

## General Terms

These are the general terms of sale, delivery and maintenance by Cintellis BVBA (herein-after referred to as "Cintellis"), company under Belgian law with head office in Belgium in 1502 Lembeek, Kasteelbrakelsesteenweg 552, registered under VAT BE / RPR Brussels 0538.723.845 as well by, when applicable, the companies connected to Cintellis BVBA.

### Article 1: Scope

- These general conditions are applicable to any offer, delivery, service, invoice and contract between Cintellis and its customers («the Customer»). These general conditions are available for your perusal on our website [www.cintellis.com](http://www.cintellis.com) or are obtainable on request. The Customer has, prior any agreement, read and understood these agreements and accepts them, now and in the future.
- These general conditions 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 Cintellis when Cintellis has expressly accepted the contents thereof in writing. For the Customer, each order/assignment will immediately constitute a contractually binding offer, even prior to the written acceptance thereof by Cintellis. The utilization and/or storage by the Customer of any product, or the execution of services with the Customer's 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.
- The general terms for earlier offers, deliveries, services, invoices and contracts are not automatically valid for extra orders.

### Article 2: Proposals, Prices and Offers

- All our offers and proposals are always informal. The prices indicated by Cintellis are to be considered as estimates or a budget and will entail no binding value, but only indicative value. Price proposals by Cintellis are only valid for 15 calendar days in all cases.
- The prices are indicated ex works: VAT and other taxes or levies, costs involving communication, translation, training, travel and accommodation, and generally demonstrable advances are not included in the estimated prices or rates, unless explicitly expressly stated otherwise. 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 Cintellis 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 as well as hourly and daily rates will be indexed yearly on the 1<sup>st</sup> of January following the consumer price index, with a minimum increase of 2%.
- The price to be paid for the contracting work can adapted by Cintellis as a result of:
  - a change in the cost price of the products, materials and components to be processed, fixed on the date of the order with suppliers of Cintellis;
  - additional deliveries of products and/or services requested by the Customer or adaptations, additions and further detailed elaboration, etc. that turn out to be necessary during the execution of the agreement;
  - incorrect or incomplete information provided by the Customer regarding the type, the scope or complexity of the work.
- any change in the execution of the order at the Customer's request.

### Article 3: Delivery and payment

- The delivery dates and terms are indicated approximately. All time schedules, terms and delivery dates which are indicated by Cintellis in the documents have been compiled within the framework of the suppositions (assumptions) taken into consideration by Cintellis on the matter. Cintellis 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 penalties, compensations or the termination of the contractual relationship.

### Article 4: Work performed by third parties – suppliers

- Cintellis can at all times appeals to third parties - other suppliers for the execution of the order.
- If the Customer appeals to other suppliers besides Cintellis for the execution of the order and/or if the execution of the order by Cintellis depends on work to be performed by another supplier, only the Customer is responsible for the work performed by these third parties - suppliers with respect to Cintellis. If Cintellis is delayed because of a fault, negligence or delay of this third party supplier, and/or if he is forced to supply additional work, the execution term for the Contractor will be revised and will be completely invoiced to the Customer.

### Article 5: Acceptance, delivery and installation

- The acceptance by the Customer of products and services happens, for existing software, at the time of delivery of the software. For services, it happens just after the service has taken place. For tailor-made software, the acceptance happens after having successfully tested the software, following a test protocol. In any case, the delivery of a product, the execution of services and the acceptance of a test protocol will be formalized by signing a document proving the Customer's acceptance. If these documents are not signed within a period of 8 calendar days without valid reason, the products and services will be deemed to be accepted in their totality. Also if the Customer starts to use the products without reservation these will be considered as accepted. To be valid, complaints should reach Cintellis within a period of 8 calendar days. Passed this period, acceptance cannot be disputed anymore.

### Article 6: Payment

- All payments are to be effectuated within 30 days after the invoice date without any deductions or set-off, unless otherwise agreed in writing.
- Invoices are to be disputed by registered post within a period of 8 calendar days after their issuance, failure to do so will constitute acceptance of the respective invoices which cannot be disputed anymore. 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 Cintellis shall be paid including the interests mentioned hereunder, starting on the day on which the amounts became payable. Disputing an invoice does not exempt the Customer from its payment obligations.
- If the term of payment is exceeded, an interest is due ipso jure at a percentage of minimum 1,5 % 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 Customers 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 Cintellis, after notification, to cancel any prevailing agreements or to suspend them until the next payment has taken place, without prejudice to Cintellis's entitlement to damages. Moreover, in case of sustained default of payment, Cintellis 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 Cintellis's entitlement to claim damages in the amount of half of the fees owed for these remaining commitments, without prejudice to Cintellis's entitlement to a higher amount based on proven damage incurred.

### Article 7: Guarantees

- The guarantees included below are valid exclusively in case the delivered software is owned by Cintellis. Cintellis does not guarantee, nor is it responsible for, the operation of products or services delivered by third parties and sold or not by Cintellis, their compatibility or integration, or any information given on the matter. Cintellis will invest the appropriate care into the development of the software, and guarantees that the software is delivered with normal professional care and in a diligent and competent manner.
- The guarantee covers free 'debugging' so that the software can function again in conformity with the specifications Cintellis mentioned in the offer or in conformity with any other specification agreed upon between the Customer and Cintellis.

- There is a guarantee period of 1 month that takes effect on the date on which the Customer starts to use the product, or the date on which the product has been delivered or the date of successful completion of the acceptance tests, if applicable. The earliest of the dates mentioned above is the starting date of the guarantee period. The correction of any non-compliance with this guarantee within reasonable and commercially feasible bounds is Cintellis's only obligation, on condition that the Customer notifies Cintellis in writing and in a sufficiently clear manner within this guarantee period. As regards software, Cintellis points out that in the current state of the art, it is not possible to guarantee that the software will function flawlessly. During the period of guarantee the interventions will only be executed on working days during the normal working hours and according to availability (best effort). Express deliveries, overtime, evening and weekend work are not covered by the normal guarantee conditions.
  - The guarantee lapses in case of:
    - not granting access to the personnel of Cintellis;
    - changes/adaptations made to the product without the prior authorization of Cintellis;
    - wrong or abnormal use by the Customer or his appointees.
- In case the defect is not covered by the guarantee, the interventions (working hours, travelling time, repair work, etc.) will be invoiced immediately at the rates in force at that time
- Product and/or service availability is guaranteed during the guarantee period, or to solve any issues that have been reported during that period, as described here above.

### Article 8: Intellectual property rights and user rights

- Delivery does not imply the transfer of rights of intellectual ownership. The intellectual property rights of all software components, methods, models, descriptions, specifications, modules and the documentation will remain property of Cintellis. All complements and improvements of the software and of the documentation performed by Cintellis will in all cases remain the exclusive property of Cintellis. The user rights connected to these items are subjected to the same regulations as the user rights connected to the software itself. The fact that the source code of the software can be (temporarily or not) found in the Customer's offices will not prejudice this matter. Cintellis retains all possible rights 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.

- For software owned by a third-party supplier, Cintellis will supply the Customer with all manuals, literature and similar documents regarding the software ("documentation") which Cintellis has obtained from the third-party - supplier, in the language in which this documentation was obtained. Cintellis 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 and his appointees are not entitled to make adaptations or modifications to the software, unless formally agreed upon, or to distribute the software among third parties or allow third parties to use it, even if the source code is found in the Customer's offices.

- The Customer is not allowed to:
  - partially or wholly decompile, modify or reconstitute the software, or to allow a third party to effectuate these actions;
  - distribute, render public, rent or 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 Cintellis 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, Cintellis will take the requisite action.
- The Customer is only entitled to make copies when expressly allowed in a licensing agreement.

- The Customer guarantees that the software and the information supplied along with it are regarded as corporate secrets of Cintellis or the software developer. In case of early termination, the Customer will return these software and documents to Cintellis within 14 calendar days.

- If the Customer does not meet his obligations provided in this article, he will be held to pay for all damage caused by this infraction, set at a minimum amount of 25,000 EUR. Cintellis may provide proof of the real damage by all legal resources if the damage should amount to more than this minimum amount. Additionally, Cintellis is entitled to terminate the agreement without notification and immediately reclaim the system, product and software including all accessories.

- Cintellis has the right to sell, rent or lease to third parties all or part of the software (specifically) developed for the Customer.
- Cintellis has the right to reuse all or part of the software (specifically) developed for the Customer in other software.

- 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, partner, related company or firm of auditors in any other way. The software may be 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.

### Article 9: Breach of contract and early termination

- 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, Cintellis is entitled to claim dissolution or execution of the contract. The damage incurred by Cintellis amounts to a minimum of 50% of the value of the order or to the non-respected part of it, including all amounts resulting from commitments Cintellis remains liable for, for the early termination of the supplier and subcontracting contracts linked with this agreement, on the understanding that Cintellis can prove the real damage, by all legal means, if it exceeds this amount.

- Cintellis can terminate this agreement in writing ipso jure to take effect at once if the Customer files a petition in bankruptcy, is in liquidation (voluntary or compulsory), is the object of a compulsory composition, is in provisional or unprovisional deferment of payment as well as if the insolvency of the Customer would be generally known, or for any significant cause which may substantially jeopardize Cintellis's rights.

- Cintellis can also terminate this agreement in writing if the Customer does not comply with or execute his obligations by virtue of this agreement. Such termination will be notified by registered letter and will give the Customer the opportunity to comply with his obligations completely within an appropriate term of maximum 30 calendar days. If, after the expiration of this term, the Customer still does not observe or execute the commitment, Cintellis is entitled to terminate the agreement immediately subject to notice to the Customer, without prejudice to the Cintellis's right to claim full compensation for the damage caused by this termination.

### Article 10: Force majeure

- Parties are not liable for the consequences of situations of force majeure such as measures taken by any government, rebellion, assault, disturbance or interruption of the work, strike, war, fire, flood, extraordinary weather conditions and interruption of or delays in deliveries of suppliers or subcontractors, this enumeration not being exhaustive. In the event of force majeure, the Customer and Cintellis are entitled to suspend their obligations wholly or in part for at least the duration of the force majeure, without the obligation to meet any damages.

- 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 Cintellis 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.

### Article 11: Liability

- Cintellis's liability results from a commitment concerning best efforts and is determined as described in the following paragraphs:

- Cintellis shall be obliged to repair or compensate the real material damage suffered by the Customer, of which it is sufficiently proved that it has been directly and exclusively caused by a grave error on the part of Cintellis or his appointees. Cintellis's liability will however always remain restricted to 50 % of the value of the paid amounts for the work executed or the products delivered by Cintellis and from which Cintellis's liability would result, taking into account that the work executed or the products delivered by Cintellis is done on a contractual basis or not.

- Are excluded:

- compensation of all direct and indirect damage due to the use of the supplied product itself or services provided by Cintellis or his appointees;
  - compensation by the Cintellis of all other damage, financial and/or commercial losses, loss of profit, increase in the overheads, in the personnel-related costs, disturbance of the planning, loss of expected profit, capital, customers, etc. and all claims submitted by third parties against the Customer, this enumeration not being exhaustive;
  - 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.
- Cintellis can never be held responsible for updates in third parties software that would not be compatible anymore with Cintellis's software, or would cause Cintellis' software to stop working (correctly).
  - Cintellis 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 (e.g. providing incomplete or incorrect information, hardware incompatibility, software incompatibility, etc.), 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
  - Cintellis does not act as a business or organization consultant. Observations of Cintellis with regard to possible improvements or changes in the organization of the Customer are nothing but informal suggestions. The Customer remains the only one responsible for his organization

### Article 12: Reconstruction of data and programs

- The Customer is solely responsible for the establishment of procedures 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.
- Cintellis can never be held liable for viruses in the Customer's system, nor for the consequences.

### Article 13: Protection of Privacy

- Each party will respect the confidential nature of the data relating to the operational management of the other party, which it learned as a result of the execution of the agreement. Information is confidential if one of both parties explicitly mentions it or if it arises from the nature of the information itself.
- The Customer grants Cintellis 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. The Customer has the right to ask for a survey of the incorporated personal data is entitled to request to adjust, change the personal data concerned and oppose itself to the use by Cintellis of this data for direct marketing purposes, as foreseen by the Protection of Privacy law of 8 December 1992.

### Article 14: Close cooperation / Facilities at Cintellis's disposal

- Both parties will aim at a close cooperation where the prompt and active support on the part of the Customer and of third parties the Customer may have involved in the execution of the order is an essential condition to allow the activities to progress as smoothly as possible and to end with success.
- The Customer will make sure that every information that is necessary for Cintellis to conduct the project is provided to Cintellis without delay. The same rules for every information of which the Customer might reasonably know that it is essential to lead the project to a successful end.
- Each time Cintellis or its associated third parties has to perform tasks in the offices of the Customer or at third parties' offices, the Customer will grant Cintellis access to said offices. In these building, the Customer will make all the facilities needed for the order, such as electricity, light, telephone, broadband Internet connection, ... available to the Cintellis, and this until the order is completely finished. The Customer shall always be responsible for the quality of the facilities he makes available.
- If the Customer is negligent in providing the necessary facilities or in timely providing the necessary information, each term of execution will at least be extended with the delay Cintellis suffered, and each cost or extra work Cintellis must supply because of this delay will be invoiced to the Customer. Moreover, Cintellis is entitled to postpone the execution if the Customer does not or insufficiently comply with the commitments by virtue of the present article.

### Article 15: Conveyance of ownership – Transfer of risks

- The ownership of the products supplied is conveyed to the Customer only after the complete payment of all he owes Cintellis for the execution of the order, including interests and costs. If necessary the Customer will grant Cintellis free access to the installation and provide his cooperation to let the Cintellis execute the retention of ownership by taking it back. Apart from the conveyance of the ownership, the risks with regard to loss, theft, destruction linked with the hardware or software are transferred to the Customer at the moment when the parts have been supplied to the premises of the Customer. The Customer commits himself to take out an appropriate insurance against risks such as fire, explosion and water damage.

### Article 16: Generalities

- If Cintellis 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 Cintellis regarding this agreement.
- 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 Cintellis 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 Cintellis.

### Article 17: 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 software to Cintellis before instituting any proceedings, on penalty of dissolution. Cintellis has one (1) month to check whether or not the complaints are justified.
- The agreement is only governed by Belgian law. Any dispute concerning the interpretation and execution of the agreement falls under the exclusive competence of the Courts of Brussels, both for domestic and international transactions.
- No legal action can be instituted with regard to work performed for the order more than one (1) year after the occurrence of the event that gave cause for this legal action, and in case not later than one (1) year after the delivery of the products or services. Actions instituted for payment of expired invoices can be instituted up to 3 years after the date of expiration.