Terms of use
Silicon ioi software range

1. Preamble

You are bound by the terms of this document once you have downloaded and installed, or created a user connection to, or otherwise obtained the Silicon ioi software.

This software is protected by intellectual property rights belonging to SILICON BRAIN S.A. (whose registered office is located at Rue de l'Avancée Numérique 1, 4430 ANS - BELGIUM, registered with the ECB under number 0462.509.757), to its suppliers or to third parties

This is a license agreement establishing the rights and obligations regarding the use of Silicon ioi.

Please read this Silicon ioi Software License Agreement carefully before using the software. By agreeing to the terms of this document, you acknowledge that you are bound by the terms of this license agreement. If you do not agree with these terms, do not install or use this software.

2. Definitions

For the purposes of these Terms of Use, the terms below shall have the following meanings:

2.1 Bug(s):

Unintended behavior(s) of software that may cause computational errors, aberrant results, erroneous communications, service crashes and downtime, or significant slowdowns or decreases in performance, and that are caused by programming errors, incompatibilities with third-party software or hardware used to operate Silicon ioi.

2.2 SB Bug(s):

Bug(s) caused by programming defects of SB, which has the possibility to adjust its code to remove the bug(s) or to change the way of proceeding in order to obtain similar behaviors.

2.3 Third party bug(s) :

Bug(s) for which SB does not have the ability to correct the unintended behavior because the origin of the behavioral defect(s) originates from a third party to Silicon ioi or is caused by the coexistence with the third party or by the hardware that is used.

2.4 Ioi Client or Licensee :

A company or individual who has purchased a subscription to use Silicon ioi software for a fee, or who has been granted a non-paying right to use Silicon ioi software for evaluation, demonstration or testing purposes.

2.5 Customization:

Any alteration, carried out by the VAR Expert or by a member of the ioi customer or a subcontractor of the ioi customer, of the standard behavior of the Silicon ioi range of software that has been delivered or made available, except for a change in a parameter that has been foreseen as being modifiable in the configuration interface

2.6 SB :

The publisher of Silicon ioi is SILICON BRAIN S.A., whose registered office is located at Rue de l'Avancée Numérique 1, 4430 ANS, Belgium, registered with the ECB under number 0462.509.757.

2.7 Hosting:

Optional service, consisting of the provision, by SB or the VAR Expert, of virtual servers installed on physical servers located at SB's or the VAR Expert's subcontractors (in the European Union, at SB's or the VAR Expert's choice, or, at the Licensee's explicit request, exclusively in Belgium).

2.8 Silicon ioi:

Range of software created by SB and dedicated to the global management of companies subject to Belgian law, and having for object amongst others the management of accounting, commercial management, stock management, customer relations management, document management, diary management and project management, within the framework of an evolving range in the form of optional modules. The other software ranges published by SB (such as, by way of example and not exhaustively, Silicon Master, Silicon Master 365, Silicon Stratus) are not covered by this contract.

2.9 First level L1 ioi support:

Support provided by the VAR Expert for the Licensee and the ioi User(s). The support consists of the VAR Expert being available to the Licensee and the ioi User(s) in order to manage and resolve problems of use and operation which are transmitted to him. The VAR Expert manages and resolves problems as

long as these problems are within the scope of action defined by SB. If these problems fall within the scope of support and are outside the scope of action defined for the VAR Expert, or if the solution requires an expert opinion after an in-depth analysis of the case raised, the problem is communicated to SB as part of a second-level L2 ioi Support. In any case, the management of the transmitted problem and the communication with the Licensee and the ioi User(s) is and remains the responsibility of the VAR Expert.

2.10   Second Level L2 ioi support:

Support provided by SB for problems referred by a VAR Expert after diagnosing that they fall outside the scope of support defined by SB or that an expert opinion is required following an in-depth analysis of the case raised. SB communicates only with the VAR Expert.

2.11   Ioi user(s) :

The end user(s) of Silicon ioi who have been granted access by a Licensee, it being understood that each user with desk access or access to Silicon ioi is considered as such. For gateway modules (giving access to third parties such as Licensee's customers), the number of gateway users should be taken into consideration. Users (whether identified or not) accessing Silicon ioi's website or Silicon ioi's e-commerce site are not considered to be ioi Users.

2.12   VAR Expert :

Company authorized by SB, exclusively in charge of the relationship with the Licensee and the User(s).

3. Purpose of these Terms of Use

SB grants the Licensee, under the terms of these terms of use, a license to use Silicon ioi and its optional modules, and if applicable, a Hosting, by a subscription entered exclusively with a VAR Expert. Said license is non-transferable and will be used by one or more ioi Users, depending on the subscription taken out by the Licensee. SB does not sell Silicon ioi or its various optional modules.

4. How to order and install Silicon ioi

4.1 Via a VAR Expert only

Prior to any order, the candidate Licensee is advised to use the services of a VAR Expert in order to carry out an audit and analysis for the purpose of understanding the various existing flows and to establish, depending on the feasibility, a project for implementing Silicon ioi. In this case, the VAR Expert will present the new way of managing flows with Silicon ioi in an environment integrating the adaptations to be made to meet needs not covered in a standard way by Silicon ioi, as well as the budgets to be foreseen for the realization of the various adaptations, according to the knowledge he will have at the time and subject to modification of the adaptations to be made or discovery of new situations, in which case the forecasted budgets will be readjusted

4.2 Order, purchase, subscription

The candidate Licensee and Licensee may order Silicon ioi license(s) (and Hosting if applicable), or an extension of the scope of the originally acquired license, using one of the following methods:

a)   Either order the number of licenses for the ioi User(s) as well as the necessary modules in the form of a subscription on the e-commerce site of a VAR Expert or SB's site with the choice of a VAR Expert. The monthly price of the license(s) for the use of Silicon ioi as well as, if applicable, the monthly price of the Hosting are presented at the time of ordering as part of an annual subscription, as well as an indicative budget for set-up and training time in a standard situation and scope defined by SB. In the event of confirmation by the candidate Licensee or by the Licensee, the VAR Expert will receive the order, proceed with the installation on the site(s) and invoice the Licensee for the periodic subscriptions as soon as the access codes are delivered. The VAR Expert will then contact the Licensee to propose a support plan for the start-up of the software as well as additional adaptations, data recovery and specific developments. The VAR Expert will offer demonstration versions on its cloud servers allowing the candidate Licensee to have a precise view of the standard behavior of Silicon ioi. SB strongly advises the candidate Licensee to base his decision on these demo versions.

b)   Or contact the VAR Expert to explain its needs in terms of software. The VAR Expert will then carry out a complete implementation project with or without a prior audit. This choice is strongly recommended by SB if the candidate Licensee's needs do not correspond to a classic need.

5. Scope of the subscription

5.1 Right of use

The Licensee benefits from a non-exclusive right of use (and, if applicable, hosting) as soon as the administrator access codes are given by the chosen VAR Expert. At this moment, the Licensee is bound by the price of the subscription. If a free period is agreed, a discount of the full subscription price will be applied during this period.

5.2 Rates

An evolving list of applications and modules is published, with their related prices. New modules appear over time, some of them replacing previous modules, with a new adapted price list.

5.3 Price according to the number of users

The subscription price depends on the number of ioi Users. The fact of having registered an ioi User is counted, regardless of the frequency of access to Silicon ioi.

5.4 Renewal of the subscription

The right of use (and where applicable the right to host) is for a period of one year and is tacitly renewed unless notice is given to the VAR Expert at least three months before the expiry date. In the event that the Licensee wishes to renew the right of use for a period of less than one year, it is up to him to notify the VAR Expert at least three months before the expiry date, and to agree with him on the duration of the renewal, it being understood that the monthly price of the subscription concerned will be higher than in the case of renewal for a full year. If the VAR Expert is not notified at least ten days before the expiry date of the contract renewed for a period of less than one year, it will be tacitly renewed for an identical period.

5.5 Adjustment of the subscription

A reduction in the subscription relating to the number of modules or applications, the number of ioi Users or the defined specifications of the Hosting servers can only take place on the expiry dates of the right of use (and where applicable of the right to Hosting), as the case may be, and provided that the request for a reduction has been communicated to the VAR Expert at least three months prior to said expiry dates.

On the other hand, an increase in users, the addition of modules, applications or an increase in the specifications of the hosting servers causes an adjustment of the subscription price as soon as it is implemented.

5.6 Recovery of data at the end of the subscription

It is the responsibility of the Licensee and ioi Users to export their data before the end of the right of use, it being understood that the data stored in Silicon ioi is kept for three months following the end of a right of use (and, if applicable, a right to Hosting), and is subsequently destroyed. This period can however be extended against payment of a Hosting subscription to be agreed with the VAR Expert. Access to the stored data can only be achieved by the delivery of the database and the stored document management files, for a fixed price of 200.00 € per terrabyte delivered (rounded up to the next terrabyte), plus the price of the support.

5.7 Multi company, price

If several companies use Silicon ioi for the same database,

Two solutions are possible:

- Either a cumulation of the modules and ioi Users of all the companies concerned is made for the calculation of the usage rights and the total amount is distributed in proportion to the respective ioi Users of each company.
- Either a calculation is made separately for each company.

The most interesting solution as a whole (a or b) is chosen for all companies.

5.8 Counting of licenses and users

The Licensee and the ioi User are not allowed to tamper with or circumvent the module, application and ioi User metering system. If such a practice is detected, SB is entitled to immediate compensation by payment of the lost usage rights, increased with an additional compensation equal to the amount lost. A minimum of three years will be taken into account for the calculation of the lost usage rights and the additional compensation.

5.9 User identification

SB does not allow multiple ioi Users to use the same user identification account. If this practice is detected systematically for a period of more than three months, it will be considered that the Licensee has the will to circumvent the system of counting modules, applications and ioi Users, and SB will be entitled to the payment of the lost usage rights and the additional compensation, counted as indicated above sub 5.8.

6. Subscription prices and payment

6.1 Revision of subscription prices

The price of current subscriptions is revised annually according to the consumer price index, using the following formula: $P' = P \times (0.2 + 0.8 \times l' / l)$, where:

- P' is the new price, rounded up to the nearest euro per module or application
- P is the price at the time of sale
- l is the consumer price index at the time of sale
- l' is the consumer price index at the time of the revision

SB reserves the right to combine or split applications, modules or options in order to readjust the official pricing. The subscription will be readjusted with modifications. In that case, the rate cannot increase with more than 10% compared to the old rate for the concerned part.

6.2 Late payment

Late payment of user fees or Hosting fees for more than thirty days will result in immediate termination of first level L1 ioi support and second level L2 ioi support, assistance and upgrades (both major and minor versions) until full payment is received.

6.3 Termination of user right in case of non-payment

A delay of more than 90 days in the payment of the user rights or the hosting fees will result in a total shutdown of the access to Silicon ioi for all ioi Users. The Licensee will receive an imprint of the database for a handling fee of € 200.00 per terrabyte (rounded up to the next terrabyte) plus the cost of the support and transport. After 120 days of delay in payment, the data will be irretrievably destroyed. The Licensee will be able to regain access to Silicon ioi and the Hosting as soon as the entire amount due, plus interest and administrative fees, has been paid. The VAR Expert may then reconsider the Licensee's payment terms.

6.4 Third party software, open license and conditions of use

Some of the third-party parts of the package used are software products under so-called "Open" licenses. These third parties on which the ioi Software is based may have conditions of use that require payment of a right of use in the form of a subscription.

We would like to highlight one of the proposed databases: Maria DB.

The software has been designed in its standard version to be database independent. The standard data-base proposed for the installation is 'Maria DB'. The customer must take care to preserve this independence towards the database. If not, this database would become payable. For more safety, we advise an installation with another database such as PostgreSQL.

Please note that a subsequent conversion from one database to another involves conversion costs to be paid by the Licensee. These costs need to be evaluated on a case by case basis. It is the VAR Expert who will make this evaluation.

Connection for license control

6.5 SB's control platform

Silicon ioi regularly connects to a license control platform at SB. The Licensee cannot in any way object to this regular connection. SB guarantees that the license control platform is located in Belgium or in the Grand Duchy of Luxembourg.

Security tools installed with ioi Users, such as firewalls, must allow dialog messages to pass in order to allow these connections.

6.6 Limitation of collected data

SB guarantees that no operational data of the Licensee and/or the ioi User is transferred. Only the use of the modules and the identifiers (e-mail) of the ioi Users are transmitted. Serious error codes are also transmitted for the purpose of analyzing and improving the quality of the software for new versions.

6.7 Continuity of connection to the platform

In the event of a connection failure lasting several days, the VAR Expert will carry out a mission to repair the connection. A connection failure of more than one month will not allow the renewal of the codes of the right of use of Silicon ioi. Silicon ioi will then be secured with reduced access.

7. Role of the VAR Expert

The VAR Expert is in any case the exclusive contact for the Licensee and/or the ioi User. All requests must be addressed to the VAR Expert and not to SB, except in the event of a change of VAR Expert or failure of the latter.

8. Change of VAR Expert

8.1 Modalities

In the event that the Licensee wishes to change its VAR Expert, it is the Licensee's responsibility to notify the VAR Expert and SB, in accordance with the contractual terms and conditions between the Licensee and the VAR Expert, so that the VAR Expert and SB may agree to the request to change the VAR Expert. In that case, SB will not appoint a particular VAR Expert to replace the VAR Expert initially chosen, but will, if necessary, provide the Licensee, upon request, with a list of approved VAR Experts, so that the Licensee can choose among them.

SB will require that the licensee has fulfilled all his payment obligations towards the VAR Expert before being allowed to leave the VAR Expert.

8.2 Information on VAR Experts

In case of default of the VAR Expert, the Licensee and the User may exceptionally contact SB directly, who will ask the VAR Expert to remedy the problem, failing which SB will provide the Licensee with a list of all the VAR Experts with their respective approvals in order to allow the Licensee to make a choice in view of changing the VAR Expert in accordance with the contractual terms agreed between the Licensee and the VAR Expert.

9. Training and use of Silicon ioi

9.1 Essential training

The Licensee understands and agrees that customized training must be provided for the proper use of Silicon ioi and its various modules. In the event of a change in ioi Users, Licensee will provide training plans for new ioi Users. The Licensee understands and agrees that the management of this change involves internal time and cost for the implementation of Silicon ioi or the various Silicon ioi modules.

9.2 Help and standard manual

The Silicon ioi user and training manuals are not customized for the Licensee or the ioi User, nor are they tailored to Licensee's and User ioi's site-specific configurations and operating procedures. They are mostly written in English.

9.3 Parameterization by a VAR Expert only

The services of analysis of the Licensee's and ioi Users' needs, implementation of Silicon ioi on the Licensee's and ioi Users' site(s), the Customization, training and configuration are governed by the contractual relations existing between the Licensee and the VAR Expert. In this respect, the Licensee will ensure that the configurations set up by his employees with the VAR Expert are validated without delay, particularly with regard to the reports used, created or modified so that they faithfully reflect the information to be controlled.

SB emphasizes that settings not documented or specified as "internal" may not be changed unless expressly agreed or instructed by SB.

10.   Support, modalities

10.1   First level L1 support

The Licensee and ioi Users benefit from a first level L1 ioi support from the VAR Expert, under a service contract between the Licensee and the VAR Expert.

The use of the first level L1 ioi support implies prior training with respect to the modules installed with the ioi Users, and the payment of the price of all the subscriptions (and if necessary of the Hosting), subscribed by the Licensee.

10.2   Second level L2 support

Only the VAR Expert is entitled to second level L2 ioi support from SB, and only if the Licensee has paid all subscriptions (and if applicable Hosting) it has subscribed to.

10.3   Free version, trial version, demo version, academic version

There is no support for these versions unless specific terms are defined by SB on a user-by-user basis.

11. Silicon ioi Release Management Policy

11.1 Rhythm, numbering

Only SB decides on the rhythm of the Silicon ioi releases, which can be "major releases" or "minor releases". Major releases have a number or a name (example: V2022A). Minor releases are identified by an index attached to the major release, and possibly a release date (example: V2022A.01, whereby 01 is the identification of the minor release).

11.2 Work during updates

Major releases require conversion work on applications and modules used by the ioi User(s). SB provides tools to assist in the migration from one major release to another major release. Specific developments based on the standard Silicon ioi software will have to be reconsidered in terms of architecture and design, and will certainly have to be adjusted by the VAR Expert to be compatible with a new major version. To this end, the VAR Expert is provided with preparatory releases or preparatory information prior to the release of a new version, in order to facilitate or prepare for migrations if specific developments are in place at a Licensee or ioi User.

11.3 Migration to the latest essential version, support version

When a major version is released, the Licensee must plan the migration to this new major version because the previous major version only benefits from first level L1 ioi Support and second level L2 ioi Support during a limited period of time, announced by SB at the release of the new major version.

11.4 Software fixes

Only the latest major version will be patched to remove SB Bugs. Exceptionally, during the six months following the publication of the last major version, the previous version may receive patches for SB Bugs, SB being the sole judge of the decision in this regard.

11.5 Use of the latest minor essential version

Minor releases are used to make adjustments to a major release. ioi Users must always work with the latest minor version of a major version to benefit from SB Bugs fixes. These patches are made exclusively in English, unless it is a translation version.

11.6 Customization and minor releases

When a minor version is released, customizations based on the standard Silicon ioi software are not profoundly changed in their interface (API). Hence, only minor adjustments are required.

12. Minor version and documentation

When a minor version is released, the documentation is generally not updated. Only technical information in English may be produced, if SB so decides.

13. Specific developments

13.1 Compliance with the standard part

Developments relying on Silicon ioi or connecting to Silicon ioi must be done in a way that does not jeopardize the stability, performance, integrity and consistency of the data in Silicon ioi. The developments must follow the recommendations issued by SB. Be aware that customizations can alter or destroy data in an irremediable way.

SB declines any responsibility for customizations and their impact on the standard parts. Any unplanned behavior analysis and restoration work for a good behavior on these customised parts will always automatically be charged to the customer.

13.2 Obligation to use APIs (planned access interfaces)

Data alterations can only be performed via the official, published access interfaces (APIs).

13.3 Access through the database

Access through the database layer is accepted only for data consultation (read only, no writing) for the standard tables and fields of the application. Database writes are only allowed for tables and fields that are not part of the standard Silicon ioi tables.

Be careful to respect the terms of the "open" licenses of the database that is used. For example: A configuration that leads to a dependence on the Maria DB database leads to payment of the license to the editor of this database in line with its general terms of use. We advise you to use a format independent of the database brand.

13.4   Naming rules for customisations

For specific tables and fields created in the database, developers must follow an identification policy determined by SB.

The rule is that a prefix of 4 characters should be used for modules, applications, table and fields. Standard we recommend to use: 'CUST' as prefix.

13.5   Respect for the functioning of the software

Developers outside of SB may not place/delete/change fields, constrained tables or standard links that disrupt standard operation or decrease the performance of Silicon ioi.

13.6   Adaptation of interfaces during major releases

SB reserves the right to change the access interfaces (called APIs) with each new major release.

13.7   Data transfer between major releases

In some cases, during updates, developers may have to extract and reinject specific data in order to change versions.

14.   Risks related to data

14.1   Real risk, risk limitation

The Licensee and the ioi User are informed of the risk of loss of computer data, even with the use of anti-virus or other programs, which can never be considered as an absolute protection.

In order to minimize this risk, the Licensee and the ioi User shall take steps to make back-up copies of the data themselves at such rate as they deem necessary to minimize this risk, depending on their use of Silicon ioi. If the Licensee opts for Hosting, the Licensee and the ioi User shall nevertheless set up an additional daily back-up system independent of Hosting with a longer data retention period than that set up under Hosting. The data processed and encoded between the last valid back-up and its restoration will in principle be lost, a fact of which the Licensee and the ioi User are aware of. In order to minimize this risk, the Licensee and the ioi User will organize backups themselves at more frequent intervals. The Licensee and the ioi User will verify themselves that the backups are properly performed and that they allow for a quick recovery of the data in case of a problem.

14.2   Use of a backup copy

The Licensee and the ioi User are aware that the restoration of access to the data requires the use of a complete, unaltered backup copy of the data. If a complete, valid, backup copy of the data is not made available by the Licensee or the ioi User, the Licensee and the ioi User accept that the data managed by Silicon ioi shall be deemed lost, cannot be recovered and cannot be indemnified by SB.

14.3   Hosting by a third party outside of SB

If the Licensee chooses to use a Hosting service managed by the VAR Expert or by another third party, only the VAR Expert or the third party will be held liable, with the exclusion of SB.

15.   Security of data access

15.1   Identity theft

The Licensee and the ioi User declare to be aware of the fact that the risk of identity theft is real. Passwords are access barriers that nevertheless require a rigorous respect of absolute confidentiality principles, a high level of complexity of passwords, an up-to-date protection of access tools, and the implementation of systems against so-called hacking software. The Licensee and the ioi User declare to be aware of this necessity and to put in place by themselves a rigorous and sufficient level of security for all the ioi Users and for any other person having access to Silicon ioi in order to mitigate this risk.

15.2   Administration password

The Licensee shall carefully retain the administrator password for access to Silicon ioi and access to its email account linked to the email address provided. SB does not have a higher level master password that allows to bypass the access in the event of loss of the administrator password or loss or blocking of the email address provided by Licensee.

15.3   Follow-up of security guidelines

The Licensee and the ioi User must comply with the security guidelines issued by SB and/or the VAR Expert, particularly for the security systems that need to be set up and maintained for the hosted servers and their interconnections.

16.   Copyright and intellectual property

16.1   Strict respect of the author and his property

The Licensee shall inform the ioi Users and the third parties to whom it gives access that it is forbidden to copy, decode or publish the standard code of SB's software, including Silicon ioi. This code is the property of SB. Similarly, the internal structure of the software, the ways in which the flows are managed, the design of the interfaces and the processing methods are the intellectual property of SB. The right of use granted to the Licensee and the ioi Users does not give them the right to copy the elements listed above, nor to remove or alter any intellectual property mark related to Silicon ioi. In the event of infringement, the ioi Users and/or the Licensee will be sued for copyright infringement, certainly if any copied item(s) has/have been incorporated into a commercial product.

16.2   Code ownership

Under no circumstances may the Licensee, the ioi Users or third parties involved in the use of Silicon ioi request free provision, use or copying of the source code or license control codes.

16.3   Additional third-party software, compliance with rights of use

In the event that Silicon ioi is installed in conjunction with certain third party software, a document establishing the rights to use the third party software may be obtained from SB, it being understood that the Licensee and the ioi User(s) undertake to comply at all times with the provisions set out therein.

16.4   No seizure of the source code.

Even in the event of bankruptcy or judicial reorganization proceedings of SB, the source code is part of SB's assets and cannot be sold separately or seized by the Licensee or by ioi Users to secure their use of Silicon ioi.

17.   Limitation of liability of SB

17.1   Limitation

The Licensee and the ioi User(s) agree to use Silicon ioi at their own risk, Silicon ioi being provided as is, without warranty. SB does not warrant that the functions of the software will meet the Licensee's and the ioi User(s) expectations, nor does SB warrant that Silicon ioi will operate error-free. The Licensee and the ioi User(s) assume responsibility for the choice of Silicon ioi to achieve their objectives, as well as the use of the results obtained by Silicon ioi.

To prevent malfunctions during the installation or use of a new version, SB strongly recommends that the Licensee sets up procedures to validate the proper functioning of the software or its update in a test area. The set of tests must be very complete. This type of validation is called "Sandboxing" in the industry. It is up to the Licensee to set up the most relevant tests according to its use. Only after this thorough validation the update will be implemented for the real used configuration.

This procedure must be implemented in collaboration with the VAR expert.

17.2   Indirect damages

In no event shall SB be liable for any indirect, incidental, special or consequential damages or any other damages whatsoever (including, without limitation, damages for loss of business, business interruption, loss of data, etc.) arising out of the use of Silicon ioi.

In any event, SB's liability under these terms of use shall not exceed the total amount paid annually by Licensee for the use of Silicon ioi.

To prevent indirect damage when installing or using a new version, SB strongly advises that the Licensee sets up procedures to validate the proper functioning of the software or its update in a test area. The set of tests must be very complete. This type of validation is called "Sandboxing" in the industry. It is up to the Licensee to set up the most relevant tests according to its use. Only after this thorough validation the update will be implemented for the real used configuration.

This procedure must be implemented in collaboration with the VAR expert.

17.3   Software behavior defined by SB

SB alone has decided and programmed the behaviors and operating modes of each Silicon ioi module. These are software behaviors and operations set up by SB in standard situations. The Licensee and the the ioi User must use Silicon ioi in these intended situations to obtain the intended behavior and functions. SB is not liable if the intended situations and/or the intended functions have been misused, or if the software behavior has been altered by a third party external to SB.

17.4   Use for legal purposes only

SB cannot be held liable for the use of Silicon ioi for illegal purposes or as a support for management for illegal purposes. If SB detects such practices, it will unilaterally decide to terminate the right of use forthwith and without any compensation to the Licensee or the ioi User(s).

17.5   Responsibilities for customizations, alterations

The Licensee is solely responsible for the alterations he/she has made or has asked a third party to make, even if it is the VAR Expert.

17.6   Presence of bugs

The Licensee declares to be aware of the fact when developing software, programming errors inevitably occur. These programming errors are either attributable to SB Bugs or to third party software or hardware bugs (Third Party Bugs) such as the operating system, the database, communication systems, internet browsers, etc. The Licensee accepts that SB has no responsibility or will undertake no action to correct third party Bugs. The role of SB is limited to identify the third party at fault and communicate the errors to this third party. The Licensee accepts that the correction of SB Bugs is carried out by SB with a degree of urgency decided by SB alone, and only with regard to the latest official version of Silicon ioi.

17.7   SB Bugs Fix

SB Bug's detection and analysis are only performed in the latest official version of Silicon ioi. If an SB Bug is detected by an ioi User, it is advisable to first update to the latest official version of Silicon ioi to see if this SB Bug remains or not. Without this update to the latest official version, SB will not receive the patch request. The responsibility of SB is limited, in case of SB Bugs, to the provision of a patch for the latest official version of Silicon ioi.

17.8   Use of backups

If an SB Bug has corrupted data, the backup copies must allow restoring the original data to the version that existed before the corruption. SB's responsibility is limited to restoring the original data only if the backup copy set up by the Licensee at the ioi Users allows it.

17.9   Processing of patch requests

All requests for patches are handled exclusively through the VAR Expert, as part of the first level ioi L1 Support. The SB Publisher will refer any request that is erroneously addressed to the Expert VAR.

17.10   Documentation for Bug Analysis

The analysis of an SB Bug by SB implies the prior communication by the Licensee of sufficient documentation to reproduce the situation that generated the SB Bug. The analysis of SB Bugs will require, if necessary, the transmission of a copy of the Licensee's and/or the User's data or server, for examination by the VAR Expert and/or SB. The elements transmitted for this purpose will be kept for six months in secure areas, then destroyed except in the event of a prior dispute, in which case they will serve as evidence.

17.11   Bypassing interfaces

SB declines all responsibility in the event of interventions or transactions being carried out without using the screens or interfaces (API) provided for this purpose, particularly if the interventions are carried out at the database level or at even lower levels.

18.   Performance of Silicon ioi

18.1   Processing chain

The Licensee and the ioi User accept that the final performance of the use of Silicon ioi is dependent on a chain of processing and communications between the location of the server and the location of use of Silicon ioi. The final performance of Silicon ioi depends on which link in this chain has the lowest performance. In the event of a loss of performance, the Licensee will use the VAR Expert to identify and remedy the link. The Licensee agrees to make the necessary investments, additional subscriptions and/or topology changes required to restore Silicon ioi to optimal performance.

18.2   Interdependence of performance

SB is not responsible in any way for any decrease in performance caused by software installed by third parties (including the VAR Expert or the User ioi), or whose behavior is altered.

18.3   Adjustment of the servers used

SB underlines that the specifications of the servers used must be in line with the variation of the number of users and the power consumed by the processes that are carried out. The Licensee will adjust his subscription according to his expectations in terms of performance. Be careful that some changes in hosting inevitably cause downtime and migration costs at the expense of the Licensee.

This is especially the case if there is a change of host or a change of topology, for example from a VPS (virtual private server) to a dedicated server or vice versa.

SB also points out the big difference in the load on the hosting servers between the installation period and the transition to real use.

18.4   Internet access adjustment

SB underlines that the specifications of the Internet access on each site or access point must be in accordance with the solicitation caused by the number of users and the volume of data to be transferred both in and out.

SB strongly recommends a symmetrical fiber optic connection when there are more than 4 users.

The Licensee shall also ensure that the bandwidth dedicated to accessing the Silicon ioi Software is sufficient and preserved continuously during usage.

18.5   Tablet workstation access material

The Licensee must provide users with processing devices in correspondence with the work to be done. (Workstation, tablet, smartphone)

For a regular and daily use, a recent and powerful workstation with a very good screen resolution is essential.

For a reliable and occasional use, a recent but still good resolution tablet should be provided.

For occasional consultation use with very low update processing, a recent smartphone may be suitable.

Please note that for intensive scanning (bacoding), devices with dedicated barcode scanners must be used.

All these devices can only work in a fixed or mobile way if the network coverage is continuous, permanent and excellent.

18.6   Unauthorized Internet Browser

SB defines which internet browsers are not authorised or are not recommended. This list can be changed without prior notice.

18.7   Interfacing with devices, automats.

The ioi software requires in some situations local server or processing devices connected to the central server where the ioi software is hosted. These must be purchased and installed by the Licensee.

This is especially the case for

- Labeling
- Automated volume printing.
- Connection to payment devices
- The connection to measuring devices or automats.
- Connection to processing or monitoring devices.

18.8   Performance audit

Any performance audit requested from SB as a result of a drop in Silicon ioi performance caused by the alteration of the software behavior or the production of documents or output files, will be carried out through the VAR Expert, upon acceptance of a paying order.

19.   Maintenance of Silicon ioi

19.1   Maintenance required

The Licensee and the ioi User are hereby informed of the need for SB to carry out maintenance operations, requiring downtime for the operation of Silicon ioi. It will be up to the Licensee to agree with the VAR Expert on the dates and times of maintenance operations, including the time necessary for the Licensee and/or the ioi User to make a complete backup copy and the time necessary to restore data in the event of a problem. In addition, said maintenance operations will be carried out during the opening hours of the VAR Expert, unless otherwise agreed between the VAR Expert and the Licensee.

19.2   Unavoidable downtime

The Licensee shall bear the consequences of any downtime required for Silicon ioi's maintenance operations. This is also the case for update missions in order to correct bugs.

20.   Hardware and software modifications.

The Licensee and the ioi User must, before making any changes in the software configuration or hardware used (such as a change of operating system, addition of third party software, software upgrade, change of hosting, ...), ask the VAR Expert, as part of the first l L1 ioi support, if these changes are compatible with Silicon ioi's recommendations for proper operation. If not, the Licensee and the ioi User may not proceed with the changes to the software configuration or the hardware used. If they nevertheless proceed with these changes, they alone will be liable for the consequences, with the exclusion of SB.

21.   Non-poaching of personnel

21.1   Non-poaching

Unless otherwise agreed in writing between the parties, the Licensee and the ioi User agree not to poach SB's staff for a period of one year from the date of installation and each update of Silicon ioi, it being understood that any additional order from the Licensee and any tacit renewal of the right of use shall be considered as constituting a new installation.

21.2   Compensation

Unless otherwise agreed in writing by the parties, in the event of a breach of the said provision, the Licensee and/or the ioi User shall pay compensation to SB who lost the staff member, equivalent to one year's gross salary of the staff member concerned. This payment shall be due on the first day of the staff member's arrival at the Licensee's or the ioi User's premises, or at a subsidiary controlled by them.

22.   Titles

The descriptions or headings of the various articles and paragraphs of these terms of use have been inserted solely for reasons of clarity of the text and may in no way be considered an integral part of

these terms of use or as being able to define, limit or circumscribe in any way the scope or purpose of the specific article or paragraph to which they refer.

23. Partial validity

If one or more of the provisions of these Terms of Use should be rendered invalid or ineffective by applicable law, this shall not affect the validity or effectiveness of the remaining provisions, nor shall it affect the validity or effectiveness of the valid part of the provision concerned.

24. Applicable law

These terms of use are governed in their entirety by Belgian law.

25. Mediation and competent jurisdiction

Any dispute relating to the conclusion, validity, interpretation or execution of these terms of use shall first be the subject of an attempt at amicable settlement, through the intermediary of an accredited mediator, registered with the roll of lawyers of a Belgian Bar. The mediator shall be appointed by mutual agreement of the parties or, failing that, by the President of the Liège Commercial Court (Liège Division) (Belgium), at the request of the most diligent party. The mediator's expenses, if any, shall be shared equally between the parties, unless otherwise agreed.

If the mediation is not successful within 60 days after the sending of a registered letter specifying the object of the dispute, the dispute will be decided by the courts of the judicial district of Liege (Division Liege) (Belgium).