



NTT Belgium NV/SA - General Terms & Conditions

In the absence of a signed agreement between NTT Belgium NV/SA (“NTT”) and NTT’s client (“Client”), these General Terms & Conditions apply to the provision of any Products and Services set out in a quote issued by NTT (“Quote”).

1 Quotes and Orders

- 1.1 A Quote will be deemed accepted (and a binding order (“Order”) formed) upon the earlier to occur of:
 - (a) NTT’s acceptance of a purchase order issued by Client (with the Quote and purchase order forming the Order, subject to clause 1.2 below); or
 - (b) NTT beginning the provision of any Services or Products set out in the Quote.
- 1.2 Notwithstanding anything to the contrary, any terms additional to or different from those in these General Terms & Conditions that appear in a Client purchase order (or any other Client document) are expressly excluded and will not apply as between the parties.
- 1.3 Specific terms apply to the provision of NTT native Services, such as WAN services, internet access, Ethernet, and related services (“Specific Terms”). These Specific Terms are available on request.
- 1.4 Quotes will be valid for the period expressly stated therein. If no period is stated, the validity period will be 30 days from the date of issue.

2 Delivery, installation, transfer of risk and ownership

- 2.1 Delivery dates are indicative and non-binding. A delay in delivery can under no circumstances give rise to liability of or compensation from NTT.
- 2.2 NTT is entitled to suspend deliveries in case of default of payment.
- 2.3 Client must ensure that the deliveries can take place on the (indicative) delivery date and at the delivery address indicated in the Quote. If the delivery is prevented due to Client’s acts or omissions, all additional delivery costs will be borne by Client. Partial deliveries are allowed.
- 2.4 The risk is transferred upon delivery. Ownership is transferred upon full payment.
- 2.5 When the Order includes the installation or supervision of the installation by NTT, the following provisions apply:
 - (a) Storage: Client is responsible for the storage of the Products in circumstances and places suitable for such Products.
 - (b) Buildings and infrastructure: At the latest one month before the planned start of the installation, Client makes sure that the delivered Products as well as the required sites, buildings and access roads are available. The facilities at the sites and in the buildings must allow the planned installation without interruption. Client provides a suitable place in the buildings for the installation personnel, as well as a storage area with adequate locks in Order to keep the installation tools and measuring instruments under lock and key.
 - (c) Other responsibilities of Client: Client timely provides all facilities, such as communication lines, racks, cabling works and power supplies, necessary for the timely start and execution of the installation.

3 Charges and payment

- 3.1 All amounts to be paid by Client for the provision of the Products and Services (“Charges”) are set out in the Order.
- 3.2 All Charges are exclusive of taxes and custom duties which will be invoiced to and paid by Client. Costs in relation to shipment and installation are invoiced at NTT’s then current standard rates.
- 3.3 NTT is entitled to adjust the Charges at any time in case of exchange rate fluctuations.
- 3.4 Unless agreed otherwise in writing, NTT will charge a handling fee of 50 EUR for each Order or invoice with a value lower than 1.500 EUR.
- 3.5 NTT may adjust the Charges of Services on 1 January of each year in accordance with the following formula: $\text{new Charge} = \text{current Charge} \times [0,2 + 0,8 (\text{current index} / \text{base index})]$. The index used by NTT is the ‘Agoria-index (national average) for wage costs and social contributions’. The ‘current index’ is, each time, the last published index prior to the adjustment. The ‘base index’ is the last published index prior to the Quote or the moment of the previous adjustment, as the case may be.
- 3.6 Unless agreed otherwise in writing, invoicing will take place as follows:
 - (a) Products (hardware and software) (selling and installation Charge):
 - 100% of the total Charge of the Products at delivery
 - 50% of the total Charge of the installation Services at acceptance of the Order by NTT.
 - 50% of the total Charge of the installation Services at completion of the Services.
 - (b) Maintenance Services:
 - 100% of the total Charge for the Ordered maintenance period, at the start of that period. If the maintenance Services are Ordered at the same time as the Products, the maintenance Services start on the day of delivery

of the Products. The minimum maintenance period that can be Ordered, is one year. In case of prolongation of the maintenance period, the Charge will be invoiced at the start of every new period.

(c) Managed Services:

- 100% of the monthly Charge, monthly in advance. The monthly invoicing starts on the day the first (preparation) operation is carried out for setting up the Service.

(d) Project Services above 30.000 €:

- 30% of the total Charge of the project Services at acceptance of the Order by NTT.
- 70% of the total Charge of the project Services at reception.

(e) Project Services under 30.000 €:

- 100% of the total Charge of the project Services at reception.

(f) Time and Material Services:

- 100% of the performed Services during a month, at the beginning of the following month.

3.7 Unless agreed otherwise in writing or mentioned otherwise in an offer, invoices are payable within 30 days of the invoice date. In the event of default of payment, a late payment interest of 1% per commenced month will accrue without prior notice. Moreover, all outstanding amounts will be increased with an indemnity of 10% of the invoice amount, with a minimum of 50 EUR. In the event of default of payment, all invoices will become immediately due.

3.8 The indication "Y000" in an offer implies that the invoices will be issued in advance and payable upon receipt. The performance of the Order will be suspended until NTT has received the payment of the concerned invoices.

4 Damages Exclusion and Liability Cap

4.1 To the fullest extent permitted by applicable laws, neither party will be liable (in contract or tort (delict)) for any indirect or consequential damages; or for any loss of use, business interruption loss, loss of anticipated or actual profits, revenue, income, or savings, loss or corruption of data, or loss of goodwill, reputation, bargain, or business opportunities, each of which the parties agree are not direct damages in terms of the Order.

4.2 To the fullest extent permitted by applicable laws, each party's total aggregate liability to the other (whether in contract or tort (delict)) related to a party's performance under any Order, will be limited on a per calendar year basis to the charges paid by Client under such Order in the relevant calendar year in which the negligence, acts, or omissions giving rise to such liability first occurred.

4.3 The damages and liabilities limited by clauses 4.1 and 4.2 apply to liability for negligence; even if a party has been advised of the possibility of the damages in question or even if such damages were foreseeable. If applicable laws limit the application of clauses 4.1 or 4.2, the parties' liability will be limited to the maximum extent permitted by applicable laws.

4.4 Notwithstanding anything to the contrary, if any defect in any Service is covered by a Service Level Agreement, Client's sole and exclusive remedies for such defect will, to the maximum extent permitted by applicable laws, be limited to those stated in the applicable Service Level Agreement. Such remedies are in lieu of all other remedies.

5 Warranty

Services

5.1 Except for any Services provided by third parties (which will be subject to the applicable warranties (if any) set out in the relevant third-party terms), NTT warrants that the Services provided under an Order will be performed:

- (a) by suitably experienced individuals in a proper, workmanlike, and professional manner; and
- (b) in accordance with the applicable specifications set out in the Order.

The warranty period is limited to 3 months after the provision of the Services. Client's exclusive remedy is the re-performance of the defective Services by NTT.

The warranty set out in (b) above will be void in the event any failure of the Services is due to any misuse, modification, or other unauthorized changes to the Services by Client or any third party acting on Client's behalf.

Products

5.2 NTT will, to the extent legally and contractually permissible, pass on or assign to Client any third-party warranties offered by the applicable OEM or licensor of any Products provided under an Order.

Disclaimer

5.3 Except for those warranties expressly set out in the Order, NTT disclaims, to the fullest extent permitted by applicable laws, all representations, warranties and undertakings (whether express, implied, arising under statute or otherwise) relating to the Products and Services, including any warranties:

- (a) of performance, merchantability, title, fitness for a particular purpose, non-infringement or satisfactory quality; and

- (b) that the Products and Services will meet Client's requirements or will be timely, uninterrupted, error free or entirely

6 Intellectual property rights

- 6.1 Unless expressly stated otherwise in an Order, no Intellectual Property Rights are intended to be transferred under these General Terms & Conditions. All rights, title, and interest (including Intellectual Property Rights) in any studies, designs, drawings, models and all other results of any Services remain vested in NTT or, in the case of third-party Products or Services, the relevant third-party OEM, licensor, or service provider (as applicable).
- 6.2 NTT grants Client the non-exclusive, non-transferable right to use the Services set out in the Order for its own internal use (and the internal use by Client's affiliates).
- 6.3 Third-party software is provided in accordance with the license conditions of that third party.

7 Force majeure

NTT is not liable for any shortcoming resulting from a force majeure event. Force majeure includes any circumstance that is independent from NTT and that reasonably prevents the normal performance of the Order.

8 Financial guarantees

NTT reserves the right, even after partial performance of an Order, to require the Client to provide additional financial guarantees. If the Client fails to provide such guarantees in a timely manner, NTT may terminate the Order entirely or partially, or to suspend the performance thereof.

9 Subcontracting

NTT may subcontract the performance of an Order. In such case, NTT will remain liable towards Client for the performance of the Order.

10 Confidentiality

- 10.1 With respect to any information concerning the business, affairs, customers or suppliers of either party ("Confidential Information"), the party that receives Confidential Information ("Recipient") from the other party ("Discloser") will:
 - (a) only use it for the performance or administration of Recipient's obligations and responsibilities under the Order;
 - (b) disclose it to Recipient's (or, if applicable, Recipient's Affiliates') directors, officers, professional advisors, employees, contractors, and, in the case of NTT as Recipient, to any relevant subcontractor or third-party OEM, licensor, or service provider used in the performance or administration of the Agreement, on a need-to-know basis only and subject to sufficient obligations of confidentiality with such parties (and Recipient will remain fully liable for a breach of this clause 9 by any entity or individual to which it transfers the Confidential Information as set out herein); and
 - (c) protect it using the same level of care (but no less than reasonable care) Recipient uses to protect its own confidential information.
- 10.2 These confidentiality obligations will remain valid for a period of 3 years after the expiry or termination of the Order, provided that such obligations will continue in perpetuity in respect of any Confidential Information constituting a trade secret.

11 Data protection

Any personal data processing to be carried out by NTT will be governed by the data processing agreement available here: <https://Services.global.ntt/en-us/legal/data-privacy-and-protection> (DPA).

The DPA is hereby incorporated by reference.

12 Applicable law and jurisdiction

These General Terms & Conditions are governed by Belgian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). All disputes in connection with these General Terms & Conditions are submitted to the exclusive jurisdiction of the courts of Brussels (Belgium).