

Any order by the client (the "CLIENT") of services of CBLUE (the "PROVIDER"), according to PROVIDER's quotation (hereunder referred to as the "Quotation"), which is considered to be annexed to the present Agreement in Annex 4) is subject to the following terms and conditions. Unless otherwise agreed in written, any Quotation is valid for maximum 30 days from the date of issuance.

Article 1 Services, Duties And Responsibilities

PROVIDER shall serve as a contractor of CLIENT, and shall provide hosting, maintenance and/or technical support services as regards CLIENT's IT infrastructure and/or systems (including its Hardware, Software, Servers and/or Network facilities) (hereunder referred to as the "CLIENT's Infrastructure") as described in the Technical Description of Services in Annex 1 and the Service Level Agreement (SLA) in Annex 3, hereunder referred to as the "Services".

In consideration of CLIENT's obligation to pay the Fees, unless otherwise provided in the agreement, PROVIDER will perform the Services on a best efforts basis, exercising all due skill and care that is expected of a provider operating within the PROVIDER's field of expertise, including as described by PROVIDER in its proposal made in respect of the Services. All work shall be performed in a professional and workmanlike manner. PROVIDER will do all what is necessary to perform its obligations under this agreement, and accordingly, will ensure that it will dispose of sufficient staff so as to perform the Services on a continuous basis.

CLIENT shall have the right to reasonably observe and monitor all aspects of the performance by PROVIDER of its obligations hereunder and PROVIDER shall use reasonable efforts to facilitate such observation and monitoring. Information, functions and operations of PROVIDER not directly related to its obligations hereunder shall not be subject to observation and monitoring.

CLIENT agrees to provide PROVIDER with all technical and commercial, documentation and any other material as may be reasonably required by PROVIDER for the purpose of fulfilling its obligations under this Agreement.

Article 2 Relationship

PROVIDER is acting as an independent contractor with respect to the Services provided to CLIENT.

Neither PROVIDER nor the employees of the PROVIDER performing services for CLIENT will be considered employees or agents of CLIENT.

CLIENT will not be responsible for PROVIDER's acts or the acts of PROVIDER's employees while performing services under this Agreement. PROVIDER's employees remain at all time under the liability and authority of PROVIDER.

CLIENT agrees that it will not, during the performance of the Agreement and during a period of 12 months after its termination, initiate contact with PROVIDER employees in order to solicit, entice or induce any employee of such other party to terminate an employment, subcontracting (or any similar) relationship with such other party to accept employment, subcontracting (or any similar) relationship with the soliciting party. In case of breach of this obligation the infringing party shall pay to the other party an indemnity of 12 months of bruto salary (social charges and taxes included);

Nothing contained in this Agreement shall be construed to imply a joint venture, business, partnership or principal-agent relationship between the parties, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

Article 3 Compensation

For Services rendered by PROVIDER staff qualified to execute CLIENT's demands, CLIENT shall pay PROVIDER the fees as detailed in the PROVIDER's Quotation in Annex 4 (hereunder referred to as the "Fees"). PROVIDER shall be entitled to adjust the recurring remuneration as of the first day of each respective calendar year so as to reflect any changes in the official Consumer Price Index ("*indice des prix à la consommation*" belge) published by the competent Belgian authority.

All prices are quoted without statutory value-added tax, excise duties, withholding taxes, duties or taxes on import and export, customs duties or similar taxes in force from time to time, which are to be added to the same. In case of a specific taxation of royalties applicable in the country of the CLIENT to the Services, the customer has to inform PROVIDER in advance and agrees to support PROVIDER promptly in case any recovery proceedings that may become necessary in the interest of PROVIDER. Invoices shall be prepared and submitted monthly, and shall contain the following information as applicable: contract and order number, description of supplies or services, quantities, unit prices, and extended totals. They shall be due and payable within 30 days from the date of PROVIDER's invoice, without any early payment discount or other deduction. PROVIDER reserves the right to suspend partly or totally, without any prior notice, any and all Services until receipt of due payment. In case of late payment, interest shall be due on unpaid invoices immediately and without any prior notice at the rate of one and a half percent (1½ %) per month or any higher applicable statutory interest rate (i.e. in application of the Belgian act of 02/08/2002 on late payments in commercial transactions) for any amount payable by CLIENT and not paid when due under such invoices.

Any service ordered by the CLIENT or entailed by the CLIENT's orders and which is not included in the scope of the Services will be considered as a pay per hour additional service, which is compensated on basis of the PROVIDER's hourly rates then in effect, and which is invoiced together with the Services in a separated billing line. Except the additional invoicing of these additional services, they are subject to the present agreement as any other Service.

Article 4 Warranty

PROVIDER warrants that its maintenance and technical support, as well as any other work or service that it will provide, will be carried out in good faith, according to the rules of the art and with all respect for any third parties' rights.

In the event of any breach of the warranty in this Section, in addition to any other remedy to which CLIENT may be entitled, PROVIDER shall take all action necessary at its expense to remediate any breach and to comply with the warranty.

Article 5 Confidentiality

PROVIDER respects the Service Provider Confidentiality Agreement in Annex 2, which is part of the present Agreement.

Article 6 Client Data

"Client Data" means the data and software of CLIENT that are uploaded by CLIENT to PROVIDER's Server (and which include the data of the CLIENT's users, customers and any other third party interacting with the CLIENT's Infrastructure). Uploading of Client Data must be in accordance with

PROVIDER's then-current reasonable specifications and guidelines, and within the limits of the authorized use of the service as set forth in the Present Agreement and its annexes. Such Client Data will be kept confidential by PROVIDER (and its contractors, if any), unless CLIENT decides to treat them otherwise (i.e. public making as part of a website). Besides CBLUE's own security (including backup) measures, it is the CLIENT's responsibility to maintain its own adequate back-ups of such Client Data in order to ensure continued use, security and retention. The CLIENT warrants that Client Data and the uploading and storage of such data will not infringe, misappropriate or violate the rights or intellectual property of any third party. The CLIENT is responsible for the accuracy, integrity, completeness and content of Client Data. PROVIDER will have no responsibility for any loss of Client Data.

The CLIENT shall be responsible to maintain adequate technical and procedural access controls and system security requirements and devices to ensure that there is no unauthorized or improper access to or use of the PROVIDER's Services or violation of data privacy or confidentiality from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, visitors, customers or affiliates of CLIENT.

PROVIDER shall not be responsible or liable for any unauthorized or improper access to Client Data where such access or use originates outside of PROVIDER's server or from, by or through any equipment, computers, networks, communication links or devices, offices, facilities, employees, agents, representatives, contractors, visitors, customers or affiliates of the CLIENT.

The CLIENT warrants to the Provider that it has the legal right to disclose any personal data that it does in fact disclose to the Provider under or in connection with this Agreement, and that the processing of that personal data by the Provider in accordance with this Agreement will not breach any applicable Belgian and European data protection or data privacy laws and regulations, or any other applicable law regarding data protection and privacy (including Directive 95/46/CE, GDPR Regulation (EU) 2016/ 679 or any implementation included). To the extent that PROVIDER processes knowingly (in other words, after having been specifically informed of such fact in written by the CLIENT) personal data disclosed by the CLIENT, the Provider warrants that: i) it will act in the capacity of Processor and only on instructions from the CLIENT in relation to the processing of that personal data and ii) it has in place appropriate security measures (both technical and organizational) against unlawful or unauthorised processing of that personal data and against loss or corruption of that personal data (these measures are described in the technical description of the service, which de CLIENT deems adequate and proportionate to the nature of the personal data).

Article 7 Passwords and Access.

User IDs (e.g., logins), passwords and access to the Services and Client Data residing on PROVIDER's server, granted by the PROVIDER, will be administered and governed by PROVIDER's then-current reasonable guidelines and procedures, if any and if applicable.

The CLIENT is responsible for any and all activities that occur under its account and for the confidentiality of all User IDs and passwords of users and for the confidentiality of any other security-related information disclosed to the CLIENT.

The CLIENT must safeguard such User IDs, passwords, and security-related information.

The CLIENT is also fully responsible for any User IDs (e.g., logins), passwords and access that the CLIENT grants and administers itself.

The CLIENT must notify PROVIDER of any known unauthorized use of CLIENT's account and any other breach of security relevant to this Agreement or PROVIDER.

Article 8 Intellectual property

The software, parameters, information, configuration, architecture and/or documentation installed and used by PROVIDER to manage its servers and to host the Client Data, as well as any modification thereof or any development made by PROVIDER, and the copyrights and intellectual property therein and thereto, are the property of PROVIDER and/or of PROVIDER's licensors.

PROVIDER does not and will never assign or convey ownership of any copyright, patent, trade secret or other intellectual property to CLIENT. CLIENT remains owner of its Client Data.

Article 9 No Unlawful, Harmful or Disreputable Purpose.

The CLIENT warrants that the CLIENT will not use the Services for any unlawful, dishonest, disreputable, illegitimate, damageable or immoral purpose and will not disparage PROVIDER or its Services to others.

Amongst others, in addition to any other requirements associated with the use of the Services, the CLIENT may not and agree not to:

- use the Services in any manner that could interrupt, damage, disable, degrade, overburden or impair the PROVIDER;

- circumvent, reverse engineer, decrypt, or otherwise alter or interfere (or attempt, encourage or support anyone else's attempt to do any of the foregoing) with any part or portion of the Services, including without limitation, any security aspects or content protection of the Services;

- use the Services to upload, post, link to, transmit, distribute or otherwise publish any information, content, or materials that are false, fraudulent, misleading, unlawful, threatening, abusive, harassing, hateful, racially, ethnically, or otherwise objectionable, libelous, defamatory, obscene, vulgar, offensive, incendiary, pornographic, profane, sexually explicit or indecent, or which causes annoyance, inconvenience or needless anxiety, is in breach of confidence, in breach of any intellectual property rights or otherwise is in breach of or violates any applicable law or regulation, including, without limitation, any material which encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law or regulation;

- use the Services to violate, plagiarize or infringe the rights of third parties, including, without limitation, copyright, trade mark, trade secret, confidentiality, contract, patent, rights of privacy or rights of publicity or any other proprietary or legal right;

- use the Services to transmit, distribute or otherwise publish any information or material which constitutes or contains a virus, spyware, or other harmful component, or which contains any embedded links, advertising, chain letters or pyramid schemes of any kind;

- create links to websites or materials that could harm others' computers or would allow others to inappropriately access software or websites;

- use the Services to send or to facilitate or encourage the sending of, unsolicited bulk mail or other illegal communications;

The Services are not intended for, and the access grant does not include, and the CLIENT will not use any of the software or Services for any application that is of a hazardous nature or that has the potential of injury to or death of persons.

Article 10 Hardship

Neither Party shall be liable to the other under this Agreement for failure to perform its obligations to the extent that such failure is caused by an event of Force Majeure as determined by the courts of Belgium (but at least including any cause that is unforeseeable and outside of its reasonable control, including but not limited to: earthquakes, floods, fires, epidemics, riots, terrorist and criminal actions, absence or delay in transport or communication).

A Party claiming to be unable to perform its obligations under this Agreement for a reason of an event Force Majeure, shall promptly inform the other Party of the occurrence of such event. In that latter case the Parties shall discuss in good faith and exert their best efforts to overcome the event of Force Majeure.

Should the event of force majeure continue or be expected to continue for more than seven (7) business days as from the notification as mentioned above, the parties shall have the right to terminate this Agreement.

Article 11 Prevalence of and Amendments to this frame contract

The present Agreement shall govern any relationship between the parties. This agreement supersedes all previous agreements, written or verbal. It shall prevail on any other contractual terms between the parties, unless an explicit exception is made by way of a written clause, signed by both parties.

Any amendment to this Agreement shall be declared null and void unless it is made by way of a written contract, signed by both parties.

The application of any general terms and conditions of CLIENT is explicitly excluded.

Article 12 Duration & Termination

Unless provided otherwise in the quotation, this Agreement is for an initial period of 18 (eighteen) months as from the date of its execution as mentioned below, or in absence thereof, as from the starting period of the Services as mentioned on CBLUE's first invoice. The Agreement shall then automatically and tacitly renew for periods of 1 (one) year, unless a party has given to the other a non-renewal notice at least 3 (three month) prior to the expiration date.

Unless provided otherwise, these terms as regards the duration of the Services shall apply to any Service Order separately. The order of any additional Service will start a new initial period of 18 (eighteen) months for all SERVICES as from the date of such new order.

CLIENT can terminate the contract any time by giving a 3 months notice period and paying an early termination indemnity of half of the fees that would have been due for the rest of the period until its expiration date.

If either Party is in breach of the terms of this Agreement, the Party not in default may give notice to the other of such breach. If the breach is capable of remedy and is not remedied within seven (7) working days, or if the breach is not capable of remedy, this Agreement may be terminated immediately, and without intervention of the courts and tribunals, by notice in writing by the non-defaulting Party.

Either party may terminate this Agreement with immediate effect by written notice to the other party i) if the other party has declared bankrupt, enters into liquidation or into any scheme or arrangement with its creditors (otherwise than for the purpose of a bona fide amalgamation or reconstruction) or ii) if a moratorium of payments has been declared, or iii) if any proceeding of bankruptcy, insolvency or other law for the relief of debtors, including the appointment of any receiver or trustee or assignment for the benefit of creditors shall be instituted.

The duties and responsibilities of PROVIDER and CLIENT will, unless otherwise agreed, continue in full force during any termination notice period.

Termination or expiry of this Agreement will not affect the rights and obligations which may have accrued to the parties prior to the date of such termination or expiry. The clauses of this Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall survive any termination or expiration hereof.

Upon expiration or earlier termination of this Agreement:

- PROVIDER will immediately (at least within seven (7) days after the end of the Agreement) return at its cost to CLIENT all information which is in PROVIDER's or its Contractors' possession in whatever form. PROVIDER can perform this obligation by making available to the CLIENT for download a bundled file of the Client Data during 7 days (starting at the sending of a notification to the CLIENT per email);

- each Party shall return or destroy (or provide a certificate of having destroyed) the other Party's Confidential Information;

- any IP address, server or any other facility assigned to the CLIENT shall be promptly released;

- 14 days after the Termination or expiry of this Agreement, PROVIDER shall have no obligation to maintain or provide any of the Client Data and shall thereafter, unless legally prohibited, have the right to delete all Client Data in its systems or otherwise in its possession or under its control.

- CLIENT can arrange with PROVIDER the pickup of any equipment owned and provided by the CLIENT during 1 month after termination. After this period, if the equipment is still in possession of PROVIDER or located in PROVIDER's premises, it shall be considered definitely relinquished by the CLIENT, and its property is fully, immediately and definitely transferred to CBLUE

Article 13 Notices

Any notice issued in connection with this Agreement will be in writing and sent by registered letter or courier delivery.

Article 14 Severability & Waiver

If one or more provisions of this Agreement are declared null or impracticable, the parties (or the competent jurisdiction) shall replace said provision(s) by a valid and feasible provision which, in so far as possible, will achieve the economic, commercial or other intended purpose of the aforementioned null or impracticable provision. The remaining provisions of the Agreement shall remain in force.

The waiver by a Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

Article 15 Applicable Law and competent jurisdiction

This Agreement, as well as any other agreement that is executed in connection to this Agreement, shall be governed and construed in accordance with the laws of Belgium, without application of its conflict of law or choice of law rules.

The parties irrevocably submit to the jurisdiction of the Courts and Tribunals of Namur (Belgium) for any action or proceeding regarding this Agreement or any other agreement that is executed in connection to this Agreement.