

# Maintenance and Support Terms

## 1. Definitions

1.1 Capitalized terms shall have the following meaning :

"Barco" shall mean the Barco affiliate which has acknowledged the Service Order under these terms.

"Business Day(s)" shall mean any day which is not a Saturday, Sunday or public holiday in the designated support centres' local time, excluding national and local holidays observed by Barco.

"Business Hour(s)", in respect of helpdesk support, is a reference to predefined hours (as defined on the Barco Helpdesk website) in the designated support centres' local time on a Business Day.

"Customer" shall mean the entity ordering the Services under these terms.

"Equipment" shall mean the equipment and/or software designed, created, or manufactured by Barco and set forth in the Service Offer.

"Location" shall mean the location where the Equipment is installed as per the Service Offer.

"Scope" of the Services is determined in the relevant Service Offer, and excludes events stated in article 7.2.

"Services" is a reference to the product specific service entitlement pursuant to a Service Offer.

"Service Offer" is a reference to the Barco document confirming the covered Equipment, applicable service levels, service period and other business parameters agreed to by Barco, which is integrated herein by reference.

"Service Order" is a reference to the order for the Services under these Terms, as acknowledged by Barco, and which shall be subject to these Terms.

"Terms" is a reference to these Maintenance and Support terms, including the product specific terms included in the relevant Service Order, the Barco documents included herein and therein by reference, as well as the relevant Service Order implementing all of such terms.

## 2. Order of Precedence

2.1 The order of precedence shall be as follows:

- i) the present Terms
- ii) the terms of Barco's Service Offer
- iii) the terms of the Service Order

whereby the higher ranked document shall prevail over the lower ranked document in case of contradiction, inconsistency and/or discrepancy. Apart from such contradictions, these documents shall apply in addition to each other.

2.2 No other (general) terms and conditions of either party (e.g. as referred to in a purchase order) shall apply, even if the same have not been expressly rejected.

## 3. Scope of the Services

3.1 Barco undertakes to carry out the Services within the agreed Scope in respect of the Equipment.

3.2 In case Customer does not control the Equipment (e.g. the Service Order is issued for the benefit of an end user), Customer is entitled to procure the Services for the benefit of the end user operating such Equipment, provided that Customer (i) remains solely liable towards Barco under the Service Order; and (ii) shall account for any deviations in terms or entitlement between these Terms and the terms separately agreed between Customer and its customers.

3.3 Any services outside the agreed Scope shall be the subject matter of a new Service Offer, and be governed by the terms of the relating Service Order.

3.4 During the term of a Service Order, the Equipment list may be amended by adding additional Equipment. It is however understood that ongoing Services:

- i) cannot be reduced in scope or downgraded in service level except after expiration of their applicable term;
- ii) can only be enlarged in scope or upgraded in service level after mutual agreement between the Parties.

## 4. Term of the Services

4.1 Service Orders shall be accepted for the period specified in Barco's Service Offer.

4.2 The Service entitlement shall commence on the date set out in the Service Offer (or such later date set pursuant to article 6) for the committed service period confirmed in the Service Order.

4.3 The Service entitlement shall not automatically renew, unless and until a new Service Offer is issued and a new Service Order is acknowledged.

## 5. Requirements

5.1 Barco requires

(i) free, safe and full access to the Equipment and to the Location, for Barco or its dedicated service partner (if field serviced); (ii) packing and shipping of defective Equipment to the designated facility in accordance with Barco's instructions (if depot serviced), and, (iii) at Barco's request, reasonable assistance and support (including without limitation manpower, tools, equipment, utilities, and communication lines and access to Customer's network).

5.2 Except in case of emergency, with regard to normal operation/use of the Equipment, or for the purpose of complying with the instructions given by Barco under article 5.3 below, the Equipment may not be altered, maintained or repaired by any party other than Barco or a Barco service partner, who is trained and certified by Barco to perform the Services hereunder.

5.3 Barco requires that, in-between the periodical maintenance visits under these Terms, any instructions given by Barco for keeping the Equipment in good working condition are complied with.

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5.4 If the Equipment fails or works unsatisfactorily, Barco shall be informed thereof as soon as possible in writing in accordance with article 8 hereof.

5.5 Barco requires that proper safety precautions are implemented at the Location. If any service personnel needs to comply with specific safety measures, Customer shall ensure that such requirements are communicated to the Barco personnel or any Barco authorized third party visiting the Location reasonably beforehand.

5.6 Barco shall be advised in writing of all changes to the Location and/or the installation of which the Equipment is a part and/or the conditions of use thereof in order to allow Barco to perform the Services.

Where such changes impede Barco in performing the Services, Barco shall be entitled to an appropriate revision to the terms and/or conditions of the Service Offer and/or these Terms (including without limitation the charges payable hereunder), failing which the relevant Service Order(s) may be terminated in accordance with article 12.

5.7 On request, Barco shall be supplied with copies of any available technical documentation (including drawings, descriptions, schedules and instructions) reasonably required to facilitate the performance of the Services. Such documentation shall at all times remain the property of the respective owner and shall not be used by Barco otherwise than for the purpose of these Terms.

5.8 Customer shall keep Barco informed of any legislation, regulation and particular requirements (and any updates thereof) applicable to the Location in respect of the provision of Services by Barco and/or its authorized third party under these Terms, and will provide Barco with all necessary assistance with respect to compliance with the legislation and obtaining of all requisite approvals for the performance of the Services.

5.9 Customer shall keep Barco, its personnel and agents fully indemnified against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of these Terms by Customer, its employees, agents or servants, and shall pay to Barco all reasonable costs, charges and losses sustained or incurred by Barco as a result of Barco being prevented or delayed from performing its obligations under these Terms by reason of any act or omission of Customer, its employees, agents or servants, or any end user on whose behalf the Services are procured.

## 6. Preliminary Audit

6.1 As a condition precedent for the Services to become effective, (i) Barco may require Customer to register the Equipment, if and when applicable, on Barco's digital platform, based on the tools made available by Barco in this respect and (ii) Customer must allow Barco to audit the Equipment, in accordance with article 6.2 and 6.3 below, especially if no Barco service contract has been in place prior to the starting date of the Service Order.

6.2 Barco may request to receive input/proof regarding the use, operation, processes and/or the good working condition of the Equipment and/or needs to be allowed to have an on-site

examination of the same (the "Preliminary Audit"). Where the Preliminary Audit reveals unsatisfactory results or the Equipment not being in good working condition, Barco at its discretion may require from Customer that :

- i) The Equipment is being restored to good working condition, which services may be charged to Customer by Barco;
- ii) The Equipment is only being operated and maintained by personnel that is properly trained (including regarding the use, operation and keeping the Equipment in good working condition);
- iii) There are (or are being put in place) procedures regarding the correct use, operation and/or keeping the Equipment in good working condition; and/or
- iv) Expenses resulting from an unsatisfactory Preliminary Audit shall be charged to Customer separately on the basis of Barco's general service rates in effect at the time.

6.3 Barco shall advise Customer in writing if, as a result of the Preliminary Audit, it appears that the Equipment cannot be restored to good working condition or performance in accordance with the documentation. In such case, or if Customer elects not to have the Equipment restored, Barco shall have no obligation to perform the Services, nor shall Barco incur any liability or refund obligation as a result thereof and the relating Service Order shall be deemed terminated.

## 7. Exclusions

7.1 Barco shall undertake the Services only if and to the extent the Equipment has been at all times "normally used" for the intended purpose and operated in strict accordance with the operating instructions. For the purpose of these Terms, "normally used" shall mean regular, ordinary and routine usage of the Equipment as intended and/or recommended by Barco.

7.2 Repair or damage arising from any of the following shall in any case be explicitly excluded from the Scope of the Services :

- i) if services are required as a result of an accident, negligence (such as, but not limited to, removing or deleting system files or licensed software product files), misuse, circuit failure, or any change or damage due to fire, water, thunder or lightning, power failure or fluctuation, disruption of communication lines or due to force majeure, or any reason foreign to the Equipment; or
- ii) if services are required as a result of normal wear and tear or degradation of the Equipment; or
- iii) if the Equipment and/or software, or part thereof, is maintained, repaired or changed by a non-certified or non-authorized individual. Any attempt to do so also falls under this exclusion; or
- iv) if the Equipment is re-installed, moved or removed from the Location without prior consent from Barco; or
- v) if hardware or software which is not part of the Equipment is the cause or source of a defect; or
- vi) if a defect is due to non-observance of the environmental parameters as described in the technical specifications of the Equipment

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- (e.g. ambient temperature, degree of humidity, ...). These parameters are necessary to guarantee the proper operation of the Equipment; or
- vii) if a defect is due to the use of accessories or items associated with the Equipment not authorised by Barco; or
  - viii) if traveling to or within the country of the Location is impeded by visa restrictions, or constitutes a hazard to the safety, security or health of Barco personnel and or Barco authorized third party (if field serviced).
- 7.3 Parties may agree for Barco to perform the out-of-scope services on terms of a separate Service Offer.
- 7.4 If Barco incurs additional costs as a result of a postponed or interrupted maintenance for reasons other than due to Barco, such additional cost shall be charged to Customer by Barco.
- 7.5 Services provided under any Service Order do not include:
- i) Upgrading or retrofitting of improvements or major modification to the Equipment;
  - ii) Recovery of lost data;
  - iii) Any maintenance of the exterior state of the Equipment (such as painting or cleaning the outside of the Equipment, or the supply of the products required for such painting and cleaning);
  - iv) repairs of any equipment, installation, or system which has or may have any impact on the Equipment (including without limitation electrical installations, and communication lines interfaces); and
  - v) maintenance of accessories, attachments, machines or other devices not supplied by Barco nor listed in the Service Offer.
- 8. Support Procedures**
- 8.1 Customer may contact Barco to obtain support in respect of the Equipment including such support levels as identified in the applicable Service Offer.
- 8.2 Customers are encouraged to contact the Barco helpdesk via the e-portal (<http://www.Barco.com/en/Support>) and to use available on-call services for critical and time sensitive issues only. Logging service tickets through the e-portal is recommended good practice to ensure that support requests are properly routed and escalated.
- 8.3 Customer's requests shall be made by (i) a dedicated professional designated by Customer; (ii) who shall be knowledgeable about the Equipment and the operating environment; (iii) who shall not be replaced without written notice to Barco (the "Customer Contact").
- 8.4 Customer requests will be treated by Barco without undue delay but without guaranteed response times, except for the service levels confirmed in writing by Barco for the applicable service offering.
- 8.5 A service ticket :
- (i) Can be opened by the Customer Contact only
  - (ii) must include at least the following information :
    - information on the nature, causes, and impact of the issue, in as much detail as possible;
    - serial numbers of the impacted Equipment;
- log files, configuration files, screen images, pictures and other information required for issue troubleshooting and analysis;
  - remote login or VPN access to the systems at the Location , where required (and where permitted by Customer security policies), or, as an alternative, direct access to Customer's systems while in contact with Barco;
  - support and coordination information for on-site visits by Barco or reseller support staff, where deemed necessary by Barco; and
  - any other information reasonably requested by Barco to ensure timely responses to questions and requests.
- (iii) The Customer Contact shall confirm to Barco whether Barco's support has resolved Customer's issue.
- (iv) Barco may close a service ticket on written notice to Customer in the absence of Customer's confirmation or when the issue, in Barco's reasonable opinion, is resolved.
- 9. Network Connection**
- Following terms apply in case Barco needs to connect to Customer's network:
- 9.1 In order to perform the Services, Customer agrees that Barco may connect one or more Barco IT devices (computer, smartphone, tablet or other device part operated by or for Barco; each, a "Barco Device") to Customer's IT infrastructure (network and peripherals; the "Customer Domain")
- 9.2 Customer (i) hereby grants Barco access to the Customer Domain as needed by Barco to conduct the Services; and (ii) may, at Customer's option and request, supervise and monitor any connection established by Barco with the Customer Domain and any data exchanged in the performance of the Services (so-called 'four eye principle').
- 9.3 Barco shall (i) employ good industry practices (including without limitation regular patching and updating, anti-virus countermeasures, firewall control) so as to avoid that any Barco Device adversely interferes with the Customer Domain; and (ii) restrict its access to the Customer Domain and Customer data as needed for the purpose of the Services and for the term thereof.
- 9.4 Parties shall implement, maintain and comply with security procedures, policies and requirements as needed for the Services. In the absence of written guidelines provided prior to the start of the Services and made part of this Agreement, Barco shall comply with good industry practices to ensure confidentiality, integrity and availability of protected data on the Customer Domain.
- 9.5 Customer shall employ good industry practices to ensure that no Barco Device be affected by any data or code allowing to disable, damage, impair the Barco Device or any device or system interoperating with it).
- 9.5 Upon completion of the Services, Barco shall ensure that all Customer data have been cleared (to the maximum extent possible under state-of-the-art) from any Barco Device and Customer shall ensure (to the maximum extent possible under state-of-the-art) to remove any Barco data from the Customer Domain.

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## 10. Charges and Payment

- 10.1 In consideration of the services provided by Barco to Customer under these Terms, Customer shall pay the charges as specified in the Service Offer (the "Service Fee").
- 10.2 The Service Fee shall be invoiced to Customer and pre-paid by Customer prior to the start of the Services at such dates confirmed in the Service Offer. Barco shall issue an invoice for each instalment prior to the period to which the instalment relates. Customer shall pay Barco's invoices within thirty (30) days as from the date of such invoice or as otherwise agreed in writing.
- 10.3 Applicable VAT and any other taxes and charges shall be added to the Service Fee. Except as included in the Scope covered by the Service Fee, prices are exclusive of any freight, handling and shipping insurance charges, taxes, levies and duties or other similar amounts, however designated, including without limitation value added, sales and withholding taxes which are levied or based upon the prices, charges or upon these terms ("Taxes"). Barco shall be solely responsible for taxes assessable against Barco based on its income, property and employees. Customer shall pay any taxes related to the Services ordered hereunder or shall present an exemption certificate acceptable to all relevant taxing authorities. Applicable Taxes shall, to the extent practical, be billed as a separate item on the invoice. If Barco has a legal obligation to pay or collect Taxes for which Customer is responsible under this article 10.3, Barco may invoice Customer and Customer shall pay that amount unless Customer provides Barco with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 10.4 Charges for services outside the agreed Scope shall be invoiced separately at Barco's general service rates then in effect.
- 10.5 Service Fees confirmed in a Service Order constitute a non-cancellable payment obligation; are non-refundable upon partial or total termination of the Service Order for any reason; and any sums owed under the Service Order cannot be used by Customer to offset debts.
- 10.6 If Customer fails to make full payment on the due date, then without prejudice to any other right or remedy available, Barco shall be entitled to:
- (i) suspend any obligations to Customer in accordance with article 12 until such amounts are paid in full ;
  - (ii) by notice to Customer, treat uncured payment delinquency as a termination by Customer of the portion of the Service Order still to be performed, whereupon Barco may cancel all further performance of Services and associated deliveries and any amounts unpaid hereunder shall immediately become due and payable;
  - (iii) at its sole discretion, apply any monies received from Customer in relation to the Service Order or any other contract or agreement between Customer and Barco, including but not limited to deposits or security payments, towards the payment of the relevant invoice;
  - (iv) charge Customer interest on the amount unpaid on a daily basis at the rate 7%

per annum on any overdue amounts or the maximum interest rate permitted by law, whichever is lower from the due date until payment in full is received by Barco, as well as a surcharge of ten percent (10%) on the overdue amount, with a minimum of € 50, to compensate Barco for increased administration costs and expenses to collect the overdue amounts; ; and/or

- (v) condition future contract renewals and Service Orders on shorter payment terms.

## 11. Warranty – Liability - Release

- 11.1 Barco warrants that the Services are carried out in accordance with the common rules of good workmanship.
- 11.2 Barco does not make and does not intend to make any warranty or representation, express or implied, and it expressly excludes and disclaims any and all warranties which may be implied or otherwise created by operation of law including, without limitation, all implied warranties of uninterrupted or error-free use or operation of the equipment, warranties of merchantability and warranties of fitness for a particular purpose.
- 11.3 Barco's sole obligation and liability under these Terms is for the maintenance and service of the Equipment covered under the relevant Service Order. Except as confirmed in the applicable product warranty or parallel Barco agreement, Barco shall have no further obligation or liability beyond such maintenance and repair.
- 11.4 To the maximum extent permitted by law, Barco's liability for all claims of any kind is limited to direct material damage to the Equipment, due to inadequate execution of the Services under a Service Order and in all cases limited to the amount paid by Customer under such Service Order. In no event will Barco be liable for any indirect, special, punitive or consequential damages, including, but not limited to, loss of business and/or profits, whether foreseeable or not, and even if Barco has been advised of the possibility of such damages arising out of or in connection with the provision of the services.
- 11.5 Customer shall direct its claims, actions and suits of any kind or nature solely to Barco, excluding any Released Party. Customer releases and discharges Barco's directors, officers, managers, employees, agents, consultants, subcontractors and other representatives (the "Released Parties") from any and all claims arising out of or related to their acts or omissions committed in the performance of Barco's obligations hereunder. The Released Parties may invoke the clauses of this article 11 as third-party beneficiaries.
- 11.6 No limitation or release applies for liability in relation to death or personal injury caused by the negligence, willful misconduct, gross negligence, and intentional acts of Barco or a Released Party, and in other cases where liability may not be excluded or limited by applicable law.
- ## 12. Suspension
- 12.1 Barco shall be entitled to suspend its performance of the Services, until such event(s)

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has (have) been rectified and the Equipment has been restored into good working condition, in the event of :

- (i) Overdue payments as per article 10.6(i);
- (ii) Reasons due to Customer or such other events out of control of Barco materially or adversely affecting the Services; or
- (iii) Customer failing to meet its other obligations under these Terms; or
- (iv) Customer having unreturned equipment or parts in its possession after Barco has requested return of such equipment or parts.

12.2 Any suspension in accordance with this article 12 shall not extend the committed service period, shall not create any liability for any losses so caused and shall be without prejudice to any other right or remedy available to Barco.

## **13. Termination**

13.1 No Service Order may be terminated for convenience.

13.2 A party may terminate for cause some or all Service Orders as relevant:

- (i) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors;
- (ii) in the event of delayed payment, in accordance with article 10.6(ii);
- (iii) upon 30 days written notice to the other party of a material breach of these Terms, which breach remains uncured at the expiration of such period, unless such breach is able to be cured swiftly thereafter and diligent efforts to effect such cure are commenced during that period;
- (iv) in case parties fail to reach an agreement on amended contract terms (in accordance with article 5.6, 15.4 or otherwise);
- (v) in case of a Force Majeure Event continuing for a consecutive period of sixty (60) calendar days.

13.3 Notwithstanding anything else in these Terms, rights and liabilities which accrued prior to the date of termination shall persist after termination.

13.4 If any Service Order is terminated by Barco in accordance with this article 13, Customer shall pay any unpaid Service Fees (including any costs, expenses and arrears relating to the collection thereof).

13.5 Barco shall only refund to Customer any prepaid Service Fees in the event of a demonstrated breach by Barco eventually remaining without cure in accordance with article 13.2(iii).

## **14. Confidentiality**

14.1 Customer shall not, during the term of any Service Order and thereafter, disclose or divulge to any third party any confidential information it may acquire in connection with or relating to the Services, the technology and design of the Equipment and its components, and other items associated therewith including, but not limited to, documentation, forms, operating manuals and other proprietary information. Customer shall not disclose or divulge to any third party any information pertaining to such information as price lists or the detailed terms of any Service

Offer, until and unless such information has become part of the public domain without the fault of Customer. Any confidential information shall at all times remain the property of the disclosing Party.

14.2 The specific non-disclosure agreement signed between the Parties, if any, shall complement these Terms and remain valid in addition to the foregoing paragraph.

## **15. Force Majeure**

15.1 Neither Party shall be liable to the other for default or delay in the performance of any of its obligations under the Service Order due to any unforeseeable and/or exceptional situation or event beyond the reasonable control of a Party, which prevents that Party from performing its obligation(s) under the Service Order, for as long such event was not due to error or negligent act(s) or omission(s) on the part of that Party and could not have been avoided by the exercise of due diligence ("Force Majeure"). Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as a Force Majeure event unless they stem directly from a genuine case of Force Majeure.

15.2 The Party prevented by Force Majeure shall promptly notify the other Party of the onset thereof and detail the nature of the Force Majeure and - later on - of the cessation of the Force Majeure.

15.3 The Party prevented by Force Majeure shall use its reasonable efforts to mitigate the effects of the Force Majeure on the affected Parties and to expedite the cessation thereof.

15.4 Hardship.

(i) Either party to the Service Order is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the date of the Service Order.

(ii) Notwithstanding paragraph (i) above and except for an event that qualifies as a Force Majeure pursuant to article 15.1, where a party proves that:

(a) the continued performance of its contractual duties hereunder has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the date of the Service Order; and (b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this article 15.4, to negotiate alternative contractual terms which reasonably allow for the consequences of the event.

(iii) Where paragraph (ii) above applies, but where alternative contractual terms which reasonably allow for the consequences of the event are not agreed by the other party, the party invoking this section is entitled to termination of the relevant Service Order.

## **16. Treatment of Personal Data**

16.1 Barco may, without restriction, save, process, use and reuse any data obtained in connection with the supply of Services. Upon request of Barco, Customer shall promptly inform Barco in writing about the measures which Customer takes to fulfill its obligations under the

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applicable data protection laws. Barco shall take suitable technical and organisational measures to protect personal data received from Customer against loss and unlawful processing.

16.2 Customer warrants towards Barco that (i) the data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Barco; and (iv) the data processing does not infringe any third-party rights. Customer agrees that it remains the contact point for data subjects and that it will inform data subjects hereof. Customer ensures that the personal data provided to Barco will be up-to-date and relevant for the Services supplied. Customer undertakes to inform Barco of any request of a data subject to rectify or to erase its data or to limit the processing of its data. Customer shall indemnify and keep indemnified Barco against all claims, proceedings or actions brought by a competent public authority or an individual against Barco arising out of any breach by Customer or any of its processors of any third party rights or its obligations under applicable data protection laws.

## 17. General Provisions

### 17.1 Relationship

Notwithstanding anything herein contained, it is agreed that Customer is doing business on its own account and Customer (or its personnel) shall under no circumstances be considered employee, agent or legal representative of Barco for any purpose whatsoever. Customer is not granted any right or authority to bind Barco in any manner whatsoever.

### 17.2 Entire agreement

These Terms, the Service Offer and the documents referred to herein constitute the entire agreement between the parties with respect to the subject matter of a Service Order and there are no other terms, conditions, obligations, promises, representations or warranties - whether express or implied - affecting such Service Order.

### 17.3 Severability

The eventual invalidity of any clause of these Terms shall not affect the validity of the other clauses. Void clauses are to be construed in such a way that the business purpose of said clauses as envisaged by both Parties can be realized in a lawful manner.

### 17.4 Amendments

Any amendment to the Terms and/or waiver of any right or remedy herein provided, shall be effective for any purposes only when made in writing and signed by a duly authorized representative of either Party.

### 17.5 Waiver

The waiver or partial exercise by any one Party of any power, right or remedy in respect of any occurrence or event on any one occasion shall not be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion.

No failure or delay on the part of one Party (i) to insist upon the performance by the other Party of any of its obligations under these Terms

and/or (ii) to exercise any power, right or remedy under these Terms shall operate as a waiver thereof or shall be deemed a waiver of any subsequent breach or default of the other Party.

Any single or partial exercise by one Party of any power, right or remedy shall not preclude any other or further exercise thereof or the exercise of any other power, right or remedy by such Party.

### 17.6 Notices

Unless otherwise specified all notices that are required to be given pursuant to these Terms shall be given in writing and shall, if sent by e-mail, promptly thereafter be confirmed by registered mail, addressed to:

	<b>Barco</b>	<b>Customer</b>
Attn.:	As per article 18.2	Any Customer Contact
Address:	Barco's address as per article 18.2	Customer's address as used for billing purposes

or to such other address as either Party may notify in writing to the other Party after the date hereof.

A notice shall be deemed to have been given on the date of sending the e-mail; provided it has been confirmed by registered mail as evidenced by the post office receipt.

### 17.7 Prior Agreements

These Terms shall supersede any terms and conditions previously agreed upon (whether or not in writing) between Customer and Barco with respect to the subject matter of the Service Order and such previous terms shall from the date hereof cease to have any force or effect.

These Terms shall however not be construed as a renunciation, discharge or waiver of any right or remedy provided in any terms and conditions previously agreed upon with respect to a failure of either Party to perform any of its obligations under any terms and conditions previously agreed upon.

### 17.8 Publicity

The Parties agree that no publicity, release, or announcement concerning the existence and/or any of the provisions of these Terms or the transactions contemplated hereby shall be issued without the prior written approval of timing, form and content of both Parties, which approval shall not be unreasonably withheld.

### 17.9 Headings

Headings and subheadings used in these Terms are inserted for convenience of reference only and shall not affect the interpretation of the respective provisions.

### 17.10 Assignment

The rights or obligations under a Service Order may not be assigned by Customer to any third party either wholly or partially without prior written agreement from Barco, except as set out in article 3.3, and subject to the terms of that article 3.3. However, Barco may, during the term of a Service Order, assign, subcontract or delegate to its affiliates or a third party the agreement and/or the provision of services or a

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portion thereof without Customer's prior written consent. Any such assignment, subcontracting or delegation shall in no way relieve Barco from any of Barco's obligations under the Service Order.

17.11 Survival

The provisions which by their nature surpass the expiration or termination of the Service Order shall survive.

**18. Governing Law – Jurisdiction**

18.1 Each party agrees to (i) the applicable governing law without regard to choice or conflicts of law rules, and to (ii) the exclusive jurisdiction of the applicable courts, both determined in accordance with article 18.2. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (a) the laying of venue of any legal action or proceeding arising out of or relating to these Terms brought in any competent court sitting according to article 18.2; and (b) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.

18.2 The following table determines the applicable directions in respect of notices required under these Terms, applicable law and competent courts for resolution of any dispute or lawsuit arising out of or in connection with these Terms that could not be solved amicably:

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## Table Article 18.2 : Notices – Governing Law – Jurisdiction

If Services are provided for use in:	Customer is contracting with:	Legal Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
A country in Europe, the Middle East or Africa	Barco NV	BARCO NV, Beneluxpark 21 8500 Kortrijk, Belgium attn: VP Service EMEA with a copy to attn: General Counsel.	Belgium	Kortrijk
The United States of America, Canada, Mexico or a country in Central or South America or the Caribbean	Barco, Inc., a Delaware corporation	BARCO, INC. 3059 Premiere Parkway, Suite 400 Duluth, GA 30097 USA attn: VP Service Americas, with a copy to attn: General Counsel.	State of New York and controlling United States federal law	courts located in New York County, New York, U.S.A.
A country in Asia Pacific excluding mainland China and Hong Kong	Barco Singapore Private Limited, a Singapore corporation	Barco Singapore Private Limited 100G Pasir Panjang Road #05-27/28/29, Singapore 118523 attn: Senior VP Sales APAC with a copy to attn: Legal Counsel APAC	Singapore	Singapore
The People's Republic of China	Barco Visual (Beijing) Electronics Co., Ltd	Barco China, No. 16, Changsheng Road, Beijing, PRC attn: VP sales with a copy to the legal counsel	The People's Republic of China	Changping Court
Rest of World (if and where offered for use by Barco)	Barco NV	BARCO NV, Beneluxpark 21 8500 Kortrijk, Belgium attn: VP Service EMEA with a copy to attn: General Counsel.	Belgium	Kortrijk