

## Table of Content

SECTION I General provisions applicable to the Services.....	2
1. Definitions.....	2
2. NRB Offer and conclusion of the Contract.....	2
3. Scope of Contract – Service .....	2
4. Term of the Contract.....	2
5. Terms and Conditions of Performance .....	2
6. Place of performance - work legislation.....	3
7. Lead times .....	3
8. Acceptance and commissioning.....	3
9. Financial Terms.....	3
10. Invoicing Terms.....	3
11. Terms and conditions of payment .....	3
12. Sale of equipment .....	3
13. Ownership of data .....	3
14. Intellectual property.....	3
15. Non-disclosure.....	5
16. Liability.....	5
17. Force majeure.....	5
18. Suspension.....	6
19. Termination of the Contract .....	6
20. The consequences of the end of the Contract .....	6
21. Non-solicitation of personnel.....	6
22. Security.....	6
23. Audits.....	6
24. Insurance for Client’s equipment hosted at NRB.....	7
25. Miscellaneous provisions.....	7
26. <b>Services with infrastructure management</b> .....	7
27. <b>Assistance</b> .....	7
SECTION III Specific provisions for the protection and use of personal data (data processing agreement) .....	8

## General Terms and Conditions of Sale - CGV

### Network Research Belgium S.A.

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**Subsidiaries** : NRB's subsidiaries, can if they wish, use these NRB General Terms and Conditions of Sale in their offers to their own prospects and/clients. In this case the references to NRB in these General Terms and Conditions of Sale must be read as being the subsidiary in question.

## SECTION I General provisions applicable to the Services

### 1. Definitions

For the purpose of interpreting the NRB General Terms and Conditions of Sale, the terms and expressions that begin with a capital letter shall have the following meaning.

**“Client Applications”** : refers to the software that Client (or its Users) provides, installs and / or loads in NRB's Dedicated or Shared Infrastructure. **“Dedicated”** means hardware, software, infrastructure or a service that is accessible to a single client. **“Shared”** means hardware, software, infrastructure or a service that is accessible to multiple clients.

**“Client”** : means any entity that has entered into a Contract with NRB for the performance of the Services.

**“NRB General Terms and Conditions of Sale”** : means these NRB General Terms and Conditions of Sale applicable to the Contract.

**“Special Conditions”** : refers to the specific provisions applicable to the Contract, which may take the form of an engagement letter, an engagement order or a statement of work (SOW).

**“Contract” or “Contractual Documents”** : means all the following contractual documents: (i) the Special Conditions, (ii) the NRB Offer, (iii) the NRB General Terms and Conditions of Sale and (iv) where applicable, Client's specifications or contractual requirements/RFP. In the event of difficulty of interpretation or contradiction between the above-mentioned Contractual Documents, each document shall take priority over the next in the order in which they are listed above.

**“Assumption”**: means any prerequisite or factual assumption, set out in the Contractual Documents, on which NRB has based its offer, including in particular the scope of the Services, any service levels (SLA) and/or prices.

**“NRB Offer”** : means the offer of services formulated by a commercial proposal, a quote, an online offer or any other document drawn up by NRB and describing the Services to be provided and their prices.

**“Party(ies)”** : means NRB and/or Client.

**“Service(s)”** : means, in the broadest sense, all information technology services that may be accompanied by the supply of products, deliverables, Third-Party Content or third party services, to be provided by NRB to Client under the Contract.

### 2. NRB Offer and conclusion of the Contract

2.1 Every NRB Offer has a validity period that is indicated on the NRB Offer and is subject to NRB's General Terms and Conditions of Sale.

2.2 **Date of conclusion of the Contract** - The Contract is irrevocably concluded between the Parties as soon as Client accepts the NRB Offer. Client's request for NRB to start the Services shall constitute acceptance of the NRB Offer. Each Party is responsible for reading and ensuring that it understands any Contractual Document before concluding the Contract.

2.3 **Entirety** - The Contract expresses the entire agreement between the Parties regarding the Services. It supersedes any previous agreement, proposal or communication relating to the subject matter of the Contract. The Parties expressly exclude the application of Client's general terms and conditions, in particular the terms and conditions that may appear on the acceptance of the NRB Offer or on any other document issued by Client (i.e. an order form), and any other condition, reservation, restriction or clause of Client, unless expressly accepted in writing by a person duly authorized to represent NRB.

2.4 NRB reserves the right to amend these NRB General Terms and Conditions of Sale by publishing them on the website www.nrb.be. The new NRB General Terms and Conditions of Sale shall apply to

the new Services requested by Client and accepted by NRB.

### 3. Scope of Contract – Service

3.1 **Performance.** NRB shall perform the Services in accordance with the rules of the art, with diligence and in compliance with technical know-how and recognized professional standards in the IT sector, using proven and reliable methods, tools and techniques. The Services provided will comply with the functional and technical characteristics described in the Contract and the documentation provided by NRB.

3.2 **Use of the Services.** Client is responsible for its operations and the use it or its users make of the Services. Client must ensure that such use of the Services is in accordance with the Contract. It is responsible for ensuring that the purpose, scope, and characteristics of the Services meet the requirements and needs it has expressed in its Client's specifications or contractual requirements/RFP. Client may not use the Services or permit the Services to be used for any purpose that may threaten or harass any person or cause injury or damage to persons or property, involve the publication of any material that is false, defamatory, harassing, obscene or promotes sectarianism, racism, hate or violence, constitute masses of unsolicited e-mails, "junk mail", "spam" or chain letters; violates intellectual property or other proprietary rights, or violate any laws, ordinances or regulations.

**Users.** Client is responsible for identifying and authenticating all Users, approving access by these Users to the Services, controlling unauthorized access and maintaining the confidentiality of usernames, passwords, and account information. NRB is not liable for the loss caused by Client and Users, including by people who have not been authorized to access the Services. Client is solely liable for the use made of the Services by its Users or any person using its user accounts. The term **“User”** refers to any natural or legal person under the control of Client who has access to the Services or who uses the Services provided by NRB. In the context of certain services or software, a computer or robotic equipment accessing the service or software may also be considered a "User", as well as any person likely to access or use this equipment.

### 4. Term of the Contract

4.1 The Contract is concluded for the term stipulated in the Contract. If no term is stipulated, the following rules shall apply:

(i) if the subject matter of the Contract includes a service which is performed recurrently, the Contract is concluded for a period of 4 years from the date of conclusion of the Contract.

(ii) if the subject matter of the Contract is the execution of a specific deliverable ("Project"), the Contract is concluded for the time to complete the Project. The Contract shall terminate automatically upon full performance of all mutual obligations of the Parties and those directly or indirectly related to the performance of the Project.

4.2 Unless otherwise stipulated, a fixed-term contract is tacitly renewed for successive one-year terms, unless one of the Parties gives notice by registered mail 4 months before the expiry of the initial term or the renewed term of the Contract.

**Terms of renewal.** Contract renewals shall be made on the terms and conditions which are applicable immediately prior to the renewal, except for Services from third party suppliers (in particular licence suppliers), without prejudice to a price adjustment in accordance with the price review clause.

### 5. Terms and Conditions of Performance

5.1 The Parties acknowledge that the Services, any service levels, prices and other related elements of the Contract are dependent on the accuracy of the information provided by Client and the Assumptions stated, as well as Client's compliance with its obligations.

5.2 Client shall cooperate fully with NRB and provide it with all the information required in a timely manner to ensure the proper execution of the Services and the answers to questions, decisions and approvals reasonably requested by NRB to enable the latter to provide the Services. Client is responsible for ensuring that such information, answers and approvals are accurate, complete and satisfactory.

5.3 The Client shall put in place all the prerequisites, means (including computer system connections and any access codes) necessary to provide the Services.

5.4 The Client shall ensure the necessary and sufficient availability of its staff (or that of its partners) involved in the performance of the

- Contract.
- 5.5 Each Party shall inform the other Party without delay of any event that may hinder the Services to be provided.
- 5.6 In general, except in the case of an expressly agreed obligation of result, NRB is subject to a best-efforts obligation. In this case, it must make its best efforts to perform its obligations in accordance with the good practices.
- 5.7 If the Client requires additional services, it must give NRB a right of first refusal to provide these services.
- 6. Place of performance - work legislation**
- 6.1 Unless expressly stated otherwise, the Services shall be performed in Belgium at Client's address or on Client's site mentioned in the Contract or at one of the sites of NRB or its subsidiaries or by teleworking.
- 6.2 When the Services are to be performed at Client's premises, Client shall provide NRB's personnel with access to the premises and the facilities necessary for their work. Client shall inform NRB personnel of the work regulations, the requirements of the general legislation on safety at work and, more generally, of any safety measures in force within its organization and of changes to these provisions.
- 7. Lead times**
- 7.1 The delivery time and/or completion time of the Services stated in the Contract shall be taken into account and respected as far as possible by NRB. Unless otherwise specified, lead times are given as an indication.
- 7.2 No indemnity shall be owed to Client for delay, unless Client establishes that the failure to comply with a reasonable deadline beyond the lead time communicated by NRB is attributable to gross negligence by NRB, or that the Special Conditions agreed by the Parties state that the stipulated lead-time is mandatory. In these cases, the indemnity owed by NRB as compensation for the loss established by Client shall be limited to a maximum amount equivalent to 5% of the price (excluding taxes) of the project installation. This indemnity shall be the sole and exclusive remedy in relation to the delay and shall therefore constitute Client's exclusive compensation for any delay.
- 7.3 The lead-times shall also be automatically extended by a period which is equivalent to the period during which NRB is delayed in its tasks due to the Client's delay in fulfilling its obligations or the requirements placed on it, or because of Client's lack of, or inadequate cooperation.
- 8. Acceptance and commissioning**
- 8.1 NRB shall inform Client as soon as the project installation or the delivery of the Services is completed.
- 8.2 In the absence of other deadlines or terms specified in the Contract, the acceptance of the Services, deliverables or project delivered by NRB shall be acquired if NRB does not receive any written remarks from the Client within 10 working days following its communication.
- 9. Financial Terms**
- 9.1 **Prices.** The financial terms are set out in the NRB Offer or the Special Conditions. The prices are valid for Services to be performed on the sites referred to in clause 6.1.
- 9.2 **Taxes.** The prices are given in euros. They are exclusive of VAT and will be increased by the legal taxes in force on the day of invoicing.
- 9.3 **Price list.** When NRB provides a price list in its offer for hardware and software components, these prices are not guaranteed for the whole term of the Contract, unless expressly mentioned as a price guarantee. These components will be invoiced at the price in force when they are ordered.
- 9.4 **Fixed price.** When the price for the Services is a fixed price, the fixed price is valid only for the Services which are described in the Contractual Documents as included in the fixed price. Any new request from the Client, modification, or development to the Services is not included in the fixed price and will be invoiced by NRB in addition.
- 9.5 **T&M basis - Overtime.** Unless otherwise agreed, the daily prices for services provided on a time and materials basis shall apply to 8-hour days during office hours (between 8 a.m. and 5 p.m.). Additional work performed at the Client's request will be charged :  
-at 150% of the hourly rate for services performed beyond 8 hours per day and/or outside office hours and/or on Saturdays.  
-at 200% of the hourly rate for services performed on Sundays and official public holidays in Belgium.
- 9.6 **Annual price review.** The indicated prices (P0) shall be reviewed, automatically and without formality, on the first of January of each year in accordance with the formula  $P = P0 * (0.2 + 0.8 * (S / S0))$ , according to the variation in the Agoria index ("S" = National average wage cost (+ 10 workers)). The value of the reference index ("S0") is the last index for the month of September published by the Agoria sector on the date of the NRB Offer. The value of the new index (S) is the index published by the Agoria sector for the month of September preceding the review. The non-indexation on the scheduled annual date shall not entail a waiver of the indexation during the year or on subsequent annual dates.
- 9.7 **Expenses and disbursements.** Unless expressly stated otherwise, expenses and disbursements such as travel costs, extraordinary travel costs (such as air tickets), parking costs and accommodation costs incurred by NRB are not included in the prices and are invoiced on the basis of supporting documents.
- 10. Invoicing Terms**
- 10.1 **Services performed on a time and materials (T&M) basis :** NRB shall issue monthly invoices based on a statement of the work performed during the completed month by the collaborator(s).
- 10.2 **Fixed Price :**  
unless otherwise stated in the NRB Offer:  
- Fixed price projects for amounts of less than €20,000 are invoiced 100% on order.  
- Fixed price projects for amounts of more than €20,000 are invoiced 20% on order and then as the deliverables are performed, as determined by NRB.
- 10.3 **Successive/recurring services (maintenance/run/operation ...):** Unless stated to the contrary in the Contractual Documents, these services are invoiced monthly from their production launch. Unless the Contractual Documents expressly state that these recurrent services are invoiced at a fixed price basis or otherwise, they are invoiced in accordance with the resources used ('pay as you use') in which case, unless another provision is stipulated, the quantities measured on the last working day of the month are invoiced at the unit price which applies at the time of consumption.
- 10.4 All or part of the Services may be invoiced to the Client by another entity of the NRB group.
- 11. Terms and conditions of payment**
- 11.1 **Payment period:** Unless otherwise agreed in writing, invoices issued by NRB must be paid to the account stated on the invoice within 30 days of the end of the month of the invoice date.
- 11.2 **Invoice acceptance period:** Each invoice shall be deemed accepted within 15 calendar days of the invoice date, unless a written objection is made by registered letter to NRB's registered office within the aforementioned period. The undisputed parts of an invoice must be paid by Client on the normal due date, failing which NRB shall be entitled to apply the measures stipulated in clauses 18 or 19. Disputed parts of the invoice shall be subject to the Dispute Resolution Procedure described in clause 25.10.
- 11.3 **Delay :** Interest shall automatically accrue for any delay in payment or partial payment, without prior notice of default, at the rate which applies under the Act of 2 August 2002 on combating late payment in commercial transactions on the outstanding balance from the due date of NRB's invoice, with each month started being counted as a full month. It is expressly agreed that the unpaid amounts shall be increased without prior notice by a fixed penalty of 10%, to indemnify the NRB's loss due to the late payment.
- 12. Sale of equipment**
- 12.1 **Installation charge - Delivery charge.** Unless expressly stated otherwise, the prices quoted for hardware and standard software are exclusive of installation and delivery charges.
- 12.2 **Transfer of ownership title and transfer of risk.** NRB shall remain the owner of the equipment until the price in principle, accessories, interest and charges has been paid in full. However, the risks are transferred to the Client when the equipment is delivered, or at the time when delivery should have taken place if this cannot be done for a reason which is outside of NRB's control.
- 13. Ownership of data**
- 13.1 The performance of the Contract does not transfer any ownership rights in the Client's data to NRB.
- 14. Intellectual property**
- 14.1 **Definitions**  
**'Executable Code'** means the computer programs and/or a data

set which can be interpreted and executed by a computer processor, by a hardware platform/operating system or any other computer program, to the exclusion of source codes and associated documentation ;

'Content' means any expression or creation (such as: computer program, file, programming tools, reports, plans or diagrams and any other similar creation), including, for the avoidance of doubt, software components, and notably the source code, Executable Code, interfaces, functional specificities, icons, user instructions ;

'Third Party Content' means the Content used by NRB, directly or indirectly, within the scope of the Services or otherwise, which NRB makes directly or indirectly accessible to Client under the Contract, where the Intellectual Property Rights for which are owned by a third party ;

'Indemnified Content' means (i) Client's IPR or IPR on Specific Contents or (iii) NRB's IPR, as the case may be ;

'Specific Contents' means the Contents which is created or developed specifically and exclusively for Client by NRB or by any subcontractor of NRB in the course of providing the Services to Client;

'Non-Specific Contents' means the Contents which NRB uses within the scope of the Services, the Intellectual Property Rights to which are owned by NRB.

'Intellectual Property Rights' (IPR) means all the Intellectual Property Rights in the world, registered or not, known now or subsequently, including without being exhaustive, (i) copyright and neighbouring rights, rights to protect computer programs (software), rights over databases, rights over trademarks, designs and models, and any other similar rights in any part of the world; and (ii) inventions, patents, utility models, supplementary protection certificates trademarks, designs and models, topography rights, commercial names, domain names, (iii) as well as goodwill, applications for filings/registrations for such rights which may exist anywhere in the world, as well as the right to make such applications .

'Use' or 'to Use' means the right to load, read, execute, store, transmit, display and only, for legitimate backup reasons (backup copy) to copy.

#### 14.2 Client Intellectual Property Rights

Client shall retain all IPR in Materials (i) developed by the Client before the date of this Agreement or (ii) developed by the Client during the Term ((i) et (ii) collectively "Client IPR"). To the extent that NRB or its subcontractors require a licence of any Client IPR to enable NRB to carry out the Services, Client hereby grants to NRB (with the right to sub-license to any subcontractor of the Supplier) a non-exclusive, royalty-free, and non-transferable licence of the relevant IPR during the term of the Contract.

#### 14.3 NRB Intellectual Property Rights and Intellectual Property Rights on Specific Contents

NRB shall retain all IPR in Materials (i) developed by NRB before the date of this Contract or (ii) developed by NRB during the term of the Contract ((i) and (ii) collectively "NRB IPR") including on Specific Contents.

NRB grants Client a, royalty-free, non-exclusive, non-transferable, Executable Code licence to Use IPR on Non-Specific Contents to the extent necessary to receive the Services during the term of the Contract.

NRB hereby grants Client a, royalty-free, non-exclusive, non-transferable, sublicensable Executable Code licence for the duration of protection at law to Use the IPR in the Specific Contents including the NRB IPR which have been, at the NRB's option, incorporated or integrated into the Specific Contents.

#### 14.4 Third Party Content :

- NRB will inform the Client if a deliverable or a Service supplied by NRB includes or necessitates the use of Third Party Content which Client must respect terms of use for.
- Unless it is expressly stated that the right to use Third Party Content is included in the Description of the Service and in the price, the price of Services does not include the price of the licences for the Third-Party Content. The Client is therefore responsible for acquiring a licence over any Third Party Content at its own costs.
- Client is, in all cases, responsible for examining the conditions imposed by third parties for using the Third Party Content and it undertakes to respect all the terms of use imposed by the third party in order to use Content belonging to it.
- NRB will inform Client if third-party software publishers require Client to sign an End User Licence Agreement

(EULA) in order to use the IPR over Third Party Content, and Client will return the EULA duly signed. The signature of such a document can constitute a fundamental term of the Contract, without which the third party suppliers can refuse to supply the products or licences concerned.

#### 14.5 Re-use of know-how:

Supplier will continue to be free to use the general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired or used in the course of providing the Services.

#### 14.6 Terms of use :

Client is not permitted to (i) remove or modify the software publisher's ownership labels on the software, (ii) supply the software to third parties for internal operations connected with their own activity, (iii) modify, create derivative works, disassemble, decompile, reverse engineer, reproduce, distribute, republish or down/upload any part of the software or the PaaS and/or SaaS services, (iv) license, sell, rent, loan, assign, transfer, distribute, host, externalize, permit the timeshare use or commercially exploit the services, the software available for a third party.

#### 14.7 Warranty of quiet possession and indemnification

14.7.1 Each Party warrants that its use or possession of the other Party's IPR is done properly and in accordance with the other Party's restrictions and instructions, including, *inter alia* , manuals, provided such restrictions and instructions have been made available by the other Party in advance. In addition, each Party warrants the other Party that the content, information and works of any kind whatsoever provided by it to the other Party for the performance of the Contract are lawfully usable for this purpose and do not infringe the rights of any Third Party. The "Indemnifying Party", and debtor of the guarantee obligation, is the Party who provides the Content.

14.7.2 The "Indemnifying Party" shall defend, indemnify and hold harmless the other Party ("Indemnified Party") in respect of all losses, damages, costs, expenses and other liabilities incurred by or awarded against the Indemnified Party in connection with any claim or action by any Third Party against the Indemnified Party for the Indemnified Party's use or possession of Indemnified Content supplied by the Indemnifying Party, which infringes the said Third Party's IPR ("IPR Claim").

14.7.3 The Indemnified Party shall:

- promptly notify the Indemnifying Party in writing of any IPR Claim which the Indemnified Party has notice of.
- not admit any liability or agree to any settlement or compromise of an IPR Claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld or delayed.
- allow the Indemnifying Party at any time from notification in accordance with clause 14.7.3 (a), to assume conduct of the IPR Claim (which shall include: (i) the right to conduct any proceedings or action, (ii) negotiate the settlement of an IPR Claim providing no settlement purports to make an admission of fault or liability on behalf of the Indemnified Party, and (iii) to conduct all discussions and dispute resolution efforts in connection with an IPR Claim. The Indemnified Party may, however, retain, at its own cost, separate counsel to monitor any proceeding related to an IPR Claim.
- at the Indemnifying Party's request, give the Indemnifying Party all reasonable assistance in connection with the conduct of any IPR Claim.
- take all proper action to mitigate the IPR Claim so as to minimize the extent of losses.

14.7.4 If any IPR Claim is made, NRB may, at its discretion:

- procure for Client the right for Client to continue using the Services and the Indemnified Content;
- modify or replace the infringing Services and/or the Indemnified Content with other non-infringing items or services that have an equivalent performance and functionality to the infringing Services and Indemnified Content.

14.7.5 The indemnity in clause 14.7 shall not apply to any claim that arises from:

- any changes made by Client to the Indemnified Contents, other than to the extent that such changes were at the direction or request of NRB or approved in writing by NRB; or

- (b) the use of the Indemnified Content in combination with any other materials, software, equipment or systems other than those approved in writing by NRB.
- (c) a breach by Client of the terms of any license, which NRB has made Client aware of, to an IPR granted to Client in accordance with this Contract.
- (d) use of the Services and/or the Indemnified Materials other than in accordance with the Contract.

## 15. Non-disclosure

- 15.1 All the information which is communicated, obtained or transferred by a Party to the other Party in the course of the Contract and which is expressly designated as confidential information by the Party which discloses this information to the other Party or which, by its nature, must reasonably be considered to be confidential information ("Confidential Information"), will be treated with strict confidentiality.
- 15.2 A Party which receives Confidential Information from the other Party undertakes to (a) only use it for the sole requirements and purposes for which this information is communicated and when this is necessary to perform the Contract, and to (b) take all necessary measures and precautions, in particular regarding conservation in order to ensure that the information remains confidential.
- 15.3 The receiving Party to which the confidential information is disclosed, is only authorized to disclose it to its sole legal representatives, employees, staff members, suppliers, service providers, consultants, subcontractors, advisers, auditors or software publishers within the scope of an audit/verification providing that they are subject to the same obligation of nondisclosure as is stated in this clause and within the limits of what they need to know in order to perform the tasks they are responsible for, or which are connected to the Contract.
- 15.4 The supply of Confidential Information as such does not entail any assignment or licence of Intellectual Property Rights over the Confidential Information which is communicated by a Party.
- 15.5 The obligations to respect confidentiality do not apply to information which the Party which receives it can show :
  - that it disclosed the information after obtaining the other Party's prior written authorization or that the disclosure was done by the other Party ;
  - that the information was already in the public domain prior to its disclosure or entered the public domain after its disclosure without this disclosure resulting from a breach of this Contract ;
  - that it already knew the information at the time it was disclosed ;
  - that the information resulted from internal developments without using the other Party's Confidential Information ;
  - that the information was received from a third party without breaching a non-disclosure obligation with regards to this other Party.
- 15.6 However each Party will be authorized to disclose this Confidential Information to the other Party if this is requested within the scope of the settlement of a dispute, arbitration or judicial proceedings, or in accordance with a law, a decree or a regulation or required by a statutory body, providing it informs the other Party of this, if this is possible and legally permitted, and offer the other Party the possibility of making reservations and/or limiting such disclosure.
- 15.7 At the end of the Contract or on the request of a Party, each Party must, as far as possible, return or destroy (at the option of the disclosing Party) all the Confidential Information supplied by the other Party within the scope of this Contract within thirty (30) days of this request and, in the case of the destruction of the Confidential Information certify, within a reasonable timeframe, that this destruction has taken place. It is agreed that the obligations stated in this clause do not apply to the extent which is required for keeping for legal reasons, for legislative or insurance requirements (e.g. archiving requirements).
- 15.8 All the obligations stated in this clause apply to the Parties for the whole term of the Contract and also for a period of two years after the Contract ends for any reason.

## 16. Liability

- 16.1 **Ceiling limit.** Without prejudice to the other provisions of these General Conditions, NRB's total annual contractual and/or tortious liability which results from performing the Contract is expressly limited to half the sums invoiced over the twelve 12 months prior to the date of the claim, with a ceiling limit of three hundred thousand euros (€300,000). If the claim is made after the end of the Contract,

the calculation will be based on the twelve months prior to the end of the contract. All indemnities or penalties which NRB pays to the Client within the scope of the Contract are deductible from the limit of liability stipulated in this clause.

- 16.2 **Consequential loss.** Subject to clause 16.3 but notwithstanding any provision to the contrary, NRB shall not be liable for any loss or consequential loss of any kind whatsoever, which includes but is not limited to loss of profit or revenue, loss of business opportunity, loss of anticipated savings, reputational damage, third party claims (except for IPR Claims), loss of customers, harm to brand image (goodwill), loss of time, any commercial disruption, any increase in costs and other overheads, failure to achieve the results of a marketing campaign, any postponement or disruption in the planning of the Client's activity.
- 16.3 Despite any provision to the contrary, a Party's liability cannot be limited for fraud ("bedrog"/ "dol") or wilful misconduct ("opzettelijke fout" / "faute intentionnelle") or when such liability cannot be limited or excluded under the applicable law.
- 16.4 Any warranty concerning a component from a third party is the warranty which is supplied by the manufacturer of the equipment or by the publisher, 'as is', without any additional warranty from NRB.
- 16.5 The Parties acknowledge that the price of the Contract reflects the apportionment of risks arising under the Contract and the economic balance desired by the Parties and that the Contract would not have been concluded under these terms without the limitations of liability stipulated in this clause. The Parties therefore expressly agree that the limitations of liability continue to apply even if the Contract is rescinded or terminated.
- 16.6 **Exclusions.** NRB shall not be liable for any breach of its obligations and/or compelled to pay penalties for failure to meet service levels, to the extent that such breach or such failure results from notably (i) any failure by Client, its officers, representatives, employees, providers, subcontractors or contractors to comply with its obligations, roles or the responsibilities or non-compliance with the Assumptions; (ii) any correction or modification of Services by any person other than NRB; (iii) any malfunctioning or failure of any materials, software, or services provided by Client or third parties not under NRB's control; (iv) Client's use of the Services in a manner which does conform with the instructions or specifications expressly indicated by NRB or the normal use that may reasonably be expected, or the use of the Services in combination with a material which is not recommended, not provided or not approved by NRB; (v) any disruptive element not attributable to NRB (including but not limited to attacks, virus, all kinds of processing errors, handling errors, on the infrastructures made available, ...) and stemming (i) from Client's internal network which is not under NRB's control and which impacts the NRB's production environment or (ii) from a network which is not under NRB's control (typically internet); and (vi) a Force Majeure Event.
- 16.7 **Limitations.** Except for the cases referred to in clause 16.3, any claim for contractual or tortious liability which may originate from the performance of the Contract cannot be brought more than 2 years after the end of the Contract.
- 16.8 **Complaint.** NRB's intervention within the scope of a complaint to make a correction or provide a workaround solution cannot be interpreted as an admission of any liability.

## 17. Force majeure

- 17.1 The Party that suffers an Force Majeure Event ("Affected Party") shall not be deemed to be in breach of this Contract, or otherwise be liable to the other Party for any delay in the performance or non-performance of any of its obligations to the extent that such delay or non-performance is due to a Force Majeure Event, and the time to perform the impeded obligation shall be extended accordingly. A Force Majeure Event cannot be invoked for payment obligations. The Force Majeure Event suspends the payment of the affected/impeded obligations accordingly. The Affected Party shall, as soon as reasonably possible, notify the other Party in writing of the occurrence of the Force Majeure Event, the date of commencement of the Force Majeure Event and the impact of the Force Majeure Event on its ability to perform its obligations. Upon cessation of the Force Majeure Event, the Affected Party shall promptly notify the other Party of such cessation and resume performance of the affected obligations. Where any Force Majeure Event subsists for thirty (30) or more consecutive days either Party may, in relation to the affected Services, terminate this Agreement as of a date specified by it in a written notice of termination to the

- other.
- 17.2 "Force Majeure Event" means the occurrence of an act or event beyond the reasonable control of the Affected Party which renders the performance of the Agreement by the Affected Party impossible or excessively difficult or unreasonably expensive under the Contract, which includes, without limitation and in addition to the cases usually accepted under Belgian case law (i) explosions, fires, flood, earthquakes, catastrophic weather conditions, diseases, epidemics or elements of nature or acts of God; (ii) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (iii) actions by national, regional or local authorities, foreign or international governmental authorities, or national, foreign or international courts states of emergency, or changes in laws; (iv) labour disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; and (v) failures or fluctuations in electrical power or telecommunications service or equipment, expropriation, the lack or destruction of installations or the partial or total destruction of the equipment or property required to perform the Services (e.g. cables).
18. **Suspension**  
If Client defaults on the payment of an invoice on its due date, and providing that the invoice in question has not been disputed in good and proper form in accordance with the procedure set out in clause 11.2, NRB is authorized, after giving prior formal notice and upon Client's failure to pay the amounts which are indisputably owed within a period of 10 working days, to automatically suspend the performance of all the deliveries and Services in progress until the date of payment, without prejudice to its right to obtain an indemnity from Client.  
Any delay by Client in performing its obligations also automatically suspends all the lead-times agreed to perform the Services, without any prior formal notice. The Client will be exclusively liable to bear any loss of any kind whatsoever which it suffers following a suspension.
19. **Termination of the Contract**  
The following principles apply apart from any other provision agreed by the Parties concerning the termination of the Contract:
- 19.1 **Termination for insolvency or bankruptcy** : Without prejudice to Article XX.56§1 of the Belgian Code of Economic Law (if applicable), either Party may terminate the Contract with immediate effect, without the intervention of a judge and without any indemnity being owed by the said Party, by notification by registered letter : (i) in the event that the other Party makes any arrangement for the benefit of its creditors or goes into liquidation (save for the purposes of a merger or reorganization); (ii) if a liquidator is appointed or a mortgage charge is taken over the undertaking or its assets (or over a substantial part of them) of the other Party ; and/or (iii) if the other Party is unable to pay its debts or ceases to or threatens to cease to carry on its business.
- 19.2 **Termination for convenience** : Apart from an express provision to the contrary in the Special Conditions, the Contract cannot be terminated for convenience.
- 19.3 **Termination for cause (material breach)**:  
19.3.1 In the event that a case a Party commits a material breach of this Contract (hereinafter the "Party in default"), the other Party shall send the Party in default a notification by registered mail specifying the breach committed by it, and the intention to enforce this clause. The Party in default shall then have (i) a period of fifteen days following the date of receipt of the registered letter to remedy the breach or submit a concrete plan ("Plan") to remedy the breach (if it is correctable) and (ii) thereafter a further period agreed between the Parties for the execution of the Plan. If the Plan is not submitted or performed within the agreed period, the "dispute" will be negotiated in accordance with the Dispute Resolution Procedure. If the disagreement persists at the end of this procedure, and providing that the formalities referred to above have been respected, the Party which is the victim of the breach may, without the intervention of a judge, by simply sending a registered letter to the Party in default, terminate the Contract on the date mentioned in this second registered letter or on any other date agreed between the Parties. No compensation shall be owed to the Party in default.  
19.3.2 Notwithstanding the previous clause, in case of non-payment of the invoice within the stipulated time, and providing the invoice has not been disputed in writing by the Client in accordance with the designated procedure and after a payment reminder which has remained without effect for 10 Business Days, NRB can terminate the Contract without the intervention of a judge by giving twenty (20) calendar days' notice and without any indemnity being owed by NRB and without prejudice to NRB's right to claim full compensation for the prejudice caused to it by the termination of the Contract.
20. **The consequences of the end of the Contract**
- 20.1 **Restitution** : the following clauses apply at the end of the Contract: restitution or destruction of Confidential Information (clause 15.7).
- 20.2 **Indemnity for the early termination of the Contract** In the event of the early termination of a Contract other than a contract for the supply of services (referred to in clause 27 'Assistance' of section II), NRB will be entitled to demand in addition to the payment of the Services performed by NRB up to the date of the end of the Contract, the payment of indemnities to cover, without this list being exhaustive (i) the cost of the supplies already ordered by NRB but not yet invoiced, (ii) the costs incurred by NRB and not yet invoiced (iii) an indemnity for loss of income equivalent to 30% of the amounts NRB could have invoiced Client if the Contract had been performed up until the end of the contractual term.
- 20.3 **Cooperation**. If the Contract ends, NRB will provide the assistance which is reasonably necessary in order to enable the orderly transfer of the agreed elements, so they are taken over by the Client and/or another service provider. Unless other invoicing terms are stipulated, the services which NRB performs within the scope of these exit operations will be invoiced monthly to the Client on a time spent basis, based on the hourly rate charged by NRB.
- 20.4 **Survival of the obligations**. The provisions of the Contract which are intended to subsist because of their subject matter and range, will continue to exist after the Contract ends.
21. **Non-solicitation of personnel**
- 21.1 The Client shall not (except with the prior written consent of NRB), directly or indirectly, through any intermediary entity, solicit or entice away from the employment of NRB any person who has been, at any time, employed or engaged by NRB (including subcontractors) in the provision of the Services at any time during the Term and for a further period of twelve (12) months after the termination of the Contract.
- 21.2 A lump-sum indemnification amounting to twelve (12) months of the full-time gross wages of the relevant employee shall be owed by Client for breach of the present clause. The last salary paid to such employee before termination of his employment contract shall be used for the purposes of calculating such indemnification. In the event of poaching of a consultant, or any other collaborator, the fixed sum compensation will be equal to twelve (12) months of services invoiced on the basis of the hourly or daily rate for the consultant or collaborator employed full-time.
22. **Security**
- 22.1 Without prejudice to specific obligations as set out in NRB Offer, NRB shall take all reasonable measures to provide an adequate level of security in the provision of the Services.
- 22.2 NRB develops and maintains an information security management system (SMSI) documented and certified ISO27001: 2013.
- 22.3 Each Party shall advise the other Party as soon as it becomes aware of any security breach which affect the Services or Client's data hosted by NRB.
23. **Audits**
- 23.1 Client authorizes during the term of the Contract and at any time after the end of the Contract during the audit period stipulated (i) in the licence conditions by the software publisher, or (ii) in the conditions imposed by the manufacturers, the audit of (a) the use of the licenses, hardware and/or Services and (b) the respect of all rights and limits of use of the third party software accessible directly or indirectly by the Client within the framework of the IaaS, PaaS and/or SaaS Services. To this end, Client shall (i) maintain all documents relating to the Client Applications and the use of the software required for an audit by the software publisher, (ii) provide all information to NRB and give NRB access to the Infrastructure as part of this audit, (iii) if necessary, accept the installation of software explicitly required to support the audit. Client agrees to indemnify NRB for any non-compliance found by the auditor that is attributable to Client and to bear any compliance costs, including penalties, that may be claimed to NRB as well as the audit costs. NRB shall invoice the cost of the services of NRB's personnel cooperating in the audit at NRB's standard rate. Client shall bear all the consequences, in particular the financial consequences,

- resulting from a lack of cooperation on its part or its refusal to provide the information or access referred to above.
- 23.2 In order to prevent a security breach of NRB's systems, NRB has the right to conduct an audit of the security levels of the systems or on the equipment covered by the Contract and which are managed by Client.
- 23.3 Audits which are required by a competent regulatory authority of the Client shall be permitted.
- 23.4 Any audit shall be conducted in accordance with the standards of the Institute of Internal Auditors and in particular its Code of Ethics.
- 23.5 Any audit shall be conducted in such a way as to cause minimum inconvenience and disruption to each Party.

## 24. Insurance for Client's equipment hosted at NRB.

- 24.1 In the event that equipment which is not supplied by NRB is hosted in NRB's premises during the performance of the Contract, Client is liable for this equipment and for all the losses caused by this equipment and must take out a 'liability insurance' policy at its own costs (i) to cover its liability against all damage which may be caused by this equipment notably fire, explosion, electrical and analogous risks; (ii) to cover its liability vis-à-vis NRB and/or third parties in relation to the installation or operation of this equipment; (iii) and cover the cost of rebuilding parts of the buildings or installations damaged by this equipment.
- 24.2 Client will provide NRB with an insurance certificate before installing this equipment in NRB's premises, if requested by NRB.

## 25. Miscellaneous provisions

- 25.1 **Regulatory environment:** Client shall notify NRB, in writing, (i) of all applicable legislation which is specific to Client's activities and which is applicable to NRB's performance of the Contract and (ii) of changes to such applicable legislation which may have an impact on the performance of the Contract (e.g., Services, services levels, price). In any case, Client undertakes to translate the applicable legal obligations in terms of functional requirements and to instruct NRB accordingly.
- 25.2 **Lawfulness - Respect for public order:** Client guarantees that the data or files it hosts or stores on the NRB's systems, within the framework of the performance of the Contract, are lawful and that they do not infringe, or violate the rights of any Party or third party, public order, public morality and the applicable laws and regulations. In the event of non-compliance, Client undertakes to hold NRB harmless from any claim or action that may be brought against it in this respect and to bear the cost of any damages, costs and legal defence relating to such actions or claims.
- 25.3 **Independence of the Parties :** No provision in this Contract or the behaviour of the Parties during the performance of the Contract will result in, or imply the creation of a company, an association, a temporary company, joint venture or any form of cooperation between the Parties. No Party is authorized to make declarations or to act in the name or on the behalf of the other Party or to bind it.
- 25.4 **Assignment :** Neither Party can assign or transfer, all or part of the Contract, either for valuable consideration or free of charge, without the other Party's prior written agreement.  
Notwithstanding the foregoing, the Parties agree that the present clause does not apply to the internal reorganizations of the Parties and/or of the group to which they belong, providing these modifications do not modify the nature and scope of their respective industrial or commercial activities.
- 25.5 **Subcontracting:** NRB may, if it considers this expedient, subcontract all or part of the Services to be provided under the Contract to affiliated companies or to third-party companies chosen by NRB.
- 25.6 **References:** Client agrees that NRB can mention the Contract or Client's name/logo as a reference for other contracts with other clients/prospects or in NRB' advertising
- 25.7 **Waiver :** A waiver of a right or a claim will only be effective if it is put in writing and only in the case, and for the purpose for which it is given.  
No right or remedy under, or in connection with, this Contract shall be excluded, waived or compromised by:
  - any failure to exercise or delay in exercising it.
  - any single or partial exercise of it.
  - any earlier waiver of it, whether in whole or in part.
  - any failure of the Party that the other Party did not use
- 25.8 **Severability :** If any provision of this Contract is or becomes illegal, invalid or unenforceable, in any respect, the other provisions will remain strictly applicable and the Parties will negotiate in good faith

to replace it with a valid and enforceable provision with effects which are as close as possible to the Parties' original intentions.

- 25.9 **Modifications :** Any modification of the Contract will require a written agreement signed by all the Parties in order to be valid.
- 25.10 **Dispute resolution procedure – Governing law and jurisdiction:** Except in an emergency justifying summary proceedings, any dispute or litigation relating to the Contract must, in the first instance, be negotiated by each Party's respective managers with the aim of reaching an amicable settlement. In the event of failure to reach an amicable settlement, any dispute relating to the validity, interpretation, performance, or breach of the Contract shall fall within the exclusive jurisdiction of the courts of Liège, even in the event of third-party or multiple defendants or plaintiffs. The Contract shall be governed by and construed in accordance with Belgian law (without reference to conflict of law provisions).

## SECTION II Specific additional provisions for certain services

### 26. Services with infrastructure management

In the event that these Services include infrastructure management services such as Managed Network Services, Security Services, Front Office Services, Enterprise Services, Mainframe Services, Cloud Services, the provisions of the **Software Licensing Management Services**, which are available at the address [www.nrb.be](http://www.nrb.be), will also apply and are incorporated.

### 27. Assistance

- 27.1 The provisions below will also apply when Client requests services within the scope of specific assistance such as, without this list being exhaustive, consultancy services, advisory services, training services.
- 27.2 NRB will supply Client with the services stipulated in the Special Conditions (letter of mission) concluded between NRB and Client.
- 27.3 **Identification and replacement of the collaborator.** The assistance services will be supplied by a person with the profile identified in the Special Conditions (letter of mission, work order ...). Unless stated to the contrary, the identity of the collaborator which NRB assigns to perform the services is not an essential element of the Contract and NRB can replace any collaborator with another person without the Client being able to oppose this.
- Client can demand the replacement of a collaborator after providing reasonable justification. If the justification is reasonable, NRB will replace the collaborator as soon as another equivalent profile becomes available.
- 27.4 **End of the Assistance.** The services can only end under the terms stipulated in the Special Conditions.
- 27.5 **Authorized Instructions**

The instructions set out below which are given to the collaborator by Client do not constitute any exercise of an employer's authority. Client is authorized to give the collaborator any instructions that are relevant or necessary for the performance of the Services including, but not restricted to, instructions on access to the premises, health and safety rules (well-being), opening and operating times (this does not concern working time), the administrative procedures which apply on the site concerned (controls of access, use of car parks, signing in/access systems), instructions to ensure that the Services are performed correctly in accordance with the terms and conditions agreed by the Parties (scheduling, procedures methodologies, instructions for using the infrastructure, equipment and/or software of the Client), the performance plan, the specificities of the activities and the estimated timeframe, keeping a timesheet detailing the exact extent of the services performed and to enable projects to be followed up, instructions to ensure that confidential information is processed confidentially, and IT security.

### 27.6 Prohibited instructions

The instructions given below fall within NRB's exclusive competence as the employer or co-contractor of the collaborator. Client cannot give the following instructions to the collaborator in any circumstances : instructions relating to recruitment or contractualization policy, the policy on pay/financial conditions, working conditions, training policy, apart from training policy which is necessary and agreed to perform the Services, the working time/service time policy, the authorization, justification or control of absences, the disciplinary policy, assessment (performance, competence, career management etc.) and functioning interviews.

## SECTION III Specific provisions for the protection and use of personal data (data processing agreement)

### 1. **Definitions**

"Data Protection Legislation" means any statutory regulation of the European Union and/or its member states, including, without being limited to acts, directives and regulations for the protection of Personal Data, in particular the European Regulation 2016/679 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("GDPR") and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. The Client acts as a controller (hereinafter "Controller") and NRB acts as a processor hereinafter "Processor") of personal data (hereinafter "Data") within the meaning of Article 28.3 of the GDPR.

### 2. **Object**

During the performance of the Contract, the Processor may be required to process Data in performance of the Contractor or in fulfillment of any statutory obligation. In this case, the Processor will process such Data in accordance with the instructions of the Controller. A list containing the subject-matter and duration of the processing, the nature and purpose of the processing, the type of Data and categories of data subjects is included in the Contract. The Controller is responsible for the completion of that list.

### 3. **Security of processing**

- 3.1. In accordance with Article 32 of the GDPR, the Processor guarantees that it will implement throughout the duration of the Contract the appropriate technical and organizational measures agreed to preserve the Data. In particular, the Processor shall protect Data against unauthorized or illegal access, loss, alteration, disclosure, processing or destruction of the Controller's Data.
- 3.2. NRB has the following certificate regarding security and information management: ISO/IEC 27001:2013 (certificate no. IS 706533 issued by BSI).

### 4. **Compliance**

At the Client's request, the Processor shall cooperate in preparing a Data protection impact assessment as well as in regular updating that assessment.

On the basis of article 28 of the GDPR, the Processor, taking into account the type of processing, assists the Controller by way of appropriate technical and organizational measures in every possible way, in carrying out his obligation of responding to the requests addressed to him by data subjects in order to exercise their rights provided in chapter III of the GDPR.

The Processor will notify without undue delay to the Controller and in particular his DPO, any complaint, request or notice from a data subject exercising his rights under Data protection legislation.

The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down by the Data Protection Legislation, including in what concerns all necessary information to enable the carrying out of audits, or inspections, by the Controller or another auditor, appointed by him, and contribute to those audits.

### 5. **Location of processing**

The Processor shall only process the Controller's Data, whether this is done by himself or via a third party, at a location in the EU. Nevertheless, in specific situations, such as expert level support interventions, to ensure the continuity of services, or the use of software and on-line services of software publishers (or their subprocessors) potentially located outside EU, the Controller accepts and agrees that a transfer to a third country can take place, subject to the existence of an adequacy decision within the meaning of Article 45 of the GDPR or the effective implementation of appropriate safeguards within the meaning of Article 46 of the GDPR, such as the standard contractual clauses adopted by the European Commission for Data transfers to third countries (2021/914/EU).

### 6. **Data Breach management**

- 6.1. In case of a Data Breach in the context of their processing, the Processor will assist the Controller in ensuring compliance with the obligations pursuant to the Data Protection Legislation and in particular to GDPR Article 32 to 36, taking into account the nature of processing and the information available to the Processor. If the Controller judges it necessary, he will inform the data subjects and

third parties, including the Data protection Authority, of the Data breach.

- 6.2. The Processor notifies, on its own initiative, the Controller, and in particular its, of any Data Breach or suspected Data Breach as soon as possible after having become aware of it, by sending an e-mail to the DPO of the Controller.

### 7. **Use of subProcessors**

- 7.1. In accordance with article 28.2 of the GDPR, the Processor will not engage another processor ("Sub-processor") without prior written authorization of the Controller. The Controller hereby grants a general authorization to the Processor to use sub-Processors in the provision of Services to the Controller.

The Controller has knowledge of sub-Processors existing at the time of the signature of the Contract involved in the provision of services to NRB (including IBM, Microsoft, Oracle, SAP, Dell, Cisco, VMware, Compuware), or specifically involved in the Contract and as identified in the NRB's Offer or in the Special Conditions and on which he agrees. The Processor will provide the Data Controller, upon request, with a list of the Sub-processors with, for each of them, their identity, their contact details, the nature of the Data processed by them as well as the purposes and duration of the processing entrusted to them.

The Processor will inform the Controller in case of recourse to a future Sub-processor. The Controller will, if necessary, issue reasonable and justified objections within 15 days after this information.

- 7.2. In accordance with article 28.4 of the GDPR, the Processor shall use only Sub-processors providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that processing shall meet the requirements of the Contract and of the Data Protection Legislation and ensure the protection of the rights of the Data Subject.
- 7.3. Processor will impose on its Sub-Processor(s) Data protection obligations that are as binding than those arising from this this Data processing agreement.

### 8. **Return and deletion of Personal Data**

Within 3 months after the end of the Contract or at first request from the Controller, the Processor shall at Controller's discretion:

- a) delete all copies of Controller Data stored or processed by The Processor, or
- b) return all Data to the Controller in a structured, easily reusable and interoperable format and delete existing copies, in which case Controller will have to defray the Processor, unless Union or Member State law requires storage of the Data. In this case, the Processor must inform the Controller.

### 9. **Processing of the co-contracting party's Data**

- 9.1. Data of the contact persons of a Party (surname, first name, function, telephone, e-mail, languages) are processed by the other Party in accordance with the applicable Data Protection Legislation, to enable the entering into and good performance of the Contract (comprising the order, the performance, the invoicing, reporting, security). Furthermore, by supplying its Data, the Party (which then acts as the controller) gives the other Party express permission to process this information for and to the extent necessary for the purposes indicated above.
- 9.2. Data, as referred to in this article, shall be stored for 10 years after the end of the concerned Contract.
- 9.3. The Parties or their contact persons may obtain, free of charge if it is a reasonable volume, from the Controller the written communication of the Data and the portability of the Data, as well as, where appropriate, rectification, restriction of processing, deletion of those which are inaccurate, incomplete or irrelevant. The application is considered as dismissed where no action has been taken on the application within 30 days of the request. They may also apply to or lodge a complaint with the Data Protection Authority for the exercise of these rights.