of the Agreement, as well as all provisions that intend to implement the Agreement or comply with the Agreement after the termination or expiration of the Agreement, survive the termination or expiration of the Agreement and remain in full force. In particular, but not exhaustively, all provisions regarding liability, confidentiality and non-solicitation will continue to apply after termination of the Agreement regardless of the way of termination.

### Article 71.

The titles and divisions in this Agreement are used for indicative purposes only and do not, in any way, affect the content or scope of the provisions and of the rights and obligations arising therefrom.