

SECTION I : GENERAL PROVISIONS

1. Aside for any provisions to the contrary as expressly accepted by UBIDATA, at the time of order, all of our offers, interventions and services shall be exclusively governed by the present general conditions of sale and services (hereinafter referred to as the GCSS) which shall alone be applicable, notwithstanding all other documents issued by Client. Derogation may only be made to these conditions by a contractual provision to be concluded between UBIDATA and Client (hereinafter referred to as the Contract). Any other document that these GCSS, notably catalogues, advertisements, price lists, websites, notes, shall only have an informative and indicative value, which is non contractual and may, in this regard, be amended by UBIDATA without notice.

The present GCSS shall be deemed as accepted by Client who undertakes to ensure unreserved respect thereof by placing an order.

The present GCSS may be amended at any time and without notice by UBIDATA, with amendments solely being applicable to subsequent orders placed.

2. UBIDATA offers shall be valid for a period of one month following the date appearing on the offer. Prices shall solely be valid for quantities indicated.

3. All prices shall be understood as net in Euros, not including VAT and all other taxes, transportation and transportation insurance costs.

4. Aside for any provision to the contrary, all orders shall be subject to a down payment to the minimum value of 30% of the total price of the order, which shall be retained by way of compensation in the event of cancellation, without prejudice to article 9.1.

5. Aside for any provision to the contrary, delivery and performance deadlines shall only be given by way of indication, with any potential delay thereunto not leading to termination of the contract or to any entitlement to compensation whatsoever.

Client shall ensure provision of all required documents and information as requested by UBIDATA in agreed timescales from the date of order confirmation. Client shall ensure provision, insofar as reasonably practical, of said information (texts, images, files and data) which may be used in a suitable electronic format.

7. Any request for amendment to the content or performance of a specific agreement should be subject to a written request by Client, supported by a brief description thereof. In such instance as UBIDATA deems that said amendment is without effect from the perspective of budgeting and deadlines, said amendment shall be undertaken in the framework of the specific agreement concerned. Failing this, detailed analysis allowing for identification and estimation of the cost of said amendment, in addition to amendment itself, shall be subject to an addendum to the specific convention.

8. UBIDATA hereby reserves the right notably to suspend without notice, on one or more occasions, user licences conferred and/or services until such time as Client fulfils its obligations. In this regard, by way of example, any breach of the present GCSS shall entitle UBIDATA to immediately prohibit Client from using, in any manner or form whatsoever, in whole or in part, software, functionalities and applications designed and created by UBIDATA which may be in the possession of Client or any third party intervening on behalf of Client.

9. In the event of cancellation of any order by Client, UBIDATA shall be entitled, in all instances, to immediately pay the price for all items already delivered, performed or undertaken, in addition, to a fixed compensation as penalty corresponding to 50% of the full price until the term of the contract for incomplete work or services (including without being limited to licences and developments, the service agreement, hosting, support and/or maintenance ordered), and this without prejudice to the entitlement for UBIDATA to claim compensation.

10. Aside any provision to the contrary, any potential licence agreements, service agreements, hosting, support and/or maintenance agreements shall be concluded for a minimum term of one year and renewable tacitly for the same term unless Client or UBIDATA relinquishes renewal thereof by issuing notice issued by recorded delivery mail to the other party at least 3 months prior to the term of the agreement.

11. The total amount of licence fees payable for licence agreements, service agreements, hosting, support and/or maintenance agreements, in the event of tacit renewal, shall be indexed on an annual basis, on first January or the agreement anniversary date other than first January, in accordance with the health index (2004 basis) by application of the following formula :

P1 = P0 (S1/S0) where

P1 = Revised price

P0 = Price on the date of the previous revision or original price

S0 = Index published on the date of the previous revision or original index

S1 = Last published index on the date of revision

12. Licence fees shall be payable annually and in advance by Client.

13. Invoices issued by UBIDATA shall be payable in full without discount, aside for any special provisions to the contrary. Failure to pay any amount on due date shall lead to application by right and without prior notice, of a late payment penalty charged at a rate of 1% per month, in addition to an agreed and fixed rate compensation amount of 10% of the amount owing, with a minimum of 125 Euros. Only any complaints issued in writing in the month following issue of the invoice shall be admissible.

14. Even following acceptance of an offer, UBIDATA may refuse performance thereof or request that Client provides a payment guarantee, in such instance as UBIDATA deems this to be necessary after awareness of circumstances which may reasonably lead it to believe that Client is unable to pay invoices in full or within agreed deadlines.

15. An incident of force majeure shall be considered as any event arising after conclusion of the contract, and which prevents or delays performance, in whole or in part, thereof, in addition to any delay or defect by suppliers, hauliers or sub-contractors, any shortage of stock, or any other incident such as fire, industrial action, requisition, embargo, currency transfer block, uprising, and all other circumstances outside the control of parties.

That party claiming occurrence of any aforementioned incident should inform the other thereof in writing immediately as well as the date on which said incidents end. In such instance as any case of force majeure occurs, liability of UBIDATA and Client shall be relinquished.

In such instance as any of these incidents occurs, delivery and/or performance deadlines shall be extended by a period equal to that of the duration of the incident of force majeure.

In such instance as the event of force majeure continues for an uninterrupted period of three months, the parties may by mutual consent terminate the order affected or take all necessary measures allowing them to continue collaboration under an acceptable manner.

16. Services provided by UBIDATA or the use of software and/or hardware delivered by the latter may notably be affected by interruptions, disturbances, limitations, delays and other problems inherent to the supply of energy and power (electricity, etc.), networking systems (internet, etc.), connectivity or telecommunications (GSM, GPRS, etc.). UBIDATA may under no circumstances whatsoever be held liable for such problems.

17. Without prejudice to applicable intellectual property law and, notably, legal protection of computer programmes, Client hereby refrains from translating, adapting, amending or more widely undertaking any reverse engineering operation on the software, exporting, merging with other programmes or creating derivative programmes. Client shall notably ensure it consults UBIDATA for all information concerning the interoperability of the software with other software programmes. This obligation shall constitute a modification of those areas being required for hardware delivered by UBIDATA.

18. Client hereby guarantees to UBIDATA that any use which the former intends to make of UBIDATA products and services shall comply with regulations and legislation in force (notably those pertaining to privacy and data protection) in the country in which use is made thereof. In the widest measure authorised by applicable law, UBIDATA hereby relinquishes all liability in this regard and Client shall duly compensate UBIDATA in full for all damage, penalties and costs incurred including legal defence costs and expert fees which any illegal usage may cause to UBIDATA.

19. Total and accumulated liability of UBIDATA, whatever the cause, shall not exceed a total amount equal to payment due to Client in the framework of the order concerned.

In no instance whatsoever, even if UBIDATA is warned in advance of the possibility of such damages, UBIDATA shall not be held liable for any indirect damage, such as loss of earnings, increase in overheads, rescheduling, loss of profit, loss of clients, loss of investment in hardware or planned savings,

loss of data (Client being responsible for backup of data), harm to reputation, or any complaint lodged against Client by any third party whatsoever.

20. The potential invalidity or unenforceability of any of the clauses herein, notably with regard to imperatives of applicable law in force, shall under no circumstances whatsoever lead to the invalidity or unenforceability of the entire GCSS. In such instance, the parties hereby undertake upon first request by either party, to replace the disputed clause with a clause incorporating equivalent economic and financial effects, of which the validity or enforceability may not be questioned.

21. Any dispute pertaining to the validity, interpretation or enforcement of contracts concluded with UBIDATA and these presents shall be subject to the exclusive jurisdiction of Brussels courts and tribunals. Belgian law shall be solely applicable.

SECTION II: SOFTWARE

22. This section shall specifically apply to any transfer by UBIDATA of the right to use one or more software programmes developed by UBIDATA, in addition to potential additional developments required to ensure interface of the software programme with Client systems.

23. In such instance as UBIDATA is responsible for undertaking additional developments and/or installing, setting up and assembling the software programme, delivery shall only be confirmed once UBIDATA deems it to be ready to undertake delivery.

Receipt consists of confirmation of supplies and the compliance thereof with acceptance specifications and criteria as decided in the specifications and/or receipt log which may be established on the basis of specifications.

Confirmation shall be undertaken by Client within the agreed timescale, and this may not exceed 5 working days.

In accordance with the outcome of confirmation, this may lead to:

Full unreserved receipt if the supplies operate in accordance with specifications.

Receipt with reservations (or provisional receipt) if non-compliance with specifications are not significant. UBIDATA shall remedy these non-compliances in a reasonable timescale as defined in the receipt log; definitive receipt shall be confirmed as soon as shortcomings observed are remedied by UBIDATA.

Refused receipt in such instance as non-compliances lead the supplies to be unusable: in this instance, Client indicates the grounds for refusal in writing to UBIDATA by the latest following the receipt period. Scheduling of a new receipt period shall be undertaken in accordance with the volume of remedies to be made.

Receipt or refusal of receipt shall lead to a receipt log established by UBIDATA. Receipt shall be immediately granted (i) in such instance as the supplies are used by Client prior to the end of the confirmation period and observation of findings or (ii) in such instance as Client fails to issue confirmation within the 5 day period indicated above.

24. Client hereby confirms awareness of the software functionalities concerned and to have all scope to examine these and their functioning during demonstrations and maintenance periods, notably with operational and technical teams of the Client. Client is in this regard able to observe suitability of the software with commercial requirements, and UBIDATA issues no guarantee whatsoever in this regard.

25. UBIDATA hereby grants to Client a non exclusive and non transferable right to use the software subject of the Contract in addition to any potential additional developments undertaken thereunto by Client, and this insofar as Client is up to date with payments for deliveries, licence fees and services pertaining to the Contract or to any other agreement concluded with UBIDATA.

26. Aside for any express provision to the contrary, Licences granted shall only allow for internal and personal usage by Client. Aside this right of use, Licences shall not confer to Client any right of ownership or any other entitlement whatsoever. Client hereby refrains in particular from transferring, sub-licensing, selling, re-selling, granting, outsourcing, distributing or using for commercial purposes or providing via any other means access to any third party of the software, functionalities, or applications.

27. Right to use of the software programme is transferred in return for a licence fee which is payable by the Client once said software programme is installed on any Client configured machine.

28. The right of use conferred by these presents shall be limited to Client, to the number of licences and user profiles as defined in the Contract. UBIDATA hereby reserves the right to include in its software programmes, mechanisms which enable verification of the number of licences which are subscribed by Client in accordance with the use of UBIDATA software programmes by the latter.

29. At any time upon the request of Client or UBIDATA, and at least once per annum on the date of renewal of the licence agreement, the number of users for whom licence is granted shall be re-evaluated. In such instance as the number of actual users exceeds the number for whom the licence was conferred to Client, Client should pay the licence fee for the additional number of users at prices in force on the date of revision. In such instance as the number of actual users is lower than the number for whom the licence was conferred to Client, Client may request reduction in the number of users. In such instance, licences shall be definitively relinquished and shall not lead to any entitlement for compensation. Any amendment to the number of users shall be accepted by the signature of an addendum to the Contract, which should additionally indicate the total amount of the maintenance licence.

30. Client hereby declares to be aware of the technical environment necessary for proper operation of the software programme. The licence conferred by UBIDATA only concerns software programmes edited or developments undertaken by UBIDATA. Licences for additional products such as the technical infrastructure and third-party systems should be subscribed separately by Client with suppliers of said products.

31. By express agreement, UBIDATA may under no circumstances whatsoever be held liable for any defects arising either following inadequate configuration of the Client information system, or any incompatibility with any other system used by the latter and, more widely, the technical environment.

32. Without prejudice to backup copies which may be required, by way of security, in the framework of legitimate use of the software programme, Client is prohibited from permanently or provisionally reproducing any UBIDATA software programme in whole or in part, by any means whatsoever and in any format. Client shall take all measures necessary to avoid any illegal disclosure of any backup copies taken.

33. Any prejudice caused to the intellectual property rights of UBIDATA, such as unauthorised transfer, copy or duplication or counterfeit, without this list being exhaustive, shall lead to the payment of a firm and fixed compensation which may not be lower than €200,000.00 per prejudice observed, without prejudice to the right of UBIDATA to pursue full compensation for all damages incurred. Prejudice should be observed either by an independent third party, or in the presence of both Client and UBIDATA.

34. UBIDATA hereby guarantees that licences conferred in addition to associated documentation or any service provided by UBIDATA in the framework of these presents does not prejudice the intellectual property rights of any third party. UBIDATA shall protect and hold harmless Client against any claim which may be made by any third party in this regard.

35. Client hereby guarantees that it holds all rights and/or authorisations required, and shall protect and hold harmless UBIDATA against any claim which any third party may claim to hold over any intellectual property or other right, in whole or in part, over items which Client requests that UBIDATA integrates into the ordered application or uses in the design thereof.

36. Client hereby undertakes to immediately inform UBIDATA of any prejudice or risk of prejudice to the intellectual property rights of the latter following actions of third parties.

SECTION III: HARDWARE

37. This section applies specifically to the supply of any hardware or equipment (hereinafter referred to as Products) by UBIDATA.

38. Aside any provision to the contrary, Products are sold EX WORKS. On the request of Client, UBIDATA may however be charged with delivery of Products by the supplier of its choice. In this instance, delivery shall be undertaken by the issue of products to the shipping agent and all risks and costs of transportation shall be incurred by Client.

39. Any complaints made pertaining to non-compliance of Products (nature, quantities, apparent defects, etc.) should be made in writing (to the Technical Department or your usual point of contact) within a period of 3 working days following receipt of products, without relinquishing right of redress against the shipping agent. Any complaints regarding hidden defects should be issued in writing within 30 calendar days following receipt of products. It shall be incumbent upon Client to provide all justifications as to

the reality of such complaints, in addition to the reference number and the transportation letter pertaining to products. In such instance as this is not formulated in the timescale outlined herein, no complaint shall be taken into consideration and products shall be deemed to be definitively accepted by Client.

40. Products may only be returned to UBIDATA after the latter has expressly agreed thereto in writing. Only products in perfect condition, in original packaging, with the return number as previously communicated by UBIDATA, shall be accepted. Return of products shall be undertaken at the cost and peril of Client.

41. Failing agreement concerning the return of products, all returned products shall be made available to Client, at its own cost (notably storage) and perils.

42. Transfer of ownership of products delivered to Client shall only occur following full payment of the price and ancillary costs. Client shall refrain from using products delivered and, notably, from selling these or using them as security. Moreover, Client shall immediately inform UBIDATA of any seizure or restraint on products undertaken by any third party. Any failure by Client to pay shall entitle UBIDATA to reclaim possession of delivered products.

43. In such instance as products are third party hardware, UBIDATA shall provide products solely under the original manufacturing warranty, with Client accepting to have been informed of the terms and conditions of this guarantee prior to placing any order. Client should directly contact manufacturer, without going via the intermediary of UBIDATA, who shall refuse any return of products in this regard and may not be held liable for any defect in these products or default by the manufacturer in the framework of this warranty, nor for any consequences resulting for Client.

44. In such instance as products are UBIDATA hardware, a one year parts and labour warranty is offered by UBIDATA (hereinafter referred to as « the Warranty ») from the date of delivery of the products. UBIDATA shall only be bound by an obligation to provide resources in the framework of the Warranty. The Warranty shall be limited to repair or replacement of products recognised as defective by UBIDATA, with the choice between repair or replacement being left to UBIDATA alone, with the exclusion of any compensation of any nature whatsoever.

45. In the framework of the Warranty, return of products to UBIDATA shall be undertaken at the cost and perils of Client, whilst return of products to Client shall be undertaken at the cost of UBIDATA but at the perils of Client.

46. The Warranty does not cover defects or improper functioning which result from installation (aside for when installation is undertaken by UBIDATA), defective or inadequate use or storage of products, insufficiency or interruption in power or communication networks, installation of third party software programmes, the addition of any additional or complementary mechanism, and more widely, any modification or transformation undertaken to products by Client or any third party.

47. In such instance as it appears that the products are not defective or that the defects observed do not fall within the scope of the Warranty, costs incurred by UBIDATA in this framework shall be invoiced to Client, and products shall be returned to the latter at its own cost and perils.

48. Client shall be responsible for conservation and use of products, even though UBIDATA may have accepted that these be delivered to one of its sub-contractors or to any third parties.

SECTION IV : DATA PROCESSING

49. UBIDATA shall not take any commitment towards Client regarding the quality of data communicated, aside in such instance as Client opts for an all in fee (with communication fees being included in UBIDATA invoices), without prejudice in all instances to article 16 of these presents, or any use by Client and/or any employee or agent thereof for any other purpose than that for which provision is made by the contract.

50. Client hereby guarantees to have undertaken all necessary procedures with a view to complying with legal provisions in force concerning the protection of privacy and data so as to be authorised to collect and process data which it communicates to UBIDATA. Liability of UBIDATA shall be limited to the application of solely the following indicated rules and regulations.

UBIDATA shall ensure that for persons acting under its own authority, access to data and the possibility of processing thereof shall be limited to those persons who actually require access thereunto for the performance of their duties or requirements for their post.

UBIDATA shall ensure to inform persons acting under its own authority of legal provisions concerning protection of privacy and its decrees, in addition to any pertinent recommendations concerning the processing of personal data.

UBIDATA shall ensure that same persons accessing personal data may only process said data upon instruction by Client, aside in the instance of any obligation imposed by or in accordance with the law, a decree or a legal ruling.

In order to guarantee the security of personal data, UBIDATA shall take all technical and organisational measures required in order to protect personal data against modification, access and any other unauthorised processing thereof. These measures shall ensure an adequate level of protection, given on the one hand the technical condition and the costs incurred by the application of these measures and, on the other hand, the nature of data to be protected and potential risks.

Client may at any time ask to consult, correct or delete personal data communicated by the latter to UBIDATA by snail mail or email.

SECTION V : MAINTENANCE

51. This section applies specifically to maintenance undertaken by UBIDATA on software and hardware delivered by the latter, and covers maintenance operations planned by UBIDATA (upgrade maintenance) and resolutions of incidents on the request of the Client (repair maintenance). The term incident shall be used to refer to any interruption in the service which is significant and lasts for a considerable time.

52. Upgrade maintenance shall be undertaken on the initiative of UBIDATA on each occasion the latter deems this to be necessary. However, UBIDATA shall ensure it previously informs Client of the date and time of planned maintenance (start and end), in addition to providing a technical description of the planned maintenance.

53. In the event of any incident arising, Client shall inform UBIDATA thereof in writing as soon as possible, and shall provide response to standard questions appearing in the template list issued to Client at the beginning of contractual relations.

54. UBIDATA shall make all best efforts so as to provide a definitive solution to the incident as soon as possible. Once UBIDATA is able to identify the cause of the incident, it shall inform Client of the time required in order to once more resume normal service.

55. In such instance as it appears that the cause of an incident is not attributable to UBIDATA but to Client or any other third party (telecom operator, etc.), the services involved in remedying said incident shall not be covered by the maintenance licence but shall be invoiced separately in accordance with UBIDATA rates in force with applicable transportation costs. UBIDATA hereby reserves the right to adjust said rates periodically and at its own discretion, without having to inform Client thereof in advance. By way of example, those services concerned by the present clause are those provided by UBIDATA following (i) negligent actions by Client, its employee, agents, guests or third parties, outside the control of UBIDATA, (ii) attempts to repair, modify or undertake maintenance by persons not duly qualified by UBIDATA in providing such services, (iii) the use of files or devices which are not provided by UBIDATA, (iv) any abusive use by Client, etc.

56. In such instance as resolution of any incident requires repair or replacement of hardware, this shall be invoiced by UBIDATA at applicable rates, aside for application of warranty for which provision is made under section III. The choice between repair and replacement shall be made exclusively by UBIDATA.

57. Normal hours for maintenance, whether upgrade or repair, are between 8am and 5pm from Monday to Friday, with the exception of public holidays. Any other maintenance operation which UBIDATA accepts to undertake shall be invoiced at the rate in force applicable to services provided outside of usual maintenance hours.

58. Even if UBIDATA intends to ensure a high level of continuity to those services which it offers, it may not however issue any guarantee in this regard. In the event of any incident arising, it shall be incumbent upon Client to implement an alternative backup procedure.

59. UBIDATA shall publish a report for upgrade maintenance and repair maintenance operation