

GENERAL TERMS AND CONDITIONS
(IT Partner)

Please read these terms and conditions carefully. All agreements that COGETIX may enter into from time to time for the provision of COGETIX's services shall be governed by these terms and conditions.

1. DEFINITIONS:

'Agreement' means the underlying Terms and Conditions together with the Order Form and/or any additional Order Forms, and schedules specifically referring to these underlying Terms and Conditions and/or an Order Form;

'Customer' means can be any natural person or legal entity that enters into a contractual relationship with COGETIX within the framework of its, his or her professional, commercial or craftsmanship related activities specified in the Order Form;

'Customer Data' means the data provided by Customer to COGETIX such as, but not limited to, passwords and access codes which are necessary to connect with the network, VPN, or software systems;

'Customer Personal Data' means any Personal Data that is processed by COGETIX on behalf of the Customer in relation to the Agreement;

'Data Protection Laws' means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Customer Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

'Effective Date' means the date of execution of the Agreement;

'Force Majeure Event' means an event, or series of related events, that is outside the reasonable control of the Party affected (including; but not limited to, limitation strikes, lock-outs or other industrial dies (whether involving the workforce of COGETIX or any other party), failure of a utility service, of the internet, satellite connections and/or any other public telecommunications network, failure of transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors);

'Intellectual Property Rights' means all patent rights, trademarks, design and models, copyrights, rights in databases, proprietary rights in know-how, including trade secrets and other confidential information, and any other form of legally protectable intellectual or industrial property rights under any jurisdiction whatsoever;

'Order Form' means the document which contains the specific conditions. The Order Form shall form an integral part of the Agreement. Additional assignments may be subject to the signing of an additional Order Form;

'Party/Parties' means Customer and/or COGETIX;

'Personal Data' has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

'Products' means any products that COGETIX supplies or agrees in writing to supply to the Customer from time to time – subject to the signing of an (additional) Order Form;

'Related Services' means any additional services related to the Agreement as set out in the Order Form (or an additional Order Form) which may be subject to additional terms and conditions. These Related Services may, amongst others, include custom software development and other professional services.

'Services' means any services that COGETIX provides to the Customer, or has an obligation to provide to the Customer, under these Terms and Conditions;

'Supported Hardware' means any hardware owned by or leased to the Customer and used in the course of the business of the Customer from time to time – subject to the signing of an (additional) Order Form;

'Support Services' means the support services specified in the Order Form;

'Supported Software' means any software owned by or licensed to the Customer and used in the course of the business of the Customer from time to time - subject to the signing of an (additional) Order Form;

'Term' means the term of the Agreement in accordance with clause 3;

'Terms and Conditions' means the main body of these Terms and Conditions;

'Third Party Software' means standard software applications the rights in which are owned by one or more third parties that COGETIX agrees to supply to the Customer under an Order Form;

'Third Party Software Licence' means the Third Party Software Vendor's standard licensing terms for the Third Party Software from time to time; and

'Third Party Software Vendor' means a third party that has granted to COGETIX the right to distribute the Third Party Software and resell licences for the Third Party Software.

2. APPLICABILITY - PROVISION OF THE SERVICES

- 2.1 The Terms and Conditions are applicable to all offers of COGETIX, in the form of an Order Form or otherwise, orally or in writing, concerning the delivery of Services and/or Products to customers. The Customer acknowledges to be informed of and to have accepted these Terms and Conditions.
- 2.2 These Terms and Conditions exclude the application of any general or specific terms and conditions of the Customer.
- 2.3 COGETIX is only bound by its acceptance of the Order Form of the Customer.
- 2.4 Where a delivery date is indicated in the Order Form, this is only indicative and without engagement to COGETIX. COGETIX will make best efforts to respect such delivery date.
- 2.5 Where the Customer is requested to provide COGETIX with information, specifications, purchase orders and/or any invoice data required for the internal acceptance procedure of the Customer or instructions for permitting the execution of the Agreement, the Customer will provide such information in a timely manner and with sufficient detail, accuracy and completeness as reasonably required by COGETIX. If this information is not provided at

the time of signing of the Order Form, COGETIX will be entitled to postpone the delivery of Services and/or Products until the required information is provided.

- 2.6 Subject to Customer's compliance with the Terms and Conditions, COGETIX shall provide to Customer Services and/or Products. In addition - and subject to the signing of an additional Order Form - the Parties may agree that COGETIX will perform Related Services.
- 2.7 COGETIX shall perform the Services in a professional manner, using all reasonable skill and care. The Services shall be performed by an appropriate number of suitable, qualified and experienced personnel.

3. TERM

- 3.1 Unless otherwise agreed between the Parties in the Order Form, this Agreement is made and entered into for an initial term of twelve (12) months as from the signing of the Order Form (the 'Initial Term').
- 3.2 Unless otherwise agreed between the Parties in the Order Form, the Initial Term shall automatically extend for consecutive periods of twelve (12) months (each consecutive period being an 'Extended Term') at the end of the Initial Term and at the end of each Extended Term, unless either Party gives written notice to the other Party, no later than three (3) months before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be.

4. MAINTENANCE AND SUPPORT SERVICES

- 4.1 COGETIX shall provide the Support Services, as agreed upon in the Order Form, during the Term.
- 4.2 COGETIX may suspend the provision of the Support Services if any amount due to be paid by the Customer to COGETIX under the Agreement is overdue, and COGETIX has given to the Customer at least 30 days' written notice, following the amount becoming overdue, of its intention to suspend the Support Services on this basis.

5. DELIVERY OF PRODUCTS

- 5.1 COGETIX shall supply the Products to the Customer, as specified in the relevant Order Form, subject to the provisions of these Terms and Conditions.
- 5.2 Unless the Parties agree otherwise in writing:
- (a) the Products will be delivered by COGETIX or a person acting on behalf of COGETIX to the premises of the Customer;
 - (b) risk in the Products shall pass from COGETIX to the Customer upon delivery of the Products by COGETIX; and
 - (c) legal title to the Products will pass from COGETIX to the Customer upon receipt by COGETIX of all amounts due from the Customer under the Agreement.
- 5.3 The Customer acknowledges that the Products provided by COGETIX are subject to warranty limitations of the original manufacturer of the Products.
- 5.4 The Customer shall promptly inspect all Products for visible defects and shortages. The Customer shall notify COGETIX in writing of any visible defects within 7 (seven) working days of receipt of the Products.

- 5.5 Complaints related to hidden defects in the Products must be notified in writing to COGETIX immediately after the discovery thereof. The complaint must be accurately explained and detailed.
- 5.6 Complaints concerning Products that have been altered after delivery, by the Customer or a third party, will be disregarded.
- 5.7 Filing a complaint regarding a Product does not suspend the payment obligations of the Customer.
- 5.8 If the Products of COGETIX are defective, the Customer will be entitled to have the concerning Products repaired, replaced or reimbursed, at COGETIX's discretion, without any form of compensation of damages.
- 5.9 The unconditional acceptance of the Products by the Customer will result from:
- (a) the complete payment of the invoice; or
 - (b) the reception of the invoice without objection in accordance with this clause 5.
- 5.10 The Customer shall enable COGETIX to investigate the complaint and shall therefore cooperate in this respect.
- 5.11 COGETIX may be subject to the exceptions, exonerations and warranty limitations of the manufacturer of the Products and the Customer agrees that any such exceptions, exonerations and warranty limitations may be invoked directly towards the Customer by COGETIX.

6. THIRD PARTY SOFTWARE SUPPLY

- 6.1 COGETIX shall supply the Third Party Software to the Customer as specified in the relevant Order Form; providing that if there is no means specified, the Third Party Software shall be supplied by digital download, and if there is no timetable specified, the Third Party Software shall be supplied promptly following the date of Order Form.
- 6.2 Unless the Parties expressly agree otherwise, the Third Party Software shall be supplied in executable form only.
- 6.3 COGETIX shall ensure that a copy of the Third Party Software Licence is supplied or otherwise made available to the Customer, whether by means of the Third Party Software Vendor's website or otherwise.
- 6.4 The Customer shall be responsible for ensuring that the Customer's use of the Third Party Software is properly licensed.
- 6.5 The Customer's rights to use the Third Party Software and the restrictions on the Customer's use of the Third Party Software, shall be as set out in the Third Party Software Licence.
- 6.6 The Customer must abide by the terms of the Third Party Software Licence and ensure that all persons using the Third Party Software supplied by COGETIX to the Customer abide by the terms of the Third Party Software Licence.
- 6.7 COGETIX acknowledges that the Third Party Software Licence creates rights and obligations between the Customer and the Third Party Software Vendor, and that COGETIX is not a party to the Third Party Software Licence.

7. CUSTOMER OBLIGATIONS

7.1 Unless agreed otherwise in writing, the Customer must provide to COGETIX, or procure for COGETIX, such:

- (a) co-operation, support and advice;
- (b) information and documentation; and
- (c) governmental, legal and regulatory licences, consents and permits,

as are reasonably necessary to enable COGETIX to perform its obligations under the Agreement.

7.2 Furthermore, the Customer will:

- (a) permit COGETIX, its employees and contractors with full and free access to the premises of the Customer in order to allow COGETIX to provide the Services under this Agreement;
- (b) take any steps reasonably necessary to ensure the safety of COGETIX's personnel when attending the premises of COGETIX;
- (c) provide reasonable support to COGETIX and ensure that a qualified employee is available for support at the premises of the Customer;
- (d) make correct use of the Products and Services, as provided by COGETIX;
- (e) perform regular backups of its systems in order to avoid loss of Customer Data and deploy technical measures, such as virus scans, in order to protect its IT environment from viruses, trojan horses, etc.
- (f) be responsible for procuring and maintaining its internet connections and telecommunication links from its systems to COGETIX. Customer understands that a failure to procure and maintain the internet connection may have an impact on the performance and reliability of the Services.

COGETIX shall not be liability for damages resulting from a failure of Customer to comply with these obligations.

8. FEES AND PAYMENT

8.1 Unless otherwise agreed between the Parties, the fees for the Services and the Products are set out in the Order Form (or an additional Order Form).

8.2 The fees shall be exclusive of all cost and expenses.

8.3 In respect of the Services, COGETIX shall be entitled to charge Customer for travel expenses and reasonable out of pocket costs as specified in the Order Form. Upon request of Customer, COGETIX shall provide sufficient proof of such travel expenses and reasonable out of pocket costs.

8.4 COGETIX will invoice the Customer in accordance with the payment provisions specified in the relevant Order Form. If no other payment provisions are agreed upon in the Order Form, invoices will be sent to the Customer on a monthly basis.

8.5 Unless agreed otherwise in writing, Third Party Licence fees shall be subject to an upfront annual payment, due within thirty (30) days of receipt of an invoice from COGETIX. The

Customer acknowledges and explicitly agrees that such Third Party Licence fees are non-refundable.

8.6 Invoices will be paid by the Customer to COGETIX within 30 (thirty) days from the date of receipt of the invoice, only by means of a bank transfer in EURO/or in the currency as agreed upon in the relevant Order Form.

8.7 COGETIX shall be entitled to annually index the Services fees in January based on the following formula:

$$P1 = P0 (0,2 + 0,8S1/S0)$$

Whereby:

P1 = the adjusted price;

P0 = the price in year n-1;

S1 = the Agoria index for wages of the month December preceding year n;

S0 = the Agoria index for wages of the month December preceding year n-1;

Year n = the contractual year for which the price adjustment will be applicable;

Year n-1 = the contract year preceding year n.

8.8 Absence of a written contest of an invoice within ten (10) working days of its dispatch will imply the irrevocable acceptance of that invoice and the therein mentioned Services and Products.

8.9 If Customer fails to make any payment due to COGETIX under this Agreement by the due date for payment, then COGETIX shall automatically and without reminder be entitled to a conventional late payment interest fee equal to the interest rate stipulated in the Belgian late payment act (*'Wet Betalingsachterstand'*) and may charge a fixed amount of damages equal to 15% of the unpaid and due amount.

8.10 Customer is not entitled to settle or suspend any payment.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights (i) held by a Party on the effective date of the Agreement, or (ii) gained by said Party during the Agreement, shall remain the sole and exclusive property of that Party, and the other Party shall have no right or license to use any such Intellectual Property Rights for any purpose other than the operation of the Services as defined in the Order Form.

9.2 The Agreement between COGETIX and the Customer cannot affect, nor (directly or indirectly) result in a transfer of the Intellectual Property Rights on the know-how, software, tools and methodology or any other Intellectual Property Rights used in the framework of the Agreement from COGETIX to the Customer, unless agreed otherwise in writing.

9.3 The Customer expressly acknowledges that COGETIX can never be denied the right to use for other projects and purposes any COGETIX software, tools, methodology, experience or know-how.

9.4 To the extent that the Services contain custom software that has been specifically developed by COGETIX for the Customer, such elements will be defined in the relevant Order Form and COGETIX grants to the Customer a perpetual, exclusive, transferable license to operate the custom software and related documentation provided by COGETIX within the scope and purpose as defined in the relevant Order Form.

10. CONFIDENTIALITY

- 10.1 Each Party (the 'Receiving Party') understands that the other Party (the 'Disclosing Party') has disclosed or may disclose confidential and/or proprietary materials relating to the Disclosing Party's business (hereinafter referred to as 'Confidential Information' of the Disclosing Party). Such information includes, without limitation, information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, and/or which the Receiving Party knows or reasonably should know the Disclosing Party considers confidential or proprietary.
- 10.2 The term 'Confidential Information' does not include any information that: (a) is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party in breach of this clause), (b) was available to the Receiving Party on a non- confidential basis before disclosure by the Disclosing Party, (c) was, is or becomes, available to the Receiving Party on a non- confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party, (d) was known to the Receiving Party before the information was disclosed to it by the Disclosing Party, (e) the Parties agree in writing is not confidential or may be disclosed; or (f) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 10.3 A Party may disclose the Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of the disclosure as possible.
- 10.4 Each Party hereby undertakes to:
- (a) keep the Confidential Information secret and not disclose it, in whole or in part, to any person other than (i) with the prior written consent of the Disclosing Party or (ii) its employees, directors, subcontractors and consultants who have a direct need to know such Confidential Information for the sole purposes complying with its obligations under this Agreement. The Receiving Party shall ensure that these persons are bound by confidentiality obligations which are not less stringent than those set out in this Agreement;
 - (b) to use the Confidential Information solely for in relation to this Agreement and to refrain from using such Confidential Information in any manner which could prejudice the Disclosing Party; and
 - (c) to use the same degree of care and means that it utilizes to protect its own information of a similar nature, but in any event not less than reasonable care and means, to ensure the confidentiality of such Confidential Information and avoid a third party to use or have access to the Confidential Information.
- 10.5 Notwithstanding anything else in this Agreement, COGETIX shall have the right to collect and analyse data and other information relating to the use and performance of various aspects of the Services and/or Products and related systems and technologies, included but not limited to Customer Data. COGETIX will be free to (a) use such information and data during and after the Term hereof to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other COGETIX offerings, and (b) disclose such data in aggregate provided that such information does not directly or indirectly identify Customer's Confidential Information or Customer Data.

10.6 The provision of this clause 10 shall survive the expiration or termination of this Agreement for a period of five (5) years.

11. CUSTOMER DATA

11.1 In order to provide the Services, Customer will need to provide COGETIX with Customer Data via the agreed channels at the agreed times and with the agreed frequency.

11.2 Customer ensures it has full ownership of the Customer Data and/or has sufficient licences to use the Customer Data for the purposes of this Agreement. Customer grants all such rights and permissions in or related to Customer Data as are necessary or useful for COGETIX to perform its obligations under this Agreement.

11.3 Customer shall be responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the Customer Data.

11.4 COGETIX will protect any Customer Data as Confidential Information in accordance with the confidentiality provisions of this Agreement and with standards no less rigorous than COGETIX uses to preserve its own Confidential Information.

12. DATA PROTECTION

12.1 Each Party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data.

12.2 The Customer warrants to COGETIX that it has the right to disclose all Personal Data that it does in fact disclose to COGETIX under or in connection with the Agreement.

12.3 The Customer shall only supply to COGETIX, and COGETIX shall only process, in each case under or in relation to the Agreement, the Personal Data of data subjects falling within the categories specified in Paragraph 1 of Schedule 1 (Data processing information) and of the types specified in Paragraph 2 of Schedule 1 (Data processing information); and COGETIX shall only process the Customer Personal Data for the purposes specified in Paragraph 3 of Schedule 1 (Data processing information).

12.4 COGETIX shall only process the Customer Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this clause 12.

12.5 COGETIX shall only process the Customer Personal Data on the documented instructions of the Customer as set out in the Agreement or any other document agreed by the Parties in writing.

12.6 Notwithstanding any other provision of these Terms and Conditions, COGETIX may process the Customer Personal Data if and to the extent that COGETIX is required to do so by applicable law. In such a case, COGETIX shall inform the Customer of the legal requirement before processing, unless that law prohibits such information.

12.7 COGETIX shall ensure that persons authorised to process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

12.8 COGETIX and the Customer shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Customer Personal Data.

12.9 COGETIX is hereby authorised by the Customer, as of the Effective Date, to engage those third parties identified in, or falling within the processor categories specified in Paragraph 4 of Schedule 1 (Data processing information) to process the Customer Personal Data. COGETIX shall inform the Customer at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Customer

objects to any such changes before their implementation, then the Customer may terminate the Agreement on 7 days' written notice to COGETIX. COGETIX shall ensure that each third party processor is subject to equivalent legal obligations as those imposed on COGETIX by this clause 12.

- 12.10 COGETIX shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 12.11 COGETIX shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of Personal Data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 12.12 COGETIX shall make available to the Customer all information necessary to demonstrate the compliance of COGETIX with its obligations under this clause 12 and the Data Protection Laws.
- 12.13 COGETIX shall, at the choice of the Customer, delete or return all of the Customer Personal Data to the Customer after the provision of the Services relating to the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.
- 12.14 COGETIX shall allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer in respect of the compliance of COGETIX's processing of Customer Personal Data with the Data Protection Laws and this clause 12.
- 12.15 COGETIX may charge the Customer at its standard time-based charging fees for any work performed by COGETIX at the request of the Customer pursuant to this clause 12.
- 12.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the Parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

13. LIABILITY

- 13.1 The liability which COGETIX may incur in relation with this Agreement derives from a reasonable effort obligation (*inspanningsverbintenis / obligation de moyen*) and Customer will have to provide proper proof of such liability. Given the nature of the Services, Customer recognises and accepts that it is impossible to ensure that the Services will be free from flaws or errors.
- 13.2 Neither Party can limit its liability (i) for wilful misconduct or fraud, (ii) for death or personal injury, or (iii) which cannot be excluded or limited under applicable law.
- 13.3 Subject to clause 13.2, COGETIX shall only be liable for direct damages. COGETIX's total aggregated liability arising out of or in connection with this Agreement is limited per contract year to one hundred per cent (100 %) of the aggregated fees paid and payable under the relevant Order Form during such contract year (or an estimate thereof based on the fees during the month preceding the first claim multiplied by twelve (12) for claims arising during the first contract year).

- 13.4 Subject to clause 13.2, neither Party shall be liable for indirect damages, such as, but not limited to loss of profits, losses of goodwill, loss of revenue, loss of anticipated savings, loss or corruption of data, loss of chances.

14. TERMINATION/SUSPENSION

- 14.1 Without prejudice to that Party's right to claim for damages, each Party shall have the right to immediately terminate this Agreement by operation of law upon giving written notice to the other Party:

- (a) if the non-terminating Party commits a material breach of the Agreement and has failed to cure such breach within thirty (30) days following a request in writing from the notifying Party to do so;
- (b) if the other Party files a petition in bankruptcy, has an involuntary petition on bankruptcy filed against him which is not challenged in thirty (30) days, becomes insolvent or has a significant portion of its assets attached.

- 14.2 In addition to the above, upon giving written notice, COGETIX is entitled to terminate the agreement by operation of law without cost and/or liability in the event of any fees not being paid for two (2) months after being due.

- 14.3 COGETIX may suspend the Services (and/or any part thereof) in the event of:

- (a) any fees not being paid for forty five (45) days after being due;
- (b) Customer's use of the Services and/or the Products in violation of this Agreement;
- (c) COGETIX being entitled hereunder to terminate the Agreement for cause, or as otherwise set out in this Agreement.

15. CONSEQUENCES OF TERMINATION/EXPIRATION

- 15.1 Expiration or termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

- 15.2 On expiration or termination of this Agreement, for any reason, and unless otherwise agreed between the Parties Customer shall immediately pay any outstanding amounts (including those not yet invoiced, which will be invoiced at such time and become immediately due and payable) to COGETIX pursuant to this Agreement.

16. FORCE MAJEURE

- 16.1 If a Force Majeure Event gives rise to a failure or delay in either Party performing any obligation under this Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.

- 16.2 A Party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that Party performing any obligation under this Agreement, must: (a) promptly notify the other Party; and (b) inform the other Party of the period for which it is estimated that such failure or delay will continue.

- 16.3 A Party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

17. MISCELLANEOUS

- 17.1 **Entire Agreement** - This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter that are still in force between the Parties.
- 17.2 **Notices** – Any notices given under this Agreement will be sent by registered mail to the Party to be notified at its address set out in the Order Form.
- 17.3 **Order of precedence** – in the event of a conflict between the provisions of the underlying Terms and Conditions, the schedules and the provisions of the Order Form, the provisions of the Order Form will prevail.
- 17.4 **Subcontracting** – COGETIX is entitled to use subcontractors for the performance of its obligations under this Agreement.
- 17.5 **Survival of obligations** - All provisions of the Agreement which are expressly marked to survive the termination or expiration of the Agreement, as well as all provisions of the Agreement which aim to enforce or execute the Agreement after the termination or expiration of the Agreement, including without limitation accrued rights to payment, use restrictions, confidentiality obligations and limitations of liability shall survive the Agreement and remain in full force.
- 17.6 **Public announcements** - Neither Party shall issue or release any statement or other marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks or other indicia of source without the prior written consent of the other Party, provided, however, that COGETIX may include Customer's name and/or logo in its lists of current and/or former customers in promotional and marketing materials.
- 17.7 **Non-solicitation** – During the Term of the Agreement and for a period of one year after the termination or expiration of this Agreement, the Customer shall not (directly or indirectly) recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any employee or independent contractor working for COGETIX. In case of breach of the provisions of this article 17.7 by the Customer, the Customer shall pay to COGETIX damages equal to a lump sum of EUR 50.000 EUR (fifty thousand euros), without prejudice to COGETIX' right to claim additional damages if it can establish that it has incurred a prejudice exceeding the above amounts.
- 17.8 **No assignment** – Customer may not assign this Agreement in whole or in part without the prior written consent of COGETIX.
- 17.9 **No waiver** – Any failure of either Party to insist upon or enforce performance by the other Party of any of the provision of this Agreement will not be interpreted or construed as a waiver of such Party's right to assert on or rely upon such provision, right or remedy in that or any other instance.
- 17.10 **Severability** – Whenever possible, the provisions of this Agreement shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions of this Agreement are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of such provision and of this Agreement shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such event, the Parties shall amend the invalid, illegal or unenforceable provision(s) or any part thereof and/or agree on a new provision, in such a way as to reflect insofar as possible the purpose of the invalid, illegal or unenforceable provision(s).

17.11 **Relationship between the Parties** – COGETIX is entirely free and independent in performing the Services and providing the Products. There is no hierarchical relationship between COGETIX (or employees, agents or subcontractors) and Customer. Nothing in this Agreement shall be construed as a creation of partnership, joint venture, agency or otherwise between the Parties. Neither Party has the right to enter into an agreement in name of the other Party.

18. APPLICABLE LAW AND JURISDICTION

18.1 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Belgium.

18.2 Each Party irrevocably agrees that the courts of Antwerp (section Antwerp) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation which cannot be settled in an amicable way.
