

Procurios Agreement

When you (the Customer) places an order with Procurios an agreement is concluded. This document describes the products and/or services we (Procurios) deliver to you (the Customer), how we work together and other aspects of our business relation. With an Order, you are agreeing to the terms in this agreement.

Definitions

- *Order*: price offer (quotation) of Procurios which is accepted by the Customer or an online order by the Customer.
- *Procurios, we, our or us*: Procurios BVBA (BE0879.511.074)
Located at Wupstraat 45, 2812 Muizen, Belgium, legally represented by J.J.O. Jelier, director.
- *The Customer*: the natural or legal person with whom the agreement to deliver products and services has been made with Procurios.
- *Hosted Services*: products of Procurios which are delivered in the form of 'Software as a Service' with related Support and Maintenance Services.
- *Consultancy Services*: the services delivered by Procurios to the Customer, whereunder but not limited to: implementation of the Hosted Services, custom development, data migration, training and other services.

Subject

Procurios binds itself to deliver the products and/or services to the Customer as determined in the Agreement and its attachments.

The implementation of the Hosted Services, custom development, data migration or other work (eg. restoring backup) are solely the responsibility of the Customer except agreed on otherwise in the Order or a separate agreement.

The Order contains the summary of the Hosted Services, Consultancy Services, Support Services and Maintenance Services that are subject to this Agreement. This summary is in addition to the summary in Attachment 1 of the Agreement. The summary of Attachment 1 and the Order always has to be interpreted restrictively.

Attachments

The following Attachments are in its entirety part of the Agreement.

- Attachment 1: Terms and Conditions
(<https://www.procurios.com/en/general-terms-and-conditions>)

▸ The Order

If there is a contradiction between one of the conditions stated in the Order and the Agreement and/or Attachment 1, the condition of the Order has priority.

If there is a contradiction between the conditions of this Agreement and Attachment 1, the conditions of the Agreement have priority.

Period

The startdate of the Agreement is the signature date of the Order. The Agreement is always of an indefinite period of time, unless determined otherwise in the Order.

Terminating the Agreement is possible at all times, keeping in mind the term of notice of three months, sent to Procurios by email (info.be@procurios.com)

Assignment Modalities

Procurios will at the Customer's request deliver Consultancy Services as described in the Order.

These Consultancy Services will be delivered by Procurios through one or more of her appointed employees or staff. Procurios has the right to issue third parties if necessary to fulfill the completion of certain tasks if they deem it necessary.

Procurios will complete the agreed upon tasks autonomously and to their own insights and conclusions, respecting the wishes of the Customer.

Procurios will determine where its services will be performed and decide whether or not displacement is necessary. Procurios will keep the wishes of the Customer into account as much as possible. Procurios therefore will be able to unlimitedly rely on the Customer's infrastructure; this includes staff, office equipment, ICT tools, required office space, parking, ... The Customer will at all times hand over any crucial or by Procurios requested information or documents at the correct time. Procurios is in no way responsible for any delays that take place in the execution of the assignments due to lateness or lack of personnel/infrastructure/documents requested by Procurios regarding the execution of the Agreement

Procurios commits itself to deliver the assigned project at the best of their capabilities, with diligence, loyalty, maturity and competence that the Customer may expect from an experienced specialists, in compliance with the market.

Procurios will follow the normal guidelines and wishes of the Customer that are required to execute her function to the best of her capabilities, for as far as they do not affect the independent nature of the collaboration and that of Procurios.

Procurios performs this Agreement in complete freedom and independence. Procurios decides independently the organisation, arrangement, setup work times and method of operation of her assignment. Procurios will consider the Customer's wishes for as far as possible. There is no subordination between the Customer and Procurios.

If, during the period of the Agreement, the contents of the specifications of the implementation of the Agreement change, the Customer is responsible for further training Procurios. If the Customer provides Procurios with a training, the costs of such training are at the expense of the Customer, unless determined otherwise in specific conditions.

Procurios is allowed to work for other contractors, both during and after the term of the current Agreement.

Delivery

Unless agreed upon differently, the usage (eg. of the CRM application) or publishing of the website/application will be considered as completion. As such, there will be a follow-up period of one month during which 'bugs' and other shortcomings can be reported. After this period the project will be considered as finalised.

Invoicing and payment

The amount of the one time and/or monthly costs and invoicing are included in the Order.

Unless determined otherwise in the Order, the monthly costs as determined in the Order of the Agreement, will be invoiced in one invoice to the Customer at the latests of one (1) month after the start date of the Agreement for the entire year and always before the first month of the anniversary of the Agreement.

Unless determined otherwise in the Order, the one time costs will be invoiced as followed:

- Down payment of 50%
- Monthly invoicing of the remaining one-time costs in accordance with prestations of each month.

Overtime

Overtime will not be invoiced. If, however, Procurios is required to perform overtime frequently and on a regular basis due to the scale or requirements of the project, there will be additional negotiations between both parties, after which there will be agreed upon a complimentary, fair compensation, starting from Procurios' daily rates.

No hire

During the duration of the Agreement and up to one year after completion of the Agreement with the Customer, the Customer is not allowed to hire appointees, employees or staff from Procurios, without explicit consent from Procurios.

If this condition is violated, a compensation of 1 year brut salary of the involved appointee, employee or staff is to be paid.

Liability

The Customer acknowledges and accepts that the liability of Procurios is at all times limited to events as determined in the terms and conditions of Attachment 1.

Complete agreement, divisibility and confidentiality

The Agreement includes the approval

The current Agreement, including the attachments include the entire approval between Parties, concerning the subject and replaces any prior written or oral agreements.

Invalid conditions or conditions which are no longer applicable

If one or more conditions of the current Agreement become invalid or are no longer applicable, the legality, validity and the applicable and enforcing nature of the remaining conditions of the current Agreement and those of the Agreement in its entirety, for as far as they are still applicable and existent, will remain intact.

Replacing invalid conditions

The Parties bind themselves to replace any invalid conditions by new ones that respect and comply to the goals and choices in the current Agreement, within the restraints of the law

Transfer of rights

No Party can transfer any of the rights of this Agreement to third parties, without prior written agreement of the other Party. Adjustments or modifications to this Agreement can only take place if both Parties agree in written.

Applicable law and authorized court of law

This Agreement is controlled and interpreted in accordance with the Belgian law.

Every conflict that might occur from the realisation, execution, and/or interpretation from the current Agreement is part of the exclusive authority of the courts of the judicial jurisdiction Mechelen.