

GENERAL TERMS AND CONDITIONS OF SALE AND TRADE

BELIGHTED sprl - Place de l'Université 25 à B-1348 Louvain-la-Neuve - Nivelles - Register of Legal Entities 0895.978.310

General

The following general terms and conditions (hereinafter referred to as "T&Cs") apply even where they are in conflict with the T&Cs or specific terms or conditions of BELIGHTED's co-contractors. The latter may only commit BELIGHTED if it has expressly accepted these T&Cs unequivocally in writing.

These T&Cs and the specific terms and conditions, accompanying and/or on the front and/or reverse pages of the offer, purchase order and/or invoice, are the entire agreement or supplement other agreements concluded between the parties. They apply to all present and future relations under agreements both in writing and exchanged electronically (fax, email, etc.). The T&Cs also apply with immediate effect to all future consequences of agreements concluded in the past between the parties, even where these were subject to different T&Cs.

Unless expressly stated otherwise, BELIGHTED's offers, estimates, etc. are valid for a period of 30 days. Any order shall only be effective when expressly confirmed by BELIGHTED. BELIGHTED is authorised to include the Client in its list of references, unless expressly requested otherwise. This authorisation includes all mention of the client, use of its logos, etc., in all media, including in particular audio, video, paper, as well as the internet and all other electronic media.

These T&Cs constitute an integral whole. The fact that a party does not at a given moment, invoke a provision of these T&Cs or of a contract concluded between the parties shall never be deemed to be a waiver of the right to invoke such provisions subsequently.

In addition to adherence to these T&Cs, the client declares that it shall adhere without reservation to the T&Cs of third party software developers/publishers which may be used by BELIGHTED. In the case of a conflict between the publisher's T&Cs and these T&Cs, the latter shall apply to relations between BELIGHTED and its clients.

Sufficient evidence of any undertakings by the client to BELIGHTED shall be provided by any written document, fax or email from the client and also by any email from BELIGHTED (not disputed by the client within 48 hours) confirming an oral conversation between the parties.

If any provision whatsoever of these terms and conditions or of another agreement made between the parties is null and void, this shall not render the totality of the document in question null and void. The provision in question shall simply be deemed not to have been written. The parties shall agree on the replacement of the invalid provision by a provision having the same scope.

Definition of BELIGHTED's role

After studying the information provided by the client, BELIGHTED shall propose the solution best suited to the requirements described by the former. BELIGHTED, therefore, undertakes to supply products and services based on the requirements that the client thinks need to be covered and the information that it has provided to BELIGHTED.

Except where this is expressly part of the role assigned to BELIGHTED, the client shall have an obligation to undertake sufficient research personally or to engage consultancy assistance in order to identify the products and services that can meet all its requirements. BELIGHTED does not, therefore, guarantee in any way that the products and/or services supplied are able to cover all the client's requirements. Unless indicated otherwise, the system/service shall be assumed to conform to the agreed, intended, present and future use.

The Client acknowledges that the mission entrusted to BELIGHTED is an evolutionary process which depends to a large extent on the CLIENT's requests and needs. In order to allow BELIGHTED to best implement its skills, the CLIENT is aware that his active participation will be required from time to time. When the CLIENT does not react or does not provide the required information, he acknowledges that he can in no case claim damages later if the product fails to meet his expectations.

The client is aware that BELIGHTED's offers and estimates only include that which is clearly stated in writing, to the exclusion of any equipment, software or service not specified therein. Anything requested by the client additional to that specified in the purchase order or in the agreement shall be invoiced in addition. At the end of the service contract, except for the causes specified in Article 11, Belighted undertakes to collaborate in good faith with any migration work to another service provider, provided that the client can demonstrate that the means proposed do not prejudice Belighted's rights (in particular intellectual property rights) and interests. Services provided in this context shall be invoiced on an hourly rate basis.

Services, repair and maintenance work performed by BELIGHTED

In the case of such work, unless there is a specific maintenance agreement, all services shall be provided on an hourly rate basis, at a rate to be notified on request. Sufficient evidence of the time required for the services invoiced by BELIGHTED shall be provided either by a time sheet showing the time taken for the work or a work sheet for the work performed at the client's premises signed by the client or its representative.

The charge for BELIGHTED's services always refers to services performed in its offices. In the case of services performed outside its offices, the rates shall be increased by 10% and calculated from the time of leaving BELIGHTED's offices until the time of return to the same offices, excluding travel costs, any parking and accommodation costs and any other expenses justified by the work.

Intellectual property

BELIGHTED specialises in the design and development of web and/or mobile platforms and software, as well as the modification and adaptation of existing platforms and software. Copyright and any other intellectual property rights in any design, development and/or transformation of such platforms or software by BELIGHTED or any subcontractors employed by it are and remain the property of BELIGHTED, whatever the state of progress of the work commissioned from BELIGHTED by the client, even after completion of the work and payment by the client. BELIGHTED shall, if the CLIENT has fulfilled all its obligations to BELIGHTED, grant the CLIENT a non-exclusive and non-transferrable personal licence for use of the product developed by BELIGHTED.

By way of derogation from the preceding paragraph, at the end of the project and after full payment by the CLIENT, the parties may agree that the intellectual property rights with regard to the creation are transferred to the CLIENT. This includes all rights that are legally transferable, including economic rights. Such an agreement must always be confirmed in writing.

BELIGHTED may already have used and retained the right to use its own products and all their components (codes, etc.) in applications other than those of the CLIENT. The CLIENT declares that it is the owner and/or holder of sufficient rights to authorise BELIGHTED to use, in the latter's developments, the text and audiovisual content that it shall give BELIGHTED for reproduction or modification purposes. Any damage resulting from non-compliance with this clause will be borne by the CLIENT, including damages resulting from a violation of the intellectual property rights of third parties.

Liability with respect to third party software

BELIGHTED shall have no liability with respect to free software and/or that developed by other developers, nor does it undertake to have available personnel capable of working on such software. BELIGHTED's obligations shall be limited to transmitting to the client the notifications, instructions or documentation provided by the developer, publisher or distributor of the product supplied.

Client training

The sale and delivery of products and services does not impose any obligation on BELIGHTED to train the client in the use of the product supplied. Unless provided otherwise, any training of the client or its staff shall in all cases be invoiced in addition.

Guarantees

Apart from the guarantees provided by BELIGHTED in respect of its services, which are specified in the individual agreements, the client is aware that the only guarantees in respect of the software are those provided by the software developers and publishers. Any loss of data by the client shall never be covered by any form of guarantee.

Only modifications and work performed by us or on our behalf are guaranteed by us for the period specified in the individual agreements or, if not specified, until the end of such agreements. The client releases BELIGHTED from any liability for any damage of whatsoever nature, direct or indirect, tangible or intangible, loss of profit, loss of data, etc., associated with the design, functionalities, installation and use of the software and internet platform supplied, sold or made available. BELIGHTED shall, however, make every effort (best endeavours obligation) to try to find a solution to any problems that the client might encounter in the use of the software and websites in question.

In all cases where BELIGHTED's liability is to be claimed and established, it can only be held liable in the event of gross negligence. In this case, BELIGHTED's total liability, by express agreement, cannot exceed 10% of the amount invoiced for the software or service giving rise to the claim for damages. In no case shall BELIGHTED be held liable for consequential losses that do not result directly and exclusively from a failure of the service provided by BELIGHTED, such as commercial loss, loss of orders or profit, damage to brand image, etc.

Payment terms

Our prices are in EUROS, excluding taxes, and include only the work, services and supplies expressly specified or described in the order accepted, to the exclusion of any other work, services and supplies.

The price estimate quoted in our offer or estimate may vary depending on any modifications/adaptations requested by the client during the development work and depending on any additional modules required for optimum functioning of the application in question.

Unless expressly provided otherwise, our invoices are payable net and without discount to the company's offices within fifteen dates of the invoice date. The issuing of bills of exchange shall not be accepted in satisfaction of the debt. Advance payment invoices are payable immediately in full.

Any failure to pay on the due date, protest, request for suspension of payment or any other fact indicating the client's potential insolvency shall automatically lead to forfeiture of any term granted for payment of any service, supplied or in progress, and shall make such payments due immediately. Such circumstances shall automatically give us the right either to terminate current agreements or to hold back the services ordered, without the need for any formality other than notification by registered letter and without this giving rise to any claim for damages whatsoever on the part of the client.

In the event of incorrect termination of the agreement by the client, or by BELIGHTED due to the client's fault, the latter shall owe BELIGHTED the full amount that would have been due if the agreement had been completed.

A non-returnable lump sum penalty of 10% of the outstanding balance, subject to a minimum of €250, shall automatically be added to all amounts not paid by the due date, without the need for prior notice and without prejudice to any other damages and/or interest, together with interest on arrears at the rate specified in the law of 02/08/2002 concerning the prevention of payment arrears in commercial transactions. Any part payments shall be assigned first to expenses and indemnities, then to accrued interest and finally to the capital, in accordance with Article 1254 of the Civil Code, notwithstanding any deduction and interim assignment previously notified.

Deadlines

Our delivery and performance deadlines are provided in good faith but are for information purposes only and not a firm commitment. They only start to run from the date of the express agreement of the CLIENT on the contract and after all information necessary for the execution of the contract has been made available to us by THE CLIENT. The performance or delivery deadlines are suspended by any unforeseen circumstances or force majeure, which includes all circumstances beyond our control and not resulting from a fault on our part, which could terminate, suspend or interrupt the execution of a contract or delivery. In particular, periods of leave and additional requests from the CLIENT can extend the deadline. We may, if necessary, extend the time of execution or delivery in case of late payment by the CLIENT. If, after signature of the order or of a specific contract, the execution of additional works or modifications is requested, the deadlines initially planned will be null and void. If changing the deadline involves additional costs, these costs will be charged to the CLIENT.

The CLIENT undertakes to make every effort to enable BELIGHTED to perform its services within the agreed deadlines. In particular, the CLIENT will ensure that BELIGHTED has regular access to its facilities, servers, etc. when necessary, to install hardware and software, or to perform interventions / maintenance on scheduled dates. The CLIENT will provide BELIGHTED with a single point of contact (POC), available and reactive, with powers to validate or reject the services provided by BELIGHTED within the deadlines and via the agreed tools. In the event of an obstruction of BELIGHTED's services by the CLIENT, and after notice to the CLIENT remains unresolved within eight (8) days, BELIGHTED is entitled to claim the immediate payment of the services already performed and, in addition, the CLIENT shall be liable to BELIGHTED a fixed compensation of € 500 per day, without prejudice to BELIGHTED's right to prove the damages actually suffered, if they are greater.

Claims

Without prejudice to the provisions of the specific contracts, any claims must be communicated to us by registered letter within eight (8) days of receipt of the products / services.

The use of part of the products/services supplied shall also automatically be construed as acceptance of the entire product/service. Defects in part of the delivery do not entitle the CLIENT to refuse the entire product. Without prejudice to the provisions of Article 4, any supplies, merchandise or creations shall remain our property until full payment of the agreed price and any amount due under current contracts.

Termination of the contract

BELIGHTED reserves the right to terminate the contract with THE CLIENT, or to terminate its services related to the CLIENT's project at any time, after providing a prior written warning, when the CLIENT commits a fault or fails to comply with any of its obligations as provided in this contract and / or in the particular contracts. This does not entail any responsibility of BELIGHTED in this regard and does not give rise to any refund or compensation.

The causes for terminating the contract by BELIGHTED include but are not limited to:

- non-payment of an invoice in a timely manner;
- giving false information about the CLIENT or its potential partners;
- any act committed by the CLIENT that is dishonest, fraudulent and / or contrary to the law;
- any act committed by the CLIENT that constitutes fraud or a major fault.

Non-solicitation

Each of the PARTIES waives its right to, without the prior written agreement of the other PARTY, make direct or indirect offers of engagement to a collaborator, member of the personnel or agent of the other PARTY or to let such a person work for him under whatever legal status, nor to have such a person perform labour that is not the subject of a contract between the Client and BELIGHTED, for the duration of the contract and for a period of twelve (12) months after the end of the contract.

In the event that one of the PARTIES does not respect this obligation, the failing PARTY will be liable to the other PARTY for a compensation equal to twelve (12) months of the last gross salary received by the employee concerned, or, when appropriate, twelve (12) times the amount of the monthly income of the agent concerned.

The same compensation is due by the failing PARTY in the event that it has reached the same result in any other way whatsoever with the intention of circumventing this prohibition.

THE CLIENT shall refrain from disclosing to a competitor of BELIGHTED any internal information relating to the operation of BELIGHTED of which THE CLIENT is aware because of the existence of this contract.

THE CLIENT is, however, free to disclose to a competitor of BELIGHTED the content of technical and functional exchanges between THE CLIENT and BELIGHTED, in order to audit the work done by BELIGHTED and to seek a replacement.

Confidentiality

Within the meaning of this article, the term "Confidential Information" includes any information or data, whatever its nature and form (written or oral, including any written or printed documents, disks, diskettes, tapes, samples, models, and more generally, all modes and forms likely to be adopted), which will be transmitted by one PARTY to another and designated as "Confidential Information" by the PARTY which will transmit them by placing on their support a stamp or a formula or by establishment and delivery or dispatch of a written notification to that effect, or, when they are transmitted orally, of which the character of "Confidential Information" has been brought, at the time of their transmission, to the knowledge of the PARTY who will receive them, and confirmed in writing as soon as possible (within thirty (30) days of the transmission at the latest, it being understood, that during this period, the information or data transmitted orally shall be deemed to have the character of "Confidential Information").

Each of the PARTIES undertakes that, for a period of ten (10) years from the conclusion of this contract, the "Confidential Information" received from the other PARTY:

- shall be kept strictly confidential and protected as such;
- shall only be transmitted internally and only to the members of its staff who have to know them for the purpose of the contract;
- shall only be used in this context and for these purposes;
- and shall only be copied, in any way, totally or partially, with the prior written consent of the other PARTY.

No PARTY will be subject to any obligation regarding the "Confidential Information" it has received from the counterparty, if the PARTY successfully proves:

- the information has fallen into the public domain before or after transmission, but in the latter case, in the absence of any fault attributable to the PARTY who claims the information is no longer confidential;
- he already knew the information before its transmission;
- he received the information from a third party in a lawful manner, without restriction, and without violation of this Agreement
- the information has been published without violation of this Agreement;
- they are the result of internal developments undertaken in good faith by members of its staff who did not have access to these "Confidential Information"; or
- the use and transmission of the information has been authorized in writing and without any restriction by the other PARTY.

Force majeure

If BELIGHTED is prevented from complying with its obligations, in whole or in part, towards the Client due to unforeseen circumstances beyond its control, then there is a matter of force majeure. In such a case, BELIGHTED is not obliged to fulfil its obligations towards the Client. BELIGHTED is entitled to suspend its obligations for the duration of the force majeure.

Applicable law / competent court

This agreement is subject to Belgian law. The parties agree that, except in the case of an unpaid invoice that is undisputed, any dispute or disagreement relating to this agreement or arising from its interpretation or application shall be subject to mediation, without prejudice to any interim measures. For this purpose, the parties to this agreement undertake to take part in at least one mediation meeting attended by a representative with the authority to take decisions. The approved mediator shall be selected by the parties from among the mediators approved by the SPF Justice (Belgian Federal Justice Department). In the absence of amicable agreement and with respect to anything outstanding, all disputes relating to the execution or interpretation of this agreement shall be subject to the exclusive jurisdiction of the courts of the judicial district of Brabant Wallon.