

TERMS OF SERVICE

GENERAL TERMS & CONDITIONS

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V.1.2

CONFIDENTIAL

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TERMS & CONDITIONS

GLESA SERVICES

This document outlines the general terms and conditions of service by GLESA (the “GTC”). GLESA is a company incorporated as GLESA SRL in the Kingdom of Belgium under company number 0731.921.121, with its registered offices located at B4053 Embourg – 76, rue Basse Mehagne. Throughout the GTC GLESA SRL is referred to as “GLESA” and the buyer of the company’s services is referred to as the “Client”.

ARTICLE I. DEFINITIONS

SECTION 1.01 AGREEMENT STRUCTURE

These GTC are organized in the following sections called “Articles”:

Part 1 - Definitions include Agreement Structure and definitions of terminology used in the GTC;

Part 2 - Services includes a description of the Services delivered by GLESA, the ways and means involved in the delivery of Services and Termination of a Service;

Part 3 - General includes terms regarding Acceptance of GTC, Changes to GTC, Termination of GTC, Delivery, Offers and Proposals, Charges and Payment, Means of Payment and Penalties;

Part 4 - Intellectual Property and Confidentiality;

Part 5 - Liabilities, Remedies and Limitation of Liability;

Part 6 - General Principles of Our Relationship, Geographic Scope and Governing Law.

SECTION 1.02 APPENDICES AND PROJECT DOCUMENTS

Additional terms for Services are in documents called "Appendices" and "Project Documents" provided by GLESA. In general, Appendices contain terms that may apply to more than one Service transaction, while Project Documents (such as a statement of work, supplement, schedule, plan, specification, test scenario, exhibit, change authorization, or addendum) contain specific details and terms related to each individual transaction. The Client may receive one or more Project Documents for a single transaction. Appendices and Project Documents are part of these GTC only for those transactions to which they apply. Each transaction is separate and independent from other transactions. If there is a conflict among the terms of these GTC, Appendices, and Project Documents, those of an Appendix prevail over those of

these General Terms, and the terms of a Project Document prevail over those of both these GTC and any one Appendix.

SECTION 1.03 MATERIALS

Materials refer to literary works or other works of authorship, including but not limited to documentation, memos, presentations, slides, graphics, concept maps, mind maps, document templates, software programs and code, reports, and similar works, that GLESA may deliver to the Client as part of a Service.

SECTION 1.04 SERVICE

By Service we refer to the performance of a project, a task, assistance, support, or access to resources, including but not limited to data, information, databases and similar intangible assets, that GLESA makes available to the Client.

SECTION 1.05 ENTERPRISE

Enterprise refers to any legal entity (such as a corporation) and the subsidiaries it owns by 50 percent or more.

SECTION 1.06 WESTERN EUROPE

Andorra, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, Vatican State, plus any country subsequently added to the European Union as of the date of accession.

ARTICLE II. SERVICES

GLESA provides the following Services:

- › Business Advisory services, which consist of work done to assess situations and provide advice to Clients;
- › Business Coaching services, whereby an individual or a team of the Client is being followed in their day-to-day activity and supported towards solving a targeted unsatisfactory situation either by changing methods and practices or by acquiring skills and know-how that they do not possess or apply to a sufficient degree;

- › Business Training services, whereby one or more formal sessions aimed at providing knowledge and know-how to a group of the Client's employees, either through classroom style events or through more or less targeted workshops;
- › Interim Management services, whereby GLESA makes qualified management personnel available to fill positions within the Client's Enterprise for a defined period of time;
- › Project Management services, whereby GLESA takes the responsibility of managing one or more of the Client's projects on behalf of the Client to ensure achievement of objectives under defined constraints with a sufficient degree of transparency;
- › Functional and Business Analysis services, whereby GLESA takes the responsibility of carrying out analysis work to define the business and functional requirements of the Client's Enterprise with respect to the development of bespoke software or selection and implementation of off-the-shelf software packages;
- › Software Functional Testing services, whereby GLESA takes the responsibility for defining and executing a functional test plan for a Client.

SECTION 2.01 PERSONNEL

Each party will assign personnel that are qualified, adequately trained and experienced to perform the tasks required of such party under these GTC.

Each Party is responsible for the supervision, direction, control, and compensation of its personnel. Subject to the foregoing, each party may determine the assignment of its personnel and its contractors. When the Client purchases Interim Management or Project Management Services from GLESA, it delegates its authority to GLESA for job assignments, work organization, supervision, direction, control and day-to-day management of its personnel.

GLESA may engage subcontractors to provide or assist in providing Services, in which case GLESA remains responsible for the fulfillment of its obligations under these GTC and for the performance of the Services.

SECTION 2.02 QUALITY ASSURANCE

GLESA undertakes to proceed to all necessary steps to ensure the quality of processes and deliverables involved in the delivery of Services to the Client.

SECTION 2.03 EQUIPMENT & INFRASTRUCTURE PROVIDED BY THE CLIENT

If the Client is making available to GLESA any facilities, software, hardware or other resources in connection with the performance of Services by GLESA, the Client agrees to obtain any licenses or approvals related to these resources that may be necessary for GLESA to perform the Services and develop Materials.

GLESA will be relieved of its obligations that are adversely affected by the Client's failure to promptly obtain such licenses or approvals. The Client agrees to reimburse GLESA for any reasonable costs and other amounts that GLESA may incur from the Client's failure to obtain these licenses or approvals.

Unless otherwise agreed in an Appendix or Project Document, the Client is responsible for:

- 1) any data and the content of any database the Client makes available to GLESA in connection with a Service under these GTC;
- 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and
- 3) backup and recovery of the database and any stored data.

The fact that GLESA may be using equipment and pieces of infrastructure belonging to the Client shall not affect in any way, shape or form the intellectual property and copyright of Materials delivered and the provisions of the sections of these GTC that are devoted to matters of copyright and intellectual property shall be in full force without being affected by the provisions of this section.

GLESA may use equipment and infrastructure provided by the Client to produce content and other intangible assets unrelated to the Services, for which GLESA shall retain full, exclusive and irrevocable intellectual property and copyright.

SECTION 2.04 AUTOMATIC SERVICE RENEWAL

Renewable Services renew automatically for a same length contract period unless either Party provides written notification (at least three months prior to the end of the current contract period) to the other of its decision not to renew.

SECTION 2.05 TERMINATION OF SERVICES

Either party may terminate a Service transaction if the other materially fails to meet its obligations concerning the Service. If the cause for terminating the Service is the Client's failure to meet their obligations, the Client agrees to indemnify GLESA to compensate the opportunity cost of resources allocated to the Service, which will be defined as being 80% of the estimated budget of the terminated Services.

The Client may terminate a Service, on notice to GLESA provided the Client has met all minimum requirements and settled all outstanding financial obligations, including financial obligations arising from work performed as part of the delivery of the terminated Service on Materials not delivered to the Client at the time of their termination notice. GLESA undertakes to finalize such Materials and to deliver them to the Client on the terms initially agreed and the Client undertakes to fully cooperate for the performance of such finalization work on unfinished Materials to take place in the best possible conditions.

The Client agrees to pay GLESA for

- 1) all charges for Services GLESA provides and any Materials GLESA delivers through Service termination, and
- 2) reimbursable expenses GLESA incurs through Service termination.

If the Client terminates without cause, the Client also agrees to pay any applicable adjustment or termination charges and for expenses GLESA incurs as a result of such termination (which GLESA will take reasonable steps to mitigate).

GLESA may withdraw a Service on three months' written notice to the Client. If GLESA withdraws a Service for which the Client has prepaid and GLESA has not yet fully provided it to the Client, GLESA will give the Client a prorated refund or, subject to the Client's agreement, arrange for an alternative way for the Service to be delivered, in which case GLESA will undertake all financial obligations resulting from the delivery.

Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

ARTICLE III. GENERAL

SECTION 3.01 ACCEPTANCE OF GTC

The Client accepts the terms in Appendices and Project Documents by:

- 1) signing them (by hand or electronically),
- 2) accepting them in writing via electronic mail sent through the Client's official email address,
- 3) using the Service, or allowing others to do so, or
- 4) making any payment for the Service.

A Service becomes subject to these GTC when GLESA accepts the Client's order by

- 1) sending the Client a Project Document,
- 2) delivering or making the Materials available to the Client, or
- 3) providing the Service.

Any Appendix or Project Document will be signed by both parties if requested by either party.

SECTION 3.02 CHANGES TO GTC

In order to maintain flexibility in our business relationship, GLESA may change the terms of these GTC by providing the Client at least three months' written notice. Such changes require no prior approval by or consultation with the Client. However, these changes are not retroactive. They apply, as of the effective date GLESA specifies in the notice, only to new orders, on-going transactions that do not expire, and transactions with a defined renewable contract period. For transactions with a defined renewable contract period.

For the communication of changes to the GTC, GLESA fulfills its obligations to keep the Client informed of any changes upon sending an electronic mail, postal letter or any other form of transmission of written content comprising the new version of GTC.

The Client may request that GLESA defer the change effective date until the end of the current contract period. The Client acknowledges its agreement to have these changes apply for such transactions by

- 1) placing new orders for Services after the change effective date,
- 2) failing to request that the change effective date be deferred until the start of the next renewal period,
- 3) allowing transactions to renew after receipt of the change notice, or
- 4) failing to terminate non-expiring transactions prior to the change effective date.

Changes to charges are implemented as described in the Charges and Payment section above.

Otherwise, for a change to be valid, both parties must sign it.

SECTION 3.03 TERMINATION OF GTC

Either party may terminate these General Terms on written notice to the other following the expiration or termination of the terminating party's obligations under these General Terms, including any applicable Appendix or Project Document.

Either party may terminate these General Terms if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms of the provisions of these GTC that, by their nature, extend beyond the GTC termination remain in effect until fulfilled, and apply to both parties' respective successors and assignees.

SECTION 3.04 DELIVERY

Delivery dates are estimates unless otherwise specifically agreed in a Project Document. Transportation charges, if applicable, will be specified in a Project Document. For Materials GLESA provides to the Client in tangible form, GLESA fulfills its shipping and delivery obligations upon the delivery of such Programs to the GLESA-designated carrier, unless otherwise agreed to in writing by the Client and GLESA.

SECTION 3.05 DELIVERY: NATURE OF OBLIGATIONS

Except where explicitly stated otherwise, GLESA undertakes to deliver Services on a best effort basis and to provide adequate competencies to achieve the goals of Service defined in Appendices or Project Documents.

SECTION 3.06 OFFERS & PROPOSALS

From time to time GLESA may be issuing offers and proposals in response to the Client's requests or at its own initiative. Such offers and proposals are issued as a basis for discussion and may be accepted as issued or lead to exchanges between the Parties. All of GLESA' offers and proposals are without engagement or legal obligation of any sort unless stated otherwise. In no case shall any offer or proposal be used to alter any existing agreements between the Parties under these GTC.

SECTION 3.07 CHARGES & FEES

(A) FEES

A Project Document specifies the amount payable (the "Fees") for Services, based on one or more of the following types of charges: one-time, recurring, time and materials, or fixed price. Additional charges may apply (such as special handling, documentation or travel related expenses). GLESA will inform the Client in advance whenever additional charges apply.

Recurring charges for a Service begin on its Date of Implementation. Charges for Services are billed as specified in a Project Document, which may be in advance, periodically during the performance of the Service, or after the Service is completed. Unless otherwise provided in these GTC (including any applicable Appendix or Project Document):

- 1) Services for which the Client prepays must be used within the applicable contract period; and
- 2) GLESA does not give credits or refunds for any prepaid or other charges already due or paid.

If a Project Document provides an estimated total charge for time and materials or for usage charges, the estimate is for planning purposes only. GLESA invoices charges based on actual

time and materials expended or the Client's actual or authorized use, subject to any specified minimum commitment.

(B) CHANGES OF FEES

From time to time, GLESA may change its Fees. The Client receives the benefit of a decrease in charges for amounts that become due on or after the effective date of the decrease. Unless provided otherwise in an Appendix or Project Document, GLESA may increase recurring charges for Services, as well as labor rates and minimums for Services provided under these GTC, by giving the Client three months' written notice. An increase applies on the first day of the invoice or charging period on or after the effective date GLESA specifies in the notice.

GLESA may increase one-time charges without notice. However, an increase to one-time charges does not apply to the Client if GLESA receives the order before the announcement date of the increase.

The Client may cancel an order to which a price increase applies within 30 days.

Upon reasonable notice, GLESA may verify the data and other information affecting the calculation of charges under these GTC. Such verification will be conducted in a manner that minimizes disruption to the Client's business and may be conducted on the Client's premises, during the Client's normal business hours. The Client agrees to

- 1) provide records, system tools outputs, and other electronic or hard copy system information reasonably necessary for such verification, and
- 2) pay half of the work performed to proceed to the verification at a price equal to the highest Fee applicable at that time for time and materials work, and
- 3) promptly pay any additional, valid charges and other liabilities determined as a result of such verification.

(C) TAXES

The Client agrees to pay all taxes and duties, regardless of their qualification, unless specified otherwise on the invoice. Additional taxes and tax related charges may apply if GLESA personnel are required to perform Services outside their normal tax jurisdiction. As practical, GLESA will work to mitigate such additional tax and tax related charges and will inform the Client in advance if these additional charges apply and are payable by the Client.

(D) EXPENSES

GLESA may have to incur expenses in direct relation with the delivery of Services in accordance with estimates provided to the Client, who undertakes to settle such expenses upon simple claim by GLESA, whether in the form of an invoice or in that of an expense claim by a member of the GLESA personnel assigned to the Client's projects.

The Client undertakes to cover all expenses of travel and accommodation incurred by GLESA, unless otherwise specified in Appendices or Project Documents.

SECTION 3.08 PAYMENT TERMS

Amounts are due and payable upon receipt of invoice. The Client agrees to pay accordingly, including any late payment charges. Payment must be executed within 30 days from the date of receipt of the invoice issued by GLESA.

GLESA reserves the right to:

- 1) base its decision to enter an agreement with the Client or to accept the Client's order on the Client's solvency, and
- 2) require payment in advance of delivery or other security for payment.

The Client's obligation to pay is unconditional and shall not be subject to any abatement, reduction, setoff, defense, counter-claim interruption, deferment, or recoupment.

SECTION 3.09 MEANS OF PAYMENT

Payment may be made electronically to an account specified by GLESA or by other means agreed to by the Parties. Where international payments are required, the Client undertakes to give instruction to their financial institution for the charges of transfer to be shared between the Client and GLESA.

Cheques and other non electronic means of payment are not acceptable and GLESA reserves the right to charge the Client for any additional costs incurred as a result of the Client deviating from the agreed electronic form of payment.

SECTION 3.10 LATE PAYMENT

If payment is not made within 30 (thirty) days from the date of invoice, the Client will be in default without the necessity of a default notice. In such case the Client will be subject to late payment fees of 1% per month and to an administrative one-off penalty equal to one day of work under time and materials regime. Furthermore, in such case GLESA shall have the right to cancel any rebates and reductions granted to the Client, in which case the corresponding amounts shall be charged to the Client on a separate invoice or on the next invoice to be issued by GLESA.

The late payment charges will be calculated as follows:

- › GLESA shall consider a payment to be late if on the date mentioned as payment date on GLESA invoices the funds are not recorded on the bank account designated for payment on the invoices issued by GLESA to the the Client;

- › GLESA may apply the Client's payment to its other outstanding invoices;
- › GLESA' rights relating to late payment charges shall be in addition to any other right that GLESA may have in the event that the Client fails to make any payment due to GLESA under these GTC.

Furthermore, if the Client fails to settle all outstanding financial obligations towards GLESA within 60 (sixty) days from the day the first unsettled obligation became due, GLESA shall:

- 1) be fully released of its obligation of confidentiality as outlined in Section 4.03 for all the Materials delivered and left unpaid;
- 2) retain or, if already transferred, recover, in full all of the intellectual property rights attached to the Materials delivered and left unpaid.

ARTICLE IV. INTELLECTUAL PROPERTY & CONFIDENTIALITY

SECTION 4.01 INTELLECTUAL PROPERTY PROTECTION

(A) THIRD PARTY CLAIMS

If a third party claims that a Material GLESA provides to the Client infringes that party's patent or copyright, GLESA will defend the Client against that claim at GLESA' expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by GLESA, provided that the Client:

- 1) promptly notifies GLESA in writing of the claim; and
- 2) allows GLESA to control, and cooperates with GLESA in, the defense and any related settlement negotiations.

(B) REMEDIES

If such a claim is made or appears likely to be made, the Client agrees to permit GLESA to enable the Client to continue to use the Material, or to modify it, or replace it with one that is at least functionally equivalent.

If GLESA determines that none of these alternatives is reasonably available, the Client agrees to return the Material to GLESA on GLESA' written request. GLESA will then give the Client a credit equal to the amount the Client paid GLESA for the creation of the Materials.

(C) CLAIMS FOR WHICH GLESA IS NOT RESPONSIBLE

GLESA has no obligation regarding any claim based on any of the following:

- 1) anything provided by the Client or a third party on the Client's behalf that is incorporated into a Material or GLESA's compliance with any designs, specifications, or instructions provided by the Client or a third party on the Client's behalf;
- 2) modification of a Material by the Client or a third party on the Client's behalf, or a Material's use other than in accordance with its applicable licenses and restrictions;
- 3) the combination, operation, or use of a Material with any product, hardware device, program, data, apparatus, method, or process that GLESA did not provide as a solution, if the infringement would not have occurred were it not for such combination, operation or use;
- 4) the distribution, operation or use of a Material outside the Client's Enterprise; or
- 5) infringement by a non-GLESA Material alone.

This Intellectual Property Protection section states GLESA's entire obligation and the Client's exclusive remedy regarding any third party intellectual property claims.

SECTION 4.02 MATERIALS OWNERSHIP & LICENSE

An Appendix or Project Document will specify Materials to be delivered to the Client and identify them as "Type I Materials," "Type II Materials," or otherwise as the Parties agree. If not specified, Materials will be considered Type II Materials.

The Client will own the copyright in Materials created as part of a Service that are identified as "Type I Materials." the Client grants GLESA an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on, Type I Materials.

GLESA or its suppliers will own the copyright in Materials created as part of a Services transaction that are identified as Type II Materials. GLESA grants the Client an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within the Client's Enterprise only) copies of Type II Materials.

GLESA or its suppliers retains ownership of the copyright in any of GLESA's or its suppliers' works that pre-exist or were developed outside of these GTC and any modifications or enhancements of such works that may be made under these GTC. To the extent they are embedded in any Materials, such works are licensed in accordance with their separate licenses provided to the Client, if any, or otherwise as Type II Materials.

GLESA retains the full and irrevocable right to license any Type I or Type II Materials under Creative Commons license without any intervention, notification, or authorization to be requested from the Client.

Each of the Parties agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

SECTION 4.03 CONFIDENTIALITY

The exchange of any confidential information will be made under a separate, signed confidentiality agreement. However, to the extent confidential information is exchanged in connection with any Service under these GTC, the applicable confidentiality agreement is incorporated into, and subject to, these GTC. In the absence of such a confidentiality agreement, the provisions of this section shall apply.

Except as and to the extent required by law, GLESA will not disclose or use, and will direct its representatives not to disclose or use, to the detriment of the Client any Confidential Information (as defined below) with respect to the Client's Enterprise furnished, or to be furnished, by either the Client Enterprise, its subsidiaries, affiliates or their respective representatives to GLESA or its representatives at any time or in any manner other than in connection with its evaluation of the transaction proposed in this letter.

For purposes of this section, "Confidential Information" means any information, document, design, note, schema, graph, draft, architecture diagram and generally speaking content in any shape or form stamped "confidential" or identified in writing as being confidential, whether before or promptly following its disclosure. Such Confidential Information may pertain to:

- 1) the businesses of the Client's Enterprise, subsidiaries or affiliates
- 2) the activities of the Client's representatives or agents;
- 3) the business of GLESA;

UNLESS:

- 1) such information is already known to GLESA or its representatives or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of GLESA or its representatives,
- 2) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval required for the delivery of Services or
- 3) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings.

Upon the written request of the Client, GLESA will promptly return to the Client's Enterprise or to its subsidiaries, affiliates and representatives or destroy any Confidential Information in his possession and certify in writing to the Client that it has done so.

ARTICLE V. LIABILITIES

SECTION 5.01 ITEMS FOR WHICH GLESA MAY BE LIABLE

Circumstances may arise where, because of a default by GLESA in performance of its obligations under these GTC or other liability, the Client is entitled to recover damages from GLESA. Regardless of the basis on which the Client is entitled to claim damages from GLESA and except as expressly required by law without the possibility of contractual waiver, GLESA's entire liability for all claims in the aggregate arising from or related to each Service or otherwise arising under these GTC will not exceed the amount of any direct damages to the extent actually suffered by the Client as an immediate and direct consequence of the default, up to the greater of € 20,000 (twenty thousand euro) or equivalent in local currency, or the charges (if recurring, 12 months' charges apply) for the Service that is the subject of the claim.

This limit also applies to any of GLESA's subcontractors, suppliers and partners. It is the maximum for which GLESA and its subcontractors suppliers and partners are collectively responsible. The following amounts are not subject to a cap on the amount of damages:

- 1) payments referred to in the Intellectual Property Protection section above; and
- 2) damages for bodily injury (including death) and damage to real property and tangible personal property for which GLESA is legally liable.

SECTION 5.02 ITEMS FOR WHICH GLESA IS NOT LIABLE

Except as expressly required by law without the possibility of contractual waiver, under no circumstances is GLESA, its subcontractors, suppliers or partners liable for any of the following even if informed of their possibility:

- 1) loss of, or damage to, data;
- 2) special, incidental, exemplary, indirect, or consequential damages; or 3) lost profits, business, revenue, goodwill, or anticipated savings.

ARTICLE VI. GENERAL PRINCIPLES OF OUR RELATIONSHIP

SECTION 6.01 COMMUNICATIONS

Written communications, including notices to the receiving party's designated representative, are to be sent to the address (physical, e-mail or facsimile) specified in an applicable Appendix or Project Document. To the extent permissible under applicable law, the parties consent to the use of electronic means and facsimile transmissions to send and receive communications in connection with our business relationship arising out of these GTC, and such communications are acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

SECTION 6.02 ASSIGNMENTS & RESALE

Neither party may assign these GTC, in whole or in part, without the prior written consent of the other. Any attempt to assign without consent is void. The assignment of these GTC, in whole or in part, within the Enterprise of which either party is a part or to a successor Enterprise by merger or acquisition does not require the consent of the other. GLESA is also permitted to assign its rights to payments without obtaining the Client's consent. It is not considered an assignment for GLESA to divest a portion of its business in a manner that similarly affects all of its Clients.

The Client agrees not to resell any Service without GLESA's prior written consent. Any attempt to do so is void.

SECTION 6.03 COMPLIANCE WITH LAWS

GLESA will comply with laws applicable to GLESA generally as a provider of Services. GLESA is not responsible for determining the requirements of laws applicable to the Client's business, including those relating to Services that the Client acquires under these GTC, or that GLESA's provision of or the Client's receipt of particular Services under these GTC meets the requirements of such laws. Notwithstanding anything in these GTC to the contrary, neither party is obligated to take any action that would violate law applicable to that party.

Each party will comply with applicable export and import laws and regulations, including those of the European Union and the United States that prohibit or limit export of specific assets for certain uses or to certain end users.

SECTION 6.04 DISPUTE RESOLUTION

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under these GTC. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to these GTC. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation,

- 1) neither party will bring a legal action, regardless of form, arising out of or related to these GTC or any transaction under it more than two years after the cause of action arose; and
- 2) after such time limit, any legal action arising out of these GTC or any transaction under it and all respective rights related to any such action lapse.

SECTION 6.05 TRADEMARKS AND TRADE NAMES

Neither party grants the other the right to use its (or any of its Enterprise's) trademarks, trade names, or other designations in any promotion or publication without prior written consent. The Client explicitly authorizes GLESA to refer to the Client Enterprise on any publication published by GLESA as part of GLESA' own research and development work, provided however such reference does not violate the obligation of confidentiality as outlined in Section 4.03.

SECTION 6.06 NO IMPLIED PARTNERSHIP

This GTC and any transaction under it do not create an agency, joint venture, or partnership between the Client and GLESA. Each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.

SECTION 6.07 NO IMPLIED LICENSING

Each party grants only the licenses and rights specified in these GTC. No other licenses or rights (including licenses or rights under patents) are granted either directly, by implication, or otherwise. The rights and licenses granted to the Client under these GTC may be terminated if the Client fails to fulfill its applicable payment obligations.

SECTION 6.08 DATA PROTECTION

For the purposes of this Section 6.08, the following additional definitions shall apply:

- 1) “Business Contact Information” means business-related contact information disclosed by the Client to GLESA, including names, job titles, business addresses, telephone numbers and email addresses of the Client’s employees and contractors.
- 2) “Business Contact Personnel” means the the Client employees and contractors to whom the Business Contact Information relates.
- 3) “Data Protection Authority” means the “Commissie voor de bescherming van de persoonlijke levenssfeer” (CBPL) / “Commission de le protection de la vie privée” (CPVP) established further to the adoption by the Belgian House of Representatives of the Law of 8 December 1992 titled “Loi relative à la protection de la vie privée à l’égard des traitements de données à caractère personnel” / “Wet tot bescherming van de persoonlijke levenssfeer ten opzichte van de verwerking van persoonsgegevens”, including (in either case) the various

statutory instruments made there under and any statutory replacement or modification thereof.

The Client authorizes GLESA to process and use Business Contact Information for the purpose of furthering the business relationship between the Client and GLESA, including the marketing of products and services (the “Specified Purpose”).

The Client agrees that Business Contact Information may be disclosed to, and processed and used by, GLESA in pursuit of the Specified Purpose.

GLESA agrees that all Business Contact Information will be processed in accordance with the applicable Data Protection & Electronic Communications Legislation and will be used only in accordance with the Specified Purpose.

To the extent that the Data Protection & Electronic Communications Legislation requires them, the Client represents that it has obtained (or will obtain) such consents from and has issued (or will issue) such notices to, the Business Contact Personnel as are necessary in order to enable the GLESA to process and use the Business Contact Information to contact them, including by email, in accordance with the Specified Purpose.

The Client consents to GLESA transferring Business Contact Information outside the European Economic Area, provided that any such transfer is made on contractual terms approved by the Data Protection Authority as ensuring adequate safeguards for the rights and freedoms of data subjects.

SECTION 6.09 THIRD PARTIES

No right or cause of action for any third party is created by these GTC or any transaction under it, nor is GLESA responsible for any third party claims against the Client except as described in the Intellectual Property Protection section above or as permitted by the Limitation of Liability section above for bodily injury (including death) or damage to real or tangible personal property for which GLESA is legally liable to that third party. Consequently, the Client may not seek liability from GLESA for damages that the Client suffers as a result of such third party claims.

SECTION 6.10 ADEQUACY OF SERVICES TO CLIENT’S BUSINESS

The Client is responsible for selecting Services that meet its needs and for the results obtained from the use of the Services, including the Client’s decision to implement any recommendation concerning the Client’s business practices and operations.

SECTION 6.11 COOPERATION IN GOOD FAITH

Where approval, acceptance, consent or similar action by either party is required under these GTC, such action will not be unreasonably delayed or withheld.

As reasonably required by GLESA to fulfill its obligations under these GTC, the Client agrees to provide GLESA with sufficient and safe access (including remote access) to the Client’s

facilities, systems, information, personnel, and resources, all at no charge to GLESA. GLESA is not responsible for any delay in performing or failure to perform caused by the Client's delay in providing such access or performing other the Client responsibilities under these GTC.

SECTION 6.12 FORCE MAJEURE

Neither party is responsible for failure to fulfill any non-monetary obligations due to events beyond its control.

SECTION 6.13 ENTIRE AGREEMENT

These GTC, including its applicable Appendices and Project Documents, is the complete agreement regarding transactions by which the Client purchases Services and Materials from GLESA, and replaces any prior oral or written communications between the Client and GLESA. In entering into these GTC, including each Appendix and Project Document, neither party is relying on any representation that is not specified in these GTC including without limitation any representations concerning:

- 1) estimated completion dates, hours, or charges to provide any Service;
- 2) the experiences or recommendations of other parties; or
- 3) results or savings the Client may achieve.

Additional or different terms in any written communication from the Client (such as a purchase order) are void.

SECTION 6.14 GEOGRAPHIC SCOPE AND GOVERNING LAW

The rights, duties, and obligations of each party are valid only in Western Europe except that all licenses are valid as specifically granted.

Both parties agree to the application of the laws of the Kingdom of Belgium to govern, interpret, and enforce all of the Client's and GLESA' respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of these GTC, without regard to conflict of law principles.

Both parties agree that the French-speaking courts of Liège, Belgium, shall solely be responsible for deciding on any disagreement or conflict between the parties regarding these GTC.

If any provision of these GTC is held to be invalid or unenforceable, the remaining provisions of these GTC remain in full force and effect.

Nothing in these GTC affects any statutory rights of consumers that cannot be waived or limited by contract.