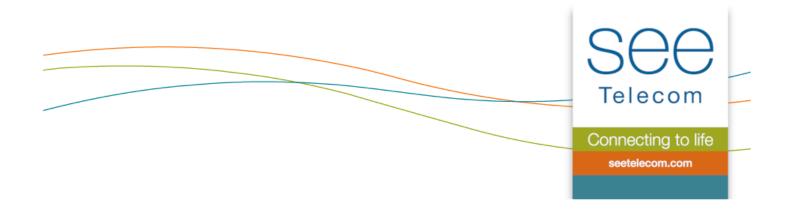
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SOFTWARE MAINTENANCE AGREEMENT

IN FORCE FROM THE 1st OF JULY 2020



1 DEFINITIONS

- "Software": Any computer program for which the Customer has obtained a license from the Supplier or any computer program developed by the Supplier at the request of the Customer described in Appendix 2 - Software Perimeter of this Agreement.
- "License Agreement": The licensing agreement between the Customer and the Supplier regarding the Software.
- "Infrastructure": All software (operating system, database software, etc.) and computer hardware (server, switch, etc.) of the Customer on which the Software is installed.
- "Incident": Any problem occurring during the use of the Software that prevents the proper use of it.
- "Exploitation": Operational use of the Software as part of the Customer's business activity, including all related tasks that are the Customer's responsibility, such as, without limitation, securing access or backing up data.
- "Software Version": A stable state of the Software delivered by the Supplier
- "Initial Software Version" The Software Version at the time of signing this Agreement.
- "Corrective Software Version": The Software Version containing only corrections of existing functionality issues of the Software.
- "Major Software Version": A Software Version containing functionality extensions which may or may not be used by the Customer.
- "Specific Development": A development carried out specifically for the Customer which is unique and cannot be reused for the Supplier outside the context of the Customer.
- "Qualification": Using and testing a Software Version to validate the correct functioning of the Software and thus "qualify" it for Operation.
- "Teleassistance": Any technical means (such as Remote Desktop, VPN,) to access the Customer's Operating or Qualification environment to allow the reproduction and identification of problems underlying an Incident in case it cannot be reproduced on the Supplier's infrastructure.
- "Documentation": Any ancillary software support, edited by the Supplier, and including all software documentation, reference manual, other possible manuals (user manuals, training manuals) configuration book, charts and technical sheets.
- "Anomaly" or "Bug": Any reproducible malfunction by the Supplier or non-compliance of the Software functionalities with the specifications described in the Documentation, which prevents normal operation of all or part of the Software or that causes an incorrect result or improper processing while the latest version of the Software is used in accordance with the Documentation and / or the Supplier's instructions.
- "Confidential Information": (i) Any document or information disclosed in tangible form between the Parties and clearly identified as "Confidential" or "Exclusive"; (ii) any other document or information disclosed between the Parties verbally, visually or in a machine-operated format, an electronic or nontangible format and confirmed in writing as confidential or exclusive within ten (10) days of its disclosure; and (iii) any document or information that reasonably should be considered confidential.
- "Permanent breach of the SLA": non-compliance with the SLA by the Supplier for three (3) consecutive months or for six (6) months in a period of twelve (12) months.
- "Customer": the person or company that has signed the Software Maintenance Agreement.
- "Supplier": the company SEE Telecom

2 **OBJECT OF THE AGREEMENT**



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- 2.1 The purpose of this Agreement is to define the terms and content of software maintenance services delivered by the Supplier and is compulsory when purchasing a license from the Supplier on an existing or custom-developed software.
- 2.2 The Software perimeter covered by this Agreement is specified in more detail in Appendix 2 and mentions the modules related to the Software as well as the number of users allowed to use it.
- 2.3 Only maintenance services explicitly described in Article 3 of this Agreement are included in the Agreement. Any other service will be provided as part of a separate Agreement for services or, where applicable, as part of a separate support Agreement.
- 2.4 All these services are provided in return for payment of remuneration to the Supplier by the Customer described in Appendix 3.
- 2.5 The General Sales Conditions are applicable to this Agreement.

3 OBLIGATIONS OF THE SUPPLIER

The Supplier undertakes to provide an application maintenance service including "corrective" maintenance and "progressive" maintenance. The Supplier has a means obligation in the context of the performance of its services.

- 3.1 Preventive Maintenance
- 3.1.1 "Preventive" Maintenance covers the periodic control of the correct functioning of the Software on the Operating Environment
- 3.1.2 The supplier backs up the data structures on the day of said maintenance, makes the necessary adjustments, and tests all the functionalities according to the results expected in the Documentation.
- 3.1.3 Note that any lack of information preventing the Supplier's maintenance teams from performing services on the Customer's environment in application of article 4.5 of this Contract must be the subject of a request for clarification from the customer. During this return waiting period, the service will be suspended. In addition, the Supplier is automatically released from any commitment relating to performance in the event of non-compliance by the Customer with any of its obligations as stipulated in Article 4 of this Contract.
- 3.2 Corrective maintenance
- 3.2.1 "Corrective" Maintenance covers the management and resolution of any Incident resulting from erroneous behavior of the Software and caused by a Software Anomaly. By erroneous behavior it is understood that any documented functionality of the Software is either impossible to achieve or does not give the expected results according to the Documentation, despite a correct configuration and an adequate Infrastructure and in accordance with the Documentation and the instructions communicated by the Supplier.

3.2.2 Notification

- 3.2.2.1 As soon as an Incident occurs, the Customer will notify our support service immediately.
- 3.2.2.2 The Supplier undertakes to take into account any call or any e-mail sent to the Supplier's assistance support number or to the support address <u>maintenance@seetelecom.com</u>, to identify at its discretion the level of criticality of the call and to process it according to the level of criticality.
- 3.2.2.3 Telephone and remote support service are provided from 08:30 to 17:30, on working days in Belgium from Monday to Friday, except for legal holidays.
- 3.2.2.4 The Customer shall document and provide sufficient information to the support teams so that they are able to identify the part in the Software where the failure occurs as well as the scenario to reproduce it. In case of incomplete or insufficient information, the Supplier will inform the Customer.
- 3.2.3 Criticality level
- 3.2.3.1 For each reported incident and based on the information provided by the Customer, the problem will be classified as a level of criticality on the following scale:

- Critical: A "critical" incident prevents the use of the Software as a whole or blocks a significant number of features making it impossible for the Customer to work with the Software.
- High: A "high" priority incident prevents the use of a subset of the Software's vital features that severely disrupt the Customer's activity with the Software.
- Medium: An incident of "medium" priority blocks a subset of Software functionality that is either non-vital or only impacts a limited number of business entities allowing most Customer activities to continue normally.
- Low: A "low" priority incident does not block the use of the Software or is cosmetic.
- 3.2.4 Resolution & service level agreement
- 3.2.4.1 As soon as an Incident is notified, the Supplier will endeavor, based on the level of criticality and the information provided by the Customer, to identify the problem and resolve the Anomaly within a reasonable time.
- 3.2.4.2 In addition, the Supplier, depending on the Customer's Agreement level (see Appendix 4 of this Agreement) guarantees an intervention in compliance with the Service Level Agreement (SLA) described below which depends on the criticality of the problem. This SLA is only applicable in the context of Incidents occurring in the Operating environment.
- 3.2.4.3 Based on the criticality of the Incident and taking into account the definitions presented in this article, the Supplier undertakes to meet the deadlines described Appendix 4 of this Agreement, starting from the notification of the incident in accordance with Article 3.1.2 "Notification" of this Agreement:
 - **Reaction period**: Maximum period in which the Supplier takes charge of the problem and begins to analyze it to identify its origin and provide a solution.
 - Analysis period: Maximum period within which the Supplier undertakes to provide feedback to the Customer on the progress of its analysis (if the solution cannot already be provided). The objective of this feedback must allow the Customer and the Supplier to discuss alternative solutions (delivery of backup / old version, alternative business scenario, etc.) if the analysis carried out does not allow to give clear resolution deadlines or if this delay may cause an operational risk for the Customer.
 - **Resolution period**: Maximum period within which a solution to the problem will be delivered to the Customer. The resolution of the problem will be provided either through a new corrective Version, an "application patch" or by any other technical deliverable (eg: database correction scripts). In the context of "critical" incidents, the Supplier may deliver a temporary workaround in order to unblock the situation before delivery of the final solution. In this case, the temporary resolution decreases the criticality and therefore the SLA of the incident to "High". Nevertheless, due to the complex nature of IT problems and despite the Supplier's commitment to make all available means to resolve Incidents within the SLA, the resolution time can only be guaranteed, on average, for 80% of reported Incidents.
- 3.2.4.4 It should be noted that any lack of information preventing the Supplier's maintenance teams from reproducing the problem internally or in the Customer's environment under Article 4.5 of this Agreement will have to be a subject of a request for clarification to the Customer. During this waiting period, the SLA will be suspended. In addition, the Supplier is entitled to any undertaking relating to delays in the event of the Customer's non-compliance with one of its obligations as stipulated in Article 4 of this Agreement.
- 3.2.4.5 If an Incident cannot be resolved for major technical reasons, the Supplier will clearly notify the Customer as soon as possible. The Supplier will also communicate proposals for alternative solutions. This information will effectively close the Incident.
- 3.3 Evolutionary maintenance

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3.3.1 Evolutionary Maintenance covers the availability of future major Software Versions as soon as they become available.

- 3.3.2 The Supplier undertakes to communicate to the Customer the availability of a new Major Software Version and its new features (release note) and, at the Customer's request, to provide access to this new Major Software Version and its Documentation.
- 3.3.3 The Vendor guarantees that all features delivered in the original Software Version will also be present in Major Software Versions. However, some functional or technical developments may lead to changes in the structure of the data or the configuration of the Software. Without prejudice to Article 3.2.5 of this Agreement, the Supplier undertakes to provide the necessary tools or procedures for this migration.
- 3.3.4 In the event that Specific Developments are carried out for the Customer, the Supplier guarantees that all the functionalities of the Specific Developments will be present in the Software Versions, provided that maintenance on these developments has been activated and that the Customer is in order of payment.
- 3.3.5 In the event of delivery of a Major Software Version, the operation (setting-up, deployment, configuration, and testing) of this Major Software Version is not covered by this Agreement. At the Customer's request, the Supplier may make an offer to carry out the exploitation of a major Software Version.
- 3.4 Exclusions
- 3.4.1 Only the services defined in this article are covered by this Agreement. For the purpose of clarification, any intervention is not included, in particular:
 - Related to any malfunction caused by improper use, configuration or installation of the Software or by any modification of the application or its data not authorized by the Supplier;
 - Following a failure of the Customer's Infrastructure or data loss;
 - Aiming at training, assisting and/or advising the Customer in the use of the Software concerned;
 - Relating to the Qualification and / or implementation of Corrective and Major Software Versions on the Customer's infrastructure;
 - Caused by updating, adding or installing third-party hardware or software that is incompatible with the Software.

4 CUSTOMER OBLIGATIONS

- 4.1 The Customer undertakes to take charge, under his sole responsibility, all aspects related to the Operation of the Software. It covers, among other things:
 - ensuring that any software or hardware used in conjunction with the Software does not contain any defect or virus that could have damaging consequences on the Software
 - installing the Software on the planned operating system and in accordance with the Documentation, establishing sufficient operating controls and implementing appropriate operating methods;
 - establishing, if necessary, adequate troubleshooting plans, providing replacement procedures and, in general, taking all appropriate measures to guard against any harmful consequences due to the use of the Software; and
 - setting up procedures for backing up data from the Operating environment, checking the quality of its backups on a regular basis, and carrying out regular restoration tests, the Customer being solely responsible for backing up the owned information and data.
- 4.2 It is the Customer's responsibility to do all the scoring work, and to monitor the error lists to verify if the system is working properly or if it fails to detect Anomalies.



- 4.3 The Customer will designate a correspondent responsible for centralizing support calls and tracking problems. The Customer may designate two other people who can intervene in the event of the correspondent's unavailability. These contacts, having received adequate training, are responsible for analyzing any problems and presenting them to the Supplier. They are the only ones authorized to interact with the Supplier's support service. A list of these correspondents is provided by the Customer to the Supplier when purchasing the Software license.
- 4.4 The Customer will in no case modify the data or its structure linked to the Software outside of any procedure defined and validated by the Supplier's maintenance teams.
- 4.5 At the Supplier's request, the Customer must allow the Supplier to provide Remote Assistance. If the Customer does not allow the implementation of Remote Assistance, he undertakes to reimburse the Supplier for any additional costs incurred, in particular travel costs. Also, in this case, the SLA described above does not apply.
- 4.6 In order to be able to take delivery of new Software Versions (major or corrective) and in order to carry out Qualification tests before putting into Operation, the Customer must have at his disposal a Qualification environment separate from the Operation environment.
- 4.7 In the event of a clear abuse of the Supplier's maintenance services by the Customer (e.g., abusive and/or incomplete and/or malicious calls and/or notifications), the Supplier may terminate the Agreement in accordance with Articles 6.1 and 6.3 of this Agreement.

5 DURATION

- 5.1 The Agreement begins at the time of creation of the Software License
- 5.2 The Agreement is concluded for an initial fixed period of three (3) years, renewable by tacit agreement each time for a period of one (1) year. Each of the Parties, after the end of the initial period of three (3) years, has the option of terminating it by a recommended letter sent three (3) months before the expiry date.
- 5.3 The Supplier has the option to terminate the Agreement at the end of each contractual year by registered letter sent three (3) months before the end to the Customer.
- 5.4 In the event of the disappearance of the object of maintenance by the Customer for any reason whatsoever, such as its replacement by another software, it is the Customer's responsibility to terminate this Agreement in the forms and time limits prescribed in this present Agreement.
- 5.5 All obligations under this Agreement which, by their nature, continue after termination of the Agreement, will remain in effect after termination of the Agreement, including all monetary obligations of either Party to the other. under the terms of the Agreement.

6 TERMINATION

- 6.1 In the event of a serious breach of one of the obligations under this Agreement, the other Party may terminate this Contract or agreements annexed to the wrongs of the offending Party if the Party still fails to comply with its obligations one month after a specific notice has been issued on the matter, notified by registered letter, without prejudice to its right to pursue full compensation for its damage. As part of the Supplier's obligation to comply with the SLA, the Parties expressly agree that only the Permanent Breach of the SLA constitutes a serious breach.
- 6.2 The Customer accepts and acknowledges that in the event of termination of the License Agreement at the fault of the Customer, the Supplier may terminate this Agreement at the sole fault of the Customer for serious breach.
- 6.3 In the event of termination of this Agreement at the fault of the Customer, the maintenance fees until the end of the contractual period become immediately payable and the Customer expressly acknowledges and agrees to pay them within thirty (30) days of the termination of the Agreement.



6.4 The Supplier may terminate this Agreement and the ancillary agreements immediately, without compensation and without prior notice in the event that the Customer (i) becomes insolvent, is unable to meet its due obligations or file a claim for termination of payments, or (ii) could no longer ensure the normal continuation of its activities, without prejudice to the Supplier's right to continue the full repair of its damage.

7 FINANCIAL AND PAYMENT CONDITIONS

- 7.1 The annual maintenance fee is charged in advance and semi-annually, in Euros from the date of entry into force of the Agreement. The fee is payable, unless otherwise agreed, within thirty (30) days from the date of issue of the corresponding invoice. This amount is irreducible and fixed. The non-use of maintenance services, Major or Corrective Software Versions or the end of the use of the Software can in no case give rise to total or partial reimbursement of the fees paid or due.
- 7.2 The annual maintenance fee will be indexed on each anniversary date of the Agreement based on the consumer price index. The amount of this fee as well as its method of annual review appear Appendix 3 of this Agreement.
- 7.3 Any dispute by the Customer to all or part of the invoices issued by the Supplier must be reasoned in writing and addressed to the Supplier within 30 business days from the date of receipt of the Invoice.
- 7.4 The dispute of part of an invoice does not exempt the Customer from payment of the balance thereof. In the event of a partial dispute of an invoice, the Customer may ask the Supplier, within the aforementioned period of thirty (30) days, to send him a credit note and an invoice for the undisputed part before payment.
- 7.5 Without prejudice to the right to terminate the Agreement under Article 6 of this Agreement, any failure to pay invoices, even partial, or any other amount by the Customer, in the execution of this Agreement, within contractual deadlines, will, without the necessary prior notice, result late payment interest, as well as a lump sum payment up to a full payment, the terms of which are described in Appendix 1 Payments made by the Customer will be charged as follows: (i) first on the lump sum and other costs, then (ii) on interest, and finally (iii) on the royalty.
- 7.6 When the Customer does not comply with his contractual obligations, the Agreement has the right to suspend the performance of the Agreement on his own initiative, without prejudice to his right to recover all the fees due until the end of the Agreement.

8 **RESPONSIBILITY**

- 8.1 The Supplier can never be held responsible for damages deemed to be indirect, accidental, punitive, incidental or consequential such as, without this list being exhaustive, loss of data, corruption of data, loss of profits or income, loss of turnover, loss of machine time, financial or economic damage, increase in overheads, disruption of planning costs of business interruption, costs of withdrawal and / or reinstallation, restocking costs, damage to reputation or loss of customers, even if such damage was reasonably foreseeable.
- 8.2 Under no circumstances can the Supplier be held liable for any damage resulting from (i) a defect in the Customer's Infrastructure, (ii) any non-performance by the Customer of any of its obligations, (iii) any misuse of the Software by the Customer, (iv) any intervention on the Infrastructure that the Supplier would have to carry out following the Customer's request, or (v) any operations and / or changes on the Infrastructure used to operate the Software that have not been previously communicated to the Supplier and accepted by the Supplier. In addition, the Customer is solely responsible for preserving the integrity of his data.
- 8.3 In any event, the limitation period for the Customer's contractual liability action is 3 (three) months from the occurrence of the damage.
- 8.4 In any case, if the Supplier's responsibility was incurred by the Customer under this Agreement for any reason whatsoever, the Customer's right to repair is limited, all causes combined, and for the duration of the Agreement to the annual maintenance fee excluding taxes paid by the Customer to the Supplier for the year during which the Supplier's responsibility is incurred.





- 8.5 The exclusions and limitations of the Supplier's liability provided for in the preceding paragraphs also apply to the liability of its staff, collaborators, employees, consultants, representatives, substitutes, suppliers and of its delivery people.
- 8.6 The liability limitations agreed above do not apply (i) in cases of personal injury or death resulting from negligence or fault on the part of the Supplier or its agents, (ii) in cases of fraud, or (iii) where they are contrary to mandatory legal or public policy provisions.
- 8.7 The Customer undertakes to cover, defend and release the Supplier from all liability in the event of claims, demands, causes of action, legal actions, losses, liabilities, lawsuits, judgments, damages and expenses, including, but not limited to, legal fees and fees within a reasonable limit, arising from or in connection with (i) the infringement of a third party's intellectual property rights as a result of the modification of software by parties other than the Supplier or manufacturer, or the use of the Software in combination with other software or materials, (ii) the Customer's non-compliance with this Agreement.

9 <u>CONFIDENTIALITY</u>

- 9.1 Each Party which receives Confidential Information undertakes to:
 - use it only for the proper performance of the Agreement;
 - not communicate it to third parties without the prior written consent of the other Party;
 - authorize access to this Confidential Information only to members of staff who must absolutely read it;
 - impose this confidentiality obligation on all persons having access to Confidential Information;
 - copy Confidential Information only in cases of absolute necessity and for the proper performance of the Agreement;
 - immediately inform the other Party in the event of a finding or presumption of disclosure of Confidential Information to unauthorized persons.
 - to immediately return to the other Party, at the latter's request, all Confidential Information, including the copies that have been made.
- 9.2 This confidentiality obligation does not apply if the Party which received the Confidential Information can provide proof that the Confidential Information:
 - were already known before their communication by the other Party or were developed independently by it;
 - have been obtained legitimately from a third party not bound by an obligation of confidentiality;
 - entered the public domain without violating this obligation.
- 9.3 The clauses of this article will continue to bind the Parties, for a period of three (3) years from the expiration or termination of this Agreement, whatever the cause.
- 9.4 If a Party is required by law or judgment to disclose Confidential Information, the receiving Party shall promptly inform the disclosing Party in a written form of this disclosure obligation to enable it to seek an order prohibiting or limiting said disclosure.
- 9.5 At the end of the Agreement, each Party will deliver all Confidential Information to the other Party or ensure its destruction, which must be notified in writing.

10 LITIGATION

- 10.1 Any dispute arising from this Agreement or in connection with this Agreement must be communicated and clarified to the other Party as soon as possible by recommended letter. Representatives of each of the Parties will meet as soon as possible to engage in a discussion on the issue in order to negotiate and with a real effort to resolve the dispute, without any formality being required.
- 10.2 In the absence of agreement within 15 days following the first meeting held between the Representatives, each of the Parties has the right to bring the dispute to the relevant court.

- 10.3 The Parties expressly agree that any dispute arising from the interpretation, execution or termination of this Agreement will be submitted to the Nivelles Courts, notwithstanding a warranty claim or multiple defendants.
- 10.4 This Agreement is subject to the Belgian law.

11 FINAL PROVISIONS

- 11.1 For marketing purposes only and unless the Customer expressly disagrees in writing, the Supplier reserves the right to name the Customer, along with its logo and a brief description of the services provided by the Supplier, in a list of its customer references. If the Supplier wishes to present in more detail the projects carried out jointly with the Customer or maintenance services provided by the Supplier to the Customer, the Supplier will seek permission from the Customer. In the event of a disagreement notified in writing by the Customer, the Supplier has the ninety (90) days from receipt to remove any mention of the Customer from the list of its customer references.
- 11.2 The Parties cannot be breached of their contractual obligations if these breaches are due to the occurrence of a case of force majeure. Force majeure means any event beyond the control of the Party or one of its suppliers, unforeseeable and unstoppable, of any nature whatsoever, natural disasters, bad weather, sabotage, embargoes, strikes, interruptions or delays in transport or means of communication or supply of raw materials, energy or components, tooling accidents which have the effect of rendering this Agreement temporarily or definitively unenforceable. It is specified that the list of cases of force majeure is not exhaustive. The Party invoking force majeure is required to report it without delay by a recommended letter to the other Party, indicating the reasons and circumstances which prevent the proper performance of the Agreement.
- 11.3 This Agreement constitutes the complete contract between the Parties on the subject matter and can only be amended on the written consent of both Parties. The Agreement expresses all the obligations of the Parties. No document external to it, except for appendices, may be included in it. If a part or more parts of this Agreement are declared invalid, illegal or null and void, invalidity, illegality or nullity will not affect the remaining parts of this Agreement and they will retain their full force and effect as if that party or those parties declared unlawful, invalid or void were not included. In this case, the Parties will endeavor to replace this canceled provision with a valid provision corresponding to the spirit and purpose of the Agreement. The fact that the Supplier does not avail itself of the application of any of the clauses in this Agreement does not mean that the Supplier waives it.
- 11.4 As long as this Agreement binds the Parties, and within twelve months of the end of it, the Parties agree not to engage, to have engaged, to charge a third party to engage or to have engaged, without mutual written agreement, any member of the staff of the other Party and to entrust him directly or indirectly with remunerated missions. In the event of a breach of the provisions of this section, the offending Party will be liable to the other, as soon as the offense committed, a sum of which is described in Appendix 1
- 11.5 This Agreement is not transferable without the written consent of the Supplier. This Agreement may under no circumstances be the subject of a total or partial transfer for payment or free of charge by the Customer, except application of the legal provisions relating to the reorganization or judicial liquidation of companies. This stipulation is an essential condition of the Agreement. The Supplier reserves the right to transfer the benefit of the Agreement to any natural or legal person who would take over all the obligations in question to the Customer. In addition, the Customer authorizes the Supplier to outsource all or part of the services entrusted to it by this Agreement.
- 11.6 Any communication between the Parties will be validly sent to the address of the head office of each company. Any modification of these addresses must, to be valid, be communicated without delay to the other Party. In the event of a letter notification, it will be recommended to be carried out and will take place on the date of the mailing, with the stamp of the post valid in this regard.



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APPENDIX 1 - GENERAL CONDITIONS OF SALE AND PROVISION OF SERVICE

The General Conditions of Sale and Provision of Service are available at:

https://www.seetelecom.com/conditions-of-sales



APPENDIX 2 - SOFTWARE PERIMETER

The covered modules are listed in the order(s) and / or the invoice.



APPENDIX 3 - PRICES & INDEXATION

The Maintenance service referred to in this Agreement is provided by the Supplier for an annual fee the amount of which is set at 18% on:

- Purchase price of the Software license and •
- All custom software development costs except for project management, training and implementation • costs.

The amounts of the royalties are subject to an annual indexation applicable on January 1 of each year according to the following formula:

 $P_1 = P_0 x (S_1 / S_0)$

 P_0 = reference price is the price invoiced on the delivery date

 P_1 = the revised price

S₀ = Reference wages for AGORIA¹ sectors - National average - Wage cost per hour (for companies with more than 10 workers) - Index of January of the delivery period.

S1 = Reference wages of AGORIA sectors - National average - Wage cost per hour (for companies with more than 10 workers) - Index of January of the revision period

¹ Agoria is a Belgian sectoral employer's organization. https://www.agoria.be/



APPENDIX 4 - SLA

The Supplier's obligations in the context of the Corrective Maintenance described in Article 3 of the Agreement are listed in the order(s) and / or the invoice.

