



Dated

2024

Infinigate BV

and

[CUSTOMER]

Reseller/Customer Agreement

Terms and Conditions

1 Terms and Conditions

1.1 The terms and conditions (“**Terms and Conditions**”) set out below govern all of the supply of Products and Services from Infinigate Belgium B.V. (company number: 0452.826.187) with registered office address at Blarenberglaan 3B, 2800 Mechelen, Belgium (“**Infinigate**”), to the Reseller or End Customer (as the case may be) as defined below and specified in the Order Confirmation (“**you**”, “**your**”). They will replace all earlier Infinigate terms and conditions, and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products and/or Services from Infinigate indicates your acceptance of these Terms and Conditions.

1.2 Definitions

In these Terms and Conditions, “**Agreement**” means the contract concluded between you and Infinigate according to these Terms and Conditions; “**Affiliates**” means any entity now or hereafter in Control, Controlled by or in common Control with Infinigate (*with Control meaning the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be interpreted accordingly*); “**End Customer**” means the individual or organisation that buys and uses the Products and/or Services; “**Force Majeure**” means any event beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, epidemics or pandemics, wars, armed conflicts, terrorism, embargoes, labour disputes, power outages or Internet access interruptions, cyber-attacks, and other cybersecurity incidents, as well as delays or failures of external suppliers (including Suppliers of Products and/or Services) caused by such events; “**Hardware**” means any third-party physical devices, components, or equipment, including but not limited to computers, servers, network equipment, or other tangible technology products, resold, supplied, or made available by Infinigate under these Terms and Conditions; “**Order Confirmation**” means Infinigate’s documentary confirmation of your order in respect of the Products and/or Services (or a modified version thereof agreed upon by the parties); “**Personal Data**” means any information relating to an identified or identifiable natural person (data subject); “**Products**” means any Hardware, Software, third-party subscriptions, licences, or other tangible or intangible elements developed or supplied by a Supplier and resold, supplied, or made available to you by Infinigate under the Agreement, including all associated documentation, updates, upgrades, or enhancements, which may be modified from time to time by such third parties; “**Reseller**” means the individual or organisation that acquires Products or Services from Infinigate under the Agreement for the purpose of their further resale, distribution, or supply to an End Customer; “**Sanctions**” means Economic and trade sanctions imposed or administered by the European Union or its Member States, Switzerland, the United Kingdom, the United States, the United Nations, or other relevant governmental authorities; “**Software**” means any third-party computer programs, applications, systems, codes, solutions, scripts, or firmware – supplied in object code or source code – resold, supplied, or made available by Infinigate, including all updates, upgrades, patches, modules, and associated documentation, which may be modified from time to time by such third parties. The Software may be embedded in Hardware, installed locally, or accessed remotely via a cloud-based model, a Software-as-a-Service (SaaS) model, or otherwise; “**Supplier(s)**” means third-party manufacturer, creator, publisher, or licensor of the Products or Services supplied by Infinigate under the Agreement; “**Services**” means any activities, services, functions and responsibilities resold or rendered, or made available by Infinigate or a Supplier, including but not limited to professional services, training, support, managed services, solutions, or consultancy.

1.3 Your terms and conditions are not acknowledged even if Infinigate has not expressly objected to these. By placing an order at Infinigate for any Product or Service you expressly accept these Terms and Conditions and the application of any other terms or conditions (including, for the avoidance of doubt, your standard terms and conditions) is expressly excluded. Any

deviations, supplements and / or additional agreements to these Terms and Conditions always require an express written agreement with Infinigate to become effective. Any other conditions not included in these Terms and Conditions are only binding if Infinigate has acknowledged and agreed to them in writing and if there are any inconsistencies between such conditions and these Terms and Conditions, then these Terms and Conditions shall prevail to the extent of such inconsistencies.

- 1.4 All orders, contracts and any specific assurances from Infinigate require written confirmation by Infinigate. Also, the waiver of the written form can only be made under a written agreement and no failure or delay by Infinigate to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 1.5 You confirm that as a Reseller you are not dealing as a consumer and that you are buying the Products and/or Services for use in your business or business of an End-Customer.
- 1.6 Infinigate and or its Affiliates may supply the Products and or Service. Infinigate shall be responsible for its obligations under these Terms and Conditions and for the consequence of any breach arising in connection with its provision and or those of its Affiliates.

2 Prices and Quotations

- 2.1 The price of the Products shall be the price set out in the Order Confirmation or portal provided by Infinigate.
- 2.2 Prices and pricelists may be amended by Infinigate without notice to you prior to Infinigate sending you the Order Confirmation. After Infinigate sends you the Order Confirmation the provisions of clause 2.6 below shall apply.
- 2.3 The only prices binding on Infinigate and you are the prices displayed in the Order Confirmation for each order by you.
- 2.4 Prices are exclusive of VAT or other applicable sales taxes, and you shall, on receipt of a valid VAT / sales tax invoice from Infinigate, pay to Infinigate such additional amounts in respect of VAT / sales tax as are chargeable on the supply of the Products.
- 2.5 The commercial packaging of the Products supplied by Infinigate to you is included in the prices set out in the Order Confirmation. Other ancillary services or costs, including (without limitation) in relation to freight, toll, insurance, environmental, handling and transportation charges will be invoiced to you separately.
- 2.6 After conclusion of the Agreement, Infinigate reserves the right to change the price from that set out in the Order Confirmation if, after confirming the order, cost increases occur, including (without limitation) as a result of agreed changes in the specifications between Infinigate and you, or changes in any taxes, duties or levies charged on or in relation to price increases by Suppliers or exchange rate fluctuations. Infinigate is obliged to proceed in the same way in the event of cost reductions. Infinigate shall provide evidence of both, cost reductions and cost increases, upon request.

3 Contract of Sale

- 3.1 Any information provided by Infinigate to you or any representative of you from time to time in promotional materials and / or on-line shall be construed at law as an invitation to treat only

and shall be non-binding on Infinigate. Such information may be valid only for a limited time. In no way shall such information be construed as an offer to conclude a contract of sale / purchase agreement.

- 3.2 A contract is only concluded with a written – i.e. by letter or e-mail – Order Confirmation sent by Infinigate to you.
- 3.3 Content and scope of Products to be delivered by Infinigate are determined in the Order Confirmation sent to you by Infinigate. Infinigate is not obliged to provide any installation, configuration and data back-up services.
- 3.4 Infinigate or its Suppliers reserve the right to change the Products (including, without limitation, the description of the Products), at its/their discretion, especially in the course of product improvements / developments, provided that this does not detrimentally affect the performance of the Products.

4 Payment

- 4.1 Infinigate may invoice you for the Products at any time upon or after sending you the Order Confirmation.
- 4.2 Unless Infinigate has agreed to extend credit to you, you must pay Infinigate in the currency set out in the Order Confirmation, either by direct debit or by bank transfer into Infinigate's bank account as Infinigate will notify to you in writing (including, without limitation, by email) or by credit card, within the period detailed in the invoice or where not detailed in the invoice, within fourteen (14) calendar days after Infinigate has sent you the Order Confirmation and, in any event, in advance of the Products being provided to you. Time for payment shall be of essence.
- 4.3 Where Infinigate has agreed in writing to extend credit to you, you must pay in full within the period detailed in Infinigate's invoice or where not stated in the invoice, within fourteen (14) calendar days of delivery of the Products to you. Your payment is made only when funds have fully cleared through the banking system into Infinigate's bank account. Infinigate has sole discretion to determine the amount of credit it will extend to you at any time.
- 4.4 You agree to pay all applicable subscription charges when due and for the Products in full and cleared funds without deduction or set-off and to pay VAT pursuant to clause 2.4 and to pay any other government duties, levies and/or taxes in respect of the Products.
- 4.5 If payment is not made in full by the due date pursuant to either clause 4.2, clause 4.3 and/or clause 4.4, Infinigate is entitled to charge you interest on the unpaid overdue balance at the rate of 4% per annum above the base rate of the Bank of England from time to time in force until payment in full is received by Infinigate, and Infinigate may charge you costs incurred (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Products or performance of further Services until the outstanding account is fully settled. Infinigate's right to claim further damages remains unaffected by this clause.
- 4.6 Infinigate may, without prejudice to any other right or remedy which may be available to it, whether under these Terms and Conditions or otherwise, set off against any sums payable by Infinigate to you hereunder, and/or deduct or withhold from payment of any such sums, any liability of you to Infinigate, howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise.
- 4.7 Subject to the remainder of this clause 4.7, you are only entitled to offset your claims against Infinigate's liabilities if your claims against Infinigate are undisputed or recognised by a court of competent jurisdiction. If any Product that you have ordered is faulty, and Infinigate agree in writing that there is such a fault, then you may withhold payment in respect of the invoice in

relation to that particular Product only, and only to the extent that such a fault remains unresolved and/or unremedied by Infinigate.

- 4.8 Notwithstanding clause 4.2 and 4.3, 4.4 above, all payments shall immediately become due by you to Infinigate if Infinigate reasonably believes that the information which you have given Infinigate in your application for credit is incorrect or no longer correct and you have failed to give Infinigate correct information within five (5) calendar days of Infinigate's request, if you become subject to any of the events listed in clause 12.2 or if you fail to comply with any of the provisions of these Terms and Conditions.
- 4.9 For the avoidance of doubt, your obligations to pay Infinigate shall apply irrespective of whether you receive payment for the Products and Services from any End Customer.

5 Project Specific Provisions

- 5.1 Subject to approval by the relevant Supplier(s), Infinigate may from time to time offer special quotes and/or prices to you for a specific project with you (where you are a Reseller) in turn then agreeing to supply any Products under the project to named End Customers (this is subject to the Reseller clearly identifying the scope of the project from the outset and clearly naming all End Customers (or naming you as the End Customer, where you are an End Customer and not a Reseller)). Any such discounted prices will be set out in the Order Confirmation and, for the avoidance of doubt, shall be subject to the terms set out in clause 2.
- 5.2 You undertake to:
- 5.2.1 comply with all terms in regards to the specific project (including, without limitation, these Terms and Conditions and the Order Confirmation) and, in particular, keep all related End Customer documents such as delivery notes and invoices available for a minimum period of twelve (12) months after receipt of such information from the End Customer (or keep such information about yourself for a minimum period of twelve (12) months where you are the End Customer) and to submit these on the reasonable request of Infinigate and / or the Supplier to Infinigate and / or the Supplier (as the case may be) provided always that Infinigate shall verify the Supplier is bound by obligations to treat such documents and their contents confidential;
 - 5.2.2 (where you are a Reseller) sell only to the authorised End Customer, as provided by the Supplier at the start of the project; and
 - 5.2.3 not to exceed the maximum retail price agreed for the Products in relation to the specific project.
- 5.3 Where you breach any terms and conditions that the Supplier has in place from time to time, Infinigate has the right, at its sole discretion and without prejudice to its right to further claims, to charge you for the difference between the special price confirmed for the specific project and the regular purchase price of the Products invoiced.

6 Delivery

- 6.1 Infinigate will use reasonable endeavours to deliver Products and perform Services on time, however, delivery dates and deadlines are always subject to change and are given as guidelines only, without being binding on Infinigate.
- 6.2 Partial deliveries of Products by Infinigate are allowed and can be invoiced separately to you.
- 6.3 For the avoidance of doubt, time shall not be of the essence in relation to any estimated delivery dates given by Infinigate to you.

- 6.4 Neither party shall be liable for non-performance or delay in the performance of its obligations under the Terms and Conditions or any Agreement (with the exception of payment obligations) to the extent that such non-performance or delay is caused by a Force Majeure event. The party affected by the Force Majeure event must notify the other party thereof without undue delay in documentary form and take all reasonable steps to mitigate the effects of the Force Majeure event. If a Force Majeure event causes a delay in delivery of Products or the performance of Services, such delay shall not constitute a breach of the Agreement, and the deadlines shall be extended accordingly. If a Supplier relies on a Force Majeure event and that event continues for more than thirty (30) consecutive days, Infinigate shall have the right to terminate the affected Agreement in whole or in part, without liability, by providing written notice to you.
- 6.5 Infinigate will not be liable to you for any claim, loss, expense or damage arising in any way from any delay in delivery or performance. You are responsible for insurance and risk in the Products from the time they are handed to the carrier to when they are received by you from the carrier, or from when they are collected by you or your agent and/or other authorised representative from Infinigate's or the Supplier's premises (as notified to you in writing prior to your collection of the Products). For the avoidance of doubt, where the Products are collected by you from Infinigate's or the Supplier's premises, delivery is deemed to take place from your collection of the Products, and if the Products are being made available to you by a carrier then delivery shall take place from when the Products are handed by Infinigate to the carrier for transportation to you at a location as agreed in writing between Infinigate and you prior to delivery.
- 6.6 You agree to pay and/or reimburse (as the case may be) Infinigate for all delivery costs.
- 6.7 Where you ask Infinigate to deliver Products directly to another person and that person takes possession of the Products for you as your agent and/or authorised representative, you are nevertheless still directly responsible to Infinigate under these Terms and Conditions.
- 6.8 The risk of damage or loss of the Products (other than Software) shall be transferred from Infinigate to you at the time the Products are handed over to the carrier in preparation for transportation of the Products to you.
- 6.9 The delivery of Software shall be deemed to have taken place upon Infinigate or the Supplier sending you a licence key in order to download and/or use the Software (any Software will include the Suppliers' terms and conditions of use and you will be deemed to accept any such terms and conditions of use upon your use of the Software).

7 Retention of Title

- 7.1 Infinigate retains property, title and ownership to all Products supplied to you, whether in their original form or incorporated in or attached to another product, until receipt of full payment in cleared funds by Infinigate from you of the price for the Products and all related amounts owed, including (without limitation) future receivables and/or any amounts owed by you to Infinigate pursuant to clause 2.5 and/or 4.5.
- 7.2 This clause 7.2 only applies where you are a Reseller. For the avoidance of doubt, where you are an End Customer, you will not be permitted to resell the Products. Where you are a Reseller, you may resell the Products in the ordinary course of business even if title to the Products has not passed to you. You must assign all future claims arising from the distribution and/or sale of such Products to Infinigate until full payment of all outstanding amounts for the relevant Products has been received from you by Infinigate. You are authorised to collect any claim from the distribution and/or sale of any such Products even after assignment. Infinigate's right to collect the claim itself remains unaffected. If any of the aforementioned is the case you are obliged to disclose to Infinigate at Infinigate's request, the names and addresses of End

Customers to which you sold the Products as well as the nature and scope of your existing claims against these End Customers. A copy of all related documents must be handed by you to Infinigate and you must also notify End Customers of the assigned Products of Infinigate's right to claim any outstanding amounts from such Products.

- 7.3 You must not pledge or transfer ownership of Products where title has not fully passed to you pursuant to clause 7.1. If you become subject to any of the events listed in clause 12.2, you will inform all relevant parties about Infinigate's ownership in such Products and notify Infinigate immediately in writing.
- 7.4 You are obliged to treat the Products for which title has not passed pursuant to clause 7.1 with all reasonable care, in particular you are obliged to insure them (with a reputable insurer) at your own expense against fire, water and theft at replacement value. Products delivered for testing and demonstration purposes shall remain the property of Infinigate. You are obliged to handle the Products with proper care and store them in a manner to enable them to be identified and cross referenced to particular invoices provided to you by Infinigate. You are allowed to use such Products only within the terms agreed.
- 7.5 Quotations, system analysis, project documents, drawings, samples, drafts and other documents of Infinigate provided to you before a contract is concluded, may not be copied, used by you nor otherwise disclosed to any third party unless it is the End Customer and only to the extent needed.

8 Your Obligations and Responsibilities

- 8.1 It is your sole responsibility to ensure that you are clear as to the functionality, design and/or other features of the requested Products, and (where you are a Reseller) it is your sole responsibility to meet any needs or requirements of your End Customers in respect of the Products. For the avoidance of doubt (subject to clause 10.1) Infinigate shall have no liability in respect of any one or more of these matters.
- 8.2 You must check the Products (or, in the case of Software, test the relevant Software to ensure that it is working) promptly upon receipt for completeness, compliance with the delivery documents and defectiveness. If no written complaint within fourteen (14) calendar days from the delivery or download date has been made by you, the Products are considered as accepted by you, unless it concerns a manifest defect which was not detectable at the time of first inspection by you.
- 8.3 If the delivered Products show visible damages or missing parts then you must record them on the notice of receipt of the transport company in writing upon delivery. The note must clearly state the damage or the shortfall.
- 8.4 In case Services have to be provided within your business environment and/or your premises, you must ensure that such services can be provided properly (including, without limitation, that the relevant area is clear and safe for any installations required in respect of the Services). If this is not the case and for this reason the Services cannot be provided as expected, you shall bear sole responsibility. You will support Infinigate by ensuring, using your reasonable endeavours and at your own expense, that the agreed Services can be provided by Infinigate and provide Infinigate with all information and documents necessary for the provision of the relevant Services. Should you not comply with your obligations under this clause 8.4, Infinigate is not obliged to perform the relevant Services.
- 8.5 Where you are a Reseller under these Terms and Conditions you acknowledge and shall abide by the additional conditions provided at Schedule One Conditions of Supply.

- 8.6 Where you are a Reseller or End Customer of Managed Services or [Software as a Service under these Terms and Conditions](#), you acknowledge and agree that you shall, abide by the additional conditions provided at Schedule Two and Schedule Three.
- 8.7 You shall monitor your credit rating and immediately notify Infinigate in writing following the occurrence of you experiencing any financial indebtedness or any matter which could cause financial distress and impact on your continued performance in accordance with these Terms and Conditions.
- 8.8 If you are in default of any of your obligations under these Terms and Conditions or you provide any relevant information or carry out any action as required under these Terms and Conditions, then you are obliged to reimburse Infinigate for any costs, losses and/or expenses incurred by Infinigate due to any default, delay or omission on your part.

9 Warranties

- 9.1 Infinigate shall perform the Services with reasonable skill and care in accordance with the standards generally observed in the industry for similar services and in a timely manner but Infinigate neither warrants and/or guarantees a specific outcome nor owes a success. Infinigate does not manufacture any of the Products and therefore, to the fullest extent permitted by law (and subject always to clause 10.1), all warranties, conditions and other terms in respect of quality, defects in design, workmanship, conformity with description and / or fitness for purpose are excluded and Infinigate makes no representations in respect of the same. Instead, Infinigate will use reasonable endeavours to pass on the benefit of any warranties of any Supplier in respect of the Products to you, and you and your End Customers shall use any Software in accordance with the terms of any End Customer licence agreements that any Supplier may have in place from time to time.
- 9.2 Upon receipt of written notice from you as to defects in quality, workmanship or otherwise in respect of the Products, Infinigate shall use its reasonable endeavours to contact the Supplier(s) of the relevant Products and provide them with reasonable details of the relevant defect for them to respond to you directly. For the avoidance of doubt, Infinigate shall not be responsible for any response (or failure to respond) on the part of any such Supplier.
- 9.3 You undertake that you shall not bring any warranty claims against Infinigate directly (as you acknowledge that Infinigate does not manufacture any of the Products) whether in relation to defects in the Products or otherwise and you acknowledge that Infinigate has no control over the actions of the Supplier in relation to any defective Products; therefore, you undertake that you will not bring any claim against Infinigate for any failures or inaction on the part of any Supplier to repair and/or replace any such Products.
- 9.4 Furthermore, you acknowledge that in any case a Product is considered to have been approved, only when it is notified in detail immediately after discovery by you in writing to Infinigate and comprises a relevant and reproducible error. Any warranty by the Supplier and any obligation of Infinigate under clause 9.2 and 9.1 is excluded for defects which are caused by:
- 9.4.1 insufficient maintenance of the Products by you;
 - 9.4.2 failure to observe the operating or installation instructions in relation to Product;
 - 9.4.3 inappropriate use of the Products;
 - 9.4.4 use of non-approved parts and accessories;
 - 9.4.5 common wearing of any Product;

- 9.4.6 improper handling or transportation of the any Product;
 - 9.4.7 modifications or repair attempts in relation to any Product; and / or
 - 9.4.8 external influences, in particular, Force Majeure and other reasons for which neither Infinigate nor manufacturer / supplier are responsible for.
- 9.5 Where Infinigate and / or the Supplier replaces any faulty Product for you then you must, at your own cost, within thirty (30) calendar days after receipt of the replacement Product, send to Infinigate the faulty Product. In the case of Software, copies of Software may not be retained by you. Upon Infinigate and/or the Supplier receiving the faulty Product, if Infinigate (and/or the Supplier (as the case may be) deem the Product not to be faulty, then Infinigate will be entitled to charge you for the replacement Products.
- 9.6 If you have made any warranty claims and no defect existed, you are liable for its claim and must reimburse Infinigate for any costs incurred (whether in relation to contacting the Supplier or otherwise). Additionally, Infinigate can claim reimbursement of costs incurred on such claims made by you where you have not provided any evidence of any such defect.
- 9.7 The assignment of any claims by you under this clause 9 is not permitted, unless Infinigate expressly approves such assignment in writing.

10 Liabilities

- 10.1 Nothing in these Terms and Conditions shall limit or exclude Infinigate's liability for:
- 10.1.1 death or personal injury caused by Infinigate's negligence, or the negligence of any of Infinigate's employees, agents or subcontractors (as applicable);
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 any guarantees and claims based on the Belgian Product Liability Act; or
 - 10.1.4 cases of damages that cannot be legally excluded or limited pursuant to Belgian statutory law.
- 10.2 Subject to clause 10.1:
- 10.2.1 Neither party shall, under no circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, any loss of revenue, business, contracts or goodwill or any indirect or consequential loss arising under or in connection with these Terms and Conditions, any contract entered between the parties and/or the Order Confirmation;
 - 10.2.2 Infinigate's total liability to you in respect of all other losses arising under or in connection with these Terms and Conditions and/or the Order Confirmation, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the charges under the Order Confirmation, and
 - 10.2.3 Any further liability shall be excluded.
- 10.3 In the event of a decision or recommendation by a competent authority, governmental entity, a court, or a similar public authority to recall any Products due to such Products having been deemed to be the root cause of a threat to public health or safety ("Product Recall"), Infinigate and/or the Supplier (as applicable) shall conduct such Product Recall in accordance with good industry practice.

11 Data Protection Legislation

- 11.1 Each party shall comply with all applicable data protection and privacy laws and regulations in force in relation to any Personal Data processed under or in connection with the Terms and Conditions or any Agreement.
- 11.2 For the purpose of resale of Products by Infinigate, you will collect and transfer Personal Data to Infinigate, so that Infinigate can transfer such data to the relevant third party. You therefore confirm that you collect and transfer such Personal Data to Infinigate in accordance with lawful legal bases and that you have informed the respective individuals of the processing that Infinigate undertakes and their right to object to the processing.
- 11.3 To the extent that Infinigate processes Personal Data on your behalf as a processor, the parties shall enter into a separate data processing agreement (the "**DPA**"), which shall govern the processing activities and constitute an integral part of the Terms. You shall ensure that your End Customers accept and adhere to any relevant DPA.
- 11.4 Infinigate reserves the right to request and collect data about you from relevant institutions/organisations, e.g., commercial credit reference agencies or credit insurers, for the purpose of obtaining information regarding your creditworthiness. The data shall only be made available to Infinigate Affiliates and only to the extent necessary for the realisation of the purpose.

12 Termination

- 12.1 If you become subject to any of the events listed in clause 12.2, you must notify Infinigate immediately and Infinigate may terminate these Terms and Conditions and any contract Infinigate has in place with you from time to time with immediate effect by giving written notice to you.
- 12.2 For the purposes of clause 12.1, the relevant events are:
 - 12.2.1 you are in material breach of these Terms and Conditions and such breach (if capable of remedy) has not been remedied within the time period specified by Infinigate to do so.
 - 12.2.2 you fail to pay any amount due under the Agreement on the due date for payment and remain in default no less than fourteen (14) calendar days after being notified in writing to make such payment;
 - 12.2.3 taking into account all the circumstances of the individual case and considering the interests of both parties, there is a situation in view of which a continuation of this Agreement cannot reasonably be expected from Infinigate, in particular with regard to circumstances indicating that you are no longer able to fulfil your contractual (in particular, but not exclusively financial) obligations;
 - 12.2.4 you are subject to (i) a change of control (e.g., an acquisition by an entity other than your affiliate, whereby such entity would obtain, directly or indirectly, more than twenty percent (20%) of all voting interest in you, as the case may be, or otherwise the power to cause the direction of management), or (ii) a segregation of assets leading to a separation of its existing business units involved in the delivery of the Services; provided, however, that you may ask Infinigate for consent prior to the occurrence of any events described under (i) or (ii) above and Infinigate shall not unreasonably withhold such consent and that if Infinigate has given its consent, Infinigate is not entitled to exercise the termination right. In such case, you are obliged to inform Infinigate thereof without delay in writing;

- 12.2.5 any event or circumstance occurs, similar to the ones listed in this clause 12.2 which gives Infinigate a reasonable cause to believe that such event or circumstance might have a material adverse effect.
- 12.3 Without limiting Infinigate's other rights or remedies, Infinigate may suspend provision of the Products (whether pursuant to these Terms and Conditions or otherwise) if you become subject to any of the events listed in clause 12.2.
- 12.4 Notwithstanding any other provisions in this clause 12, either party may terminate these Terms and Conditions and the contractual arrangement in place without cause by giving the other party not less than ninety (90) calendar days written notice.
- 12.5 You may terminate these Terms and Conditions and the contractual arrangement in place, with immediate effect on written notice to Infinigate, if Infinigate is in material breach of these Terms and Conditions and such breach (if capable of remedy) has not been remedied within thirty (30) calendar days of written notice to Infinigate.
- 12.6 On termination of these Terms and Conditions for any reason except for the material breach by Infinigate, you shall pay Infinigate all of Infinigate's outstanding unpaid invoices and interests within their payment terms.
- 12.7 In the event of expiry or termination of this Agreement in whole or in part, End Customers shall be given the option of contracting with Infinigate for the continued provision of the Products, Software and / or Services (as applicable).
- 12.8 In the event of End Customers contracting with Infinigate, you shall not be liable to make any further payments in respect of the Products, Software and / or Services (as applicable) for the continued provision of such Products, Software and / or Services after the date that Infinigate takes direct responsibility but this shall not affect liability for any payments in respect of the period prior to that date.
- 12.9 In the event of End Customers not choosing to contract with Infinigate for the continued provision of the Products, Software and/or Services, Infinigate shall provide assistance to you for the migration of End Customers, subject to the payment of Infinigate's professional Services fees.
- 12.10 Termination of these Term and Conditions, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 12.11 Clauses which expressly or by implication survive termination of these Terms and Conditions (if any) shall continue in full force and effect.

13 Intellectual Property

- 13.1 All intellectual property in relation to the Products shall remain the property of Infinigate or any Supplier entitled to it (for the avoidance of doubt, in practice, virtually all the intellectual property rights in respect of the Products shall be owned by the Supplier), and neither Infinigate nor any of the Suppliers transfer any right, title or interest in any intellectual property to you other than the applicable licences granted herein.
- 13.2 You are not permitted to alter any Software, copy it, adapt it for use on non-compatible hardware or edit it in any other way, and you shall indemnify Infinigate against any costs, expenses and/or other losses incurred in respect of any culpable breach by you of this clause 13.2 and/or of any other provisions in this clause 13 generally.
- 13.3 The use of each Product (whether software or hardware) is subject to the relevant licence terms and conditions of the relevant Supplier. You undertake to comply with those licence

terms and conditions and (where you are a Reseller) to pass on a corresponding obligation to your End Customers. You must (where you are a Reseller) report any breaches to Infinigate by an End Customer of any such obligations without delay. In addition, you undertake to comply with the general terms and conditions of each relevant Supplier, especially its marketing and sales obligations with special attention to the valid national and international export and compliance regulations including (without limitation) anti-corruption provisions.

- 13.4 You agree to dispatch the Products only under the trademarks under which they are supplied by Infinigate, and under no circumstances shall apply any other trademarks to any Product which is not a trademark supplied by Infinigate. Any notes on the Products in regard to copyright, trademark or other intellectual property rights may not be removed, altered, concealed or made otherwise invisible by you. You are authorised only with prior written consent of Infinigate to translate supplied documentations for any commercial purpose.
- 13.5 You will inform Infinigate immediately if a third party raises any claims of infringement of any intellectual property rights (whether in relation to infringement of trademarks, copyright or otherwise) against you because of the use and/or sale of the Products and/or Services delivered. You will not acknowledge the alleged infringement of intellectual property rights and shall leave any dispute, including any extrajudicial settlement either to Infinigate or conduct any action in consultation with Infinigate or the Suppliers.

14 Export/Import

- 14.1 All Products, Services and technical expertise are delivered by Infinigate in compliance with the currently valid export regulations and shall be used and remain in the country agreed with you according to your sales order information. You acknowledge and agree that all Products, Services, and related technical information ("**Export Items**") supplied by Infinigate under an Agreement are or may be subject to applicable export control, sanctions, and customs laws and regulations, including but not limited to those in force in the United Kingdom (such as the Export Control Act 2002), the European Union (including the EU Dual-Use Regulation), and the United States (including regulations imposed by the US Department of Commerce and the Bureau of Industry and Security), and may also be subject to the export control, sanctions, and customs laws and regulations of the country(ies) in which they are acquired, supplied, incorporated, shipped, transported, transmitted, used, or received. You undertake to comply with all applicable laws and regulations.
- 14.2 Restrictions. You undertake not to export, re-export, transfer, or otherwise make available, directly or indirectly, any Export Items without first obtaining all required export licences, permits, or other government authorisations from the relevant authorities, including, where applicable, US and/or UK authorities, Export Items may not be exported, re-exported, sold, leased, or otherwise transferred to (i) any military end-use or military end-user in Belarus, Burma, Cambodia, China, Russia, or Venezuela; or (ii) any activity prohibited by the United States or other applicable government laws or regulations (including but not limited to activities related to the proliferation of nuclear weapons, biological or chemical weapons, or ammunition or missiles).
- 14.3 Your Obligations. You are further obliged to:
- 14.3.1 Provide, in relation to each order, accurate and complete information regarding the End Customer (including its full name), the relevant order number, and the final destination of the Export Items, including the country to which the Export Items will be delivered, used, or accessed;
- 14.3.2 Inform potential End Customers that some Products may be subject to US export licences requirements and that in such cases the End Customer may be subject to verification or inspection by U.S. authorities.

- 14.4 Indemnification. You shall be solely and fully responsible and liable for complying with all applicable export control laws and regulations and undertake to indemnify, defend, and hold harmless Infinigate, its Affiliates, officers, employees, and other persons from and against all claims, damages, losses, penalties, liabilities, costs, or expenses (including reasonable legal costs) arising from or related to your breach of the obligations contained in this clause or applicable export control laws.
- 14.5 Right to Suspend/Terminate. In the event of an actual or suspected breach of the provisions of this clause or applicable export control laws, Infinigate may, at its sole discretion, suspend or immediately terminate any orders, deliveries, or commercial relationships with the Contractor, without incurring liability and without prejudice to other rights or remedies available.

15 Sanctions

- 15.1 You undertake to comply with all applicable Sanctions laws and regulations.
- 15.2 Furthermore, you undertake that you will not sell, transfer, supply, or otherwise make available any Products or Services supplied by Infinigate to, for the benefit of, or for the account of:
- 15.2.1 Individuals or entities subject to Sanctions;
- 15.2.2 Individuals or entities located, registered, or ordinarily resident in the territory of Belarus, Cuba, Iran, North Korea, Russia, Syria, the Crimea region of Ukraine, or the non-government-controlled territories in Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine; or
- 15.2.3 Any person (natural, legal, or organisational unit without legal personality) that is directly or indirectly 50% or more owned or is directly or indirectly controlled by any person or entity listed in the points above.

16 Ethics, Anti-Corruption, Anti-Slavery, and Legal Compliance

- 16.1 Each party is obliged to conduct its business ethically and in full compliance with applicable laws and regulations, including but not limited to anti-bribery and anti-corruption laws, such as the UK Bribery Act 2010, the US Foreign Corrupt Practices Act (FCPA), the French Sapin II law (Loi n° 2016-1691), and any other analogous laws.
- 16.2 Neither party shall engage or permit any third party acting on its behalf to engage in any form of bribery, corruption, influence peddling, illegal payments, or benefits of any kind, directly or indirectly.
- 16.3 Each party shall also comply with all applicable laws concerning the prevention of modern slavery, human trafficking, forced labour, and child labour. Each party confirms that it does not and will not engage in any practices constituting or that could constitute slavery or human trafficking and shall take reasonable steps to ensure that its supply chains are free from such practices.
- 16.4 Each party shall implement and maintain appropriate policies, procedures, and internal controls to ensure compliance with this clause and shall promptly notify the other party of any actual or suspected breach.

17 Confidentiality

- 17.1 Each party agrees to keep confidential all information of a confidential nature (whether written, oral, electronic, or otherwise) received from the other party in connection with these

Terms and Conditions or any Agreement or cooperation between the parties, including but not limited to business, technical, financial, or commercial information ("**Confidential Information**").

- 17.2 Each party shall protect the Confidential Information of the other party using the same degree of care it uses to protect its own confidential information (but in no event less than reasonable care) and shall not disclose it to any third party or use it for any purpose other than as strictly necessary to perform its obligations under the Agreement.
- 17.3 This obligation shall not apply to information that (i) is or becomes publicly available without breach of this clause; (ii) was lawfully known to the receiving party before disclosure; (iii) is lawfully disclosed by a third party without restriction; or (iv) is required to be disclosed by law, regulation, or court order, provided that the disclosing party is given reasonable notice (to the extent legally permitted).
- 17.4 These confidentiality obligations shall remain in force for a period of five (5) years after the end of the contractual relationship (cooperation) between the parties.

18 Purchase Tax/Import Turnover Tax

If you are domiciled outside Belgium, you must comply with the applicable provisions of purchase tax and/or import turnover tax rules when purchasing the Products, you must disclose your sales tax identification /VAT ID number (as the case may be) as well as any other information necessary. You must indemnify Infinigate against any costs, expenses or other losses suffered or incurred by Infinigate pursuant to or as a result of your non-compliance with this clause.

19 Modification

- 19.1 You acknowledge and agree that the Agreement may be modified provided that the amendment is required for valid reason, was not foreseeable at the time the Agreement was concluded, is out of Infinigate's control and not caused by Infinigate, and Essential Provisions of the Agreement are not changed. "**Essential Provisions**" are provisions on the type and scope of the contractually agreed Services and/or Products and the term, including the provisions on termination.
- 19.2 Valid reasons within the meaning of clause 19.1 are in particular: changes to statutory requirements, changes in the case law of the highest courts, technical changes and developments, loopholes in the Agreement, and/or other equivalent reasons.
- 19.3 If Infinigate amends the Agreement unilaterally in accordance with clause 19.1, you may terminate this Agreement without notice period and at no cost, unless the amendment is solely to your benefit, does not have adverse effect on you or is directly required by European Union or national law. The termination notice may be given within three (3) months of the date on which you receive notification on the amendment by Infinigate. The termination will take effect at the earliest on the date the amendment takes effect.
- 19.4 Infinigate will notify you of modifications in accordance with clause 19.1 at least one (1), at the latest two (2) months before the amendment is planned to take effect by email notification about the following content and effective date of the modification and your existing right of termination.

20 General

- 20.1 You may not assign any rights or obligations under these Terms and Conditions without the prior written consent of Infinigate.

- 20.2 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms and Conditions.
- 20.3 Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified.
- 20.4 These Terms and Conditions are governed by substantive laws of Belgium excluding the United Nations Convention on Contracts for the International Sale of Goods ("**CISG**"), and any dispute under it shall be subject to the exclusive jurisdiction of the competent courts of the judicial district in which you have your registered office.
- 20.5 Any reference to any statute or legislation shall be deemed to include any amendments, re-enactments or replacements unless otherwise stated.
- 20.6 You are an independent contractor, not an Infinigate agent, joint venture, partner, or fiduciary.
- 20.7 Infinigate has no obligation to deal exclusively with you and shall be free to utilise others to fulfil obligations similar to or equivalent under these Terms and Conditions.
- 20.8 Infinigate reserves the right to control, direct and establish technical procedures for the Servers and the provision of the Services and Infinigate may make reasonable operational changes to the Services without prior notice when necessary.

Schedule 1

Conditions of Supply

- 1 Where appointed by Infinigate as a Reseller you acknowledge that the End Customer will be responsible for obtaining and maintaining their own compatible computer system being all such equipment, software and communications lines, including any public lines required by the End Customer to access the Services ("**End Customer's Equipment**"). Infinigate has no responsibility for or liability with respect to the End Customer's Equipment.
- 2 All Software made available for use by the End Customer under these Terms and Conditions are provided subject to the licensing conditions and restrictions of the Software Supplier, including (but not limited to): (i) in respect of the Microsoft Software, the licensing conditions available upon request; and (ii) in respect of other Software, the licensing conditions available upon request ("**License Terms**"). Services may be subject to Supplier service terms ("**Service Terms**"). You shall procure that all End Customers accept the License Terms and/or Service Terms applicable to each Product and/or component of the Services, as the case may be.
- 3 You represent, warrant and undertake:
 - 3.1 to at all times work in good faith to protect and promote the interests of Infinigate;
 - 3.2 to deal promptly with any complaints, claims or actions relating to the Services and keep Infinigate fully informed of any matters relating to defects or alleged defects in the same;
 - 3.3 to at all times use commercially reasonable endeavours to promote and extend sales of the Services;
 - 3.4 to obtain the prior written approval from Infinigate (such approval not to be unreasonably withheld), where any reference to Infinigate and or its Affiliates name or mark is made in any publication, advertising or marketing materials;
 - 3.5 not to make any representations regarding the Products and/or Services other than those contained within Product/Service description provided by Infinigate or its Affiliates in their marketing materials;
 - 3.6 not to negotiate with End Customer, vary, or grant rights to End Customer exceeding or inconsistent with the License Terms and/or Service Terms
 - 3.7 to maintain sufficient personnel adequately skilled and trained for the appropriate support of the Services;
 - 3.8 at your own expense, provide the End Customer with training on the use of the Services;
- 4 You acknowledge and agree that the Services are supplied subject to the condition that there will be no abuse or fraudulent use thereof. Abuse and fraudulent use of the Services shall include (without limitation):
 - 4.1 obtaining, or attempting to obtain, the Service by rearranging, tampering with, or making connection with any facilities of Infinigate and or its Affiliates, or by any trick, scheme, false representation or false credit device, or by or through any other fraudulent means or devices whatsoever, with intent to avoid payment, in whole or in part, of the regular charges for the Services;

- 4.2 attempting to, or actually obtaining, accessing, altering, or destroying the data files, programs, procedures and/or information of Infinigate, its Affiliates or of another customer of Infinigate/its Affiliates;
- 4.3 using the Services in such a manner as to interfere unreasonably with the use of the Services by any other user or authorised person.
- 5 Infinigate shall take reasonable steps to protect the End Customer's information in accordance with the provisions of ISO 27001:2013, however the parties acknowledge that the Internet is not secure and accordingly that Infinigate cannot guarantee the privacy of the End Customer's information.
- 6 You shall make it a condition that the End Customer shall use the Services in accordance with the Acceptable Use Policy of Supplier. Information on the applicable terms be provided upon request.
- 7 Where applicable, you shall make it a condition upon the End Customer that the End Customer shall use an up-to-date virus-scanning program on all End Customer Equipment.
- 8 You shall procure that the customer maintains confidentiality of its login names, passwords and other confidential information relating to the customer's access to the Services.
- 9 Where applicable, you shall maintain confidentiality of login names, passwords and other confidential information relating to the Services.
- 10 You acknowledge that neither Infinigate nor its Affiliates operate or exercise control over, nor accept responsibility for the content of End Customer Equipment.
- 11 You warrant and represent to Infinigate that you have no financial or other economic interest, either directly or indirectly with any competitor of Infinigate.

Schedule Two

Services and Performances of Managed Services

Quote

Schedule Three

Services and Performances of Software as a Service

1. Subject to the prior written agreement of Infinigate, the Services support shall exclusively comprise support and advice to the End Customer by telephone or e-mail.
2. To the extent it is agreed by Infinigate that the Services can be provided on your premises in exceptional cases, you shall provide sufficient workplaces and work equipment free of charge upon Infinigate's request only in case this is urgently necessary to perform the Services and Infinigate is unable to provide own work equipment.
3. You are obliged to support Infinigate in the performance of the owed Services to the best of your ability as far as reasonable, necessary and appropriate and to create in your operation all conditions necessary for the proper execution of the order. You shall in particular provide the necessary information and, if required, enable remote access to systems relevant to performance. You shall further ensure that competent personnel are available to support Infinigate.
4. You shall comply with Infinigate's technical instructions.
5. You shall, prior to the commencement of the Services, designate one or more responsible contact persons with decision-making authority who shall be available to Infinigate's employees or vicarious agents and who shall be authorised to make binding declarations.
6. You shall not have any rights to issue instructions with regard to the performance of the Services and support.
7. You shall inform Infinigate without undue delay of any malfunction or failure of the Software in connection with the performance of the Services and shall pass on all necessary information.
8. You are obliged to describe any malfunction or failure as precisely as possible to Infinigate. Where you fail to provide a description which is comprehensible to Infinigate, Infinigate shall not be liable for the consequences of a delayed or incomplete notification of faults or malfunctions.
9. You shall refrain from any action which makes it difficult or impossible for Infinigate to provide the Services and support. Otherwise Infinigate shall be released from its obligation to perform.
10. The proper and regular data backup is regularly not part of Infinigate's Services and is exclusively your responsibility and also in the context of the provision of Services. Reference is made to the limitation of liability pursuant to clause 10 in the Terms and Conditions.
11. You are obliged to comply with all operating and licence conditions prescribed by Suppliers or Infinigate and will not change any settings or configurations of the Products provided by them on your own authority.
12. To the extent Infinigate comes into contact with data stored on your systems in the course of services or performances in the context of Software as a Service, you shall be responsible for compliance with the provisions of Data Protection Legislation. You shall indemnify Infinigate against any claims in this respect.
13. To the extent Infinigate is to provide Services to third parties on the basis of separate agreements with you, you shall ensure that the End Customer complies with the conditions and obligations to cooperate set out herein.
14. If you don't or insufficiently comply with the conditions and duties to cooperate set out herein, Infinigate is entitled to charge you for any additional expenses caused thereby.