

General Terms and Conditions Info Support N.V.

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infoSupport
Solid Innovator



Info Support N.V.

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Table of Contents

1.	DEFINITIONS.....	2
2.	OBLIGATIONS OF INFO SUPPORT	2
3.	CUSTOMER OBLIGATIONS.....	2
4.	ABSENCE	3
5.	HEALTH, SAFETY AND SECURITY.....	4
6.	CUSTOMER LABOR DISPUTES	4
7.	OWNERSHIP	4
8.	INTELLECTUAL PROPERTY	4
9.	TERMINATION.....	4
10.	LIABILITY	5
11.	NON-SOLICITATION	5
12.	CONFIDENTIALITY	6
13.	FORCE MAJEURE	6
14.	FINAL PROVISIONS.....	6



1. DEFINITIONS

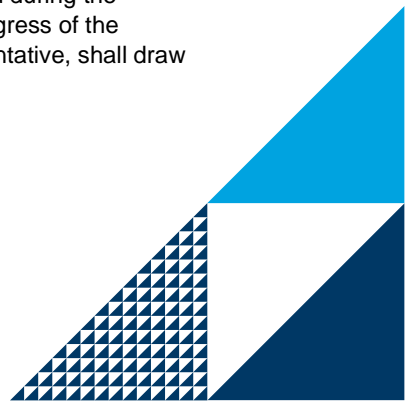
- 1.1 "Info Support" means Info Support NV, with its registered office at 2800 Mechelen, Generaal De Wittelaan 17 bus 30, registered under company number 0463.525.188, and no other company belonging to the Group.
- 1.2 "Contract" means the contracting agreement subject to these General Terms and Conditions that sets forth the particular terms of the Services (as defined below).
- 1.3 "Customer" means the customer of Info Support who signs the Contract.
- 1.4 "Services" are the services provided to the Customer in accordance with the Contract.
- 1.5 "Establishment" means the establishment of the Customer as indicated in the Contract.
- 1.6 "Project Representative" is the contact person appointed by Info Support with the Customer as designated in the Contract, or his/her replacement.
- 1.7 "Customer Representative" is the Customer's designated contact person with Info Support as designated in the Contract, or his/her replacement.
- 1.8 "Employees" are the persons appointed by INFO SUPPORT (whether or not employees of INFO SUPPORT) as listed in the Contract, or their replacements, who effectively perform the Services under the direct authority of INFO SUPPORT.
- 1.9 "Confidential Information" means trade secrets, confidential data or proprietary information, including but not limited to information relating to products, customers, business relationships, financial or contractual arrangements or other understandings, agreements or other transactions or business, reports, recommendations, advice or tests, source and target program code (object code) and development plans.
- 1.10 With regard to the expressions defined in this Article 1 of these General Terms and Conditions, the singular shall include the plural and vice versa.

2. OBLIGATIONS OF INFO SUPPORT

- 2.1 INFO SUPPORT undertakes:
- a) make all reasonable efforts so that the Employees would be able to perform the Services and be available at the times provided for in the Contract. If necessary, INFO SUPPORT shall replace a Colleague and use all reasonable efforts to ensure that the replacement has a similar level of competence. The Employees shall always receive their orders, instructions and directives only directly from INFO SUPPORT. If the Customer has any comments on the performance of the Services by any Employee, they shall report them only to INFO SUPPORT's Project Representative.
 - b) appoint a Project Representative and, when necessary, provide for his replacement.
- 2.2 INFO SUPPORT shall have all legally required consents, registrations or permits necessary to perform its obligations under the Contract.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer undertakes:
- a) appoint a Customer Representative and, when necessary, provide for his replacement.
 - b) ensure that the Customer Representative will meet with the Project Representative on a regular basis in order to draw up the schedule, to examine any problems encountered during the performance of the Services and, in general, to monitor the evolution and progress of the Services. The Customer Representative or, if so agreed, the Project Representative, shall draw



up a report of these meetings, which the Customer Representative and the Project Representative shall sign for approval.

- c) Provide INFO SUPPORT immediately with all information that is available and necessary or useful to enable the provision of the Services, including information relating to Health, Safety and Protection regulations.
- d) Notify INFO SUPPORT immediately and in writing if the Customer discovers or has reason to believe that (1) INFO SUPPORT is relying on incorrect assumptions in the performance of the Services, or (2) incorrect information was given to INFO SUPPORT.
- e) sign, or have signed by Customer Representative, a monthly timesheet by which Customer agrees to the number of hours worked by INFO SUPPORT and to the work performed during the previous month. The Customer, or the Customer Representative, shall sign this timesheet no later than the last business day of the month to which the timesheet relates.
- f) agree to, or make one set of comments on, any report or other document requiring agreement with INFO SUPPORT and do so within the ten days or within the period agreed upon between the Customer Representative and the Project Representative.
- g) Notify INFO SUPPORT in writing immediately if the Customer has reason to believe that the Services are not being properly performed.
- h) ensure that all of its appointees assisting INFO SUPPORT in the performance of the Services are fully competent to do so.
- i) provide the Employees with access to the Premises (or any other premises of the Customer where the Employees perform the Services by mutual agreement between the parties) within the normal working hours applicable at the Customer, or, if certain Services need to be performed urgently, and upon agreement between the Project Representative and the Customer Representative, at all times.
- j) comply with the legal provisions regarding the protection of computer programs and the protection of privacy in connection with the information and data provided to INFO SUPPORT, and indemnify INFO SUPPORT against all claims related thereto attributable to the Customer. All personal data submitted by the Customer to INFO SUPPORT must be marked "Personal" by the Customer.
- k) to provide at the Premises (or at any other Premises of the Client where the Employees perform the Services by mutual agreement between the parties) all reasonable office facilities including telephone, fax, internet and email and the ability to make copies and all necessary hardware and software that should allow INFO SUPPORT to provide the Services in a professional manner.
- l) in return for providing the Services, to pay INFO SUPPORT the fees set forth in the Contract. At the end of each month, INFO SUPPORT shall send the Customer an invoice. The invoice shall be payable within thirty days of the invoice date. In the absence of payment within this period, interest on arrears of 1% per month and a one-off fixed compensation of 10% shall be due, ipso jure and without formal notice, on all invoices already due but not yet paid. INFO SUPPORT shall be entitled to suspend execution of the agreement in the event of non-payment of overdue invoices.
- m) Indemnify INFO SUPPORT against any (legal) claims arising from any infringement or alleged infringement of a patent, trade or service mark, registered design or copyright, which directly or indirectly originates with the Customer.

4. ABSENCE

INFO SUPPORT shall give timely notice to the Customer of its Employees' annual vacation. The Employees shall also attend, from time to time, business meetings, training courses and technical seminars organized by or for INFO SUPPORT. The Project Representative shall notify the Customer

Representative in advance of the days on which certain Employees will not perform Services for these reasons.

5. HEALTH, SAFETY AND SECURITY

INFO SUPPORT warrants that its Employees will comply with the Client's Health, Safety and Security regulations, provided that the Client has made all information relating to such regulations, applicable to the Location, or to any other location where Employees will perform the Services by mutual agreement between the parties, available to INFO SUPPORT in a timely and unambiguous manner.

6. CUSTOMER LABOR DISPUTES

If the Employees are unable to carry out work at the Site, or at any other site of the Customer where the Employees are to carry out the Services by mutual agreement between the parties, as a result of the temporary closure of the site, labor disputes at the Customer or any other reason within the control of the Customer but outside the control of INFO SUPPORT, the lost days shall be charged to the Customer. For the days lost, INFO SUPPORT shall invoice the Customer as if each Employee involved had performed during that day.

7. OWNERSHIP

Unless otherwise expressly agreed in writing, the equipment, data carriers, programs, documents and all other materials provided by INFO SUPPORT to the Customer in relation to the provision of the Services shall remain the property of INFO SUPPORT.

8. INTELLECTUAL PROPERTY

8.1 With the exception of all pre-existing rights of third parties and INFO SUPPORT, all intellectual property rights, including but not limited to copyrights, design rights and know-how, in relation to Confidential Information or other information of the Customer and in relation to the work of INFO SUPPORT based on Confidential Information or other information of the Customer, performed within the framework of the execution of the Contract, shall remain with the Customer. INFO SUPPORT shall have a non-exclusive and non-transferable license to use and research the Confidential Information of the Customer for the purpose of achieving the objectives of the Services and this for the duration of the Contract.

8.2 Except for all pre-existing third party rights, all transferable intellectual property rights, including but not limited to copyrights, design rights and know-how, relating to Confidential Information or other information of INFO SUPPORT and the work provided by INFO SUPPORT including but not limited to tools, techniques, reports, documentation, drawings, data, work papers and materials of INFO SUPPORT shall remain the property of INFO SUPPORT. The Customer shall have a non-exclusive, personal and non-transferable license to use the work provided by INFO SUPPORT for the Customer. The Client shall use the work based on the Confidential Information for internal use only and shall not make it available to third parties in any way, directly or indirectly, for remuneration or free of charge. The Customer is prohibited from translating, editing or otherwise modifying the services and software provided by INFO SUPPORT without the prior written consent of INFO SUPPORT.

9. TERMINATION

- 9.1 Notwithstanding Article 3 of the Contract, each party shall have the right, without prejudice to its other rights, to terminate the Contract immediately by written notice to the other party if the other party:
- a) commits an essential or continuing breach of any of its obligations under the Contract or these Terms and Conditions, and that breach is either irreparable or the other party failed to remedy that breach within a period of ten (10) days after receiving written notice of the breach; or
 - b) is in bankruptcy, becomes insolvent, is dissolved, a receiver or liquidator, administrator, trustee or similar person has been appointed over the whole, or a substantial part, of the other party, or

when the other party enters into or proposes to enter into a settlement with all of its creditors, or when anything similar to the foregoing occurs in any applicable jurisdiction.

9.2 On expiration or termination of the Contract:

- a) automatically expire all rights and obligations of the parties under the Contract, except those expressly or impliedly intended to take effect or continue in effect after the expiration or termination of the Contract.
- b) the Customer shall immediately pay all sums still owed to INFO SUPPORT under the Contract. If INFO SUPPORT terminates the Contract pursuant to clause 9.1 of these Terms and Conditions, or the Customer terminates the Contract outside the terms of clause 9.1 of these Terms and Conditions, INFO SUPPORT shall be entitled to compensation for loss of profit on the Services not yet performed in the amount of 20% of the fees that would have been due if all of the Employees involved had performed Services until the end of the then current period of the Contract, without prejudice to INFO SUPPORT's right to greater compensation if it can demonstrate greater loss.
- c) INFO SUPPORT shall, at the request of the Customer, return all materials supplied by the latter.

10. LIABILITY

- 10.1 Notwithstanding the other provisions of this Article, neither party shall limit its liability for death or injury to any person resulting from its own negligence or that of its appointees.
- 10.2 INFO SUPPORT's liability to the Customer under the Contract, arising from negligence, breach of contract or any other reason, shall never exceed the lesser of (1) 125,000 Euros, or (2) the total amount already paid by the Customer to INFO SUPPORT under the Contract at the time this reason arises.
- 10.3 INFO SUPPORT shall not be liable for products or services that consist of or are based on information or materials provided by the Client or third parties.
- 10.4 INFO SUPPORT shall not be held liable by the Client for any indirect or incidental losses or damages, including but not limited to loss of sales or profits, resulting from negligence, breach of contract, or any other cause.
- 10.5 The responsibility for making decisions based on information provided by INFO SUPPORT shall remain solely that of the Customer.
- 10.6 The warranties of INFO SUPPORT in connection with the performance of the Services shall be limited only to those expressly given in the Contract or these Terms and Conditions.

11. NON-SOLICITATION

- 11.1 During the term of the Contract and for one (1) year after its expiration or termination, neither party shall use the services of any employee of the other party who has participated in the execution of the Contract, whether directly or indirectly, as an employee, servant, self-employed person, partner or in any other capacity or manner.
- 11.2 The parties agree that in the event of a breach of Article 11.1 of these General Terms and Conditions, the party at fault shall be liable to pay compensation to the other party. Such compensation shall be paid no later than thirty (30) days after the breach. The compensation shall be equal to the last monthly salary paid by INFO SUPPORT or the Client to its enlisted appointee, multiplied by 13.9, or, if the appointee is not a staff member but a subcontractor, the greater of (I) the total compensation paid by INFO SUPPORT or the Client to the enlisted appointee during the last 12 months, and (II) the compensation paid by INFO SUPPORT or the Client to the enlisted appointee for the last full month, multiplied by 12.

12. CONFIDENTIALITY

- 12.1 Before written consent of the other party, neither party shall disclose Confidential Information of the other party to anyone who does not need it for the proper performance of the Contract. Disclosures will be made on a confidential basis.
- 12.2 Besides the written consent of the other party, neither party shall use Confidential Information given or supplied by or on behalf of the other party for any purpose other than the performance of the Contract.
- 12.3 Confidential Information does not include:
- a) information that has become public prior to such communications.
 - b) information that is or becomes available to either party through third parties who by such communication do not violate any express or implied agreement of confidentiality to the other party in the Contract.
- 12.4 The confidentiality obligations in this Article 12 shall remain in force for 5 years after the end of the Contract. However, INFO SUPPORT may always publish a summary description of the work provided under the Contract, provided that the name of the Customer, or of any company connected to the Customer, is only mentioned if the Customer has given its prior written consent. The Customer shall only withhold such consent on the basis of good cause. The Customer shall not publish or publicize, in any form whatsoever, the work supplied by INFO SUPPORT under the Contract, except with the prior and written consent of INFO SUPPORT. INFO SUPPORT can only refuse this permission on the basis of good cause.
- 12.5 INFO SUPPORT may include the Customer in its customer list.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract or these Terms and Conditions due to causes beyond the reasonable control of the party involved, such as, but not limited to, the illness of any Employee.

14. FINAL PROVISIONS

- 14.1 Notification
- Any notice from one party to the other shall be in writing and delivered by hand or by mail to the address of the registered office of the other party, or such other address as may be notified to the other party. Any notice shall include the words "for the attention of the Project Representative" or "for the attention of the Customer Representative."
- 14.2 Applicable law and competent court
- The Contract and these General Terms and Conditions are subject to Belgian law. Any dispute arising from the conclusion, execution and/or interpretation of the Contract or these General Terms and Conditions shall be submitted to the courts within the district of Info Support's registered office.
- 14.3 Transfer
- Neither party shall assign all or any part of its rights or obligations under the Contract to any third party without the prior and written consent of the other party.
- 14.4 Distance of right
- The failure of one of the parties to claim a right or to apply a sanction in no way constitutes a waiver of rights.

14.5 Full Contract

These General Terms and Conditions, together with the Contract, constitute the entire agreement between the parties relating to the Services, and supersede all previous proposals, discussions or agreements, whether written or oral. Any addition or modification to the Contract or these General Terms and Conditions must be in writing and signed by both parties. In the event of any conflict between the provisions of these General Terms and Conditions and the Contract, the provisions of the Contract shall prevail.

For agreement to these General Terms and Conditions:

For [Customer name]

Name:

Function:

Date:

INFO SUPPORT NV

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2800 Mechelen

