

General terms of sale and of maintenance

These are the general terms of sale, delivery and maintenance by Realdolmen NV, company under Belgian law with head office in Belgium in 1654 Huzizingen, A. Vaucampselaan 42, 2000 Antwerpen (VAT BE / RFR BRUSSELS 0429.037.235 as well, but when applicable, the companies connected to Realdolmen NV (hereinafter referred to as "R").

Article 1: Scope

- These general conditions are applicable to any R offer and to any agreement between R and its Customers ("the Customer"). They are applicable with the exclusion of the general conditions of the Customer, even if stated otherwise. Deviations are only allowable with extraordinary, written and express consent.
- An order/assignment by the Customer is only contractually binding for R when R has expressly accepted in writing. For the Customer, each order/assignment will immediately constitute a contractually binding order, even prior to the written acceptance thereof by R. The utilization and/or storage by the Customer of any product, or the execution of services by the Customer or with his cognizance will count as sufficient evidence of the order thereof by the Customer, as the acceptance of these general terms and as the admission to invoice the products and/or services in question.
- Should the Customer wish to make use of R products and/or services for non-professional use, he is to notify R on the matter in writing and in advance, if not he will irrevocably be regarded as a professional user, acting within the framework of his professional activities.

Article 2: Prices

- The prices indicated by R are to be considered as estimates or a budget and will entail no binding value, but only indicative value. Price proposals by R are only valid for 30 days in all cases.
- The prices are indicated ex works, VAT and other taxes or levies, costs of transport and insurance, packing and handling and/or services does not take place at the moment the agreement is made, the price indicated by R may be modified should one or more of the cost price components be modified, for instance in case of a price mark-up by the manufacturer or the secondary supplier. If this causes the price to rise by 20% or more, the Customer is entitled to terminate the contract for the goods which are to be delivered after the new price has entered into force. The Customer must do so by registered mail and within five (5) working days after the new price was announced, without any entitlement to damages. Any sums paid prior to this event will be reimbursed. If the Customer does not respond within the aforementioned period of five(5) working days, this will constitute his implied consent to the delivery at the modified prices.

Except for agreement to the contrary, the forwarding charges are not included in the price.

Costs for express orders, express deliveries or express interventions will always be at Customer's expense. All additional supply of services performed by R at the Customer's request will immediately be invoiced directly to the Customer at the rates prevailing at that time.

- Licensing fees and other fees consisting of recurring payments are indexed on January 1st of each year based on the following formula:

$$\text{new fee} = \text{old fee} [0.2 + 0.8 (\text{Agoria index of year } n+1) / (\text{Agoria index of year } n)]$$
 Article 2.3 is not applicable for products or services of third parties. As a result, price fluctuations can be charged to the Customer.
- Realdolmen preserves the right to adapt prices for products or services on a yearly basis. When delivery of all goods and/or services does not take place at the moment the agreement is made, the price indicated by R may be modified should one or more of the cost price components be modified, for instance in case of a price mark-up by the manufacturer or the secondary supplier. If this causes the price to rise by 20% or more, the Customer is entitled to terminate the contract for the goods which are to be delivered after the new price has entered into force. The Customer must do so by registered mail and within five (5) working days after the new price was announced, without any entitlement to damages. Any sums paid prior to this event will be reimbursed. If the Customer does not respond within the aforementioned period of five(5) working days, this will constitute his implied consent to the delivery at the modified prices.

Article 3: Delivery and payment

- Delivery of goods by R is made ex works. The risks connected with the hardware are transferred to the Customer at the time of delivery. The Customer will ensure against these risks at his own expense.
 Upon delivery of goods, the Customer must mention any deviations concerning the quantity, packaging, model or type and any present transport damage on the order sheet of the carrier immediately when he takes delivery of the goods. By signing the order sheet without any additional mentions, the Customer confirms his agreement with the delivery of the correct number of packages and with the absence of transport damage.
 The absence of a box or a transport package upon delivery is considered a defect. A defect will only be incurred by R if on the order sheet the Customer makes a mention of the absence of a box or transport package on the order form of the carrier. Any complaints regarding the contents of a transport package are to be communicated within 24 hours after delivery, upon which R is liable for the goods. If no complaint is unfounded, R retains the right to deny subsequent delivery/replacement. All delivered goods are to be accepted when offered by the carrier.

- The delivery dates are indicated approximately. All time schedules, terms and delivery dates which are indicated by R in the documents have been compiled within the framework of the suppositions (assumptions) taken into consideration by R on the matter. R is not liable for any damage incurred by the Customer for untimely delivery. Delivery depends on a number of uncertain factors and these time schedules, terms and/or delivery dates therefore constitute an indicative approach. Any possible excess thereof will not be cause for damages or the termination of the contractual relationship.

Any complaint regarding delivery, state, operation and conformity of goods and/or services are to be communicated to R by registered mail within 5 working days after delivery, on penalty of dissolution.

- The setup and modification of the delivery location(s) of the goods and/or services are at the Customer's expense. The Customer is liable for all damage to hardware and/or software, as well as for any additional costs incurred by R because of untimely, incorrect or faulty execution thereof.

Article 4: Payment

- All payments are to be effected within 30 after the invoice date without any deductions or set-off, unless otherwise agreed in writing.
- Invoices are to be disputed within a period of 15 days after their issuance, failure to do so will constitute acceptance of the respective invoices. Should a part of an invoice be disputed in good faith, the undisputed part shall be immediately paid. Upon settlement of the dispute, all amounts payable to R shall be paid including the interests mentioned above, starting on the day on which the amounts became payable.
- If the term of payment is exceeded, an interest is due ipso jure at a percentage of minimum 1% per month at the mere expiry of the term of payment (in pursuance of art. 1139 of the Civil Code), each started month counting as a complete month. All judicial and extrajudicial collecting charges will be at Customer's expense and will be due at the mere expiry of the term of payment. The extra judicial collecting charges are set at 15% of the amount due, with a minimum of 125 EUR.
- Negligence in payment may prompt R, after notification, to cancel any prevailing agreements or to suspend them until the next payment has taken place, without prejudice to R's entitlement to damages.

Moreover, in case of sustained default of payment, R is entitled to legally terminate the agreement in writing without any prior notification and without the Customer being entitled to claim damages, without prejudice to R's entitlement to claim damages in the amount of half of the fees owed for these remaining commitments, without prejudice to R's entitlement to a higher amount based on proven damage incurred.

- Should R feel that the Customer's solvency warrants it, R may ask the Customer, even after conclusion of the agreement, that he meets the indemnity set by R for the payment of future deliveries and R may suspend the delivery/deliveries until the requested indemnity is met and/or may unilaterally modify the terms of payment which were agreed.

The delivered hardware and components will remain property of R as long as the Customer has not yet fully paid R as well as any possible interests and/or flat-rate fees. R may invoke reservation of title without any prior notification.

The Customer will pay any possible costs on the matter. The Customer hereby entitles R to collect the delivered products at any time and wherever they may be located. The Customer commits to immediately handing over the involved products and to grant access to the involved offices whenever needed. Without R's cooperation, the Customer is not entitled to transferring the property of hardware or any components thereof which have not yet been fully paid to any third parties, or granting any third parties any right given as a security in the broadest sense, on penalty of immediate compulsory payment of the selling price, and without prejudice to R's entitlement to the aforementioned reservation of title.

Article 5: Guarantees

- The Customer can only appeal to the guarantees the manufacturer, importer or main distributor committed himself to directly with respect to the customer.
- The guarantees included below are valid exclusively in case the delivered software is owned by R. R will invest the appropriate care into the development of the software, keeping in mind that standard software is destined for application by a large group of users, and is therefore of a general character. R guarantees that the software is delivered with normal professional care and in a diligent and competent manner, in accordance with the documentation, and that the software will operate in accordance with the documentation for one year.

The correction of any non-compliance with this guarantee within reasonable and commercially feasible bounds is R's only obligation, on condition that the Customer notifies R in writing and in a sufficiently clear manner within thirty (30) days after the software is delivered or within thirty (30) days after successful completion of the acceptance tests, if applicable.

This guarantee is not applicable if the software is wrongly used or inappropriately modified, or in case of any other causes which are alien to R.

- R does not guarantee, nor is it responsible for, the operation of products or services delivered by third parties and not sold by R, their compatibility or integration, or any information given on the matter.
- For products for which R chooses not to obtain manufacturer recognition for the execution of the services after delivery, R may refer the Customer to a company which does offer these services. R will offer assistance on the matter when invoking the manufacturer's standard guarantee.

The Customer will transport the products at his expense to R's main office or to the destination, unless a standard guarantee formula provided by the manufacturer for the involved products. For all cases whereby the supplied intervention is not covered by the prevailing guarantee, the spare parts will also be invoiced at the rates in force at that time besides the invested time and costs. The Customer is solely responsible for the suitability of the hardware and/or software in obtaining the results projected by him. In case of erroneous product selection or inadequate product specification in the order form by the Customer, R can under no condition be obligated to buy back or exchange the inappropriate product. The Customer is to inform himself adequately on the properties, operation, use possibilities and user limitations of the hardware and/or software, as well as the problems related to adaptation, installation/integration and extension which may present themselves.

Whenever dial-up connections are used, the connection may be automatically opened or remain open due to the influence of external elements and/or connected hardware. R can in no way be held responsible for any communication costs resulting from this fact.

For installations or performances by R regarding the internet, R can in no way be held responsible for the consequences of internet use or for "hacking", misuse of information, damage to or loss of data, the contents of the Customer's website(s) and the conformity thereof with prevailing legislation and regulations, quality of the telephone connection or of the leased line, and the like.

- Product and/or service availability is guaranteed insofar as this has been expressly included in an agreement signed by both parties, and this for the duration of that agreement as well as for the products and/or services explicitly indicated therein.

The same applies to the availability of spare parts, on the understanding that when the Customer refuses to buy the spare parts included in a list of spare parts required for further maintenance of the product, the (rapid) supply of which can no longer be assured, R will no longer be held to any commitment to service this product as a result of this refusal.
 R retains the right to determine which staff members are assigned to the services, and to transferring staff members over the course of service provision or assign them to other duties, on the understanding that it will try to meet certain requests made by the Customer regarding specific persons, keeping in mind the requirements regarding planning and staff allocation. Availability of service provision outside of working hours is guaranteed insofar as this has been included in an agreement concluded between both parties.

Article 6: Intellectual property rights

- R can supply three types of software: (1) software that is property of third parties; (2) software that is property of R or (3) software custom-made for the Customer. The Customer agrees that the software and the relating documents are intellectual property rights and trade secrets belonging to R or the third party.
- No intellectual properties are transferred when R delivers products or services, unless explicitly agreed upon by both parties. The supplier of the software retains all possible rights related to the source code. The Customer is given user rights to the software, which are non-transferable and non-exclusive, and this under the conditions put forth by the software developer. The Customer and his appointees are not entitled to make adaptations or modifications to the software, or to distribute the software among third parties or other third parties to use it, even if the source code is found in the Customer's offices. The Customer will only use the software for its internal company operations, and will not sublicense or distribute the software, or render it available to a third party or partner of a related company or firm of auditors in any other way. The software may only be copied or licensed to a subsidiary company of which the Customer is in control if this has been agreed and expressly included in the framework agreement or licensing agreement.

- For software owned by third parties, be it purchased directly from the supplier by the Customer or delivered by R, the terms of delivery, licenses, guarantees, terms of support and other contractual terms which the supplier of the software in question renders applicable will apply in principle. R will not accept any complementary obligations on the matter. The Customer will inform himself of these terms in a timely fashion, and accept and sign them if needed.
- For software owned by R: the current Terms will be applicable if R delivers own standard software or custom made software. The intellectual property rights of all software components, methods, models, descriptions, specifications, modules and the documentation will remain property of R. All complements and improvements of the software and of the documentation performed by R will in all cases remain the exclusive property of R. The user rights connected to these items are subjected to the same regulations as the user rights connected to the software itself. Whether or not the Customer had (a temporary use of the) source code of the software does not change this.

- Unless otherwise agreed upon in a specific agreement, no costs for delivery, installation, training, specific documentation nor any other services related to the software are included in the license fee. If R installs the software, the software related to this installation will have been accepted by the Customer at the time of installation. If the Customer has not requested any installation services, the software will be deemed accepted at the moment of delivery and in the location of delivery. Any remarks regarding the conformity and suitability of the supplied elements are to be communicated to R at the time of delivery and/or termination of the installation. The Customer will sign all documentation submitted by R regarding delivery and installation, and he will mention all objections on this occasion.

- For software owned by a third-party supplier, R will supply the Customer with all manuals, literature and similar documents regarding the software ("documentation") which has been obtained from the third party supplier, in the language in which this documentation was obtained. R will have no obligation whatsoever to submit any additional documentation or the documentation in a certain language to the Customer if such documentation was not supplied by the third-party supplier.

- The Customer is not allowed to:
 - partially or wholly decompile, modify or reconstitute the software or to allow a third party to do so;
 - reproduce, copy, rent, lease, transfer to a third party, or in any other way commercialize the software or the documentation or a part thereof;
 - use third party software which is delivered by R in connection with the delivered software outside of normal usage as provided under these Terms;
 - remove or modify any security key which is part of the software. Should deactivation of the key be required, R will take the requisite action.

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 - remove or modify any security key which is part of the software. Should deactivation of the key be required, R will take the requisite action.

- If the Customer does not meet his obligations provided in this article, he will be held to pay for all damages caused by this infraction, such as a minimum amount of 25.000 EUR. R may provide proof of the real damage by all legal resources if the damage should amount to more than this minimum amount. Additionally, R is entitled to terminate the agreement without notification and immediately reclaim his system including all accessories.

Article 7: Breach of contract
 If the Customer cancels the entire order or part of it, or if he fails to take delivery of all or part of the goods or services, R is entitled to claim dissolution or execution of the contract.

The damage incurred by R amounts to a minimum of 50% of the value of the order or part of the goods or services, on the understanding that R can prove the real damage, by all legal means, if it exceeds this amount.
 R is entitled to cancel this agreement, without notification, in the event that the Customer has requested respite of payment, or is in a state of bankruptcy or notorious insolvency.

Moreover, both R and the Customer are entitled to immediately terminate the existing contractual relationships between them by registered mail in case of bankruptcy or liquidation of the other party, or for any significant cause which may substantially jeopardize either party's rights.

Article 8: Non-solicitation

During the entire duration of the service provision by R and during a period of 24 months after the termination thereof, the Customer commits, except for prior written consent of R, to not hire, directly or indirectly, any staff member of R who was deployed as assignment executor, or to have him/her perform operations outside of the framework of the agreement between R and the Customer.

The same injunction is applicable pertaining to the appointees of R who perform the service provision for the Customer, yet who are not staff members of R proper, and also pertaining to R delegates who are deployed as replacements of the executor(s) mentioned in the agreement or as extra executors during the service provision.

Any infraction of this injunction will be cause for damages, set by default at two years of gross pay of the involved staff member. The same damages will be payable by the Customer should he obtain the same result by any other means in an effort to circumvent this injunction.

Article 9: Force majeure

Force majeure for a supplier will be equated to force majeure for R. Force majeure relates to all abnormal and unforeseeable events which render the execution of a commitment impossible for one of the parties, insofar as these events cannot be attributed to an error on the part of the latter. Failure in telecommunications facilities and government decisions which severely impact the service provision are always considered to be force majeure.
 Force majeure also means failure by a third party to meet obligations with regard to one of the parties or failure to meet them in a timely fashion, unless it can be proven that this default can be attributed to the party in question.

Technical difficulties can be deemed force majeure when they hinder the proper execution of the agreed services to such an extent as to render proper execution unreasonable. In such a case R will be entitled to resort to reasonable intermediary solutions such as workarounds or problem-avoiding restrictions, and if such solutions would also prove impossible, the difficulty will be deemed force majeure. In the event of force majeure, the Customer and R are entitled to suspend their obligations wholly or in part for the duration of the force majeure, without the obligation to meet any damages.

Article 10: Liability

R's liability results from a commitment concerning best efforts and is determined as follows:

- R will be held to repair any damage the Customer can conclusively prove to be caused by the supplier (or his staff), however up to maximum the lowest of the following amounts, i.e. either 10% of the amount due by the Customer for the delivery concerned or the provision of the service concerned, or an amount of 25,000 EUR, regard-less of whether the claim was made on contractual or extra-contractual grounds.
- Are excluded:
 - compensation by R for any indirect damage; financial and commercial loss, loss of profit, increase in the overheads, personnel-related costs, disruption of the planning, loss of expected profit, capital, customers,
 - compensation of all direct and indirect damage due to the use of the supplied product itself;
 - compensation of damage which is wholly or partly caused by hardware or software delivered or developed by third parties or by any other element present in the company of the Customer or brought into the company of the Customer after the establishment of the agreement.
 - Shall in no case give rise to compensation of damage, any claims made by third parties against the Customer.
 - R can never be held responsible for any damage which is partially or wholly due to shortcomings on the part of the Customer himself or of any third parties, or which could have been prevented or limited by them.
 - The Customer is responsible for the execution of the requisite measures concerning safety, backup and general management of his IT system.

Article 11: GDPR

To the extent that the parties process personal data, R will take the measures that are reasonable and appropriate to protect these personal data in accordance with the guidelines of the General Data Protection Regulation (EU) 2016/679, within the limits indicated by the processor agreement that the parties will conclude as per this main agreement or indicated by the provisions that will be included in the relevant appendix of this main agreement.

Article 12: Reconstruction of data and programs

- The Customer is solely responsible for the establishment of procedure files which will enable him at any time to reconstruct lost or altered files, data or programs, regardless of the cause of the loss or change. The Customer should at least have possession of the necessary back-up copies of his computer programs, files and data at all times.

- As far as viruses are concerned, the responsibility of R remains restricted to the installation of anti-virus programs if the Customer explicitly orders them from R. R can never be held liable for viruses in the Customer's system, nor for the consequences.

Article 13: Import and export

The Customer guarantees that he observes all the applicable import and export regulations. Furthermore, the Customer protects the supplier against any liability pursuant to a violation of the applicable import and export regulations in case the Customer himself imports or exports. In that case, the Customer is esteemed to be the exporter and/or importer, with explicit exclusion of R.

Article 14: Generalities

- If the supplier fails to exercise any of his rights, this does not imply renunciation or extinction of this right, nor will it harm any other right of R regarding this agreement.

- 14.2 The agreement is binding on the parties, their successors and their assigns. The business managers of private companies are jointly and severally liable for the payments owed to R by their company. Without prior mutual consent, parties are not authorized to transfer the rights and obligations resulting from this agreement to third parties. This injunction however does not exclude the right to transfer a claim for R.

- The Customer grants R permission to use its name and logo for internal purposes and commercial activities. Publications and press releases which only make use of the Customer's name and logo (instead of general communication with a Customer overview) will be mentioned to the Customer in advance.

Article 15: Applicable law - Court of competent jurisdiction

The agreements are governed by Belgian law, to the exclusion of the treaty of Vienna concerning international contracts of sale of movable property. The Customer commits himself to submit all complaints concerning the function of the hardware and/or software to R before instituting any proceedings, on penalty of dissolution.
 R has one (1) month to check whether or not the complaints are justified. Any dispute connected with this agreement, to the exclusive jurisdiction of the Courts of Brussels, both for domestic and international transactions.