



## **TERMS AND CONDITIONS FOR THE SIM FOR THINGS SERVICE offered on the AWS MARKETPLACE**

v. March 2021

**BY PURCHASING AND USING THE SERVICE THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM AND AGREES TO BE BOUND BY THEM.**

### **Article 1      Scope of these terms**

1.1 These terms are for the supply by BICS to CUSTOMER of the SIMforThings Service as described herein and in the SIM for Things Service description on the AWS Marketplace, which CUSTOMER acknowledges having had access to prior to ordering the SIM for Things service (hereinafter the "Service"). BICS reserves the right at any time to adjust the scope of and to add functionality to the Service or, in rare cases, particularly in the event of abuse, reduce functionalities. The Service description, as may be revised from time to time, is at all times available on request. The Service is addressed exclusively to businesses within the meaning of the Belgian Company Code.

1.2. The Service consists in the supply by BICS to CUSTOMER of:

- SIM cards;
- An access to mobile operators' networks worldwide;
- Mobile data services, using the BICS Virtualized Core Network;
- Access to a control a management centre via a Portal and API's.

1.3 The Service may be used by CUSTOMER for the following types of mobile network-based communications:

- M2M System Services between distributed systems (vehicles, machines, electricity meters, etc.) and central control stations (e.g. communication hubs) as well as remote-controlled operation of devices for purposes of monitoring, measurement, meter reading and control.
- Access to the Internet for devices such as tablets, smart watches, IoT devices.

For the sake of clarity the use of voice and SMS services is not part of the scope of the Service.

### **Article 2      Term, Renewal, Suspension and Termination**

#### **2.1 Term and renewal modalities**

2.1.1 These terms shall enter into force on the date of order by the CUSTOMER on the AWS Marketplace, for an initial term that starts on the order date as indicated in the subscription order (the "Initial Term").

2.1.2 At the expiry of the Initial Term, the Agreement shall be extended for one or successive one-year term(s) (each, a "Renewal Term"), as opted for by the CUSTOMER on the AWS Marketplace. The

CUSTOMER, upon renewal, shall have the ability to opt for another Service package than the one initially ordered, subject to the then applicable fees. If the CUSTOMER does not opt to renew its subscription, the Service shall be deactivated at the end of the Initial or any subsequent Renewal Term.

## 2.2 Termination modalities

2.2.1 The order and these terms may be terminated by written notice with immediate effect by a Party to the other – notwithstanding any other rights such Party may have - if:

- a. The other Party has failed in the performance of any material contractual obligation of this Agreement, provided that the non-defaulting Party shall not be entitled to terminate unless and until it has given written notice of the relevant breach to the breaching Party and the breaching Party shall have failed to remedy the breach within thirty (30) calendar days of receipt of such notice; or
- b. The other Party is the subject of a bankruptcy order, or is placed in an insolvency proceeding or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if any of the other party's assets are the subject of any form of seizure, or goes into liquidation, either voluntary (otherwise than for reconstruction or amalgamation) or compulsory or if a receiver or administrator is appointed over its assets (or the equivalent of any such event in the jurisdiction of such other party).

2.2.2 BICS may terminate the Service immediately and without notice if:

- a. CUSTOMER seeks to hack or breach any security mechanism on BICS' Service;
- b. BICS determines that CUSTOMER's use of the Service poses a security or service risk to BICS or third parties, including any end user, or may subject BICS, any end user or third party to liability or damages;
- c. CUSTOMER uses the Service other than as expressly permitted in these terms or the order;
- d. BICS receives notice or otherwise determines, in its sole discretion, that CUSTOMER may be using the Service for any illegal purpose or in a way that violates any law or violates, infringes or misappropriates the rights of any third party; or
- e. the provision of the Service to CUSTOMER is prohibited or restricted by any applicable law or regulation;
- f. despite any 'know-your-customer' checks carried out by AWS Marketplace, it appears that the CUSTOMER is listed as sanctioned entity under any applicable sanctions regime.
- g. Despite the credit risk checks carried out by AWS Marketplace prior to onboarding the CUSTOMER on the AWS Marketplace, it appears that the CUSTOMER's creditworthiness is below the level requested by BICS when CUSTOMER has failed to prepay the amounts it needs to prepay upon subscription to the Service.

2.2.3 No compensation for any unused data usage shall be due by BICS after the termination of the Agreement for any reason, unless the Agreement is terminated for cause by the CUSTOMER. At termination, the CUSTOMER will be requested to pay the prepayment amount, if not paid to AWS Marketplace upon subscription, or the charges that remain due, if any.

2.2.4 The termination of these terms shall not prejudice or affect a right of action or remedy which shall have accrued or shall accrue subsequently under these terms to either Party.

2.2.5 After the termination of the order and these terms, for whatsoever reason, the confidentiality provisions of Article 9 remain in full force and effect during three (3) years as from such termination

## 2.3 Suspension modalities

Without prejudice to other provisions of the AWS Marketplace terms, of these terms and of any applicable legal provisions, BICS is entitled to suspend wholly or partly the use of the Service in the following non limitative cases:

- Any threat to the technical facilities and/or network of BICS, which is in BICS' reasonable opinion, caused by CUSTOMER's use of the Service;
- BICS obtains secured information that the SIM usage caused violations of any applicable legal regulations;
- Non payment of the fees due.

## Article 3 Service terms of use

### 3.1 General terms

3.1.1 Suitable, ready for use end devices and suitable SIMs, whether provided by BICS or not, are the prerequisite for the use of the Service.

3.1.2 The selection of network infrastructure providers including the change thereof is at the discretion of BICS. CUSTOMER is entitled to network services in selected countries within the framework of the applicable tariffs.

3.1.3 CUSTOMER may not use or attempt to use the Service in connection with any use which is prohibited by any applicable law such as, but not limited to, export control and economic sanction regulations, including those of the US, UK, and EU. CUSTOMER shall notify BICS in writing immediately upon becoming aware of or suspecting such activity in the course of its own service. In the event that BICS reasonably believes that this clause has or may be breached, CUSTOMER will cooperate fully with BICS' investigation to resolve the concern. These circumstances can lead to a suspension or termination of the Service in line with Article 2 of this Agreement.

3.1.4 CUSTOMER may sell the Service and make the SIM cards available to Enterprise Customers and to End-Users in accordance with these terms, however CUSTOMER remains the sole contracting party of BICS and liable for all acts and omissions of such Enterprise Customers and End-Users, especially and without limitation, to make payments of fees arising from use of the Service. All obligations arising from these terms remain in effect and, where relevant, apply to the Enterprise Customers and End-Users in the same manner as to CUSTOMER.

For the purpose of this clause:

- "Enterprise Customer" is an end-beneficiary of the Service, which may at its turn deal with End-Users. At this level, the Enterprise Customer combines the Service with its own application, service, or hardware with the aim to provide machine-to-machine systems services or products.
- "End Users" are the individual persons making use of the application or service of the Enterprise Customer

### 3.2 Availability of connectivity

The availability of connectivity in certain countries and regions derives from the BICS price sheet in its then most current version in connection with the Service ordered by CUSTOMER and made available by BICS to the CUSTOMER upon ordering on the AWS Marketplace, or as modified thereafter from time to time.

### 3.3 Provision of SIMs

If not agreed differently in writing between the Parties, BICS shall provide the SIM cards required for the use of the Service.

#### 3.3.1 Orders

CUSTOMER shall order SIMs to BICS via the order form submitted by BICS. Orders are firm once confirmed by BICS in writing by email.

Any subsequent orders for SIMs are ruled by the terms of this Agreement and by any specific provision included in the initial order form.

#### 3.3.2 Shipping

The SIMs shall be sent to CUSTOMER within the timeline indicated in the order form, provided that CUSTOMER maintains a positive prepaid balance prior to the established date of shipment.

The risk of accidental loss or deterioration of the SIM Cards passes to CUSTOMER when the SIM cards leave the premises of BICS or of its providers. This applies even if free delivery has been agreed between the Parties. Carriage of all shipments - including any returns - is solely at CUSTOMER's risk.

#### 3.3.3 Delivery

BICS shall endeavour to meet the delivery dates it communicates to CUSTOMER for the provision of SIM cards as indicated in the order form. However, as BICS is dependent on the timely delivery by third-party partners, BICS assumes no liability for not meeting the communicated delivery dates. In case of any delay, CUSTOMER grants BICS a grace period of at least six (6) weeks to remedy the delay. CUSTOMER may terminate the relevant Order Form after expiry of such grace period by providing written notice, such termination being the sole remedy for CUSTOMER. Partial deliveries are to be accepted by CUSTOMER.

#### 3.3.4 Acceptance of SIM Cards, claims for damages

CUSTOMER undertakes to verify whether the nature of the SIM cards is in line with the order within five (5) days of receipt thereof and before installing them in any device. In case CUSTOMER declines the acceptance of the SIM cards without proper reason being given, BICS may cancel the relevant order and is entitled to claim, without prejudice to the possibility that the claim may be higher, thirty percent (30%) of the net goods value as compensation. In this case, no evidence of actual damages is required from BICS.

#### 3.3.5 Defects

Complaints or objections related to quantity or type of SIM cards, as well as related to externally visible defects can only be considered if they are sent to BICS in writing within five (5) days of receipt by CUSTOMER of the SIM cards.

CUSTOMER is not entitled to claim rectification of any defect in case such defect is only representing an insignificant deviation from the functionalities or an insignificant impairment of the usability.

In case of justifiable defects notified in due time by CUSTOMER, BICS can choose between rectifying the defects or replacing the SIM cards. If BICS chooses to rectify the defects, a failure of such rectification is only effective after BICS failed two (2) consecutive times in rectifying the defect. In such case, CUSTOMER may either ask for a reduction of the price or a cancellation of the order.

#### 3.3.6 Warranty

All SIM cards provided by BICS are manufactured by third parties. BICS shall warrant the technical specifications of the SIM cards as provided by the manufacturer.

BICS excludes any warranty for the usability of the supplied SIM cards for the purpose intended by CUSTOMER. Damage caused by improper use or other measures of CUSTOMER during transport, installation, operation, connection or storage do not justify any claims against BICS.

BICS excludes warranties for electronic components and semiconductors if changes are made to the SIM cards, if they are used contrary to the technical specifications or if the SIM cards are not returned within a reasonable period set by BICS for their return. If returned without proper packaging,

CUSTOMER shall bear the risk of damage. In any case, BICS' warranty shall not exceed six months after delivery at the site of CUSTOMER.

### **3.4 Allocation and use of the SIMs**

3.4.1 CUSTOMER shall:

- Only use technically suitable devices for the operation of the SIMs;
- Secure the SIMs from abuse, i.e. a use of the SIMs that are contrary to the intended and authorised use. CUSTOMER shall inform BICS of any abuse by giving full particulars of the impacted SIMs immediately after obtaining knowledge thereof. Such information can be provided by phone once recorded in BICS' service-ticketing-system or by sending an email to BICS' customer care service. However, in the event of loss or any form of loss of control over the SIMs, CUSTOMER remains liable to pay the respective fees, arising from use of the SIM(s) by third parties until suspension of the SIMs by CUSTOMER using the Portal or by explicitly requesting such suspension from BICS in writing;

3.4.2 CUSTOMER is requested to use the IMSI as specified in the pricing table applicable to its order. Failure to do so might result in new data usage charges to be invoiced by BICS and paid by CUSTOMER.

3.4.3 CUSTOMER is liable for all airtime usage costs arising from CUSTOMER's SIMs. To protect CUSTOMER for unexpected or fraudulent airtime use, the Service enables CUSTOMER:

- To set up usage limits separately for each individual SIM or for all SIMs at once;
- To automatically suspend SIMs when a change in IMEI is detected.

### **3.5 Forecast**

3.5.1 CUSTOMER will submit to BICS on request and no more frequently than quarterly a good faith, non-binding twelve 12-month forecast in a form mutually acceptable to the Parties indicating the estimated number of devices that CUSTOMER will deploy and the number of SIM Cards expected to be ordered, and any expected changes in the usage profile. Information disclosed by CUSTOMER in the forecast provided pursuant to this section will be considered as Confidential Information of CUSTOMER.

### **3.6 Provision of BICS API and Portal**

3.6.1 CUSTOMER is responsible for the technical set-up and integration of the BICS API into existing systems at its end. The implementation shall be in accordance with the API specifications and policies (in particular 'BICS RestAPI specification') provided by BICS and available via <https://api.sft.bics.com/>, as may be amended from time to time.

3.6.2 CUSTOMER is also solely responsible for the security of the hardware and data, including the access data, which it requires for the access to the Portal.

## **Article 4 Financial Terms**

### **4.1 Prices**

4.1.1 Prices shall be expressed in USD, and are net of freight, packaging, and ancillary costs, such as customs and import duties, where applicable.

4.1.2 The prices for the Service are as specified in the AWS Marketplace and in the order confirmation page provided to CUSTOMER by the AWS Marketplace.

4.1.3 CUSTOMER acknowledges that, due to the nature of the Service, access to mobile networks in certain parts of the world can experience significant increase in the termination cost charged by local mobile operators. BICS shall make its best efforts to notify CUSTOMER in writing of the price increase



which will become applicable within ten (10) day from the notification date and retains the right to remove the coverage in the concerned country or territory from its coverage list..

4.1.4 The prices for the Service exclude VAT or any other applicable tax. CUSTOMER will bear any taxes levied in its own country of residence and possible gross-up fee, if any, to be paid to BICS, to guarantee the net payment of the price agreed upon. In the event that payment of any amount of the prices becomes subject to withholding tax, levy or similar payment obligation on sums due to BICS under these terms, such withholding tax amounts shall be borne and paid for by CUSTOMER in addition to the sums due to BICS and CUSTOMER shall ensure that BICS actually receives and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required. Should CUSTOMER withhold any amounts and request that BICS grosses up its prices to reflect such withholding, or otherwise makes references to such amounts in its monthly accounts, CUSTOMER will provide BICS free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by CUSTOMER.

## **4.2 Invoices and payments terms**

4.2.1 All charges for the Service, including for the SIM Cards purchase, shall be invoiced to CUSTOMER by AWS Marketplace on behalf of BICS. The payment terms for those charges are set forth in the AWS Customer Agreement and governed by the terms and conditions associated with it.

4.2.2 Each SIM can be activated/ deactivated through the SIM for Things Portal or APIS by CUSTOMER. For the purpose of billing, SIMS are considered as Active for a given calendar month if the status has been Active at any time during this month.

4.2.3 Prices are invoiced and payable in advance. Upon its order, CUSTOMER shall make a payment to AWS Marketplace as indicated on the order form.

4.2.4 BICS will make available a set of web based tools allowing CUSTOMER to track its usage online. The web interface is considered as an accurate guide. However, it is the full responsibility of CUSTOMER to manage and maintain its prepaid credit balance to avoid Service interruptions.

4.2.5 CUSTOMER undertakes and will be responsible for requesting the upgrade of the Service, as the case may be, and shall pay for such upgrade in accordance with the terms of the AWS Marketplace.

4.2.6 For the purpose of allocating the actual consumption of CUSTOMER against the paid balance, the Parties agree to use BICS' figures (irrespective of any dispute) in case of difference between CUSTOMER and BICS' reconciliations of data.

4.2.7 When CUSTOMER's paid balance is exhausted or when BICS considers that the paid balance is insufficient to cover the usage, the CUSTOMER shall be notified and shall have the option to upgrade the Service. Upon exhaustion of the paid balance, the Service shall be blocked automatically until possible reloading of the prepaid balance.

4.2.8 When despite reminders being sent, CUSTOMER fails to pay the amounts being due, BICS shall have the right to suspend, and eventually terminate, the Service, with all open amounts remaining due and to be paid by CUSTOMER.

## **4.3 Billing disputes**

4.3.1 If CUSTOMER disagrees with an invoice received from AWS Marketplace, it must notify AWS Marketplace as per this latter's terms and BICS in writing thereof before the due date of such invoice. After the due date, CUSTOMER agrees to irrevocably waive its rights to dispute the invoice. All invoices and protests must at least explicitly mention the following dispute details the invoice number, the invoice date, the invoice period, the concerned disputed amount, the period, the Service supplied,

the destinations, the telecommunications route (if applicable), the object and arguments of protest (if applicable). All disputes must be sent to [disputes@bics.com](mailto:disputes@bics.com).

4.3.2 In the event of an invoice dispute which cannot be settled amicably before that invoice's due date, CUSTOMER must in any event settle before the due date all amounts which are not in dispute

4.3.3 CUSTOMER agrees that no dispute shall be raised if the amount in dispute is less than one percent (1%) of the corresponding invoice's total amount and less than a thousand euros (1000€) (both thresholds apply).

4.3.4 When a dispute is settled, a credit note shall to be provided within thirty (30) calendar days.

## **Article 5      Warranty**

The Service shall be provided to the best ability of BICS and in accordance with the "state of the art" technology and its limitations, including geographical ones. The Service might be subject to restrictions caused by technical or regulatory circumstances not within BICS control. Any claims by CUSTOMER, including but not limited to damages and recourse caused by the lack of a complete nationwide network availability are therefore excluded, unless the Parties agree otherwise in a service level contract.

## **Article 6      Liability**

6.1 Except as otherwise further limited herein, BICS' liability under these terms shall be limited to compensation of actual, direct, personal, and foreseeable damage or loss suffered by CUSTOMER (including damage or loss caused by BICS' employee(s) and/or contractor(s)), and shall not include indirect, consequential, special or punitive damages including but not limited to loss of profits or income, additional expenses loss of customers, loss of or damage to data or loss of contracts, loss of time or loss of business.

6.2 BICS' liability for lack of or defaulting performance shall be limited on a yearly basis to the reimbursement of incurred damages and expenditure up to a total of a hundred percent (100%) of the amounts paid by CUSTOMER in the twelve (12) month preceding the cause of the damages.

6.3 Nothing in these terms shall operate to limit or exclude either Party's liability for damages arising from its own fraudulent or grossly negligent acts or omissions, for bodily injury it causes to the other Party's representatives or for any other liability that cannot be excluded or limited by law.

## **Article 7      Limitation Periods**

7.1 The limitation period for claims and rights ensuing from defects in goods and/or services - irrespective of the legal grounds- is one year.

7.2 The limitation period in accordance with paragraph 1 also apply for all damage claims asserted against BICS -which are connected with the defect - irrespective of the legal grounds for the claim.

7.3 The limitation periods set out in paragraphs 1 and 2 do however not apply:

- a) in the case of intentional or fraudulent concealment of a defect;
- b) in cases of gross negligence, in cases—not relating to the provision of a defective item and/or the provision of a defective service—of culpable breach of significant contractual obligations, or in cases of culpable injury to life, body or health.

7.4 The limitation periods for damage claims also apply for the reimbursement of alleged expenditure.

7.5 For all claims, the limitation period starts on delivery for provision of SIMs and, in the case of the services, on actual Service commencement date.

## **Article 8 Force majeure**

Neither of the Party shall be liable for any delay or deficiency in the performance of its obligations if this delay is imputable to force majeure. Following events are considered to be force majeure (not exhaustive list): act of God, flood, earthquake, storm, thunderstorm, frost, explosion, lighting, fire, epidemic, war, outbreak of hostilities (whether or not war is declared), riot, strikes or other labour unrest, civil or military disturbance, embargo, social conflicts, sabotage, fibre or cable cut, expropriation by governmental authorities, interruptions by regulatory or judicial authorities, interruption or break-down of electricity supply, acts or orders of government, statutory authorities or public agencies or other acts of events that are outside the reasonable control of the concerned Party.

## **Article 9 Confidentiality**

9.1 These terms are made in strict confidence between the Parties. Neither Party will disclose the whole or part of these terms without the prior written consent of the other Party.

9.2 After termination of the order and these terms for whatsoever reason, the obligations of confidentiality provided under these terms will remain in full force and effect during 3 (three) years as from such termination.

9.3 If the receiving Party is required by law or by the order of a competent jurisdiction or a public authority to disclose (in part or in full) any confidential information (the "Confidential Information"), that Party shall immediately notify the disclosing Party thereof in writing, and give the latter the opportunity to seek any legal remedies to maintain the confidentiality of the Confidential Information. In any case, the receiving Party shall only disclose Confidential Information that it is legally required to disclose and shall take all possible measures to maintain the confidentiality of the Confidential Information.

## **Article 10 Transfer, Assignment and Subcontracting**

10.1 Neither Party may assign or transfer all or any part of its rights, benefits or obligations under these terms without the prior written consent of the other Party.

10.2 BICS may subcontract the performance of the Service to third parties. However, BICS remains liable for its obligations and for the subcontracted work.

## **Article 11 Fraud Prevention**

It is the Parties' mutual interest to prevent any kind of fraud, abuse, misuse or damage of data that involves the Parties' respective network or services. The Parties may therefore inform each other on the occurrence of such event in due course, exchange all necessary and relevant data, including but not limited to customer information, and, in such case, will jointly discuss and work out measures either to prevent or eliminate such fraud, abuse, misuse or damage. No Party shall transfer information to the other Party to the extent that a Party is prohibited from doing so by laws and regulations of its own country applicable to telecommunications services and/or data privacy. Each Party will strictly comply with the laws and regulations regarding telecommunications services and data privacy applicable in its



respective countries, and will inform the other Party, if and what special treatment of data generated in connection with telecommunications services delivered under this Agreement may be required under such laws and regulations by the other Party.

## **Article 12 Intellectual Property**

12.1 The Parties commit not to compromise in any manner each other's registered trademarks and/or service marks.

12.2 The respective copyright, patent and other intellectual property rights (hereinafter referred to as the "Rights") owned by either Party or developed by either Party related to the Service shall vest in that party. Unless specifically mentioned otherwise, no title to any Rights owned by a Party is or will be transferred to the other Party.

## **Article 13 Data Protection**

The Parties undertake to process any personal data transferred to them by the other Party during the performance of this Agreement in accordance with the applicable legal provisions, and more specifically the EU General Data Protection Regulation (GDPR).

BICS uses the Amazon Web Services, Inc., with registered office at 410 Terry Avenue North, Seattle, WA 98109-5210, USA ("AWS") for ordering and payment processing purposes. All personal data provided by CUSTOMER during the ordering and payment processes shall be collected and processed by AWS for these purposes, subject to AWS' then current privacy policy available on its website.

## **Article 14 Notices**

14.1 Any formal notice to be given to a Party under these terms must be in writing and shall be delivered or sent by post and email to the addresses set out in the order form or at any other address or addressee as that Party may have notified to the other Party in accordance with this clause. Any notice or other document sent by post shall be sent by registered post or courier. A notice shall be effective upon receipt and shall be deemed to have been received at the time of delivery, if delivered by hand, registered post or, courier. Where delivery occurs outside business hours, notice shall be deemed to have been received at the start of business hours on the next business day.

### If to CUSTOMER:

As included in the order form

### If to BICS

Attention: VP Legal Affairs  
Address: boulevard du Roi Albert II, 27 – 1030 Brussels - Belgium  
Email: legal@bics.com

## **Article 15 General Provisions**

15.1 Unless explicitly stated otherwise in these terms, the failure of any Party to exercise any right or remedy under these terms shall not constitute a waiver of such right or remedy, and the waiver of

any violation or breach of these terms by a Party shall not constitute a waiver of any prior or subsequent violation or breach.

15.2 The Parties to these terms are independent contractors. Neither the performance by the Parties of their duties and obligations under these terms nor anything herein shall create or imply an agency relationship between the Parties, nor shall these terms be deemed to constitute a joint venture or partnership between the Parties.

15.3 If any provision of these terms is determined by a court or other competent authority to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of these terms. Should an authority, exercising its competence upon BICS, require BICS to modify the terms of these terms, or to refrain from supplying part or all of the Service, BICS shall have the right to provide for these modifications or to refrain from supplying the Service without having to pay any compensation to CUSTOMER.

15.4 The signing persons are duly authorised by legal and corporate rules to represent and engage their respective Party and declare to act within the authority delegated to them. Any Party to these terms may require proof of the powers delegated to the person representing and engaging the other Party.

15.5 BICS reserves the right to modify these terms at any time. Modified terms shall be at all times available on the AWS Marketplace and it is CUSTOMER's responsibility to verify once in a while the then applicable version of these terms.

15.6 Each Party hereby undertakes that, at the date of the entering into force of these terms there are no regulatory constraints to contract the Service, nor any embargo's adverse to contracting the Service with the other Party. Each Party further agrees that it will inform the other Party in the event a regulatory or legal constraint would arise.

## **Article 16 Disputes**

16.1 These terms and the relationship of the Parties in connection with the subject matter of these terms shall be governed by and determined in conformity with Belgian law. Any dispute that cannot be resolved amicably shall be brought before Brussels courts.

## **Article 17 Security requirements**

17.1 When implementing the Service in their own infrastructure and systems, each Party shall ensure that it complies with the security requirements applicable as per industry standards and with applicable laws and regulations.

17.2 Each Party shall ensure that the information disclosed under these terms will be treated by its staff, contractors and third parties acting on its behalf in accordance with the provisions of the article 9 of these terms.

17.3 Each Party will use all reasonable efforts to identify vulnerabilities, threats or risks linked to the Service at any time during the term of these terms.

17.4 The Parties shall advise each other immediately on becoming aware of any security breach, potential security breach or any suspected misuse that may affect the Service.

17.5 Parties shall collaborate in order to eliminate any kind of security incident.

17.6 Each Party shall implement the necessary business continuity measures and, if required, the recovery and testing plans associated to the Service.