



## SUBSCRIPTION SERVICES TERMS ("TERMS")

### 1. SCOPE OF THE TERMS; PARTIES; CONTRACTING PROCESS; ORDER OF PRECEDENCE

1.1 These Terms apply to the FLOW Artwork Approval Service (as defined hereafter) as offered by Tallon Graphic Solutions NV ("TGS") to its Customer ("Customer"). TGS and the Customer are hereinafter also referred to each as a "Party" and together as the "Parties".

1.2 THE CUSTOMER REPRESENTS AND WARRANTS THAT EACH PERSON WHO TAKES THE FLOW ARTWORK APPROVAL SERVICE INTO USE OR OTHERWISE ACCEPTS THE AGREEMENT (INCLUDING BUT NOT LIMITED TO THESE TERMS) IS AUTHORIZED TO CONCLUDE A BINDING AGREEMENT ON BEHALF OF THE CUSTOMER AND THAT THE CUSTOMER IS BOUND BY THE TERMS OF THE AGREEMENT.

1.3 BY CONFIRMING A (COMMERCIAL) OFFER, OR OTHERWISE INDICATING THE ACCEPTANCE OF THE AGREEMENT OR USING THE FLOW ARTWORK APPROVAL SERVICE, THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THESE TERMS.

#### 1.4 Contracting process

Notwithstanding clause 1.3, the Customer typically enters into an Agreement for the use of the FLOW Artwork Approval Service in the following manner:

- On request of the Customer, TGS will issue an Offer (in the form of a commercial proposal, renewal notification or any other proposal made by TGS) for the use of the FLOW Artwork Approval Service;
- TGS's Offer will specify the relevant FLOW Artwork Approval Service and modules, the key commercial terms (the applicable Subscription Fees and Subscription Term, allowed users, etc.) and will include these Terms and its Schedules by reference;
- Customer shall confirm the Offer in an Order Confirmation (by way of signing TGS' Offer or by any other confirmation of TGS' Offer such as purchase orders, e-mails, confirmation letters, etc. referencing TGS' Offer or otherwise issued in response to TGS' Offer);

Any deviation or addition to the Offer and these Terms and its Schedules made by Customer in its request for an offer or in its Order Confirmation is applicable only to the extent that it has consequently been accepted explicitly and in writing by TGS.

#### 1.5 Order of precedence

These Terms and its Schedules form an integral part of the Agreement. In case of a conflict between the different documents that make up the Agreement, the following order of precedence shall apply: (1) the

Offer (2) these Terms, (3) the Service Level Agreement, (4) the Data Processing Schedule, (5) the Acceptable Use Policy and (6) any other document incorporated by reference.

Unless they have explicitly been accepted in writing by TGS, the Customer's (general) purchase terms, procurement or RFP terms, purchase order(s) terms or other terms shall not apply, even if referred to or submitted by the Customer.

### 2. DEFINITIONS

The following terms shall have the meanings assigned to them herein:

"Acceptable Use Policy" means the Acceptable Use Policy of the FLOW Artwork Approval Service included in schedule 3: Acceptable Use Policy

"Agreement" means the agreement for the use of the FLOW Artwork Approval Service consisting of TGS' Offer for the use of the FLOW Artwork Approval Service and these Terms and its Schedules (1: FLOW Artwork Approval Service Level Agreement, 2: Data Processing Schedule, 3: Acceptable Use Policy) and any other document which is incorporated herein by reference

"API" is defined in Section 10 of the Terms.

"Customer Data" means all data (including personal data and production data), text, images, artworks, photographs, non-TGS or Third-Party applications, and other content and material, in any format, provided by Customer or any of Customer's users that is stored in, run on or entered by or on behalf of the Customer into the FLOW Artwork Approval Service, through integrations with the System or otherwise.

"Confidential Information" means information of the other Party that is marked as confidential or that should be reasonably understood to be confidential. The structure and user interfaces of the FLOW Artwork Approval Service and System, and their underlying ideas and Documentation are always considered as TGS' Confidential Information. Such Confidential Information may include, but is not limited to, trade secrets, know-how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving Party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing Party.

"Documentation" means the user manual, in electronic code form, any technical release notes, and other technical supporting documentation accessible and available upon request via the TGS Support Desk.

"Error" means an error, which can be reproduced and which causes the FLOW Artwork Approval Service not to function materially as described in the FLOW Artwork Approval Service Documentation, as updated by TGS from time to time.

"Intellectual Property Rights" means patents, inventions, trademarks, domain names, rights in



know-how, trade secrets, copyrights, copyrights on software, computer programs, database rights, rights related to copyrights, and any other intellectual and industrial property rights, whether registered or not and including without limitation the right to amend and further develop the objects of those rights and the right to assign the rights to third parties as TGS sees fit.

**"TGS"** means Tallon Graphic Solutions NV, with registered address at Guldensporenpark 18, 9820 Merelbeke, Belgium.

**"FLOW Artwork Approval Service"** means, collectively, the service delivered via data networks enabling the Customer to use the designed end-user functionalities of the System as identified in TGS' Offer and further described in the applicable FLOW Artwork Approval Service Documentation as may be modified and updated by TGS from time to time. The FLOW Artwork Approval Service includes Updates, and New Versions, which TGS takes into production during the term of the Agreement. The FLOW Artwork Approval Service Documentation is maintained and accessible from TGS' Support Desk.

**"Service Level Agreement"** means the agreement of the Parties on Service Levels as included in schedule 1: FLOW Artwork Approval Service Level Agreement

**"Subscription Fee"** is defined in Section 4 of the Terms.

**"Offer"** means a commercial proposal, renewal notification, or any other proposal made by TGS for the use of the FLOW Artwork Approval Service with reference to the relevant FLOW Artwork Approval Service offered by TGS and including these Terms and its Schedules by reference.

**"Order Confirmation"** means any confirmation by the Customer of TGS' Offer (by way of signing the Offer or by any other confirmation of the Offer such as purchase orders, e-mails, confirmation letters, etc. referencing TGS' Offer or issued in response to TGS' Offer).

**"Business Hours"** means business hours Monday to Friday 9 a.m. - 5 p.m. in the CET time zone automatically adjusted to reflect changes to daylight savings time and excluding national holidays unless otherwise agreed upon in the Agreement.

**"Statistical Information"** means information on the use of the FLOW Artwork Approval Service and or the System by the Customer, as such or as processed and/or combined with other data, in a form that no individual person's or Customer's identity can be identified.

**"System"** means the software application(s) and system(s) identified in the Offer used by TGS to provide the FLOW Artwork Approval Service, including all the modifications, Updates, and New Versions of the System.

**"Third-Party Data"** is defined in the definition of "Third Party Supplier" below.

**"Third Party Supplier"** means a third party from whom the Customer is acquiring data, content, technology, or services (those data, content, technology, and/or services are referred to as **"Third Party Data"**). It also entails any product, platform,

or service not developed by TGS which enhances, manipulates, integrates with, interacts with, interoperates with, or adds functionality to the products and services or Customer Content. It may include public APIs, stand-alone software, data, content, specifications, products equipment, components, or hardware and may be obtained directly from the developer or through a reseller. TGS may act as a reseller.

**"Update"** means a release of the System containing security updates, error corrections, bug fixes, patches, and/or minor changes to the System. TGS' decision shall prevail in case of disagreement whether a release is a New Version or an Update.

**"Users"** means individuals who are authorized by Customer to use the FLOW Artwork Approval Service pursuant to the Agreement or as otherwise defined, restricted or limited, or otherwise agreed by the Parties. Users may include but are not limited to Customer's and Customer's affiliates' employees, consultants, contractors, and agents.

**"New Version"** means any major release of the FLOW Artwork Approval Service, which incorporates a new feature or features or major enhancement(s) to the features of the System, and in addition may also contain security updates, error corrections, and/or minor changes to the System. TGS' decision shall prevail in case of disagreement whether a release is a New Version or an Update.

### 3. GENERAL TERMS AND CERTAIN DUTIES

3.1 The features of the FLOW Artwork Approval Service are detailed in the Offer.

3.2 Customer may request additional features at any time during the term of the Agreement which is subject to TGS' confirmation and is governed by the Agreement and these Terms.

3.3 Each Party shall contribute to the provision of the FLOW Artwork Approval Service concerning factors under the command or control of the Party.

3.4 The Customer shall, at its own expense, acquire the equipment, connections, data transfer services, hardware, software, and information security services that are required for its use of the FLOW Artwork Approval Service according to the compatibility requirements set by TGS from time to time.

3.5 Customer shall provide accurate, current, and complete information on Customer's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

3.6 The Customer is liable for its compliance with the laws and regulations applicable to its operations. TGS is not liable for the Customer's compliance with any laws or regulations. The Customer must assess the features of the FLOW Artwork Approval Service, as amended from time to time, and determine if the FLOW Artwork Approval Service can be used in compliance with the laws and regulations applicable to the Customer.



3.7 TGS is not responsible to customize or amend the FLOW Artwork Approval Service based on laws or regulations or changes thereof.

3.8 Customer acknowledges that TGS for the provisioning of the FLOW Artwork Approval Service uses the services of third-party subcontractors, including but not limited to third-party data centers, and Customer consents to the corresponding subcontracting of TGS' obligation under these Terms.

3.9 The Customer bears full liability for the information given by it. TGS does not have the obligation to inspect or verify the correctness of any such information.

#### 4. TERMS OF USE

4.1 Subject to the Customer's payment of the full price payable for the right to use the FLOW Artwork Approval Service ("**Subscription Fee**"), the Customer is granted a limited, non-exclusive, non-transferable, and non-sublicensable right to use the FLOW Artwork Approval Service during the term of the Agreement for the Customer's internal use in accordance with the Documentation. Except for the Users allowed in the Offer, the Customer may not use the FLOW Artwork Approval Service to Order or provide services to any third party or otherwise transfer the FLOW Artwork Approval Service or allow access to the FLOW Artwork Approval Service to any third party or allow any third party to benefit from the FLOW Artwork Approval Service. For the avoidance of doubt, also the Customer's group companies and affiliates are deemed as third parties and they are not allowed to use, access, or otherwise benefit from the FLOW Artwork Approval Service, unless explicitly otherwise agreed upon in the Agreement. The Customer shall follow the usage limitations set out in the Agreement and/or the Documentation, regarding e.g. the maximum number of (concurrent) Users or other limitations to the granted use. There are no implied licenses.

4.2 Unless explicitly agreed upon otherwise, TGS allocates the amount of storage set forth by in the Offer and TGS reserves the right to charge additional fees for use of any additional storage or increased storage pricing.

4.3 The Customer may use the Documentation to support the granted use of the FLOW Artwork Approval Service, as long as the Customer's right to use the FLOW Artwork Approval Service is in force.

4.4 The Customer may not repair or otherwise modify the Documentation, or, even if these actions would be technically possible, the FLOW Artwork Approval Service or the System. Even if these actions would be technically possible, the Parties agree - to the maximum extent as permitted under applicable law - that the Customer may not disassemble, decompile or reverse engineer or otherwise attempt to derive the source code of the FLOW Artwork Approval Service.

4.5 The Customer agrees not to remove or conceal any copyright, trademark, and other proprietary notices

or other forms of identification affixed to the FLOW Artwork Approval Service or the Documentation.

4.6 TGS may monitor The Customer's use of the FLOW Artwork Approval Service to verify The Customer's compliance with the Agreement and any usage restrictions. In consideration of the foregoing, The Customer shall make available any information or provide any access to any application reasonably requested by TGS to verify compliance.

4.7 Upon forty-five (45) days written notice and no more than once every twelve (12) months, TGS may audit Customer's use of the FLOW Artwork Approval Service to ensure Customer's use is in compliance with the Agreement. Any such audit shall not unreasonably interfere with the Customer's normal business operations. The Customer agrees to cooperate with TGS' audit and to provide reasonable assistance and access to the information reasonably requested by TGS. In case the audit uncovers a material breach of the Agreement by Customer (including violations of usage limitations), Customer shall be liable for the costs of the audit.

#### 5. CUSTOMER DATA

5.1 The Customer warrants that TGS and its subcontractors are entitled to store and otherwise process the Customer Data lawfully for the purposes of the Agreement.

5.2 Prior to submitting the Customer Data, the Customer shall take and maintain copies of the Customer Data. The same applies to any output data (such as reports) that the Customer receives by using the FLOW Artwork Approval Service. The Customer is fully liable for the Customer Data and its correctness and for selecting the security, co-location, and/or multiple environment methods ordered by TGS and deemed appropriate by the Customer.

5.3 During and after the term of the Agreement, TGS has a permanent, non-revocable, transferable, sub-licensable, and free-of-charge right to store and use the Statistical Information for the purpose of the further development and improvement of the FLOW Artwork Approval Service, and the System.

5.4 TGS also has a permanent, non-revocable, transferable, sublicensable, and free-of-charge right to store and use for any and all purposes the suggestions, feedback, and ideas given by the Customer regarding the Documentation, the FLOW Artwork Approval Service, the System and the/or the professional services rendered and which are not considered as Customer Data.

5.5 The Parties agree to the terms of [Schedule 2](#) of these Terms governing the processing of personal data. [Schedule 2](#) forms an integral part of these Terms and the Agreement.

5.6 The Parties agree to the terms of [Schedule 3](#) of these Terms containing the Acceptable Use Policy. [Schedule 3](#) forms an integral part of these Terms and the Agreement.

## 6. PROVISIONS OF THE FLOW ARTWORK APPROVAL SERVICE

TGS will provide the FLOW Artwork Approval Service in accordance with the Service Levels specified in Schedule 1 and forms an integral part of these Terms and the Agreement.

## 7. SUPPORT SERVICE

TGS will provide the FLOW Artwork Approval Service in accordance with the Service Levels specified in Schedule 1 and forms an integral part of these Terms and the Agreement.

## 8. INTELLECTUAL PROPERTY RIGHTS

Customer acknowledges and agrees that the FLOW Artwork Approval Service, the System and the Documentation, and any copies, modifications, translations, amendments, and derivatives thereof are protected by Intellectual Property Rights and all such Intellectual Property Rights are exclusively owned by TGS. Nothing in this agreement can be understood as a transfer, sale or assignment of any Intellectual Property Rights by TGS to Customer unless explicitly agreed otherwise.

## 9. THIRD PARTY SUPPLIERS, THIRD-PARTY DATA AND APIS

9.1 If the Customer is receiving or using Third-Party Data in connection with the use of the FLOW Artwork Approval Service, e.g. via an integration between the System and the Third Party Supplier's system, it is especially agreed that TGS is not liable for the Third-Party Data, or for any events or damages otherwise arising out of or in connection with the Third Party Supplier's performance or non-performance or for any unavailability of the Third-Party Data. The Customer is solely liable for its compliance with its agreements with the Third Party Suppliers.

9.2 If TGS provides application programming interfaces ("API"s), THE APIS ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY, OR REPRESENTATION OF ANY KIND, AND THE USE OF THE APIS ARE ENTIRELY AT THE CUSTOMER'S OWN RISK. TGS HAS THE RIGHT TO MODIFY THE APIS WITHOUT NOTICE.

## 10. PRICES AND PAYMENT

### 10.1 Prices

10.1.1 The Subscription Fee and the prices payable by the Customer are set out in the Agreement. The Subscription Fee cannot be reduced, neither wholly nor in part, in case of early termination of the right of use and for whatever reason.

10.1.2 Other prices payable by the Customer and e.g. storage costs are in accordance with TGS's Agreement or as amended by TGS from time to time.

### Invoicing and Payment

10.1.3 If not otherwise set out in the Agreement or otherwise confirmed by TGS in writing, the prices are invoiced and payable:

(i) Subscription Fees monthly or quarterly in advance of the relevant period and no later than when the tenant for the Customer is set up.

(ii) One-off implementation Fees upfront.

(iii) Other prices monthly afterwards.

10.1.4 Prices are payable upfront, by wire transfer, credit card, or other payment method Ordered by TGS from time to time. Prices are payable in the currency stated in the Invoice and at the registered address of TGS.

10.1.5 If TGS allows payment terms, invoices are payable within thirty (30) days from the date of the invoice unless otherwise agreed upon by Parties. In case the Customer fails to make a timely payment:

- any amount that remains unpaid on the due date shall automatically and without prior notice of default be subject to interest at eight percentage points on top of the interest rate applied by the European Central Bank to its most recent main refinancing operation (rounded up to the higher half percentage point). The interest shall in any case be a minimum of 10% per year.

- Customer shall be liable to pay a lump sum indemnity of 10% of the outstanding amount, with a minimum of 250 EUR to compensate for extrajudicial costs of recovery of outstanding amounts.

- TGS may suspend the delivery of services to the Customer and/or the Customer's access to the FLOW Artwork Approval Service;

Failure to pay a single invoice on its due date, automatically and without prior notice entails that all remaining open invoices become due, even invoices for which the stated due date has not been reached. Previously granted payment conditions shall be disregarded. Partial payments are first set off against the payable interest on the delayed payment, secondly against the cost of collection, and lastly against the outstanding principal.

10.2 If the Subscription Fee has not been paid in full by the end of the month following the date of the invoice unless otherwise agreed upon, TGS shall be entitled to terminate with immediate effect the FLOW Artwork Approval Service which will automatically become unusable. The Customer shall in no way be entitled to claim any damages or compensation for loss of enjoyment if the Service becomes unusable for this reason.

10.3 The Subscription Fee shall be subject to a yearly revision by TGS. TGS is entitled to an automatic increase of the Subscription Fee of up to a maximum of 5% per annum without prior Customer's consent and effective January 1st of each calendar year. TGS shall provide the Customer with three months' written notice in case of an increase in the Subscription Fee by more than 5%. Further TGS reserves the right to adjust the fees applicable to any Renewal Term by notifying the Customer of the same at least 45 days prior to the start of a Renewal Term. If the Customer





does not agree with the new Subscription Fee, Customer may provide TGS with a notice of non-renewal

- 10.3.1 With the exception of force majeure all objections, remarks, protests or disputes related to Customer invoices must be reported by a registered letter containing a clear statement of the reasons for the protest and within 15 days of the date of invoice. After the expiry of the 15 days term, the invoice shall be considered undisputed by the Customer.

#### **Taxes and Expenses**

- 10.3.2 Relating to the payments made by the Customer to TGS based on the Agreement, value-added tax, duties, levies, and other taxes and governmental charges are borne by the Customer and added to the prices. This shall not however apply to the income tax payable by TGS for its income.
- 10.3.3 All payments shall be made without withholding nor deduction for nor on account of any present or future taxes of whatever nature unless such withholding or deduction is required by law. If withholding or deduction is required by law, the Customer shall pay TGS such additional amounts as are necessary in order that the amounts received by TGS after such withholding or deduction are equal to the amounts of the payments payable under the Agreement in absence of such withholding or deduction. The Customer shall promptly provide TGS with copies of documentation evidencing that it has paid any and all withholding and like taxes in accordance with laws.
- 10.3.4 TGS may charge the Customer for travel and accommodation expenses and daily allowances accrued to TGS. For travel time, TGS' hourly price is charged.

#### **11. CONFIDENTIALITY**

- 11.1 A Party (i) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. TGS may disclose the Customer's Confidential Information to its subcontractors for the fulfilment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar to herein.
- 11.2 TGS may also disclose the Customer's Confidential Information and/or provide access to the Customer Data to authorities who supervise or have otherwise authority over the Customer's operations.
- 11.3 The foregoing confidentiality and non-use obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party before receipt of the same from the other Party; (iii) which the receiving Party receives from a third party who, in the knowledge of the receiving Party, did not violate a confidentiality obligation when making the disclosure; (iv) which the

receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court. Unauthorized disclosures of Confidential Information that are caused by security breaches or unintentional leaks or other similar causes are not regarded as a breach of this confidentiality obligation. TGS shall have the right to utilize the general expertise, technical knowledge, and skills that its and its subcontractors' personnel have learned in conjunction with the Agreement.

#### **12. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, TGS HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTISE.

#### **13. LIMITATION OF LIABILITY**

- 13.1 Arising out of or related to the Agreement, TGS shall have no liability for any: (i) indirect or consequential damages such as loss of profit, revenue, or savings, or for damages payable to third parties, or (ii) loss or alteration of data or any damages incurred as a result thereof.
- 13.2 TGS' aggregate maximum liability arising out of and related to the Agreement and for any and all causes of action that occurred during any calendar year, and including the amounts of possible price returns, price reductions, and service level credits, shall not exceed the amount of the Subscription Fee (without value-added tax and other governmental charges) paid by the Customer to TGS in the six month period preceding the event giving rise to TGS' liability.
- 13.3 No action, regardless of form, may be brought by the Customer against TGS more than three (3) months after the cause of action has arisen.
- 13.4 The limitations of liability shall not apply to damages caused by gross negligence or intentional act.

#### **14. TERM**

- 14.1 **Term**

The initial subscription term of the FLOW Artwork Approval Service procured by Customer shall continue for the term applicable to such Services specified in the Order Confirmation and shall be at minimum 36 months.

  - 14.1.1 Unless the Customer gives written notice of non-renewal at least three (3) months prior to the expiration of the initial term or then-current renewal term, or unless TGS gives written notice of non-renewal at least six (6) months prior to the expiration of the initial term or then-current renewal term, the subscription term for the FLOW Artwork Approval Service such shall automatically be renewed for a term of twelve (12) months.



#### 14.2 Termination for Cause

Either Party may terminate the Agreement with immediate effect by giving the other Party a written notice if:

- (i) the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach; or
- (ii) the other Party is declared bankrupt, placed into liquidation or its financial situation has otherwise materially deteriorated so that it becomes evident that the other Party will not be able to fulfil its obligations under the Agreement.

#### 14.3 Effects of Termination

14.3.1 Prior to the termination of the Agreement on the Customer's written request, TGS shall reasonably contribute to the transition of the Customer Data in the possession of TGS to the Customer or a third party designated by the Customer. The Customer shall request such service from TGS in good time prior to the date that the Agreement terminates. Unless otherwise agreed in writing, this obligation to contribute is valid during the term of the Agreement. The Customer shall pay for such services according to TGS' price list and based upon a statement of work. As a condition for TGS' service TGS is entitled to demand that (i) the Customer pays all amounts due to TGS, (ii) the Customer provides to TGS a guarantee acceptable to TGS to guarantee further payments and/or (iii) the Customer pays an advance payment for such service. TGS is not obligated to store the Customer Data after the term of the Agreement.

14.3.2 TGS may continue to store the Customer Data if required by laws or regulations.

### 15. MISCELLANEOUS

#### 15.1 Amendment

TGS may amend the Agreement (including but not limited to these Terms) at any time by notifying the Customer latest thirty (30) days' before the effective date of the amendment. If the Customer objects to the amendment, the Customer may terminate the Agreement by giving TGS a one (1) months written notice. Such termination is the Customer's sole and exclusive remedy. If the Customer does not terminate the Agreement as set out herein, the Customer is deemed to have accepted the amendment.

#### 15.2 Notices

TGS may make notices validly to the Customer in the user interface of the FLOW Artwork Approval Service, by email to any email address submitted or notified by the Customer, or in another electronic form. Notices to TGS shall be made in written form to TGS' official registered address or to the Customer's technical contact notified by TGS for such purpose at any time.

#### 15.3 Reference Right

Upon other Party's written (such as email) permission, the other Party is entitled to use the other Party as a reference publicly and in marketing.

#### 15.4 Assignment and Subcontractors

The Customer may not assign the Agreement to a third party, without the prior written consent of TGS. TGS may assign the Agreement or any of its rights based on the Agreement without the consent of the Customer to any third party. TGS may subcontract its duties. TGS shall be liable for the work of its subcontractors as for work of its own.

#### 15.5 Survival

Upon termination of the Agreement, the provisions relating to title and Intellectual Property Rights, confidentiality, limitations of liability, and this Section "Miscellaneous" shall survive. Also, any other provisions which by their nature or wording contemplate effectiveness beyond the termination of the Agreement shall survive the termination.

#### 15.6 Entire Agreement

15.6.1 The Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, marketing materials, and other communications between the Parties with respect to the subject matter hereof. Parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's and/or agreements between Parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties.

15.6.2 Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter, or expand the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of TGS to object such terms, provisions, or conditions.

#### 15.7 Severability

If any provision of the Agreement is found to be contrary to law, the other provisions of the Agreement will remain in force. The invalid provision shall be amended by the Parties, and the Agreement shall be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

#### 15.8 Waiver

A failure by TGS to use any of its rights based on the Agreement shall not be construed as a waiver of such right.

#### 15.9 Force Majeure

TGS shall not be liable for delays, defects, or damages caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to

have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure shall include, without being limited to, natural disasters, breakdown of electricity or networks, security attacks, failures in the Internet or other public networks or data traffic, strikes, and other labor disputes or acts of government. A labor dispute shall be considered a force majeure event also when TGS is the target or a party to such an action. The force majeure events suffered by subcontractors are also be deemed as force majeure events.

15.10 **Headings**

15.10.1 The Section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

15.11 **Anti-Corruption and Compliance**

Customer acknowledges and agrees that it has not received or been Ordered any illegal or improper bribe, kickback, payment, gift, or thing of value from

any of TGS employees or agents in connection with the Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify TGS of such violation. Each Party agrees to comply with applicable trade control laws and regulations.

15.12 **Governing Law and Dispute Settlement**

15.12.1 The Agreement shall be construed in accordance with the laws of the Kingdom of Belgium, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.

15.12.2 Any dispute, controversy, or claim arising out of or relating to the Agreement, or the breach, termination, or validity thereof, shall be finally settled by the Courts of the registered seat of TGS.