

## 1. GENERAL TERMS AND CONDITIONS KASSANDRA

### 1. Definitions

1.1 In present General Terms and Conditions of Cassandra (hereinafter: General Terms and Conditions), the following terms (both singular and plural) shall have the following definition:

- **Equipment:** all equipment, components, materials and documentation to be supplied or supplied on behalf of Cassandra or its suppliers(s);
- **Dealer:** a vendor or distributor of Goods purchased from Cassandra, and approved in writing by Cassandra, all subject to the Dealer's name and for the Dealer's account and risk;
- **Services:** all services made or to be made available in any way, and activities undertaken or to be undertaken, of whatever nature, by or on behalf of Cassandra;
- **Defects:** specific defects in Goods which means that those Goods do not comply with the relevant functional specifications agreed in writing between the Parties. Such defects shall only be considered to be present if they can be demonstrated and/or reproduced and if the Customer has notified those defects immediately, in detail and in writing, to Cassandra;
- **Kassandra:** every (subsidiary) company that in any way forms part of the group known as Cassandra NV., that wishes to enter into, enters into and/or has entered into any legal relationship with the Customer;
- **Kassandra Equipment:** specific Equipment developed by or on behalf of Cassandra;
- **Kassandra Software:** specific Software developed by or on behalf of Cassandra;
- **Kassandra Goods:** specific Goods developed by or on behalf of Cassandra;
- **Customer:** every (legal) entity with which Cassandra wishes to enter into, enters into and/or has entered into a legal relationship;
- **Supplier:** every licensor, subcontractor and/or other supplier of Cassandra;
- **Offer:** all offers, presentations and/or estimates by Cassandra to the Customer in respect of Goods, Services and related subjects;
- **Order:** any request from the Customer to Cassandra for entering into an Agreement in respect of the delivery of Goods and/or Services;
- **Agreement:** any agreement and/or other legal relationship between the Parties in respect of the delivery of Goods and/or Services and related subjects;
- **Parties, Party respectively:** Customer and/or Cassandra NV;
- **Software:** computer software in object code, from Cassandra or its Suppliers, and specific documentation to be supplied or supplied by or on behalf of Cassandra NV;
- **Working day:** a calendar day between 9.00 a.m. and 5 p.m., except weekends and officially recognised national holidays applicable in the country of the delivering entity of Cassandra NV;

- **Goods:** the Equipment, Software, Cassandra Equipment and/or Cassandra Software.

## **2. General Terms and Conditions**

2.1. The General Terms and Conditions apply to all Offers, Orders and/or Agreements. The Parties expressly declare and recognise that no general terms and conditions of purchase, delivery or any other terms and conditions shall apply to the Offer, Order and/or Agreement, other than present General Terms and Conditions. Present General Terms and Conditions may only be deviated from following prior explicit permission from Cassandra and due written agreement between the Parties.

2.2. If one or more stipulations in present General Terms and Conditions is null and void or nullified, the remaining stipulations in present General Terms and Conditions shall remain fully in force and the Parties shall enter consultations with a view to agreeing on new stipulations to replace the null and void and/or nullified stipulation(s), whereby as far as possible, the purpose, the nature and the intention of the original stipulation(s) shall be taken into account.

2.3. Present General Terms and Conditions were drawn up in Dutch, English and possibly other foreign languages. The Dutch text is binding and shall prevail in the event of any discrepancy or difference between the Dutch text and other texts.

## **3. Agreement**

3.1. All Offers from Cassandra are non-binding and shall be considered merely an invitation to place an Order, all notwithstanding the extent to which in the Offer, a period of validity is expressly indicated. If no period of validity is indicated, the Offer shall be valid for fourteen (14) calendar days, after which the Offer shall ipso jure expire.

3.2. An Agreement shall only be established when and in as much as (i) Cassandra has expressly confirmed that Order or Agreement by post, fax, e-mail and/or other (electronic) means of communication on the market, or (ii) Cassandra undertakes action demonstrating that Cassandra has accepted the Order and/or recognises and/or is implementing the Agreement.

3.3. In the event of additional work, Cassandra will duly notify the Customer as quickly as possible, and inform the customer of the consequences thereof for prices, charges, specifications, planning and deadlines. Alterations and/or additions requested by the Customer to deliveries of Goods and/or Services agreed between the Parties shall only apply following written approval by Cassandra. The following shall be considered additional work: the alterations and/or additions that in the judgement of Cassandra result in the augmentation or extension of those deliveries. If Cassandra accepts the requested augmentation or extension, this additional work shall be separately charged to the Customer, even if a fixed price was previously agreed between the Parties.

3.4. Cassandra reserves the right to fully or partially outsource and/or transfer its rights and obligations from any Agreement. The Customer is not entitled to (fully or partially) cancel and/or dissolve, or to transfer an Agreement.

## **4. Delivery of goods**

4.1. Unless otherwise explicitly agreed in writing between the Parties, the delivery of Goods shall take place on a date to be further specified to the Customer by Cassandra, for a net amount determined by Cassandra, Cassandra is authorised to deliver Goods in part, and to demand (pre-)payment of each (part) delivery, unless otherwise explicitly agreed in writing, between the Parties.

4.2. Cassandra will pack the Goods for delivery according to the normal standards applicable at Cassandra. If the Customer demands a deviating or special packing method, the related additional costs shall be for the account of the Customer. The Customer will deal with the packaging (materials) for the delivered Goods that are removed (at his premises) in a manner that complies with the applicable regulations. The Customer shall indemnify Cassandra against claims from both the Customer and third parties due to non-compliance by the Customer with this and any other regulation.

4.3. Cassandra shall only accept returned Goods if and in as much as Cassandra has explicitly issued written permission in advance (by means of a so-called 'Return Material Authorisation' (RMA)) for the return of Goods by the Customer. The Customer must send the Goods to Cassandra, in accordance with the approval referred to hereinabove (RMA) and accompanied by a copy of the approval (RMA), for the account and risk of the customer, unless otherwise explicitly agreed in writing, between the Parties.

4.4. In as much as it is agreed explicitly in writing between the Parties that Goods shall be installed by or on behalf of Cassandra, Cassandra will install those Goods (or have them installed) within the framework of the Agreement and present General Terms and Conditions, and in accordance with the written specifications agreed between the Parties.

4.5. An acceptance test may only be agreed upon in writing. If an acceptance test is agreed upon between the Parties, the test period shall be ten (10) Working days following delivery or, if installation to be undertaken by or behalf of Cassandra is agreed upon in writing, following completion of that installation. During the test period, the Customer shall not be permitted to use the Goods for commercial or other operational purposes.

4.6. If in implementing the agreed acceptance test it emerges that the Goods contain Defects that hinder the progress of the acceptance test, the Customer shall duly notify Cassandra in detail, in writing, in which case the test period shall be interrupted until the Goods have been adapted in such a way that the hindrance is eradicated.

4.7. If in implementing an agreed acceptance test, it emerges that the Goods contain Defects, the Customer shall notify Cassandra of the Defects at the latest on the last day of the test period, by means of a written and detailed test report. Cassandra will to the best of its ability make every effort to repair the notified Defects within a reasonable period, whereby Cassandra is entitled to implement temporary solutions or problem-avoiding bypasses and/or restrictions in the Goods.

4.8. The Goods shall be considered as accepted between the Parties (i) if no acceptance test is agreed in writing between the Parties; upon delivery in the condition in which the Goods are to be found at that moment, or (ii) if installation to be carried out by or on behalf of Cassandra is agreed upon in writing, upon completion of the installation in the condition in which the Goods are to be found at that moment, or (iii) if an acceptance test has been agreed in writing between the Parties: on the first day following test period in the condition in which the Goods are to be found at that moment, or (iv) if Cassandra receives a test report as intended in article 4.7 before the end of the test period: at the moment that the Defects referred to in the test report have been corrected, without prejudice to the presence of shortcomings which according to article 4.9 will not prevent acceptance. Contrary to the above, if the Customer makes any commercial use (or use for other operational purposes) of the Goods before the moment of acceptance, the Goods will already be considered fully accepted from the start of that use, and in the condition in which they are to be found at that moment.

4.9. Acceptance of the Goods may not be withheld on other grounds than those relating to the specification(s) determined by Cassandra, and further not due to the existence of minor Defects, which shall be Defects that do not reasonably disrupt the commercial commissioning of the Goods, without prejudice to the obligation of

Kassandra to repair these minor Defects in the framework of the guarantee regulations contained in article 9, if applicable.

4.10. If the Parties have agreed that the delivery of the Goods will take place in phases and/or components will be delivered, tested and accepted, Kassandra is authorised to postpone delivery for the subsequent phase until the Customer has accepted delivery of the previous phase, in writing. The non-acceptance of a particular phase and/or component shall be without prejudice to possible acceptance of a previous phase and/or other component.

## **5. Transfer of Risk and Ownership**

5.1. From the moment at which the Goods are actually at the disposal of the Customer or an auxiliary person used by the Customer, including the moment of delivery by or on behalf of Kassandra as referred to in article 4,1 the delivered Goods shall be for the risk of the Customer.

5.2. The ownership (not being the intellectual ownership) of the delivered Goods shall only be transferred to the Customer following full payment by the Customer of all claims arising from the Agreement. For as long as Goods are still the property of Kassandra, (i) the Customer shall under no circumstances be entitled to sell, process, encumber, pledge, let out and/or otherwise issue in use the Goods, and (ii) the Customer is required to store (or have stored) the Goods with all necessary care, recognisably as the property of Kassandra. Kassandra shall at all times be entitled to take back possession of these Goods, wherever they may be located. Following repossession, the Customer shall be credited for the applicable market value of the Goods, at that moment, which value may under no circumstances be higher than the original price minus the damage(s) caused to the Goods by the Customer, the related depreciation costs and the accrued recovery costs.

## **6. Services**

6.1. If the Customer wishes to have specific Goods maintained by Kassandra, the Parties shall first settle, specify and record in an Agreement the (means of) delivery of those Services and related subjects. Goods subject to the conditions of the Agreement shall be specified in the Agreement, whereby for those Goods it shall also be recorded which specific Services have been agreed upon. Kassandra reserves the right to carry out an inspection before placing the above mentioned Goods in such an Agreement. Kassandra will implement the Services carefully, on the basis of the Goods and/or information to be provided by the Customer as expressed in that Agreement and in article 8.1 of present General Terms and Conditions. If the Customer has not entered into an Agreement with Kassandra concerning the maintenance services for the Goods, simultaneously with the establishment of the Agreement for the delivery of the Goods themselves, Kassandra cannot be required by the Customer, at a later stage, to enter into such a (maintenance) agreement

6.2. The agreed payments on the basis of the Agreement for maintenance Services shall apply for a period of twelve (12) months, starting on the commencement date of the Agreement and shall be invoiced in advance for each twelve (12) month period, unless explicitly otherwise agreed in writing between the Parties.

6.3. Unless expressly otherwise agreed in writing, the Agreement for maintenance Services shall have a minimum term of twelve (12) months starting on the commencement date of that Agreement. The Agreement shall be tacitly extended for a further twelve (12) months following expiry of the minimum term as intended in the previous sentence, except in the case of termination by one of the Parties by registered letter, which letter must be issued at least three (3) calendar months prior to the end date of the Agreement applicable at that moment.

## **7. Payment**

7.1. The Customer is required to make payment to Cassandra for the delivered Goods and/or Services and/or related users' rights, all in accordance with the stipulations contained in the Agreement and present General Terms and Conditions. Payments, prices and charges are expressed in euro (EUR) and are excluding VAT and other taxes and charges (which may be) imposed by government, unless otherwise stated in writing by Cassandra.

7.2. Cassandra reserves the right to charge additional costs, including administration, handling, packaging and/or transport costs.

7.3. Cassandra is entitled at all times to demand of the Customer that the Customer stands sufficient surety for compliance with its obligations in respect of Cassandra (for example: bank guarantees). If in such a case the Customer refuses to provide Cassandra with sufficient surety, Cassandra is entitled to dissolve and/or not enter into the Agreement in question, in which case the Customer is required to pay to Cassandra any lost profits and reasonable compensation for costs accrued.

7.4. Cassandra is entitled at all times to adjust the payments, prices and charges applicable at that moment, as specified in any Agreement, according to an increase in the related price-determining factors, including: wage costs, social charges, currency prices, purchase prices, etc.

7.5. Invoices from Cassandra are immediately demandable and must be paid in full within thirty (30) days following the invoice date by the Customer unless explicitly otherwise agreed in writing between the Parties. Payment shall take place without any set-off, discount and/or suspension.

7.6. If the Customer fails to pay a due amount within the payment period of thirty (30) days following invoice date of the invoice in question, (i) Cassandra shall be entitled to suspend implementation of any Agreement – without any further notice of default being required (aside from any other rights accruing to Cassandra) and Cassandra shall be entitled to charge for the account of the Customer any costs accruing as a consequence thereof, and (ii) the Customer – without any further notice of default being required – shall owe interest on the amount due of at least one and a half percent (1.5%) per month, or (if higher) the statutory commercial interest. If following notice of default the Customer remains in default in meeting the claim, in addition to the then due amounts, the Customer is also required to fully pay all extrajudicial (collection) costs.

## **8. Obligations upon the Customer**

8.1. The Customer undertakes, at all times, in an adequate manner, and in good time, to provide access, facilities, equipment, (licences to) software, (tools and) equipment and information (including technical and functional documentation and other information) which Cassandra logically needs for the correct implementation of any Agreement (and/or which could otherwise be useful), without charging any costs to Cassandra. The Customer will also provide all necessary and adequate assistance for the correct implementation of any Agreement and issue to Cassandra instructions (relating to safety and other relevant subjects) also without charging any costs to Cassandra.

8.2. If the Customer fails to comply (adequately) or in good time with the stipulations in article 8.1, Cassandra shall under all circumstances be entitled to suspend implementation of the Agreement in question, and Cassandra shall be entitled to charge any resultant costs according to the standard prices and charges applicable at that moment. The Customer shall indemnify Cassandra against claims from third parties who in connection with the implementation of any agreement suffer damages due to the actions or negligence of the Customer.

8.3. The Customer must maintain up-to-date reporting on the users' rights issued to the Customer for Goods, including also the numbers and types of user and/or processing unit for which the users' rights have been

awarded. At the written request of Cassandra, the Customer will immediately provide a copy to Cassandra of the report, updated to that moment.

8.4. Only the Customer is responsible for the information supplied by the Customer, the choice, the use, the security, the back-up actions and the application of Goods and/or Services delivered by Cassandra inside or outside the organisation of the customer, unless otherwise agreed in advance, in writing and unequivocally, between the Parties.

## **9. Obligations upon Cassandra**

9.1. For the delivery of Goods and/or Services, Cassandra shall make qualified persons available, and shall make every effort to implement the delivery of the Goods and Services to the best of its knowledge and ability.

9.2. Cassandra shall deliver Goods and/or Services on Working days, unless explicitly otherwise agreed between the Parties, in writing. All timetables and deadlines specified by Cassandra and/or agreed with Cassandra are laid down and planned to the best of Cassandra's knowledge, on the basis of the information and circumstances known to Cassandra upon entering into the Agreement. Cassandra shall undertake as far as possible to comply with those timetables and deadlines; the simple violation of any such deadline or timetable as specified above shall not be considered an attributable shortcoming on the part of Cassandra. In the event of the threat or existence of such a violation, the Parties shall consult with one another, as quickly as possible.

9.3. The Customer can only appeal to a guarantee right after the Customer has fulfilled all his financial and other obligations in respect of Cassandra, in relation to the delivered Goods. If a Defect occurs in Goods delivered to the Customer by Cassandra, as quickly as possible after the occurrence thereof (but under all circumstances within ten (10) working days after the customer has or should have become aware of the defect), the Customer should notify Cassandra or a Dealer in detail, and in writing, in default of which the right to guarantee shall expire.

9.4. Cassandra (i) guarantees that Cassandra Equipment – which (therefore) is not from the Supplier – will to a substantial extent function in accordance with the functional specification(s) laid down by Cassandra, for a period of twelve (12) months from the moment of delivery by or on behalf of Cassandra, and (ii) guarantees the same for Cassandra Software for a period of six (6) months from the moment of delivery by or on behalf of Cassandra. The guarantee framework in these matters is described in article 9.5.

9.5. If the Cassandra Goods referred to in article 9.4 suffer Defects during that period, the Customer must duly notify Cassandra immediately, in detail and in writing, whereupon Cassandra to its best knowledge and ability will repair or replace the Defects free of charge, such at the discretion of Cassandra. Cassandra does not guarantee that the Goods will operate without interruption or errors. In as much as repair activities must be carried out outside the Netherlands, the related additional costs, such as for example travel and accommodation costs, shall be for the account of the Customer. Cassandra shall always be entitled to charge the then standard rates and costs of repair in the event of (user) errors, external influences, wilful damage, careless or inexpert use by or on behalf of the Customer or of other causes not attributable to Cassandra. The repair of damaged or lost data is not covered by the guarantee. The guarantee obligation shall expire if, without written permission from Cassandra, the Customer undertakes changes to the Goods, or has such changes undertaken. Any repair of Defects will take place at a location to be determined by Cassandra. Cassandra is entitled to implement temporary solutions or problem-avoiding restrictions and/or bypasses in the Goods. Following expiry of the guarantee period as intended in article 9.4, Cassandra shall not be required to repair any Defects, unless an agreement for the provision of maintenance Services has been entered into between the Parties, which include such repairs.

9.6. Goods and/or Services from the Supplier are subject to the terms and conditions of the Supplier, notwithstanding the stipulations deviating therefrom in present General Terms and Conditions and/or

Agreement. The Customer accepts the relevant conditions of those Suppliers, which conditions are available for inspection at Cassandra and will be issued by Cassandra at the first request of the Customer, except in as much as those conditions have not already been supplied with the Goods. If and in as much as the relevant conditions of those Suppliers are for whatever reason considered as not being applicable, or have been declared inapplicable to the relationship between the Customer and Cassandra, the stipulations in present General Terms and Conditions shall apply, with the exception of the two previous sentences.

9.7. Notwithstanding the stipulations in present General Terms and Conditions and the Agreement, as a consequence, all express and/or tacit provisos, guarantees, conditions and obligations, whether or not arising from the law, in respect of compliance by Cassandra with its obligations from any Agreement are excluded, in as much as permitted by the law.

9.8. All Goods and/or Services supplied to the Customer beyond the framework of the guarantee obligations upon Cassandra (as described in present General Terms and Conditions and/or Agreement) shall be charged for by Cassandra in accordance with the standard prices and rates of Cassandra applicable at that moment.

## **10. Users' rights**

10.1. In as much as Cassandra allows the Customer use of (Cassandra) Software, Cassandra shall grant to the Customer only the non-exclusive, non-transferrable right to the use of (Cassandra) Software, all solely for the normal exercising and implementation of the business of the Customer. The users' right referred to above contains exclusively the right to load (Cassandra) Software and implement that Software for a specified number and type of users and processing units for which the users' right has been issued. The source code of any (Cassandra) Software and the accompanying technical documentation shall not be made available to the Customer. The Customer shall receive no users' right or other right whatsoever, to such source codes or technical documentation. Cassandra is permitted to take technical measures (including Software and/or user encryption) to protect (Cassandra) Software and related rights, etc.

10.2. The Customer is under no circumstances entitled to transfer the users' right referred to in article 10.1 and/or to issue that right in sublicense, to make alterations, links and/or other additions to (Cassandra) Software (or to have them made), or to rent, sell, outsource and/or issue in sublicense, sell, pledge or transfer in security in any way the (Cassandra) Software, to establish an option right on such Software or make (Cassandra) Software available to third parties, in any capacity. Under no circumstances may the Customer – and/or third party(ies) called in by the Customer – adjust or alter the (Cassandra) Software.

10.3. The Customer is entitled to maintain or to make (2) backup copies of that (Cassandra) Software in respect of which Cassandra has issued to the Customer users' rights, all exclusively in replacement of the original copy of that (Cassandra) Software in the event of involuntary loss of ownership or damage, or for the purpose of evidence.

10.4. Immediately following the end of the users' right to any (Cassandra) Software, the Customer will return in full all copies of that (Cassandra) Software in his possession to Cassandra, or permanently destroy such Software, after which the Customer will immediately confirm such return or destruction to Cassandra, in writing.

## **11. Intellectual property rights**

11.1. Cassandra or the Supplier are exclusive rights holders to the entire intellectual property rights and authorities in respect of the Goods and Services. The Customer shall receive no (users') rights and/or other authorities, unless explicitly otherwise described in present General Terms and Conditions, any Agreement and/or unequivocally confirmed in writing to the Customer, by Cassandra. For Goods which Cassandra has not

generated and/or developed, and which are therefore the property of the Supplier, the conditions of that Supplier shall apply.

11.2. As concerns Goods which Cassandra itself has generated and developed and which therefore do not belong to the Supplier, Cassandra shall indemnify the Customer – within the framework of article 11 – against claims from third parties in respect of those Goods, exclusively due to (alleged) violation of an intellectual property right applicable in the Netherlands, on condition the Customer (i) immediately undertakes to inform Cassandra in writing of the existence and the content of the claim, (ii) will provide Cassandra with all necessary and adequate cooperation, (iii) will leave the handling of the relevant matters to Cassandra, and (iv) will grant to Cassandra such adequate powers of authority, as necessary in the name of the Customer to enable Cassandra to defend itself against the claim.

11.3. The indemnity referred to in article 11.2 expires (i) if and in as much as the violation in question relates to any alteration made to the Goods by other parties than Cassandra and/or (ii) if the violation in question cannot otherwise be attributed to Cassandra.

11.4. In the event of the claims referred to hereinabove by third parties, Cassandra is entitled, as necessary, to replace or to alter the Goods or any part thereof, or to fully or partially dissolve the Agreement in question, all at the discretion of Cassandra.

## **12. Non-attributable shortcoming**

12.1. Cassandra is not liable for complete or partial non-compliance with any obligation of and/or on behalf of Cassandra arising from an Agreement, if the non-compliance in question is not attributable to (or the consequence of) the fault of Cassandra, and is not for the account of Cassandra according to the law, legal action and/or commercially applicable attitudes (foreseen or unforeseen), and which can (therefore or otherwise) not be attributed to Cassandra. A non-attributable shortcoming on the part of the Supplier and/or Dealer shall also be understood as representing such a situation.

12.2. In such situations, Cassandra is entitled, without judicial intervention, to suspend the relevant and related obligations and/or – if the situation has lasted for longer than two (2) calendar months – to fully or partially dissolve the Agreement in question, in writing, without Cassandra being required to pay any compensation and/or fulfil any guarantee. In the event of complete or partial dissolution, any undertakings already met on the basis of the Agreement shall be settled pro rata parte, without any of the Parties owing each other any further amounts.

## **13. Liability**

13.1. The total liability of Cassandra arising from the Agreements, General Terms and Conditions, Offers and/or the implementation thereof and/or relating thereto, is exhaustively described in the stipulations of (the paragraphs of) article 13; beyond (the paragraphs of) the cases referred to in this article 13, there shall be no liability whatsoever upon Cassandra for compensation, irrespective of the nature of related claim(s).

13.2. Any entitlement of the Customer to compensation shall only arise if the Customer notifies Cassandra in writing and in detail of the damage, as quickly as possible following its occurrence (but under all circumstances within ten (10) Working days after the Customer became aware of the damage or should have become aware thereof). The Customer shall have no right to compensation if the Goods to which the damage is related have been fully or partially processed or worked upon and/or otherwise altered by and/or on behalf of the Customer.

13.3. If and in as much as any action and/or failure to act on the part of Cassandra causes death and/or physical injury, Cassandra shall be liable up to a maximum amount of EUR 500,000 (in words: five hundred



thousand euro) per occurrence whereby a series of related occurrences shall be considered as a single occurrence, all to the exclusion of occurrences caused by deliberate action or gross negligence on the part of Cassandra

13.4. Except in cases of deliberate action or gross negligence on the part of Cassandra, Cassandra shall not be liable for (i) indirect damages (including but not restricted to consequential damages, loss of profits, lost savings, loss of and damage to data (files) and losses due to business interruption) and (ii) any other damage which in turn amounts to more than the amounts invoiced by Cassandra to the Customer on the basis of (the relevant section of) the Agreement in question, and the total amount paid by the Customer to Cassandra (excluding VAT), whereby the (total) amount payable referred to above shall not exceed EUR 200,000 (in words: two hundred thousand Euro) per calendar year. 'Other damage' as referred to in the previous sentence shall exclusively be taken to mean: (i) the reasonable, paid costs accrued by the Customer (a) in determining the cause and scale of that 'other damage', (b) in preventing or restricting that 'other damage' on condition the costs did actually result in the prevention or restriction thereof, and (c) to ensure compliance of the performance by Cassandra with the Agreement in question, in as much as that Agreement was not dissolved by the Customer, (ii) reasonable, paid costs to be accrued and/or accrued by the Customer in cases as described in article 11.2, and (iii) material damage to Goods and/or other property of the Customer and/or third parties relating directly to Goods and/or Service supplied by Cassandra, to the exclusion of damage to Software and data files.

13.5. Without prejudice to the stipulations hereinabove in (the paragraphs of) article 13 but notwithstanding cases of deliberate action or gross negligence on the part of Cassandra, Cassandra is only liable for (the maximum amount of) damages covered by the insurance taken out by Cassandra.

#### **14. Confidentiality & Non-transfer of employees, etc.**

14.1. Each Party shall deal with all information of a confidential nature which it obtains from the other Party, for example relating to commercial, strategic, financial, technical and/or other details, information and/or knowledge relating to the other Party, in the strictest confidence, and shall issue no statements on such information to third parties. Such information shall under all circumstances be viewed as confidential if designated as such by one of the Parties. The Parties are required in respect of one another to take sufficient (preventive) measures with a view to keeping such confidential information secret.

14.2. The stipulations in article 14.1 may only be deviated from if (i) the information is made public with the prior written permission of the other Party, and/or (ii) the information must be made public in fulfilling a judgement by a judicial authority to that end, in which case the Party forced to publish shall duly inform the other Party in advance, and shall undertake all such steps as the other Party can reasonably demand in order to restrict the publication as far as possible, and as far as possible to maintain the confidentiality of that information.

14.3. In as much as relating to personal details of the Customer, Cassandra and/or third parties shall process that information within the boundaries of the statutory regulations and legal objectives of Cassandra and the Customer, respectively, in a correct, careful and safe manner. Beyond the normal business operation of either Party, the other Party shall otherwise process no personal details and/or issue such details to third parties, without the prior and unequivocal written permission of the other Party and/or in as much as otherwise prescribed in law. The Customer is responsible for the (personal) details made available by the Customer to Cassandra and for the use thereof by Cassandra within its normal business operations. Each Party shall ensure its own suitable technical and organisational measures for securing personal details against loss and against any form of illegal processing.

14.4. Each Party shall undertake in respect of the other Party, during the term of any Agreement and during a period of one (1) year following termination (irrespective of the reason for termination and/or who initiated termination) and/or the expiry thereof, neither directly nor indirectly (either for itself or on behalf of others) to take into service personnel or other employees of the other Party who were involved in the implementation of the Agreement, or otherwise to have such personnel or employees work for them, all subject to the prior explicit written permission from and agreement with the other Party.

14.5. In the event of violation of the stipulations in article 14.4, the violating Party shall, amongst other compensation, owe to the other Party an immediately demandable penalty equal to one (1) gross annual salary per member of staff or employee in question, without prejudice to the right of that other Party to collect full compensation from the violating Party.

## **15. Termination**

15.1. Each Party shall be authorised to dissolve the Agreement in question with immediate effect, without further notice of default, without prior judicial intervention, by registered letter, if (i) the other Party applies for a moratorium on payment or is declared bankrupt, or (ii) the other Party is a legal entity, and that entity is dissolved.

15.2. The Agreement in question may be fully or partially terminated by Cassandra with immediate effect, without further notice of default to the Customer and without prior judicial intervention, by registered letter, if the Customer remains in default in respect of the (timely) compliance with any obligation arising from that Agreement (including but not restricted to the payment of all amounts owed by the Customer) and after fourteen (14) days have expired following the date of a written notice of default to the Customer, all without prejudice to the other rights accruing to Cassandra.

15.3. If at the moment of any dissolution, the Customer has already received delivery of any Goods and/or Services from Cassandra, they and the related payment obligations shall not be affected by the cancellation. Amounts invoiced by Cassandra prior to the dissolution in connection with any performance already provided by Cassandra in implementation of the Agreement shall remain payable and shall become immediately demandable at the moment of dissolution, without prejudice to the other rights accruing to Cassandra.

## **16. Law & Forum**

16.1. Present General Terms and Conditions, Offers and Agreements and/or the implementation thereof are exclusively subject to Belgian law.

16.2. All disputes arising from the General Terms and Conditions, Offers en Agreements and/or the implementation thereof and/or relating thereto, shall exclusively be submitted to the duly competent court in Brugge unless Cassandra, as claimant or applicant, opts for the competent court of the place of residence or establishment of the Customer, and unless the Parties in the case in question still agree upon a binding recommendation or arbitration.