

General Terms and Conditions

EXHIBIT A TO THE FRAMEWORK AGREEMENT



1. DEFINITIONS

ACCEPTANCE means the Customer's acceptance of Sentia's Services as they materially conform to the specifications stated in the Agreement.

AFFILIATES mean any separate legal entity directly or indirectly owned or controlled by the Customer or Sentia. Control means the ownership and control of more than 50% of the voting securities in such an entity.

AGREEMENT means a binding agreement, including the accompanying exhibits, which are an integral part of it, entered into between the Customer and Sentia concerning Sentia's delivery of the Services.

BUSINESS DAY means any day except any Saturday, any Sunday, or any day which is a legal holiday within the country Sentia resides in or any day on which banking institutions are authorized or required by law to close.

BUSINESS HOURS/OFFICE HOURS means for Services provided in Belgium 8:00 to 18:00, for Services provided in Denmark 7:00 to 17:00 and for Services provided in the Netherlands 8:00 to 18:00 or any other business hours agreed upon. The time zone is CET/CEST.

CLOUD means a number of standalone or joint software and service solutions that are run in whole or in part on a common platform in either Sentia's data centres (Sentia Cloud), in a third-party data centre (Public Cloud) or in a combination thereof.

CHANGE means requested changes to the Customer Solution. All Changes are deemed Chargeable Support Services, unless otherwise specified in the Agreement.

CHARGEABLE SUPPORT SERVICES means assistance provided to the Customer as part of creation, change or other assistance of a technical nature that is invoiced according to time spent and pursuant to the hourly rate specified in the Agreement.

CONFIDENTIAL INFORMATION as used in the Agreement shall mean any and all technical and non-technical information and data relating to business affairs and products, which is confidential from its nature or from the circumstances surrounding its disclosure including, without limitation, information concerning discloser's (i) pending patents, (ii) techniques, methodologies, sketches, drawings, design details and specifications, data models, inventions, know-how, processes, report formats or templates, algorithms, application program interfaces, software (iii) existing services and any other services currently under development or consideration by discloser, (iv) strategic, financial, sales, marketing, development or research projects, policies, operations, strategies, opportunities or plans, (v) financial information, (vi) customers (including, without limitation information pertaining to discloser's contractual relationships with its customers), or (vii) any documentation concerning any of Sentia's Services.

CUSTOMER means the customer legal entity which is the contracting party to the Agreement.

DELIVERABLE means the quantifiable goods or services that will be provided by Sentia such as a report, documentation, script etc.

DOCUMENTATION means any user manuals or other documentation related to the Services provided by Sentia.

EFFECTIVE DATE means the date of which the Agreement is considered to take effect. The Effective Date will be stated in the Agreement. If no Effective Date is stated, then the Effective Date means the date of the last signature on the Agreement.

INCIDENT means an unplanned interruption or malfunction resulting in the Services not working in accordance with the agreed service specific terms or Documentation and can be (i) a single incident or (ii) a number of incidents in the delivered Services.

PARTY OR PARTIES means the party or parties to the Agreement.

PAY-PER-USE means a payment structure where the Services will be invoiced upon consumption. The Services are invoiced at the end of a month on a recurrent basis.

PROFESSIONAL SERVICES means the consultancy and/or implementation services provided by Sentia in accordance with the Agreement.

SENTIA means the Sentia legal entity which is the contracting party to the Agreement.

SERVICES means the services provided by Sentia in accordance with the Agreement.

SERVICE CREDIT means any pro rata reduction of the service payment for the affected Services as a result of Unplanned Downtime as set out in the Agreement.

SERVICE LEVEL means the measured and reported achievement against one or more Service Level Targets.

SERVICE LEVEL TARGET means an agreed minimum Service Level

SERVICES ORDER FORM (SOF) means the Agreement between Sentia and Customer in relation to Subscription and Pay-Per-Use based Services.

SOFTWARE means Third Party Software and software developed and delivered by Sentia.

SOFTWARE LICENSE TERMS mean the license terms that apply to the Software.

STATEMENT OF WORK (SOW) means a detailed written and agreed description of Professional Services to be delivered by Sentia to Customer. This can be a standalone Agreement or an exhibit to an Agreement.

SUBSCRIPTION means a payment structure with a pre-authorized quantity and subscription period. The Services are invoiced in advance, at the beginning of a month on a recurrent basis.

SUPPORT SERVICES means the support services performed to rectify an Incident or realise a Change in accordance with the Support Services Agreement.

THIRD PARTY SOFTWARE means software from third parties which is being delivered through Sentia.

2. APPLICABILITY

2.1 These General Terms and Conditions shall apply to the supply of Services and shall be deemed incorporated into the Agreement.

2.2 These General Terms and Conditions are also applicable to all requests, quotations, offers, instructions, orders, order confirmations, agreements and other acts with respect to the provision of Services to the Customer by Sentia.

2.3 Any (general) terms and conditions of the Customer, are explicitly excluded and shall not apply between the Parties.

2.4 The English text of these General Terms and Conditions constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into another language, the English text shall prevail.

3. CONCLUSION OF THE AGREEMENT

3.1 An Agreement shall be deemed concluded when an Agreement has been signed.

3.2 Any offer, quotation or the like originating from Sentia shall be valid for the term specified by Sentia. If no term is specified by Sentia, any offer, quotation or the like originating from Sentia shall be valid for a reasonable term, but in any case no longer than 60 days.

3.3 Any modification of or additions to the Agreement shall be valid only if explicitly agreed in writing.

4. OBLIGATIONS

4.1 The Customer shall:

- a) comply with all relevant and applicable statutes, European and national and international laws, regulations and/or self-regulatory rules;
- b) comply with the applicable Software License Terms;
- c) comply with the applicable public cloud third party providers service specific terms;
- d) ensure that all useful and necessary information that is required for the proper performance of the Services will be provided to Sentia as soon as reasonable possible;
- e) support Sentia where reasonable needed when Sentia is delivering its Services;
- f) provide access to its applicable computer systems including the Services to designated employees of Sentia at all reasonable times and by prior appointment;
- g) ensure that application software and operating systems that are to be managed by Sentia as part of the Services are on a version which is supported by the vendor of such application software or operating system;
- h) allow Sentia to update and patch application software and operating systems managed by Sentia as needed;
- i) ensure that all Customer managed applications and dependencies running on the operating systems are properly secured, maintained and patched;
- j) adhere to any reasonable security requirements or recommendations provided by Sentia;

- k) if the Customer's equipment causes disruptions or otherwise interferes with Sentia's Services, on Sentia's request, immediately disconnect the equipment that gives rise to the disturbance. Sentia may suspend its Services until the equipment has been disconnected;
- l) not alter the Sentia infrastructure or have alterations made to it without Sentia's prior consent in writing;
- m) inform Sentia promptly if any calamity occurs or threatens to occur that could directly affect the performance of the Services by Sentia;
- n) in the event Sentia carries out activities at the Customer's premises, provide the required facilities, within reason, to Sentia.

4.2 Sentia shall:

- a) comply with all relevant and applicable statutes, European and national and international laws, regulations and/or self-regulatory rules;
- b) deliver the Services as stated in the Agreement;
- c) provide skilled resources who ensure proper performance and quality of the Services;
- d) assign sufficient numbers (in terms of head count and skill types) of Sentia personnel to properly perform the Services;
- e) not exercise control of the content of information the Customer sends from Sentia's Services and it is the sole responsibility of the Customer to ensure that any information sent or received by Customer complies with the applicable laws and regulations.

4.3 Sentia's obligations shall be effort obligations opposed to obligations to produce a certain result, except where the wording or the context specifically provides otherwise.

4.4 The Parties must comply with relevant data protection legislation. If personal data is processed by Sentia the Parties will enter into a Data Processing Agreement.

5. PRICING, INVOICING AND PAYMENT

5.1 Unless otherwise agreed, the Customer will pay Sentia's invoices within 30 days of their issue date.

5.2 Unless otherwise agreed, all Subscription fees for the Services will be invoiced in advance, whereas Pay-Per-Use based Services will be invoiced upon consumption. For Professional Services delivered as time and material, such will be invoiced on a monthly basis.

5.3 The Agreement may contain Services described as a volume of units. The Customer may be entitled to exceed the volume of units as ordered in the Agreement. In the event of the actual used units exceed the ordered volume, the measured excess usage will be invoiced at the end of the month. In case a Pay-Per-Use volume of units is specified in the Agreement, the actual used units will be invoiced to the Customer at the end of the month.

5.4 Sentia reserves the right to charge interest on late payments of undisputed invoices at the statutory commercial interest rate which will be payable on a monthly basis. Sentia reserves the right to suspend Services for payments that are more than 30 days overdue by providing 5 Business Days prior written notice to the Customer.

5.5 Unless otherwise agreed, the unit prices in the Agreement are fixed for 12 months after the Effective Date. Sentia may annually increase the price on January 1, with the increase in the Consumer

Price Index (CPI) (if a CPI for IT Services is available such as to be used) based on the index published on January 1.

5.6 If an increase in cost of energy, Third Party Software and support thereof or third-party cloud providers result in a cost increase for the Services delivered by Sentia, Sentia is entitled to reasonable adjust its charges accordingly.

5.7 The Customer hereby waives any and all rights to set-off any claims it may have under the Agreement against any payment due under the Agreement.

5.8 The price and any additional charges properly payable under the Agreement are exclusive of any sales tax (such as VAT, GST etc.), which shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

5.9 An invoice can only be disputed in writing within a period of fourteen (14) Business Days after the date of invoice. After expiry of this period, the Customer is deemed to have accepted the invoice.

5.10 Malfunction of third party goods or services not supplied by Sentia shall not constitute grounds for the withholding of payments due to Sentia from the Customer.

5.11 The price and any additional charges and Services under the Agreement are exclusive of personal travel time. Travel expenses will be charged at actual cost for travel expenses incurred in providing Services outside of Sentia's country of residence. Travel time will be charged at 50% of the hourly rate.

6. DELIVERY OF SERVICES

6.1 Sentia agrees to deliver the Services on the date specified in the Agreement or as mutually agreed between the Parties.

6.2 All deadlines specified by Sentia have been set by Sentia to the best of its knowledge and based on information known by Sentia. Should such change, any deadlines might change as well. If it becomes clear that a deadline may not be met, Sentia and the Customer will consult as soon as possible to set a new deadline.

6.3 Unless otherwise agreed the right to use the Services made available to the Customer under the Agreement is exclusively restricted to the Customer's own use, on the processing unit agreed upon with Sentia, for the number of users, servers and the like agreed upon with Sentia.

6.4 Sentia is not responsible for the following: (i) faults arising due to the Customer's use of the Services together with other systems that have not been delivered or approved by Sentia, including hardware or software connected to the Services after delivery was made; (ii) faults arising from modifications or intervention that were not implemented in accordance with Sentia's instructions; (iii) faults caused by the Customer's insufficient training or by the Customer's use in a manner other than that prescribed in the Documentation issued; (iv) downsizing of the system's functionality caused by the Customer's own installation of software or hardware, including updates, etc.

6.5 Unless otherwise agreed, Customer will have 10 Business Days from the date of delivery of the Deliverables to test and evaluate the Deliverables for conformity with the requirements therefore set forth in the Agreement.

6.6 Customer shall accept the Deliverables if it materially conforms to any specifications agreed upon.

6.7 If the Deliverables do not materially conform to the determined specifications, then Customer shall provide a written statement of nonconformity to Sentia, identifying in detail the basis for the nonconformity, within the 10 Business Day period as referred to in article 6.5.

6.8 Sentia will use reasonable commercial efforts to correct the identified nonconformity and redeliver such Deliverables within a period of 15 Business Days (or another period as mutually agreed upon in writing) under the same delivery testing procedure.

6.9 The testing and notice of Acceptance or rejection procedure described in this section will be repeated up to 5 times as necessary, using the same timeframes as described above, measured from the most recent delivery or re-delivery of the Deliverables. In the event Sentia fails to deliver the Deliverables after five attempts to correct the same nonconformity, the Customer may seek any remedies granted according to the applicable law.

6.10 Customer shall be deemed to have accepted the Deliverables:

- a) if Customer gives written notice of Acceptance of the Services,
- b) if Customer fails to provide a written statement of nonconformity to Sentia within 10 Business Days after the most recent delivery or re-delivery of Services, or
- c) if Customer utilizes the Services or makes any use thereof other than as strictly necessary for testing under this section.

6.11 Upon Acceptance any applicable Service Level Target stated in the Service Level Agreement will enter into force.

6.12 Any employees or agents of Sentia shall be the sole responsibility of Sentia. Without limiting the foregoing, Sentia shall have the sole and exclusive right and privilege to exercise all employment decisions with regard to its employees and further, Sentia shall have the sole and exclusive right to reward or discipline its employees. Sentia shall be solely responsible for the payment of the wages, salaries, benefits, taxes, and other expenses relating to its employees. Neither Sentia nor its employees or agents shall be entitled to any benefits awarded to Customer's employees, including, without limitation, worker's compensation, disability insurance, medical or dental benefits, vacation or sick pay.

7. CUSTOMER'S THIRD PARTIES AND AFFILIATES

7.1 Customer shall ensure compliance of any third party or Customer Affiliate to all terms and conditions of the Agreement if they are allowed to have access to the Services or any Confidential Information.

7.2 In the event the Customer has activities carried out by third Parties with respect to Sentia's Services, the Customer will inform Sentia as soon as possible.

7.3 Any acts or omissions of any third party or Customer Affiliate who accesses or uses any Services by or through Customer (whether or not such access or use is authorized by Customer or such Customer Affiliate) that would constitute a breach of the Agreement would cause Customer to be liable for all such acts or omissions as if such acts or omissions were the acts or omissions of Customer.

8. IP RIGHTS, AUDIT AND USAGE RIGHTS

8.1 Neither the Customer nor Sentia assigns any existing intellectual property rights under the Agreement. Unless otherwise stated, intellectual property rights developed by Sentia as part of its performance of the Agreement will be the property of Sentia. Customer continues to retain the ownership of all data stored in Sentia's Services.

8.2 Once the Customer has fulfilled its payment obligations, Sentia grants the Customer a non-exclusive, non-sub-licensable and non-transferrable right to use the Services and accompanying Documentation during the term of the Agreement.

8.3 If in the context of the Agreement Sentia has developed or designed specifically for the Customer Deliverables, Sentia agrees that upon payment in full, such Deliverables shall be the property of, and ownership thereof shall vest in, Customer. Ownership of Deliverables excludes Sentia Proprietary Intellectual Property, as defined below in section 8.5, and any Third Party Software that is incorporated into the Deliverables. Sentia agrees to take, at Customer's cost and expense, all actions requested by Customer which are reasonably necessary to assure the conveyance to Customer of all right, title and interest in, to and under any Deliverables, including copyright.

8.4 Notwithstanding the above, Customer agrees that Sentia, its employees and agents shall be free to use and employ their general skills, know-how, and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Services performed hereunder, subject to its obligations respecting Customer's Confidential Information pursuant to article 13.

8.5 Customer acknowledges that as part of performing the Services, Sentia personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data or other materials which have been originated or developed by the personnel of Sentia or its affiliates or by third parties under contract to Sentia to develop same, or which have been purchased by, or licensed to, Sentia (collectively, "Sentia Proprietary Intellectual Property"). Sentia Proprietary Intellectual Property includes, but is not limited to programs, new or improved methodologies or tools developed by Sentia during the course of any Agreement which are not explicitly included with Customer Deliverables. Customer agrees that Sentia Proprietary Intellectual Property is the sole property of Sentia (or its licensor) and that Sentia (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Except as expressly provided above, nothing contained in the Agreement or otherwise shall be construed to grant to Customer any right, title, license or other interest in, to or under any Sentia Proprietary Intellectual Property (whether by estoppel, implication or otherwise).

8.6 The Customer is obliged to comply with the Software License Terms. Upon request Sentia will deliver the latest applicable Software License Terms. The Software License Terms of Third Party Software will be provided in the same format and language as they have been made available to Sentia.

8.7 Customer is liable for ensuring that the part of the Customer's solution which is not delivered by Sentia, including licenses, does not violate the IP rights of a third Party.

8.8 For Third Party Software or Sentia software the following applies unless otherwise agreed:

- a) the right to use the software is restricted to the use of the object code. Rights to the source code and the source code itself will not be granted;
- b) the Customer will not be permitted to copy, duplicate or alter the software in any way, without Sentia's prior consent in writing;
- c) for security purposes the Customer will be permitted to make one back-up of the software made available, provided the back-up is not made available by Sentia;
- d) the Customer will not be entitled to reverse engineer or decompile the software, unless this is explicitly permitted by law;
- e) the right to use the software will terminate at the same time as the Agreement terminates between the Parties.

8.9 Errors and defects in the software is handled through the Support Services however Sentia accepts no responsibility for errors and defects in Third Party Software.

8.10 Sentia cannot offer any guarantee regarding the appropriateness of the Third Party Software and third party hardware nor that it will operate in the combinations which may be selected for use by the Customer.

8.11 Customer grants Sentia the right, which Sentia will exercise at its own expense and no more than once per year, to enter Customer's premises during Business Hours for the sole purpose of examining Customer's records and other information relating to the Customer's (and, if applicable, its Affiliates') use of the Services.

9. LIMITATION OF LIABILITY

9.1 The Parties are liable to pay damages in accordance with the applicable law. Neither Party can be held liable for consequential loss and/or indirect damage, including but not limited to operating loss, higher operating expenses, loss of data, lost profit, loss of goodwill or other indirect losses.

9.2 Sentia cannot be held liable for damages if the delay or non-delivery of Services is due to (i) delay or impaired connections (such as the communication infrastructure) for which Sentia is not responsible; or (ii) delays or insufficient deliveries from utilities or other suppliers that are not subject to Sentia's instructions and whose output is a prerequisite for Sentia's delivery.

9.3 No additional compensation or damages can be claimed for situations relating to Sentia's Services that trigger a penalty (Service Credit).

9.4 The total liability of Sentia to the Customer under the Agreement will be limited to the price paid (excluding VAT) by the Customer to Sentia during an average of 6 months payment under the Agreement with a cumulative maximum amounting to 500.000 EUR.

9.5 Nothing in the foregoing shall (or shall be deemed to) exclude or limit (a) a Party's liability for damages arising from death or personal injury, or damages arising from a Party's intentional conduct or gross negligence and (b) (more in general) any liability which cannot be excluded or limited by law.

9.6 Both Parties shall have adequate insurance in place against professional and civil liability in connection with performance of their respective obligations under the Agreement.

10. INDEMNITIES

10.1 Sentia will indemnify the Customer for physical injury or death caused either by defects in the Services or by the acts or omissions of Sentia, its employees, agents, contractors or carriers.

10.2 Sentia will, subject to article 9, indemnify the Customer against all proceedings, costs, claims, actions, demands and expenses suffered by the Customer based upon any claim for infringement in connection with the use by the Customer of any intellectual property rights in the Services provided that:

- a) the Customer shall not have made, or allowed to be made, any modifications to the Services which may constitute an infringement of any other rights;
- b) the Customer undertakes that Sentia shall be given prompt notice of any such claims that are made against the Customer and Sentia shall have the right to defend any such claims and to make settlements of them at its own discretion and
- c) the Customer shall give such assistance as Sentia may reasonably require to settle any such claims.

10.3 In the event such infringement occurs or may occur Sentia may at its sole cost and option:

- a) procure for the Customer the right to continue to use the Services or the infringing part;
- b) modify the Services or the infringing part so that it be
- c) comes non-infringing without downgrading the performance of the Services;
- d) replace the Services or the infringing part by another system of at least equivalent capability; or
- e) if a) to c) are not possible terminate the Agreement, completely or partially.

11. WARRANTY

11.1 Sentia warrants that all Services shall be performed in a professional manner and according to the specification as set out in the Agreement.

11.2 For any breach of the warranty contained in this section 11, Customer's sole and exclusive remedy, and Sentia's entire liability and obligation, shall be to re-perform the defective Services. This warranty shall not apply with respect to any alleged failure or defect in the Services that is not reported to Sentia in writing within thirty 30 days after becoming aware of such alleged failure or defect.

11.3 In the event of suspected defects in the Services reported to Sentia, the Customer shall in accordance with Sentia's reasonable instructions forward to Sentia such documentation relating to the suspected defects as Sentia may reasonably require.

11.4 Sentia makes no express or implied warranties and Sentia accepts no liability with regard to traffic and fitness for a particular purpose.

11.5 This warranty shall not cover the repair of any defects or other faults caused by any third party (including but not limited to any Third Party Software and/or third party hardware not provided by Sentia, power failure, accidents, transport damage, negligence, improper use, fire-fighting appliances or all other causes other than normal use) unless due to the acts or omissions of Sentia, its employees or contractors.

11.6 Any warranty lapses if Customer modifies the Services. Warranty for Third Party Software is in any case limited to the guarantees provided by its Software License Terms.

12. TERM AND TERMINATION

12.1 If there is a fixed term in the Services Order Form during which period the Services Order Form cannot be terminated for convenience such will be stated in the Services Order Form.

12.2 The Services Order Form can be terminated by either Party with 60 days' advance notice in writing at the end of a fixed term or if no fixed term has been agreed after 12 months from the Effective Date of the Service Order Form. If the Services Order Form is not terminated at the end of the period, it is automatically extended in successive 12 months' periods, until it is terminated by one of the Parties by 60 days' advance notice in writing at the end of such period.

12.3 Without prejudice to any other termination rights as set forth in these Terms and Conditions, the Agreement may be terminated immediately by notice in writing without incurring any liability:

- a) by either Party if the other Party is in material breach of any of its obligations under the Agreement and (if capable of remedy) fails to remedy the breach for a period of 30 days after written notice by that Party. For the avoidance of doubt, any breach of a payment obligation shall be a material breach of the Agreement;
- b) by either Party if the other Party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary (other than for the purposes of an amalgamation or reconstruction), or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts.
- c) By either Party if Sentia gets revoked its license to offer a Service from a third party.

12.4 If Sentia decides to discontinue offering a Service, Sentia may terminate the Agreement with respect to the Services in question with three months' notice.

12.5 Upon termination Sentia will make available to the Customer the Customer data, on a generally accepted, readable medium, as these data are present, at that moment, on the Sentia infrastructure, except in the situation that the Customer itself can be deemed capable to make a back-up of these data. Sentia will be entitled to charge a fee for its efforts. Sentia will however not make available images or mirrors of the servers since they contain license keys, service applications and setups belonging to Sentia.

12.6 Any termination under this section will be without prejudice to any other rights or remedies of either Party under the Agreement or at law and will not affect any antecedent or accrued rights or liabilities of either Party at the date of termination.

13. CONFIDENTIALITY

13.1 Each Party shall keep secret and treat as confidential all Confidential Information obtained from the other and shall not disclose such information to any person other than its employees, affiliates, agents or sub-contractors where such disclosure is required for the performance of the Party's obligations under the Agreement. This

section shall not extend to information which was already in the lawful possession of a third party prior to the Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this section) or which is trivial or obvious. The obligations of confidentiality under this section shall survive any termination of the Agreement.

13.2 With respect to data from Customer's database that is in Sentia's physical possession, custody or control, and subject to the Agreement, Sentia will maintain physical, electronic, and procedural safeguards that comply with legal standards to guard such data and to implement and apply appropriate information security and disposal measures and Incident response procedures designed to comply with applicable laws.

13.3 Each Party is entitled to use the other Party as a reference in marketing materials, including but not restricted to the other Party's website. The content of any press release is subject to the other Party's approval.

14. GENERAL PROVISIONS

14.1 The Customer acknowledges and agree that Sentia may delegate performance of some of its obligations under the Agreement to its affiliates or subcontractors provided that Sentia shall remain fully responsible for the performance of such obligations.

14.2 Neither Party shall be liable to the other for any delay in or failure to perform its obligations as a result of any cause beyond its reasonable control (force majeure), including but not limited to any industrial dispute, natural disasters, pandemics and national power failure. If such delay or failure continues for at least 60 days, either Party will be entitled to terminate the Agreement by notice in writing.

14.3 The Parties acknowledge that its relationship with the other shall be that of an independent contractor, and nothing contained in the Agreement shall be construed as establishing any agency, employer/employee relationship, partnership or joint venture between Sentia and Customer.

14.4 If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of the Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

14.5 No failure or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

14.6 The Customer does not have the right to assign the Agreement without the written consent of Sentia. Sentia is entitled to assign the Agreement to an Affiliate, its parent company or to a third Party in the event of sale, restructuring or reorganization, including merger, demerger, divestment and dissolution.

14.7 The Agreement constitutes the entire agreement between the Parties. The Parties confirm that they have not relied upon any representation not recorded in these Terms inducing them to enter into the Agreement.

14.8 Expiry, termination or cancellation of the agreement shall not affect any right or obligation, which expressly or by its nature

survives such expiry, termination or cancellation, including but not limited to representations, guarantees, confidentiality obligations, intellectual property rights and accrued rights.

14.9 This Agreement is governed by the laws of the country in which the Sentia entity signing the Agreement resides in. If a dispute arises the Parties undertake to engage in negotiation to try to find an amicable solution to any dispute, and to do so in such a way that does not affect the Services. In the absence of an amicable solution through negotiation, the Parties submit, according to Sentia's choice, to the jurisdiction of either arbitration or the ordinary courts in the same country.