



1 General terms and conditions v.2025.01

Content

1	Definitions	2
2	The contractual framework	2
2.1	Formation of the Contract.....	3
2.2	Priority rule	3
2.3	Subsequent versions of the general and specific terms and conditions	4
3	Prices and invoicing	4
3.1	Prices.....	4
3.2	Payment of invoices	4
3.3	Periodic price reviews.....	4
4	Liability.....	6
4.1	General principles	6
4.2	Easi's liability.....	7
5	Termination of the Contract.....	7
6	Third-party hardware and software.....	9
7	Consultancy Services.....	10
7.1	Performance of Services	10
7.2	Contestation of Consultancy Services	11
8	Cloud environment.....	11
9	Confidentiality	11
10	Prohibition on hiring Easi staff or subcontractors	13
11	Assignment of the Contract.....	13
12	Intellectual property and image rights.....	14
12.1	Intellectual Property.....	14
12.2	Image rights.....	14
13	Severability clause.....	14
14	Settlement of disputes, jurisdiction and address for sending correspondence.....	14

1.1 Definitions

Additional costs	Additional costs include travel, parking and accommodation expenses for Easi employees.
Breach	The term Breach refers to the failure by one of the parties to comply with all or part of its contractual obligations, including the obligation to pay.
Cloud	Space that can be rented by the Customer in Easi's "Cloud" infrastructure to host software packages and other software, whether developed by Easi or by third parties for whom Easi acts as a mere intermediary. The Customer will be able to access the rented space remotely.
Confidential information	<p>Any information of a commercial, technical, strategic or financial nature relating to each of the parties, or to the group of companies of which they are one of the components, or form a part of, to their customers, to their commercial partners, or to their employees, obtained by one party from the other party, disclosed to the other party or discovered by it during the negotiation and performance of the Contract, whatever its form (verbal, electronic, paper, etc.), and which a person could reasonably expect to remain confidential.</p> <p>Confidential Information includes, but is not limited to, information relating to products, operations, processes, plans or intentions, developments, projects, trade secrets, know-how, design rights, market opportunities, personnel members, suppliers, customers, methodologies, and commercial and financial plans.</p>
Contract	Refers to the contract signed by the parties, including any annexes thereto, these general terms and conditions and any specific terms and conditions.
Intellectual Property Rights	Means all Intellectual Property Rights, including, but not limited to, patents, trademarks, copyrights, inventions, trade secrets and know-how, as well as all rights to designs and models, databases, programs and computer data. As well as all intangible rights relating to the foregoing, in all cases worldwide, whether registered or not; and including all approved registrations and requests for registration, renewal or extension.

1.2 The contractual framework

The contractual relationship between Easi and the Customer is governed by the contractual documents, i.e. the Contract and any annexes thereto, these general terms and conditions and any specific terms and conditions.

The Customer's general or specific terms and conditions shall only apply in whole or in part if Easi has expressly agreed to them in writing before the Contract is concluded.

None of the clauses in the contractual documents binding the parties may be unilaterally amended, deleted or supplemented by either party without the prior written consent of the other party, with the exception of what is provided for in Article 2.3. The possibility of renegotiating the said documents in order to adapt them or terminate them in the event of the conditions set out in Article 5.74 of the Civil Code being met is excluded.

1.2.1 Formation of the Contract

Easi shall send the Customer an offer specifying some of the main terms of the future Contract, acceptance of the offer by the Customer shall not constitute a Contract.

Once these main terms have been accepted by the Customer, Easi shall send the Customer a Contract proposal setting out all the terms and conditions, together with any other contractual documents.

Unless otherwise agreed, the terms and conditions set out in the Contract proposal shall be binding on the Parties as soon as they have been unconditionally accepted in writing or electronically by the Customer within two months of the proposal being sent, this period being reduced to two weeks for hardware and third-party software.

Electronic signatures that meet the requirements of the eIDAS Regulation (Regulation (EU) No. 910/2014), in particular advanced electronic signatures as defined in Article 3.11° thereof and qualified electronic signatures as defined in Article 3.12° thereof, shall, in accordance with Article 5.30 2° of the Civil Code, have the same evidential value as an original paper copy with a handwritten signature. The same shall apply to digitised contracts, even if only the signature page is digitised, and to any other contractual document sent by e-mail in PDF format.

Proof of the conclusion of the Contract may also be established by an e-mail sent by the Customer to Easi, by which the Customer informs Easi of its unconditional and unreserved acceptance of the Contract proposal and other contractual documents formulated by Easi.

By entering into the Contract, the Customer acknowledges that he/she has effectively read these contractual documents and irrevocably accepts that his/her relationship with Easi shall be governed by such documents, which cancel and replace any other terms, conditions, agreements, stipulations, correspondence and/or previous agreements.

1.2.2 Priority rule

In the event of any contradiction between certain clauses of the contractual documents applicable between the parties, **the rule of priority** shall be, in order, as follows:

- * the Contract;
- * any annexes to the Contract;
- * any specific Easi conditions
- * the personal data processing agreement (hereinafter referred to as the "DPA")
- * Easi's general terms and conditions
- * the Customer's specific or general terms and conditions, subject to Easi's prior agreement as referred to in the second sub-paragraph of Article 2 above.

1.2.3 Subsequent versions of the general and specific terms and conditions

Each subsequent version of these terms and conditions shall be deemed to be irrevocably accepted by the Customer unless the Customer expresses its refusal within one month from the date (i) on which it is sent to the Customer by Easi or (ii) on which Easi informs the Customer by e-mail that the new version has been published on its website www.easi.net, it being understood that, in the event of refusal, the general terms and conditions applicable on the date of signature of the Contract or the latest version of the said terms and conditions accepted by the Customer shall continue to apply to the relationship between Easi and the Customer.

1.3 Prices and invoicing

On acceptance of the Contract, the prices and rates stipulated in the Contract and the corresponding invoicing terms and conditions shall enter into force.

1.3.1 Prices

All amounts indicated in offers and contracts are in euros and exclude VAT.

Additional Costs are never included in the prices and rates and are therefore invoiced extra by Easi to the customer.

1.3.2 Payment of invoices

Principle - Easi invoices are payable within thirty days of the date of issue and without discount.

Any invoice that is not contested by the Customer by means of a reasoned letter sent to Easi within thirty days of the date of issue shall be deemed to have been definitively and irrevocably accepted by the Customer, who may therefore no longer contest it at a later date for any reason whatsoever.

Any unpaid invoice that has not been contested by the due date shall automatically and without formal notice be subject to interest at the rate set under the Act of 2 August 2002 on late payment in commercial matters, from the due date until full payment, together with a fixed penalty equivalent to 10% of the unpaid part of the invoiced amount.

In the event of non-payment of a due invoice within one month of formal notice being sent, Easi shall be entitled to automatically suspend the execution of all deliveries, services, hosting services and access to software, in particular via the Cloud, until the date of full payment, in accordance with Articles 5.83, 5.98 and 5.239 of the Civil Code, without prejudice to the Customer's obligation to fulfil its commitments.

In the event of non-payment of a due invoice within two months of formal notice being sent in accordance with Article 5.83 of the Civil Code, Easi shall also be entitled to terminate the Contract on the grounds of the Customer's breach in accordance with Articles 5.92 and 5.93 of the Civil Code, and to demand payment of compensation calculated on the basis of the same parameters as those for the compensation referred to in Article 5.6.

1.3.3 Periodic price reviews

For Belgium :

The amounts invoiced to the Customer under contracts whose performance extends over several financial years shall be automatically revised by Easi on 1 January of each year on the basis of the following formula:

$$M_a = M_i \times S/S_0$$

Where :



Ma = revised price

Mi = initial price

S = Index, from November of the year preceding that of the reviews, of reference wage costs for digital companies, recognised by the Federal Public Service Economy, SMEs, Self-employed and Energy, published by Agoria.

S0 = Index referred to in the previous paragraph from November of the year preceding the conclusion of the Contract.

Non-revision on the annual date shall not imply waiver of its application during the year or on subsequent annual dates.

For Luxembourg :

The amounts invoiced to the client under contracts whose execution extends over several fiscal years will be automatically revised by Easi on January 1st of each year based on the following formula:

The amounts invoiced to the Customer under contracts whose performance extends over several financial years shall be automatically revised by Easi on 1 January of each year on the basis of the following formula:

$$Ma = Mi \times S/S0$$

Where :

Ma = revised price

Mi = initial price

S = Index from November of the year preceding that of the reviews, of the national consumer prices (IPCN), published by STATEC (Institut national de la statistique et des études économiques du Grand-Duché de Luxembourg).

S0 = Index referred to in the previous paragraph on January 1st 1948 (base 100), published by STATEC.

Non-revision on the annual date shall not imply waiver of its application during the year or on subsequent annual dates.

For France :

The amounts invoiced to the client under contracts whose execution extends over several fiscal years will be automatically revised by Easi on January 1st of each year based on the following formula:

The amounts invoiced to the Customer under contracts whose performance extends over several financial years shall be automatically revised by Easi on 1 January of each year on the basis of the following formula:

$$Ma = Mi \times S/S0$$

Where :

Ma = revised price

Mi = initial price

S = Index from November of the year preceding that of the reviews, of consumer prices published by INSEE (Institut national de la statistique et des études économiques de la France).

SO = Index referred to in the previous paragraph from November 2015 (base 100 in 2015) for all households excluding tobacco, published by INSEE.

Non-revision on the annual date shall not imply waiver of its application during the year or on subsequent annual dates.

For the Netherlands :

The amounts invoiced to the client under contracts whose execution extends over several fiscal years will be automatically revised by Easi on January 1st of each year based on the following formula:

The amounts invoiced to the Customer under contracts whose performance extends over several financial years shall be automatically revised by Easi on 1 January of each year on the basis of the following formula:

$$Ma = Mi \times S/SO$$

Where :

Ma = revised price

Mi = initial price

S = Index from November of the year preceding that of the reviews, of consumer prices (CPI), published by CBS (Centraal Bureau voor de Statistiek).

SO = Index referred to in the previous paragraph from November 2015 (base 100 in 2015), published by CBS.

Non-revision on the annual date shall not imply waiver of its application during the year or on subsequent annual dates.

1.4 Liability

Liability for the proper performance of the Contract shall rest partly with Easi and partly with the Customer and its IT infrastructure. This article sets out some of the principles of this shared liability and some of its limitations.

1.4.1 General principles

Conformity and compatibility - The Customer expressly declares that they have received from Easi all information enabling them to make a fully informed choice of the hardware, software and/or services ordered. The Customer acknowledges that it has received all information relating to the capabilities and limitations of the hardware, software and/or services ordered and has ensured that they meet its requirements and the use it wishes to make of them.

Easi warrants that the hardware, software and/or services ordered comply in all essential respects with the description that the Customer acknowledges having received. It does not warrant that they meet all the requirements and needs of the Customer, who shall be solely responsible for ensuring this, in particular by asking all necessary questions on the basis of information received by Easi.

Compatibility with the Customer's Infrastructure and Software - Unless expressly assigned to Easi in writing by mutual agreement, the Customer shall be solely liable for ensuring that its hardware, IT infrastructure and software are compatible with the hardware, software and/or services being ordered, it being understood that the cost of any developments that would need to be created and any services that would need to be provided by Easi or third parties in order to identify and attempt to resolve any incompatibility shall be borne solely by the Customer.

1.4.2 Easi's liability

Timescales - The timescales for delivery of supplies, software or performance of services set out in the Agreement are indicative. Easi undertakes to make every effort to meet these deadlines, but failure to do so shall not give rise to any compensation whatsoever or to termination of the Contract, subject to the provisions of the following sub-paragraph.

Where a strict deadline has been expressly stated in the Contract and this period has expired, the Customer shall be entitled to give Easi formal notice to perform its obligations within a reasonable period of time appropriate to the circumstances. If Easi fails to perform within such reasonable period, the Customer may request termination of the Contract. No compensation may be claimed by the Customer from Easi if Easi has performed its obligations before expiry of this period or if Easi is not entirely responsible for exceeding this period or if this is due to force majeure. Any damages for exceeding this reasonable deadline may not exceed a total amount of €25,000 for the entire duration of the contract, except in the event of fraud or wilful misconduct on the part of Easi or its agents.

Development or Services - The Customer accepts that it is impossible in the IT sector to respond to all the wishes expressed on all occasions and, in particular, to find a solution to every problem posed, such that in the context of agreements relating to service assistance or Specific Development, Easi shall only be bound by a best-efforts obligation, unless expressly agreed otherwise in writing.

Force Majeure and other events not attributable to Easi - Easi shall not be liable for any damages arising from any failure or, where a strict deadline has been agreed, any delay in the performance of its contractual obligations, if the cause of such failure or delay is not attributable to Easi, such as, for example, an act of God or force majeure including, without limitation, floods, fires, embargoes, epidemics, wars, riots, strikes, acts of (cyber)terrorism or a failure attributable to its own suppliers, to the customer or to other suppliers of the customer.

If the duration of one of the causes referred to in the previous sub-paragraph exceeds three months, the parties shall enter into negotiations on a possible adaptation of the terms and conditions of performance of the Contract, taking account of the circumstances. If no agreement is reached at the end of these negotiations, either party may notify the other of its decision to terminate the Contract, and all invoices issued by Easi for deliveries and services carried out up to the date of such notification must be paid by the Customer, without prejudice to any damages owed by the Customer to Easi if the cause of the failure or delay is attributable to the Customer.

Limitation of liability of the parties - To the extent permitted by law, any breach by either party shall be governed exclusively by the Contract and, in addition, by contract law, to the exclusion of extra-contractual liability, whether or not the breach is in tort. Without prejudice to the foregoing and subject to the provisions of Article 5, the liability of each party in connection with the performance of the Contract shall be limited to direct damages to the exclusion of all indirect damages, such as, in particular, loss of profit, the cost of services provided by the Customer's personnel, increased overheads, disruption of planning, costs relating to stoppage or delay, loss or alteration of data, as well as loss of profit, goodwill or savings expected by one of the parties.

In any event, any damages owed by Easi to the Customer shall be limited to the total amount of 50% of the price fixed by the Contract, excluding that of third party hardware and software, which shall not be taken into account in calculating the limit of damages.

Within the limits of the law, any action for extra-contractual liability due to a breach of contract committed by an employee or an auxiliary person shall be excluded, whether or not it is of a tortious nature.

1.5 Termination of the Contract

1.5.1. Performance and unilateral termination of fixed-term Contracts - Where the Contract has been entered into for a fixed term, it must be performed until its end, subject to what is specified below.

The Customer shall be entitled to unilaterally terminate the Contract and therefore terminate it early subject to prior payment to Easi of the termination compensation calculated on the basis of the parameters defined in Article 5.6, the termination only being effective and therefore final on the date of the payment in full of such compensation.

1.5.2 Performance and unilateral termination of Contracts of indefinite duration - Where the Contract has been entered into for an indefinite duration, each party shall be entitled to terminate it subject to compliance with the notice period provided for in the Contract, or, failing such a period, three months' notice, subject to the following.

The Customer shall be entitled to unilaterally terminate the Contract without notice or by giving less notice than the agreed notice period subject to prior payment to Easi of the termination compensation calculated on the basis of the parameters defined in Article 5.6, the termination being effective and therefore final only on the date of payment in full of such compensation.

1.5.3. Performance and unilateral termination of Contracts for defined one-off work - The principles applicable are the same as those applicable to fixed-term Contracts, the term of the Contract being that of the date notified by Easi as being that of the completion of the work entrusted by the Customer.

1.5.4. Termination of Contracts for Breach of Contract - Each party shall be entitled to declare and notify the immediate termination of the Contract on the grounds of the other party's breach in the event of a serious Breach of Contract attributable to the latter, subject to compliance with the contractual clauses and Articles 5.83, 5.231, 5.232 and 5.233 of the Civil Code.

In particular, the following are considered as justifying termination in accordance with Article 5.90 of the Civil Code:

*non-payment of one or more of EASI's invoices within two months of formal notice being sent;

*the Customer's refusal, without serious justification, to move on to the Go-live phase enabling the Easi Software Package to become operational;

* breach of confidentiality clauses ;

* infringement of intellectual property rights;

*a breach of the prohibition on employing an Easi employee or sub-contractor.

The parties expressly agree that termination of the Contract for a serious breach by one of the parties shall take effect on the date of notification, with Article 5.6 applying.

1.5.5. Bankruptcy - judicial reorganisation - notification of insolvency - The Contract shall be terminated automatically in the event of the bankruptcy of one of the two parties and, in the event of judicial reorganisation proceedings, if the party concerned has not remedied its failure within a period of fifteen days from the date of the formal notice sent by the other party in accordance with Article XX.56 §1 sub-paragraph 2 of the Code of Economic Law. Easi shall also be entitled to notify the Customer of the out-of-court termination of the Contract as soon as the Customer informs Easi in writing of its definitive and certain financial inability to pay its invoices.

1.5.6. Compensation for Unilateral Termination or Termination for breach of Contract - In the event of the Customer unilaterally terminating a Fixed-Term Contract or a Contract for Defined Work before the end of its term, or in the event of the Customer terminating a Contract of Indefinite Duration without notice or with insufficient notice, the Customer shall owe Easi compensation which shall include (i) the cost of supplies and equipment already ordered by Easi from its suppliers, (ii) licence, maintenance and rental fees already invoiced, (iii) other costs incurred by Easi and amounts due to Easi for any services performed between acceptance of the Contract and its unilateral termination, and (iv) a lump sum compensation for loss of profit equivalent to 30% of the price of supplies and equipment covered by the Contract not yet ordered by Easi from its suppliers, 50% of the amount of the agreed services that Easi could have invoiced to the Customer if the Contract had been carried out to term and 100% for licence, maintenance and hosting fees for which notice was not given in time (hereinafter referred to as the Compensation).

In the event of notification by one party to the other of the termination of the Contract on the grounds of the latter's breach, the latter shall owe the former compensation which, if owed by the Customer to Easi, shall be calculated on the basis of the same parameters as those defined in the previous sub-paragraph.

In the event that a party notifies the other party of the termination of the Contract on the grounds of the latter's breach without the alleged Breach being sufficiently serious and persistent to justify it, it shall owe the other party compensation which, if owed by the Customer to Easi, shall be calculated on the basis of the same parameters as those defined in the first sub-paragraph of this article.

1.5.7. Consequences of termination, cancellation or expiry of the Contract

Termination, cancellation and expiry of the Contract shall automatically and by operation of law result in the cancellation of any other contract concluded between the parties, and vice versa, where they have expressly linked the fate of the Contract to the fate of the other contract, and vice versa, in accordance with Article 5.142 of the Civil Code; in the event of unilateral termination of the Contract at the Customer's initiative or in the event of termination of the Contract on the grounds of the Customer's breach, the Customer shall owe Easi, for each of the other Contracts terminated on the basis of this clause, compensation calculated on the basis of the parameters defined in Article 5.6.

1.5.8. Survival of certain clauses beyond term – Contractual clauses relating to Confidentiality, Data Security, Data Protection, Intellectual Property, prohibitions on the employment of Easi staff and/or sub-contractors and limitations of warranties and liability, as well as any clause providing for a period exceeding the duration of the relationship between the parties, shall remain applicable without limit in time after the relationship between the parties has come to an end for any reason whatsoever, including in the event of cancellation, resolution or termination of the Agreement.

1.6 Third-party hardware and software

The following are the basic principles applicable to the contractual relationship between the Customer and Easi when Easi is acting as a supplier of third party hardware or software.

Installation costs – The cost of installing computer hardware and standard software is not included in the price agreed for their supply. Failing a specific agreement, these costs will be invoiced at the rate applied by Easi for this type of service.

Acceptance check on delivery of hardware – The Customer shall check on delivery that the packages delivered correspond to the packages mentioned on the consignment note or packing list, it being understood that failing any written comment on this point to the carrier on delivery, all packages mentioned in these documents shall be deemed to have been delivered, without redress or remedy against Easi.

Upon delivery of the goods ordered, the customer must check that there is no apparent damage to the goods or their packaging. If any of the goods delivered are found to be damaged, the Customer must refuse delivery by the carrier, failing which the goods shall be considered to have been delivered in good condition, without redress or remedy against Easi.

After delivery of the goods, the Customer shall promptly examine the goods in greater detail to detect any apparent defects that could not reasonably be detected by opening the packages at the time of delivery. The Customer must inform Easi, in writing, within eight calendar days of delivery, of any apparent defects discovered after delivery. The absence of a complaint within this period shall be deemed to constitute approval of the goods delivered and waiver of the right to invoke any apparent defects.

Hidden defects or malfunctions in hardware and software – In the event of the discovery of hidden defects or malfunctions affecting the goods delivered after their installation, the Customer shall notify Easi in writing within 3 days of such discovery, giving as many details as possible as to the nature of the defect or malfunction found.

The Customer shall cease all use, handling, implementation and/or installation of the goods delivered. The Customer shall provide all assistance necessary to investigate the complaint. If the Customer fails to provide such assistance or if, for any reason not attributable to Easi, it is not or is no longer possible to investigate the complaint made, the complaint shall be dismissed and the Customer shall not be entitled to seek redress or remedy from Easi. In such case, Easi shall invoice the Customer for the costs and services incurred as a result of the complaint and its consequences.

Warranty - Provided that the installation has been entrusted to Easi, Easi grants the Customer the same hardware and software warranty terms and conditions as those granted by its own supplier, as attached to the Contract proposal.

Easi shall not be held liable for any warranty, in particular **(1)** if the claims it has against the Customer have not been paid in full, **(2)** if the Customer has made or caused any third party to make any modifications, adaptations or repairs to the goods delivered, **(3)** if the Customer has used the goods for purposes or in ways other than those for which they were designed, **(4)** if the goods have been subjected to inappropriate treatment or maintenance, or **(5)** in the event of normal wear and tear.

The warranty does not cover damage and malfunctions that do not constitute a manufacturing defect, and in particular those that are attributable to **(1)** the customer's negligence in protecting, using and/or maintaining the equipment, **(2)** the electrical installation or power supply, **(3)** the displacement of the hardware **(4)** or any other accidental cause such as fire or water damage.

If the warranty claim is justified, Easi's services will not be invoiced if the problems giving rise to the warranty claim result from an event for which Easi is entirely liable and which is covered by this warranty.

The warranty only covers the repair or exchange of parts found to be defective. Any other services carried out by Easi in order to resolve problems, whatever they may be, shall be invoiced to the Customer at the current rate.

Back-to-back - The Customer acknowledges that Easi acts only as an intermediary in the sale, installation and maintenance of third party standard hardware and software. The Customer acknowledges that the specifications and clauses of the contract between Easi and its own supplier as set out in the annexes containing the technical specifications of the hardware and software in question apply in full.

Ownership - Ownership of the hardware and the right to use the standard software shall not pass to the Customer until the relevant invoices have been paid in full. Until such time as full payment has been made, Easi shall remain the owner of the hardware and media delivered and the sole owner of the rights to use the standard software supplied.

As long as the Customer is not the owner of the equipment delivered, he/she shall be its custodian and shall be responsible for insuring it against all risks whatsoever, in particular theft, fire and water damage; he/she may not transfer it, make it available to third parties in any form whatsoever, or pledge it, without Easi's prior written agreement. Furthermore, in the same circumstances, the Customer shall notify Easi within twenty-four hours of any seizure of the equipment delivered and of any other claims whatsoever made by third parties on all or part of it.

1.7 Consultancy Services

This clause relates to the provision of consultancy services, hereinafter referred to as the 'Services', performed by Easi at the request of its customers. The Services include, but are not limited to, Agency Services, Fixed Fee Services and Services performed under an SLA, Co-Sourcing Agreement and/or Managed Services Agreement.

1.7.1 Performance of Services

The agreed Services shall be performed by an Easi employee or sub-contractor.



Easi may replace the employee at any time, without the Customer being able to object, even if the identity of the employee is specified in the Contract.

The Easi Employee shall carry out the assignment under the authority of Easi, taking into account the Customer's instructions and guidelines. Any instructions given by the Customer to the Easi Employee regarding well-being at work, working hours and rest periods, as well as any instructions regarding the execution of the agreed assistance, shall not constitute the exercise of authority within the meaning of Article 31 § 1 of the Act of 24 July 1987 on temporary work, temporary employment and the placing of workers at the disposal of users. The Customer is obliged to provide the Easi employee with suitable premises, equipped in such a way as not to cause any inconvenience or discomfort for the normal performance of the agreed assignment.

1.7.2 Contestation of Consultancy Services

If the Customer is dissatisfied with the assistance provided by an Easi employee, he/she must notify Easi in writing as soon as possible and at the latest within one month of the invoice date of the service which gave rise to the dissatisfaction, so that Easi can take all appropriate measures in the event that it considers that the reason for the dissatisfaction is justified. In such case, Easi shall have the option of assigning the Customer's assistance to another member of staff, or terminating such assistance without being required to pay any compensation whatsoever.

If the Customer notifies Easi of their dissatisfaction after the expiry of the period referred to in the previous subparagraph, they shall forfeit their right to dispute the invoices for the services of the Employee concerned, and shall therefore be obliged to pay them.

1.8 Cloud environment

Easi offers its customers the option of managing their IT environment in its own Cloud infrastructure, currently known as Cloud2be.

Infrastructure - The infrastructure and in particular the servers are installed by Easi in a secure location (data center) of its choice, in which it has its own racks and servers. Easi shall be entitled to transfer this infrastructure to any other secure building of its choice, without such transfer entitling the Customer to terminate the Contract without observing the agreed notice period.

The Customer shall remain the owner of its personal data stored on Easi's facilities and shall be entitled to remotely access or retrieve such data at any time in a format to be agreed between the Parties.

Availability - Easi guarantees infrastructure availability of 99.75% per month, excluding planned maintenance and interruptions not attributable to Easi (including network interruptions related to Internet Service Providers).

Communication between the Cloud infrastructure and the Customer's hardware - It is the Customer's responsibility to ensure that he has the necessary and sufficient bandwidth to access the Cloud infrastructure via the Internet. The costs of communication between the infrastructures made available to the Customer and the equipment of the users authorised by the Customer are not included in the fee and shall be borne by the Customer.

1.9 Confidentiality

Confidentiality is an essential and indispensable component of the relationship between Easi and the Customer and one of the keys to its success, whatever the services offered. This article sets out the rules and commitments relating to confidentiality.

In general :

Each party undertakes to respect its obligation of confidentiality with regard to the Confidential Information of the other party and, in particular,

- (i) to use it only to the extent necessary for the performance of its obligations under the Contract;
- (ii) to implement the necessary security measures for the protection of Confidential Information equivalent to those it applies to its own confidential information; and
- (iii) not to disclose it to third parties.

Each party shall, however, be entitled to disclose the other party's Confidential Information to its employees, representatives and outside advisors who need to know such information in connection with the entering into, performance or termination of the Contract. Each party guarantees that the recipients of the Confidential Information of the other party are bound by obligations of confidentiality at least as strict as those imposed on the parties by this article.

No party shall be obliged to comply with any obligation under this Article:

- a) if the other party gives its prior written consent to the use and/or dissemination of its Confidential Information;
- b) with respect to Confidential Information which, independently of a breach of this Article, is in the public domain;
- c) if it can demonstrate that the information disclosed was obtained from a third party who had the right to disclose it without any restriction;
- d) if it can demonstrate that the information was independently developed by or for it by persons who did not have knowledge of or access to the other party's Confidential Information; or
- e) if it is required, under applicable law or a decision of a court or competent public authority, to disclose the Confidential Information of the other Party.

Where applicable, the party referred to in the previous paragraph, on whom the obligation to disclose the Confidential Information of the other party is imposed, shall consult the latter on the conditions, content and timing of the disclosure, provided that the legal provision, the competent court or the public authority so permits.

The obligations set out in this section shall enter into force on the date of signature of this Contract and remain in force after the end of any collaboration with Easi for a period of three (3) years.

In the event that the collaboration between the Parties is terminated for any reason whatsoever, the receiving Party shall be required to return to the disclosing Party all files, notes and other written, printed or tangible documents in its possession relating to the Confidential Information, immediately upon request by the disclosing Party.

However, an exception is made for that part of the information which (i) must be retained by law or/and for the sole purpose of identifying and maintaining its obligations under this Contract, or (ii) is temporarily and passively retained due to automatic backup procedures.

In the event of a breach of this Article by a Party, it shall be liable to the other Party for a minimum fixed indemnity of EUR 50,000.00, without prejudice to its right to claim a higher indemnity corresponding to its actual loss, without the maximum amount of the liability of the Party in breach, however, being able to exceed EUR 1.500,000.00 euros, subject to the burden of proof, and without prejudice to its right to bring any other action against the party in breach or any third party with a view to putting an end to the disclosure and/or use of the Confidential Information. The Parties also reserve the right to file a complaint.

Processing of personal data - The Parties agree that the information transmitted during the performance of the contract may contain Personal Data. This data shall be processed by Easi in its capacity as Data Processor, in compliance with the applicable legislation regarding the GDPR, namely European Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data as well as the Act of 30 July 2018 on the protection of individuals with regard to the processing of personal data.

In order to specify the obligations of the Parties in accordance with the aforementioned applicable regulations, a personal data processing agreement shall be concluded between the Parties.

In particular, Easi undertakes to implement and maintain various appropriate administrative, physical and technical protection measures to ensure the protection of the security, confidentiality and integrity of the Customer's Personal Data.

Possibility for Easi to mention the Customer as one of its references - The Customer authorises Easi to mention the Customer as one of its customers in all its communications, presentations and commercial or other advertising, this authorisation covering in particular the Customer's company or business name, whether or not accompanied by its logos or other known symbols.

1.10 Prohibition on hiring Easi staff or subcontractors

Easi devotes significant resources to the ongoing training of its staff and sub-contractors so that they can excel in their work with customers. One of the key elements of Easi's willingness to enter into a relationship with a customer is the customer's undertaking not to poach. The rules and terms of this commitment are set out below.

The Customer, for whom Easi has carried out or is carrying out services, undertakes not to employ or entrust services, directly or indirectly, under any status whatsoever, personally or through an interposed natural person or legal entity, to a member of Easi's staff or to one of Easi's subcontractors.

A member of Easi's staff or Easi's sub-contractor means any person who performs or has performed services for Easi, or for one of the companies belonging to the same group as Easi, whether as an employee, director or independent sub-contractor, and who has worked for the Customer, as well as any person so defined who has not worked for the Customer but who has the same profile as the person who has worked for the Customer. This includes any person who is still active at Easi, or within one of the companies belonging to the same group as Easi, or who has been active within the last year prior to being hired by the Customer, directly or indirectly, or through an intermediary, and under any status whatsoever.

The Customer shall respect these commitments both during the performance of the Contract and for a period of two years from the date of the end of the contractual relationship between Easi and itself, even if this period expires after the expiry of the eighteen month period referred to in the following sub-paragraph.

The Customer shall also respect them for a period of eighteen months from the date of the end of the contractual relationship between Easi and the member of its staff or its sub-contractor, even if this period ends after the expiry of the two-year period referred to in the previous sub-paragraph.

In the event of failure to comply with this commitment, the Customer shall owe Easi compensation equivalent to twenty-four times the monthly cost borne by Easi in return for the services of the member of its staff or its subcontractor engaged by the Customer, the monthly cost being fixed by reference to the average of the months, not exceeding one year, preceding the end of the contractual relationship between Easi on the one hand, and the member of its staff or its subcontractor on the other. This compensation is fixed without prejudice to the possibility for Easi to claim payment of other amounts, in particular in the event that its damage is higher, by waiving the fixed price and concretely establishing the parameters of its damage.

However, the Customer shall not be liable to pay such compensation if it terminates any relationship with the person engaged by it within fifteen days of Easi notifying the Customer of the breach of this non-poaching clause.

1.11 Assignment of the Contract

The Customer may not under any circumstances, without Easi's prior written consent, transfer all or part of the rights and obligations arising from the Contract between the Customer and Easi to one or more third parties. Any transfer made without the prior written agreement of Easi shall not be enforceable against Easi.

1.12 Intellectual property and image rights

The provisions of this article are designed to encourage innovation and guarantee mutual respect for creations and ideas, as well as to ensure fruitful collaboration between the contracting parties that respects Intellectual Property Rights.

Easi devotes significant resources to the development of software and its continuous improvement for the benefit of its customers. The provisions set out below are intended to protect these innovations and thereby encourage them for the benefit of software users.

1.12.1 Intellectual Property

The Customer is granted a licence to use the software covered by the Contract, in accordance with the terms and conditions set out in one or more of the contractual documents referred to in Article 2.

The methods, models, descriptions, calculations, specifications and know-how relating to the software and its sources remain the exclusive property of Easi's supplier (software developed by third parties) or Easi (software developed by Easi) and are not made available to the Customer.

As a result, unless otherwise agreed, Easi's supplier or Easi itself shall remain the exclusive owner or holder of a licence to use all the Intellectual Property Rights directly or indirectly linked to it, the software source codes shall never be transferred to the customer, and the intellectual rights of Easi's supplier or Easi itself shall apply not only to the initial software and its source code but also to all their subsequent corrected, adapted or improved versions.

1.12.2 Image rights

The Customer shall not film or record in any way whatsoever any Easi employee, collaborator or sub-contractor, in particular during videoconferences via Teams or other similar vectors, as part of training, coaching or during any other contact, without the prior written authorisation of Easi and the employee, collaborator or sub-contractor concerned.

The Customer shall ensure that this prohibition also applies to members of its staff.

Any unauthorised recording or capturing of images shall constitute a breach of the rules of confidentiality and professional respect. Easi reserves the right to take appropriate action in the event of a breach of this clause, which may include termination of the Contract for Serious Breach by the Customer and recourse to appropriate legal action.

1.13 Severability clause

The invalidity of one or more of the contractual clauses applicable between Easi and the Customer shall not affect the validity of the other clauses. In the event of one or more of the clauses of this document being declared invalid, the parties shall endeavour to replace them with one or more clauses of an equivalent nature that achieve the same objective.

1.14 Settlement of disputes, jurisdiction and address for sending correspondence

The parties shall first endeavour to resolve their dispute amicably.

Any dispute relating to the validity, interpretation, performance or termination of the contract between Easi and its Customer shall be governed by Belgian law and shall fall within the exclusive jurisdiction of the Courts of the place of Easi's registered office.



However, Easi shall be entitled to summon the Customer before the Court of one of Easi's places of business or before the Court of the place of the Customer's registered office, and, in the event of a third-party joinder or an action in warranty, before the Court to which the main action is referred.

Regardless of the Easi place of business with which the Customer is in contact in the framework of the negotiation, signature or performance of the Contract, all correspondence sent by the Customer to Easi by post or by carrier, pursuant to one of the provisions of the Contract as defined in Article 1, must be sent to the address of its registered office in Nivelles; any mail sent by the Customer to another address shall be conclusively deemed to be non-existent and therefore ineffective, unless Easi is entitled to decide otherwise; this clause shall also apply in reverse to the same mail sent by Easi to the Customer, which must be sent to the address of its registered office.