

# Northstone Terms and Conditions of Sale

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## A. General provisions

### 1. Glossary

<b>“Agreement”</b>	refers to an agreement formed validly between OneBonsai and a Customer subject to these Terms and Conditions.
<b>“Consultancy Services”</b>	refers to the consultancy services supplied by OneBonsai to the Customer under the Agreement.
<b>“Customer”</b>	means the person or organisation which orders services or goods from OneBonsai.
<b>“OneBonsai”</b>	is Northstone NA/SA with statutory seat at Belgium, 1030 Schaerbeek, Rue des Coteaux 256 (box 8), and registered with the Belgian Legal Entities Register under nr. 0502.465.839.
<b>“Product”</b>	refers to the on-demand VR software made available to the Customer as set out in the Agreement.
<b>“Project”</b>	alternatively refers to a Solution development project or a project consisting in the delivery of Consulting Services.
<b>“Solution”</b>	means the solution provided by OneBonsai to the Customer under the Agreement.
<b>“Sprint”</b>	refers to an iteration in the Solution development cycle.
<b>“Terms and Conditions”</b>	refer to the terms and conditions stipulated in this document.

### 2. Scope of application

2.1. The following terms and conditions apply to all Agreements and offers pursuant to which OneBonsai delivers services or goods to a Customer.

2.2. These Terms and Conditions always prevail over any of the Customer’s general purchase conditions regardless of the stipulations on the Customer’s order form or any of its documents that may be contrary to these Terms and Conditions.

Modifications to the Terms and Conditions shall be notified to the Customer. The new version of the Terms and Conditions shall become applicable in the absence of any opposition from the Customer at the latest one (1) month after this notification.

2.3. The Terms and Conditions of Sale apply as follows:

- Section A applies to all Agreements and offers;
- Section B applies to Agreements and offers providing for the delivery of VR on-demand services;
- Section C applies to Agreements and offers providing for the delivery of Solution development services.
- Section D applies to Agreements which involve the sale of hardware components.
- Section E applies to Agreements which involve the renting of hardware components.

### 3. Contract formation

- 3.1. Only OneBonsai's firm offer, which has been accepted unconditionally within the offer's validity period, shall be binding upon OneBonsai.
- 3.2. In all other instances, there shall be a valid Agreement only if there is a confirmation of the order, i.e. a written acceptance by OneBonsai of the Customer's order. OneBonsai may decline any order in whole or in part, for any lawful reason whatsoever. Each order shall be deemed to be an offer by the Customer to purchase services or goods subject to these Terms and Conditions.
- 3.3. For the purposes of the Agreement, the Customer is deemed to be an enterprise in the meaning of section I.1.1<sup>o</sup> of the Belgian Code of Economic Law and to possess the relevant know-how in relation to the services being provided.

### 4. Price

- 4.1. The price for the services or goods will be the price indicated in the offer or confirmation.
- 4.2. The price referred to on any document issued by OneBonsai (Terms and Conditions, offer, confirmation, etc...) always excludes VAT and does not include taxes and duties that are directly levied on services or goods. Unless otherwise stipulated, the price does not include the cost of transportation, delivery, or insurance. All taxes, charges, duties, and costs shall be borne by the Customer.
- 4.3. An exceptional increase in the prices of supplies (including but not limited to software licenses) or in the prices that subcontractors charge to OneBonsai entitles OneBonsai to revise its own prices.

### 5. Guarantee

OneBonsai can request the Customer to make an advance payment and/or give a security interest that is adequate for guaranteeing the full payment of the price. Failing to pay this advance or granting this security interest entitles OneBonsai to suspend the performance of its obligations without prior or formal notice.

### 6. Payment

- 6.1. Unless otherwise stipulated, all invoices must be paid in euros within thirty (30) calendar days after they have been issued. By agreeing with these Terms and Conditions, the Customer consents with the communication of invoices by electronic form. An invoice sent per e-mail, or uploaded to an electronic platform shared with the Customer, is considered received on the same day.
- 6.2. Amounts overdue shall attract an additional interest charge, as of the due date, at the interest rate set forth in section 5 of the Belgian Law of 2 August 2002, and this without prior notice and without prejudice to any claim for additional damages or damages for collection costs. Notwithstanding the above, OneBonsai shall be entitled to a lump sum indemnity of 15% on any outstanding amount, with a minimum of 150 EUR.
- 6.3. Any protest of an invoice must be notified by registered letter within ten (10) calendar days from the invoice issue date. In the absence of protest within that period, the invoice shall be deemed accepted by the Customer.

6.4. If OneBonsai has reasonable grounds to believe that the Customer will fail to comply with the applicable payment terms, OneBonsai shall be entitled to postpone or to refuse delivery of an order.

## 7. Hardware

Any hardware equipment ordered through OneBonsai is payable upfront. Upon such a confirmed order, OneBonsai shall invoice the agreed price to the Customer without delay. Items delivered to the Customer shall remain the property of OneBonsai until all outstanding amounts are paid in full.

## 8. Training

8.1. When applicable pursuant to the Agreement, OneBonsai shall provide the agreed training to the Customer. Except where otherwise agreed, the training shall take place at the premises of the Customer.

8.2. Customer will appoint a fixed member of its personnel to liaise with OneBonsai. This person will intermediate any contact between OneBonsai and the Customer's personnel which follows the training. Article 10.2 applies to the training services offered by OneBonsai.

## 9. Support services

9.1. OneBonsai shall provide the support services set forth in the applicable Agreement.

9.2. OneBonsai shall provide the number of man-days of support services ordered. The parties acknowledge that the scope of the support services provided hereunder consists solely of:

- Product maintenance;
- Hardware maintenance;
- Technical remote assistance support.

Product maintenance includes:

- guidance and troubleshooting in connection with the deployment/installation of the Product or Solution;
- basic configuration issues on the supported platforms;
- assistance with new releases of the Product or Solution.

Hardware maintenance includes:

- guidance and troubleshooting in connection with the deployment of the hardware;
- basis configuration;
- installation of drivers;
- replacement of perishables as indicated in the Agreement.

Technical remote assistance support includes:

- help desk assistance regarding the use of the Product or Solution.

9.3. The Customer shall supply in writing to OneBonsai a detailed description of any fault requiring support and the circumstances in which it arose, and shall submit sufficient material and information as requested by OneBonsai including screen shots and log files

to enable OneBonsai's personnel to duplicate the problem. The Customer shall allow OneBonsai sufficient remote access to the Customer's facilities and computer infrastructure to enable diagnosis of the fault. The Customer shall, when required, enable logons or passwords with suitable access permissions for OneBonsai's support personnel.

9.4. The duration of the support services is aligned on the duration of the license rights set forth in article 22 or article 34.

9.5. Additional services outside the scope described under article 9.2, or in the Agreement, are subject to an hourly fee of 75 €.

## 10. Safety

10.1. The Product or Solution may be accessed through third-party display technologies, such as but not limited to virtual and/or augmented reality headsets and displays. The Customer acknowledges that use of such third-party display technologies may cause nausea, or other discomfort, illness, or injury. OneBonsai makes no representation or warranty as to the accessing or use of the Product or Solution using any such third-party display technology. The Customer hereby waives any claim against OneBonsai related in any way to the access or use of the Product or Solution on such third-party display technology.

10.2. The Customer's personnel using the Product or Solution are under the direct authority of the Customer, regardless of the presence and involvement of OneBonsai staff or representatives on a given assignment. It is the Customer's responsibility to ensure that its personnel is properly informed of the safety instructions. This obligation includes implementing hygiene precautions relating to the use of the headsets and controllers.

It is also the Customer's responsibility to set up a safe and secure area where the Product or Solution can be used. The Customer, and its insurer, hereby waives any claim against OneBonsai related to any injury resulting from the use of the Product or Solution by a member of its personnel.

## 11. Liability

11.1. OneBonsai may only be held liable for wilful misrepresentation, or material and intentional breach of the Agreement. Liability claims arising out of the Agreement must be communicated to OneBonsai by registered letter no later than twelve (12) months after the delivery of the services or goods.

11.2. If OneBonsai commits a material breach, its maximum aggregate liability for actual, direct damages shall be limited to the price of the Agreement.

11.3. In any event, OneBonsai is never liable for any special, incidental, punitive, or indirect damages such as but not limited to tort (including negligence), loss of profit, interruption of business activities, loss or corruption of data, damage to equipment, overheads increase, or damage to third parties or third parties' property.

11.4. The Customer shall fully guarantee OneBonsai in any third-party claims.

11.5. The Customer shall, without undue delay, notify OneBonsai of any damage allegedly caused by a service offered by OneBonsai or any risk of such damage.

## 12. Protection of personal data

The obligations of the parties relating to the protection of personal data are defined in the Privacy Statement available at the following url: <https://onebonsai.com/privacy-statement/>.

### 13. Termination

In addition to any other remedies that OneBonsai may have, OneBonsai may terminate the Agreement with immediate effect upon written notice to the Customer, if the Customer:

- fails to pay any amount when due under the Agreement and the default is continuing for five (5) days after Customer's receipt of a written notice of non-payment;
- has not otherwise performed or complied with any obligation under these Terms and Conditions, in whole or in part;
- becomes insolvent, files a petition for bankruptcy or commences or has commenced proceedings relating to bankruptcy or reorganisation.

### 14. Force majeure

14.1. OneBonsai and the Customer shall not be liable for any loss or damage that results from a total or partial failure to fulfil any Agreement owing to events that are beyond their control, such as the forced stoppage of all or parts of its tools and means of production, full or partial strikes, lock-outs, wars, fire, suspension of transportation, supply problems, and in general any event that are deemed to constitute force majeure by the case law of the Belgian courts.

14.2. OneBonsai and the Customer shall be released from their obligations in connection with any part of the Agreement upon the materialisation of such a force majeure event. They shall not bear any damages suffered in connection with such a situation.

### 15. Protection of know-how and confidentiality

15.1. All technical and commercial information exchanged between OneBonsai and the Customer before, during or after the performance of the Agreement are strictly confidential and shall be treated as such by the Customer. Such confidential information shall include, but not necessarily be limited to, all information which is not publicly known regarding the Product, Solution, Project, business, finances, technology, and any other commercially sensitive information of either party regardless of its nature. For the purposes of this article, Customer shall also refer to the parent, subsidiary or affiliate of the Customer.

15.2. When the Customer is granted a license to use the Product or Solution, the Customer is allowed to use confidential information solely for the purpose of operating the Product or Solution. The Customer shall never disclose the confidential information to related entities or third parties.

15.3. OneBonsai shall remain the exclusive trade secret holder of confidential information relating to a Product, Solution or Project which amounts to a trade secret in the meaning of section I.17/1 of the Belgian Code of Economic Law. Without limitation, this shall at least be the case of the proprietary know-how and methodologies linked with the development of a Product, Solution or Project.

15.4. In case of breach of its confidentiality obligations under this article, The Customer will be held to a lump sum indemnity of 50.000 €, without prejudice of the right of OneBonsai to claim compensation of additional damages.

15.5. The Customer agrees that OneBonsai may include the Customer's name and logo in marketing and promotional material, including the website of OneBonsai.

#### 16. Survival

The obligations of OneBonsai and the Customer under articles 11 and 15 will survive the expiration or termination of the Agreement.

#### 17. Independence

OneBonsai will enjoy full and complete independence in the performance of the Agreement. Any instructions given by the Customer to members of the staff of OneBonsai must remain strictly limited to the operational and technical aspects of the provision of the services, and shall not under any circumstances entail the authority of an employer.

With regard to OneBonsai's employees, the Customer is not authorised to make the following decisions: the remuneration package, disciplinary matters, training, management of attendance and absence from work (holiday, sick leave,...), and dismissal.

#### 18. Non-assignment

Customer may not assign the Agreement nor any order related thereto and Customer may not delegate its duties under the Agreement without OneBonsai's prior written consent.

#### 19. Severability

The nullity or unenforceability of any provision of these Terms and Conditions or of the Agreement shall in no way affect the validity or enforceability of the other provisions and shall never render the legal relationship null or void. The parties agree to make every best effort to replace the invalid or unenforceable clause with a valid clause that has the same or largely the same economic impact as the invalid or unenforceable one.

#### 20. Notices

Any notice under the Agreement shall be in writing (which may include e-mail or upload on a shared electronic platform) and, for physical mail, may be served by leaving it or sending it to the statutory seat's address of the other party in a manner that ensures receipt of the notice can be proved.

The notification details of OneBonsai are the following

- Northstone NV/SA with statutory seat at Belgium, 1030 Schaerbeek, Rue des Coteaux 256 (box 8), and registered with the Belgian Legal Entities Register under nr. 0502.465.839

#### 21. Governing law – jurisdiction

These Terms and Conditions, and any Agreement, are governed by Belgian law.



The parties agree to resort to mediation, in the meaning of section 1725, § 1 Belgian Judicial Code, prior to bringing proceedings before the courts. The parties shall designate jointly the competent mediator, who shall be a recognised member of the Belgian Federal Mediation Commission, and bear jointly the costs of the mediation procedure.

If the mediation procedure fails, disputes are to be submitted to the exclusive jurisdiction of the enterprise court of Leuven (Belgium). The same shall apply if the mediation procedure takes longer than fifteen (15) business days calculated as of the designation of the mediator.

## **B. VR on-demand services**

### **22. License subscription**

22.1. OneBonsai grants to the Customer a personal, non-exclusive, non-transferable, non-sublicensable license to object code form of the Product specified in an Agreement during the applicable subscription term. Except where otherwise agreed, the Product is licensed for on premise use.

The right to use the object code of the Product is limited exclusively to downloading, installing and operating the Product in accordance with the instructions of OneBonsai. Aside from the licensing of this limited right of use, all patrimonial and moral rights, as defined under Title XI of the Belgian Code of Economic Law, related to the Product remain with OneBonsai and are not licensed under this Agreement. The Customer expressly waives, with regard to the Product and to the extent permitted by law, its rights under section XI. 299, § 1 of the Belgian Code of Economic Law.

22.2. The license right is granted in accordance with any module, user, configuration or other restrictions set forth in the applicable Agreement.

22.3. The Product is licensed under each Agreement on a subscription basis. The term of any subscription shall be twelve (12) months commencing on the start date specified in the applicable Agreement. If no subscription start date is specified, the start date shall be the date when OneBonsai makes the Product available for download on the hardware of the Customer.

22.4. Each subscription will automatically renew upon expiration of the initial subscription term for additional successive one (1) year term unless either party gives the other prior written notice of cancellation at least thirty (30) days prior to expiration of the then-current term.

22.5. The Customer, and any parent, subsidiary or affiliate of the Customer, agree not to:

- transfer, assign or sublicense their license rights under this article to any other person or entity;
- reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Product to human readable format, or permit third parties to do the same;
- disclose, distribute or otherwise make available the Product, and any IP rights related thereto, in any form to any third party;
- modify or create derivative works based upon the Product.

22.6. The subscription fees for the Product are calculated on a “pay-per-day” or “pay-per-session” basis.

22.7. Under the “pay-per-session” model, the Customer will be granted a fixed number of sessions to use during the subscription term. The subscription fees are invoiced in advance on a quarterly basis. At the end of the subscription term, OneBonsai will compare the number of sessions effectively used over the subscription term with the number of sessions granted under the Agreement. The difference will be invoiced or refunded.

### **23. Ownership**

23.1. Except for the limited license rights expressly provided herein, OneBonsai has and will retain all rights, title and interests in and to the Product (including, without limitation all patent, copyright, trademark, trade secret and other IP right) and all copies, modifications

and derivative works thereof. The Customer acknowledges that it is obtaining only a limited license right to the Product and that, irrespective of any use of the words “purchase”, “sale” or like terms, no ownership rights are being assigned to Customer under the Agreement.

- 23.2. Aside from the source and object code of the Product, the pre-existing intellectual property rights related to the following non-exhaustive list of materials remain with OneBonsai and are not licensed under the Agreement: preparatory works, proprietary algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, interfaces, look and feel, methodologies, multi-media files, processes, programs, skills, software, techniques, technologies, text, tools, web pages and workflows.

Information amounting to a trade secret in the meaning of section I.17/1 of the Belgian Code of Economic Law related to a Product remain the exclusive ownership of OneBonsai and are never licensed under an Agreement.

- 23.3. If the Customer deems it necessary to have access to the source code of the Product for maintenance or portability purposes, OneBonsai may, at its sole discretion, deposit the source code with a recognised and reputable escrow provider. The costs of the escrow will be borne by the Customer.

Outside this limited scenario, OneBonsai shall be under no obligation to release or transfer the source code of the Product to the Customer.

#### 24. Suspension

Notwithstanding article 0, OneBonsai may suspend the access to the Product when the Customer fails to remedy a default of payment five (5) days after Customer’s receipt of a written notice of default.

#### 25. Cancellation

- 25.1. Without prejudice to article 22.4, the Customer may cancel the Agreement at any time through a notification by registered mail addressed to OneBonsai. Upon such cancellation, the Customer shall pay:

- any subscription fees due prior to the receipt of the notice of cancellation;
- a cancellation fee equal to 30% of the agreement’s price.

- 25.2. As of the date of the notice of cancellation, all license rights granted to Customer under this article 22 shall immediately terminate.

## **C. Solution development services**

### 26. Consultancy services

- 26.1. OneBonsai offers Consultancy Services to the Customer within the context of a Project. Such services may take the form, without limitation, of design sprint sessions or workshops.
- 26.2. OneBonsai determines, at its sole discretion, which member(s) of its staff are assigned to the Project and replaces them as it sees fit.

### 27. Solution development

- 27.1. OneBonsai provides the Customer with software development services for the purpose of creating the Solution as detailed in the specification. OneBonsai does not guarantee that the Solution is suitable for the Customer's intended purposes.
- 27.2. A joint project team shall be established by OneBonsai and the Customer in connection with the implementation of the Project. The organization of the Project follows an execution model based on flexible development and close collaboration between OneBonsai and the Customer (agile methodology). The joint project team shall agree on an initial project and progress plan.
- 27.3. Unless explicitly itemised in the specification, OneBonsai is not responsible for any other services including without limitation hardware and software support, systems integration, data conversion, data import and training. For the avoidance of doubt, article 9 applies when such services fall within the scope of the Project.

### 28. Obligations of the Customer

- 28.1. The Customer undertakes to provide OneBonsai with such cooperation, materials, information, access and support which OneBonsai deems to be reasonably required for the performance of the Project. This may include granting remote access to the computer infrastructure of the Customer. The Customer understands and agrees that the Customer's obligations are conditioned upon Customer providing such cooperation.
- 28.2. The Customer ensures that its representative is available as reasonably requested by OneBonsai.
- 28.3. The Customer will cover all reasonable out-of-pocket expenses incurred by OneBonsai in the course of the Project. Car mileage for intra-Benelux transport is charged at 33 cents/km.

### 29. Changes to the Project

- 29.1. After the completion of a Sprint, the Customer shall have the possibility during a period of five (5) working days to request changes, provided that such changes fall within the scope and budget of what the parties could have reasonably expected upon the conclusion of the Agreement. The parties agree that such changes may not result in additional work that represents, in aggregate, a net addition of more than 5% of the Agreement's price.
- 29.2. Upon such a request, OneBonsai shall state in writing the effect of such changes on the Project and progress plan and price.

29.3. For services going beyond the scope and budget of the Project, OneBonsai will charge an hourly rate of 85 EUR except otherwise indicated in the Agreement.

### 30. Performance deadlines

30.1. If OneBonsai undertakes to fulfil its obligations by a particular date or within a particular period of time, OneBonsai makes every effort that can be reasonably expected to meet the deadline. Deadlines are estimates only, and shall only be binding on OneBonsai if the Agreement expressly stipulates that they constitute essential prerequisites of the Agreement.

30.2. If OneBonsai is prevented from complying with the deadline due to circumstances beyond its control, OneBonsai may extend the deadline by an appropriate period that is equal to the duration of the circumstances that occurred.

### 31. Sub-contracting

OneBonsai may perform any or all of its obligations under the Project by the use of agents or sub-contractors.

### 32. Acceptance tests

32.1. Acceptance of the Solution discharges OneBonsai of its obligation to deliver the Solution. After the Solution is made available, the Customer is granted a period of three (3) weeks to conduct acceptance tests.

32.2. At the end of this approval period, and in the absence of a written notification to the contrary by the Customer, the Solution shall be deemed to have been accepted by the Customer. The same shall apply if the Customer commences live operational use immediately.

32.3. The Customer shall not unreasonably refuse its acceptance on the grounds of immaterial malfunctions in regard of the functionalities of the Solution. OneBonsai shall attempt, to the best of its abilities, to fix those critical errors causing the whole operation of the Solution to abort prior to completion of its prime function. Upon receipt of a substantial failure report during the approval period, OneBonsai shall deploy its best efforts to remedy the detected critical issues, it being understood that this shall not cause the approval period to be extended beyond thirty (30) working days following the delivery date.

### 33. Ownership

33.1. Except for the limited license rights expressly provided herein, OneBonsai has and will retain all rights, title and interests in and to the Solution (including, without limitation all patent, copyright, trademark, trade secret and other IP right) and all copies, modifications and derivative works thereof. The Customer acknowledges that it is obtaining only a limited license right to the Solution and that, irrespective of any use of the words "purchase", "sale" or like terms, no ownership rights are being assigned to Customer under the Agreement.

33.2. Aside from the source and object code of the Solution, the pre-existing intellectual property rights related to the following non-exhaustive list of materials remain with OneBonsai and are not licensed under the Agreement: preparatory works, proprietary algorithms, approaches, code, concepts, data, designs, developments, documentation, discoveries, expressions, interfaces, look and feel, methodologies, multi-media files,

processes, programs, skills, software, techniques, technologies, text, tools, web pages and workflows.

Information amounting to a trade secret in the meaning of section I.17/1 of the Belgian Code of Economic Law related to a Project or Solution remain the exclusive ownership of OneBonsai and are never licensed under an Agreement.

- 33.3. If the Customer deems it necessary to have access to the source code of the Solution for maintenance or portability purposes, OneBonsai may, at its sole discretion, deposit the source code with a recognised and reputable escrow provider. The costs of the escrow will be borne by the Customer.

Outside this limited scenario, OneBonsai shall be under no obligation to release or transfer the source code of the Solution to the Customer.

- 33.4. With regard to the moral rights of OneBonsai, the Customer acknowledges that OneBonsai may credit its authorship of the Solution by inserting mention of its name and logo in the developed environment. The Customer acknowledges the right of OneBonsai to disseminate a general description of the Solution in internal and external commercial communications.

#### 34. License rights

- 34.1. Except where otherwise agreed, the results of the Project is licensed. OneBonsai grants to the Customer a personal, non-exclusive, non-transferable, non-sublicensable license to use the results of the Project. If the output takes the form of a Solution, the right of use extends only to the object code of the Solution.

The right to use the object code of the Solution is limited exclusively to downloading, installing and operating the Solution in accordance with the instructions of OneBonsai. Aside from the licensing of this limited right of use, all patrimonial and moral rights, as defined under Title XI of the Belgian Code of Economic Law, related to the Solution remain with OneBonsai and are not licensed under this Agreement. The Customer expressly waives, with regard to the Solution and to the extent permitted by law, its rights under section XI. 299, § 1 of the Belgian Code of Economic Law.

- 34.2. The Customer acknowledges that the results of the Project shall not be considered as work for hire in the meaning of section XI. 167, § 3 of the Belgian Code of Economic Law.

- 34.3. Any feedback and suggestions contributed by the Customer shall not entitle the Customer on any IP right, whether joint or exclusive, relating to the results of the Project. By accepting these Terms and Conditions, the Customer expressly waives any right to claim the results of the Project as a collaborative work in the meaning of section XI.166, § 2 of the Belgian Code of Economic Law. Likewise, the Customer waives any right to claim the lawful acquisition of trade secrets, in the meaning of section XI.332/3 of the Belgian Code of Economic Law, related to a Project or Solution.

- 34.4. The Customer, and any parent, subsidiary or affiliate of the Customer, agree not to:

- transfer, assign or sublicense their license rights under this article to any other person or entity;
- reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Solution to human readable format, or permit third parties to do the same;

- disclose, distribute or otherwise make available the Solution, and any IP rights related thereto, in any form to any third party;
- modify or create derivative works based upon the Solution.

### 35. Warranty

35.1. Without prejudice to the guarantee for hidden defects subject to the conditions and limitations stated hereafter, OneBonsai is not bound by any commercial warranty whatsoever. The results of the Project are delivered “as is”.

35.2. OneBonsai guarantees the Customer against hidden defects relating to the Solution. The guarantee expires three (3) months after the acceptance of the Solution in accordance with article 32. Any claim by the Customer under this warranty must be submitted to OneBonsai by registered letter without undue delay and in any event no later than seven (7) calendar days after the Customer has noticed or ought to have noticed the hidden defect. The hidden defect must be confirmed by both parties. Any interference, intervention, or modification applied or carried out after discovery of the defect by the Customer, but before the defect has been confirmed by OneBonsai, automatically implies a waiver of the Customer’s right of recourse under this article.

OneBonsai agrees to replace or reasonably repair a defective Solution, except if such defects are attributable to:

- computer equipment or computer software, other than the Solution delivered by OneBonsai;
- modifications or customisation made by or on behalf of the Customer, without the authorisation of OneBonsai;
- use of the software in a way for which it was not intended to be used according to the specification.

### 36. Cancellation

36.1. Without prejudice to article 0, the Customer may cancel the Agreement at any time through a notification by registered mail addressed to OneBonsai. Upon such cancellation, the Customer shall pay:

- any subscription fees due prior to the receipt of the notice of cancellation;
- a cancellation fee equal to 30% of the agreement’s price when the cancellation occurs prior to completion of 70% of the Sprints. Posterior to that, the cancellation will be limited to the development costs already incurred by OneBonsai.

36.2. As of the date of the notice of cancellation, all license rights granted to Customer under article 34 shall immediately terminate.

### 37. Non-solicitation

For the duration of the Project, and for twenty-four (24) months thereafter neither party shall make an offer of employment to any employee of the other party without the express permission in writing of the other party. This obligation covers the active solicitation of such a person as an employee, director, contractor or sub-contractor directly or indirectly.

## **D. Purchase of hardware**

### 38. Purchase of hardware

38.1. OneBonsai does not guarantee that the hardware is suitable for the Customer's intended purposes.

38.2. OneBonsai's obligation to deliver the hardware does not include batteries, cables, adapters and other accessories. Unless explicitly agreed by the parties, OneBonsai's obligation to deliver the hardware does not extend to installation, configuration and connection.

### 39. Title and risk

39.1. Delivered hardware shall remain the property of OneBonsai until all payments have been made in full.

39.2. Without prejudice to article 39.3, risks of the hardware deterioration or loss due to reasons not attributable to OneBonsai shall pass to the Customer upon identification in the OneBonsai's storage facilities.

39.3. The hardware sold by OneBonsai to the Customer shall be delivered to the Customer ex warehouse. Transport of the hardware shall be carried out at the Customer's risk, responsibility and costs, even if OneBonsai provides the transport.

### 40. Warranty

40.1. When OneBonsai sells third-party hardware to the Customer, it shall notify the third-party terms and conditions to the Customer. These conditions shall apply to the relationship between the supplier and the Customer.

40.2. The legal warranty on the hardware, which covers solely hidden defects, must be invoked by the Customer within eight (8) working days as of the date of delivery. If a hidden defect attributable to OneBonsai is established, OneBonsai shall, at its sole discretion, either repair or replace the hardware or credit the invoiced price, with the exclusion of any payment of damages.

### 41. Support services

Provided that this is stipulated under the applicable Agreement, OneBonsai will deliver the hardware maintenance services mentioned under article 9.



## **E. Renting of Hardware**

### 42. Renting of hardware

- 42.1. The hardware made available to the Customer under a renting agreement remains the full ownership of OneBonsai.
- 42.2. Unless explicitly agreed by the parties, OneBonsai's obligation to deliver the hardware does not extend to installation, configuration and connection with the Customer's infrastructure.
- 42.3. Unless otherwise agreed, the price of the rental does not include support services. However, if the parties agree on the delivery of such ancillary services, article 9 applies.
- 42.4. The duration of the rental is specified in the Agreement of the parties.

### 43. Title and risk

- 43.1. The hardware is placed in the custody of the Customer, who is responsible for any damage caused to it. OneBonsai is entitled to require a deposit from the Customer.
- 43.2. The Customer is deemed to be aware of the safety instructions related to the use of the hardware. The hardware is used at the Customer's own risk.
- 43.3. The Customer is under an obligation to remedy any damages to the hardware resulting from its negligence or the breach of any of its obligations.

### 44. Obligations of the Customer

- 44.1. The Customer makes use of the hardware according to the standard of the reasonable person. The hardware is returned at the end of the rental period in its original condition. OneBonsai is entitled to retain the deposit as a compensation of the damages suffered by the hardware.
- 44.2. It is prohibited for the user to:
  - modify the hardware in any way whatsoever;
  - connect the hardware with any unauthorized devices;
  - make the hardware available to any third party.
- 44.3. The Customer informs OneBonsai – without undue delay - of any case of malfunction or defect of the hardware. Under no circumstances is the Customer to involve a third-party service provider with regard to a malfunction of the hardware.