



GENERAL TERMS AND CONDITIONS

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I. DEFINITIONS

If terms/words begin with a capital letter, this indicates that they have a specific meaning/scope by virtue of the following definitions.

If the relevant terms/words are not defined below, they are defined in the main body of these terms and conditions.

Party: this refers, in the singular, to Win or the Client, depending on the context, and, in the plural, to both.

Client: company, of which the contact details are included in the

Agreement and to which Win offers the services described in the Agreement.

Third party: any natural or legal person who is not party to this Agreement, unless expressly stated otherwise. Users of the VPN of the Client are also considered Third Parties.

Agreement or Contract: any document sent by Win to the Client, which is entitled "Contract", "Purchase Order", "Quotation", "Agreement", etc. if this document has been accepted by the Client.

Equipment: this includes any Equipment that forms an integral part of the Solution provided within the framework of the

Agreement or any Equipment provided on an individual basis.

Solution: this includes all Equipment, software and integrated services provided to the Client.

Connection: connection to network connectivity or a power source.

Network and Internet Solutions: any Solution connected to a network infrastructure (VPN, SDWAN, point-to-point, Internet, etc.).

SLA: *Service Level Agreement*

Site(s): location(s) where Win Solutions service(s) must be provided.

II. GENERAL PROVISIONS

2.1. Enforceability of general terms and conditions and information of the Client

These terms and conditions exclude all other general terms and conditions and, in particular, the general terms and conditions of the Client. These terms and conditions govern all contractual relations between Win and its Client.

The general terms and conditions are available at the following URL: <https://www.win.be/fr/cgv> or on simple request.

The Client expressly waives his right to make use of his own general terms and conditions (of sale or purchase) or any other business conditions, even if the latter include an exclusion clause relating to all other general terms and conditions.

The Client acknowledges that he has been fully and adequately informed of the needs expressed to Win. The latter has exclusively used these needs as a basis in order to formalise a quotation.

If the Client has any doubts concerning the suitability of the quotation in relation to his needs, the latter will be informed that auditing services may be provided in order to define the proposed solution(s) as accurately as possible.

2.2. Object of the Agreement

The object of the Agreement is described in the latter.

The Client acknowledges that the services offered by Win, within the framework of the Agreement, meet his needs.

The Client acknowledges that he has received from Win all the information and advice that he required in order to enter into this commitment, with full knowledge of the facts.

2.3. Price and indexation

Win reserves the right to pass on to the Client any price changes for products and/or services (which are used or provided by Win in order to deliver its services) required by its suppliers, operators and/or subcontractors or linked to Dollar price fluctuations.

Prices (P0) shall be adjusted, as of right and without any formality, on the first day of January every year or at any time, according to the following formula:

$$P = P0 * (0.2 + 0.8 * (S1 / S0))$$

In which:

P = revised price;
P0 = initial price;

S0 =

- At the first indexation: "national average" index of salary costs for the month when the Agreement is concluded and published on the AGORIA website.

- After the first indexation: most recent S1 index used for the annual indexation or at any other time;

S1 =

- For indexation on the first day of January: New "national average" index of salary costs for the October preceding the indexation and published on the AGORIA website;

- For indexation at any time: New "national average" index of salary costs for the three months preceding the indexation and published on the AGORIA website.

The absence of an annual revision shall not give rise to a waiver of its application in the course of the year or on subsequent annual dates.

2.4. Entry into force and duration of the Agreement

The Agreement shall enter into force with effect from when the first component is commissioned and is concluded for a definite period, as indicated in the Agreement.

After this period has expired, the Agreement will be tacitly renewed for



successive periods of one (1) year, unless it is terminated by one of the Parties, at least three (3) months before this period expires, by registered letter.

2.5. Early termination

2.5.1. At the initiative of one of the two Parties in the event of breach of contract

If a Party commits a breach of one of its essential obligations by virtue of the Agreement, the other Party may terminate the latter, without compensation, if the defaulting Party fails to rectify the identified breach within the period of fifteen (15) working days of a reminder being sent to the other Party, by registered mail, without prejudice to the right of the injured Party to claim damages and interest.

2.5.2. At the initiative of the Client in the absence of contractual liability for Win

The following paragraphs shall apply without prejudice to the right of Win to claim damages and additional interest as compensation for any prejudice suffered.

If the Client terminates the Agreement in the absence of contractual liability for Win (duly established by the Client), the latter is entitled to claim lump sum compensation from the Client, as well as the reimbursement of any deductions based on a recalculation of the long term reduction, according to the actual period, during which the Solution was provided.

The total amount of lump sum compensation is calculated as follows, without prejudice to the right of Win to claim damages and interest following damage suffered due to the breach:

- i. If the Agreement was concluded for a period longer than or equal to one (1) year:
 - If the termination occurs during the first year, this compensation shall be equal to all outstanding subscription charges for the first year of the Contract, in addition to thirty-five percent (35%) of outstanding subscription charges between the beginning of the 13th month and the initial expiry of the Agreement. Compensation is also due if the termination occurs between the date of signature and the date of entry into force of the Agreement.
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- If the termination occurs after the first year, but at least three months before the initial expiry of the Agreement, this compensation shall be equal to thirty-five percent (35%) of the subscription charges owed until the end of the initial expiry of the Agreement, subject to a minimum of three months of charges.

- If the termination occurs less than three months before the initial expiry of the Agreement or after renewal of the latter, this compensation shall be equal to thirty-five percent (35%) of the subscription charges owed until the new expiry date of the Agreement, subject to a minimum of three months of charges.

- ii. If the Agreement has been concluded for a period of less than one (1) year, this compensation shall be equal to all outstanding subscription charges, regardless of the date of termination. Compensation is also owed if the termination occurs between the date of signature and date of entry into force of the Agreement.

Notwithstanding the above, for data center, security, cloud computing, telephony, local network and wireless Solutions, as well as Solutions based on Fibre Optic technology or any connectivity solution, for which the Site is located outside of Belgian territory, the Client shall be liable to pay to Win the full amount of the price agreed for completion of the task, as determined in the Agreement, regardless of the duration of the latter or the date of termination by the Client. Compensation is also owed if the termination occurs between the date of signature and date of entry into force of the Agreement.

2.5.3. At the initiative of Win in the absence of a breach by the Client

In the event of a supply failure, regardless of the cause, on the part of a subcontractor, manufacturer, supplier, distributor, software company, etc. in terms of equipment, software, services and support, Win reserves the right, with effect from the supply failure, to terminate the Agreement before its expiry without being liable to pay compensation to the Client.

2.6. Terms of payment and invoicing

Unless otherwise stipulated, all prices are expressed in Euros, excluding VAT.

Unless otherwise stipulated, invoices issued by Win must be paid within thirty (30) calendar days of the invoice issue date.

Any payment must be made by direct debit or bank transfer to the account number indicated on the invoice and must be accompanied by the structured references shown on the invoice.

Any delay in payment shall give rise, as of right and without prior warning, to interest calculated at the rate of 12% per annum.

Any delay in payment shall also give rise, as of right and without prior warning, to lump sum compensation amounting to 10% of the total sum of unpaid invoices, subject to a minimum of 125.00 Euros.

Win reserves the right only to provide further services if the previous invoices have been paid in full.

Even partial failure to pay a single invoice shall make all other invoices immediately payable, even if they are not yet due.

A single reminder prior to formal notice shall lead to an invoice being issued for fixed administrative costs of 5.00 EUR. Formal demands shall lead to an invoice being issued for fixed administrative costs of 10.00 EUR. In the event of a line being cut due to a fault or default on the part of the Client, fixed reactivation costs of 50.00 EUR shall be due.

In order to be valid, any claim relating to invoices from Win must be formulated in writing, within a period of fifteen (15) calendar days following the invoice issue date.

If the Client fails to pay the amount owed within eight (8) calendar days of a formal demand being sent, Win shall be entitled to suspend execution of the Agreement until full payment is made or to consider the Agreement to have been dissolved as of right. In the latter case, Win reserves the right to claim damages and interest from the Client.

An invoice is issued for each Connection with effect from the date when it is commissioned.

An invoice is issued for each piece of Equipment, including the associated services, with effect from the date its delivery to the Site.

Subject to the following provision, an invoice is issued for each service with effect from the date when it is supplied.

Recurring amounts (charges, etc.) are invoiced on a monthly basis for the previous period.



One-off amounts (installation charges, etc.) are invoiced retrospectively, except for support and maintenance charges, which are invoiced in advance.

Variable consumption charges (telephone communications, power consumption, mobile data, cloud, etc.) will be invoiced, if appropriate, retrospectively in the month after their registration.

Win reserves the right to invoice for a deposit amounting to 30% of any one-off amounts (such as installation charges, sale prices for the Solution) upon signature of the Agreement.

Subsequently, in the case of projects involving the sale of equipment, Win reserves the right to invoice for 30% of the sale price of equipment upon delivery and for the balance upon receipt of the project.

2.7. Validity of the quotation

Unless otherwise stipulated, any quotation prepared by Win shall be valid for the period of 30 days with effect from its issue.

2.8. Subcontracting

Win is entitled to subcontract all or part of the provision of services that form the subject of the Agreement to subcontractors of its own choosing.

In the event of subcontracting, Win shall pass on to the subcontractor(s) the obligations included in the Agreement and shall remain solely responsible towards the Client for the proper execution of the subcontracted services.

2.9. Orders

Win reserves the right to refuse, in full or in part, the execution of an order that it receives, even if the latter is based on a quotation prepared by Win.

In this case, Win shall inform the Client that it will refuse or only partially accept the order.

In the event of partial acceptance of the order, the Client shall be considered to have given his consent if he does not cancel his entire order within 3 working days of the said notification.

2.10. Intellectual property

Unless otherwise stated in these terms and conditions or in the Agreement, all intellectual property rights, included in the latter, without this list being exhaustive, such as copyrights, patents, trademarks, designs and models, domain names, databases, etc. relating to the products or services designed or developed by Win, are

and shall remain the exclusive property of Win.

2.11. Operational renting/leasing

The operational renting or leasing is a rental agreement, within the framework of which Win agrees to provide a Solution for the Client, for a fixed period, in return for the payment of a fixed rental charge.

The Equipment is rented for the period specified in the Agreement and for the price specified in the latter.

The Equipment remains the full and exclusive property of Win and the Client has no purchase option after renting it.

That being said, the Client shall bear the risk as soon as the Equipment is placed at his disposal or from the moment when the Equipment is delivered to the Client or removed by the latter.

Therefore, if the Equipment disappears following the occurrence of a foreign cause of exemption (such as a case of force majeure), the contractual obligations of the Client towards Win will not be cancelled solely due to the occurrence of this event.

This shall also be the case, for example, in the event of deterioration, destruction, loss or theft of the Equipment.

Once the Agreement has been formalised, Win shall only be obliged to provide the Equipment that is rented.

Therefore, all services (installation charges, maintenance charges, etc.) shall be borne by the Client, unless exemption clauses apply.

In the event of seizure or any other claim that may be asserted by Third Parties to rights relating to the Equipment, the Client shall be required to contest the above and immediately inform Win in writing, so that the latter can take any necessary steps in order to protect its rights.

The Client agrees to take out insurance against the risk of (partial or full) deterioration and theft of the Equipment.

The Equipment will be neither collected nor exchanged by Win, unless otherwise stated by a provision of the Agreement.

In order to make use of the manufacturer's guarantee, the Client must contact the Customer Contact Center (CCC) within ten (10) working days of the defect being identified.

The Agreement may be subject to unilateral termination at the initiative of Win if the Client delays making a payment by more than one month in relation to charges due

for rental, subject to damages and additional interest attributable to the Client if the termination does not make it possible to rectify fully any prejudice (loss of earnings, etc.) suffered by Win due to early termination of the Agreement.

In the event of deterioration of the Equipment or termination of the Agreement, regardless of the cause, the remaining balanced owed for rental will be immediately payable.

In the event of deterioration, the amount paid by the insurance company shall be used, as a priority, to pay the outstanding balance.

2.12. Financial leasing

If a financial leasing formula is used, the latter is subject to the terms and conditions agreed between the Client and the leasing company.

2.13. Title retention clause

The Equipment shall remain the property of Win until the amount indicated in the Contract is paid in full.

Until this time, the Client is not permitted to assign the Equipment, convert it, pledge it, offer it as security or loan it to Third Parties in any form or dispose of it in any manner.

In the event of seizure or any other claim that may be asserted by Third Parties to rights relating to the Equipment, the Client shall be required to contest the above and immediately inform Win so that the latter can protect its rights.

In the event of the preventive or executive seizure of equipment or any other infringement of a property right, the Client must inform Win, within 24 hours, under penalty of engaging his own responsibility, and immediately notify the execution creditor of the retention of title.

In the event of the transfer or pledging of his business capital, the Client shall be required to take all necessary steps so that the supplied or rented equipment is not part of the latter.

In the event of deterioration of the Equipment, the outstanding part of the sale price shall be immediately payable and the amount paid by the insurance company shall be used, as a priority, for this payment.

All risks relating to deterioration, destruction, loss or theft are transferred to the Client as soon as the Equipment is delivered, collected or, with effect from the date, on which the Client was required to receive or collect the Equipment.



The Client shall reimburse, upon first request, all costs, including fees, legal and administrative charges, which Win may be required to cover, in the situations described in the above sections, with the aim of protecting his property rights relating to the equipment. Win shall subrogate, if appropriate, the rights of the Client.

Without prejudice to the right of Win to assert its property right in relation to the Client or Third Parties, if the Client fails to respect the provisions of this article and in the event of prejudice to Win, the Client shall be required to pay Win, in the event of sale, the new value of the assets.

2.14. Rights and obligations relating to the Equipment

This clause shall apply as long as Win remains the owner of the Equipment (retention of title or rental).

The Client acknowledges that he has been sufficiently informed by Win regarding how the Equipment functions. He agrees to use it with due care and attention, keep it in perfect condition and reserve it for the use of the Win Solutions service at the Site, to which the Equipment was delivered.

The Client shall inform Win immediately in writing of any problem affecting the Equipment. Win shall investigate the reported problem and, if the latter is proven to exist and it is actually its responsibility to provide a replacement by virtue of the Agreement or the law, it shall replace the defective Equipment as soon as possible with Equipment of an equivalent nature.

By derogation from the above paragraph, Win shall not intervene if the problem encountered by the Client results from improper use of the Equipment, negligence, an error or any failure whatsoever on the part of the Client or a case of force majeure (for example, in the case of a defect caused by a weather event, such as a storm) as defined in these terms and conditions.

In the above situations, at the request of the Client and subject to acceptance by Win, the defective Equipment shall be replaced by Win at the exclusive cost of the Client. In addition, the Client shall assume exclusive responsibility for the management of claims in relation to his insurer(s).

Win may, if this is required by technical advances, after having informed the Client and without any price increases, replace all or part of the Equipment temporarily or permanently with other Equipment, which has approximately the same functions and the same qualities.

The Client is solely responsible for all damage to the Equipment in his possession

or for all damage caused by the latter, except for damage that originates from a manufacturing fault or an error on the part of Win.

Upon expiry of the Agreement, regardless of the cause, including termination of the Agreement by Win, the Client is required to return the rented Equipment to Win, within a period of ten (10) working days following the end of the Agreement.

If the Client fails to respect this obligation, Win may immediately demand payment of the full price of the Equipment.

The costs of removing the Equipment shall always be borne by the Client or invoiced by Win.

2.15. Delivery and installation

The Equipment is delivered and installed by Win for the prices indicated in the Agreement.

The terms and conditions for delivery and installation are included, if applicable, in the Agreement.

The Equipment is delivered by Win to the address indicated by the Client in the Agreement, on the date specified in the Agreement.

Delivery will be recorded when an acknowledgement of receipt is signed by the Client.

The services relate solely to the installation described in the Agreement, to the exclusion of all that is not mentioned explicitly. Any additional work or subsequent changes made by Win or its agent shall be invoiced to the Client, according to the current rate (available on simple request), with the addition, if applicable, of travel expenses.

All installation work shall be conducted from Monday – Friday between 8.30 am and 5.30 pm. If he wishes, the Client may obtain a quotation for an intervention outside of these times. The Client guarantees at all times that Win and/or its subcontractor can access the Equipment.

The Client must ensure that the Equipment is installed in a place, where a sensible layout is possible, in addition to normal conditions for assembly, use and maintenance.

The Client shall cover the cost of fitting, at points specified by Win, electrical connections and/or ground connections required so that the Equipment can function, and take care of their maintenance. In this respect, the current requirements, including statutory and

regulatory requirements and, in particular, those of the Belgian Electrotechnical Committee, must be respected.

If the Client neglects to make the necessary preparations for installation on the agreed installation date, Win is authorised to complete these preparations itself or appoint a Third Party to do so. In both cases, Win may pass on all costs to the Client.

The Client must, upon receipt of the Equipment, ensure that it is in conformity with that identified in the Agreement. Unconditional acceptance by the Client is established as of right, definitively and irrevocably, if the Client has not sent an objection by registered letter within ten (10) working days of receipt.

For objections relating to the installation and/or commissioning of the Equipment, by Win, the same period must be respected by the Client with effect from installation/commissioning, respectively.

The Client cannot disconnect his Equipment (power down, disconnection of the rented line, etc.) without first informing Win in writing. If Win is not informed in good time and intervenes following this disconnection, the intervention will be invoiced to the Client on a time basis subject to a minimum of 250 EUR.

If the Client omits, on several occasions, to inform Win regarding the same Site, Win reserves the right to cease to guarantee the SLA for the relevant Site.

2.16. Site safety

If the installation of a telecommunications infrastructure is required at a site, the provisions of the law of 4 August 1996 and the royal decree of 25 January 2001 shall apply.

The site must be accessed under the responsibility of the project manager responsible for the site and/or the safety coordinator.

It is the responsibility of the project owner to put employees of Win (and/or of its subcontractors) in contact with this person when he arrives on site.

The project manager/safety coordinator is responsible for explaining the different rules that apply on the site (crossing points, danger lists and zones, etc.)

If applicable, employees of Win (and/or of its subcontractors) conducting installation work or the "site Survey" must be provided with the same collective and personal protective Equipment as workers employed by contractors on the site before entering



the latter. This Equipment will be provided to them by the Client.

If an intervention is necessary (subcontracted to a qualified partner) on the electrical network (low or high voltage), the latter must be powered down.

In the specific case of working at height, Win calls upon specialist teams, which have their own access and safety equipment.

However, it is the responsibility of the project manager/safety coordinator to explain these terms and conditions (soil stability, etc.) before work commences.

2.17. Management and maintenance service – management line

Unless he has signed a maintenance contract, the Client shall cover all costs inherent in management and maintenance interventions required in the event of the failure of the Equipment (within the framework of the implementation of the manufacturer's guarantee).

In order to provide the maintenance and management service, Win must have remote access to all the Equipment installed at the site of the Client.

This remote access will be provided by means of the Win IP-VPN (MPLS) (to which the Client must subscribe) or another type of access approved in advance by the Win technical services.

In the latter case, Win reserves the right to decline all responsibility if the relevant type of access is affected by technical malfunctions that prevent it from providing its services.

The Client guarantees permanent access to Win and/or its subcontractor (on Site or remote) to the Equipment.

The Client shall provide easy access to the Equipment and appoint a manager who is responsible for providing all information required for the proper conduct of maintenance and management operations and will be present during these operations.

If the Agreement concluded between Win and the Client relates to services, for which Win has offered management and maintenance services to the Client, but the latter has declined the latter, Win declines all responsibility relating to the disrepair of Equipment and/or the proposed Solutions, with regard to their obsolescence, updates, lifespan, development of functionalities, etc.

The service contracts offered by Win, including management and/or maintenance

services, are implemented according to a SLA agreed as part of the Agreement.

If, for a temporary period and following the occurrence of unforeseeable events that are beyond the control of Win, the latter is not in a position to respect the commitments entered into by means of the SLA, a "Stop Clock" period shall come into effect.

During this period, the financial sanctions arising from these SLA cannot be passed on to Win.

For example, the "Stop Clock" period may be implemented by Win in the following cases:

- Cooperation with the Client is not possible: absence of qualified personnel at the local Site, no way of reaching the Site or, despite many attempts, the contact person of the Client cannot be contacted by telephone;

- The internal cabling of the Client is the main cause of the disruption, if this cabling is managed by the Client;

- The Client asks to postpone the intervention by Win technicians/experts;

- During interventions linked to utilities;

- An intervention request has been opened but the Client does not wish Win to deactivate the line or service in order to conduct tests;

- Lack of information / confirmation by the Client to proceed with the repair process;

- The failure or damage is caused by (i) use contrary to the nature of

the Equipment, defective maintenance, negligence on the part of the Client or Third Parties (ii) and lack of care on the part of users, (iii) deliberate damage (vandalism) or unintentional damage (falls, clumsiness) (iv) force majeure and natural damage, including but not limited to lightning, storms, hail, earthquakes, war, destructive strikes, floods, riots, attacks; (*)

- Preventive maintenance is planned with the Client.

(*) Under these conditions, Win agrees to intervene within the scope agreed in the service contract (provided the "Stop Clock" has not been activated due to an obstacle when accessing Equipment) but services provided by technicians remotely and on Site, the supply of Equipment, repairs, travel and any other costs linked to this intervention shall be invoiced to the Client once his agreement has been received in writing.

The effects relating to the SLA shall apply once again as soon as the event(s) giving rise to the "Stop Clock" period have permanently and continuously come to an end.

2.18. Preventive maintenance

Win is solely permitted to determine the technical resources and routing systems required for access and the functioning of its Networks and Internet Solutions.

Win can, if applicable, modify the technical characteristics of its services, provided this modification does not result in any negative consequences in terms of costs or quality of the service.

Win may be temporarily required to limit or suspend the services provided within the framework of its Networks and Internet Solutions for maintenance, servicing or network development reasons.

Win agrees that the temporary limitation or suspension of access to its services, linked to servicing, maintenance or network development, shall be limited to the period of time strictly necessary for the conduct of servicing, maintenance or network development.

Win agrees to inform the Client, in good time and as rapidly as possible, of any intervention linked to servicing, maintenance or network development.

Interventions linked to servicing, maintenance or network development will be conducted, by Win, during the night between Sunday and Monday, between 2 am and 6 am, unless otherwise agreed with the Client.

The unavailability or limitation of access to the network, during preventive maintenance or if the "stop clock" mechanism has been activated, is not taken into consideration when calculating the availability of Networks and Internet Solutions.

This cause of unavailability does not entitle the Client to claim compensation.

2.19. Co-management

If the Agreement concluded between Win and the Client relates to services, for which the Client is able to opt for a Solution that enables him, in any way, to "co-manage" or intervene with the provided services, and the Client opts for this co-management or own intervention package relating to the



said services, Win declines all responsibility for any consequences that may result from the intervention of the Client.

In the event of co-management, if the Client considers that the damage caused is attributable to Win, the burden of proof is incumbent on him.

2.20. Identification of Equipment

The Client is required to individualise the Equipment placed with Win, so that the denomination, year of manufacture, brand and serial number of each device that makes up the Equipment remain individualised, so that the latter is identifiable at all times.

2.21. Disputes

The Client must accept or reject, in writing, any document other than invoices (reports, Project acceptance report, minutes of meetings, etc.), issued by Win or its subcontractor, within a period of five (5) working days following their date of issue. If the Client fails to submit a written objection within this period, these documents shall be considered to have been accepted. For Project acceptance reports, any objection must be sent by registered mail, in order to be valid.

This period does not apply to objections relating to invoices issued by Win.

The reasons used to justify a refusal must be indicated clearly, as a compulsory requirement, in writing, together with the modifications that the Client wishes to be made to the Project. Win will then make the required modifications to the Project, provided they fall within the framework of the latter.

The Client may not use an objection to justify any failure on his part to fulfil obligations incumbent on him, including the justification of a default in payment.

2.22. Obligation of means

Win only assumes an obligation of means for the provision of its services or those of its subcontractor(s).

Unless otherwise expressly stipulated in the Agreement, neither continuous access/use nor the quality or capacity/volume of services provided by Win can be guaranteed at any time.

2.23. Transfer of the Agreement

The Client may not transfer the Agreement, or any part of the latter, without the prior written agreement of Win.

Win may not transfer the Agreement, or any part of the latter, without the prior written agreement of the Client.

By derogation from the above paragraph, Win may transfer the Agreement, or any part of the latter, without the prior written agreement of the Client if Win permanently ceases to provide a service, a Solution, an activity or part of an activity that forms the subject of the Agreement.

The following shall not be considered a transfer to a Third Party by Win – and therefore shall not imply the prior agreement of the Client – the sale of titles (essentially shares) of the latter or any restructuring operation of Win that would involve the (partial or full) transfer of assets of the latter to a beneficiary company.

Therefore, it cannot be considered that the Contract is of an *intuitu personae* nature in relation to Win.

2.24. Good faith

The Parties shall negotiate in good faith in order to identify an acceptable solution for each party, if a situation arises, which was not anticipated in this Agreement.

2.25. Force majeure

Unless otherwise stated, neither Party can be held responsible for the failure to fulfil its commitments, by virtue of the Agreement, if this failure is caused by a case of force majeure.

Cases of force majeure are cases, which are caused by an event that is beyond the control of the Parties and prevents one of the Parties to the Agreement from fulfilling its commitments or which, without necessarily preventing one of the Parties from fulfilling its commitments, renders the fulfilment of the said commitments so complex that this would result, for this Party, in such disadvantages that it could not reasonably be expected to withstand.

The obligations arising from the Agreement shall be suspended throughout the duration of the case of force majeure.

If the effects of a case of force majeure last longer than 1 month, the Agreement may be terminated, as of right, at the request of one of the Parties, without either party being entitled to compensation.

Within the framework of the execution of the Agreement, in particular, the following are considered cases of force majeure, without this list being exhaustive: failure of global transmission networks not specific to operators used by Win at its Data Center, destruction of installations, strikes, cutting of cables during excavation work, general

shutdown of the power supply, epidemics, earthquakes, floods, fire, war, embargoes, hacking, government measures, storms, inclement weather, etc.

The Parties also agree to consider situations, in which Win is confronted with a constraint (e.g. technical) that is external and beyond its control as force majeure cases:

- Situations that make it impossible (fully or partially; permanently or temporarily) for Win to provide its services;
- or cause Win to incur higher costs compared to the actual cost, as defined upon signature of the Agreement.

In these cases, Win has the option, at any time, to suspend the Agreement entirely or partially or terminate it, without the Client being owed any compensation.

2.26. Responsibility

Win is solely responsible for direct material damage, within the limits described within the framework of the Agreement.

Win can never be held responsible for indirect damage resulting from its own fault or that of its subcontractor.

Indirect damage is any damage that is not directly linked to failure to execute the Agreement. The following are considered indirect damage, without this list being exhaustive: loss of earnings, general cost increases, disrupted plans, loss of profits, customers or anticipated savings, complaints submitted by a Third Party against the Client, damage due to any defect affecting the supplied materials, programmes or systems.

Win cannot be held responsible for any damage resulting directly or indirectly from the intervention of a Third Party or the Client, an error or negligence on their part. For example, the notification of a failure attributable to Win more than 8 days after it is discovered shall be considered an error on the part of the Client.

The Client shall be held responsible for any damage suffered by Win and attributable to an error made by the Client or his subcontractor.

Win cannot be held responsible for damaging consequences arising from the existence of security flaws within the IT system of the Client (detected, for example, by means of audit reports produced by competent organisations (e.g. Bitsight), regardless of when they occur or the nature of the services provided by Win.



The Equipment of the Client must not cause any interference, disruption or restriction affecting an activity or network managed by Win or an activity of a Third Party, including Clients of Win. If such disruption occurs, the Client is required to take, at his own expense, all necessary measures in order to rectify the problem, at the request of Win. If the Client fails to fulfil this obligation within the period required by Win, the latter is entitled, after informing the Client, to take all measures that it considers necessary in order to rectify the disruption, at the risk and expense of the Client.

Win declines all responsibility in the event of the Client using unlicensed software. If he asks Win to host Third Party software, the Client is responsible for checking that this hosting is not prohibited by the use licence for the said software and will hold Win harmless against any subsequent claim or action from the manufacturer of the said software who claims that the said hosting was not authorised by the licence granted to the Client.

Win reserves the right to remove, from its servers, any software if the manufacturer reasonably demonstrates that this hosting is not authorised by the licence concluded with the Client.

Win declines all responsibility in the event of the loss of data caused by a Third Party or supplier (e.g. Internet access, hosting, in-house IT).

Win cannot be held responsible for poor IT installation conducted by a Third Party at the site of the Client. Win is therefore not responsible for any upgrades that it conducts on an installation previously completed by a third person.

Unless the network connectivity service has been signed up to Win, Win declines all responsibility for the network access of the Client to the Win Cloud, the quality of the electrical installation of the latter and any incidents that may result.

Due to the characteristics of the Internet, of which the Client declares that he is fully aware, Win cannot accept responsibility for the following:

- The content of transmitted, published or collected information, its use and updating, as well as any files, such as mailing lists, in addition to the sound, text, images, design elements and data accessible at the Site, for any reason;
- Any misappropriation of passwords, confidential codes and more generally, any information of a sensitive nature for the Client.

Win is only likely to incur responsibility for a total amount, which must not exceed the lower of the following two sums:

- 5,000 € per claim;
- the annual fee for the Agreement.

If the provision of services is brought to an end, Win cannot be held responsible for any damage or loss incurred by the Client as a result of modifications to the provision of services by the Client, an Internet user or any person outside the personnel of Win.

2.27. Non-solicitation

Each of the Parties shall refrain, without prior written agreement, from directly or indirectly submitting job offers to an employee of the other Party who has worked within the framework of the execution of the Agreement, or from employing him, regardless of the relevant status.

This waiver is valid for a period of twelve (12) months with effect from the end date of the Agreement.

If one of the Parties fails to respect this commitment, it agrees to compensate the other Party, by paying it lump sum compensation of 50,000.00 EUR per person recruited, as well as the costs of replacing the relevant personnel (recruitment costs – training – transfer of knowledge, etc.)

These costs are estimated to amount to a minimum of 16,000.00 EUR. Any additional costs must be justified by the Party that claims them.

If one of the Parties ceases trading, this clause shall not apply to the employees of this Party.

2.28. Referencing

The Client accepts that Win may include, in its references, services provided within the framework of the Agreement.

2.29. Confidentiality

Win agrees to protect the confidentiality of Confidential Information received from the Client and persons acting for the latter.

The Client agrees to protect the confidentiality of Confidential Information received from Win or persons acting for the latter.

The confidentiality obligation agreed by the Parties, by virtue of this Agreement, requires each of them to:

- Refrain from disclosing Confidential Information received from the other Party, either fully or partially, directly or indirectly,

regardless of the medium, to any Third Party to the Agreement, except for the subcontractor;

- Take all useful measures in order to protect the confidentiality of Confidential Information received from the other Party;

- Refrain from using Confidential Information received from the other Party, either fully or partially, directly or indirectly, for purposes other than the execution of this Agreement.

Within the framework of this Agreement, the words “Confidential Information” refer to any information, of any nature, which meets the following cumulative conditions:

- Information disclosed within the framework of the execution of the Agreement, and,
- Information disclosed by one of the Parties to the Agreement or by one of its agents, and,
- Information that is neither generally known to Third Parties to the Agreement, nor easily accessible to these Third Parties.

Confidential Information may, for example (without this list being exhaustive) relate to the quotation (Agreement), customers, suppliers, projects, completed work, technical or business methods, expertise, performance and the in-house organisation of one of the Parties to the Agreement.

This confidentiality obligation shall apply throughout the duration of the Agreement and for 10 years after its expiry.

2.30. Insurance

If the Client is the owner of the Equipment and the latter is located within the infrastructures of Win or the S.A. Wallonie Data Center (abbreviated to “W.D.C.”; BCE 0880.236.693, the latter must take out one or more insurance policies in order to cover any damage caused, regardless of the origin or operative event, by the Equipment to the assets of Win, W.D.C. or Third Parties.

If the Equipment is the property of Win (retention of title or rental), the Client must take out one or more insurance policies according to the above paragraph, but also in order to cover any damage caused to the Equipment.

In any case, the Client shall ensure that the insurance guarantees include indirect damage or loss of earnings that may be incurred by Win or W.D.C. in the event of an incident.

Within a reasonable period or, under all circumstances, within a month of the



signature of the Agreement, the Client agrees to produce copies of paid up insurance policies so that Win can check that this clause has been fulfilled.

2.31. Personal data

Within the framework of the execution of the Agreement, Win (the subcontractor according to the GDPR) may be called upon to become aware of and/or handle personal data on behalf of the Client (the data controller according to the GDPR).

In this case, Win agrees to:

- i. Consider personal data as confidential and handle it only according to documented written instructions by the Client within the strict limits of the execution of the Agreement and, subject to the respect of statutory obligations incumbent on it, immediately delete any data that is or is no longer useful for the execution of the Agreement and, if preferred by the Client, to destroy existing copies or return them to the Client. Without instruction from the Client and unless otherwise required by law, data shall be destroyed, by default, upon completion of the execution of the Agreement.
- ii. Ensure that persons authorised to handle personal data agree to respect its confidentiality or are subject to an appropriate statutory obligation of confidentiality.
- iii. Take appropriate technical and organisational measures in order to guarantee a suitable level of security for the risk in view of the state of knowledge, implementation costs and nature, scope, context and purpose of processing the data, as well as the risks, in order to guarantee the integrity and confidentiality of personal data.
- iv. Refrain from transmitting or storing, in any manner, personal data outside of the European Economic Area.
- v. Help, as far as possible, the Client, by means of appropriate technical and organisational measures for the nature of the processing, to fulfil its obligation to follow up requests submitted by the relevant persons by means of personal data in order to exercise the rights assigned to them by virtue of the GDPR.
- vi. Provide the Client with all necessary information in order to demonstrate to the latter that the obligations of this article have been fulfilled and enable the latter to conduct audits, including

inspections, by the Client himself or another auditor appointed by the Client and contribute to these audits.

- vii. Inform the Client immediately if, according to Win, one of the instructions of the Client constitutes a violation of the applicable regulations for the protection of personal data or if it notices a breach affecting the security or integrity of data.
- viii. If Win appoints another subcontractor, to impose upon this other subcontractor the same obligations in terms of data protection as those defined in this Agreement, particularly in terms of providing adequate guarantees relating to the implementation of appropriate technical and organisational measures.
- ix. If any violation of personal data is discovered, the Client must be notified immediately.
- x. In general, help the Client to guarantee and demonstrate that he has fulfilled his obligations in terms of processing personal data.

In any case, with regard to the above obligations entered into by Win, the latter shall not accept responsibility if it appears that the possible violation of the GDPR is due to any failure, whether or not intentional, on the part of the Client.

Therefore, so that Win can fulfil its obligations adequately as the subcontractor, the Client, in his capacity as the data controller, agrees, in particular, to (1) provide Win with data that is to be processed; (2) document in writing any instruction concerning the processing of data by Win; (3) ensure, prior to and throughout the duration of processing, that Win fulfils the obligations defined in the GDPR; (4) supervise the processing, which shall include the conduct of audits and inspections at Win.

It follows from the above that the Client shall ensure that Win is in a position, upon signature of the Agreement, to fulfil the obligations arising from the GDPR, in particular, by guaranteeing the integrity and legal acquisition of personal data, to which Win will have access.

Win may call upon another subcontractor to conduct specific processing tasks. It shall first inform the Client in writing of any planned changes concerning the addition or replacement of other subcontractors.

Throughout the duration of the Agreement, the Client may obtain any information concerning the use of his personal data, by sending an e-mail to the following address: privacy@staff.win.be.

2.32. Penetration tests ("pentests")

If the Client wishes to conduct (or appoint others to conduct) a "pentest" (or "penetration test", in order words to check (with the Client or a Third Party appointed by him) whether security is as effective as possible for the service purchased from Win, the following requirements must be respected:

- i. Inform Win in advance, so that hundreds of potential alerts (generated by the Win security system) can be correlated rapidly with the relevant action;
- ii. Agree upon an intervention window for the "pentest" with Win, according to the chosen scenario, in order to avoid any impact on the provision of Solutions (such as cloud) for other Clients of Win;
- iii. Refrain from causing a (distributed) denial of service = DDOS;
- iv. Refrain from social engineering or psychological hacking and, in particular, the exploitation of psychological, social and more generally organisational weaknesses, in order to obtain something fraudulently;
- v. Limit analysis of the technical infrastructure, refrain from requesting organisational procedures (e.g. crisis management);
- vi. In the event of findings (discovery of flows):
 - Inform Win without delay;
 - Act as an "ethical hacker": refrain from exploiting the identified flaws;
 - Manage this confidential information, without disclosing it to third parties;
 - The Client agrees to ensure that
 - his employees or partners are also bound by this obligation of confidentiality.

III. PROVISIONS SPECIFIC TO CERTAIN SOLUTIONS



3.1. ICT SECURITY AUDIT

Subcontracting

Win entrusts the completion of consultancy tasks, which are subject to the Agreement, to a subcontractor and the Client acknowledges that he has been fully informed and accepts this.

The subcontractor shall complete consultancy tasks on behalf of Win, including IT audits, in the field of IT security.

Auditor access

Throughout the duration of the audit, Win and/or its subcontractor shall be authorised to access all applicable information, including the policies and installations of the Client.

Security requirements

If the Client has no control over his network and this service is provided by a third party, the Client is required to obtain the written consent of this Third Party for the conduct of intrusion tests. All the parties involved acknowledge that they authorise Win and/or its subcontractor to use their networks as a gateway for the conduct of tests on the specified dates and times.

The performance and/or availability of the network may be affected by network scanning. The Client releases Win and/or its subcontractor from all responsibility for any damage that may result from limited availability of the network due to network scanning, unless this damage is the result of a serious or intentional error on the part of Win or its subcontractor.

The Client guarantees that all parties involved directly or indirectly in the audit authorise Win and/or its subcontractor to implement and validate network security by means of established and new methods.

3.2. Win CLOUD COMPUTING

Virtual machines

General

Win agrees to take all steps to ensure that hosted virtual machines are made accessible at all times by users, while guaranteeing their optimum performance.

Updating the underlying infrastructure may, however, lead to an interruption in availability. The Client is, for each

update that requires an interruption in availability, informed by e-mail at least four (4) days before the interruption.

Hypervisor and operating systems

The Win cloud platform functions with a hypervisor provided by the VMware company and the following version is used: VMware ESXi v6.5. The hypervisor is provided and managed by Win.

Operating systems that are compatible with the platform or this hypervisor can be consulted at the following address:

https://www.vmware.com/resources/compatibility/pdf/VMware_GOS_Compatibility_Guide.pdf

The Client is responsible solely for the management and therefore the choice of operating system from existing suppliers/distributors (Microsoft, Red Hat, etc.).

This implies, in particular, that the Client is required to ensure that the operating system selected (by consulting the above URL) is supported by the supplier/distributor of operating systems and the VMware hypervisor.

According to the same logic, it is incumbent on the Client to ensure that updates to its chosen operating system do not affect its compatibility with the Win cloud platform and, in particular, the hypervisor.

In any case, Win declines all responsibility for any malfunction or prejudicial consequence that may be caused by the operating system chosen and managed by the Client.

Services provided after termination (reversibility clause)

If the Agreement is terminated, Win is required, for a maximum period of three (3) months, and at the express request of the Client, to provide an image of the virtual machines of the Client, as well as a copy of its data, so that the Client, or any Third Party appointed by the latter, can continue to operate at another Data Center.

Win is only released from its obligations by virtue of the Agreement after the signature, by the Client of an acceptance report for reversibility services.

Win reserves the right to invoice for services provided before the signature

of the said acceptance report for reversibility services.

Use licences and payments

If changes to the use of licences should occur, the Agreement shall be automatically adjusted to the new licence rules.

The price of licences may fluctuate upwards or downwards, according to the rates set by these software companies.

The amount owed by the Client is invoiced from when the virtual machine(s) is/are reserved and shall be invoiced during the month following reservation of the virtual machine(s).

In the event of changes to the number of licences, licences will be invoiced:

- From the month following reservation, for licences associated with servers;

- From their actual use, for the number of users and no later than two (2) months after reservation of the relevant virtual machines.

3.3. Win MOBILE DATA (MOBILE DATA LINE & MOBILE DATA NET SOLUTIONS) + Win MOBILE DATA (PC User solutions)

Excess consumption

The Mobile Data service is accompanied by a use profile 'Package' (listing the monthly volume of transmitted data) concluded for a recurring fixed price. No SLA or QoS is linked to mobile data.

Depending on the use of this Mobile Data service by the Client, the volume of data transmitted will be lower or equal to the profile package purchased by the Client or greater than the latter. In the event of consumption exceeding this fixed volume of transmitted data (these excess volumes are measured and calculated on a monthly basis), the Client shall be informed (granulometry at 25 hours) and will receive an invoice for the any excess volumes (during the month following that, which is subject to the calculation of excess consumption).

The Client will be able to consult a consumption statement relating to these excess volumes. Any fixed data volumes that are not consumed during the month will not be carried forward to the next month.



Profile changes (following a request from the Client) shall only come into effect on the 1st day of the month, during which the change was made, provided the latter occurred before the 15th day of the current month. Otherwise, it will come into effect on the 1st day of the month following that, in which the change was made. An invoice will still be issued during the month following that when the change came into effect.

Excess volume charges will not be applied in the following cases:

- If the 'Mobile Data' connectivity is used exclusively for backup connectivity purposes when the main connectivity has failed; if it becomes apparent that the Mobile Data Backup connectivity has been used for other purposes, the excess volumes will be charged to the Client;

- If the 'Mobile Data' connectivity is used temporarily ('Rush Install') while waiting for the main connectivity to be connected and the connection period for the latter is greater than that specified in the Agreement; if excess volumes are used during the period allocated for connection of the main connectivity, the excess volumes will be charged to the Client;

- Unit costs for excess consumption are indicated in the Agreement.

Win APN

If the Client uses the Win Mobile Data service, the Client is required to transfer its access rights to the VPN and/or Internet via the Win APN. The Client is not authorised to reroute its traffic to APN other than that of Win. If it becomes apparent that the Client has failed to respect this requirement, a penalty will be charged to the Client according to the law by Win. The total amount of this penalty is fixed at 10,000 €.

3.4. IP VOICE (SIP TRUNK)

Call routing

Win cannot be held responsible for any changes made by the Client to his telephone system, with the aim of changing the transmission and routing of calls (caller number – deviation – transfer - ...)

3.5. DATA CENTER SOLUTIONS

Positioning of Equipment and access to facilities

Unless otherwise stated, the Client authorises Win itself to position the Equipment described in the Agreement in the colocation facility indicated in the Agreement.

The Client shall bear the risks linked to the Equipment positioned in the facilities or used by Win in execution of the Agreement. Win declines any responsibility in the event of damage being caused to this Equipment.

The Client shall indicate expressly to Win the name and contact details of the persons that it appoints, if applicable, to access the Win facilities.

The Client shall inform Win immediately, by registered mail, if any changes occur in terms of the person of the agent who is authorised to access the Win facilities.

Any person will be denied access to the Win facilities who is not expressly appointed by the Client and for whom Win has not received, from the Client, the name and contact details.

Access to the Site of the Client

The provision of services may require Win to have access to the Site and/or installations of the Client.

In this case, the Client agrees to allow Win and/or its subcontractors to access his Site and/or installations, and to obtain, at his own expense, all authorisations required for this access, as well as authorisations required for the installation, storage, use and maintenance of Equipment at the Site and/or installations.

Win is under no circumstances responsible for any delay affecting the execution of services following the period required in order to obtain the necessary authorisations.

Protecting the Equipment

The Equipment made available to the Client by Win remains the exclusive property of Win, unless this Equipment has been sold to the Client, according to the Contract.

The Equipment made available to the Client by Win must be returned to the latter, upon first request, in a perfect state of repair.

The Client shall take all necessary measures to protect the Equipment

against loss, theft, destruction and any other damage, regardless of its nature, throughout the duration of its maintenance.

The Client shall bear all risks associated with the Equipment, until it is returned to Win.

In the event of the Equipment being defective, Win may, at its discretion, replace or repair the Equipment at its own expense.

Service prices and charges

Unless otherwise stipulated in the contract, invoices will be issued on a monthly basis for:

- (i) Service charges ("Service Fees") defined in the applicable COF(s), on a pro rata temporis basis for partial months; and
- (ii) Energy costs, either the fixed monthly volume defined in the contract for the co-leased spaces or the price of actual consumption for block/room Housing (private space); together with any excess consumption; and
- (iii) Other costs and charges, including but not limited to: installation charges or any other costs or charges, which are defined in the COF or mutually agreed (collectively known as "Additional Service Charges").

All Service Fees and Additional Service Charges do not include any applicable tax, such as value added tax, or any other tax that is payable according to the laws, statutes and regulations of any government authority, as such Taxes are the sole responsibility of the Client and must be paid on their due date by the Client. All sums paid by the Client by virtue of this Contract shall be paid without any deduction, unless required by any law or regulation, of amounts for tax or legal reasons, or other costs of any nature that are imposed by a tax or government authority.

Unless otherwise stipulated, the applicable prices and rates are those, which are in force at the time of the order.

Price adjustments

- (i) Service Fee ("Service Fees"):

Win reserves the right to pass on to the Client, at any time, price changes for products and/or services (used or implemented by Win for the provision of its services), which are imposed by its



suppliers, operators and/or subcontractors or linked to Dollar price fluctuations.

The prices (P0) shall be subject to adjustments, as of right and without formality, on the first day of January each year, or at any time, according to the following formula:

$$P = P0 * (0.2 + 0.8 * (S1 / S0))$$

In which:

P = adjusted price;

P0 = initial price;

S0 =

- At the first indexation: "national average" index of salary costs for the month when the Contract is concluded and published on the AGORIA website.

- After the first indexation: the most recent S1 index used at the annual indexation or at any other time;

S1 =

- If indexation takes place on the first day of January: new "national average" index of salary costs for the October preceding the indexation and published on the AGORIA website;

- If indexation takes place at any time: new "national average" index of salary costs for the three months preceding the indexation and published on the AGORIA website.

The absence of an annual revision shall not give rise to a waiver of its application in the course of the year or on subsequent annual dates.

(ii) Energy:

In block/room Housing (private spaces), the energy consumed directly by the Equipment of the Client is invoiced by Win, to the Client, based on the actual consumption measured by individual meters. These meters comply with Accuracy Standard CEI 62053-21 Class 1.

For colocation racks, a basic package is included each month and if the latter is exceeded, the surplus is invoiced according to the price per kwh indicated in the Agreement.

The index reading from the individual meters is conducted by Win when the Equipment is commissioned and on the first working day of each subsequent month, throughout the duration of the execution of the Agreement.

The Client may be present when the above index readings are taken if he submits a request to Win.

The price, for which Win invoices for energy is determined according to the actual costs borne by Win, including but without this list being exhaustive: the purchase price for energy, together with transport, production, distribution, cooling, security costs (UPS), taxes, subscriptions and various contributions, etc.

The price components represent an index set unilaterally by Win and known as "Energy price/ kwh".

When each order is placed, for which a power supply is necessary, the current value of the energy price will be indicated in the contract (or COF).

The price per Kwh may be reviewed each quarter according to the following formula:

$$\text{Energy price} = \text{Price (base)} \times \text{Belpex index (quarter)} / \text{Belpex index base}$$

In which:

"Energy price" is the price paid by the Client for the relevant quarter;

"Basic price" is the basic price fixed when the order is placed;

"Belpex index (quarter)": is the Index for the relevant quarter and

"Belpex (base)" is the known index when the order is placed.

The Belpex index can be consulted on the following website: www.creg.be

Right of retention

If an outstanding amount is owed to Win by the Client, the latter shall grant, irrevocably and until all amounts owed to Win are paid in full, a contractual right of retention for the goods stored by the Client with Win, even if the Client disputes whether he is liable for all or part of this amount.

Continuity of service

Win may, at any time, implement any internal organisation measure that may be useful for continuity of service, including but without this list being exhaustive: any changes to access codes, access for users and their names, call/login numbers, login procedures, maintenance/infrastructural work, any technical and/or procedural changes, etc.

Consequences resulting, directly or indirectly, from the said measures shall

not result in any entitlement to compensation on the part of the Client.

Protective measures

The Client agrees to take any measures that are necessary for the preservation, safeguarding and protection of its files and data against any form of attack, including but without this list being exhaustive, any loss, deterioration, modification, etc.

The Client agrees to take all measures required for the protection and security of his infrastructure and goods stored by Win and security of its infrastructure and property given to Win for storage.

3.6. NETWORK SECURITY SOLUTIONS

Win does not guarantee that the Solutions provided will meet the requirements of the Client, nor that they will make it possible to guarantee protection against all threats.

Win shall not accept any obligations of any nature and, in particular, for the correction of disruption caused by:

- Poor installation by the Client of the Solutions;
- Modifications made by the Client to the Solutions;
- Use of the Solution in a way that is incompatible with the existing documentation or suggestions and instructions of Win (for example, regarding the need to update the Solution).
- The combination of Solutions with equipment or software that are not approved by Win;
- Failure by the Client to use the Solutions according to the applicable regulations or directives issued by any competent authority (such as the Centre for Cyber Security Belgium).

Unless agreed otherwise, the Customer will establish its own IT security policy without the involvement of Win. Win will only act in order to implement the policy defined by the Customer, based on the accesses granted and the information shared with the Customer. Win cannot then be held liable for any shortcomings or the inappropriate nature of this policy in the context of the services provided for the benefit of the Customer. Win will also only provide services in response to the instructions issued in advance by the Customer. Consequently, there is no obligation for Win to be proactive, in particular in terms of identifying or dealing with any security shortcomings.



IV. FINAL PROVISIONS

4.1. Addresses/correspondence

For the execution of the Agreement, provided the sending of mail can be justified, the Parties shall send their notifications to the addresses mentioned in the Agreement.

The other Party must be informed of any change of registered office or place of business by registered letter and this change will become permanent within a period of fifteen (15) calendar days after this letter is sent.

4.2. Interdependence

The cancellation or invalidity of one or more articles of the Agreement or these terms and conditions shall not affect the validity of all other articles or the validity of the Agreement or these terms and conditions in their entirety.

In the event of the cancellation, invalidity or unenforceability of a provision of a provision of the Agreement or these terms and conditions, the Parties shall negotiate in good faith with the aim of replacing it with a provision that will have, as far as possible, the same effect as the invalid or inapplicable provision.

4.3. Primacy of texts and interpretation

The Agreement shall take precedence over these terms and conditions.

In the event of any difficulty affecting the interpretation of these terms and conditions, the provisions intended for a particular situation shall prevail in relation to the general provisions.

The Agreement and these terms and conditions shall contain all commitments of the Parties, and any correspondence, offers or proposals after the signature of these documents shall be considered null and void.

The Agreement and these terms and conditions are intended to govern, in a general manner, relations between the Parties.

4.4. Cooperation with judicial and administrative authorities

Win may be called upon, according to the applicable legislation, to cooperate with the judicial and administrative

authorities and respond to their injunctions.

In this case, Win may be called upon to provide information concerning the Client and/or interrupt the provided service, without the Client being entitled to claim any compensation.

4.5. Addendum

No modification of the Agreement or these terms and conditions can be made without an addendum written and signed by the Parties.

In the absence of this addendum, the absence of any reaction to actions or omissions contrary to the requirements of the Agreement or these terms and conditions shall not, in any way, be considered an approval.

4.6. Bankruptcy, judicial reorganisation, etc.

In the event of bankruptcy, judicial reorganisation proceedings, liquidation or suspension of payments by one of the Parties, the other Party may cancel the Agreement without delay, by registered mail.

4.7. Competent courts and applicable law

At the discretion of Win, the Commercial Court territorially competent to hear any disputes between the Parties shall be the court located in Namur, Liège or Charleroi.

Belgian law shall apply exclusively to any dispute between the Parties.

4.8. Legal notices

Newin S.A., abbreviated to Win S.A., Parc Industriel des Hauts Sarts, 2è Avenue, 65 à 4040 Herstal, BCE N° 0810.473.996.