

General Terms and Conditions

IT Consulting & Audit

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1. Object

The present General Terms and Conditions are concluded between Orange Belgium and any legal entity or natural person signing a Contract as a client, as named at the head of the Contract (hereafter referred to as the “Client”). These General Terms and Conditions define and apply to the performance of services ordered by the Client from Orange Belgium such as specified in the Contract or in the Statement of Work concluded between the Parties (hereafter referred to as the “Works”).

2. Contractual documents

The whole constituted by the following documents, listed in decreasing hierarchical order, shall be designated as the “Agreement”:

- the Contract
- the Service Description and/or the Statement of Work
- the present General Terms and Conditions

In case of contradiction between the stipulations of these documents, the stipulations of the higher-ranked document shall prevail.

The Contract is completed and signed by the Client to order the Works and includes all of the useful information making it possible for Orange Belgium to evaluate the order and, as applicable, to accept it. The Contract or the Statement of Work includes the prices of the Works.

If Orange Belgium does not respond within eight (8) working days following receipt of the signed Contract, the latter shall be regarded as having been accepted.

The Client acknowledges and declares that, by signing the Contract, it accepts all of the terms of the present General Terms and Conditions.

The Client may not under any circumstances invoke any stipulation of its own general and/or special terms and conditions.

Should the Client entrust to Orange Belgium new Works by issuing new Contracts, the Parties agree that the present General Terms and Conditions shall be accepted by them a single and unique time on the occasion of the first Work attributed to Orange Belgium. They shall prevail and govern all of their contractual relationships throughout the period of said relationships, without it being necessary to submit them once again for their respective approvals, something that the Client acknowledges and accepts.

3. Definitions

The terms below will have the following meanings:

“**Affiliate**” designates any entity controlling, controlled by or under common control with one of the Parties; the term “control” designates (a) the holding, directly or indirectly, of at least 50% of the voting rights in the entity in question; or (b) the direct or indirect holding of the power to direct or to have directed the management and the policies of a Party, through the holding of shares, by way of contract or in some other manner.

“**Anomaly**”: designates any reproducible defect (bug) or any non-compliant result of the delivered Works identified relative to the specifications validated by the Parties

“**Client**”: natural person, legal entity or de facto association with which Orange Belgium concluded the contract for the Works.

“**Confidential Information**”: any and all visual, verbal, written and/or electronic information and data that a Party discloses to the other Party or to the Party’s board and/or employees either directly or indirectly, including, but not limited to, information with regard to business operations, Works, manufacturing methods, financial information, prices, market information, customers and/or suppliers and/or competitively sensitive information.

“**Contract**” (also named ‘Service Order Form’ or ‘SOF’) is the document completed and signed by the Client to order the Works and contains at a minimum the identification data of the Client and mentions the Works chosen and their duration. It contains all of the information useful for enabling Orange Belgium to evaluate the order and, as applicable, to accept it.

“**Deliverable**”: designates any element (documentary deliverable, report, study, analysis, manual, , interface, graphic and/or sound element, etc.), in whatever form (paper or electronic) elaborated by Orange Belgium for the Client related to the Works under the Agreement.

“**Intellectual Property Rights**” or “**IPR**” means patent, copyright and related rights, inventions, works of authorship, registered trademarks, trade secret, trade names and domain names, registered models and designs and database rights, including all applications and rights that apply for and be granted, renewals and extensions of, and rights to claim priority from, such rights.

“**Orange Belgium**”: Orange Belgium SA, whose registered office is established at Avenue du Bourget 3, 1140 Brussels, with the CBE number 0456.810.810.

“**Owner**” designates any natural person or legal entity that (a) holds individually or jointly, directly or indirectly, at least 50% of the voting rights in a Party or (b) holds individually or jointly, directly or indirectly, the power to direct or to have directed the management and the policies of a Party, through the holding of shares, by way of contract or in some other manner.

“**Service Description**”: means the description of Works to be provided under the Agreement.

“Statement of Work” means a statement of work for the provision of customized projects of Works between Orange Belgium and the Client.

“Works” are the services delivered to the Client under the Agreement and which are described in the Service Description and/or the Statement of Work

4. Entry into effect of the Agreement and term

4.1. The Agreement enters into effect upon the signing by the Client of its first Contract bearing on the Works and shall remain in effect for the entire period of performance of the Works, indicated in the Agreement, unless terminated in accordance with article 13.

4.2. Orange Belgium can ask the Client to submit the following documents before entering into the Agreement:

- identity card
- a copy of the articles of association published in the Belgian Official Journal as well as any changes made to them
- evidence of power of attorney or representation for a legal person or de facto association

4.3. Orange Belgium reserves the right not to enter into an Agreement in the following cases:

- technical reasons that do not permit or do not reasonably permit it to deliver the Works
- the Client has not fulfilled his obligations under another contract relating to the Works
- the technical or other information that the Client provides to Orange Belgium for delivering the Works is incomplete or incorrectly entered
- the Client's creditworthiness is questionable

4.4. Orange Belgium retains the right to demand, at the time of entering into the Agreement as well as during its course, that the Client provides reasonable security – in the form of a guarantee or bank bond. Upon the Client's failure to pay the guarantee or provide the bank bond within the requested period, Orange Belgium can refuse to enter into the Agreement or may terminate it with immediate effect without the Client having a right to any compensation.

5. Obligations of Orange Belgium

Orange Belgium executes the Works ordered by the Client in accordance with the applicable professional standards, the rules and customs of the profession and the regulations in effect in Belgium.

Orange Belgium is bound by a general best-efforts obligation in the execution of the Works, with the exception of service level agreements that would be stipulated expressly in writing in the Agreement and for which an obligation of result (service level) would be expressly provided for and accepted by Orange Belgium.

Orange Belgium assigns qualified and competent personnel to perform the Works.

Orange Belgium fulfils its advisory and information duty by furnishing all of the information and advice necessary in order to enable the Client to conclude the Agreement with full knowledge of the facts, within the limit of the scope of the Works and the environment of the Client. This obligation fits within the framework of the specific and documented needs that the Client communicated to Orange Belgium for establishing the Agreement. Moreover, Orange Belgium undertakes to inform the Client by all means of any incident of which Orange Belgium should gain knowledge and that might affect in whole or part the execution of the Works.

6. Obligations of the Client

The Client acknowledges that the proper performance of the Works also depends on the proper execution of its own obligations and requires an active and permanent collaboration on its part.

On this account, the Client undertakes to submit to Orange Belgium without delay the elements necessary to permit the proper implementation of the Works, such as a working environment and adapted equipment and all material resources agreed by the Parties, as well as to set up adequate backup and security procedures for all of the elements that it makes available to Orange Belgium.

The Client assures the availability, the competence and the stability of its team and its users concerned throughout the period of the Works. In particular, the Client shall designate a manager invested with decision-making power and possessing all of the technical competencies making it possible to take all decisions relating to the solutions proposed by Orange Belgium. The Client must notably validate the proposals or studies conducted by Orange Belgium and accept the Works or Deliverables, within the deadlines set in the Agreement or requested by Orange Belgium.

Furthermore, the Client undertakes to transmit to Orange Belgium all of the documents and information necessary for the execution of the Works, including the standards that are in effect or customary in its sector of activity, and it guarantees that these documents and information are exact, precise and unequivocal. The duty to clearly express its needs and constraints to be able to precisely establish the scope of the Works, constitutes an essential and decisive obligation resting upon the Client.

Consequently, if losses, damage or deficiencies in the Works furnished by Orange Belgium should result from a failure on the part of the Client under one of its above-mentioned obligations, Orange Belgium may not be held liable.

7. Modalities of execution of the Works

7.1. Performance deadlines

Any undertaking concerning a service level related to the Works must always be explicitly described in writing and confirmed by Orange Belgium.

In the event of delays due to an act of the Client or the non-observance of his obligations, or due to an act of a third party (service provider, third party editor, facilities manager, suppliers, etc.), the schedule/contractual deadlines of the Works shall be postponed accordingly and the Client shall assume the additional costs resulting therefrom.

7.2. Support

The support intended to handle the follow-up of the Works and of the Agreement shall be described in the Service Description and/or Statement of Work.

7.3. Modification of the Works

The scope, the nature of the Works and the extent of the undertakings of Orange Belgium, notably in terms of deadlines and performance, are precisely defined in the Service Description or the Statement of Work.

If, during the course of execution of the Agreement, the Client requires a supplement or a modification of the Works, it will have to transmit its request to Orange Belgium in a document expressing its needs. On the basis of this document and at the applicable rate in effect, Orange Belgium shall conduct an analysis of the Client's request in order to measure the impact - in terms of deadline, technical consequences and price - of meeting this new need, compared to the initial project described in the Agreement.

In light of the results of this study, the Client may decide whether or not to pursue its request for modifications. If the Client maintains its request for modification, Orange Belgium will establish a modification proposal.

Any supplementary Work, which results from a poor definition by the Client of the nature or the scope of the Works that it is asking Orange Belgium to perform, shall give rise to the establishment of a modification proposal.

The modification of the Works shall begin only after the Client has given its written approval of this proposal. When needed, an amendment will be signed by the Parties, prior to the execution of the Works.

If the request for modifications is not pursued and dealing with it causes a delay in the project, the Parties will strive to take the measures of organisation and reassignment of tasks making it possible to reduce or absorb this delay. If the latter cannot be wholly reabsorbed, Orange Belgium may not be held responsible for this, and the Parties shall decide jointly about the new contractual schedule of the project.

The impact study and the modification proposal of Orange Belgium will be invoiced at the rates in effect on the day they are implemented. However, the time spent in meetings devoted to preliminary studies and analyses of the modification requests intervening within the normal framework of the project shall not give rise to additional invoicing, unless, considering the time spent and/or the complexity of the points analysed, the Parties agree in advance, in good faith, on an invoicing of the time spent by Orange Belgium.

8. Acceptance

Upon completion of the provision of an ordered Work, Orange Belgium will issue a service acceptance request of the Works and/or Deliverables that it will send to the Client. The Client will have a period of five (5) days, counting from the date of issue of this request, to:

- pronounce the acceptance without reservation of the Works/Deliverables or
 - pronounce the acceptance with reservation(s) of the Works/Deliverables, specifying the nature of and reason for the reservation(s).
- Orange Belgium will make every effort to agree a solution with the Client as soon as possible

In the absence of manifestation of the Client within the above-mentioned period of five (5) days, Orange Belgium shall consider the Works/Deliverables to have been accepted without reservation.

It is expressly agreed that use for operational purposes (the go live of a Deliverable) is equivalent to a definitive Acceptance of this Deliverable and takes place under the sole responsibility of the Client.

9. Financial conditions

9.1. Price

The Client undertakes to remunerate the Works in accordance with the prices, the financial provisions and the payment schedule stipulated in the Agreement. Each price is indicated excluding taxes and separate from travel, food and accommodation expenses, which shall be borne by the Client and will be invoiced to the Client.

9.2. Invoicing and payment

The Client undertakes to pay for the Works and/or Deliverables in accordance with the payment schedule defined in the Contract.

With the exception of the invoicing of an agreed advance, the invoicing of the Works and/or Deliverables shall be done as of the Acceptance of the Works and/or Deliverables in conformity with article 8.

The Client undertakes to honour every invoice by bank transfer, within a maximum period of 30 days counting from the invoice date.

Any complaint of the Client concerning an invoice must be notified in writing within a maximum period of 30 days counting from the invoice date and mention the item as well as the disputed amount. Once this deadline has passed, the invoice is deemed to have been accepted. The obligation to pay the disputed sum is then suspended and the undisputed sum must be paid within the normal period. If Orange Belgium rejects the complaint, the disputed amount becomes payable immediately. If, after examination by Orange Belgium, the objections prove to be unfounded, Orange Belgium has the right to invoice any expenses incurred.

In the event of non-payment by the Client on the date of exigibility of the invoices, the sums remaining due shall be increased - automatically, ipso jure and without advance notice - by late-payment interest equal to the legal interest rate, as well as, if Orange Belgium is obliged to outsource the collection of debts to a third party, by an indemnity in the amount of 15%, with a minimum of €62.

In this case, Orange Belgium can also decide to suspend or cancel the Agreement/supply of the Works and/or Deliverables, without advance notice or indemnity, and without prejudice to Orange Belgium's right to demand full payment of all of the amounts due.

In the event of non-payment upon expiry of the payment period, Orange Belgium will send out a reminder. In this case, reminder costs can be invoiced (rates on orange.be).

If it did not receive the invoice, the Client must pay the amount of the invoice communicated later by Orange Belgium. A duplicate will be transmitted at the Client's request. Costs are invoiced as of the provision of a second duplicate. An overview of the additional costs that Orange Belgium can charge is available on the website of Orange Belgium SA (www.orange.be).

10. Warranty

In so far as it is explicitly indicated in the Agreement, a warranty period not capable of exceeding 3 months may be provided for. This warranty begins on the date of the definitive Acceptance of the Works in conformity with article 8. The Client shall provide timely written notice to Orange Belgium of any Anomaly, in order that Orange Belgium may take remediation measures.

Orange Belgium shall be released from any obligation under these warranties in case of functional Anomaly caused by:

- a handling error on the part of the Client
- failure to respect the provisions of the Agreement or of the related documentation provided within the framework of the Agreement
- modification of the Works or Deliverables by the Client
- changes in the Client's IT environment (including but not limited to set-up or configuration changes) that might have an impact on the Works or Deliverables
- the use of hardware or software that is incompatible with the Works and/or the Deliverables
- a situation where Orange Belgium is not (solely) liable for such Anomaly

Any intervention by Orange Belgium due to functional Anomalies that are excluded from the warranty shall be invoiced at the rate in effect.

11. Intellectual property

Each Party declares that it is the holder of all of the IPR attached to the elements that it communicates to the other Party and which are necessary for the execution of the Works. Unless otherwise specifically set out to the contrary, nothing in the Agreement shall be construed to grant a Party any right, by license or otherwise, to the IPR of the other Party.

All the IPR resulting from or otherwise deriving (directly or indirectly) from Orange Belgium's provision of the Works under the Agreement shall exclusively vest in and remain the property of Orange Belgium. Orange Belgium grants Client, who accepts, a non-exclusive, personal, non-transferable and non-sub licensable right to use the relevant Orange Belgium IPR for the sole purpose of using the Works for the purposes outlined in the Agreement and solely during the term of the Agreement. In the event it has been agreed in the Agreement that Orange Belgium shall deliver certain Deliverables as part of the Works, the Parties agree that all title, right and interest in such Deliverables shall to the maximum extent permitted by law be transferred and assigned to the Client, unless otherwise explicitly agreed between the Parties, subject to full payment of the price for the Works and Deliverables.

Such transfer of rights shall however not prevent Orange Belgium to deliver similar or identical deliverables to other parties without any restriction, subject to compliance with its confidentiality obligations under the Agreement.

If the Client notifies Orange Belgium in writing and without delay of the existence of a complaint by a third party based on the fact that the Deliverables created under the present Agreement by Orange Belgium alone (without participation of the Client) supposedly violate copyrights on Belgian territory, Orange Belgium undertakes to assure at its own expense the defence against any action of this type and to pay the damages that might, in the case of a definitive court decision, be ultimately imposed on the Client.

However, Orange Belgium shall not indemnify the Client in any manner if the complaints formulated by third parties are caused by any act on the part of the Client, such as a modification or adaptation of the Deliverables or their use in combination with products, hardware, software that were not developed by Orange Belgium, or their provision to a third party.

In order to be able to benefit from this warranty, the Client must grant to Orange Belgium its collaboration, at the Client's expense, as well as all necessary authorisations to assure the defence of the file, reach a settlement or continue.

As far as it is concerned, the Client guarantees that every product (software/hardware/software package/equipment/platforms) that it makes available to Orange Belgium shall not violate the rights of third parties. In the event of complaint by a third party affecting the works, the Client shall indemnify Orange Belgium in the same conditions as those provided for in the present agreement.

The warranties given within the framework of the present article are exclusive of any other recourse and warranty.

12. Confidentiality and protection of personal data

Each Party undertakes to respect and assure the confidentiality of all Confidential Information of any kind, identified as being confidential, or reasonably to be considered as confidential, of which it may gain knowledge within the framework of the Agreement and not to use it except for the needs of the Works, including during a period of three years after the end of the Works.

Each Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information or make it available to third parties (including competitors) without the other Party's prior written permission, either directly or indirectly, either in full or in part, and either verbally or in writing.

Each Party will only make the Confidential Information available to its employees and any third parties engaged if this is necessary for the performance of the Works. Each Party shall also impose the obligations mentioned in this Clause on the persons it involves in the performance of its obligations, including the employees.

Each Party also undertakes not to use the Confidential Information such that the interests of the other Party are or may be harmed.

Exceptionally, any information that is already in the public domain or known to the other Party without violation of a confidentiality obligation shall not be regarded as confidential.

Finally, if the Client entrusts to Orange Belgium operations of personal data processing within the meaning of the laws applicable to the protection of personal data, the Parties undertake to respect the latter and in particular the GDPR, in accordance with the provisions which will be agreed in an annex to the Agreement, as applicable.

Orange Belgium shall ensure that its employees, its Affiliates, its subcontractors and each of their employees, as well as independent service providers furnishing services under the Agreement, have a basic knowledge of principles relating to the confidentiality and protection of personal data.

The Client shall provide to the persons made available by Orange Belgium the instructions and policies relating to the confidentiality and protection of personal data applicable at the Clients.

13. Suspension and termination

13.1 By Orange Belgium

13.1.1. Orange Belgium is entitled to suspend performance of the Agreement entirely or partly, if appropriate without warning, if:

- a) The Client fails in any way to fulfil its obligations under the Agreement within 5 working days after receiving notice of default
- b) Orange Belgium has indications that the Works are being misused, whether or not by the Client

The suspension ends when the Client fulfils all its obligations. Throughout the duration of the suspension, payment of the charges is due.

13.1.2. Orange Belgium is entitled to dissolve the Agreement wholly or partly by operation of law with immediate effect and without prior action through the courts if:

- a) The Client fails to fulfil its obligations under the Agreement within thirty (30) days following notice of default;
- b) The Client is declared bankrupt or allowed to suspend payments.

The dissolution of the Agreement will be notified to the Customer in writing, citing the reasons for the dissolution;

- c) If as a consequence of operating requirements, Works must be withdrawn permanently. Orange Belgium shall inform the Clients concerned as soon as possible by all appropriate means. The Agreement for the Works shall end by operation of law from the date of withdrawal of the Works, without one of the parties being liable to pay compensation.

13.1.3. If Orange Belgium terminates the Agreement for the reasons mentioned under 13.1.2 a) or b) Orange Belgium is entitled to demand compensation from the Client equal to all the remaining amounts due under the Agreement.

13.2 By the Client

13.2.1. The Client may terminate the Agreement for any reason whatever before the expiry of the initial term of the Agreement provided that it gives written notice and on payment of compensation for termination amounting to all the remaining amounts due under the Agreement.

13.3.2. The Client also has the right to dissolve the Agreement by operation of law with immediate effect and without prior action through the courts if:

- a) Orange Belgium fails to fulfil its obligations under the Agreement within thirty (30) days following notice of default
- b) Orange Belgium is declared bankrupt or has suspended payments

The dissolution of the Agreement will be notified to Orange Belgium in writing, citing the reasons for the dissolution.

13.3. The termination of a Contract leads by operation of law to the ending of the Works contained therein. The termination, for whatever reason, is without prejudice to the Client's obligation to pay all remaining amounts due under the Agreement.

13.4. The termination of the Agreement does not imply the termination of other Agreements for different services with Orange Belgium.

14. Liability

Each Party shall be liable for the damage that is directly imputable to it and caused to the other Party and/or to third parties, to the exclusion of any indirect damage. The Parties thus expressly agree that the following may not give rise to indemnification, whether or not it was reasonably foreseeable: any lost earnings, loss of turnover, loss of clientele, reputational damage.

With regard to losses of data, it is specified that the costs of reconstruction of the data only may give rise to indemnification if the management and/or the preservation of said data form part of the Works provided by Orange Belgium under the Agreement. By "costs of reconstruction" must be understood the sole costs of reinjection in the software and/or databases of the Client of the data appearing in the last backup created by the Client in accordance with the Agreement or by default by Orange Belgium if it had the obligation to create such a backup (to the exclusion of the costs for re-collecting data that was definitively lost, destroyed, corrupted or altered by reason of the time-lag between the date of the last backup and that of the damage).

In case the liability of Orange Belgium should be engaged under the Agreement, on any basis whatsoever, the cumulated indemnification that might be claimed from Orange Belgium shall be limited to the total amount excluding taxes of the Works invoiced to the Client under the Contract concerned for the last 12 months preceding the date of occurrence of the event generating the liability. However, this indemnification limit does not apply to physical injuries or death, nor in the event of gross negligence and/or fraudulent and/or intentional fault on the part of Orange Belgium.

15. Insurance

Beyond the above-mentioned amounts, the Client waives, and shall make its insurers waive, any recourse against Orange Belgium and its insurers.

Each Party declares that it is insured, notably for professional civil liability with a well-known company and that it keeps all of the insurance policies up to date, so as to cover damage capable of being caused to the other Party or to any third party during the execution of the Agreement, and undertakes that it will furnish proof of this at first demand.

16. Non-solicitation of personnel

During the term of the Agreement and the year following its expiration, for whatever reason, each party undertakes not to make, directly or indirectly, any job offer to the employees of the other Party involved in the execution of the Agreement, even if the initial solicitation was formulated by the employee himself, unless with the written approval of the other party. Any failure to respect this clause by one of the Parties shall oblige it to compensate the other Party - ipso jure and without intervention of the courts - with an indemnity equal to twelve (12) months of gross remuneration of the employee(s) concerned.

17. General provisions

17.1. Personnel

The Client communicates and explains in advance to Orange Belgium its hygiene and safety rules applicable for the performance of the Works by the personnel of Orange Belgium. The Parties undertake to respect the provisions relating to the prevention of professional risks, to the definition of a prevention plan, to the general coordination of the prevention measures.

The personnel of Orange Belgium remain in all circumstances under the responsibility, subordination, hierarchical authority and control of Orange Belgium. Each Party is free to replace a resource, subject to not disrupting the proper implementation of the Works.

The Parties guarantee that their employees are regularly employed and remunerated under their respective and exclusive responsibility with regard to the tax and social security obligations. The Parties undertake not to hire, furnish or authorise the hiring of persons not having reached the legal working age, or not being legally authorised to work or not duly declared to the competent authorities of the country where the work is performed.

17.2. Exclusion of warranty

To the full extent that the applicable laws authorise it to do so, Orange Belgium excludes all implied warranties and conditions, such as implied warranties of merchantability and fitness for a particular purpose. Orange Belgium does not grant any warranties nor formulate any conditions relating to elements distributed under the name, the brand or trade name of a third party, or objects of a copyright held by a third party, which might be offered with the Works or integrated into them. To the full extent that the applicable law authorises it, Orange Belgium shall not incur liability relating to the elements of third parties (liability that would e.g. be linked to the supply or to the lack of supply of these elements).

17.3. Force majeure

A Party cannot be liable vis-à-vis the other in case of partial or total non-fulfilment of its obligations or of any delay, under the Agreement, resulting from an event of force majeure. The following are expressly regarded by the Parties as cases of force majeure (non-exhaustive list): storms, lightning, strikes, floods, earthquakes, epidemics, attacks, explosions, wars, military operations or civil unrest, blockages of the means of transport or provisioning, power supply outages, IT viruses, any legislative or regulatory restriction on the provision of works and any decision of a public authority impeding the provision of Works, in particular those relating to trade imposed by a national or international body or authority, as well as all modifications of these.

The case of force majeure suspends the obligations of the Party concerned during the time that the force majeure persists. Nevertheless, the Parties shall strive to minimise the consequences as much as possible. The Parties will then no longer be obliged to respect their obligations, with the notable exception of those resulting from the articles "Intellectual Property" and "Confidentiality", without any indemnity or penalty being due, for whatever reason, from one party or the other.

17.4. Assignment

Each Party shall refrain from assigning or transferring, in whatever manner, all or part of its rights and/or obligations deriving from the Agreement, without the other Party's advance written express agreement.

Notwithstanding the foregoing, Orange Belgium may transfer all or part of its rights and obligations deriving from the Agreement to any entity of the group to which it belongs, without the Client's approval being necessary.

If Orange Belgium subcontracts a part of the Works, Orange Belgium shall remain liable vis-à-vis the Client for the execution of the subcontracted works.

17.5. Economic sanctions

The Parties, the Agreement and the works covered by the Agreement must imperatively be in conformity with the restrictions, prohibitions or licences and authorisations on trade and finance imposed by the statutes and regulations of the USA, the European Union and its Member States and/or other countries concerned (hereafter referred to as the "Trade Control Rules").

Each Party declares and guarantees, that neither itself nor any of its Associated Persons were or are subject to international trade sanctions or embargoes or included on a list kept in order to assure respect of international trade sanctions or subject to a suspension, revocation or refusal of its capacities or privileges relating to importation or exportation. By "Associated Person" is understood any natural person or legal entity as well as any association, government, state, authority, foundation or trust, which is (a) an Affiliate of a Party, (b) an Owner of a Party, (c) a director or manager of a Party, (d) a subcontractor of a Party engaged in the execution of the Agreement or (e) any other representative of a Party.

In the event that one of the Parties should cease, at any moment during the term of the Agreement, to comply with the above declarations and warranties, it shall immediately notify the other Party of this fact. In such a case, or if that was necessary in order to be in compliance with the Trade Control Rules, the latter party shall be authorised to suspend or terminate ipso jure all or part of its obligations, or the Works or to cancel the Agreement itself.

17.6. Commercial references

Unless opposition is notified to Orange Belgium, the Client authorises Orange Belgium to make mention of its commercial name, its logos and distinctive signs, its brand and other commercial designations of the Client by way of reference within the framework of its communication media.

17.7. Waiver

The fact that one Party tolerates a situation or does not invoke - or is late in invoking - a failure of the other Party to fulfil any of its obligations under the Agreement may not be interpreted as a waiver of the right to exercise its rights in question or the obligation in question.

Similarly, any tolerance or waiver by one Party, in application of all or part of the undertakings provided for in the Agreement, whatever may have been the frequency and duration, may not entail modification of the Agreement, nor give rise to any right whatsoever.

17.8. Titles

In the event of difficulty of interpretation of any of the titles or inter-titles placed at the head of a stipulation of the present agreement with any of these stipulations themselves, the titles shall be deemed not to exist.

17.9. Partial invalidity

The invalidity or inapplicability of any of the stipulations of the Agreement, declared by any applicable statute or regulation or decision of a competent court, shall not entail the invalidity of the remaining stipulations, which shall preserve their full force and scope.

17.10 Survival of certain provisions

Any obligation that, either expressly or by its very nature, must remain in effect after an end has been put to the Agreement (for whatever reason), continues to produce its effects according to its own terms.

17.11 Agreement on evidence

The Parties agree to regard messages received by fax or by e-mail and, more generally, the electronic documents exchanged with one another and the signatures on those documents, as having the same probative force as that of the original writings and the original signature.

The data on the electronic communications in question are preserved by Orange Belgium, for a period that will be no longer than necessary.

18. Applicable law and court

18.1 Any dispute relating to the existence, interpretation or execution of the Agreement that cannot form the object of an amicable settlement between the Client and Orange Belgium shall fall under the exclusive jurisdiction of the courts of Brussels.

18.2 The provisions of the Agreement are governed by Belgian law.