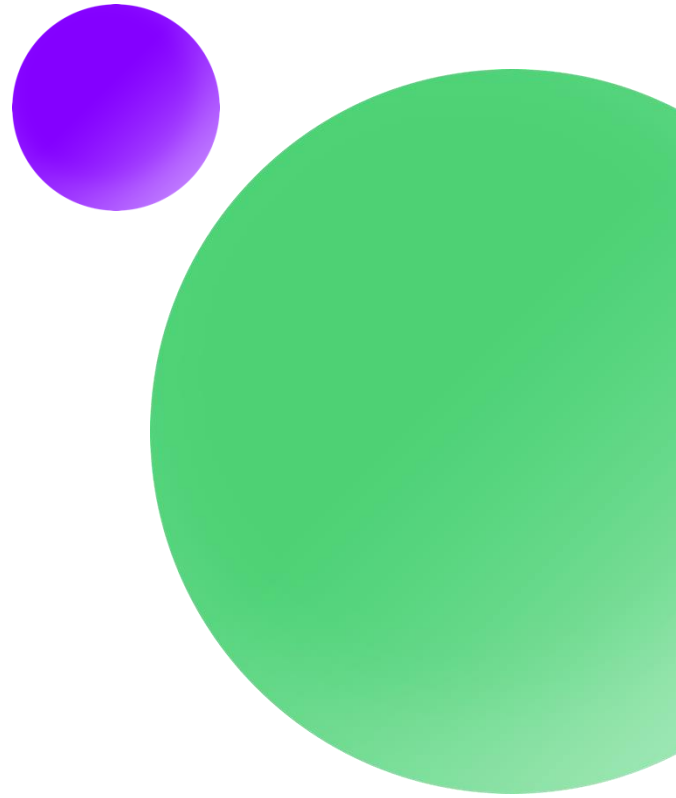




General conditions

Version 2022-01 (BE)

CHAPTER 1: GENERAL PROVISIONS

1 WHAT DEFINITIONS DOES WORTELL USE?

- 1.1 In these Terms and Conditions, the following definitions shall apply:
- a. **Wortell:** Wortell Belgium nv, located at Reyerslaan 80 in Brussels, as well as all group companies directly or indirectly related to this company, users of these General Terms and Conditions.
 - b. **The General Conditions:** these general conditions applicable to and forming part of the Agreement(s) (Master and Partial Agreement(s)).
 - c. **Cloud service(s):** a service purchased and charged per unit (e.g. user or device) per month. The basis is a standard Cloud environment offered by Wortell or a Partner. In addition, Wortell adds its own knowledge and expertise, in the form of additional software and efforts, to ensure that the service meets the needs of the Customer as closely as possible.
 - d. **Cloud environment:** making computing power, storage, security, software and data available on demand over the Internet. The user of information is not responsible for the hardware and software and purchases automation as a service. The user does own the data stored within this Cloud environment.
 - e. **Infrastructure:** a set of Cloud services that combines Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS) and/or local components, for the purpose of providing computing services including, but not limited to, servers, storage, databases, network functions, software, analytics functions and intelligence over the Internet.
 - f. **Customer:** the natural or legal person for whose benefit Wortell provides services.
 - g. **Partners:** a third party acting as Wortell's partner(s) and supplier(s), such as Microsoft Corporation.
 - h. **The Master Agreement:** umbrella agreement containing the outline of mutual, often repetitive obligations, requiring future business to be discussed only at the level of detail
 - i. **The Agreement(s):** the written Performance(s) agreed upon by the Parties set forth in a Proposal, also referred to as Partial Agreement.
 - j. **Partial Agreement:** agreement or quotation
 - k. **Parties:** Wortell and Customer.
 - l. **Employees:** this refers to all employees, whether employees or self-employed, who are under contract with Wortell or hired by Wortell under the responsibility of Wortell
 - m. **Performance(s):** the services or work determined in consultation between the Parties, which are to be performed by Wortell for the benefit of the Customer and the conditions, including these conditions, under which the certain services are to be performed and therefore mutually agreed upon.
 - n. **Experience Level Agreement:** the agreements concerning a certain service level which are explicitly agreed upon in writing by the Parties.

- o. **Processor Agreement:** an additional Agreement between the Parties, which sets forth how Wortell, in its capacity as a processor within the meaning of the General Data Protection Regulation (AVG), will handle personal data.
- p. **Post-calculation:** project form where a budget of the number of hours to be spent is made in an agreement before the work begins, but only the actual hours incurred are charged. These may be fewer or more hours.
- q. **Software as a Service (SaaS):** the 'remote' provision and maintenance by Wortell or a Partner of software available to Customer via the Internet or another data network, without providing Customer with a physical carrier containing the relevant software.
- r. **Platform as a Service (PaaS):** the virtual provision by Wortell or a Partner as a service over the Internet of a platform through which applications can be developed, run or managed.
- s. **Infrastructure as a Service (IaaS):** the provision and maintenance by Wortell or a Partner as a service, via the Internet, of virtual availability of (network) equipment.
- t. **Microsoft:** the Partner of Wortell being the Microsoft Corporation.
- u. **License Agreement:** Agreement for use of one or more Subscriptions upon payment of a Premium.
- v. **Subscription:** Microsoft License or Online service from Microsoft.
- w. **Right of Use:** a functionality assigned by Customer to a user or device within Customer's environment for which a Subscription is required.
- x. **Contract Period:** the period for which an Agreement applies.
- y. **CloudPortal:** an online portal in which all active Subscriptions as well as other relevant information are displayed online.
- z. **Premium:** The periodic cost of a Subscription.

2 WHEN DO THESE TERMS AND CONDITIONS APPLY?

- 2.1 These General Terms and Conditions apply to all quotations, offers, Agreement(s) and Performance of Wortell, including any follow-up agreement, processing agreement and/or amended or supplementary agreement, as well as to all legal relations with Customer as a result thereof or in connection therewith.
- 2.2 Deviations from and additions to these General Terms and Conditions are valid only if agreed upon in writing between the Parties.
- 2.3 The applicability of purchasing or other terms and conditions of Customer is expressly rejected by Wortell and Customer agrees to them.
- 2.4 If any provision of these General Terms and Conditions is void or annulled, the other provisions will remain in full force and effect. Wortell and Customer will then consult on new or replacement provisions, which as far as possible have the same scope as the void or annulled provisions.
- 2.5 Wortell is entitled to change its products and services unilaterally. Wortell will notify Customer of the changes in a timely manner. There will be at least one (1) month between the notification and the effective date of the amended terms and services. In doing so, our starting point is that we will always provide a product or service that remains at least the same or offers an equal experience.

3 WHAT INFORMATION DOES WORTELL EXPECT FROM THE CUSTOMER IN ADVANCE?

- 3.1 In order to make appropriate offers, it is very important that Customer provide accurate and complete information to Wortell. Wortell bases its offers on this information. The Customer guarantees the accuracy and completeness of the data provided by or on behalf of him to Wortell.
- 3.2 If it appears that the information required for the execution of the Agreement(s) has not been provided to Wortell in a timely or complete manner, Wortell has the right to suspend the execution of the Agreement(s) and/or charge the Customer for the additional costs resulting from the delay according to its current rates.

4 WHAT FINANCIAL ARRANGEMENTS APPLY?

- 4.1 All prices are exclusive of sales tax (VAT) and other levies imposed or to be imposed by the government. Unless otherwise agreed, all prices are always in euros and Customer must make all payments in euros.
- 4.2 Unless the Parties have agreed otherwise in writing, all preliminary calculations or budgets issued by Wortell are without obligation. No rights or expectations can ever be derived from these by the Customer. An available budget made known to Wortell by the Customer will never count as an agreed (fixed) price, unless explicitly agreed otherwise in writing.
- 4.3 Obvious errors in pricing are not binding on Wortell.
- 4.4 The data from Wortell's records provide proof of the Performances performed by Wortell and the amounts owed by the Customer for them

and are therefore leading. The Customer is free to provide evidence to the contrary.

- 4.5 Wortell will send all invoices to Customer electronically. Unless the Parties have agreed otherwise in writing, payment of invoices must be made within 30 days of the invoice date. Objections to the amount of an invoice do not suspend the payment obligation.
- 4.6 The term of payment mentioned in paragraph 5 of this article is to be considered a fatal term. If the Customer fails to fulfill one or more payment obligations, on time or in full, Wortell is entitled to charge interest from the expiration of the due date until the date of full payment. This interest is equal to the legal interest rate for late payments as provided for in the law of August 2, 2002 on combating late payments.
- 4.7 When work has to be performed outside regular working hours at the request of the customer or due to other necessary nature, Wortell will increase the agreed hourly rates. In accordance with the time slots and percentages below:
- a. Monday to Friday between 19:00 and 00:00 - 125%
 - b. Tuesday to Friday between 00:00 and 07:00 - 150%
 - c. Between Friday 00:00 and Monday 07:00 - 150%
 - d. National Holidays - 200%
- 4.8 Wortell is at all times entitled to request advance payment or security for the fulfillment by the Customer of his obligations under the Agreement(s). If the Customer does not comply with such a request, Wortell will not be liable for any damages resulting from termination or suspension of the work by Wortell. In the case of education and training, Wortell may exclude participants from participation, all other rights of Wortell remain intact.
- 4.9 Set-off of an invoice against a claim by Customer against Wortell is only possible if the claim in question has been acknowledged by Wortell in writing and the principle of set-off is accepted by Wortell.
- 4.10 If the Customer fails to pay an invoice or other payment obligation after a reminder or notice of default, Wortell will pass on the claim. The resulting extrajudicial and judicial costs will be borne by the Customer, with a minimum of €500 (in words: 500 Euro). These costs also include all costs of external experts.
- 4.11 If the performance of an Agreement(s) is delayed due to Customer's failure to provide the commitment, cooperation or task performance described in the relevant Agreement(s), or is otherwise caused by Customer, then the costs caused by the delay shall be borne by Customer.
- 4.12 If Wortell has a due and payable Claim against Customer that is not satisfied, Wortell is entitled to suspend the service level of the relevant service, or part thereof, to Customer. This shall not affect Customer's obligation to satisfy the due and payable Claim. Upon receipt of the due Claim, the service level will be restored.
- 4.13 The above paragraph is not applicable when the fulfillment of the agreements by the other party is prevented by the actions of Wortell.

5 WHEN MAY WORTELL ADJUST ITS PRICES?

- 5.1 If there is a periodic payment obligation and/or a daily or hourly rate has been agreed upon with the Customer, Wortell is entitled to implement an annual price increase as a result of inflation.
- 5.2 In addition to the indexation mentioned in paragraph 1 of this article, Wortell also has the right to change the prices and rates on an interim basis, even after the date of an order confirmation, in case of substantially increased operating costs including, but not limited to, increased labor costs, due to tightness in the labor market or if the products and services of suppliers have become more expensive and a price change is reasonable. The foregoing price change is permitted regardless of whether the circumstances leading to this price change were foreseeable at the commencement of the Agreement(s).
- 5.3 For those portions of the service purchased by Wortell, and delivered on to Customer, Wortell has the right to pass on to Customer any price and rate changes implemented by Wortell's suppliers.
- 5.4 The price increases mentioned in paragraphs 1, 2 and 3 will be announced by Wortell to Customer at least one (1) month in advance. Customer may not terminate the Agreement(s) if he would not agree with these price changes.
- 5.5 Upon automatic renewal of agreement(s), the then current prices will take effect.

6 HOW DO PARTIES HANDLE CONFIDENTIAL DATA AND EACH OTHER'S PERSONNEL?

- 6.1 Each of the Parties will ensure that all information received from the other Party of which Party knows or should reasonably know that it is of a confidential nature will remain secret. This prohibition does not apply when the provision of such data to a third party is necessary pursuant to a court or arbitration ruling, a legal regulation or - as far as Wortell is concerned - for the proper execution of the Agreement(s) by Wortell, in which cases the Party requested to provide the data will inform the other Party in advance. The Party receiving confidential data will only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it is designated as such by the Party providing it.
- 6.2 Customer is aware that the software, systems and documentation originating from or made available by Wortell are always confidential in nature and that they contain or may contain trade secrets of Wortell, its suppliers or the producer of the software, systems and documentation.
- 6.3 The parties agree that during the term of the Agreement(s) as well as for one (1) year after the end thereof, they will only, after mutual consultation and after payment to the other party of an appropriate, reasonable compensation for all recruitment, selection and training costs, employ or otherwise, directly or indirectly, allow employees of the other party who are or have been involved in the execution of the Agreement(s) to work for them. Unless not permitted under rules of

mandatory law, such compensation shall be set at a minimum of €20,000 (in words: twenty thousand Euros).

7 HOW DO PARTIES DEAL WITH PRIVACY AND DATA PROCESSING?

- 7.1 If the General Data Protection Regulation (AVG) applies to (part of) the Performance, Parties will enter into a supplementary Processor Agreement in the context of the performance of the Performance. In this, Wortell is to be regarded between the Parties as a processor and Customer as a data controller within the meaning of the General Data Protection Regulation (AVG).
- 7.2 Customer Data will be used by Wortell solely to provide the services to Customer. Wortell will not use Customer Data for other purposes. Customer retains all rights to the Customer Data.
- 7.3 If the customer data (also) involves personal data, the provisions of paragraph 1 of this article apply equally.
- 7.4 If the service is provided by a third party Cloud provider, the processing of personal data is subject to the most recent version of that provider's terms of use. The Microsoft processing agreement and/or any other third party engaged will prevail.
- 7.5 Wortell will not make Customer Data available outside its own organization and companies affiliated with it in the Wortell - group, unless ordered to do so by Customer, or if required or required by these General Terms and Conditions, pursuant to or for the performance of an Agreement(s), or by law.
- 7.6 Customer is responsible for the accuracy, quality, integrity, legality, reliability, suitability and ownership of the Customer Data. Customer will ensure all relevant consents for its use of the Customer Data and for making the Customer Data available to Wortell for the purpose of executing an Agreement(s), including the collection, use, processing, transfer and provision of personal data.
- 7.7 If, pursuant to a request or authorized order issued by a government authority or in connection with a legal obligation, Wortell performs work with respect to data of Customer, its employees or users, all related costs will be charged to Customer.
- 7.8 Customer will inform individual users of the Cloud Service provided by Wortell that their data may be processed for the benefit of and provided to government agencies and will ensure their consent.
- 7.9 Customer shall, upon discovering a flaw or leak in a service provided by Wortell, report it to Wortell and not publicly disclose it before Wortell and/or the supplier or relevant third-party provider have had reasonable time to correct the flaw or leak ("responsible disclosure").
- 7.10 During the term of the Services, Customer has the possibility and the right to access and request data from the Customer Data. Wortell retains, (only) in a view function, the Customer Data for a maximum period of 90 days after the end of the service (unless otherwise agreed in the Processor Agreement). After that 90-day period, the customer data will be deleted by Wortell.

8 WHAT AGREEMENTS ARE IN PLACE REGARDING RISK AND SECURITY?

- 8.1 The risk of loss, theft, embezzlement or damage to items, data (including user names, codes and passwords), documents, software or data files manufactured, delivered or used within the scope of the performance of the Agreement(s) shall pass to Customer at the time they are placed under the actual control of Customer or an assistant of Customer.
- 8.2 If the Agreement(s) require Wortell to provide information security, such security shall conform to the specifications on security agreed upon in writing between the Parties. Wortell does not guarantee that the information security will be effective under all circumstances. If the Agreement(s) do not explicitly describe how the security is arranged, the security will meet a level that is not unreasonable, given the state of the art, the sensitivity of the data and the costs associated with providing security.
- 8.3 The access or identification codes and certificates provided to the Customer by or on behalf of Wortell are confidential and will be treated as such by the Customer and will only be disclosed to authorized personnel from the Customer's own (customer) organization. Wortell has the right to change assigned access or identification codes and certificates. Customer is responsible for managing authorizations and providing and timely revoking access or identification codes.
- 8.4 Customer shall adequately secure its systems and Infrastructure and have anti-virus software in operation at all times.
- 8.5 If the Customer's Infrastructure is fully or partially dependent on platforms and services provided by third parties, the delivery of performance is also dependent on the availability of these platforms and services. The risk of failure or otherwise unavailability of these platforms and services rests with the Customer at all times, and Wortell is not bound to the obligations arising from the Agreement(s) for the duration of this situation. This does not entitle the Customer to terminate the Agreement(s) prematurely or to a refund of (part of) the Premium.
- 8.6 Wortell may issue instructions to Customer with respect to security aimed at preventing or minimizing incidents or the consequences of incidents that may affect security. If Customer fails to comply with such instructions from Wortell or any relevant governmental body, or fails to do so in a timely manner, Wortell shall not be liable and Customer shall indemnify Wortell for any damage that may arise as a result.
- 8.7 If Customer discovers or suspects unauthorized access to and/or use of the Services, Customer shall immediately take all necessary measures to prevent such unauthorized access and loss and/or damage resulting therefrom, and shall notify Wortell immediately. Failure of Customer to notify Wortell without undue delay shall constitute gross negligence on the part of Customer.

- 8.8 If Customer discovers vulnerabilities in any of the Services provided, Customer must notify Wortell immediately.
- 8.9 Customer is liable for all unauthorized use of the Services through login credentials provided to him. Wortell is not liable for damage resulting from foreign software elements including, but not limited to, logic bombs, viruses, spyware, malware or worms, if these have ended up on the Customer's environment as a result of actions by the Customer and/or his users. Customer indemnifies Wortell against all claims by third parties relating to damage or otherwise, in any way whatsoever, resulting from the use and/or acts as mentioned in this article.
- 8.10 Wortell always has the right to take technical measures to protect its services against unlawful use and/or against use in a different way or for different purposes than agreed upon between the parties. Customer will never (have) technical provisions intended to protect services removed or (have) circumvented.
- 8.11 The Customer indemnifies Wortell against all claims by third parties relating to damage or otherwise, in any way whatsoever, resulting from content posted by the Customer. Wortell reserves the right to change or remove content itself without this leading in any way to any right to compensation. Removal or modification may take place, among other things, if the content infringes on the (intellectual property) rights of third parties or otherwise violates laws and/or regulations.

9 RETENTION OF TITLE AND SUSPENSION

- 9.1 All items delivered to Customer shall remain the property of Wortell until all amounts due by Customer to Wortell under the Agreement(s) have been paid to Wortell in full.
- 9.2 Rights are granted or transferred to Customer, where applicable, subject to Customer having paid all amounts due under the Agreement(s).
- 9.3 Wortell may retain the data, documents, software and/or data files received or realized in connection with the Agreement(s), notwithstanding any existing obligation to surrender or transfer, until Customer has paid all amounts due to Wortell.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Agreements to transfer intellectual property rights, are only valid when in writing (and not being by e-mail) and expressly entered into. If Wortell transfers intellectual property rights, this does not affect Wortell's right or ability to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying the development of the work for other purposes, either for itself or for third parties, without any limitation. In the event of the transfer of an intellectual property right, Wortell has the right to continue to make developments for itself or a third party that are similar or derived from those made or to be made for the benefit of Customer.
- 10.2 All intellectual property rights to the works developed or made available to the customer under the Agreement(s), such as software,

data files, training materials, analyses, designs, documentation, reports, quotations, advice, as well as preparatory materials thereof, belong exclusively to Wortell, its licensors or its suppliers. The Customer will only acquire the rights of use expressly granted by these General Terms and Conditions, the Agreement(s) and by mandatory law. Any right of use granted to the Customer is non-exclusive, non-transferable, non-sub-licensable and non-assignable.

- 10.3 Customer will not remove or alter (or cause to be removed or altered) any indication(s) concerning the confidential nature or concerning copyrights, brands, trade names or any other right of intellectual property from the works.
- 10.4 Even if the Agreement(s) does not expressly provide for this, Wortell is always permitted to install technical provisions to protect materials that are subject to intellectual property rights in connection with an agreed restriction on the content or duration of the right to use these materials. Customer shall not remove such technical provision(s) or have them removed or circumvented.
- 10.5 Wortell indemnifies the Customer against any claim by a third party based on the allegation that materials (including software, data files, writings) developed by Wortell itself infringe on an intellectual property right of that third party, under the condition that the Customer immediately informs Wortell in writing about the existence and content of the claim and leaves the handling of the case to Wortell. The conclusion of any settlements must also be left entirely to Wortell. Customer will provide the necessary powers of attorney, information and cooperation to Wortell for this purpose. This obligation to indemnify will lapse if the alleged infringement relates (i) to materials made available by the Customer to Wortell for use, adaptation, processing or maintenance, or (ii) to changes that the Customer has made or had made to the software, website, data files, equipment or other materials without written permission from Wortell. If it has been irrevocably established in court that the materials developed by Wortell itself infringe any intellectual property right belonging to a third party, or if, in the opinion of Wortell, there is a reasonable chance that such an infringement will occur, Wortell will, if possible, ensure that the Customer can continue to use the delivered, or functionally equivalent other software, websites, data files, equipment or materials. Any other or more extensive indemnification obligation of Wortell due to infringement of an intellectual property right of a third party is excluded.
- 10.6 Customer warrants that no rights of third parties oppose making available to Wortell equipment, software, materials, data files, designs and/or other works for the purpose of use, maintenance, adaptation, installation or integration. The Customer indemnifies Wortell against any claim by a third party based on the allegation that such making available, use, maintenance, adaptation, installation or integration infringes any right of that third party.

- 10.7 Wortell is never obliged to perform data conversion unless expressly agreed in writing with the customer.
- 10.8 Wortell is entitled to use image, logo or name of Customer in its external communications.

11 HOW DO PARTIES WORK TOGETHER?

- 11.1 Parties acknowledge and agree that the success of the performance(s) agreed upon in the agreement(s) requires commitment and good and - from both sides - proactive mutual cooperation and communication between both Parties and that achieving a successful end result is a shared responsibility and not the final responsibility of (only) Wortell. Parties will always provide each other with all reasonable mutual cooperation in a timely manner. In connection with continuity and good cooperation, both Parties will appoint contact persons. The contact persons have the necessary experience, specific subject knowledge, insight and necessary mandate required for the execution of the Agreement(s).
- 11.2 Notwithstanding the foregoing provisions of paragraph 1 of this Article, the Parties may stipulate a certain division of labor in the Agreement(s).
- 11.3 Each Party shall perform its duties with sufficient quality, quantity and on time. If a Party identifies that the other Party is not making sufficient efforts, that Party will notify the other Party's contact person in writing.
- 11.4 Customer shall bear the risk of selecting the goods and/or services to be provided by Wortell. The Customer shall always take the utmost care to ensure that the requirements to be met by Wortell's Performance are correct and complete. Dimensions and data mentioned in drawings, images, catalogs, websites, quotations, advertising material, standardization sheets, etc. are not binding for Wortell, unless explicitly stated otherwise by Wortell.
- 11.5 If the Customer deploys its own personnel and/or assistants in the execution of the Agreement(s), the Customer will ensure that these personnel and/or assistants have the necessary knowledge and experience. In case Wortell employees perform work on location of the Customer, the Customer will provide the necessary facilities, such as a workspace with computer and network facilities, in a timely manner and free of charge. Wortell is not liable for damages or costs due to transmission errors, malfunctions or non-availability of these facilities, unless the Customer proves that these damages or costs are the result of intent or deliberate recklessness on the part of Wortell's management.
- 11.6 The workspace and facilities will comply with all legal requirements. Customer indemnifies Wortell for claims by third parties, including Wortell employees, who, in connection with the execution of the Agreement(s), suffer damage resulting from acts or omissions of the Customer or unsafe situations in his organization. Customer will make the house and security rules applicable within his organization known

to the employees deployed by Wortell before the commencement of the work.

- 11.7 If, in connection with Wortell's services and products, the Customer makes software, equipment or other resources available to Wortell, the Customer is responsible for obtaining all necessary licenses or approvals regarding these resources that Wortell may require.
- 11.8 Customer is responsible for management (unless otherwise agreed), including control of settings, use of the products and/or services provided by Wortell, and how the results of the products and services are used. Customer is also responsible for instruction to, and use by, users.
- 11.9 Customer will meet all project requirements and/or preparations relevant to the start of the work in a timely manner. To the extent that Customer fails to do so in a timely manner and the work has already been scheduled by Wortell, if the work cannot be performed, the scheduled days will be charged to Customer.
- 11.10 If both Parties participate with one or more employees deployed by them in a project, steering committee or service management consultation, the provision of information will take place in the manner agreed for the project, steering committee or service management consultation.
- 11.11 Decisions taken in a project, steering committee or service management consultation in which both Parties participate, only bind Parties if the decision-making is done in accordance with what has been agreed upon in writing between Parties or, in case there are no written agreements about this, if Wortell has accepted the decisions in writing. Wortell is never bound to accept or implement a decision if, in its judgment, it is incompatible with the content and/or proper execution of the Agreement(s). Customer guarantees that the persons appointed by it to be part of a project, steering committee or service management consultation are entitled to make decisions that are binding for Customer.
- 11.12 In order to enable proper performance of the Agreement(s), the Parties will always provide each other with any data or information reasonably required by the other Party in a timely manner.
- 11.13 Customer guarantees the accuracy and completeness of the data, information, designs and specifications provided by him to Wortell. If the data, information, designs or specifications provided by the Customer contain inaccuracies known to Wortell, Wortell will inquire about this with the Customer
- 11.14 If requested, Customer will cooperate immediately with any investigation to be conducted by or on behalf of Wortell in connection with compliance with any agreed usage restrictions. Wortell will keep confidential all confidential business information that it receives from or at the Customer in the context of an investigation, insofar as that information does not relate to the use of the Services themselves.
- 11.15 Customer shall provide Wortell's employees with access to locations and areas as reasonably required to provide the Performance(s), as

well as for the investigations referred to in the paragraph above. Wortell will only use these access rights for the purpose of providing the Performance(s) and conducting investigations. Wortell's access rights will terminate upon termination of the Agreement. Employees of Wortell will comply with the Customer's rules applicable to the site and premises.

12 HOW DO PARTIES DEAL WITH SCHEDULES?

- 12.1 Work is scheduled upon receipt of a signed order confirmation. Employees will always be scheduled for whole and/or half days. Work performed will always be billed on a half-day basis.
- 12.2 The cancellation of scheduled work is possible, however, the following costs must be taken into account:

Time of cancellation	Payment scheduled deployment
6 business days or more before scheduled date	No payment
3-5 business days before scheduled date	50% of planned deployment
1-2 business days before or on the scheduled date	100% of planned deployment

- 12.3 Wortell will make reasonable efforts to meet the (delivery) deadlines and/or (delivery) dates mentioned or agreed upon by the parties. Interim (delivery) dates mentioned by Wortell or agreed upon between parties are target dates, are not binding to Wortell and are always indicative.
- 12.4 If an overrun of the schedule or any part thereof is imminent, Wortell and Customer will consult to discuss the impact of the overrun on the further schedule.
- 12.5 In all cases - thus, even if Parties have agreed on a final (delivery) deadline or (delivery) date - Wortell will only be in default due to a failure to meet the deadline after the Customer has given Wortell written notice of default, in which the Customer gives Wortell a reasonable period to remedy the shortcoming and this reasonable period has expired. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Wortell is given the opportunity to respond adequately.
- 12.6 If it has been agreed that the fulfillment of the agreed work will take place in phases, Wortell has the right to postpone the start of the work belonging to a phase until Customer has approved in writing the results of the preceding phase.
- 12.7 Wortell is not bound to any deadline (delivery) date or (delivery) date if Parties have agreed on a change in the content or scope of the Agreement(s) (additional work, change in specifications, etc.) or a change in the approach to the execution of the Agreement(s), or if Customer does not, does not timely or does not fully comply with its obligations arising from the Agreement(s). The fact that (the demand for) additional work arises during the performance of the Agreement(s)

shall never be grounds for Customer to terminate or dissolve the Agreement(s).

13 HOW DO PARTIES DEAL WITH CHANGES AND ADDITIONAL WORK?

- 13.1 All services, deliveries and work performed by Wortell at the request of, in consultation with or with the prior consent of Customer, which are outside the content or scope of the agreed Performance, will be reimbursed by Customer according to the agreed rates.
- 13.2 In case no rates have been agreed upon, Wortell's usual rates shall apply.
- 13.3 Wortell shall have no obligation to comply with any such change or additional work request and may require that a separate written Agreement(s) be entered into for that purpose.
- 13.4 Customer realizes that changes and additional work (may) lead to the shifting of (delivery) deadlines and (delivery) dates. New (delivery) deadlines and (delivery) dates indicated by Wortell replace the previous ones.
- 13.5 Wortell will inform Customer in writing of the financial consequences of the additional services, supplies and work referred to in this article, when requested by Customer.

14 WHAT CONDITIONS APPLY TO THIRD-PARTY PRODUCTS?

- 14.1 If Wortell (re)provides software and/or hardware that is (intellectually) owned by third parties and/or services provided by third parties under the Agreement(s) to the Customer, the terms and conditions of those third parties will apply to those products and/or services, overruling the provisions (whether or not deviating from them) in these General Terms and Conditions.
- 14.2 Wortell is not responsible or liable for performance issues and/or downtime that can be traced to or have their cause in the software and/or online services provided by third parties.
- 14.3 Customer accepts the said terms and conditions of third parties. If and insofar as the aforementioned terms and conditions of third parties in the relationship between Customer and Wortell are deemed not applicable or declared inapplicable for whatever reason, the provisions of these General Terms and Conditions shall apply in full.

15 HOW ARE COMPLAINTS HANDLED?

- 15.1 Complaints about the Services provided must be reported in writing to Wortell by Customer within 14 days after Customer has discovered or could reasonably have discovered them.
- 15.2 If a complaint is justified, in Wortell's opinion, Wortell will still perform the agreed Performance properly, unless this has become demonstrably pointless for the Customer. The Customer must make this known in writing. If performance of the agreed Performance is no longer possible or useful, Wortell will only be liable within the limits of these General Terms and Conditions, in particular with regard to liability.

16 WHEN AND HOW CAN AN AGREEMENT BE TERMINATED?

- 16.1 Unless compliance with future obligations has become permanently impossible, the Parties may only dissolve the Agreement(s) in the event of an attributable failure to perform, if the other Party, after receiving a written notice of default that is as detailed as possible and in which a reasonable period is set for remedying the failure, imputably fails to comply with essential obligations under the Agreement(s). Payment obligations of Customer and all obligations to cooperate and/or provide information by Customer or a third party engaged by Customer shall be deemed to be material obligations.
- 16.2 If at the time of dissolution, Customer has already received Performances in execution of the Agreement(s), these Performances and the related payment obligations will not be subject to undoing, unless Customer proves that Wortell is in default with respect to the substantial part of those Performances. Amounts invoiced by Wortell prior to the dissolution for the part of the Agreement(s) already performed shall, subject to the provisions of the previous sentence, remain due in full and shall become immediately payable at the time of dissolution.
- 16.3 If an Agreement(s) which by its nature and content does not end by completion has been entered into for an indefinite period of time, it may be terminated in writing by either party after proper consultation and stating reasons. If no (different) notice period has been agreed upon between the Parties, a reasonable notice period will apply. Wortell will never be liable for any damages because of termination.
- 16.4 Customer is not entitled to prematurely terminate an Agreement that has been entered into for a definite period of time or an Agreement that ends by completion.
- 16.5 Either Party may terminate the Agreement(s) in whole or in part in writing with immediate effect without notice if the other Party:
- a. Is declared bankrupt or bankruptcy is filed for the other party.
 - b. Whether provisionally or not, applies for and/or obtains suspension of payments.
 - c. Is liquidated or terminated other than for the purpose of reconstruction or amalgamation of enterprises.
 - d. In receivership.
 - e. Otherwise loses disposition of his assets.
- 16.6 Wortell may also terminate all or part of the Agreement(s) with immediate effect if the decisive control of the Customer's business changes, either directly or indirectly. Wortell will never be obliged to refund any money already received or to pay damages because of the termination as mentioned in paragraphs 5 and 6 of this article. If the Customer is irrevocably declared bankrupt, the right of the Customer to use the software, systems, cloud environments and the like that have been made available, as well as the right of the Customer to access and/or use the services of Wortell or its suppliers, will terminate immediately without any notice of termination being required from Wortell.

- 16.7 If Customer fails to give timely notice that it no longer wishes to purchase the service(s), the Agreement will be tacitly renewed for the same period as above.

17 WHAT LIABILITY DOES WORTELL ACCEPT?

- 17.1 The total liability of Wortell due to attributable failure in the fulfillment of the Agreement or on any legal ground whatsoever, expressly including any failure in the fulfillment of an indemnification or warranty obligation agreed upon with the Customer, is limited to compensation for direct damages up to a maximum of the amount invoiced to the Customer under the Agreement(s), excluding VAT, per event or series of related events. If the Agreement(s) is a continuing performance agreement, Wortell's liability is limited to a maximum of the amount invoiced to the Customer under the Agreement(s), excluding VAT, for a period of one (1) year. Under no circumstances will Wortell's total liability for direct damages, on any legal basis whatsoever, exceed €250,000 (in words: two hundred and fifty thousand euros) per event or series of related events. The aforementioned limitation(s) of liability also include any financial obligations of Wortell pursuant to an undoing obligation resulting from a termination of the Agreement(s).
- 17.2 Wortell's total liability for damages due to death, physical injury or due to material damage to property shall never exceed € 1,250,000 (in words: one million two hundred and fifty thousand euros).
- 17.3 The liability of Wortell for indirect damages, consequential damages, lost profits, lost savings, reduced goodwill, damages due to business stagnation, damages as a result of claims by customers of the Customer, damages related to the use of goods, materials or software of third parties prescribed by the Customer to Wortell and damages related to the use of suppliers prescribed by the Customer to Wortell, is excluded. Also excluded is liability by Wortell related to mutilation, destruction or loss of data or documents.
- 17.4 The exclusions and limitations of liability of Wortell described in paragraphs 1 through 3 of this article are without prejudice to the other exclusions and limitations of liability of Wortell described in these General Terms and Conditions.
- 17.5 The exclusions and limitations referred to in paragraphs 1 through 4 of this article shall cease to apply if and insofar as the damage is the result of intentional or deliberate recklessness on the part of Wortell's management.
- 17.6 Unless fulfillment by Wortell is permanently impossible, Wortell's liability due to attributable failure in the fulfillment of an Agreement(s) will only arise if the Customer immediately gives Wortell written notice of default, whereby a reasonable period for the cure of the shortcoming is given, and Wortell continues to fail imputably in the fulfillment of its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Wortell is given the opportunity to respond adequately.

- 17.7 A condition for a right to compensation is always that the Customer reports the damage to Wortell in writing as soon as possible after it occurs. Any claim for damages against Wortell expires by the expiry of twelve months after the occurrence of the claim, unless Customer has filed a legal claim for compensation of damages before the expiry of that period.
- 17.8 Customer shall indemnify Wortell against all third party claims for product liability as a result of a defect in a product or system supplied by Customer to a third party that partly consisted of equipment, software or other materials supplied by Wortell, unless and insofar as Customer proves that the damage was caused by that equipment, software or other materials.
- 17.9 The provisions of this article as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions also apply in favor of all (legal) persons used by Wortell and its suppliers in the execution of the Agreement(s).

18 WHAT HAPPENS IN CIRCUMSTANCES BEYOND THE CONTROL OF THE PARTIES (FORCE MAJEURE)?

- 18.1 None of the Parties is bound to fulfill any obligation, including a legal and/or agreed warranty obligation, if he is prevented from doing so as a result of force majeure. In addition to the provisions of Articles 1147 and 1148 of the Dutch Civil Code, force majeure on the part of Wortell shall in any case include: (i) force majeure of Wortell's suppliers, (ii) failure of suppliers prescribed to Wortell by the Customer to properly fulfill their obligations, (iii) defectiveness of items, equipment, software or materials of third parties whose use has been prescribed to Wortell by the Customer, (iv) an attributable failure by another supplier (including Microsoft) to fulfill its obligations to the Customer, (v) defaults by suppliers or other third parties, (vi) government measures, (vii) power failure, (viii) power outages, computer viruses, failure of internet, data network or telecommunication facilities, (ix) (cyber) crime, (cyber) vandalism, war or terrorism, (x) general transport problems and (xi) epidemics, pandemics and virus outbreaks as well as all (economic) consequences thereof.
- 18.2 If a force majeure situation lasts longer than sixty days, either Party has the right to dissolve the Agreement(s) in writing. That which has already been performed under the Agreement(s) at that time will be settled proportionately, without the Parties owing each other anything else. In that case, Wortell will not be obliged to compensate any damage, not even if Wortell enjoys any advantage as a result of the force majeure situation.

19 WHAT HAPPENS IN CIRCUMSTANCES BEYOND THE CONTROL OF WORTELL?

- 19.1 If and for as long as access to the Customer's Infrastructure by Wortell is not possible as a result of actions performed by or on behalf of the Customer, or which are otherwise within the scope of risk of the Customer, Wortell will not be held to the obligations arising from the

Agreement(s). This does not entitle the Customer to terminate the Agreement(s) prematurely or to a refund of (part of) the Premium.

- 19.2 If a situation lasts longer than sixty days, Wortell has the right to terminate the Agreement(s) in writing. In that case, whatever has already been executed under the Agreement(s) at that time will be settled proportionately, without the Parties owing each other anything else.

20 HOW DO WE HANDLE THE USE OF THE INTERNET?

- 20.1 Using the (Cloud) Services, Customer is prohibited from violating the law or infringing on the rights of third parties.
- 20.2 Customer shall refrain from hindering other customers or Internet users or causing damage to systems of Wortell or other customers. Customer is prohibited from using processes or programs, whether or not through Wortell's systems, that Customer knows or can reasonably suspect will hinder or damage Wortell, its customers or Internet users.
- 20.3 If, in the opinion of Wortell, there is a violation or imminent violation of paragraphs 1 and/or 2 of this article, or if a danger arises to the functioning of the (Cloud) services or related computer systems or networks, in particular due to excessive sending of e-mail or other data, poorly secured systems or activities of viruses, Trojans and similar software, Wortell is entitled to take all measures it reasonably considers necessary to avert or prevent this danger, without being liable to pay damages to the Customer in this regard. The foregoing is without prejudice to any other measures or the exercise of other legal and contractual rights by Wortell against the Customer. In such cases, Wortell will also have the right to terminate the Agreement(s) with immediate effect, without being liable to the Customer as a result.
- 20.4 Wortell cannot be required to form an opinion on the merits of third party claims or on the defense of the Customer, or to be involved in any way in a dispute between a third party and the Customer. In such cases, the Customer will have to address the third party in question and inform Wortell in writing and properly substantiated with documents.

21 CAN RIGHTS AND OBLIGATIONS UNDER THE AGREEMENT(S) BE TRANSFERRED?

- 21.1 Customer may not sell, transfer or pledge its rights and obligations under Agreement(s) to a third party without Wortell's prior written consent.
- 21.2 Wortell has the right to sell, transfer or pledge the rights and obligations under the Agreement(s), including its claims for payment of fees, to a third party without the consent of Customer.

22 WHAT LAW IS APPLICABLE AND HOW DO PARTIES RESOLVE DISPUTES?

- 22.1 These General Terms and Conditions and the Agreement(s) as well as any other legal relations between Wortell and Customer are exclusively governed by Belgian law. Applicability of the Vienna Sales Convention 1980 is excluded.

- 22.2 Because disputes are better resolved than settled, the Parties will first attempt to resolve a dispute, which they have not themselves resolved, through mediation. The mediation will take place according to the CEPINA/CEPANI rules for arbitration, by one or more arbitrators, Brussels being the place of arbitration. The arbitration shall be conducted in the Dutch language. Nothing in this Agreement shall be construed to preclude either Party from seeking interim measures from any court having jurisdiction over the Parties. A request for interim measures shall not constitute a waiver by either Party of its right to have the dispute settled by arbitration.

22.3 .

CHAPTER 2: SERVICE DELIVERY

In addition to the General Provisions of these General Terms and Conditions, the provisions contained in this "Services" chapter shall apply if Wortell provides services of any kind (and whether or not detailed in any of the other chapters of these General Terms and Conditions) to Customer.

23 HOW ARE SERVICES PERFORMED?

- 23.1 Wortell will use its best efforts to perform its services with care, in accordance with the agreements and procedures established in writing with the Customer. All of Wortell's services are performed on the basis of a best-efforts obligation and on the basis of close cooperation with the Customer. There can only be an obligation to deliver a certain result if that result is described and determined in sufficient detail and provided that the achievement of that result does not partly depend on (timely) commitment and cooperation of the Customer, to the extent permitted by law with the exclusion of all implicit and explicit claims of conformity or correctness.
- 23.2 Wortell shall not be liable for any damages or costs resulting from use or misuse made of access or identification codes or certificates, unless the misuse is the direct result of an intentional or knowingly reckless act or omission of Wortell's management.
- 23.3 If the Agreement(s) has been entered into with a view to performance by one particular person, Wortell will always have the right to replace this person by one or more persons with the same and/or similar qualifications.
- 23.4 If instructions or requests from Customer change or supplement the content or scope of the agreed services, the parties will discuss the consequences of this for planning and costs. Wortell is not obliged to follow instructions or requests from Customer.
- 23.5 Wortell cannot guarantee that technical incidents or outages will be resolved in a timely manner.

24 WHAT ARE THE TERMS OF AN EXPERIENCE LEVEL AGREEMENT?

- 24.1 The paragraphs listed below apply only if Wortell provides a Performance for which Wortell has management responsibility.
- 24.2 Agreements concerning a service level (Experience Level Agreement) shall always be expressly agreed in writing. The parties shall always

inform each other of all circumstances that affect or may affect the service level and its availability.

24.3 KPIs mentioned in the SLA are targets.

25 CONSEQUENCES OF TERMINATION

25.1 Upon termination of the Agreement(s), Wortell shall, upon payment by Customer of the costs thereof, in any event make the following data available to Customer in a commonly used electronic format:

- Information (never including source codes and technical documentation) required for the continuation of the services by Customer itself or a third party designated by Customer;
- Up-to-date information on incidents, disruptions and changes during the term related to the Managed Services;

25.2 If the aforementioned information and knowledge bases belong to or belong to third parties, such as Microsoft, the foregoing shall only apply if and to the extent that Wortell itself possesses such information/knowledge bases and is free to share them with Customer.

25.3 If the Parties have agreed on an Exit Strategy, what is agreed therein shall prevail over these General Terms and Conditions.

26 WHO IS RESPONSIBLE FOR BACKUP AND ACCESS TO DATA?

26.1 Customer is responsible for making backups unless expressly agreed otherwise in writing.

26.2 If the parties have agreed that backups of Customer data will be made by Wortell pursuant to the Agreement(s), Wortell will, in accordance with the agreed backup periods, make a full backup of Customer data in its possession. Wortell will keep the backup carefully for the agreed period.

26.3 Customer remains solely responsible for compliance with all legal administration and retention obligations applicable to him. During the term of the Agreement(s), Wortell will always provide Customer with access to the Customer's data upon first request, provided that Wortell has control over it and always with due observance of the procedures and regulations used for this purpose by the third parties on whose systems the data reside.

27 WHEN IS THE DELIVERY CONSIDERED ACCEPTED?

27.1 Upon completion of work with an obligation to achieve a result, Wortell will provide Customer with a completion statement for signature. By signing, Customer declares that the delivered work complies with and functions as agreed upon by the Parties. This acceptance does not reduce Wortell's obligations under any agreed warranty arrangement or maintenance or management agreement(s).

27.2 Customer may not refuse acceptance for reasons unrelated to the specifications expressly agreed between the Parties in writing, nor because of the existence of minor errors that do not reasonably prevent operational or productive commissioning. Acceptance may further not be refused because of aspects that can only be judged subjectively, such as aesthetic aspects of user interfaces. Acceptance shall have the effect of establishing between the Parties that Wortell

has adequately fulfilled its obligations of providing and delivering the Performance(s) as described in the Agreement(s).

- 27.3 For work subject to a deployment obligation, an hour worked and recorded is an hour delivered and accepted by Customer.

CHAPTER 3: CONSULTANCY

The provisions contained in this chapter 'Consultancy' are, in addition to the General Provisions of these General Terms and Conditions and the provisions of the chapter 'Provision of Services', applicable if Wortell provides services in the field of consultancy and advice.

28 HOW ARE ADVISORY AND CONSULTING SERVICES PROVIDED?

- 28.1 Wortell will perform the Consulting Services entirely independently, at its own discretion and not under the supervision and direction of the Customer.
- 28.2 The turnaround time of an assignment in the field of consultancy depends on various factors and circumstances, such as the quality of the data and information provided by Customer and the cooperation of Customer and relevant third parties.
- 28.3 Wortell's services will be performed on Wortell's usual business days and hours. If this is deviated from, Wortell will charge additional fees.
- 28.4 The use made by Customer of any advice and/or consultancy report issued by Wortell is at the risk of Customer. The burden of proof that (the manner of) consultancy services do not comply with what has been agreed in writing or with what may be expected of a reasonably acting and competent supplier rests with the Customer, without prejudice to Wortell's right to provide evidence to the contrary.
- 28.5 Customer shall only have the right to make a communication to a third party about Wortell's methods, methods and techniques and/or the content of Wortell's advice or reports with the written consent of Wortell. Customer shall not provide or otherwise disclose Wortell's advice or reports to any third party.
- 28.6 For occasional Consultancy services, Customer can purchase a Wortell retainer (including strip card). The retainer works on a sliding scale and can be used immediately after signing. The retainer is valid for twelve (12) months after signing. Any residual or unused too good will expire after this period. There will be no refund of the retainer or excess, unless otherwise provided in the Agreement(s).

29 HOW DOES WORTELL REPORT

- 29.1 Wortell will periodically inform Customer on the execution of the work in the manner agreed upon in writing. The Customer will inform Wortell in writing in advance of circumstances that are (or may be) of importance to Wortell, such as the method of reporting, the issues for which the Customer wishes attention, prioritization, availability of resources and personnel and special or possibly unknown facts or circumstances for Wortell. Customer will ensure the further distribution and perusal of the information provided by Wortell within the

organization of Customer and assess this information partly on the basis thereof. Wortell will be informed of this assessment.

CHAPTER 4: CLOUD SERVICES

The provisions contained in this chapter 'Cloud Services' are, in addition to the General Provisions of these General Terms and Conditions and the provisions in the chapter 'Services', applicable if Wortell provides services under the name or in the field of Software as a Service (also referred to as: SaaS) and/or Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS). For the purposes of these General Terms and Conditions, SaaS is defined as: the provision by Wortell or a third-party supplier (such as Microsoft) "remotely" and keeping software available to the Customer via the Internet or another data network, without providing the Customer with a physical carrier containing the relevant software. IaaS is defined as making and keeping (network) equipment virtually available as a service via the Internet. PaaS is defined as the virtual provision of a platform via the Internet as a service with which applications can be developed, executed or managed. SaaS, IaaS, and PaaS service are hereinafter collectively referred to as "Cloud service".

30 HOW IS THE CLOUD SERVICE IMPLEMENTED?

- 30.1 Wortell shall provide the Cloud Service on behalf of the Customer. Customer may not allow third parties to use the Cloud Service(s) provided by Wortell.
- 30.2 If, pursuant to a request or authorized order issued by a government agency or in connection with a legal obligation, Wortell performs work with respect to data of Customer, its employees or users, all related costs will be charged to Customer.
- 30.3 Wortell may require that Customer does not start using the Cloud Service until after Customer has obtained from Wortell or its supplier login codes necessary for use. Such codes are strictly personal and must be kept confidential by Customer.
- 30.4 Wortell may make changes to the content or scope of the Cloud Service.
- 30.5 Wortell may continue the performance of the Cloud Service by means of a new or modified version of the software. Wortell is not required to maintain, modify or add certain features or functionality of the service or software specifically for Customer.
- 30.6 Wortell may temporarily take all or part of the Cloud Service out of service for preventive, corrective or adaptive maintenance or other forms of service. Wortell will not allow the decommissioning to last longer than necessary and, if possible, it will take place outside business hours.
- 30.7 Wortell is never obliged to provide Customer with a physical carrier or download of the underlying software.
- 30.8 Performance of the Cloud Service to be provided by Wortell shall begin in the manner and at the time described in the Agreement(s).

Customer shall ensure that it has the facilities required for the use of the Cloud Service available in a timely manner. If necessary to ensure optimal use of the Cloud Service by the Customer, Wortell may advise the use of certain software and/or equipment. Failure by the Customer to follow this advice may result in reduced functionality of the Cloud Service.

- 30.9 Changes by Customer with respect to the content or scope, including but not limited to the number of users and devices, of the agreed Cloud Service changes or additions will be automatically recorded by Wortell on a monthly basis and charged in accordance with the Premium agreed upon in the Agreement(s).

31 WHAT USAGE RIGHTS APPLY?

- 31.1 If Wortell is the legal supplier of the right of use and the supplier's terms would not apply for any reason, and in case Wortell provides cloud services developed by itself, the provisions of this article shall apply.
- 31.2 Wortell grants Customer a user license to the agreed computer programs and the agreed user documentation (collectively, "the cloud services") for use during the term of the Agreement(s). The right to use the Cloud Services is non-exclusive, non-transferable, non-sub-licensable and non-assignable.
- 31.3 Customer shall always strictly observe the agreed restrictions, of whatever nature or content, on the right to use the cloud services.
- 31.4 Customer may only use the cloud services in and for its own business or organization and only to the extent necessary for the intended use. Customer shall not use the cloud services for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 31.5 Customer shall also not provide a third party - whether remotely (online) or not - with access to the cloud services or host the cloud services with a third party, even if the third party in question uses the cloud services exclusively for the benefit of Customer.
- 31.6 The Parties agree that the Agreement(s) entered into between the Parties, insofar as it relates to the provision for use of cloud services, is not a purchase agreement.
- 31.7 Wortell is not obliged to provide maintenance of the cloud services and/or support to users and/or administrators of the cloud services. In the event that, notwithstanding the foregoing, Wortell is requested to provide maintenance and/or support with respect to the Cloud Services, Wortell may require Customer to enter into a separate Agreement(s) for that purpose.

32 MODIFICATIONS AND CARELESS USE

- 32.1 Customer is not entitled to modify the Cloud Service as well as configuration thereof in whole or in part without Wortell's prior written consent, unless otherwise provided by law. Wortell has the right to refuse its permission or attach conditions to it. Customer bears the full risk of all changes made by or on behalf of Customer by third parties - with or without Wortell's permission.
- 32.2 In case of disruptions in the (availability of the) cloud services which are not attributable to Wortell, Wortell reserves the right to charge the time spent by Wortell to restore the (availability of the) cloud services. This is subject to Wortell's usual rates. Disruptions that cannot be attributed to Wortell concern situations caused by carelessness on the part of the Customer and/or third parties, including, but not limited to, user errors, improper use, changes made to the software or equipment without the permission of Wortell and the use of software or equipment not supplied or recommended by Wortell.
- 32.3 Wortell shall not be liable for any damages or costs resulting from use or misuse made of access or identification codes or certificates, unless the misuse is the direct result of an intentional or knowingly reckless act or omission of Wortell's management.

33 WARRANTY

- 33.1 Wortell does not guarantee that the Cloud Service, including the software and/or Infrastructure and/or equipment and/or operating systems (hereinafter: "components") to be made available as part of the Cloud Service are error-free and function without interruptions. Wortell will endeavor to repair errors and disruptions in the components within a reasonable period of time if the defects in question have been reported to Wortell by the Customer in writing and described in detail, and if and insofar as it concerns underlying components developed by Wortell itself. Where appropriate, Wortell may postpone repairing the defects until a new version of the underlying components is put into use. Wortell does not guarantee that errors in the cloud services and/or defects in components will be fixed, if they are cloud services and/or components that have not been developed by Wortell itself. Wortell has the right to implement temporary solutions or program workarounds or problem avoiding restrictions in the cloud services and/or components. If (a component of) the cloud services has been developed on behalf of the Customer, Wortell may charge the costs of repair to the Customer according to its usual rates. Wortell is never obliged to repair imperfections other than those referred to in this article. In case Wortell is willing to perform repair activities with respect to such other imperfections, Wortell is entitled to charge a separate fee for this.
- 33.2 Based on the information provided by Wortell concerning measures to prevent and limit the consequences of malfunctions, defects and interruptions in the Cloud Services, mutilation or loss of data or other incidents, the Customer will make an inventory of the risks for its

organization and, if necessary, take additional measures. At the Customer's request, Wortell is willing to provide reasonable cooperation on further measures to be taken by the Customer, subject to (financial) conditions to be set by Wortell. Wortell is never obliged to restore mutilated or lost data.

- 33.3 When a Cloud Service is purchased from a third party, such as Microsoft, Customer itself enters into an Agreement(s) for that purpose with that third party. Wortell is not the legal supplier and not a contracting party of Customer for that Cloud service. Wortell supports and facilitates Customer in entering into an Agreement(s) or subscription with that third party and getting the relevant service available. The third party is then the licensor and contractual counterparty of Customer for the use of the Cloud Service.
- 33.4 Wortell cannot guarantee that the software to be made available as part of the Cloud Service will be adapted in a timely manner to changes in relevant laws and regulations.

CHAPTER 5: SOFTWARE

The provisions in this 'Software' chapter shall, in addition to the General Provisions of these General Terms and Conditions, apply if Wortell makes software available to the Customer for use other than on the basis of a Cloud Service.

34 WHAT SOFTWARE WILL BE MADE AVAILABLE?

- 34.1 Wortell only provides standard software whose intellectual property rights belong to third parties or suppliers. When a third party provides the right of use to Customer (such as Microsoft), Wortell is not the legal supplier and is not a contracting party of Customer for that software. Wortell's services consist of supporting and assisting in the establishment of the license agreement or subscription between the third party and Customer and getting the relevant software available. The third party is then the licensor and contractual counterparty of Customer for the use of the software.
- 34.2 If Wortell itself supplies third-party software to the Customer, and is itself the legal supplier of that software, the (license) conditions of the relevant third parties will apply to that software in the relationship between Wortell and the Customer. Insofar as provisions in these General Terms and Conditions deviate from those (license) conditions, the provisions in these General Terms and Conditions will be set aside. If necessary, Wortell will provide the web address where these terms and conditions are available at the Customer's request. By signing the Agreement(s), Customer agrees to the applicability of the terms and conditions of those third parties and any new versions thereof.
- 34.3 The documentation of the Microsoft standard software is made available and updated online by Microsoft. Maintenance on Microsoft standard software (in Microsoft terminology and at choice per product: Enhancement Plan or Software Assurance) includes the provision of updates and new versions of the Microsoft standard software insofar

as these are made available by Microsoft. The details of this are described in the Agreement(s).

35 WHAT USAGE RIGHTS APPLY?

- 35.1 If Wortell is the legal supplier of the right of use and the supplier's terms would not apply for any reason, and in case Wortell provides software developed by itself, the provisions of this article shall apply.
- 35.2 Wortell grants Customer a user license to the agreed computer programs and the agreed user documentation (collectively, "the software") for use during the term of the Agreement(s). The right to use the software is non-exclusive, non-transferable, non-sub-licensable and non-assignable.
- 35.3 The Customer's right of use extends exclusively to the so-called object code of the software. The Client's right of use does not extend to the source code of the software. The source code of the software and the technical documentation created during the development of the software will not be made available to Customer, even if Customer is willing to pay a financial compensation for this.
- 35.4 Customer shall always strictly observe the agreed restrictions, of whatever nature or content, on the right to use the software.
- 35.5 If the Parties have agreed that the software may only be used in combination with certain equipment, the Customer shall be entitled to use the software on other equipment with the same qualifications for the duration of the malfunction, should the equipment fail.
- 35.6 Wortell may require that the Customer does not start using the software until after the Customer has obtained one or more codes required for use from Wortell, its supplier or the producer of the software. Wortell is always entitled to take technical measures to protect the software against unlawful use and/or against use in a different way or for different purposes than agreed upon between the parties. The Customer will never (allow to) remove or (allow to) circumvent technical provisions intended to protect the software.
- 35.7 Customer may only use the software in and for its own company or organization and only to the extent necessary for the intended use. Customer shall not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 35.8 The Client is never allowed to sell, lease, alienate or grant limited rights to the software and the carriers on which the software is or will be recorded, or to make the software available to a third party in any way, for any purpose or under any title whatsoever. The Customer shall also not give a third party access to the software - whether remotely (online) or otherwise - or place the software with a third party for hosting, not even if the third party in question uses the software exclusively for the benefit of the Customer.
- 35.9 The Parties agree that the Agreement(s) entered into between the Parties, insofar as its object is the provision for use of software, is not a purchase agreement.

- 35.10 Wortell is not obliged to maintain the software and/or provide support to users and/or administrators of the software. In the event that, notwithstanding the foregoing, Wortell is requested to provide maintenance and/or support with respect to the software, Wortell may require the Customer to enter into a separate Agreement(s) for that purpose.

36 DELIVERY AND INSTALLATION

- 36.1 Wortell chooses in which way, (as an online service or otherwise) and on which format data carrier it will make the software available to the Customer for delivery, unless explicit agreements have been made for this purpose. Any agreed user documentation will be provided in paper or digital form in a language determined by Wortell, at Wortell's discretion.
- 36.2 Wortell will only install the software at the Customer's premises if this has been expressly agreed upon in writing. In the absence of agreements to this effect, the Customer will install, set up, parameterize, tune the software himself and, if necessary, adjust the hardware and operating environment used.

37 CONSEQUENCES OF TERMINATION OF AGREEMENT(S)

- 37.1 Immediately after the Agreement(s) is terminated, Customer will return all copies of the software in his possession to Wortell. If it has been agreed that Customer shall destroy the copies in question at the end of the Agreement(s), Customer shall immediately inform Wortell in writing of such destruction. At or after the end of the Agreement, Wortell is not obliged to provide assistance with any data conversion requested by Customer.

38 CHANGES IN THE SOFTWARE

- 38.1 The Customer is not entitled to modify all or part of the software without the prior written consent of Wortell, unless otherwise provided by law. Wortell has the right to refuse its permission or to attach conditions to it. The Customer bears the full risk of all modifications made by or on behalf of the Customer by third parties - with or without Wortell's permission.

39 WARRANTY

- 39.1 Wortell provides no warranties with respect to the software of third parties, including those of Microsoft. The warranties provided by Microsoft and/or other (suppliers) are stated in the relevant terms and conditions of Microsoft or other supplier(s), respectively.

40 WHAT ARE ADDITIONAL AGREEMENTS IN THE CASE OF SOFTWARE DEVELOPMENT?

- 40.1 In the event that Wortell develops software as part of a project commissioned by the Customer, the provisions of this article shall apply. Parties will specify by mutual agreement which software will be developed and in which way the development will take place.

- 40.2 Wortell will develop the software with care, taking into account the expressly agreed specifications and methods, techniques and/or procedures agreed upon in writing with the Customer.
- 40.3 If Parties use a development method which is characterized by the starting point that the design and/or development of (parts of) the software takes place in an iterative manner (e.g. Scrum), Parties accept that at the start of the work will not be carried out on the basis of complete or fully worked out specifications and also that specifications can be adjusted during the execution of the Agreement(s) by mutual agreement as long as this is part of the project approach of the chosen development method. During the execution of the Agreement(s) the parties will jointly make decisions in good consultation with regard to the specifications applicable to the next phase of the project (e.g. a 'time-box') and/or to the next partial development. Customer accepts the risk that the software will not necessarily meet all specifications. Customer shall ensure a permanent, active and Customer organization supported input and cooperation of relevant end users, including with respect to testing and (further) decision making. Customer guarantees that the employees appointed by it to key positions have the necessary decision-making powers for this position. Customer warrants that the progress decisions to be taken by it during the performance of the Agreement(s) will be prompt. In case Customer does not make timely and clear progress decision(s) in accordance with the project approach belonging to the respective development method, Wortell has the right - but is not obligated - to make such decisions as it deems appropriate.
- 40.4 If parties use a development method as referred to in paragraph 3 of this article, Customer will accept the software in the state it is in at the time of the end of the final development phase ('as is, where is'). Wortell is not obliged to repair errors after the final development phase, unless expressly agreed otherwise in writing.
- 40.5 Wortell will start the design and/or development work within a reasonable period to be determined by it after entering into the Agreement(s) and inform Customer of the start and expected duration of the work, unless the parties have made specific agreements in this regard.
- 40.6 If requested, Customer shall provide Wortell with the opportunity to perform the work outside of normal business days and working hours at Customer's office or location.
- 40.7 Wortell's performance obligations with respect to the development of a website do not include the provision of a so-called "content management system.
- 40.8 The maintenance of the software and/or website, and/or the provision of support to users and/or administrators thereof is not included in Wortell's performance obligations. If, notwithstanding the above, maintenance and/or support is to be provided by Wortell, Wortell may require the Customer to enter into a separate Agreement(s) for this

purpose. These activities will be charged separately at Wortell's usual rates.

- 40.9 Wortell will make the software developed on behalf of the Customer and any accompanying user documentation available to the Customer for use.
- 40.10 Only if this has been agreed in writing shall the source code of the software and the technical documentation created in the development of the software be made available to Customer, in which case Customer shall be entitled to make changes to the software.
- 40.11 Wortell is not obliged to make available the auxiliary software and program or data libraries required for the use and/or maintenance of the software.

CHAPTER 6: DELIVERY & LICENSE CONDITIONS MICROSOFT SOFTWARE OR ONLINE SERVICE

The provisions contained in this section 'Delivery and Licensing Conditions Microsoft Software or Online Service' are, in addition to the rest of these General Terms and Conditions, applicable if you purchase Microsoft software such as (the products in) Microsoft 365 and Microsoft Azure through Wortell. This may be as separate (online) licenses or subscriptions or as part of a Wortell service such as Work, MCA, Secure, Meet or Smart.

41 GENERAL

- 41.1 In addition to these Terms, License Agreements are also subject in full to the following terms and conditions of Microsoft:
 - a. Microsoft Customer Agreement
 - b. Microsoft Product Terms
 - c. Microsoft Privacy Statement
- 41.2 Microsoft's terms and conditions are publicly available online and can also be made available by Wortell upon Customer's first request.
- 41.3 Prior to purchasing the Subscription, customer must agree to the terms of use.
- 41.4 The Contract Period shall be one (1) month, twelve (12) or thirty-six (36) months namely from the effective date on the 1st of each calendar month.
- 41.5 A newly ordered Subscription must be canceled in the CloudPortal within 72 hours of ordering by customer himself if this was a wrong order. After these 72 hours, the order becomes irrevocable for the chosen duration. If this happens within 24 hours, there are no costs involved. In the following 48, up to the 72 hours, this will be billed pro-rata.
- 41.6 An active Subscription is tacitly renewed each time for period equal to the original Contract Period and cannot be terminated prematurely.
- 41.7 Obvious errors in the prices as stated in the Cloud Portal are not binding on Wortell.
- 41.8 As part of the delivery of the Subscriptions, Wortell provides web-based support and help desk services for Customer ordering the

Subscriptions. An additional support contract must be concluded for technical or content support.

42 FACTURATION

- 42.1 Customer will not owe any initial fees when ordering a Subscription.
- 42.2 The Premium due for a Subscription shall be invoiced monthly in arrears or in the case of a Contract Period of more than one (1) month in its entirety in advance.
- 42.3 The Premium is matched with usage from the first to the last day of a calendar month, and is reflected in the monthly invoice Customer receives from Wortell.
- 42.4 If Customer orders a new Subscription it will be charged pro rata during the first and last month of the term.
- 42.5 If Customer terminates an active Subscription it will be prorated one month later on the invoice.
- 42.6 Exceeding the number of Subscriptions during the Billing Period will be handled (financially) in accordance with the provisions of paragraph 4 of this article.
- 42.7 If Customer does not pay invoices within the aforementioned payment term, Wortell is entitled to discontinue the relevant Subscriptions after giving two written warnings to Customer. This does not affect the Customer's obligation to pay the invoice amount already due. Upon receipt of the late payment, the relevant Subscriptions will be reactivated.

43 USE CLOUD PORTAL

- 43.1 Upon commencement of a Microsoft License Agreement, Customer receives one account with administrator rights within the Cloud Portal. After this, Customer is responsible for creating additional users within its organization as well as assigning the appropriate Rights of Use to these users.
- 43.2 Customer can order new or terminate active Subscriptions through the Cloud Portal. Customer is solely responsible for ordering or (timely) terminating his Subscriptions.
- 43.3 Furthermore, Customer is entirely responsible that orders are made on its behalf by the authorized users and that these users are assigned the appropriate rights for this purpose.
- 43.4 To the extent that the Cloud Portal offers additional functions for automatically scaling up or down Subscriptions, Customer is entirely responsible for assigning or removing the appropriate Rights of Use in advance.
- 43.5 Wortell is not liable for incorrect and/or incomplete orders or cancellations made by Customer through the Cloud Portal.

CHAPTER 7: DETACHING SERVICES

The provisions contained in this 'Secondment Services' chapter shall, in addition to the General Provisions of these General Terms and Conditions and the provisions of the 'Services' chapter, apply if Wortell makes one or

more employees available to Customer in order to work under the supervision and direction of Customer.

44 HOW ARE POSTING SERVICES PERFORMED?

- 44.1 Wortell will name in the Agreement(s) the employee it will provide to Customer. This employee will perform work under the direction and supervision of Customer. The results of the work are at the risk of Customer. Unless otherwise agreed in writing, the employee will be made available to Customer for forty hours per week during Wortell's usual working days.
- 44.2 Customer may only use the provided employee for work other than that agreed upon if Wortell has given its prior written consent.
- 44.3 The Customer may only on-lend the provided employee to a third party to perform work under that third party's direction and supervision if expressly agreed in writing.
- 44.4 Wortell will make every effort to ensure that the employee made available for the duration of the Agreement(s) remains available for work during the agreed days, unless the employee is ill or leaves employment. Even if the Agreement(s) has been entered into with a view to performance by a specific person, Wortell is always entitled, after consultation with Customer, to replace this person by one or more persons with the same qualifications.
- 44.5 The Customer has the right to request replacement of the assigned employee
 - (i) if the assigned employee demonstrably does not meet explicitly agreed quality requirements and the Customer notifies Wortell of this within three working days after commencement of the work, giving reasons, or
 - (ii) in case of long-term illness or retirement of the assigned employee. Wortell will immediately give priority attention to the request. Wortell does not guarantee that replacement will always be possible. If replacement is not or not immediately possible, the Customer's claims to further fulfillment of the Agreement(s) as well as all claims by the Customer due to non-fulfillment of the Agreement(s) will expire. Customer's payment obligations for work already performed shall remain unaffected.
- 44.6 If the Parties have not agreed on the duration of the posting, the Agreement shall have a term of indefinite duration. In that case, a notice period of one calendar month after any initial term applies to each of the Parties. Notice of termination must be given in writing.

45 HOW ARE WORTELL EMPLOYEES PROTECTED?

- 45.1 The working hours, vacation and rest times, working hours and other relevant working conditions of the employee made available are equal to those customary at Customer. Customer guarantees that the working, vacation and rest times, working hours and other relevant working conditions comply with the relevant laws and regulations.
- 45.2 Customer will timely inform Wortell of any intended (temporary) closure of its business or organization.

46 WHAT FINANCIAL ARRANGEMENTS APPLY?

- 46.1 The financial arrangements are set forth in the Agreement(s). Unless otherwise specified in the Agreement(s), Wortell will invoice in arrears for hours spent each month based on a timesheet approved by Customer. If the hours are not approved by Customer, Wortell may invoice the hours at any time.
- 46.2 If, by order of or at the request of the Customer, the assigned employee works longer per day than agreed upon, or works longer than the usual number of working hours, or is employed outside the usual working days at Wortell, the Customer will owe the agreed overtime rate for these hours or, if nothing has been agreed upon in this regard, the overtime rate usual at Wortell. Wortell will inform Customer of the applicable overtime rates if requested by Customer.
- 46.3 Costs and travel time will be charged to the Customer in accordance with Wortell's usual rules and standards. Wortell will inform Customer of the rules and standards customary for this purpose if Customer so requests.

47 WHAT SPECIFIC LIABILITY APPLIES?

- 47.1 Wortell will ensure the timely and complete payment of the wage tax, national insurance premiums, employee insurance premiums, income-independent contribution pursuant to the applicable social security regulations and VAT to be paid for the assigned employee in connection with the Agreement(s) with Customer. Wortell indemnifies Customer against all claims from the Belgian tax authorities or the authorities for the implementation of social security legislation that are due because of the Agreement(s) with Customer. This indemnification only applies under the condition that the Customer immediately informs Wortell, in writing, of the existence and content of the claim and leaves the handling of the case, including making any settlements, entirely to Wortell. To this end, Customer will provide the necessary powers of attorney, information and cooperation to Wortell to defend itself, if necessary on behalf of Customer, against these claims.
- 47.2 Wortell accepts no liability for the quality of the results of work performed under the supervision and direction of Customer.

CHAPTER 8: OP LEADERSHIP AND TRAINING

The provisions contained in this chapter 'Education and Training' shall, in addition to the General Provisions of these General Terms and Conditions and the provisions of the chapter 'Provision of Services', apply if Wortell provides services, under any name and in any way (e.g., in electronic form), in the field of education, courses, workshops, training, seminars and the like (hereinafter referred to as: training).

48 HOW TO REGISTER AND MAY CANCELLATIONS BE MADE

- 48.1 An application for training must be made in writing and is binding upon confirmation by Wortell.

- 48.2 Customer is responsible for the choice and suitability of the training for the participants. Even if a participant has no or insufficient prior knowledge, Customer must still fulfill obligations under the Agreement(s). Customer may replace a participant for a training course with another participant upon Wortell's prior written consent.
- 48.3 Wortell has the right to cancel the training course, combine it with one or more training courses, or have it take place at a later date or time if, in the opinion of Wortell, the number of registrations warrants it. Wortell has the right to change the location of the training course. Wortell has the right to make organizational and content changes to a training course.
- 48.4 The consequences of cancellation of participation in a training course by Customer or participants are governed by the rules customary at Wortell. A cancellation must always be made in writing and prior to the training or the relevant part thereof. Even in case of cancellation or non-appearance, Customer must fulfill the payment obligations under the Agreement(s).
- 48.5 After entering into the Agreement(s), Wortell is entitled to adjust its prices in the event of any change in the regime of VAT for training established by or pursuant to law.

49 HOW WILL THE EDUCATION OR TRAINING BE CONDUCTED?

- 49.1 Customer accepts that Wortell determines the content and depth of training.
- 49.2 Customer will inform and monitor participants' compliance with the obligations under the Agreement(s) and the rules (of conduct) prescribed by Wortell for participation in the training.
- 49.3 In the event that Wortell uses its own equipment or software in carrying out the training, Wortell does not guarantee that such equipment or software will be error-free or function without interruption. If Wortell conducts the training at Customer's location, Customer will ensure the availability of properly functioning equipment and software.
- 49.4 Taking an examination or test is not part of the Agreement(s).
- 49.5 Customer shall pay a separate fee for any documentation, training materials or resources provided or produced for the purpose of the training. The foregoing also applies to any training certificates or duplicates thereof.
- 49.6 All course materials provided fall under Intellectual Property, including copyright. From Wortell. Copying, distribution and any other use of these materials is not permitted without written permission from Wortell. Exceptions are specific materials where otherwise indicated.
- 49.7 If the training is offered on the basis of e-learning, the provisions of the Chapter "Cloud Services" (Software-as-a-Service (SaaS) section) shall apply mutatis mutandis to the extent possible.
- 49.8 The cases and opinions discussed during the training, are never binding.

CHAPTER 9: DELIVERY OF HARDWARE

The provisions contained in this section 'Delivery of Hardware' shall, in addition to the General Provisions of these General Terms and Conditions, apply if Wortell delivers hardware of any kind and/or other items (material objects) to Customer and (if agreed by the Parties) installs for Customer.

50 PURCHASE AND SALE

- 50.1 Wortell shall sell the hardware by nature and number as agreed between the Parties in writing.
- 50.2 Customer bears the risk of selecting the purchased goods. Wortell does not guarantee that the goods are suitable for the use intended by Customer, unless the Customer's request specifies the purposes of use clearly and without reservation.

51 OPERATING LEASE

- 51.1 Hardware under Operating Lease remains the property of Wortell (or the Leasing Company engaged by Wortell).
- 51.2 Customer has adequately insured the equipment, consider, but not limited to, insurance against fire, loss, theft and damage.
- 51.3 Any damage, wear, etc. to hardware not caused by normal use may be recovered from Customer.
- 51.4 Customer handles the hardware as if it is his property and acts accordingly.
- 51.5 Upon expiration of the agreed term, Customer may take ownership of the relevant hardware.

52 HOW ARE THE HARDWARE DELIVERED?

- 52.1 The hardware delivered by Wortell to Customer will be delivered to Customer at a place to be designated by Customer. In this case, Wortell will inform the Customer, if possible in good time before the delivery, of the time at which it or the engaged carrier intends to deliver the goods. The delivery times indicated by Wortell are always indicative.
- 52.2 Unless expressly agreed otherwise, the (purchase) price of the hardware does not include the costs of transportation, insurance, hoisting and lifting, hiring of temporary facilities, etc. These will be charged to Customer.
- 52.3 Wortell will package the hardware according to its usual standards. If Customer requires a special method of packaging, the additional costs associated with this shall be borne by Customer.
- 52.4 As an exception to the above paragraph, if the delivery is sent directly from supplier to Customer, the packaging dimensions of supplier or manufacturer shall apply. However, it remains unaffected that if Customer requires a special method of packaging, the associated additional costs shall be borne by Customer.
- 52.5 Customer will deal with packaging, which is released upon delivery of hardware through Wortell, supplier or manufacturer, in a manner consistent with applicable government regulations.

53 HOW ARE DEFECTS REPORTED?

- 53.1 Customer is obliged to check the hardware on delivery for quantity, quality and damage. Visible defects should be reported immediately upon receipt and noted on the transport document or delivery note. Defects that could not be detected immediately upon delivery must be reported to Wortell in writing as soon as possible, but no later than 14 days after receipt.
- 53.2 Hidden defects must be reported to Wortell in writing immediately after discovery, but no later than 48 hours after the time when Customer discovered or could have discovered the defects.

54 NO RECEPTION OF HARDWARE?

- 54.1 If, for any reason, the hardware cannot be received by Customer at the designated place and time, Customer shall nevertheless be bound to pay Wortell's invoices, relating to the hardware to be delivered, on time.
- 54.2 Wortell is entitled to have the hardware stored at the expense and risk of the Customer from the moment the Customer is unable to take delivery of the hardware. The Customer must reimburse Wortell for the costs incurred to store the hardware.

55 WHEN DOES OWNERSHIP PASS TO CUSTOMER?

- 55.1 Subject to the provisions of paragraphs 2 through 6 of this article, ownership of hardware to be delivered by Wortell will pass to Customer at the time of delivery.
- 55.2 All hardware delivered and to be delivered shall remain the sole property of Wortell until all claims Wortell has or will acquire against Customer are paid in full.
- 55.3 As long as ownership of the hardware has not been transferred to the Customer, the latter may not pledge the hardware or grant any other right to it to third parties, except within the normal course of his business. At the first request of Wortell, the Customer undertakes to cooperate in the establishment of a pledge on the claims that the Customer obtains or will obtain against its customers as a result of the resale of goods.
- 55.4 Customer is obliged to keep the hardware delivered under retention of title with due care and as recognizable property of Wortell.
- 55.5 Wortell has the right to take back the hardware delivered under retention of title and still in the possession of the Customer if the Customer defaults on his payment obligations or has or threatens to have payment difficulties. Customer will at all times grant Wortell free access to its premises and/or buildings to inspect the goods and/or to exercise Wortell's rights.
- 55.6 When Wortell provides hardware as part of a service, a mutual agreement on the ownership of the hardware will be made at the end of the term of the service. In the event of early termination of such service, the accounting value is always passed on to the Customer, who then also becomes the owner of the hardware.

56 INSTALLATION

- 56.1 If the Parties have agreed that Wortell will install the hardware ordered from it at the Customer's premises, the Customer will ensure that the

structural, electrical and other facilities necessary for the installation have been made. Wortell will then be entitled to use the necessary facilities, such as electricity as well as the possibility of storing equipment.

- 56.2 Insofar as shortcomings in the execution of the installation work performed by Wortell are the result of the circumstance that Customer has not, not timely, or insufficiently fulfilled its obligations as referred to in paragraph 1 of this article, Wortell is not liable for this.
- 56.3 Not included in the Agreement(s) are cutting and breaking works, nor restoration to the original structural condition. The Customer will indemnify Wortell against any liability in this respect. Orders given by the Customer for additional work and additional deliveries will be invoiced extra by Wortell. The delivery in good condition and the acceptance thereof by Customer is deemed to take place at the moment when Wortell has completed the installation and, if necessary, notified the Customer thereof unless otherwise agreed in writing.

57 WARRANTY

- 57.1 Wortell conforms to the manufacturer's (additional) warranty conditions and term herein on hardware.
- 57.2 If, in Wortell's reasonable judgment, recovery is not possible, recovery will take too long, or if recovery will involve disproportionately high costs, Wortell is entitled to replace the hardware with other, similar but not necessarily identical hardware.
- 57.3 Data conversion necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of Wortell.
- 57.4 The warranty obligation expires if defects in the hardware or in the parts are entirely or partially the result of incorrect, careless or inexpert use, external causes such as fire or water damage, or if, without Wortell's permission, the Customer makes changes or has changes made to the hardware or to the parts supplied by Wortell under warranty. Wortell will not withhold such permission on unreasonable grounds.
- 57.5 Any other or further appeal by Customer to non-conformity of the delivered hardware than the provisions of paragraph 2 of this article is excluded. Customer may in any case not rely on the non-conformity of the delivered hardware if and insofar as the law denies him such recourse.
- 57.6 Costs of work and repair outside the scope of this warranty will be charged by Wortell in accordance with its usual rates.
- 57.7 Wortell has no obligation to repair errors reported after the expiration of the period referred to in paragraph 1 of this article.
- 57.8 Upon sale of the hardware to Customer, Wortell will make every effort to repair any material and manufacturing defects in the hardware, as well as in parts supplied by Wortell under warranty, within a reasonable period of time. In the period of three (3) months after delivery, no additional handling costs will be charged for this. After this period, Wortell will charge the necessary handling costs.

- 57.9 Upon Operational Lease of the hardware to Customer, Wortell shall use its best efforts to repair any defects in materials and workmanship in the hardware, as well as in parts supplied by Wortell, within a reasonable time.