



ICASA

ANNEX 1

General Terms & Conditions

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Introduction

These General Terms and Conditions for Services (“Terms and Conditions”) are related to and governed by the Agreement or Order Form concerning any purchase by the Client of any Products and/or Services from ICASA. The Client hereby represents and warrants that he has read all the terms of the Agreement and documents related to it.

Applicable schedules

Where the Client purchases by means of an Agreement or Order Form:

- a Product that is delivered on premises, the additional terms and conditions in Schedule 1 apply;
- a SaaS licensed product (Software as a Service (“SaaS”) subscription, the project implementation (BUILD) and the support services (RUN), the additional terms and conditions in Schedule 2 apply;
- professional Services, the additional terms and conditions in Schedule 3 apply;
- Third Party Products and/or Services, the additional terms and conditions in Schedule 4 apply.

Article 1 - Definitions & Interpretation

For purposes of these General Terms and Conditions, the terms below shall have the meanings defined below.

1.1. Definitions

Agreement means the following documents:

- (a) the governing Agreement and all documents governed by and related to it, including the present General Terms and Conditions for Services of ICASA, and
- (b) the Order and all additional or specific provisions incorporated either directly or by reference in the Order.

Business Day means Monday to Friday, from 08:00 AM to 06:00 PM CET, except Belgian public holidays. A Business Day contains eight (8) business hours. Any reference to days other than Business Days shall be construed as calendar days.

Client Content means any data, information, trademarks, logos, files, images, text or other content that may be provided by Client or its authorized users for use in conjunction with the Software or Services. The Client Content used in conjunction with the Software or Service is stored and maintained in the ICASA cloud platform.

Completion Criteria means the detailed and written conditions listed in an Order for Project Services that ICASA is required to meet to satisfy its obligations under the Agreement.

Derivative Works means a work based on one or more pre-existing works, including, but not limited to, a condensation, transformation, translation, modification, expansion or adaptation of such preexisting works, which, if prepared without authorization of the owners of the copyright of such pre-existing works, would constitute a copyright infringement under applicable law. A compilation incorporating Materials or Programs is also a Derivative Work.

ICASA or ICASA Energy means ICASA Energy Solutions N.V., a company incorporated under the laws of Belgium and having its registered offices at B-3590 Diepenbeek, Wetenschapspark 23.

ICASA Product means a Product marketed by ICASA under its own name.

Licensed Program means a copyrighted Program, which is subject to the terms and conditions of a license agreement.

Machine means a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them.

Materials means literary works or other works of authorship, such as programs, program listings, programming tools, documentation, reports, drawings and similar works that ICASA may deliver to the Client as part of a Service.

Non-ICASA Product means a Product acquired by ICASA from another supplier and provided to the Client without modification or adaptation.

Order means an Order placed by the Client and accepted by the Parties in accordance with their then current procedures. The Order specifies all additional provisions agreed upon between the Parties such as, but not limited to, the description of deliverables (Services, Materials, ICASA and non-ICASA Products), the Completion Criteria, the estimated delivery schedule and the applicable charges.

Order Form means an order, on ICASA standard forms, placed by the Client for Services.

Parties means ICASA and the Client, collectively.

Party means either ICASA or the Client.

Product is a Machine or a Program.

Program means the following, including the original and all whole or partial copies:

- (a) machine-readable instructions and data; and
- (b) audio-visual content (such as images, text, recordings, or pictures). The term Program includes any ICASA Program and non-ICASA Program that ICASA provides to the Client but does not include Materials.

Related Company means any corporation, company or other business entity:

- (a) which owns or will own, controls or will control directly or indirectly more than 50% of the voting shares of either Party; or
- (b) where more than 50% of whose voting shares are owned or will be owned, controlled or will be controlled, directly or indirectly, by either Party or by a related entity as defined under § n.1.

However, any such corporation, company or other business entity will be deemed to be a Related Company only so long as such ownership or control exists. "Voting shares" are outstanding shares or securities representing the right to vote at the ordinary shareholders meetings.

SaaS means ICASA Software as a Service offering that is based on ICASA's proprietary software and provisioned as a service by the ICASA. It can be used to support various different use cases in the area of document driven business processes. Depending on the use case, the Client can access SaaS using a general web browser, API or through a software application which is separately installed into Client's computer(s).

SaaS Term means the period during which the Services and access to the Software will be provided by ICASA to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).

Service or **Services** means the hosting, maintenance, support and other ICASA's performance services of a task, provision of advice or counsel, assistance, or access to a resource (such as access to an information database) made available by ICASA to the Client pursuant to these Terms and Conditions.

Service Contract means the Order and these Terms together with the applicable Order Form, the Service Description(s), any applicable Service Specific Terms and Conditions and the Service Level Agreement, in each case in the form existing as at the date of the Order Form.

Service Description means the document setting out the description of the Service(s) referenced in the Order Form.

Service Level Agreement or **SLA** means the document setting out the service levels to which we target to commit the Services referenced in the Order Form.

Service Specific Terms and Conditions means any additional terms and conditions which apply to a particular Service. The Order Form will state whether or not there are any Service Specific Terms and Conditions.

Subscription License Fee means the fee which covers the provision of the Services during SaaS Term payable monthly in advance. Additional licenses can be purchased and added as and when required to expand the number of licenses connected to a Service.

Terms means these General Terms and Conditions.

User Documentation means ICASA user documentation relating to the SaaS.

1.2. Interpretation

In these Terms, unless the context otherwise requires: (a) the headings are for convenience only and do not affect interpretation; (b) where appropriate, words denoting the singular include the plural and vice-versa and words importing one gender include the other gender; (c) reference to any document, including any statute or statutory provision, is a reference to the document at the relevant time, as amended, extended or re-enacted; and (d) the words "includes" or "including" should be read as being followed by the words "without limitation".

1.3. Order of Precedence

If there is any conflict between any provision of the documents which make up a Agreement, the following order of precedence applies with those documents listed first taking precedence over the documents listed after them:

- (a) the Agreement;
- (b) the Order Form;
- (c) any applicable Service Specific Terms and Conditions;
- (d) the Service Level Agreement;
- (e) the relevant Service Description;
- (f) these Terms.

Article 2 - Services

ICASA provides the following types of Services pursuant to an Order:

2.1. Support Services:

Support provided by ICASA to the activities of the Client, who remains responsible for the control, management and supervision of the work, and for any results to be achieved. Support Services will terminate after an agreed upon duration or at a given date or may be automatically renewed for a mutually agreed period. Support Services may also include maintenance Services for Machines performed by ICASA's technical staff.

2.2. Project Services:

ICASA is responsible for managing the project that may be subject to Completion Criteria, as specified in the Order. The following are examples of Project Services that may be provided by ICASA:

- a) Consulting Services, such as reengineering business processes, linking business and technology strategies, improving application development and information processing capabilities; and
- b) Custom Services, such as managing and performing project tasks to deliver Materials.

Depending on their nature, Services may be performed either on a time and materials or fixed price basis.

Renewable Services are subject to the provisions of Article 7 - "Renewable Services".

Article 3 - Order

3.1. Each Order will include project specific elements such as, but not limited to:

- a) the content of the deliverables (Services, Materials, ICASA and non-ICASA Products);
- b) an estimated schedule, for planning purposes only, with the project milestones or phases and, if applicable, the Completion Criteria and acceptance procedure for each phase;
- c) the locations where the Services will be performed;
- d) the applicable rates, charges and any other terms; and
- e) the responsibilities of the Parties.

Article 4 - Changes to an Order

4.1. At any moment during execution of the Agreement, either Party may request, in writing, a modification to the Order, such as, but not limited to, changes in the description of the Services or Products to provide, revision of the acceptance procedure and changes to the estimated delivery schedule or extension of Services after their scheduled termination. The receiving Party shall provide a written reply to the other Party.

4.2. In responding to any such demand from the Client, ICASA will indicate whether the change is practicable and, if applicable, how such change will impact the terms and conditions of the Agreement. Any modification to the Order may result in a change in the acceptance procedure, Completion Criteria, estimated schedule, charges and other terms and conditions of the Agreement.

4.3. Depending on the extent and complexity of the changes requested by the Client, ICASA may charge for its efforts to analyze them. If such charges apply, ICASA will give the Client a written estimate and begin the analysis only on the Client's written authorization.

4.4. If the change request is submitted by ICASA, the Client will notify ICASA in writing of its decision either to authorize the modification and accept the resulting changes to the terms and conditions of the Agreement, or to reject it.

- 4.5. In case of mutual agreement on the requested changes, ICASA will prepare a written amendment to the Order called a "Change Request" that will describe the requested changes and the effects on the terms and conditions of the Agreement. Any change arising out of a Change Request will be effective only after its signature by the Parties. The Change Request will take precedence over the Order and any previous Change Request.
- 4.6. Pending agreement between the Parties on a change request, ICASA will proceed in accordance with the then current authorized terms and conditions of the initial Agreement or with the last Change Request accepted by the Parties.
- 4.7. Should ICASA not be able to perform, and thus accept, a reasonable change requested by the Client, the latter may terminate the Change Request in accordance with the provisions of Article 8.1 "Termination for Convenience".
- 4.8. ICASA acknowledges that the notice provisions of section 4.1 of this Article 4 - may not be practicable when the Client requests temporary suspension of the Services for a limited duration and upon a very short notice. In such event, ICASA may adjust the delivery schedule (including the dates of acceptance test) to reflect any impact of such temporary suspension on its organization and commitments. ICASA reserves the right to invoice compensatory charges, as specified in the Order, until regular performance of the Services is resumed.

Article 5 - Personnel

- 5.1. ICASA will assess the technical skills needed for meeting the project objectives and assign the personnel to perform the Services. ICASA will make commercially reasonable efforts to meet the Client's specific requests regarding the assignment of such personnel but reserves the right to determine such assignment in its sole discretion.
- 5.2. All or part of the Services under an Order may be performed by personnel of ICASA and its Related Companies or subcontracted to independent contractors selected by ICASA. Unless otherwise specified in the Order, any reference to ICASA personnel includes ICASA's Related Companies and subcontractors' personnel.
- 5.3. Unless otherwise agreed in the Order, Services are performed on Business Days only. Services that need to be performed in excess of eight (8) business hours or outside the business hours are subject to ICASA's prior written consent.
- 5.4. Based on the technical specifications of the Services and the applicable labor regulations, the Parties will agree on all required practical provisions such as, but not limited to, daily schedule of the personnel performing under the Order, planned absence for holidays or training, and replacement in case of unavailability. Such provisions will be detailed, if required, in the Order.
- 5.5. Each Party will appoint an individual (the Project Manager) who has the authority to represent and bind the respective Party in connection with all aspects of the Agreement.
- 5.6. Each Party will be responsible for the supervision, direction and schedule of its own personnel and for any obligations related to that Party's employment contract with its personnel.
- 5.7. The Client agrees not to make an unsolicited, direct offer of employment to any personnel of ICASA who have performed, are performing or are to perform on the Order, unless ICASA agrees otherwise in writing in respect of any particular employee. This obligation shall apply during the entire duration of the Agreement and for twelve (12) months after its termination. In case of breach of this Article 5.7, the Client agrees to pay to ICASA liquidated damages – covering hiring, training and other personnel costs as well as commercial damages resulting from ICASA's contractual obligations – equal to twelve (12) times

the total monthly wages (including social charges and benefits) that ICASA paid for the hired employee during the last whole month prior to such employee's departure.

Article 6 - Charges

6.1. Charges

The Order specifies the charges and conditions applicable to the Services and other deliverables provided by ICASA, such as, but not limited to:

- a) as the case may be, the hourly and daily rates, and the fixed price for the Services;
- b) the one-time and/or recurrent charges for the use of Programs;
- c) the prices for the Machines; and
- d) the travel and lodging costs.

6.2. Taxes

If any authority imposes a tax, duty, levy, or fee, excluding those based on ICASA's net income, upon any Order, then the Client agrees to pay that amount as specified in the invoice or supply exemption documentation.

6.3. Indexation

Subject to applicable laws, the charges as defined in the Order for the recurring Subscription License Fee and the Servicing Prices will be adjusted on January 1st of each calendar year in proportion to the consumer price index applicable in Belgium according to the following formula referred to hereinafter. Hours or days actually performed will be charged at the rates and conditions applicable at the date of performance. The adjustments will be calculated according to the following index formula:

$$P = PO * S / SO$$

Where:

P = New price for the calendar year (Y);

PO = Previous price (preceding calendar year, Y-1) as applicable before the cost of living adjustment described here;

S = Belgian consumer price index (as published by the Belgian Federal Government) for the month of December (Y-1) preceding the month of adjustment of the Price;

SO = Belgian consumer price index (as published by the Belgian Federal Government) for the month of December of the year preceding the year used for the consumer price index determined as S in the formula above (Y-2).

In the event the Belgian Federal Government stops publishing this index or substantially changes its content, format or calculation method, the Parties will agree on a substitute comparable index.

6.4. Premium rates

Premium rates, specified in the Order, will apply for Services agreed to be delivered outside the Business Days or beyond the usual business hours, as defined in Article 1.1.

6.5. Invoice procedure

ICASA will invoice the Client on a monthly basis. Unless otherwise agreed, the Client agrees to pay the charges within 14 days of the date on the invoice.

6.6. Overdue fees

If any payments are not received by ICASA on the due date, and unless otherwise specified on the invoice, from the day following the due date by operation of law and without prior notice of default, ICASA is entitled to the payment of an interest to be set at the reference rate plus seven percentage points rounded to the nearest half percent and with a minimum of 10%. The reference interest rate is the interest rate charged by the European Central Bank for its most recent main refinancing operation, as defined by the Law of 2 August 2002.

ICASA is also entitled, without prejudice to its right to reimbursement of legal costs in accordance with the provisions of the Judicial Code, to a reasonable reimbursement by the Client for all relevant collection costs as a result of late payment in accordance with the law of 2 August 2002. In addition, in the event of non-payment of the balance due on or before the due date, also by operation of law and without any notice of default, compensation will be payable which is fixed at 10% of the sum due.

In the event of late payment of an invoice, all other outstanding invoices become immediately due and payable, despite the payment periods permitted by ICASA.

6.7. Suspension of Services for Late Payment

In the event of late payment of 90 days or more, ICASA is entitled by law and with immediate effect to suspend access and use of all software and hardware systems supplied and / or put into use, without prior notice, until complete payment. The Client is solely liable for any consequences of late payment.

6.8. Other late payment rules

If it turns out that the financial situation of the Client is subject to doubts, any further execution can be stopped, immediate payment is required and payment security is requested of what is still to be carried out or of what has already been carried out but not invoiced.

However, the foregoing provisions do not constitute a waiver of the right of ICASA to claim the cancellation of the agreement with compensation in the event of non-payment.

ICASA's rights relating to late payment fees shall be in addition to any other right that ICASA may have in the event that the Client fails to make any payment due to ICASA under the Agreement.

Article 7 - Renewable Services

7.1. Unless otherwise specified in the Order or terminated under the provisions of Article 8.3 "Termination of Renewable Services", renewable Services renew automatically at their expiration date for a one (1) year contract period.

7.2. The terms relating to renewable Services may be changed by ICASA at the end of each contract period with a three (3) months' prior written notice.

Article 8 - Agreement Termination

All termination notices under this Article will be served in writing by registered mail.

8.1. Termination for Convenience

The Client may terminate the Agreement for its convenience upon ninety (90) days prior notice. The notice will state the effective date of termination. In the event of such termination:

- a) The Client will keep all items delivered by ICASA under the Order prior to the date of termination or scheduled for delivery prior to such date, and will pay any amounts due for such items;
- b) When Services are delivered for a fixed price, the Client will pay the pro-rated portion of the amount to be invoiced for the current contractual period. The pro-rata factor is the ratio between (i) the number of days from the commencement of the current period up to the date of termination and (ii) the total number of days in that period;
- c) The Client will pay the termination charges, as specified in the Order; and
- d) The Client will indemnify ICASA against payments made or which ICASA remains liable to make under, or in respect of the termination by ICASA of, agreements with sub-contractors or suppliers of products placed pursuant to the Agreement.

8.2. Termination for Cause

The Client may terminate the Agreement for the cause of a specific breach upon thirty (30) days prior notice. The notice will state the effective date of termination. In the event of such termination:

- a) Either Party may terminate the Agreement if the other does not comply with its terms, by serving a notice requiring the breach to be remedied within thirty (30) days. If the breach is not remedied within such period, the Party serving the notice will be entitled to serve a further notice terminating the Agreement with immediate effect.
- b) Breach that is remedied within the agreed period may nevertheless result in changes that will be handled in accordance with Article 4 - "Changes to an Order".
- c) Either Party may terminate the Agreement ipso jure with immediate effect by written notice if the other Party has filed for bankruptcy, enters into liquidation (whether voluntary or compulsory), makes any special arrangement or composition with its creditors, suspends or ceases payments on its debts, or if that other Party's insolvency would be widely recognized.

- d) In the event of termination under this Article 8.2 by the Client, and unless otherwise agreed in writing by the Parties, the Client shall pay ICASA for all items (Services, Materials and Products) delivered and accepted at that time and the Parties shall enter into good faith negotiations to determine a price for the remaining items.
- e) In the event of termination under this clause by ICASA for Client breach, the provisions of Article 8.1 "Termination for Convenience" will apply.

8.3. Termination of Renewable Services

- a) The Client may terminate renewable Services at any time during the term of the Agreement upon ninety (90) days prior notice. In the event of such termination, the provisions of Article 8.1 "Termination for Convenience" will apply.
- b) ICASA may terminate renewable Services at any time during the term of the Agreement on ninety (90) days prior notice. In the case of Services prepaid by the Client, ICASA will give a pro-rated refund to the Client for the not provided Services.

Article 9 - Confidential Information

- 9.1. The Parties agree not to disclose the content of the Agreement and any related documents to third parties, unless needed for its execution or required by law.
- 9.2. All information exchanged is non confidential. If either Party requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

Article 10 - Proprietary and Use Rights

10.1. Reservation of Rights in ICASA Products and ICASA Services

ICASA and its licensors own all rights, title and interest in and to the ICASA Products, ICASA Services, ICASA Documentation and all other ICASA IPRs. Subject to the limited rights expressly granted in this Agreement, ICASA reserves all rights, title and interest in and to the ICASA Product and/or ICASA Software as a Service (in both binary executable code and source code form) including program architecture, design, coding methodology, documentation, screen shots, and "look and feel", all modifications, updates, enhancements and improvements thereto (even if requested and paid for by the Client), all goodwill associated therewith and all related IPRs whether current or future. No rights are granted to the Client hereunder other than as expressly set forth herein. The Client agrees that any purchases of ICASA Product and/or ICASA Software as a Service under this Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by ICASA regarding future functionality or features.

10.2. Client Materials

Pursuant to an Order, ICASA may, during the Services, deliver Materials to the Client. Such Materials will be subject to the following provisions:

- a) As from the date that they have been paid in full, the Client will have all rights, title and ownership of copyright in all Materials identified in the Order as "Client Materials".
- b) The Client grants to ICASA and its Related Companies:
 - i. an irrevocable, nonexclusive, world-wide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare Derivative Works based on the Materials;
 - ii. the right to authorize others to do any of the former.

10.3. Other Materials

Pursuant to an Order, ICASA may, during the Services, deliver Materials to the Client. Such Materials will be subject to the following provisions:

- a) ICASA or a third party will retain all rights, title and ownership of copyright in all Materials that are not identified as "Client Materials" in the Order.

- b) ICASA will deliver one copy of the specified Materials to the Client. ICASA grants the Client an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, prepare Derivative Works, and distribute, for its own use only, copies of such Materials. However, the Client will not be authorized to make available to third parties, in whole or in part, any Materials, Derivative Works, or copies thereof without ICASA's prior written consent.

10.4. **Grant of Rights: Software Term License**

On the purchase of a Software Term Licence, the Client is granted a non- exclusive, non-transferable licence to use the ICASA Product (including any ICASA Documentation) solely for the internal business purposes of the Client and its Affiliates for ten (10) years from the Effective Date. The grant of a Software Term Licence is subject always to the Client's compliance with the terms of the Agreement.

10.5. **Grant of Rights: Software Subscription License**

On the purchase of a Software Subscription Licence, the Client is granted a non- exclusive, non-transferable annual licence to use the ICASA Product (including any ICASA Documentation) solely for the internal business purposes of the Client and its Affiliates for the duration of the Minimum Term. Each annual grant is conditional upon the payment by the Client of the applicable monthly fees and Client's compliance with the terms of the Agreement.

10.6. **Grant of Rights: Software as a Service Right of Access**

On the purchase of the ICASA Software as a Service license, on the Effective Date and each subsequent Renewal Date, the Client is granted a non-exclusive, non- transferable right to access and use the applicable ICASA Software as a Service (including any Documentation) on a monthly basis solely for the internal business purposes of the Client and its Affiliates for the Minimum Term. Each monthly grant is conditional upon the payment by the Client of the applicable Software as a Service Fees and Client's compliance with the terms of the Agreement.

10.7. **Use of ICASA's Products and Services**

The ICASA Product and/or ICASA Software as a Service (including any ICASA Documentation) may only be used or accessed by:

- a) the Client, its Affiliates, their respective employees and any sub-contractors for data inputting and reporting for the internal business purposes of the Client and/or its Affiliates (such sub-contractors being persons acting on behalf of the Client either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with the Agreement and notified to ICASA in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with the Agreement); and
- b) the Client, its Affiliates and their respective employees for configuration purposes in the normal course of the respective businesses of the Client and/or its Affiliates or by the Client's sub-contractors for configuration purposes where such sub-contractors are either approved services partners of ICASA or approved by ICASA expressly in writing for such purpose; and
- c) the Client's ultimate parent organization and its Affiliates for their own internal business purposes provided the parent organization is an Affiliate of the Client and that (i) each such organization is not a competitor of ICASA and (ii) this right shall automatically cease if any such organization ceases to be an Affiliate; and/or
- d) any other Users who would reasonably need access to the ICASA Product and/or ICASA Software as a Service (including any ICASA Documentation) in order for the stated business purpose or requirement of the Client, in using the ICASA Product and/or ICASA Software as a Service, to be fulfilled.

Save as set out in clauses 10.7.a) to 10.7.d) above, the ICASA Product and/or ICASA Software as a Service (including any ICASA Documentation) may not be used to provide any business processing services to any third party or be used by any third party (whether a business or individual).

10.8. **Restrictions on use**

The Client and any party granted a right to use or access ICASA Product and/or ICASA Software as a Service in accordance with clause 10.1 to 10.8 shall:

- a) where the Client possesses a copy (physical or electronic) of the ICASA Product, secure and protect the proprietary rights in it and any copies which are made of it;

- b) where the Client possesses a copy (physical or electronic) of the ICASA Product, ensure that no copies of the ICASA Product in any form will be given to any third party without the express permission of ICASA in writing;
- c) reproduce any copyright notice on all material related to, or part of, the ICASA Product on which any such copyright notice is displayed;

Not:

- a) copy, decompile, disassemble, reverse engineer, frame, mirror or duplicate any part or content of the ICASA Product;
- b) attempt to derive the source code of the Product;
- c) access the ICASA Product to (a) build a competing product or service; or (b) copy any features, functions or graphics;
- d) unless specifically permitted to do so in the Agreement, reproduce, distribute, publicly display, sublicense, lease, rent, assign, loan, transfer or otherwise make available the ICASA Product to a third party;
- e) modify, adapt, alter, translate, or create derivative works of the ICASA Product;
- f) merge (together) the ICASA Product with any other software or service;
- g) develop an alternative to the Product that is based on or derived from, in whole or in part, the ICASA Product or any ICASA Documentation;
- h) use the Product in violation of any import, export, re-export or other applicable laws or regulations;
- i) remove or obscure any copyright notices, proprietary rights notices, trade marks (or trademarks), trade mark credits, trade designation, confidentiality notice, mark, logo, legend or other information included in the ICASA Product;
- j) purport to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the licence to the ICASA Product without the previous consent in writing of ICASA.

10.9. Required Consents

- a) The Parties agree that in performing the Services, ICASA may be required to amend or modify programs that have been provided by the Client or to develop Derivative Works based on them.
- b) The Client shall be responsible, at its own expense, for promptly obtaining and providing to ICASA all "Required Consents" necessary for performing the Services. Required Consents means any consents or approvals required to give ICASA, its Related Companies and its subcontractors the right or license to use, execute or modify (including creating Derivative Works) the Client's or a third party's software, hardware and other products provided by the Client without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.
- c) The Client agrees to indemnify, defend and hold ICASA, its Related Companies and its subcontractors harmless from and against any and all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against ICASA and alleged to have occurred as a result of the Client's failure to provide any Required Consents.
- d) ICASA shall be relieved of the performance of any obligations that may be affected by the Client's failure to promptly provide any Required Consents.

Article 11 - Patents and Copyrights

For purposes of this Article, the term "Product" includes Materials alone or in combination with ICASA Products.

11.1. If a third party claims that a Product provided under the Agreement by ICASA to the Client infringes that party's patent or copyright valid in Belgium, ICASA will defend the Client against that claim at ICASA's expense and pay all costs, damages, and reasonable attorney's fees that a court finally awards, provided that the Client:

- a) promptly notifies ICASA by registered mail of any such claim;
- b) allows ICASA to control the defense and any related settlement negotiations; and
- c) fully cooperates with ICASA in the aforementioned defense and negotiations.

- 11.2. If such a Product becomes, or in ICASA's opinion is likely to become, the subject of such a claim of infringement, the Client agrees that ICASA may either secure for the Client a right of continued use or modify it so that it becomes non-infringing. If ICASA determines that none of these alternatives is reasonably available, the Client agrees to return the Product to ICASA on simple written request. ICASA will grant the Client a credit equal to the amount defined in the Order and paid for the delivery of such Product.
- 11.3. ICASA will have no liability if the claim is based on the modification of any Product by the Client or on its use in other than its specified operating environment.
- 11.4. This Article defines ICASA's entire obligation regarding any claim of infringement.

Article 12 - Client Data, Privacy and Data Protection

12.1. Client Data

The Client retains at all times ownership of and all right, title and interest in and to the Client Data. Subject to the limited rights granted by the Client in this Agreement, ICASA acquires no right, title or interest from the Client or its licensors in or to Client Data, including any IPRs therein. The Client will submit the Client Data in a format approved by ICASA as compatible for use with the applicable ICASA Product and/or ICASA Software as a Service. The Client is solely responsible for the quality, accuracy, reliability, consistency, suitability and legality of its Client Data and the means by which it acquired the Client Data and will use all reasonable efforts to update its Client Data (used in conjunction with the ICASA Product and/or ICASA Software as a Service) in a timely manner to correct typographical errors, truncation of data, out-of-date information and other inaccuracies.

12.2. Privacy

Each Party will comply with their respective obligations set out in ICASA's Privacy Policy.

12.3. Data Protection

ICASA will process Personal Data in accordance with Applicable Law and will set out in the Data Processing Register (inter alia) the subject matter and duration of the processing; the nature and purpose of the processing; the type of Personal Data being processed, a list of any sub-processors and the categories of the Data Subjects.

The parties may agree a Data Processing Agreement setting out the responsibilities of both Parties in relation to the processing by ICASA of Personal Data. In the absence of a separate Data Processing Agreement, ICASA will:

- a) process Personal Data only on documented instructions from the Client including with regards to cross-border data transfers, subject to certain limited exceptions;
- b) impose confidentiality obligations on all personnel authorized to process the personal data;
- c) ensure the security of the Personal Data that it processes including by implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk;
- d) implement measures to assist the Client in complying with Data Subject's rights;
- e) assist the Client in ensuring compliance with any data security requirements set out under Applicable Law taking into account the nature of the processing and the information available to ICASA;
- f) at the Client's election, either return or destroy the Personal Data at the end of the relationship, unless Applicable Law requires a longer retention period;
- g) provide the Client with all information necessary for it to demonstrate compliance with Applicable Law obligations relating to engaging data processors; and
- h) notify Client immediately if it believes that any instructions from Client to provide information violate Applicable Law.

12.4. Client Consents and Confirmation

Client hereby consents and instructs ICASA to:

- a) (as and when necessary) appoint new sub-processors provided that the sub-processor maintains the same or better levels of service than set out in the Agreement; and

- b) carry out the processing of Personal Data, particularly in regard to the processing of Personal Data outside the Territory, as set out in both the Agreement and Data Processing Product Sheets.
- Client hereby confirms, having read the Agreement, that the technical and organisational measures and level of security put in place by ICASA to protect Personal Data are appropriate to the risk.

Article 13 - Warranties

13.1. Services

- a) ICASA warrants that it will perform the Services using reasonable care and skill and according to their current description contained in the Order or in the latest Change Request.
- b) Unless otherwise set forth in the Order, there are no other warranties, expressed or implied, including those of fitness for a particular purpose.

13.2. ICASA Products

The warranties for ICASA Products delivered under an Order are defined in the agreements applicable to such Products and referenced in the Order.

13.3. Non-ICASA Products

Non-ICASA Products are subject to the specific terms and conditions of their respective vendor, manufacturer or distributor, in particular with regard to their use, warranty, services under warranty and post-warranty, patents and copyrights, as well as to the type and extent of the remedies available to the Client. Upon the Client's request, ICASA will provide such applicable terms and conditions for such Products.

13.4. Exclusion from Warranties

- a) ICASA does not warrant uninterrupted or error free operation of a Product or Materials or that it will correct all defects.
- b) ICASA will identify Products and Materials that ICASA does not warrant.

Article 14 - Limitation of Liability

The responsibility of ICASA under the Agreement is that of a supplier of data processing services and advice. On this basis, the Client's exclusive remedies are as follows:

- 14.1. Within the limits specified in this Article 14 - and regardless of the basis on which the Client is entitled to claim damages from ICASA (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), ICASA's entire liability for actual, direct and duly proven damages shall be limited, except if caused by ICASA's willful misconduct, to the amount charged (if recurring, twelve (12) latest months charges apply) for the specific Services, Products or Materials that are the subject matter of the claim.
- 14.2. This limit also applies to any of ICASA's Related Companies and subcontractors. It is the maximum for which ICASA, its Related Companies and subcontractors are collectively liable.
- 14.3. The foregoing limitation will not apply to claims for personal injury (including death) or damage to tangible personal property caused solely by ICASA's, Related Companies' or subcontractors' proven negligence, nor to payments due pursuant to Article 11 - "Patents and Copyrights".
- 14.4. In no event will ICASA be liable for the following, even if ICASA has been advised of the possibility of such damages, loss or claims:
- a) damages caused by the Client's failure to perform its responsibilities;
 - b) loss of, or damages to, Client's records or data;
 - c) any indirect or economic consequential damages (including, but not limited to, lost revenue, lost profits or anticipated savings); and
 - d) third-party claims against the Client, other than those referred to in Article 11 - "Patents and Copyright".

Article 15 - General

15.1. Assignment

The Client agrees not to assign, or otherwise transfer, the Agreement or its rights under the Agreement, or delegate its obligations without ICASA's prior written consent.

15.2. Conflicting Terms

In case of conflict between the terms of the present General Conditions and those contained in an Order, the latter will prevail.

15.3. Force Majeure

Neither Party will be responsible for failure to fulfil any obligations due to causes beyond its reasonable control, including without limitation, any delay caused by war, terrorism, interruption of electricity, internet, means of telecommunication, strikes and unavailability of Personnel and any delay caused by any act or omission of the other party ("Force Majeure"). The parties are not under an obligation to fulfil any obligation if fulfilment is impossible as a consequence of Force Majeure. The term Force Majeure shall be taken to include force majeure of ICASA's suppliers, the failure to properly fulfil obligations by suppliers which the Client has instructed ICASA to use, as well as any defectiveness of Non-ICASA Applications or third-party services which the Client has instructed ICASA to use. If a situation of Force Majeure lasts longer than ninety (90) calendar days, the parties shall have the right to terminate the Agreement and/or Order Form by giving notice to the other in writing. Any Services or Additional Services which have been delivered or performed pursuant to the Order Form before the force majeure event may be invoiced by ICASA and will be payable by the Client.

15.4. Free and Safe Access

- a) The Client agrees to provide to ICASA's personnel sufficient, free and safe access to the Client's facilities as required for ICASA to fulfil its obligations.
- b) ICASA will comply with the Client's reasonable rules and safety and health regulations communicated in writing to ICASA regarding personal and professional conduct while at the Client's facilities.

15.5. Freedom of Action

- a) Each Party may enter into similar agreements with others.
- b) ICASA's personnel may provide similar Services, including developing Materials, to other clients, without any limitations or restrictions, provided such Materials and Services do not infringe upon the Client's patent rights or copyrights under applicable law.

15.6. Governing Law and Jurisdiction

- a) The laws of Belgium govern the Agreement and the Parties agree to submit all disputes relating to the Agreement to the exclusive jurisdiction of the Judicial area of Antwerp.
- b) The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- c) Nothing in the Agreement affects any statutory rights of consumers that cannot be waived or limited by contract under applicable law.

15.7. Entire Agreement

The Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

15.8. Headings

The section headings appearing in the Agreement and each Order are for convenience of reference only and shall not control or affect in any way the scope, intent, or interpretation of any provision of the Agreement or any Order.

15.9. Limitations Period

Neither Party may bring a legal action more than two (2) years after the cause of action arose, unless otherwise provided by applicable law without the possibility of contractual waiver or limitation.

15.10. Remarketing

The Client may not resell all or any portion of the Services without ICASA's prior written consent.

15.11. Severability

If any provision of the Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement will not in any way be affected or impaired.

15.12. Survival

Any terms of the Agreement, which by their nature extend beyond the expiration or termination of the Agreement, shall remain in effect until fulfilled and apply to the successors and assignees of the Parties.

15.13. Trademarks

Neither Party grants the other the right to use, in any promotion or publication, its (or any of its Related Companies') trademarks, trade names or other designations without prior written consent.

15.14. Transfer of Risk

The Client will bear the risk of loss or damage from the day following the date of installation of the Product or Materials. Prior to that date, the Client is liable only if loss or damage is caused by its fault.

15.15. Waiver

The waiver, failure or delay of either Party to exercise in any respect any right provided for in the Agreement shall not be deemed a waiver of any further or future right under it.

Schedule 1

On Premises Specific Terms (if applicable – see clause 1.2)

1. Delivery

- 1.1. ICASA will make the Product available to the Client (for example by way of electronic download and release of appropriate licence keys) as soon as reasonably possible following signature of an Order Form on the Effective Date.

2. Use of Product (software)

- 2.1. Subject to paragraph 3 below, the Client is licensed to use the server elements of the applicable ICASA Product on a single installation at the Installation Address. Client may not split the usage of the ICASA Product across multiple server installations unless the parties specifically agree otherwise in the Deviation Schedule.
- 2.2. Unless otherwise agreed, Client is permitted to use the server elements of the applicable ICASA Software for three environments (including one production environment, one test environment and one development or disaster recovery environment).

3. Additional Client Obligations and Responsibilities

- 3.1. The Client is responsible for the safety, security and integrity of its data at all times. This includes, but is not limited to, ensuring that appropriate back-ups are made of all data on a daily basis in accordance with Good Industry Practice and ensuring that the system can be restored to its previous state in the event of problematic maintenance operations on a production environment. ICASA will provide a restoration service at the Client's cost provided up-to-date backups are available. Where ICASA requires assistance from any sub-contractor to the Client (e.g. an ISP) to carry out such restoration work, the Client will procure such assistance for ICASA at no additional charge to ICASA.
- 3.2. In the event that any data is at any time corrupted, lost or sufficiently degraded as to be unusable and the Client has complied with its obligations in paragraph 4 of this Schedule 1 above, then ICASA shall assist the Client to recover or restore such data either by using its own internal resource (to the extent of its ability to do so in this field of operation) or by co-operating with a specialist third party data recovery firm used by the Client, at any additional charge agreed between the parties in advance of any work being carried out.
- 3.3. On any termination of the Agreement by ICASA, the Client will immediately return the ICASA Product to ICASA, or at ICASA's request destroy the ICASA Product and all copies of the whole or any part of the ICASA Product and within seven (7) calendar days certify to ICASA in writing that it has returned or destroyed the Software, as applicable. Failure by the Client to affect the return or destruction will entitle ICASA, upon giving reasonable notice, to enter any premises of the Client to remove or supervise the destruction of the ICASA Product. In such circumstances, the Client hereby irrevocably authorises and licenses ICASA its employees or agents to enter the Client's premises for that purpose. The Client shall be liable for all reasonable costs incurred by ICASA in connection with the recovery of the ICASA Product, such costs to be paid on an indemnity basis.

4. Client Support

- 4.1. ICASA Client Support shall be provided from the Effective Date in accordance with the ICASA Support Terms.

Schedule 2

ICASA Software as a Service Specific Terms (if applicable – see clause 1.2)

5. Provision of the ICASA Software as a Service

- 5.1. ICASA shall make the ICASA Software as a Service available to the Client pursuant to the Agreement for the Term with first access (to an environment to allow the Project to commence) being provided to the Client as soon as reasonably practicable after the Effective Date.
- 5.2. ICASA shall make the ICASA Software as a Service available in accordance with the applicable SLA and Service Description the applicable Policy Documentation and Applicable Law.
- 5.3. ICASA will retain sole control over the computing platform configuration, technical system requirements, Updates (relating to the ICASA Software as a Service) and the timing thereof.
- 5.4. ICASA Client Support shall be provided from the Effective Date in accordance with the ICASA Support Terms.

6. Renewal of Software as a Services

- 6.1. The Software as a Service shall renew automatically after the Minimum Term for successive periods of one year.

7. Additional Client Obligations and Responsibilities

- 7.1. Client shall: (i) be responsible for procuring and maintaining client-side equipment, software and services required to remotely access and use the ICASA Software as a Service, including network connectivity; (ii) be responsible for the functional operation and administration of the application that is provided as part of the ICASA Software as a Service; and (iii) use the ICASA Software as a Service only in accordance with the Agreement, the Policy Documentation (including the AUP) and Applicable Law.

8. ICASA Right to Suspend

- 8.1. If ICASA becomes aware of a User's non-compliance with the Agreement, ICASA may specifically request that Client suspends the non-compliant Account. If Client fails to comply with such request within an appropriate period of time (in ICASA's sole opinion), then ICASA may suspend the applicable Account. The suspension will remain in effect until the applicable User has remedied the breach that caused the suspension. ICASA also reserves the right to suspend access to the ICASA Software as a Service in the event of a Client's breach of the AUP or in order to protect the security and integrity of its systems, facilities and equipment. In such event, ICASA will promptly contact Client to provide an explanation and coordinate an appropriate resolution.

9. Notice and Takedown

- 9.1. Client shall behave toward third parties with due care and in a lawful manner, at all times and in all cases, e.g. regarding third party rights such as data protection rights and IPRs. With the aim of avoiding any liability to third parties or limiting the consequences of a liability towards third parties, ICASA shall at all times be entitled to take measures at its own discretion in relation to an act or omission by or at the risk of Client, including acts or omissions that infringe or could possibly infringe those third party rights. ICASA cannot be required to form an opinion on the validity of the claim of third parties or of the Client's defence, or to become involved in any way in a dispute between Client and third parties. Client shall be obliged to remove Client Data immediately on the first written request of ICASA. If Client fails to do so, ICASA shall be entitled to remove the Client Data or prevent access to Client Data at its own discretion. In the event of the infringement or imminent infringement of this paragraph 4, ICASA shall also be entitled to refuse Client access to ICASA's systems and the ICASA Software as a Service with immediate effect and without prior notice.
The foregoing does not affect any other measures or the exercising of other rights by ICASA in relation to the Client.

10. Integration with Non-ICASA Applications

10.1. The ICASA Software as a Service may contain standardised features (APIs) designed to interoperate with other Non-ICASA Applications. To use such features, Client may be required to obtain access to such Non-ICASA Applications from the third party providers of such products. If the provider of any such Non-ICASA Application ceases to make the Non-ICASA Application available for interoperation with the corresponding ICASA Software as a Service features on reasonable terms (e.g. uses old integration methods or inadequate security protocols), ICASA may cease providing such ICASA Software as a Service features without entitling Client to any refund, credit, or other compensation. If, for reasons reasonably attributable to a provider of a Non-ICASA Application, it can no longer reasonably be expected for ICASA to make the ICASA Software as a Service available for interoperation with such Non-ICASA Application features, ICASA may cease providing such corresponding ICASA Software as a Service features without entitling Client to any refund, credit, or other compensation.

11. Changes to the ICASA Software as a Service Platform

11.1. ICASA reserves the right to change the third party provider of the ICASA Software as a Service platform, provided that: (i) ICASA has given reasonable notice to the Client of such change; (ii) the jurisdiction in which the Client Data is stored shall not be changed (without having first obtained Client consent, which shall not be unreasonably withheld, delayed or conditioned); and (iii) the service provided by the new ICASA Software as a Service platform provider shall be (in form and content) consistent in all material respects with the previous offering.

12. Return of Client Data on Termination

12.1. On termination of the Agreement and at the Client's request, ICASA will make available to the Client a file containing the last back-up of the Client Data (taken by ICASA) in the native database format along with attachments in their native format. Client may also request that such Client Data is destroyed and ICASA will comply with this request.

12.2. Client must provide ICASA with at least thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to ICASA Client Support) with a request for a return of Client Data on termination of the Agreement. Otherwise, Client shall be deemed to have requested destruction of the Client Data and ICASA shall thereafter, unless legally prohibited, delete and/or destroy all Client Data in its systems or otherwise in its possession or under its control.

12.3. Client may request a file containing the last back-up of the Client Data (taken by ICASA) in the native database format along with attachments in their native format at any time during the Term. Client must provide thirty (30) calendar days' notice in writing (which may be by email or submitted as a Service Request to ICASA Client Support) with a request for such a copy of its Client Data.

12.4. ICASA reserves the right to charge Client on a time and materials basis at ICASA's Prevailing Rates for any work required to deliver any copy of Client Data not in its native database format.

13. Transition Out Period before Final Termination

13.1. Upon termination of the Agreement by Client, ICASA shall, provided that it has received a request in writing from the Client no less than one (1) month prior to the scheduled termination date, continue to provide the ICASA Software as a Service to the Client pursuant to the terms of the Agreement for a transitional period of up to six (6) months (the "Transition Out Period"). Access to the ICASA Software as a Service during the Transition Out Period will be subject to the payment of fees, prorated on a monthly basis and payable in advance, based on the annual fees charged to Client for the ICASA Software as a Service during the twelve-month period immediately preceding the termination date plus an additional ten percent (10%).

13.2. During the Transition Out Period, Client may request that ICASA supports an orderly transition to another service provider, or to Client's internal operations. Such cooperation and assistance will be limited to consulting regarding the ICASA Software as a Service and will be subject to a fee based on a time and materials basis at ICASA's Prevailing Rates, with such services being set out in a separate Order Form.

- 13.3. Notwithstanding the foregoing, in the event of termination of the Agreement by ICASA for breach by Client, ICASA may withhold the provision of Transition Out Period services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further Transition Out Period services, and (iii) receipt by ICASA of a certificate from an officer (director) of the Client certifying ongoing compliance with the terms of the Agreement during the Transition Out Period.

Schedule 3

Professional Services Terms (if applicable – see clause 1.2)

1. Availability

Client may request and ICASA may agree, subject to ICASA's reasonable scheduling and availability, to provide ICASA Professional Services. Any such ICASA Professional Services will be provided remotely at ICASA's Prevailing Rates, unless an alternative arrangement is agreed to in writing by the parties and included in the Order Form. Any estimates, timeframes or quotes provided by ICASA are subject to adjustment based on changes in scope or the required level of effort, delays in Client making available personnel or performing its responsibilities, the testing and validation process, and other circumstances outside of ICASA's reasonable control.

2. Working Time

Unless otherwise stated, all ICASA Professional Services will be provided on a time and materials basis from Monday to Friday based on a standard working day (as specified by ICASA from time to time) and excluding applicable public holidays. An ICASA Professional Services working day consists of the number of hours set out in ICASA's Working Day Policy (depending on the Territory) and in any case excludes travelling time and lunch. ICASA may charge the Client for additional time worked in accordance with the then current ICASA policy (which will include an uplift for work carried outside the working hours set out above). The minimum chargeable time is one (1) working day.

3. Location

The Client will permit ICASA's personnel sufficient access to its premises to enable ICASA to provide the ICASA Professional Services. When working at the Client's premises, the Client shall allow ICASA's personnel to have the use and benefit of a suitable working area and suitable technical equipment. If ICASA agrees to supply ICASA Professional Services on an hourly basis, during standard working hours, for example by telephone, the fee shall be the daily rate applicable to the Client calculated pro rata plus any associated costs.

4. Expenses

Unless otherwise agreed in the Order Form, the Client agrees to pay all Expenses in accordance with ICASA's then current expenses policy.

5. Cancellation at short notice

If the Client and ICASA have agreed to specific dates for delivery of ICASA Professional Services, and for any reason the Client cancels or defers the arrangements or the ICASA Professional Services cannot be provided by ICASA due to the Client's actions or failure to act (including but not limited to the Client failing to meet the pre-requisites specified by ICASA), the Client agrees to pay: (i) 50% of the relevant fee if the cancellation/deferment takes place between six (6) and ten (10) Business Days prior to the date of delivery of the ICASA Professional Services and 100% of the fee if the cancellation/deferment (including non-provision of the ICASA Professional Services) takes place five (5) Business Days or less prior to the date of delivery of the ICASA Professional Services; and (ii) any costs which ICASA incurs as a result of the cancellation (for example, travel or accommodation costs). In the event of deferment/cancellation/non-provision of the ICASA Professional Services due to the acts or omissions of the Client, ICASA will use all reasonable endeavours to redeploy the personnel affected and will only charge this fee if it is unable to redeploy such Personnel on other chargeable work.

6. Standard Industry Implementation

ICASA is the owner of all IPRs in its industry standard processes and template documentation and the Client is granted a royalty-free, non-exclusive, non-sublicensable (except to Clients' Affiliates) license for the duration of the Term to use and adapt such processes and template documentation free of charge in relation to Projects. In consideration of the grant of such licence by ICASA, the Client hereby assigns by way of future assignment all IPRs in any adaptations of or modifications to the industry standard process and/or template documentation.

Where any industry standard process or template documentation is provided to a Client as part of the sales process, the parties acknowledge that there is an assumption that these will be used as the basis for the provision of the ICASA Professional Services.

7. Project IPR

ICASA has the right to perform similar ICASA Professional Services for third parties, including any competitors of the Client. Any IPRs which may be created by ICASA during the provision of ICASA Professional Services or a Project, including, without limitation, ideas, know-how, techniques, enhancements or modifications to ICASA Products and/or ICASA Services, source code or ICASA Documentation and any software scripts, shall be the property of ICASA. ICASA retains title and full ownership rights to all such IPRs under any Applicable Law of any jurisdiction; however, the Client shall be granted a royalty-free, non-exclusive, non-sublicensable (except to Clients' Affiliates), license to use such IPRs for its internal business purposes for the same term as the Client's license for the Software Products.

8. User Acceptance Tests for Projects

The Client is responsible for setting and carrying out User Acceptance Tests.

9. Change Control

ICASA shall provide such additional ICASA Professional Services and shall make such changes to the ICASA Professional Services (and consequential pricing or timing issues) as shall be agreed between the Parties in accordance with the change control process (if any) agreed prior to the initiation of any Project.

10. Sub-contracting

ICASA may sub-contract delivery of the ICASA Professional Services to one of its approved services partners.

11. Delivery estimates and Time of delivery

Unless otherwise agreed in a Deviation Schedule, any dates or times for delivery of Projects provided by or agreed with ICASA are estimates and indicative only and time is never 'of the essence' in relation to the delivery of any ICASA Professional Services. ICASA will not be liable for any failure to deliver a Project or any agreed deliverables by any specified dates whether agreed before or following any Project initiation.

Schedule 4

Purchases of Third Party Products and Services (if applicable – see clause 1.2)

1. Purchases of Third Party Products and Services

- 1.1. ICASA will from time to time offer Third Party Products and Services for sale alongside ICASA Products and ICASA Services. Further information about such Third Party Products and Services is found in the Third Party Information and Terms Policy. Such Third Party Products and Services are sold either:
- a) subject to the terms of the Agreement, with all references to “ICASA” in respect of any deliverables or obligations replaced with the relevant Third Party Provider (set out in the Order Form) and (where applicable) all references to: (i) “ICASA Products” replaced with Third Party Products; (ii) ICASA Services or ICASA Software as a Service (as applicable) replaced with Third Party Services; (iii) ICASA Documentation replaced with Third Party Documentation and (iv) all applicable definitions in Appendix B - Definitions are read and construed as if they applied (*mutatis mutandis*) to the Third Party Products and/or Third Party Services. Any references to “ICASA” in respect of payment shall remain references to ICASA and any other references shall be construed so as to apply (equally) to both ICASA and the relevant Third Party Provider. ICASA hereby agrees to procure that the Third Party Provider delivers the Third Party Products and/or Third Party Services in accordance with the Agreement (as amended as applicable to refer to the Third Party Provider) together with any specific terms and conditions set out in the Order Form that apply to the particular Third Party Products and/or Third Party Services (which for the avoidance of doubt form the Agreement between the Parties). Both ICASA and the Third Party Provider may enforce the terms of the Agreement against the Client as if each of them were a party thereto (although the consent of the Third Party Provider is not required for ICASA and Client to amend or vary the Agreement) and ICASA will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement; or
 - b) on Third Party Terms (which for the avoidance of doubt forms the Agreement between the Parties). ICASA will be entitled to receive payment in accordance with the payment terms. Client will comply with all the Third Party Terms and both ICASA and the Third Party Provider may enforce the terms of the Agreement against the Client as if each of them were a party thereto (although the consent of the Third Party Provider is not required for ICASA and Client to amend or vary the Agreement) and ICASA will remain liable for any failure by the Third Party Provider to deliver the Third Party Products and/or Third Party Services in accordance with the Agreement.
 - c) ICASA warrants that, where applicable, it has the right to sub-license or grant access to (as applicable) any part of the Third Party Products and/or Third Party Services which it is sub-licensing or granting access to (as applicable) to the Client or (as appropriate) the right to distribute any Third Party Products and/or Third Party Services which it is providing to the Client.