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GENERAL ICT TERMS & CONDITIONS

Definitions:
In these General ICT Purchase Terms & Conditions of Aertssen Group nv, hereinafter referred to as "the General ICT Conditions", the Conditions and expressions used below shall have the following meanings:

- **AI tool**: any system that uses automated decision-making, machine learning, deep learning, natural language processing or other forms of artificial intelligence, as defined in the European AI Regulation (AI Act), regardless of whether the system is commercially available, developed in-house or open source. This definition also includes supporting AI functionalities such as automatic translation, grammar and spell checking, and predictive text generation.
- **Additional work:** work not included in the Order that results in costs exceeding the Fee.
- **Agreed Use:** the use of the Service that is intended by the Customer as it is or should reasonably be known to the Service Provider at the time of concluding the Agreement, based on the information referred to in article 6.
- **Agreement:** the arrangements between the Customer and the Service Provider of which the Conditions form part.
- **Assignment:** work to be performed by Service Provider for the benefit of Customer, based on the specific agreement.
- **Customer:** Aertssen Group, the party for whose benefit the Agreement is concluded.
- **Cloud service:** the provision of computing services, including servers, storage, databases, network functions, software, and analysis functions via the Internet ('the Cloud').
- **Controller:** a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- **Defect:** any malfunction and/or other defect resulting in the Performance not being suitable for the Agreed Use, all deviations, errors, or shortcomings in the Software and/or Hardware because of which the Software and/or Hardware does not or no longer complies with the Specifications.
- **Delivery:** the delivery by the Service Provider of Products in the manner specified in the Agreement, the offering by the Service Provider of (parts of) the Performance for Acceptance.
- **Documentation:** any description of the Items and their properties, whether or not specifically intended for the installation, Implementation, use, management and/or maintenance thereof.
- **Fatal term:** a term expressly agreed as such by the parties, whereby the party in respect of whom the term has been set is immediately in default, i.e., without notice of default being required.
- **Hardware:** computers and related equipment, such as but not limited to PLCs, IO cards, (switch) cabinets, instrumentation, panels, motors, sensors, cabling and related documentation, accessories, parts, and updates.
- **Implementation:** the process of various activities and measures required to implement certain systems and/or innovations to make the Customer's organisation suitable for the agreed use of the Product and/or Software.
- **Improved Version:** a subsequent version of the Standard Software in which Defects have been repaired and/or the operation thereof has otherwise been improved.
- **Installation:** the placing and connecting of the Product and/or the introduction of Software by the Service Provider.
- **Fee:** the total price agreed for the Performance.
- **Licence:** the Customer's right, unlimited in time and scope, to use the Software made available to the Customer by the Service Provider in the broadest possible sense.
- **Maintenance:** work to be performed by Service Provider aimed at repairing and/or improving the Performance.
- **Materials:** (auxiliary) items required for the installation, implementation, use and/or maintenance of the Performance such as cables, smart cards and physical data carriers on which Software is delivered.
- **New Version:** a subsequent version of the Standard Software with predominantly new or changed functionalities, whether or not released under a different name.
- **Party**: the Customer or the Service Provider.
- **Parties**: the Customer and the Service Provider jointly.
- **Performance:** the Product to be delivered by the Service Provider, the Order to be performed by the Service Provider or the Right of Use to be granted by the Service Provider, or a combination thereof, including Materials and Documentation.
- **Personnel:** the staff members and/or auxiliary persons to be engaged by the parties in the performance of the Agreement.
- **Processor:** a natural or legal person, public authority, agency, or other body which processes personal data on behalf of the Controller.
- **Product:** the item that the Service Provider delivers to the Customer based on the Agreement.
- **Purchase Order (PO):** the document, issued by the Customer, with which it indicates which Products and/or Services it wishes to purchase from the Service Provider.
- **Order Confirmation**: the document, issued by the Service Provider, with which it confirms the acceptance of the PO by the Customer.
- **Right of Use:** the right entitling the Customer to install and use Standard Software in accordance with the Agreed Use.
- **Client data**: all information, regardless of form or medium, made available to the contractor by or on behalf of the client, or to which the contractor has gained access in the context of the performance of the Agreement. This includes, but is not limited to, personal data, commercially sensitive information, metadata, log files, generated output and derived data.
- **Service Provider:** the Party who has engaged itself to deliver a Product, to perform services and/or to provide a Right of Use.
- **Services:** activities, including but not limited to software development, consultancy, (technical) installation and commissioning, support, Cloud Services, Hosting, training, hiring and maintenance activities regarding Software and Hardware.
- **Source code:** the computer programming code of the Product in a human-readable format, including all Documentation and instructions necessary for maintaining, interpreting, compiling, and installing.

- **Special Terms & Conditions B1:** the Terms & Conditions applicable to Software which supplement the General ICT Conditions regarding the development of software and which, in the event of conflict with the General ICT Conditions, shall prevail.
- **Special Terms & Conditions B2:** the Terms & Conditions applicable to Hardware which supplement the General ICT Conditions regarding the development of hardware and which, in the event of conflict with the General ICT Conditions, shall prevail.
- **Special Terms & Conditions B3:** the Terms & Conditions applicable to Maintenance and which supplement the General ICT Conditions regarding maintenance and which, in the event of conflict with the General ICT Conditions, shall prevail.
- **Special Conditions B4:** the Conditions applicable to the Hiring of Personnel which supplement the General Conditions as regards the development of hardware and which, in the event of conflict with the General ICT Conditions, shall prevail.
- **Special Terms & Conditions B5:** the Terms and Conditions applicable to Training that supplement the General ICT Conditions regarding the development of hardware and which, in the event of conflict with the General ICT Conditions, shall prevail.
- **Specific Terms & Conditions:** for each Project and/or Performance that requires the services of the Service Provider, Parties will draw up an order form/specific performance agreement that is subject to these General ICT Conditions and that describes the specific performance modalities of that Agreement.
- **Software:** Operating and application programmes, procedures, and associated documentation.
- **Standard Software:** Software developed for general use which is not made available exclusively to Customer.
- **Business days:** calendar days, excluding weekends and generally recognised public holidays.

Article 1. Applicability of General ICT Conditions

1.1 Applicability

These General ICT Conditions are applicable to all orders, PO's, orders confirmed by Customer and agreements concerning the delivery of Products and services for Customer or an affiliated Party mentioned in the order (hereinafter to be referred to as "Customer") and shall always form an integral part of the Agreement.

1.2 Defence

Failure by Customer to exercise any right or means of defence granted to it in these General ICT Conditions shall never be construed as a waiver of such right or means of defence.

1.3 Divergent agreements

From these General ICT Conditions may only be deviated if and insofar as this has been expressly agreed in writing between the Parties.

Article 2. Agreement

2.1 Request for quotation

A request for a quotation does not bind the Customer. Quotations are free of charge and are valid for at least ninety (90) days.

2.2 Duty to research

Before submitting a quotation, the Service Provider must inform itself sufficiently about:

a) the objectives of the Agreement.
b) the organisation of the Customer, insofar as relevant to the Agreement (Application landscape).

When carrying out the obligation to investigate, the Service Provider also formed an opinion about the feasibility of the Performance within the frameworks indicated by the Customer.

2.3 Additional information

If and to the extent that the Service Provider does not have sufficient information at its disposal to fulfil the obligation referred to in the previous paragraph, it must inquire about this with the Customer. The Customer will provide all information reasonably requested by the Service Provider (unless it is confidential in nature and cannot reasonably be provided under a confidentiality agreement).

2.4 Risk analysis

Unless otherwise agreed and without prejudice to the provisions of article 2(3), Service Provider shall, prior to the formation of the Agreement, conduct a risk analysis regarding the ICT Performance.

The Service Provider must clearly indicate the possible risks and the management measures required in that context in the quotation.

2.5 Conclusion of the Agreement

The Agreement is only concluded after written acceptance by the Customer.

Article 3. Order

3.1 Purchase Order and Order Confirmation

The Customer reserves the right to revoke the PO/order it has made if the Service Provider has not confirmed this in writing with an order confirmation within one (1) week of receiving the order. If the order confirmation deviates from the original PO, the Customer is only bound after it has expressly agreed to the deviation in writing.

Acceptance of the deliveries by the Customer as well as payments made by it do not imply acknowledgement of the deviations.

3.2 Amendment of the Agreement

The Customer is entitled to make changes to the order before or during the performance of the PO and to request an additional delivery of Products and/or Services. These additional Products and/or Services shall be provided on the same terms and conditions.

Amendments to the Agreement must always be made in writing. Oral agreements and (oral/telephonic) agreements are only binding if they have been confirmed in writing.

Any change in an Agreement is only valid if it is explicitly confirmed in writing by both the Customer and the Service Provider.

The Service Provider shall treat each Agreement or amendment to an Agreement separately in all correspondence.

Unless expressly agreed otherwise, quotations of the Service Provider are irrevocable for a period of ninety (90) days after the quotation has reached the Customer.

Agreements are concluded through written acceptance by the Customer of the Service Provider's offer.

Article 4. Price

4.1 Price

Unless otherwise agreed, the prices, costs and/or rates are fixed and comprehensive. The agreed prices are in Euro and exclusive of VAT and inclusive of any import and export duties, costs of packaging, shipping, insurance, and installation. The nature, scope, duration and (if applicable) costs of the support shall be stated separately in the Agreement.

Any indexation may only be applied after formal prior agreement by the Client.

4.2 Overtime

Normal office hours are from 09.00 to 17.00 on business days. If the Customer wishes for the offered services to be delivered outside these hours, this will be charged under the following conditions, unless otherwise agreed in writing in advance:

- on business days after 17.00: normal rate + 50%.
- on Saturdays during normal office hours: normal rate + 50%.
- on Saturdays after 17:00: normal rate + 100%.
- on Sundays and public holidays: normal rate + 100%.

4.3 Additional work

If the Customer wishes to make changes to the scope and/or extent of the agreed Performance for the delivery of products and/or services and/or performance of work or in the event of unforeseen work and these changes or work ("additional work") can affect the price and performance period, the Customer will notify the Service Provider of this in writing.
The Service Provider will inform the Customer in writing of any price and/or term changes within a period of five (5) business days, to be calculated from the notification of the changes by the Customer, by means of a quotation.

The (additional) work offer shows the nature of the order, its price, and the possible influence thereof on the execution and/or delivery period allocated to the Service Provider.

The additional work in question can only be carried out after written acceptance by the Customer of the (additional) work offer referred to above. In any case, no “extra work” will be considered if the change in the nature or scope of the work in question was reasonably foreseeable for the Service Provider at the time the Agreement was entered into or is otherwise reasonably for its account.
If and to the extent that the Customer does not wish to agree to the aforementioned (additional work) quotation, the Customer is entitled to dissolve the Agreement, in which case the Customer will only be obliged to reimburse the reasonable costs actually incurred by the Service Provider, to the extent that these are directly related to the performance of the Agreement, up to the moment of dissolution.

If the Service Provider is of the opinion that additional work needs to be carried out, for which an additional payment needs to be made, this additional work will be reported, clearly described, to the Customer in good time. This additional work is only eligible for reimbursement after explicit written consent of the Customer.

Settlement of additional work shall take place as much as possible at once with the next invoice unless the parties have expressly agreed otherwise in writing.

If Services are performed on a cost-plus basis, this always requires prior written agreement on the cost-plus rates, insofar as these have not been agreed upon at the conclusion of the Agreement. The Service Provider shall draw up a daily/weekly/monthly (choice) performance voucher/statement of claim for the work on a cost-plus basis in accordance with the model provided by the Client. This performance voucher/statement of claim shall state:

- the date of the intervention;
- the nature and location of the work carried out;
- a breakdown of the hours worked and the materials or equipment supplied;
- the total price for each item in accordance with the agreed hourly rates and unit prices.

The Service Provider shall submit this performance slip/statement of claim daily/weekly/monthly (as applicable) to the Client's representative for approval. Such approval does not in any way imply agreement with or approval of the Services concerned, nor does it constitute an acknowledgement of debt on the part of the Client. An approved, but if necessary corrected, copy shall be returned to the Service Provider, who shall attach it to his invoice.

4.4 Volume discount

The Service Provider is prepared to grant the Customer a volume discount based on the realised service turnover per calendar year. Realised service turnover is understood to mean the turnover invoiced by the Service Provider excluding travel and relocation expenses, licences, software, and hardware.
The volume discount on this realised service turnover shall be granted on the whole of the services purchased for those assignments that were executed under the specific agreements. The percentage shall be determined in mutual consultation.

Article 5. Invoice conditions

5.1 Invoice conditions

The service provider will prepare the invoice monthly, unless otherwise agreed, and send it electronically.

From 1 January 2026, invoices and credit notes between Belgian VAT payers may only be sent via the Peppol network.

- Invoices and credit notes received by other means will no longer be accepted and will by definition be considered as not received.
- Supporting documents must always be attached to the Peppol invoice as a PDF file.
- Invoices must include our PO number as the (Peppol) reference and state the site number, name of the project and the period to which the service or delivery relates.
- Non-Belgian entities and Belgian entities not subject to VAT should preferably send their invoices via Peppol. If this is not possible, the invoice must be sent together with the supporting documents as a single PDF file to invoice@aertssen.be.
- Invoices are payable according to the payment term stated on the order form (60 days after the invoice date).

5.2 Invoice requirements/incorrect invoice

If the invoice does not meet one of the above requirements and/or breaks/work stoppages have not been correctly processed (e.g., charged to the Customer), the rates are not in accordance with the specific agreement/order form/PO, the invoice will not be accepted. Payment is suspended until all invoice requirements are met and/or the invoices are corrected. If necessary, the Service Provider will provide the Customer with a credit note and a new invoice.
Silence on the part of the Customer shall in no way constitute implicit acceptance of the invoice.

Article 6. Payment conditions

6.1 Acceptance of the invoice

The Customer has a period of fifteen (15) calendar days after receipt of the invoice to make comments, complaints, or protests. After this period, the invoice shall be deemed to have been irrevocably and unreservedly accepted by the Customer.

If the Customer protests a part of the invoice, the Customer shall clearly indicate which part of the invoice is protested and the amount to which the protest relates.

6.2 Payment term

The invoices of the Service Provider are payable sixty (60) days after the date of receipt of the invoice at the Customer's seat unless a shorter period was explicitly agreed upon between Parties.
Payment by the Customer shall not affect any rights that the Customer may have against the Service Provider.

6.3 Settlement

The Customer is entitled to set off against the price all amounts owed by the Service Provider to the Customer, under the Agreement or otherwise, including any VAT owed.

6.4 Late payment

In the event of non-payment of the invoice on its due date and after notice of default has remained without effect for fourteen (14) calendar days, the amount still outstanding shall automatically generate interest at the reference rate set by the ECB, as stipulated in the Law of 2 August 2002, amended by the Law of 22 November 2013 implementing European Directive 2011/7/EC of 16 February 2011.

Article 7. Delivery time

7.1 Binding term

Unless expressly agreed otherwise, the agreed delivery date(s) or term(s) of the Agreement shall be punctual and binding and shall apply to the entire delivery, including the manuals, drawings and/or other documents accompanying it. The delivery shall not be deemed completed until the Products and/or Services have been delivered entirely in accordance with the Agreement, at the delivery location designated by the Customer and at the time agreed between the parties.

7.2 DDP 2020

Unless otherwise stipulated in the Agreement, delivery by the Service Provider shall take place based on Incoterm DDP 2020 at the head office of the Customer. The Service Provider must therefore deliver on the agreed delivery date or within the agreed delivery period and to the (delivery) address specified by the Customer.

7.3 Delivery term

If no explicit delivery term has been agreed, this shall be five (5) business days. All costs and risks associated with the transport of the Products shall be borne by the Service Provider. The latter includes payments of applicable import duties as well as responsibility for compliance with related formalities.

7.4 Packaging

The Service Provider shall ensure proper (transport worthy) packaging and transport such that the Products reach the delivery location in good condition.

7.5 Partial delivery

The Service Provider will inform the Customer in a timely manner about the exact time of delivery. If the Service Provider delivers earlier or in partial deliveries without prior written consent of the Customer, the Customer is entitled to refuse these (partial) deliveries. In that case, the Customer is also entitled to return the Products at the expense and risk of the Service Provider.

7.6 Postponement of delivery

The Customer is entitled to postpone the delivery for compelling reasons. In such a case, the Customer shall consult with the Service Provider. If parties reach an agreement on the postponement period, the Service Provider is obliged to store the Products for the Customer, without charging extra costs, until the moment of the postponed delivery. The stored Products must be properly secured and insured and must be marked as destined for the Customer.
The Customer shall not invoke the right referred to in this article 7(6), if this would involve disproportionate (adverse) consequences for the Service Provider, in which case both parties shall consult with each other to reach a solution acceptable to both parties.

7.7 Inspection/acceptance test

All Products to be delivered by the Service Provider to the Customer may, if the Customer so wishes, first be subjected to an inspection and/or an acceptance test. Inspection and/or acceptance by or on behalf of the Customer does not imply acknowledgement that the Products delivered meet the guarantees referred to in article 11.

7.8 Delay in the delivery of Products and/or Services

If the Service Provider has reason to believe that it will not be possible to fulfil, or fulfil part of, its contractual obligations in time, it shall immediately inform the Customer thereof, stating the reasons and the probable duration of the delay. The Service Provider will also propose measures to the Customer to prevent (further) delay.

As soon as possible after receiving the notification referred to in article 7(8), the Customer will notify the Service Provider whether or not it agrees with the proposed measures. Agreement does not mean that the Customer acknowledges the cause of the impending delay and does not affect its rights vis-à-vis the Service Provider.

7.9 Default

If the Service Provider fails to deliver the Products and/or Services within the agreed period, the Service Provider shall be liable for this failure by the mere exceeding of the period, unless it is a matter of force majeure and/or an error on the part of the Customer.
The Customer is also entitled, after notifying the Service Provider (by e-mail), to dissolve the Agreement and order the undelivered Products and/or Services elsewhere.
Any delay caused by defective and/or late delivery of necessary information and necessary hardware or software infrastructure by the Customer is beyond the responsibility of the Service Provider. In such a case, the Customer cannot dissolve the Agreement.

7.10 Refund

If the Service Provider is in default and timely performance is no longer possible, the Service Provider shall be obliged to immediately repay to the Customer all (advance) payments already received by it under the relevant Agreement, without the Service Provider having the right to set off such amounts against its claims against the Customer.

Article 8. Acceptance procedure custom software

8.1 Test

Acceptance of Custom software shall take place as described below.
If the ICT Performance is delivered in partial deliveries, after each delivery the following Acceptance procedure takes place, whereby the entire ICT Performance as well as the cohesion of partial deliveries ('sum of the parts') is tested for Defects. There is only Acceptance after the successful completion of the integral Acceptance procedure.

The Service Provider will first test the Software itself to determine that the Software fully complies with the Specifications and contains no defects.
The Service Provider will draw up a test report and subsequently the Service Provider will make the Software available to the Customer and, if desired, install and implement the Software on the Customer's instructions, after which the Customer will test the Software itself or have it tested.
If the specific agreement does not specify the period during which the (partial) acceptance test(s) will be performed by the Customer, the test(s) will be performed during twenty-one (21) days after the Software has been made available to the Customer.
The Customer will draw up a test report as soon as possible and send it, signed, to the Service Provider. The test report shall record the Defects and faults, in as much detail as possible, and the approval or rejection by the Customer.

8.2 Defects

Defects which, in the reasonable opinion of the Customer, do not hinder the operation or use of the Software, will not be a reason for refusal of acceptance by the Customer, without prejudice to the obligation of the Service Provider to remedy such Defects as soon as possible, but no later than within fifteen (15) business days.

8.3 Date of acceptance

If the Customer approves the Custom software, the date of signing the test report shall count as the date of Acceptance.

8.4 Non-approval - procedure

If the Customer does not approve the Custom software upon the first performance of the acceptance test, it shall repeat this test in whole or in part within a reasonable period to be determined by the Customer. In a supplementary test report the Customer shall then record whether the Defects found during the first test have been remedied and whether it then approves the Custom software.
If the Customer rejects the Custom software, the Service Provider shall draw up a schedule, within which reasonable timeframe he shall remedy the Defects recorded in the test report at his own expense.
If the Service Provider does not comply with this, the Customer may remedy the Defects itself or have them remedied by a third party at the expense of the Service Provider after prior notification to that effect.
In such a case, the Customer is entitled - but not obliged - to dissolve the relevant Agreement, insofar as it relates to such Software, and the Customer is entitled to remedy the Defects itself, whether or not by engaging third parties, at the expense of the Service Provider.
If necessary, the Service Provider shall lend its full cooperation free of charge by, among other things, providing the necessary information to the Customer on its first request.
If the Customer again rejects the Custom software after the second acceptance test, Service Provider shall be in default as a result. The Customer may:

a. dissolve the Agreement with immediate effect by operation of law without any prior warning or notice of default.
b. without prejudice to its right to compensation for damage already sustained, allow the Service Provider to repair the Performance.
c. to conditionally accept the ICT Performance under a condition to be agreed, whereby the provisions under a shall apply if the Service Provider does not meet the conditions set in the conditional acceptance in time.

If the Customer chooses not to dissolve the Agreement, the Service Provider shall remedy the Defects as soon as possible, but within five (5) business days at the latest and offer them to the Customer again for acceptance.

8.5 Work around

For Defects which cannot be solved within the agreed planning, it may be decided by mutual agreement to temporarily implement an acceptable work-around and/or to work out a solution later.

8.6 Final acceptance

The Customer is not obliged to make any payment to the Service Provider before final Acceptance has taken place. Payments made prior to Acceptance shall always take place under the suspensive condition of Acceptance.

8.7 Documentation

Complete documentation is part of the Acceptance procedure. The Service Provider shall provide Customer with sufficient and comprehensible documentation regarding the properties, technical suitability, and possibilities for use of the ICT Performance. The documentation for end-users is drawn up in the Dutch language, unless agreed otherwise. The documentation:

- provides a correct, complete, and detailed description of the ICT Performance to be delivered by Supplier, as well as its functions.
- gives a correct and complete description of the settings made by the Supplier within the framework of the Implementation or the Maintenance.
- is suitable to test the ICT Performance on this basis within the framework of an Acceptance procedure.
- is suitable to manage the ICT Performance adequately on this basis.
- shall always be made available to the Customer in good time for the relevant Acceptance procedure, unless otherwise agreed. When supplying Updates or Upgrades or supplying additional software, the relevant documentation shall always be included.
- The Service Provider shall always keep the documentation up to date. As soon as it becomes apparent that the documentation is not or no longer correct or complete, the Service Provider shall update the documentation as soon as possible and at its own expense.

Article 9. Maintenance of custom software

If the Customer maintains the Custom software itself or has it maintained by a third party, the Service Provider will support it in doing so upon request, for a fee in line with the market. The Service Provider will provide the necessary (additional) information to the Customer, or a third party engaged by the Customer on request. The above also applies to management activities regarding the Custom software that the Customer performs itself or has a third party perform.
The Service Provider guarantees that it will carry out the work under the relevant Agreement, as well as maintenance, in accordance with (technical) norms and standards applicable in the most recent and proper IT practice.

Article 10. Guarantees

10.1 Competent staff

The Service Provider guarantees that it only deploys Personnel that have the necessary skills and qualifications, considering the nature of the Deliverable and the way in which the Service Provider has presented itself as an expert. It also guarantees that the Personnel deployed by it meets the requirements that may be expected and imposed on comparable Service Providers.
The Service Provider guarantees that it will not provide any Personnel to the Customer or have such Personnel work for it

that also works for third parties if that Personnel could thereby come into a conflict of interest with the Customer.

10.2 Guarantees Products

The Service Provider guarantees that upon delivery of Products:

- the Products are of good quality and free from defects.
- the Products are and function fully in accordance with the requirements of the Agreement, specifications, and reasonable expectations of the Customer (in particular regarding the requirements of generally accepted technical practices, the norms, and standards customary in the industry, quality, and reliability).
- the Products are free from design, manufacturing, operational and material defects. The warranty includes all costs for parts and labour.
- the Products fully comply with all applicable legal requirements and government regulations as well as all relevant laws and regulations Products.
- the Products are suitable for the purpose for which the Customer wishes to use the Products.

10.3 Guarantees Service

The Service Provider guarantees that upon delivery of Services:

- the Service Provider will provide maintenance to the ICT Performance for at least three (3) years after the date of Acceptance.
- the ICT Performance will be suitable for use in connection with the Application landscape.
- the ICT Performance complies and (in the case of Maintenance) will continue to comply with the relevant legislation and regulations.
- the Services are performed by appropriately skilled personnel and using the latest materials, knowledge, and technology.
- the Services are performed entirely in accordance with the Agreement as well as with the reasonable expectations of the Customer (regarding quality in particular).
- the Services comply with the norms and standards customary in the relevant branch of trade.
- the Services are provided in full compliance with all applicable legal requirements (including applicable European regulations) and governmental regulations.

10.4 Repair/replacement

If the Products and/or Services do not comply with the provisions of articles 10(2) and 10(3), the Service Provider shall be obliged to replace or repair the Products or perform the Services again within two weeks at its own expense (i.e., free of charge) and risk and subject to the approval of the Customer. The provisions in the first sentence are without prejudice to the Customer's other statutory rights. The Customer is entitled, at the expense of the Service Provider, and whether or not by calling in third parties, to proceed to repair, replacement, or re-execution, if and to the extent that the Service Provider fails to fulfil its obligations regarding guarantees.

10.5 Guarantee period Products

Unless the Agreement concerned does not stipulate a guarantee period, the guarantee period shall be twenty-four (24) months, commencing from the moment of delivery of the Products, or - if an acceptance test has been agreed - after the acceptance test has been passed.

When supplying the Products and performing Services, it is the responsibility of the Service Provider that all necessary permits, authorisations, and licences relating to the Products and Services are obtained (on time).

10.6 Grace period Software

The Service Provider guarantees, for the duration of fourteen (14) business days after Acceptance, to repair Defects at its own expense. If the Customer wishes to invoke this guarantee, it will notify the Service Provider in writing (e-mail) and, in urgent cases, by telephone.

The Service Provider shall repair the Defects without delay, considering their severity and nature. Where necessary, repair shall take place in consultation with the Customer.

Imperfections that:

- make it impossible for the Software to function, will be resolved by the Service Provider within four (4) office hours after the notification by the Customer, possibly by means of a temporary (program) diversions, without prejudice to the Service Provider's obligation to resolve the Defects as soon as possible.
- interfere with the operation of the Software will be resolved by the Service Provider within twenty-four (24) hours after notification by the Customer, possibly by means of a temporary (program) diversion, without prejudice to the Service Provider's obligation to fully resolve the Defects as soon as possible.

If the Service Provider demonstrates that there is a Defect that the Customer reasonably should have discovered during the performance of the Acceptance procedure, it may charge the Customer the extra costs involved in remedying that Defect.

The Service Provider guarantees that it will carry out the work under the relevant Agreement, as well as maintenance, in accordance with (technical) norms and standards applicable in the most recent and proper IT practice.

10.7 Temporary solution

If the Service Provider implements a temporary solution in performance of the guarantee as referred to in article 8(5), it shall compensate damage suffered by the Customer as a result thereof.

10.8 Testing result Maintenance

The Customer may test (or have tested) whether a Defect/Fault has been remedied. The Service Provider is obliged to cooperate in this. If the test shows that a Defect/Fault has not been properly remedied, the Customer may recover the costs of the test from the Service Provider**.**

10.9 Warranty exclusion

The guarantee referred to in article 10(5) does not apply to the extent that the Service Provider demonstrates that a Defect has arisen because of a change made to the Performance, without its permission, by the Customer or a third party engaged by it. Nor does the guarantee apply if a Defect is demonstrably the consequence of incorrect, careless, or incompetent use of the Performance by the Customer.

Article 11. Corporate social responsibility

The Customer attaches importance to corporate social responsibility. The Service Provider warrants that in its business operations and in the performance of the Agreement it observes the applicable laws and regulations in the field of human rights (as referred to in the Universal Declaration of Human Rights), competition, corruption, environment, bribery, computer crimes and working conditions.

Without prejudice to the above, the Service Provider is prohibited from offering or providing money, goods, or services to employees of the Customer in any way whatsoever. Not (fully) complying with the provisions of this article gives the Customer the right to terminate the Agreement (extrajudicially) with immediate effect, without prejudice to the other rights of the Customer (including the right to compensation).

Article 12. Intellectual property rights

12.1 IP

All rights of intellectual or industrial property to all software or other materials provided under the agreement, such as analyses, designs, documentation, reports, as well as preparatory materials thereof, are vested in:

a) the Customer insofar as it concerns a Performance which has been or will be designed or manufactured specifically for the Customer and/or will be realised under the management or supervision of the Customer or based on the Customer's instructions or designs. To the extent necessary, these rights are transferred to the Customer by the Service Provider under the Agreement, which transfer is unconditionally accepted by the Customer.
b) the Service Provider or a third party in all other cases. In that case the Service Provider grants the Customer a non-exclusive right to use the Performance, to be determined in the specific Agreement. The Right of Use shall in any case include the right to use the ICT Performance(s) (and all information/knowledge contained therein) for the Agreed Use, as well as for testing purposes, including all reproductions and disclosures, whether temporary or otherwise, that are reasonably necessary for that purpose. If a fee is payable periodically for the Right of Use, the duration of the Right of Use shall be equal to the duration of the Agreement. In other cases, the right of use is perpetual and irrevocable.

12.2 Indemnification of claims

The Service Provider shall indemnify the Customer against claims, demands, and claims from third parties arising from any infringement of intellectual property rights of third parties, directly or indirectly related to the Products made available by the Service Provider or Performances performed, including copyrights, in the broadest sense. At the Customer's first request, the Service Provider shall assume the defence in any proceedings instituted against the Customer in connection with the Performance, on account of infringement of a third party's intellectual property right. The Customer will notify the Service Provider of such an action without delay and authorise the Service Provider to do so. The Service Provider will also indemnify the Customer against all damage and costs to which the Customer would be sentenced and against the legal costs as well as the costs of assistance of a lawyer/ cost related to obtaining legal advice.

12.3 Measures

If the use of the Products and/or Performance, or any part thereof, infringes on the intellectual property rights of any third party, and as a result the Customer can be and/or is denied the use of the Products or any part thereof, the Service Provider shall, at its own expense and at the Customer's choice:

- or obtain the right for the Customer to continue using the Products or the relevant part thereof.
- or replace the Products or the relevant part thereof with Products which do not infringe the aforementioned.
- or modify the Products in such a way that the infringement ceases.
- take back the Products or the relevant part thereof against compensation of all damage suffered by the Customer.

12.4 Restriction of use

A modification and/or replacement of the Products or the relevant part thereof made in accordance with article 13(6) may not result in the Customer's having limited possibilities for using the Products and will expressly not affect the Customer's other (statutory) rights.

12.5 Limitation of damage

In the event of an alleged infringement of a third party's intellectual property rights, the Service Provider will, at its own expense, take all measures that may contribute to preventing stagnation of the Customer's business operations and to limiting the costs incurred and/or loss suffered by the Customer as a result.

12.6 Dissolution of Agreement

If third parties sue him for violation of intellectual property rights, the Customer may rescind the Agreement in whole or in part, without prejudice to his further rights against Service Provider, including but not limited to any right to damages.

Article 13. Subcontracting

13.1 Express consent

When executing the Agreement, Service Provider may only use the services of third parties and/or transfer them to third parties with prior and explicit permission of the Customer. This permission, to which the Customer can attach further conditions, will not be refused without reasonable grounds.

13.2 Liability of subcontractor

The Service Provider remains, even after the Customer has agreed to the transfer, responsible and liable for the timely and correct fulfilment of what the Agreement obliges the Service Provider to do.

Article 14. Installation

Unless agreed otherwise in writing, the Service Provider will take care of the installation of the Products. In the event of installation by the Service Provider, the Customer shall provide all facilities necessary for the performance of the Services (such as, among other things, free access to the Products and the related products, documentation for making diagnoses, electric power, telephone, presence of the Customer or a person designated or appointed by the Customer who uses the Products personally and is aware of the needs of the Customer, etc.) as well as all necessary electrical and mechanical diagrams and programming data of the installation concerned. If the installation cannot take place due to the lack of the aforementioned facilities, this will be invoiced separately by the Service Provider.

Article 15. Fulfilment of service levels

The Service Provider shall make every effort to realise the Service Levels. The consequences of not meeting them are laid down in the Agreement. Dissolution of the Agreement is in any event possible if Service Levels are repeatedly exceeded.
Service levels do not detract from the provisions of the Agreement.

Article 16. Liability of Service Provider

16.1 Default

The Service Provider is liable for all damage suffered by the Customer because of a breach in compliance with any Agreement imputable to the Service Provider and/or a wrongful act committed by the Service Provider towards the Customer. The Service Provider shall indemnify the Customer against all claims of third parties.

16.2 Late performance of Agreement

Unless caused by a situation of force majeure, the Customer, in the event of late performance by the Service Provider, is entitled to decide that the Services will be performed by a third party, with the costs of such services to be borne by the Service Provider.

If it is not possible to have the Services performed by a third party, the Service Provider is obliged to compensate the Customer for all damage suffered in accordance with articles 16(2) and 16(3).

16.3 Non-compliance with the Agreement
If the delivery can no longer be fulfilled, the Service Provider is liable for all damage suffered by the Customer because of this failure to fulfil the Agreement, attributable to the Service Provider, or because of the breach of any other contractual or non-contractual obligation.

16.4 Force majeure
Force majeure exists in the event of imputable impossibility for one of the parties to fulfil its obligation. The unforeseeable and unavoidable nature of the impediment to performance may be taken into consideration in this case.

.**In case of a definitive force majeure event, the Parties shall be fully released from their reciprocal obligations and the contract shall be terminated.**
In the event of temporary force majeure event, fulfilment of the obligation shall be suspended for the duration of the temporary impossibility, plus the time required to restart the activities.

If the suspension is unreasonably long in relation to the originally proposed performance period, each Party shall have the option to terminate the Agreement, after a prior written notice that has remained unanswered ten (10) business days after it was sent.

As soon as a Party has or should have knowledge of a case of force majeure, it must notify the other Party in writing within five (5) business days.

Any costs resulting from such a reported force majeure situation shall be borne exclusively by the affected Party.

Article 17. Unforeseeable circumstances
Parties expressly exclude the application of the regulation regarding unforeseeable circumstances as provided for in art 5.74 Belgian Civil Code.

Article 18. Duty of information and confidentiality
18.1 Information obligation
The Service Provider will provide the Customer with all information concerning the supply that may be of interest to the Customer. The Service Provider will not provide any confidential information regarding the supply to its own employees who are not involved in the supply, nor to third parties, unless the Customer has given prior written permission.

18.2 Confidential information
Confidential information" means:
all information of a confidential nature ,which is made known to the Service Provider by the Customer ,in any form whatsoever, and which at any time is designated as confidential or whose confidentiality must reasonably be assumed on account of its nature or under the circumstances of its disclosure.
Confidential information shall always remain the property of the Customer and shall be returned upon request of the Customer.
Service Provider is not allowed to disclose confidential information except to:
(i) those third parties for which the Customer has given written permission. or
(ii) employees or third parties who need to know such confidential information in connection with the Agreement, provided that Service Provider ensures that such employees and/or third parties accept obligations of confidentiality, non-disclosure and return of materials that are at least as strict as the obligations in these General ICT Conditions.

The Service Provider is not allowed to use confidential information for other purposes than fulfilling its obligations under the Agreement.

18.3 Appropriate measures
The Service Provider shall take all necessary or appropriate measures to protect Confidential Information against unauthorised disclosure or unauthorised use, immediately notify the Customer of any unauthorised disclosure or unauthorised use of Confidential Information, and furthermore perform all actions reasonably requested by the Customer to prevent further unauthorised use or unauthorised disclosure thereof.
The obligation set out in this article 18 shall not apply to the extent, but only to the extent, of confidential information:
- generally available to the public without this being attributable to Service Provider.
- under applicable laws, regulations, or government rules.

Prior to disclosure, Service Provider shall notify the Customer of such disclosure, which Confidential Information is involved and the extent to which the Confidential Information will be disclosed.

Article 19. Notification in publications and/or advertisements
The Service Provider will not mention the Performance, the Project and/or the Order implicitly or explicitly in publications (including press releases) or advertisements and will not use the Customer's name as a reference for publicity purposes and PR activities without the express
written permission of the Customer.

Article 20. Personnel of Service Provider
20.1 Registration
The Service Provider shall report the arrival of its Staff at a location of the Customer to the Customer's contact person in a timely manner. The Service Provider shall ensure that its Staff can identify itself at the request of the Customer and can prove that it is working for or on behalf of the Customer. The Customer is entitled to refuse anyone access to (one of) its locations.

20.2 Former staff
If a person who was or is part of Service Provider's Personnel and who visits Customer sites in that capacity is or will no longer be employed by Service Provider for whatever reason, Service Provider will report this to the Customer's contact person without delay.
To the extent that the Performance is performed at the Customer's premises, Service Provider shall instruct its Personnel to observe the security procedures and house rules indicated by the Customer.

20.3 Safe workplace
If work is carried out at the Customer's premises, the Customer must ensure an adequate and safe workplace.

20.4 Breach of security
The Service Provider shall ensure that its Staff is aware in a timely manner of the working conditions regulations applicable at the Customer's and shall inform the Customer immediately if there are circumstances that (could) constitute a breach of those regulations.

Article 21. Replacement of Service Provider's Personnel
21.1 Replacement of Personnel
The Service Provider shall only replace Personnel with the prior consent of the Customer. The Customer shall not refuse its

permission on unreasonable grounds and may attach conditions thereto.

The Customer may demand replacement of Personnel if he no longer deems their deployment reasonably desirable.

21.2 Personnel replacement costs
Upon replacement of Personnel, the Service Provider shall not charge any related costs to the Customer, unless the Service Provider demonstrates that the request for replacement had no reasonable basis.

21.3 Expertise
If Personnel is replaced, the Service Provider shall make Personnel available at the same rate, which is at least equal to the originally deployed Personnel in terms of expertise, education, and experience, or which complies with what parties have agreed in this respect.

Article 22. Dissolution
22.1 Dissolution by Customer
Without prejudice to the Customer's rights to terminate the Agreement in the event of non-performance or late performance, the Customer will also be entitled to terminate all or part of the Agreement without notice of default or judicial intervention by means of a registered written statement, without being obliged to compensate for any damage, if:

- the Service Provider is in default if:
  - the Products/Performance are rejected after inspection.
  - the Products cause damage.
  - the Products/Performance do not meet the specifications.
  - the Products/Performance are not suitable for the intended use.
- the Guarantees are not fulfilled.
- an attachment is made on a substantial part of the assets of the Service Provider, or the Service Provider transfers its business (or a relevant part thereof) to third parties.
- the permits of the Service Provider which are necessary for the performance of the Agreement are revoked.
- any shortcoming of the Service Provider, for which it was declared to be in default by the Customer and which the Service Provider has not completely rectified within fourteen (14) calendar days after the notice of default was sent.
- the Service Provider does not achieve the agreed Service Levels.
- the Customer is held liable by third parties for infringements of intellectual property rights.
- the Service Provider causes a serious data breach that poses a high risk to the data subjects.
- the Custom software is rejected again after the second acceptance test.

the provisions of article 40 would be violated.

22.2 Dissolution by both Parties
The Party concerned shall immediately notify the other Party in writing of any fact or circumstance as described in article 23(3) which could give a Party the right to terminate the Agreement.

22.3 Concursus creditorum and insolvency
In the event of death, application or claim for or determination of bankruptcy, declaration of incapacity, liquidation, protective or executive attachment amongst third parties, or the transfer of a (relevant) part of the business to third parties, the Parties shall have the right to terminate the Agreement.
Such termination shall be notified in writing to the Party concerned or its legal successors.
The termination shall not give rise to any right to compensation.

22.4 Risk of Products
In case of dissolution, the risk of Products already delivered remains with the Service Provider. The Service Provider shall immediately refund the amount already paid by the Customer. The Products are then at the disposal of the Service Provider and must be collected by it.

All claims that the Customer may have or acquire against the Service Provider in the cases referred to above shall be immediately due and payable in full.

Article 23. Insurance
23.1 Minimum insurance
The Service Provider shall adequately insure its liability towards the Client under the law and/or the Agreement, including but not limited to valid and appropriate liability insurance that also covers damage resulting from the use of AI tools, professional liability, product liability and cyber incidents, for the duration of the Agreement.
23.2 Exemption and non-covered risks
The exemption and the non-covered risks are for the account of the Service Provider.

23.3 Submitting certificates
At the request of the Customer, the Service Provider must be able to submit insurance certificates of sufficient coverage in BA/Professional Liability, Product Liability and Cybercrime policies, as well as proof of payment of the premiums. The Customer shall be informed immediately, directly and in writing by the insurer and shall guarantee the Customer in the event of amendment, suspension, cancellation, or termination of the policy.

Article 24. Protection and security of personal data
24.1 GDPR
Both Parties undertake to comply with the applicable data protection legislation, in particular the General Data Protection Regulation ("GDPR") 2016/679 and to ensure that its staff and subcontractors also observe this legislation.

24.2 Processing of personal data
If the Service Provider processes personal data for the Customer in the context of the performance of the Agreement, the Service Provider shall be deemed to be a processor in the sense of the Act on the Protection of Natural Persons regarding the Processing of personal data, and the Agreement shall also apply as a processor's agreement as referred to in the same Act. The Service Provider is, if this seems appropriate, prepared to conclude a separate data processing agreement with the Customer.

24.3 Appropriate measures
The Service Provider adopted appropriate technical and organisational measures to protect the personal data against loss, theft and/or any form of unlawful processing. These measures guarantee, considering the state of the art and the costs of implementation, an appropriate security level in view of the risks involved in the processing and the nature of the data to be protected. The Service Provider lays down these measures in writing and makes them available to the Customer.

24.4 Correct processing
The Service Provider guarantees the Customer that the personal data will be processed in a proper and careful manner and in accordance with the applicable laws and regulations.

24.5 Transfers outside the EU

The Service Provider shall only transfer Personal Data to a third country or an international organization upon the written instruction of the Controller. In principle, there is a prohibition on the transfer of data to non-EU countries, unless an adequacy decision has been made by the country concerned. If a statutory provision applicable to the Processor would oblige it to transfer and/or distribute and/or provide personal data to non-EU countries, the Processor is in any event obliged to inform the Controller first.

Parties will then consult on what additional security measures must be taken and what guarantees the Service Provider must give in this regard. These additional security measures will be included in an addendum and shall be signed by both parties.

If the Service Provider fails to inform the Customer of transfers to non-EU countries and/or makes such transfers without written permission/agreed additional security measures, the Customer is entitled to terminate the Agreement immediately, without any compensation for the Service Provider.

24.6 Indemnification

The Service Provider shall indemnify the Customer against all claims (including fines and costs of defence) from third parties (all data subjects, supervisory authorities, and other interested parties) that might be made against the Customer due to a breach of the Service Provider's obligations as referred to in this article.

24.7 Rights of data subjects

The Service Provider shall lend the Customer its full cooperation to be able to provide data subjects in the sense of the articles 36-39 of law of 30 July 2018 on the protection of natural persons regarding the processing of personal data:

- access to their personal data.
- to have personal data removed or corrected and/or.
- provide evidence that the personal data have been deleted or corrected.

24.8 Data breach

In the event of a data breach as referred to in the GDPR and the law of 30 July 2018 on the protection of natural persons regarding the processing of personal data, the Service Provider will inform the Customer verbally and in writing immediately, but in any event within twenty-four (24) hours of discovery of the data breach, irrespective of the impact of the data breach. In the event of a security incident/data breach, the Service Provider shall take all reasonable measures to limit the consequences of the incident and/or to prevent a new incident. The Service Provider will provide all cooperation to the Customer to assess the security incident and to be able to comply with its possible statutory duty to report and its possible duty to inform those involved.

24.9 Liability Service Provider/Processor

In the event the Service Provider has the capacity of Processor then the following clause shall apply. The Processor is liable for all damage, claims and/or fines of third parties, the Data Protection Authority, other supervisory authorities, or data subjects that are the result of a violation by the Processor of the Data Processing Agreement and the obligations specifically addressed to the Processor in the context of GDPR legislation. The Processor indemnifies the Controller against all claims, fines and/or measures of third parties, including data subjects and the Data Protection Authority, which are instituted or imposed against the Controller for a violation of the data processing agreement and/or the GDPR and/or other applicable Laws and regulations concerning the processing of personal data by the Processor and/or (legal) persons engaged by the Processor, including but not limited to employees and/or sub-processors.

If the Processor breaches its obligations under this Agreement or any Data Protection legislation, the Processor is liable to the Controller and must reimburse the latter for all costs, including reasonable collection costs, attorney's fees, legal costs, expenses and/or costs, fines imposed and damage resulting from a such data breach/breach of contract.

24.10 Data Protection Notice/Privacy Policy

The Service Provider undertakes to provide all the above information on processing to those concerned, including a reference to the Privacy Policy on the website: https://www.aertssen.be/en/privacy-policy.

Article 25. Use of AI systems

25.1 Use

The Service Provider shall not, without the prior written consent of the Client, make use of:

- any AI tool, system, model, application, technology or service ('AI tool'), including an AI tool that generates text, images, sound or other information or content ('*Generative AI tools*', e.g. ChatGPT or DALL E), in connection with the Services or other performances provided to the Client.
- use or incorporate works created by Generative AI Tools (or derivative works thereof) in any Services or other works.
- upload or enter any (even anonymised) data of the Client or Personal Information of the Client into any AI Tool, either itself or by allowing others to do so.

25.2 Guarantees

The contractor guarantees that:

- the use is fully in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR) and the European AI Regulation (AI Act);
- the AI tools used are transparent, explainable and verifiable (no black box AI).
- appropriate technical and organisational measures have been taken to guarantee the confidentiality, integrity and availability of the client's data.
- the client's data will not be used for training AI models, unless expressly agreed in writing in advance.

Such AI applications must contribute to the efficiency, quality or safety of the performance of the Services and must not give rise to discrimination, stereotyping, manipulation or other ethically undesirable effects.

25.3 Purpose

At the Client's request, the Service Provider shall also provide, prior to its use, a detailed description of the intended use, the manner in which the AI tool will be used, and any third-party rights or other legal issues that may arise from such use. This detailed description shall be approved by the Client before the Service Provider can use the AI tool in question.

The Service Provider shall not retain any data processed via AI tools for longer than is strictly necessary for the agreed purpose. Upon termination of the agreement or at the Client's first request, the Service Provider shall securely delete or destroy all data processed via AI, including any intermediate results, log files and derived data, unless legal retention obligations require otherwise.

25.4 Transparency

At the Client's first request, the Contractor shall provide full disclosure about:

- the nature and operation of the AI systems used;
- the origin of the models and datasets used;
- the measures taken to prevent bias, discrimination or unlawful profiling.

25.5 Data breach, infringement, liability

In the event of an incident in which the use of AI leads to a data breach, unlawful processing or other infringement of the rights of data subjects, the Service Provider shall immediately notify the Client and cooperate fully in the investigation and remedial measures.

The Service Provider shall also be liable for any damage caused by AI-generated output used by the Client within the framework of the Agreement. This applies regardless of whether the AI output has been manually checked or automatically generated.

25.6. Property rights

The Service Provider guarantees that all AI-generated documents or content used or delivered within the framework of the Agreement are free of third-party rights. The Client acquires an exclusive, transferable and unlimited licence to use such works, unless otherwise agreed in writing.

If the Service Provider uses AI tools or services provided by third parties, including subcontractors, the Service Provider remains fully responsible for compliance with the obligations under this article. The Service Provider will ensure that such third parties comply with equivalent standards of data protection, security, transparency

Article 26. Continuing obligations

Termination of the Agreement shall not release the parties from any obligations arising therefrom which by their nature continue. These obligations include in any case: indemnification for violation of intellectual property rights, warranties, liability, confidentiality, disputes, and applicable law.

Article 27. Disputes

27.1 Applicable law

The Agreements entered into by the Customer and all other commitments of the Customer are exclusively governed by Belgian law, to the exclusion of provisions of an international private law nature or other rules that declare the law of another jurisdiction to be applicable outside Belgium.

27.2 Competent court

All disputes relating to the conclusion, validity, interpretation and/or execution or termination of the Agreements shall be subject to the exclusive jurisdiction and competence of the Courts and Tribunals of Antwerp, Antwerp Division.

Article 28. Nullity

If one or more provisions of these General ICT Conditions are, for whatever reason, declared unlawful, invalid, void, or unenforceable, in whole or in part, this unlawfulness, invalidity or unenforceability shall not extend to the remaining provisions. If applicable, the Parties shall negotiate to the best of their ability and in good faith to replace this provision with a legal, valid, non-executable provision having a similar economic effect.

B1. SPECIAL CONDITIONS - SOFTWARE

Article 29. Software

29.1 Development of Software

If it is agreed that the Service Provider will develop Software or adapt Software, the Service Provider will develop and/or adapt the Software in strict accordance with the agreed Specifications. The Service Provider declares that it has acquired sufficient knowledge of the environment in which the Software will work, that it is fully aware of the purpose for which the Customer wishes to use the Software, that the Software is suitable for the aforementioned purpose, both separately and in combination with any existing infrastructure (at the Customer or a customer of the Customer), and that the Service Provider is responsible for the proper functioning of the Software in the aforementioned environment or in combination with the aforementioned infrastructure.

Article 30. Acceptance procedure and deadline

Article 8 of the General ICT Conditions shall apply in full.

Article 31. Warranty on software

31.1 Guarantees

The Service provider guarantees that:

- the Software functions fully in accordance with the Specifications.
- the Software is written in an efficient, sound, and coherent manner.
- the Software complies with (international) technical standards.
- the Software does not contain any security measures that have not been agreed upon, and that the Software does not contain any foreign elements (such as viruses, worms, etc.).
- the response times stated in the Agreement and/or Specifications are met.
- all functionalities built into the Software are described in the Documentation.
- complies with applicable laws and regulations including, but not limited to, the Law on the Protection of Natural Persons regarding the Processing of Personal Data.
- complies with relevant security standards such as ISO 27001 and NEN 7510, 7512 and 7513 as well as ISAE3402, SAE3402, ISAE 3000 and TPM statements which will be provided by the Service Provider in a timely manner upon request. and
- the Software does not contain any so-called Open-Source Software (components) unless the Customer has given its explicit prior consent for this.

The permission for Open-Source Software can only be given if the Service Provider has made clear to the Customer, in a timely and comprehensive manner, which Open-Source Software will be used, which (license) conditions apply to it, what legal implications this has and the Customer, after reviewing this information, agrees that the Open-Source Software can be used. A consent given by the Customer does not affect the obligation of the Service Provider to indemnify the Customer against all damages and costs if the use of the Open-Source Software gives rise to claims by third parties, and does not affect any rights of use, warranties and indemnities provided by the Service Provider. The warranty includes free repair of Defects in accordance with the
provisions of these General ICT Conditions.

Article 32. Licence of Software

32.1 Software

If the Service Provider makes Software available to the Customer and licenses it, the provisions of this article 33 will apply.

32.2 Extent of licence

Unless otherwise agreed in the Agreement, the Licence granted by the Service Provider is irrevocable, worldwide and perpetual. The Customer is also always entitled to make copies of the Software and Documentation and to use such copies for:

- calamities or non-functioning or incorrect functioning of the Software.
- for testing or.
- for the Customer's intended use of the Software and Documentation.

32.3 Right of the Customer

The Licence for the Software and the Documentation also includes the Customer's right to use the Software and the Documentation for other purposes:

- to be maintained and/or managed by third parties (including outsourcing or similar services by third parties), and
- to third parties (sub-licensing).

32.4 Consistent versioning Policy

The Service Provider will pursue a consistent version policy and ensure the timely availability of New Versions and Updates of the Software made available. The Service Provider will regularly investigate the need for New Versions and Updates and will inform the Customer as soon as possible of the results of such an investigation. On request, the Service Provider will make a copy of the New Version available to the Customer for testing and evaluation purposes. However, the Customer is never obliged to use a New Version.

32.5 Bankruptcy and continued operation

Parties explicitly agree that if the Service Provider is declared bankrupt and the trustee in bankruptcy terminates the Agreement between the parties, the Customer will be entitled to continue using the Source code and/or Software and the Documentation. The Parties already agree that the intended use of the Source Code and/or Software in any case includes:

- the right to install the Software on an unlimited number of computers.
- the right to use the Software for an unlimited period at an unlimited number of locations and by an unlimited number of users of the Customer.
- the right to have the Software maintained by the Customer and/or by a third party.
- continue to perform those actions with respect to the Software that the Customer already performed before the Service Provider was declared bankrupt.

32.6 Transfer third party/affiliated company

If the business of the Customer is transferred (wholly or partly) to a third party, the Service Provider will permit the use of the Software and Documentation to be continued by that acquiring party, provided that that party has confirmed to the Service Provider, on request, that it will comply with the licensing conditions.
The Customer is also always entitled to transfer the use of the Software and Documentation to an affiliated company.

32.7 Copy source codes

At the first request of the Customer, the Service Provider shall deposit a copy of the source codes of the Licensed Software and a copy of the Documentation with an Escrow Agent. This agent must be approved by the Customer, whereby the Customer acquires the right to use the source codes of the Software without limitation if the Service Provider becomes bankrupt or has other problems that jeopardize the continuation of the company or otherwise fails to comply with its maintenance obligations.

Article 33. CLOUD SERVICES

33.1 Delivery of Cloud Services

If the Software and/or the Documentation are made available to the Customer or are given in use in the form of Cloud Services, the provisions of these General ICT Conditions apply without prejudice, with the understanding that in that case delivery takes place by the Service Provider enabling the Customer to actually use the Software and/or Documentation on the agreed delivery date.

33.2 Certification standards

The Cloud Services of the Service Provider will have to comply with certification standards (such as ISO27001 or NEN 7510, 7512 and 7513) set by the Customer when entering into the Agreement. The Service Provider will provide the Customer with a copy of the certificates. This certification will be regularly updated, and the updated certificates will be made available to the Customer.

33.3 Limited data use

The Customer always remains the owner of all data that the Customer makes available to the Service Provider in connection with the Cloud Services. The Service Provider will treat these data of the Customer as confidential information. The Customer grants the Service Provider a limited licence, for the duration of the Agreement, to use the Customer's data solely to the extent necessary to perform the Cloud Services. Any other use of the data by the Service Provider is expressly prohibited, and the Service Provider acknowledges that a breach of this obligation will result in irreparable damage to the Customer, for which damage the Service Provider will be liable. The Service Provider will make the data available to the Customer at the first request. When the Cloud Services are terminated, the Service Provider will make available all the data of the Customer that are present on the systems of the Service Provider, or a third party engaged by it in the agreed data formats. The said data are documented in such a way that the Customer can access them. After the intended making available of all data to the Customer upon termination and after confirmation of receipt of all data by the Customer, the Service Provider destroys all data that are still present in its systems and the Service Provider documents the destruction actions and keeps this documentation available for the Customer for five (5) years after the termination of the Agreement.
In the event of bankruptcy, the Service Provider shall also ensure that the said data does not form part of the estate.
If the Service Provider stores the Customer's data outside the EU, it requires the prior written permission of the Customer and the Service Provider bears responsibility for compliance with the legislation and regulations applicable in that country regarding the processing of personal data, among other things. The Service Provider shall indemnify the Customer against all claims and damages in that connection.

33.4 Backups

Unless expressly agreed otherwise, the Service Provider shall ensure back-ups of data of the Customer, observing the agreed periods, in default of which the Service Provider shall make a full back-up of the data of the Customer once a day. The Service Provider will indicate to the Customer prior to the Agreement at which server location the Customer's data will be stored. In the case of a public and/or private cloud server, the Service Provider will inform the Customer prior to the conclusion of the Agreement about the applicable security measures (Personnel, key regime). The Service Provider shall enable the Customer to

fulfil its (safekeeping) obligations under applicable laws and regulations.

33.5 Log- in and passwords

The Service Provider will grant individual users, in particular for authentication purposes, an individual login name and an individual password. These login names and passwords must be stored by the Service Provider using at least Advanced Encryption Standard (AES) 256-bit encryption. The Service Provider shall ensure, when providing the login name and password, that this takes place in such a way as to prevent theft and/or misuse. The Service Provider will have the individual users confirm their receipt of passwords. Passwords will always be provided via adequately secured connections and never to third parties. The Service Provider shall ensure a proper administration of the accounts provided by it to users.

The Service Provider will notify the Customer immediately upon discovery of unauthorised use of an account and/or password and indemnify the Customer against all damage and costs that the Customer (and/or individual users) suffers because of such unauthorised use, without prejudice to the obligation of the Service Provider to restore the required security level and to inform the Customer in writing about the measures taken. The indemnification does not apply if the damage is the direct and exclusive result of deliberate or wilfully reckless actions by the Customer and/or an individual user.

33.6 Two - step verification

The Service Provider will preferably make use of a so-called "two-stage verification" for the Cloud Services to guarantee access security.

33.7 Encrypted protocols

The Service Provider shall provide the connection with encrypted protocols with the highest possible encryption key**.**

33.8 PEN - test

The Service Provider will have the Cloud Services tested by experts regularly (at least once a year) by means of, for example, manual attack and PEN tests, after which the Service Provider will take appropriate (security) measures based on the results.

33.9 Intrusion detection

The Service Provider will also take care of intrusion detection (recognising activities that are characteristic of hackers).

33.10 Version policy

The Service Provider will apply a consistent version policy and ensure the timely availability of New Versions and Updates for the performance of the Cloud Services. If the Service Provider wishes to apply New Versions and Updates, the Service Provider will discuss this with the Customer beforehand. The Service Provider will always test New Versions and Updates extensively in a separated test environment first and prepare the approved Software therein before applying them in the production environment, in consultation with the Customer. The Service Provider guarantees that no disruptions will occur in the Cloud Services. Only if necessary and if agreed in advance can the Service Provider, if appropriate, put all or part of the Cloud Services temporarily out of operation for maintenance purposes. The Service Provider will not allow the outage to last longer than is strictly necessary, whereby the outage must take place as far as possible outside office hours (07:00 to 18:00) and after prior notification of at least fifteen (15) business days to the Customer. The costs of the maintenance (including the aforementioned New Versions and Updates) will be included in the costs of the Cloud Services unless the parties have agreed otherwise in writing.

33.11 Hosting

a. If the Service Provider performs services on the instructions of the Customer that relate to the hosting of websites, the present article applies.
b. The Customer will have full access to the servers in connection with the management of the websites. The Service Provider shall provide the Customer with all applicable usernames and passwords in this regard.
c. The Service Provider will make the Hosting Services available, in accordance with the (service level) Agreement entered between parties and in accordance with the service levels and rates laid down therein, as well as discounts if the guaranteed availability percentages are not realised by the Service Provider. If and to the extent that parties have not agreed on the above-mentioned service levels, the service levels will be those customary between professional parties in the relevant industry, and the Service Provider will provide the Hosting Services in accordance with the requirements of excellent craftsmanship and using all (technical) possibilities that may reasonably be expected by the Customer.
d. The Service Provider will only deploy qualified Personnel for the Hosting Services.
e. The Service Provider undertakes towards the Customer to take measures of an organisational and technical nature to adequately and sufficiently secure the data of the Customer that are stored on the websites hosted by the Service Provider - or which can be accessed via those websites.

B2. SPECIAL CONDITIONS – HARDWARE

Article 34. Development, delivery, and acceptance of Hardware

34.1 Applicability

If it is agreed with the Service Provider that the Service Provider will develop Hardware, the present article shall apply to the development of the Hardware.

34.2 Place of delivery

The Hardware sold by the Service Provider to the Customer shall, unless otherwise agreed in writing, be delivered at the place of the Customer's warehouse**.**

34.3 Acceptance test

If the Customer so wishes, all Hardware to be delivered by the Service Provider to the Customer shall be subjected to an inspection and/or an acceptance test. Inspection and/or acceptance by or on behalf of the Customer does not imply acknowledgement that the Hardware supplied satisfies the guarantees referred to in article 10.

Article 35. Warranty for delivery of Hardware

35.1 Guarantee

Without prejudice to the applicability of the provisions of article 10, the Service Provider guarantees that:

- the Hardware is fully functioning in accordance with the Specifications.
- the Hardware complies with (international) technical standards.
- the Hardware does not contain any security measures that have not been agreed upon, as well as that the Hardware does not contain any foreign elements.
- all functionalities built into the Hardware are described in the Documentation. The warranty includes free repair of Defects in accordance with the provisions of these General ICT Conditions.

B3. SPECIAL CONDITIONS – MAINTENANCE

Article 36. Maintenance

36.1 Applicability

These provisions regarding maintenance are only applicable if the Customer and the Service Provider have agreed that the Service Provider will perform maintenance work.

36.2 Maintenance agreement

The Service Provider shall perform the maintenance with the utmost care. The Service Provider shall perform the maintenance in accordance with the maintenance agreement agreed with the Customer and the methods described therein, whereby the Service Provider shall apply a consistent version policy for the Software and Hardware. The Service Provider is obliged to achieve the service levels as included in the maintenance agreement concerned.

If it is agreed that the Service Provider shall maintain Software and/or Hardware and/or Documentation, such maintenance shall commence immediately after the end of the guarantee period. The maintenance consists of the repair of Defects, all this in accordance with the following maintenance provisions and what the parties have agreed in a maintenance agreement in particular.

36.3 Legal requirements

The Service Provider warrants that all statutory regulations relating to the Products on which the Service Provider performs maintenance work are complied with, including the Act relating to the protection of natural persons regarding the processing of personal data, and the Service Provider indemnifies the Customer against all claims in this respect**.**

36.4 Risk

The Service Provider shall bear the risk of loss, theft, or damage to Products during the period that the Service Provider has them in its possession for the purpose of performing maintenance. It is up to the Service Provider to insure this risk adequately.

36.5 Back -up

Before carrying out maintenance on the Products, the Service Provider shall ensure that the necessary Backups are made.

36.6 Understandings

If, during the term of the maintenance agreement, the Software and/or Hardware, in the opinion of the Customer, contains Defects, the Customer must inform the Service Provider thereof within a reasonable time after the Defects have become apparent**.**

Article 37. Software maintenance

37.1 Maintenance obligations

During the term of the maintenance agreement, the Service Provider undertakes to remedy Defects reported to the Service Provider by the Customer.

37.2 Source code

Unless expressly agreed otherwise in writing, the Customer is entitled to delivery of the source code and all other materials required to perform maintenance**.**

37.3 Software list

The maintenance will in any case extend to Software which is included in advance in a maintenance agreement in the relevant software list, which list the Service Provider will keep accurate in consultation with the Customer.

37.4 Expertise

The Service Provider shall ensure that its expertise regarding the Software is kept up to date. The Service Provider will register the data relevant for the Software maintenance regarding the work performed on the Software and record it in its administration. The Service Provider will allow the Customer to inspect the recorded data upon first request.

37.5 Temporary solutions

The Service Provider is entitled to install temporary solutions or program detours or problem-avoiding workarounds in the Software after prior consent of the Customer. In the absence of explicit agreements in this regard, the Service Provider will install, organise, parameterise, tune the corrected Software or the new version of the Software made available and, if necessary, adapt the software used and the user environment.

Article 38. Hardware Maintenance

38.1 Maintenance obligations

During the term of the maintenance agreement, the Service Provider undertakes to remedy Defects reported by the Customer to the Service Provider.

38.2 Hardware list

Maintenance shall in any case extend to Hardware included in advance in a maintenance agreement in the relevant hardware list, which list the Service Provider shall keep accurate in consultation with the Customer.

38.3 Assessment of Services Provided

The Service Provider shall keep its knowledge of the Hardware up to date. The Service Provider shall register the data relevant for the Hardware maintenance regarding the work performed on the Hardware and record it in its administration. The Service Provider shall allow the Customer to inspect the recorded data upon first request**.**

B4. SPECIAL CONDITIONS - HIRING

Article 39. Hiring of Personnel

39.1 Temporary assistance of Service Provider Personnel

These provisions concerning the hiring of employee(s) are only applicable if the Customer and the Service Provider have agreed that the Customer will hire the Service Provider's Personnel. In the sense of these General ICT Conditions, hiring will be understood to mean the situation in which the Customer wishes to have temporary assistance from Personnel of the Service Provider in the field of automation for the benefit of the Customer.

39.2 Internal regulations

The Personnel shall behave at the location where the services are performed according to the rules applicable there. The Service Provider is obliged to give its Personnel instructions in this respect. The Personnel are obliged to respect the guidelines and internal regulations applicable at the Customer.

39.3 Fiscal and social debts

The Service Provider shall indemnify the Customer against all claims by the tax authorities or other agencies for unpaid taxes, social contributions and/or premiums, fines in the broadest sense of the word.

39.4 Instructions

The Personnel connected by an employment agreement with the Service Provider, deployed for the performance of the Services, always works under the responsibility and authority of the Service Provider, and does not receive any binding directive, order or command from the Customer who is not its employer, except as provided below.

In accordance with Article 31, §1, second and third paragraphs of the Act of 24 July 1987 concerning temporary work,

temporary employment and the provision of employees for the benefit of users, the Parties acknowledge and accept that compliance by the Customer with the obligations incumbent on it in respect of welfare at work, as well as the instructions that would be given by the Customer for the provision of services and/or materials, cannot be regarded as any exercise of authority by the Customer over the Personnel that the Service Provider would deploy.
These instructions relate exclusively to:

- the planning of the Services to be performed.
- the circumstances, procedures and business practices of the Customer that should be considered for the performance of the work.
- access to the locations and/or facilities of the Customer necessary for the performance of the work and control of business hours purely for invoicing purposes.
- use of material, facilities and/or infrastructure of the Customer.
- necessary for the performance of the work, urgent interventions to prevent/limit economic damage. and
- everything to do with health and safety.

These instructions in no way imply an erosion of the Service Provider's authority as an employer and do not in any way diminish its liability. Consequently, the right of instruction in no way implies liability on the part of the Customer for the correct performance of the Services, which remains the sole responsibility of the Service Provider. This provision applies to every level of subcontracting.

39.5 Sanctions
Violation of the obligations described in the preceding paragraphs will always entitle the Customer to terminate the Agreement with immediate effect, without being obliged to pay any compensation.

39.6 Replacement of staff
The hired Personnel shall work for the Customer for the entire agreed period unless they are replaced at the request of the Customer. The Customer is at all times entitled to demand of the Service Provider that an employee is replaced. The replaced employee shall have the same qualifications as the employee originally employed by the Customer. If, in the reasonable opinion of the Customer, the replacement of an employee requires a familiarisation period, this familiarisation period shall not exceed twenty (20) business days. The Customer will not be charged for the familiarisation time.

B5. TRAINING
Article 40. Education, training, and courses
40.1 Education, training, and courses
These provisions regarding training apply only if the Customer and the Service Provider have agreed that the Service Provider will provide training for the Customer.

40.2 Registration form
The Agreement between the Customer and the Service Provider is concluded by the Customer's written confirmation of the education, course or training offered by the Service Provider by means of a registration form signed by the Customer.

40.3 Qualified Personnel
The Service Provider shall only deploy qualified Personnel for the education, training, or course.

40.4 Notifications
If the number of registrations gives reasonable cause to do so (too few), the Service Provider shall only be entitled to cancel the education, course, or training after receiving prior written permission from the Customer, or to combine it with one or more other educations, courses, or training programmes or to have it take place at a different date or time, however, with compensation for any damage suffered by the Customer.

40.5 Cancellation of training
The Customer may cancel the education, training, or course in question in writing free of charge up to thirty (30) days before commencement.

40.6 Participation
The Customer is always entitled, after only notifying the Service Provider, to send another participant to the education, training or course concerned than the originally registered participant.

40.7 Use of material
The Customer is free to use the (education**,** training, or course) materials (including Software) or other data used and/or provided by the Service Provider within its organisation. This does not alter the fact that all intellectual property rights, including in particular copyright, relating to the materials and other data provided by the Service Provider for the purpose of the education, course or training remain with the Service Provider.