

GENERAL TERMS & CONDITIONS (LOCALYSE NV)

1. Structure And Hierarchy

1.1. This Agreement together with the documents specified under article 1.3, form the entire agreement and are a full and complete reflection of the rights and obligations of the parties and replace all previous agreements and proposals, whether oral or in writing.

1.2. In the event significant changes are made to the Agreement and/or the Services to be rendered, these will be executed in the form of an Addendum. Such Addendum will form an integral part of the Agreement.

1.3. In the event of a contradiction between the terms of the documents which constitute the Agreement, the following hierarchical order will apply (to the extent the respective document applies):

- (a) Third Party Terms and Conditions;
- (b) Addendum;
- (c) Offer;
- (d) Agreement;
- (e) Annexes to the Agreement;

1.4. In the event of a conflict between documents of the same type, the document with the later date shall apply, unless agreed otherwise.

1.5. Customer acknowledges and accepts that the Services of Service Provider may incorporate Licences, products and/or services of (i) Third Parties, which shall at all times be subject to the applicable Third Party Terms and Conditions, and/or (ii) open source technology, which shall at all times be subject to the applicable open source (license) agreement(s). In relation to the Licenses and/or maintenance services given by Third Parties, the Third Party Terms and Conditions as amended from time to time, are fully applicable to the Customer and form an integral part of the present Contract. The Customer accepts these Third Party Terms and Conditions and cannot obtain more rights than those incorporated in these terms. Any Intellectual Property provided under an open source license is provided 'AS IS' with all visible and invisible defects. The Customer acknowledges that the Service Provider cannot be held liable for this Third Party technology and/or software and the attached maintenance contracts.

2. Scope

2.1. The Service Provider undertakes to deliver the Services in accordance with the present Agreement. The Service Provider is only bound by this Agreement after its written acceptance thereof. Acceptance that the Service Provider starts to execute the Services will be sufficient proof that the Customer accepts the present Agreement in full and will be regarded as consent to invoice the Services.

2.2. Any services not listed in the Specific terms and conditions or in a more detailed Offer made to the Customer and referenced herein shall be considered services out of scope. The Customer is at all times entitled to order additional services, which, upon ordering, shall become equally subject to the terms and conditions of the present Agreement.

2.3. If applicable, the Customer may enter into a maintenance agreement with the Service Provider and/or the Third Party in respect of the Licences delivered. If no maintenance agreement has been agreed each intervention after the delivery and, if applicable, after the warranty period, shall be charged on the basis of the then current hourly rates.

3. Pricing And Payment

3.1. Unless otherwise agreed, all Licences are charged upfront according to the payment schedule as set out in the Specific Terms and Conditions. The amount charged upfront (Credit Bundle) is calculated based on the estimated (expected) annual spend. The Customer undertakes to pay the licenses upfront before Service Provider proceeds with the delivery of the Licences.

3.2. Notwithstanding prior upfront billing based on the estimated annual spend, the Customer will in any case be charged for the actual consumption of the Licences.

3.3. The Service Provider has at all times the right to increase the amount charged upfront and the corresponding annual spend when the actual usage is higher than the estimated annual spend.

3.4. The Credit Bundle must be used within the Licence Period to which it corresponds.

If, at the end of the Licence period, the Customer has not consumed the entire credit bundle, he is entitled to transfer the remaining consumption once to the immediately following Licence period.

If the Customer does not take out a Licence during that subsequent period, the amount corresponding to the unused portion of the credit bundle will not be refunded to the Customer.

3.5. Regarding to the Services, the Customer shall be held to pay the fees as set out in the Offer. The Customer undertakes to pay for the Services a fee equal to the number of hours worked, multiplied by the then current rates of the Service Provider.

3.6. All Services are invoiced on a monthly basis and all invoices, including invoices for Licences, are payable thirty (30) Days after the date of the invoice. The absence of a written contestation of an invoice within eight (8) Days after its dispatch constitutes irrevocable acceptance

of that invoice and the therein-mentioned Services/Licenses.

3.7. The expiry of the payment term holds the Customer liable by operation of law and without any prior formal notice. From the moment of expiry of the payment term, conventional late payment interest shall be due equal to the yearly interest rate as stipulated in article 5 Wet Betalingsachterstand (Wet 02/08/2002, B.S 07/08/2002).

3.8. In case of late payment of an invoice, Service Provider has the right (i) to augment the invoice price with 10% as compensation, and/or (ii) to recover from Customer all costs of recovery of the invoice, both judicial and extrajudicial, all legal and non-legal expenses and costs of the execution.

3.9. The Service Provider retains the right to claim for higher damages provided that there is evidence of higher actual loss.

3.10. Service Provider may suspend the Services in case the Customer fails to pay an invoice on its due date, provided that Service Provider has notified Customer of its intention to suspend the Services via registered mail, whereby the Customer is granted remedial period of 8 days to pay the outstanding amounts (including possible late payment fees and penalties).

3.11. The Customer is not entitled to settle or suspend any payment.

3.12. If the Service Provider considers the Customer to be in financial difficulties, the Service Provider may request the Customer to provide the by the Service Provider required security for the payment of the Services yet to be provided and the Service Provider may suspend performance as long as such security has not been provided.

3.13. In the event that the Service Provider and the Customer agree on the performance outside business hours the following increases will be used (non-cumulative):

- a) Monday to Friday
 - i. Performance between 8 am – 6 pm GMT +1 → 100%
 - ii. Performance between 6 pm – 10 pm GMT +1 → 150%
 - iii. Performance between 10 pm – 6 am GMT +1 → 200%
 - iv. Performance between 6 am – 8 am GMT +1 → 150%
- b) Saturday
 - i. Performance between 6 am – 10 pm GMT +1 → 150%
 - ii. Performance between 10 pm – 6 am GMT +1 → 200%
- c) Sunday and holidays
 - i. Performance → 200%

3.14. The Service Provider may annually and at the earliest on the anniversary of the Agreement amend the prices based on the following formula:
New price = initial price * (0.2 + 0.8 * (New index / Initial index))

For which the following definitions apply:

- initial price: price at the start of the Agreement;
- Initial index: the index published by Agoria "national average reference wage cost" of the month preceding the signing of the Agreement;
- New index: the index published by Agoria "national average reference wage cost" of the month preceding the date of indexation.

3.15. In the event fundamental changes in circumstances occur which affect the agreed price and which were not foreseeable at the time when the price was set and which also disturb the contractual equilibrium (e.g. highly variable exchange currency rates, increased land and fuel prices, higher production costs), the Parties will meet at first request to seek an equitable amendment of the Agreement. If the Parties do not reach an amicable agreement within thirty (30) Days of the request to amend the Agreement, the requesting Party has the right to terminate the Agreement by sending a registered letter with a notice of thirty (30) Days and this without any compensation due.

3.16 The Service Provider shall in all cases be entitled to adjust the prices for the Licences by giving written notice to the Customer if this is due to a price adjustment by the Third Party Supplier or due to currency exchange rates and exchange rate differences.

4. Parties' Obligations

4.1. The Service Provider may assign one or more Consultants to perform the Services. The Service Provider reserves the right to determine what Consultant shall be assigned to perform the Services, and to replace the Consultant as the Service Provider sees fit throughout the duration of the Agreement.

4.2. Unless otherwise agreed between the Parties, any provided delivery terms and estimates are only an indication and do not bind the Service Provider. The Service Provider, however, undertakes to take all commercial reasonable efforts to adhere to the delivery terms.

4.3. The Customer undertakes to provide the Service Provider, upon reasonable request, with all useful, desirable and necessary information, data, measures, demands, performance specifications and technical or general documentation that is necessary or useful to Service Provider to provide the Services. The Customer will bear responsibility for the accuracy and

completeness of the aforementioned information.

4.4. In the event that the Customer – within the framework of its obligation to cooperate with the execution of this Agreement – would make use on its own employees and/or staff, these employees and/or staff shall have the necessary knowledge, expertise and experience.

4.5. In the event Customer would provide workspaces or other facilities to Service Provider in order to permit Service Provider to execute its obligations in this Agreement, the Customer shall ensure that such workspaces and facilities will be in compliance with (i) the specifications as notified by Service Provider, if applicable, and (ii) the applicable (safety) laws and regulations.

5. Intellectual Property

5.1. Parties agree that nothing in this Agreement shall be interpreted as a transfer of any property rights of either Party. The respective Parties retain at all times all rights, titles and interest in and to the respective property rights, trade secrets, inventions, know-how and/or any other intellectual property rights. Any intellectual property right, which has been developed by the Parties during the term of this Agreement, shall be the sole property of the developing Party, unless agreed otherwise.

5.2. Except as stated below, or except as agreed otherwise between the Parties in the Specific terms and conditions or any other written agreement between Parties, no license shall be granted between the Parties. To the extent that a license would be necessary to provide certain Services under this Agreement, Parties shall grant each other a non-exclusive, worldwide, royalty-free and non-transferable, including non-sublicense able, license of their respective intellectual property only for the duration of this Agreement and solely for the purpose of providing Services under this Agreement. Service Provider may provide the license to its Affiliates or subcontractors it has enlisted to provide the Services.

5.3. The Customer shall at all times bear sole liability vis-à-vis Third Party owners of any intellectual property rights it has brought into its own environment. If the Customer realizes or ought to realize that a violation of Third Party intellectual property brought into the environment by the Customer is about to occur, it shall notify the Service Provider without delay. The Customer shall refund to Service Provider any necessary and reasonable legal defense costs.

6. Confidentiality

6.1. Each Party and its Personnel must keep all confidential information received from the other Party in the performance of this Agreement confidential.

Additionally, the Parties may only use the confidential information for the purposes of this Agreement. The Parties may not disclose the confidential information to third parties without written consent of the other Party.

6.2. The obligation of confidentiality shall continue to exist for a period of one (1) year as from termination of this Agreement, regardless of the cause of the termination of the Agreement.

6.3. The following are not considered to be confidential information:

- information obtained in a lawful manner from a third party not bound by any confidentiality obligation or secrecy;
- information already known to a Party before its disclosure in the context of this Agreement;
- information independently developed by a Party, without breaching this Agreement;
- information which entered the public domain without the intervention or fault of the Party that received it;
- information which must be disclosed pursuant to a law or a judicial or administrative decision. In such case the Party held to disclose confidential information shall, if permitted and possible, inform the other Party of the request for disclosure and shall permit the other Party to either comply with the request or take any course of action open to it to fight the disclosure.

7. Data Protection

7.1. Parties shall enter into good faith negotiations to conclude a separate Data Processing Agreement in case there would be a processing of personal data in the context of the Agreement.

8. Liability

8.1. If the Service Provider carries out Services under this Agreement, which are part of a specific project of the Customer, the overall responsibility for these specific projects will lie entirely with the Customer.

8.2. The Service Provider shall take all reasonable efforts to deliver the Services to the Customer in accordance with the provisions of this Agreement. The liability which the Service Provider may incur derives from a reasonable effort obligation (*inspanningsverplichting/obligation de moyen*) and the Customer will have to provide proper proof of such liability.

8.3. Insofar as maximally permitted by applicable law, the liability of the Service Provider based on attributable shortcomings in the fulfilment of the Agreement is limited per claim to the reimbursement of direct damages up to a maximum of the remuneration (excluding VAT) paid during

the twelve (12) months prior to the day the damage in fact occurred. In the event the Agreement is in its first period of twelve (12) months when an event that gives rise to damages occurs, the remuneration will be limited to the amount actually paid (excluding VAT) up to the moment the damage in fact occurred. Under no circumstances shall the total liability for all direct damages during the entire duration of the Agreement exceed the fees paid by the Customer for the Services under this Agreement (excluding VAT).

8.4. The above limitation applies regardless of whether a claim is brought on a contractual or extra-contractual basis. Claims that are related to each other or that are similar or associated which each other shall be considered as one claim.

8.5. The Customer must inform the Service Provider in writing of any event that may lead to the latter's liability and of any disadvantage and/or loss the Customer suffers, within the shortest possible time and at the latest within thirty (30) Days from the occurrence of this event, disadvantage or loss, or, at least, from the moment the Customer was aware or should have been aware of this event, disadvantage or loss. This to enable the Service Provider to determine the origin and cause(s) of the damage(s) within a reasonable period of time. In the event of failure to comply with the written notification, the Service Provider reserves the right to refuse any compensation and to reject any liability.

8.6. Under no circumstances shall the Service Provider be liable for: (i) indirect, incidental or consequential damages, including but not limited to financial or commercial losses, loss of profit, increase of general expenses, lost savings, diminished goodwill, damages resulting from business interruption or interruption of operation, damages resulting from claims of customers of the Customer, disruptions in planning, loss of anticipated profit, loss of capital, loss of customers, missed opportunities, loss of data, loss of advantages, or corruption and/or loss of files resulting from the performance of the present Agreement; (ii) damages caused by a fault or mistake of the Customer and/or the Users; (iii) the reimbursement for all direct and indirect damages resulting from the improper or wrongful use of the Services; (iv) each liability in connection with the connectivity between the Customer and the Service Provider; (v) damages wholly or partly caused by (a) software or hardware provided or created by Third Parties (b) by any other element of the Customer's business, or (c) by software or hardware provided or created by Third Parties, which was brought into the Customer's business after the signing of the Agreement; (vi) all claims brought by Third

Parties against the Service Provider, unless these claims result from an attributable shortcoming in the performance of Service Provider's obligations; or (vii) Force Majeure, as defined in herein.

8.7. Nothing in this Agreement shall limit the liability of a Party for willful misconduct or gross negligence.

9. Force Majeure

9.1. Neither Party shall be in default if the performance of any of its obligations under this Agreement is partly or wholly delayed or prevented by reason of Force Majeure. Notice of a Force Majeure event shall be given in writing by the affected Party to the other Party, as soon as it becomes aware of the occurrence and that the affected Party uses all reasonable endeavors to prevent, avoid, overcome or mitigate the effects of such cause. Each Party shall bear all of its own claims, losses, damages, costs and expenses suffered or incurred due to such force majeure event.

9.2. Neither Party shall be entitled to request termination of this Agreement, whether in part or in whole, due to Force Majeure. However, if performance in whole or part of any obligation of a Party under this Agreement is delayed or prevented by reason of Force Majeure for a period exceeding fourteen (14) consecutive Days, the Parties shall discuss and endeavor to find a reasonable solution with respect to the further execution of this Agreement. If such performance is delayed or prevented for a period exceeding sixty (60) consecutive Days, either Party shall have the right to terminate the Agreement or any part thereof, forthwith and without penalty.

9.3. The Customer shall not be liable to pay the fees for any of the Services, which the Service Provider is unable to perform due to Force Majeure. Services which were already performed under the Agreement will be settled proportionately, without the Parties owing each other anything else. Force Majeure shall not prevent or delay the payment of any undisputed sum due by either Party.

10. Term And Termination

General

10.1. Unless otherwise agreed in the Specific Terms & Conditions, this Agreement shall be concluded for a minimum period of three (3) years ('Initial Term'), starting from the date specified in the Specific Terms & Conditions/Offer, and shall be tacitly renewed annually subject to the right of either Party to oppose the renewal by sending a registered letter no later than three (3) months prior to the end of the current agreement.

Termination by both Parties

10.2. Either Party may terminate the Agreement, by operation of law and with immediate effect, without prior notice being

required and without judicial intervention, by the mere sending of a registered letter:

- i. In case the other Party has requested a postponement of payment, is declared bankrupt, files for bankruptcy or has an involuntary petition in bankruptcy filed against it, has suspended its payments or admits its inability to pay its debts as they mature, has a receiver appointed over its assets, has an unstable credit or is manifestly insolvent, to the extent permitted by the applicable law;
- ii. In case of dissolution and/or liquidation of the other Party's company;
- iii. In case the other Party's assets or a part of the other Party's assets are executive and/or precautionary seized at the request of a creditor, or in case of other executive or precautionary measures against the assets of the said Party;
- iv. In the event of proof or serious suspicion of fraud committed by the other Party.

10.3. Further, either Party may terminate the Agreement if the other Party commits a demonstrated material fault or contractual shortcoming and fails to remedy such fault or shortcoming within a period of thirty (30) Days after being notified by registered letter of default by the Party invoking the fault or shortcoming. Extension of the aforementioned period for remediation will not be refused on unreasonable grounds, if the Party in default has commenced remedying the default during this thirty (30) Day period and is making reasonable efforts to continue to do so.

Termination by Service Provider

10.4. Notwithstanding its right to claim damages, Service Provider may terminate the Agreement by operation of law and with immediate effect, without prior notice being required and without judicial intervention, by the mere sending of a registered letter:

- In case of Customer's failure to pay an invoice on its due date twice during a twelve (12) month period.

Consequences of Termination

10.5. Except if the termination of the Agreement results from a demonstrated material fault or shortcoming, which had a demonstrated impact on the quality of the affected Services, all Services delivered, costs incurred, hours performed prior to the moment of termination, the actual consumption of the Licences, and the license fee based on the annual spend for the entire remaining duration of the Agreement must be remunerated by the Customer at that time.

10.6. If the Agreement is terminated or dissolved by one of the Parties via registered letter, this termination/dissolution shall be considered to be effective the first Day after the date of the postmark.

11. Non-solicitation

11.1. Parties agrees not to actively approach the other Party's Personnel directly involved in the provision of the Services, with the intention of engaging such Personnel, and this as from the start of performance of the Services and until twelve (12) months after the end date of the Services and/or termination of the Agreement, whichever is later, except where agreed otherwise by the Parties in writing.

11.2. If a Party, in violation of the above, contracts, hires or otherwise makes use of the services of any such Personnel, whether under an employment relationship, on an independent basis and/or through a company, the breaching Party shall pay to the other Party an amount equivalent to six (6) months of salary or payment of that member of Personnel. This sum shall be payable on the date the Personnel is first employed or use is made of its services.

11.3. The Customer undertakes the obligation to impose the obligations under articles 11.1 and 11.2 on the third parties with whom the Customer works and/or contracts. The Customer procures (sterkmaking) that these third parties will not approach the Service Provider's Personnel with the purpose of engaging or recruiting such Personnel.

12. Competent Court And Law

12.1. The present Agreement is governed by Belgian law, with exclusion of the Vienna Sales Convention of 11 April 1980 (CISG).

12.2. In the event of disputes concerning the implementation and/or interpretation of the present Agreement which cannot be resolved amicably, only the Courts of Antwerp (division Antwerp) will be competent. Any claim of the Customer relating to the delivered Services expires six (6) months after the date the Customer becomes aware or reasonably could have become aware of the event causing damage and giving rise to the claim.

13. Miscellaneous

13.1. **Entire Agreement** – This Agreement includes the full representation of the rights and obligations of the Parties and supersedes all prior agreements and proposals, both orally and in writing, including any possible terms and conditions of the Customer. Unless otherwise agreed between the Parties, alterations and additions to this Agreement will only be binding if they are agreed between the Parties in writing. The purchase and/or other terms and conditions of the Customer are explicitly excluded, even if those terms would suggest otherwise.

13.2. **Headings** – The titles and headings in this Agreement are solely indicative and do not in any way affect the

content or scope of the provisions or the rights and obligations derived therefrom.

13.3. **Severability** – The nullity of any Article or part of a Article under this Agreement will by no means affect the validity of the rest of the invalid Article, nor of the other clauses of the Agreement. Parties will make every effort to replace the invalid Article with a valid one with the same, or largely the same, economic impact as the invalid Article, in mutual consent.

13.4. **Transfer** – Neither this Agreement nor the rights or obligations arising from it may be wholly or partly transferred without the express written consent of both Parties. Without prejudice to the foregoing, the Service Provider is at all times authorised to transfer this Agreement or the rights or obligations derived from it, in whole or in part, to any of its Affiliated Companies without requiring the explicit and written consent of the Customer.

13.5. **Subcontracting** – For the performance of the Agreement, the Service Provider may use subcontractors without requiring the written consent of the Customer.

13.6. **Forfeiture of rights** – Neither Party to this Agreement shall be deemed to have waived any right or claim under this Agreement or in relation to a breach of the other Party, unless this waiver has been expressly communicated in writing. Even if a Party, in the application of this paragraph, waives a specific right or claim under this Agreement, such waiver can never be interpreted as a waiver of any other right or claim under this Agreement even if both cases demonstrate large similarities.

13.7. **Cumulative remedies** – Barring any stipulation to the contrary, all legal remedies provided in the Agreement are cumulative and in addition to (and not in replacement of) any other legal remedies available to the Parties.

13.8. **Publicity** – The Service Provider may include the Customer in its customer list, may publish a brief description of the assignment and may use the Customer's name, brand and/or logo for publicity purposes and PR activities. This may, however, not result in a breach of Service Provider's confidentiality obligation as set out herein.

13.9. **Relationship between the Parties** – The Service Provider is entirely free and independent in performing the Agreement. There is no hierarchical relationship between the Service Provider (or employees on which the Service Provider

relies for the execution of the Agreement) and the Customer. Nothing in this Agreement shall be construed as a creation of partnership, joint venture, agency or otherwise between the Parties. Neither Party has the right to enter into an Agreement in name of the other Party. Each Party is responsible for the payment of the salaries and the related social contributions of its own employees in so far as the employees are subject to a permanent employment agreement.

13.10. **Notices** – All notifications, requests and other communication under this Agreement (excluding everyday operational communications) shall be in writing by registered letter with proof of receipt to the address indicated above or in the Specific Agreement or in another conventional method of communication agreed between the Parties.

13.11. **Survival** – All provisions of the Agreement which are expressly marked to survive the termination or expiration of the Agreement, as well as all provisions of the Agreement which aim to enforce or execute the Agreement after the termination or expiration of the Agreement, shall survive the Agreement and will remain in full force. Shall in any case survive the termination or expiry of the Agreement (not limitative): all provisions relating to liability, confidentiality and non-solicitation, and this for the term as set out in such Article.

13.12. **Proof** - Regardless of the nature and value of the legal act to be proven, the Service Provider may at all times prove said act by means of the following additional evidence: copies or reproductions in any form whatsoever (carbon copy, photocopy, microfilm, scan, etc.), via data carrier, fax, telex and email. Such evidence has the same evidential value as a private deed drawn up in accordance with the provisions of the Belgian Civil Code. In the event a signed copy of the Agreement has been sent by e-mail with a ".pdf" or ".jpeg" data file or via another exact copy, the signature contained therein will create a valid and binding commitment for the signatory (or in whose name and on whose behalf the signature has been placed) with the same value, impact and effect as if it was original.

13.13. **Digital Signature** – The signature of a Party to this Agreement transmitted through electronic transmission (e.g. a scan in pdf format) or by way of an electronic signature (e.g. through DocuSign, Signing Hub or a similar service) shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the

fullest extent permitted by applicable law. Each party receives a duly signed original of the Agreement. The transmission of this copy through email or through an electronic signature platform will have the same legal validity and enforceability as the transmission of an original of the Agreement.

14. Definitions

General Terms & Conditions: The present document titled "General Terms & Conditions – Consultancy Services", including its appendices.

Addendum: An amendment to the Agreement.

Agreement: These General Terms & Conditions, the Specific Terms & Conditions and Third Party Terms & Conditions (if applicable), as well as the annexes of this contract, which form an integral part thereof.

Affiliated Company/Companies: Companies within the definition of articles 1:20 and 1:21 of the Belgian Companies and Associations Code.

Bugs: An error, flaw, malfunction or defect in a computer program or system, as a result of which it does not (entirely) fulfil its function according to the specifications and leads to incorrect and/or unexpected results and/or program crashes or shutdowns.

Confidential Information: All information, in any form whatsoever (oral, written, graphic, electronic, etc.) exchanged between the Parties within the context of this Contract.

Consultant: A member of the Service Provider's Personnel that is appointed by the Service Provider for the performance of the services under this Agreement.

Customer: The Customer stated in the Specific Terms & Conditions/purchase order.

Data: The data related to the Customer and/or its Users to which the Service Provider gains or can gain access to within the provision of the services. The Customer remains at all times fully responsible for this Data.

Day(s): (a) calendar day(s), unless otherwise specified in the Agreement or agreed between the Parties.

Force Majeure: the situation in which one of the Parties is impeded in the performance of the Agreement, either in whole or in part and temporarily or permanently, beyond the control of the Party or Parties. Without limitation, the following events shall be deemed to constitute Force Majeure: governmental decision, act or omission (e.g. delay or failure to issue, or withdrawal of any license, permit or authorisation), war declared or not, embargo, hostilities, act of the public enemy, riots, terrorist attacks, strike, general transport problems, civil commotion, sabotage, natural disasters, unfavorable weather conditions, earthquakes, fire, flood, lightning, hurricanes, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (e.g. electricity, water, fuel and the like), power failures, failures of the internet, computer network or telecommunication facilities, the unavailability of servers of Third Parties, failures in equipment, goods, software, hardware or other materials of Third Parties of which the Customer prescribes the use to the Service Provider, Bugs in Third Party equipment, goods, software, hardware or other materials in general, hacking, (distributed) denial of service attacks, viruses, delay or failure from a subcontractor or third party supplier due to Force Majeure as defined hereinabove.

License: Licenses granted by the Third Party mentioned in the Specific Terms & Conditions, for which Service Provider acts as a reseller and for which the Third Party (License) Terms & Conditions fully apply.

License period: equals the duration of the Agreement

Offer: A document, such as an offer or proposal, wherein the Service Provider sets out the Services in detail and any other information that sets out the specific needs or specific implementation, as may be relevant.

Party/Parties: Service Provider and/or the Customer.

Personnel: employees, employees of Affiliated Companies, independent staff

members, subcontractors, consultants, and any other natural or legal persons directly or indirectly involved in the provision of the Services.

Services: The services that the Service Provider shall provide to the Customer, as described in the Specific Terms & Conditions. These services are governed at all times by the General and Specific Terms & Conditions. Unless specified otherwise, the Services shall at all times be considered to be services on a time & material basis, e.g. ticket-based services.

Service Provider: Localyse NV, with registered office at Prins Boudewijnlaan 41, 2650 Edegem, with company number BE 0818.285.268.

Specific Terms & Conditions: The Purchase Order subject to these General Terms & Conditions, that describes the services to be performed under this Agreement (often by making reference to a detailed Offer).

Third Party: A person, group or business who is not part of the Agreement of an IT service, but it required to ensure successful delivery of that IT service. Example, a software supplier, a hardware maintenance company, or a facilities department. The Service Provider may act as a reseller for products of Third Parties and/or otherwise include them in its Services.

Third Party Terms and Conditions: The applicable relevant general (license) terms & conditions (including payment terms) relating to Third Party products (e.g. software, hardware) delivered by Service Provider and/or embedded products of Third Parties, as well as any Third Party terms related to maintenance services, as amended from time to time, which the Customer hereby expressly and completely accept and which forms an integral part of this Agreement.

User(s): The end user(s). Depending on the Services provided, these are the customers of the Customer and/or the employees/staff or other (third-party) authorized agents of the Customer to whom the Customer grants permission to make use of the Services. The Customer is exclusively responsible for the Users to whom it provides access.