

# General Terms & Conditions

**Last updated:** 26/10/2021

**Ironpeak Services Comm. V.**

De Croixlaan 26, 1910 Berg, Belgium

VAT BE 0694.785.660

## 1. Scope

These Terms and Conditions (hereafter the "T&C"), apply to all products and services offered and/or provided by IRON, as well as to any order, quotation or offer made in this context. Together with the Order, these T&C form the Agreement between IRON and the Client.

## 2. Definitions

2.1 Capitalized terms herein, will have the following meaning:

2.1.1. Agreement: these T&C and the Order, where applicable including the Third-Party T&C.

2.1.2. Client: The client that places an Order.

2.1.3. Confidential Information: Any information of a confidential nature that is exchanged between the parties in the context of this Agreement, such as but not limited to financial data, commercial data, market sensitive information, information about operations, processes or products and personal data. Information will in any event be considered confidential if so designated by the party disclosing the information.

2.1.4. Force Majeure: An event or circumstance beyond the control of the party invoking it, such as but not limited to: fire, flood, war, terrorism, unfavourable weather conditions, illness of personnel, defects or bugs in software or other materials of third parties, government measures, electricity outages, acts of third parties such as introduction of viruses, (D)DoS attacks, hacking etc., unavailability of third party servers, disruption of internet, network or telecom facilities, general transportation problems, force majeure of Third-Party Providers.

2.1.5. IRON: Ironpeak Services Comm. V, a company established under the laws of Belgium, with company number 694.785.660, having its principal seat of business at De Croixlaan 26, 1910 Berg, Belgium.

2.1.6. Order: an agreement (e.g. accepted quotation, order form or statement of work), which is subject to these T&C, and which describes the Services to be provided by IRON.

2.1.7. Personal data, process, data controller, data processor: will have the meaning as defined in Regulation (EU) 2016/679 (GDPR).

2.1.8. Services: all services to be provided by IRON in the context of the Agreement, as further described in the Order.

2.1.9. Time and Material: Services which are invoiced based on expenses incurred and time spent, in accordance with an agreed hourly or daily rate.

2.1.10. Third-Party Services: Any products or services which the Client purchase through IRON, but which are produced or licensed by a third party and for which IRON acts as a reseller, sub-licensor or intermediate. If a Third-Party Service is applicable, this will be mentioned in the Order.

2.1.11. Third-Party Provider: The producer, owner and/or licensor of Third-Party Services.

2.1.12. Third-Party T&C: The terms and conditions of the Third-Party Provider, that apply to Third-Party Services.

## 3. The service definition

3.1. IRON will provide to the Client Services in the field of ICT, as further detailed in an Order.

3.2. Unless expressly otherwise agreed, the Services will be delivered remotely, from a location at the choosing of IRON.

3.3. Cooperation of the Client may be essential for the successful delivery of the Services. The Client will provide all information and cooperation as may reasonably be requested by IRON from time to time. The Client will be

responsible for the accuracy and completeness of any information, data or documentation it provides to IRON, and IRON may rely on such information for the provision of the Services. The Client's delay or failure to provide timely information or cooperation, may impact the delivery of the Services and/or cause delays, for which IRON cannot be held responsible.

3.4. Except to the extent expressly otherwise agreed in an Order, the Client will always remain responsible for its infrastructure and communication channels, including but not limited to elements of security and the provision and timely withdrawal of access rights; and must make sure to implement the necessary procedures to allow recuperation of lost or altered files, data or programmes. This includes e.g. taking back-ups on a daily basis.

3.5. The Client will be responsible to provide to IRON, and guarantees it has the necessary rights and permissions to do so, any such access- and configuration rights on and to its (or its personnel's) systems and devices, as may be reasonably needed for the provision of the Services. The Client will ensure to comply with all relevant laws in this context, including but not limited to data protection laws and labour laws.

3.6. Unless where expressly otherwise determined, delivery times are approximate and not binding. Delays legitimate by no means the annulation of the order, termination of the contract, price reduction or any demand for damages.

3.7. The Client accepts and acknowledges that, taken into account the (technical) nature of computer programs and Services in the field of ICT, no Service can eliminate any and all security risks, and it is impossible to guarantee that any software will function without interruption at all times, or that it will operate entirely free of bugs and errors. Except where expressly otherwise agreed, any software (whether in SaaS mode or any other form) will be provided on an as-is basis, without warranties of any kind. Unless where expressly stated otherwise, all obligations of IRON are obligations of means.

## 4. Prices and payment

4.1. Prices, brochures and other information offered or visible on the website or documentation are purely informative and approximate. Solely an

express offer from IRON, titled "Offer" or "Offerte", shall be binding to IRON, and this for a term of fifteen (15) calendar days, or as otherwise stipulated in the concerned offer.

4.2. The agreed prices for the Services, will be detailed in the Order, and apply solely for the concerned Order as effectively placed by the Client. Renewals and/or additional licenses may be subject to different prices.

4.3. All prices mentioned are in Euros and excl. VAT or other taxes, levies, duties, transport prices, import duties and other reasonable costs and expenses, which shall be borne by the Client.

4.4. Except where otherwise agreed in the Order, travel costs will be invoiced at € 0,40/km. Any other anticipated expenses will be notified to the Client in advance, and will be subject to its approval.

4.5. For Time and Material Services, onsite interventions will be invoiced with a minimum of four (4) hours. Except where expressly written 'maximum price' or 'fixed price', Where it concerns Time and Material Services, any reference to a total price or timing will not be binding to IRON and is purely indicative, unless where expressly written "maximum price" or "fixed price".

4.6. IRON may amend the agreed prices annually in January, in accordance with the following formula:  $\text{New price} = \text{Initial price} * (0.2 + 0.8 * (\text{New index} / \text{Initial index}))$ . Whereby:

- Initial price = price at the start of the Order;
- Initial index = the index published by Agoria "reference national average wage cost" of the month preceding the date of the Order;
- New Index = the index published by Agoria "reference national average wage cost" of the month preceding the anniversary of the Order.

4.7. Unless expressly otherwise agreed:

- Licenses, subscriptions or similar Services, will be invoiced and are payable annually in advance; and

- Time and Material Services will be invoiced monthly, in arrears.

4.8. Invoices must be paid within thirty (30) days from the invoice date.

4.9. In case pre-payment applies, IRON may postpone the start of the Services until the corresponding payment is received.

4.10. In case of a failure to pay invoices in time, IRON will be entitled to charge late payment interest, in accordance with the Belgian Law on combating late payment in commercial transactions (Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties.02/08/2002, B.S 07/08/2002). In addition thereto (i) IRON may charge a compensation equal to 15% of the amount of the invoice, each time with a minimum of € 40,00 per invoice; (ii) any costs for the collection of debts including but not limited to reasonable attorney's fees and/or judicial or extrajudicial recovery costs must be borne by the Client; and (iii) IRON will have the right to suspend the provision of the Services, but shall not do so unreasonably.

4.11. In case of reasonable doubts concerning the Client's financial stability, at any time during the term of an Order, IRON may require the Client to pay in advance, or to provide collateral for the payment of the Services.

## 5. Third-party services

5.1. The Client accepts and acknowledges that IRON is not the manufacturer or owner of Third-Party Services and will not be responsible for the functionality or failure thereof. Except for any provisions of mandatory applicable law to the contrary, IRON is not liable in any way whatsoever for Third-Party Services. Where relevant, IRON commits to pass to the Client any rights it may have vis-à-vis the Third-Party Provider, or compensation it has received from the Third-Party provider, in proportion to the volume of the Third-Party Services that concerns the Client.

5.2. The Third-Party T&C will be applicable to the Third-Party Services provided hereunder. The Client acknowledges to have received and agree with them, and will comply with the relevant terms and conditions included therein.

## 6. Intellectual property rights

6.1. No intellectual property rights will be transferred by IRON to the Client.

6.2. To the extent reports, schedules, diagrams or other deliverables are created by IRON specifically for the Client, the Client receives a non-exclusive right and license, without limitation in time, to use the deliverables for such purposes that can reasonably be considered an inherent purpose of the deliverable.

6.3. If a software license would be provided, the scope thereof will be indicated in the Order and/or applicable Third-Party T&C.

6.4. The Customer is not permitted to remove or alter any indication concerning the confidential nature or pertaining to copyright, trademark, trade name or any intellectual or industrial property right on the products, Services, software, websites, databases, equipment or other materials.

## 7. Confidentiality

7.1. Each Party undertakes:

- to keep the other Party's Confidential Information strictly secret and confidential;
- not to disclose the other Party's Confidential Information to any third party, except with the prior consent of the disclosing Party or to the extent allowed herein;
- to use the other Party's Confidential Information exclusively for the performance of the Agreement;
- to implement reasonable security measures to protect the other Party's Confidential Information from prohibited disclosure or use;
- to inform the disclosing Party promptly if it becomes aware or suspects that its Confidential Information was disclosed or used in an unauthorized manner.

7.2. A Party may disclose the other Party's Confidential Information to its directors, agents, consultants, subcontractors and employees who have a need to know the Confidential Information, provided however that such persons or entities are bound to obligations of confidentiality that are no less protective than provided herein.

7.3. A Party is entitled to disclose the other Party's Confidential Information if required by an applicable legal or regulatory provision or pursuant to a court order or order of a supervisory authority, provided that the disclosure is to be limited to what is required by this legal or regulatory provision or order. To the extent legally permitted to do so, the concerned Party shall inform the Party from whom it obtained such Confidential Information, prior to the disclosure thereof.

7.4. The application of this article "Confidentiality" shall survive the expiry or termination of the Agreement for a period of five (5) years.

## 8. Term and termination

8.1. The term during which the Services will be provided, will be determined in the Order.

8.2. If an Order is for an undefined term, unless where expressly determined otherwise in the Order, either party may terminate the Order by providing three (3) months prior written notice to the other party.

8.3. If an Order is of a fixed term, it cannot be terminated for convenience, unless where expressly otherwise agreed in the Order.

8.4. The Agreement may be wholly or partly terminated by either of the parties, by registered letter with immediate effect and without prejudice to its rights under the Agreement and under applicable law in case:

- the other party ceases its activities or settles its business and/or in the event of its bankruptcy or insolvency;
- the other party breaches the Agreement and, in so far as this breach is eligible for rectification, if that other party fails to remedy such breach within a

period of 30 days after notice from the non-defaulting party that requests remedy to the breach;

- due to Force Majeure, a Party is impeded in the performance of one or more of its material obligations under the Agreement, for more than thirty (30) days.

## 9. Liability

9.1. IRON will be required to compensate damages incurred by the Client only to the extent such damages are caused by IRON's contractual fault or shortcoming. Insofar as maximally permitted by applicable laws, the aggregate liability of IRON in the context of an Order, is limited to the highest of (i) the fees payable by the Client under such Order, during the period of 1 calendar year immediately preceding the event that gave rise to the damages; or (ii) five thousand (5.000,00) Euro. (For any claims arising during the first year of an Order, the fees payable during the period preceding the event that gave rise to the damages, will be extrapolated to a period of 12 months.)

9.2. IRON will not be liable for any consequential or incidental damages, or for loss of anticipated profit, loss of clients or personnel, costs of engaging third parties, lost savings, diminished goodwill, missed opportunities or disruption in planning.

9.3. The Client must inform IRON of any event that may lead to its liability within a reasonable period of time, and at the latest within one (1) calendar year from delivery of the relevant Services. After such period of time, the Client will no longer be entitled to claim any damages.

9.4. The limitations of liability as stipulated herein, will not apply to damages caused by IRON's wilful misconduct or fraud, or any liability that cannot be limited as a matter of mandatory applicable law.

## 10. Data protection

10.1. Each party will comply with its obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal



data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), in connection with any personal data processed under the Agreement.

10.2. Where IRON would process personal data in the capacity of data processor, for the benefit of the Client, the following will apply:

10.2.1. IRON will implement appropriate technical and organizational measures against unauthorized and/or unlawful processing of personal data and against the loss, destruction of, or damages to personal data.

10.2.2. The Client will remain responsible to implement appropriate technical and organizational security measures on and to its own systems and premises.

10.2.3. IRON will process personal data in accordance with the Client's general or specific documented instructions.

10.2.4. IRON will ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

10.2.5. IRON will engage subprocessors only upon providing prior notification thereof to the Client.

10.2.6. IRON will inform the Client without undue delay of any request it receives from a data subject, in relation to personal data it processes on behalf of the Client, and will provide reasonable assistance to the Client in that context.

10.2.7. IRON will, taken into account the nature of the processing and the scope of the Services, assist the Client in complying with its obligations under applicable personal data processing legislation.

10.2.8. IRON will, upon the termination of the Agreement, permanently destroy any personal data that would still be in IRON's possession. If IRON has personal data in its possession, which is not made available to the Client prior to the termination of the Agreement, IRON will return such personal data to the Client and will permanently destroy any copies thereof.

10.2.9. IRON will, upon the Client's request, make available to the Client all information necessary to demonstrate its compliance with the obligations laid down in this article "Data protection", and (maximum once per contract year and/or upon the instruction of a competent authority) allow for and contribute to audits, including inspections, conducted by the Client, supervisory authority or another auditor mandated by the Client. Any audit will require prior notice of minimally 30 days. The auditor cannot be a direct competitor of IRON. The Client is responsible to ensure the auditor compliance with all confidentiality undertakings of these T&C. IRON may additionally require the auditor to sign a non-disclosure agreement.

10.2.10. IRON will inform the Client without undue delay about any (suspected) breach of the processing of personal data and cooperate with the Customer in the investigation and follow-up thereof.

10.2.11. IRON may invoice the Client for its efforts and assistance under articles 10.2.6, 10.2.7 and 10.2.9, on a time and material basis, in accordance with the hourly or daily rates indicated in the Order or, in the absence thereof, its usual hourly rates.

## 11. Miscellaneous

11.1.1. The Agreement forms the representation of all rights and obligations of the parties, and replaces any previous proposals and agreements with the same subject matter. The Agreement can only be amended upon mutual written agreement between the Parties.

11.1.2. IRON can amend these T&C at any time, by providing prior written notice thereto to the Client. In such event, any new Orders placed after such notification will be subject to the newly notified T&C. Orders placed before the notification will not be affected.

11.1.3. In case of inconsistency between the different parts of the agreement, the following order of precedence applies: (1) the Order document; (2) the Third-Party T&C (if applicable); (3) these T&C.

11.1.4. A possible invalidity or nullity of one of the provisions of the Agreement, or a part thereof, shall not affect the validity of the rest of that provision and/or the other clauses of the Agreement. The Parties, in mutual

consent, shall make every effort to replace the invalid or null clause, with a valid clause with the same or substantially the same economic impact as was intended with the original clause.

11.1.5. Neither party can be held liable for a non-compliance with the current Agreement, to the extent such non-compliance is caused by Force Majeure.

11.1.6. Unless expressly otherwise communicated by the Client in writing, IRON will be allowed to mention the Client's name and logo as a reference, e.g. on IRON's website or in a commercial presentation, also after the termination of the Agreement. The Client may withdraw this right at any time, by providing written notice thereto to IRON.

11.1.7. Parties agree to accept the validity and evidentiary value of electronic signatures and (other) electronic and/or digital means such as e-mail, click-wrap and other forms of electronic confirmations.

11.1.8. The Agreement is non-exclusive and either party will have the right to enter into similar agreements with third parties and to provide or receive products and/or services identical or similar to those provide in the context of the Agreement.

11.1.9. The non-assertion of a right or the non-application of a sanction by one of the parties does not constitute a waiver of its rights.

11.1.10. The Agreement is exclusively governed by Belgian laws. The Vienna Sales Convention of 11 April 1980 (CISG) will not be applicable.

11.1.11. Parties will strive to settle any dispute as much as possible in mutual consent. In the event of a conflict that cannot be settled amicably, the courts of Antwerp (division Antwerp) will have exclusive jurisdiction.

11.1.12 The Client will agree with the Terms and Conditions as described by CrowdStrike at <https://www.crowdstrike.com/terms-conditions/>.