

BAGAAR - General Terms and Conditions

1. APPLICABILITY

These Terms and Conditions shall apply to all Quotations (as defined below) and contracts provided and entered into by Bagaar and the Customer, except when other contractual arrangements are made between Bagaar and the Customer.

The general terms and conditions of the Customer are not applicable and are therefore expressly excluded, even if such general terms and conditions would contain a similar clause.

The Customer has previously been informed of these Terms and conditions and has accepted all provisions thereof. Bagaar reserves the right to modify unilaterally and at any time these Terms and Conditions. In any event, Bagaar will notify any such amendments or changes in writing (including without limitation by e-mail) to the Customer (the "**Notification Date**"). Any such amendments or changes will be effective as of the Notification Date for any orders submitted by the Customer after the Notification Date.

2. EXECUTION OF THESE TERMS AND CONDITIONS

2.1 Provision of the Services and Deliverables

Bagaar shall provide certain Services and/or Materials to the Customer under the provisions of these Terms and Conditions.

a) Unless explicitly otherwise agreed, all obligations of Bagaar with regard to the provision of the Deliverables are considered to be best efforts obligations ("*middelenverbintenissen*" / "*obligations de moyen*"). The Customer agrees that Bagaar shall exercise its activities and execute its obligations relating to the Deliverables as an independent service provider.

b) In case it is agreed upon by the Parties that the development of the Services will be executed in different phases, Bagaar has the right to suspend the development of the subsequent phase until the Customer has accepted the results of the preceding phase in accordance with Article 2.3 and has complied with all other obligations related to this phase.

c) Bagaar shall deliver the Deliverables on the delivery date as mutually agreed upon by the Parties. If the execution of or delivery of the Deliverables is delayed or otherwise affected due to the Customer (or a third party acting under Customer's control or on Customer's behalf) including but not limited to any non-compliance with Article 2.2, any costs incurred by Bagaar and all consequences resulting therefrom shall be borne by the Customer. In any event the Customer shall timely notify Bagaar of any circumstances which may affect Bagaar's obligations, in particular with respect to the execution, timing, pricing and progress of the Deliverables.

2.2 Customer cooperation

a) The Customer acknowledges and agrees that the execution of and/or the development of the Deliverables is dependent on the Customer's cooperation and the Customer agrees to cooperate with Bagaar to enable Bagaar to adequately perform its obligations under these Terms and Conditions. Such cooperation shall include, without limitation (i) making available on a timely basis management decisions, information, approvals and acceptances; (ii) providing accurate and complete information and (iii) at no cost to Bagaar, providing the appropriate office environment (in accordance with applicable law) and technical environments and deploying sufficient qualified personnel.

2.3 Acceptance

a) Upon delivery of the Deliverables by Bagaar, the Customer has the responsibility to conduct (i) the acceptance tests as mutually agreed upon by the Parties in writing, or (ii) the business and technical compatibility tests in the event Parties have not specified any acceptance tests to verify whether the Deliverables meet the Specifications. The Customer shall notify Bagaar immediately after the delivery and in any event within the Acceptance Period in writing of any and all material defects that prevent the Deliverables from meeting the Specifications (the “**Defects**”).

b) The Customer will be deemed to have accepted the Deliverables unconditionally in the event: (i) the Customer has not notified any Defects to Bagaar within the Acceptance Period; (ii) the Customer informs Bagaar in writing during or after the Acceptance Period of its acceptance of the Deliverables; (iii) the Customer unreasonably delays the Acceptance Tests and/or (iv) the Customer starts using the Deliverables or any part thereof at any time for operational and/or productive purposes regardless of whether the Customer has explicitly accepted the Deliverables. Following such acceptance by the Customer, Bagaar shall be deemed to have delivered the Deliverables in accordance with the Specifications. The Deliverables shall not be deemed to have failed to perform in accordance with the Specifications in the event of any deficiency which is (i) not attributable to Bagaar or the Deliverables; or (ii) was discovered by the Customer in a previous acceptance testing but not notified to Bagaar or which should have been discovered by the Customer; or (iii) which is minor in nature, provided a remedial plan to correct such errors is in place.

c) To the extent Bagaar accepts in its reasonable discretion the qualification by the Customer of a Defect, Bagaar will use all reasonable efforts to remedy any Defects that are notified in accordance with (a) within a reasonable term. As from the moment Bagaar informs the Customer of the correction of the Defects, the Deliverables will be deemed accepted by the Customer. If Bagaar indicates it will not be able to correct the Defects within a reasonable term, the Parties shall enter into good faith discussions on the necessary next steps to be taken.

2.4 Acceptance of non-Bagaar Materials

a) Hardware shall be deemed accepted by the Customer as from the moment of delivery at the place of delivery agreed upon by the Parties, unless the Customer, at the time of the delivery, notifies Bagaar of any Defects in writing on the document which the Customer has to sign for receipt.

b) Any repair of Defects of non-Bagaar Materials are subject to the warranties or other contractual terms of the third party concerned, if any. The Customer acknowledges and agrees that, to the extent permitted by applicable law, Bagaar does not accept any obligations, nor provide any warranties, with respect to any non-Bagaar Materials.

2.5 Transfer of risk and title

a) The risk of loss of or damage to the Deliverables transfers to the Customer upon delivery by Bagaar. If the Customer fails to accept delivery of the Deliverables or if Bagaar is not able to timely deliver the Deliverables due to the Customer failing to provide appropriate instructions, documents, licenses or authorisations, the risk of loss of or damage to such Deliverables shall transfer at the moment Bagaar attempts to deliver the Deliverables.

b) All Deliverables shall remain the sole property of Bagaar and Bagaar will not grant any rights to the Customer until all Fees relating to Deliverables have been paid by the Customer in full.

3. PAYMENT TERMS

3.1 Invoicing

a) Bagaar shall charge (i) all expenses, travel costs and other reasonable business expenses incurred by Bagaar and (ii) any third party materials used in the Deliverables at cost to the Customer. In case of exceptional travel requirements Bagaar shall, if reasonably possible, obtain the Customer’s prior approval.

b) The Fees may be subject to an annual adaptation on January 1st of every year. The Fees may be increased by a percentage equivalent to the aggregate percentage increase in the Agoria “refertelonen landsgemiddelde” index or if the Agoria index is no longer published, the index replacing it or failing such index by another index reflecting the increases of labour cost. A negative index shall have no impact on the Fees. Bagaar has no obligation to inform the Customer prior to such adaptation.

c) All Fees shall be invoiced by Bagaar according to the invoicing schedule as agreed upon by the Parties in the Quotation.

3.2 Payment

a) All amounts due are payable within thirty (30) calendar days following the date of invoice. All payments must be made in EURO, through bank transfer on the bank account number mentioned on Bagaar's invoice, including the required references. All payment obligations are non-cancellable and all amounts paid are non-refundable.

b) In the event the Customer disputes any portion of an invoice, the Customer shall notify Bagaar of such disputed amount and the basis for the Customer’s dispute within fifteen (15) calendar days from the invoice date (failure of which shall result in the invoice being irrevocably deemed accepted by the Customer), together with any appropriate information supporting the Customer’s position, and the undisputed portion shall be paid as provided herein.

c) In the event any sums due remain unpaid on the due date, the following shall apply automatically and without any formal notice being required:

- i. all amounts not paid when due shall bear a late payment interest of 1% per month, with a minimum of 25 EURO, increased with a fixed compensation of 10% of the outstanding amounts, whereby each month started shall count as a complete month;
- ii. all amounts due shall become immediately payable, regardless of the agreed payment terms;
- iii. Bagaar is entitled to suspend the performance and discontinue the development or delivery of the Deliverables.

4. Confidential information and Customer Data

4.1 Confidentiality

a) All software, plans, documents, know-how, data and other information relating to a Party’s business, technology, products or services or other proprietary or confidential information provided by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) under these Terms and Conditions shall be considered and treated as confidential (the “**Confidential Information**”). The Confidential Information remains at all times the property of the Disclosing Party.

b) The Receiving Party shall (i) only use such Confidential Information for the purposes of complying with its obligations under these Terms and Conditions; (ii) store such Confidential Information with at least the same level of care applied when storing its own Confidential Information, and in no case with a less than reasonable level of care; and (iii) not disclose such Confidential Information to any third party.

c) The confidentiality obligations as specified in this Article 4.1 shall not apply to information which: (i) has become publicly known in a way other than by violation by the Receiving Party of its obligations under these Terms and Conditions; (ii) was disclosed to the Receiving Party by a third party that is not under any obligation of confidentiality to the Disclosing Party; (iii) was developed by the Receiving Party independent of the Disclosing Party’s Confidential Information, or was already known by the Receiving Party prior to the information being disclosed by the Disclosing Party; and/or (iv) is disclosed with the written consent of the Disclosing Party.

d) Notwithstanding Article 4.1(a), the Receiving Party may disclose the Confidential Information to its employees, consultants and suppliers which are directly involved with and/or should be informed of such

Confidential Information for the execution of the Receiving Party's obligations as set forth in these Terms and Conditions. The Receiving Party shall impose on them confidentiality obligations which are at least similar to those included in this Article 4.1.

4.2 Customer Data and Personal Data

a) The Customer is fully and solely responsible for the content of the Customer Data. The Customer warrants that the Customer Data, and Bagaar's access to and processing of the Customer Data in the context of the development of the Deliverables in accordance with these Terms and Conditions, do not violate any laws or regulations and/or any third party rights.

b) If, and to the extent, Bagaar is provided access to any Personal Data and/or must process any Personal Data on the Customer's behalf when performing its obligations under these Terms and Conditions, the Parties record their intention that the Customer shall act as "data controller" and Bagaar shall act as "data processor", as specified in the Data Protection Act and in any such case:

- i. Bagaar acts exclusively on behalf of and upon the lawful instructions of the Customer;
- ii. the Customer acknowledges and agrees that the Personal Data may be transferred or stored in any country of the European Union, in order to carry out Bagaar's obligations under these Terms and Conditions;
- iii. the Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Bagaar so that Bagaar may lawfully use, process, store and transfer the Personal Data in accordance with these Terms and Conditions;
- iv. the Customer shall ensure that the relevant third parties have been informed of, and have signed the appropriate legal mechanisms to such use, processing, storage and any lawful instructions reasonable given by the Customer from time to time;
- v. the Customer acknowledges and agrees that the Personal Data shall be shared with Bagaar's employees, representatives, officers, directors, agents, advisors, affiliates, subcontractors and consultants who have a need to know such data for the purpose of providing technical support;
- vi. Bagaar and the Customer shall each take the appropriate technical and organizational measures which are required to protect the Personal Data against accidental or unauthorized destruction, accidental loss, as well as against any modification of or access to, and any other unauthorized processing of the Personal Data;

c) Unless explicitly agreed otherwise, the Customer is solely responsible for the safety and security of the Customer Data, and for making the necessary back-ups in order to avoid loss and/or corruption of the Customer Data. In case of loss or corruption of the Customer Data due to the Deliverables, Bagaar is only obliged to provide the Customer with the most recent available back-up, if any. Under no circumstances shall Bagaar be obliged to input or reconstruct any lost or corrupted Customer Data.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Customer IPR

a) The Customer grants, Bagaar a non-exclusive, worldwide, royalty free, sub-licensable license to use, copy, store, transmit, reproduce and display the Customer Data and any IPR relating thereto solely as strictly necessary for the purposes of executing its obligations under these Terms and Conditions.

b) The Customer is and shall remain the sole owner of all the rights, titles and interests to Customer Data and of any and all IPR pertaining thereto. Nothing contained in these Terms and Conditions shall be construed to confer upon Bagaar any right, title or interest in or to any such Customer Data or IPR thereto or any right, by license or otherwise, to make, or permit others to make any use thereof other than as expressly permitted by the Customer.

5.2 Deliverables

a) **Pre-existing IPR.** Bagaar and its licensors shall remain the sole owner of all IPR existing prior to the execution of the Deliverables (the “**Bagaar Pre-Existing IPR**”). Bagaar Pre-Existing IPR includes but is not limited to the proprietary tools, methodologies, materials, know-how, processes, technologies, modules, components, programs, analysis, frameworks developed or used by Bagaar prior to or developed independently from these Terms and Conditions, including enhancements and improvements to the aforementioned tools and materials which Bagaar develops in the course of the execution of the Deliverables. To the extent any Design Deliverables contain any Bagaar Pre-Existing IPR, Customer shall be granted a personal, restricted, non-exclusive, non-transferrable, non-assignable license without the right to sublicense, to use such Bagaar Pre-Existing IPR to the extent strictly necessary to be able to use the Design Deliverables and provided such Bagaar Pre-Existing IPR to at all times remains embedded in the Design Deliverables.

b) Deliverables.

- i. **General ideas.** Bagaar shall be free to use any general ideas, concepts, methodologies, processes and know-how developed or created by Bagaar in the course of executing the Deliverables.
- ii. **Design Deliverable.** Subject to the timely payment of the Fees, the final Design Deliverable and any and all IPR or other industrial or similar rights pertaining thereto, whether registered or unregistered and throughout the world, shall automatically, irrevocably, unconditionally, exclusively and without limitations whatsoever be transferred to the Customer immediately upon their creation. For the avoidance of doubt, it is specified that such Design Deliverable shall not include the designs that were not selected by the Customer during the provision of the Design Services by Bagaar.
- iii. **Technical Deliverables.** Subject to the timely payment of the Fees, Bagaar transfers all IPR on or to the Specific Developments, in full ownership and irrevocably to the Customer, and this immediately and unconditionally from such time as these Specific Developments are developed. Bagaar shall conclude the agreements required for the transfer of the Specific Developments (the “**Transfer**”) with its personnel. The Fees received by the Customer amongst others, is intended as remuneration for Bagaar for this Transfer. Bagaar undertakes, when the Customer requests this, to sign each document or to satisfy each formality, which may be reasonably required in order to perform the aforesaid Transfer. The Customer grants Bagaar a non-exclusive, non-transferrable, worldwide, irrevocable and royalty-free license to use such Specific Developments.

In the provision of the Services, Bagaar may create and/or improve materials that are generic, reusable or are useful for the development of the general roadmap of one or more other products, tasks and projects of Bagaar. Such materials provided to the Customer under these Terms and Conditions are defined as “**Generic Developments**”. The Customer agrees that all Generic Developments and all IPR pertaining thereto will be the exclusive property of and will belong to Bagaar. Upon full payment of the Fees, Bagaar will be deemed to grant to the Customer a non-exclusive, worldwide, perpetual, irrevocable and fully paid up license to use, modify, adapt, sublicense and otherwise exploit the Generic Developments solely for use with the Technical Deliverables and further exploitation of the Specific Developments.

- iv. All rights in and to the Deliverables not expressly granted to the Customer in these Terms and Conditions are reserved by Bagaar and its licensors.

c) **Open Source Software.** The Customer acknowledges and agrees that Bagaar may use and/or may integrate Open Source Software in the Deliverables. Bagaar will inform the Customer of any open source license terms applicable to such Open Source Software. The use of the Deliverables by the Customer must at all times be in compliance with such license terms.

6. LIABILITY - DISCLAIMER

6.1 **Direct damages.** Without prejudice to and without limiting Articles 6.2 or 7, Bagaar’s aggregate liability arising out of or in connection with these Terms and Conditions, whether in contract, warranty, tort (including negligence, product liability or other theory), or otherwise, shall not exceed 100% of the Fees (excluding taxes and expenses) paid to Bagaar by the Customer for the Deliverables during the

preceding twelve (12) month period. Nothing in this Agreement shall limit or exclude Bagaar's liability resulting from (i) gross negligence; (ii) wilful misconduct; (iii) fraud, or (iv) the indemnification obligation as set forth in Article 7.

6.2 **Indirect damages.** In no event shall Bagaar be liable for any indirect damage and/or consequential damage, such as but not limited to loss of profit, loss of income, loss of anticipated savings, loss of opportunity, loss of customers, claims of customers or other third parties, damage as a result of loss and/or corruption of data, loss of goodwill and reputational damage.

6.3 **Disclaimer.** The Customer acknowledges and agrees to the following:

- All Deliverables executed by Bagaar are developed solely on the instructions of the Customer. Bagaar cannot be held liable in the event the Specifications or the Deliverables would violate any applicable legislation and Bagaar shall not be obliged to verify any applicable legislation;
- Bagaar shall in no event be responsible for the production of a final product in the execution of the Deliverables and shall only (if applicable) provide a proof of concept, which is by no means intended to be marketed directly by the Customer.

6.4 **No warranties.** Unless otherwise agreed upon by Bagaar in writing and without prejudice to Article 2.3, Bagaar makes no representations or warranties regarding the condition or functionality of the Deliverables, its suitability for use, or that the Deliverable will be uninterrupted or error-free. Without limiting the foregoing, the Deliverable and any information or content relating thereto is provided "AS IS" without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, or fitness for a particular purpose.

7. INDEMNIFICATION

7.1 Bagaar shall defend and indemnify the Customer against any founded and well-substantiated claims brought by third parties to the extent such claim is based on an infringement of the IPR of such third party by the Deliverables and excluding any claims resulting from (i) any unauthorized use of the Deliverables by the Customer, (ii) the Customer's or any third party's modification of any of the Deliverables, (iii) the Customer's failure to use the most recent version of the Deliverables made available to him, (iv) the Customer's use of the Deliverables in combination with any non-Bagaar products or services or (v) the Deliverables having been developed to the Customer's design or incorporating documents, materials, ideas, data or other information, provided by or on behalf of the Customer.

7.2 Such indemnity obligation shall be conditional upon the following: (i) Bagaar is given prompt written notice of any such claim; (ii) Bagaar is granted sole control of the defense and settlement of such a claim; (iii) upon Bagaar's request, the Customer fully cooperates with Bagaar in the defense and settlement of such a claim, at Bagaar's expense; and (iv) the Customer makes no admission as to Bagaar's liability in respect of such a claim, nor does the Customer agree to any settlement in respect of such a claim without Bagaar's prior written consent. Provided these conditions are met, Bagaar shall indemnify the Customer for all damages and costs incurred by the Customer as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by Bagaar pursuant to a settlement agreement.

7.3 In the event the Deliverables or any part thereof, in Bagaar's reasonable opinion, is likely to or become the subject of a third-party infringement claim (as per this Article 7), Bagaar shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the) Deliverables so that they become non-infringing while preserving equivalent functionality; (ii) obtain for the Customer a license to continue using the Deliverables in accordance with these Terms and Conditions; or (iii) terminate the further execution of the Deliverables and pay to the Customer an amount equal to a pro rata portion of the Fees for that portion of the Deliverables which is the subject of such infringement.

7.4 The foregoing states the entire liability and obligation of Bagaar and the sole remedy of the Customer with respect to any infringement or alleged infringement of any IPR caused by the Deliverables or any part thereof.

7.5 The Customer hereby agrees to indemnify and hold harmless Bagaar and its current and future affiliates, officers, directors, employees, agents and representatives from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, that it or any of them may incur by reason of, or arising out of, any claim which is made by any third party with respect to (i) any breach or violation by the Customer or any provisions of these Terms and Conditions or (ii) fraud, willful misconduct or gross negligence committed by the Customer or its personnel.

8. **SUSPENSION**

9.1 Bagaar is entitled to suspend the further execution of the Deliverables in whole or in part, with immediate effect, if the Customer fails to comply with one or more of its obligations and fails to cure such breach within a period of thirty (30) calendar days following notice thereof by Bagaar.

9. **MISCELLANEOUS**

9.1 **Assignment.** The Customer may not assign or transfer these Terms and Conditions or any rights or obligations to any third party. Bagaar shall be free to (i) transfer or assign (part of) its obligations or rights under these Terms and Conditions to one of its Affiliates and (ii) to subcontractor performance or the support of the performance of these Terms and Conditions to its Affiliates, individual contractors and to third party service providers without prior notification to the Customer.

9.2 **Non-exclusivity.** Nothing in the Agreement restricts or hinders the possibility for Bagaar to provide any services and/or materials to third parties, or to develop materials for itself or third parties which may compete with the Deliverables.

9.3 **Entire Agreement - Successors - Paragraph Headings – Severability - Waiver.** These Terms and conditions issued hereunder constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements (with the exception of the Framework Agreement, if any), whether oral or written, between the Parties with respect to such subject matter. These Terms and Conditions shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. The paragraph headings of these Terms and Conditions are included merely for reference and are not to be used in interpreting Terms and Conditions. The provisions of these Terms and Conditions are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby. Any failure to enforce any provision of these Terms and Conditions shall not constitute a waiver thereof or of any other provision.

9.4 **Publicity.** Use by one Party of the other Party's name, logo, trade name or trademarks in any public announcements or for promotional, advertising or other purposes, shall require the other Party's prior written approval (such approval not to be unreasonably withheld).

9.5 **Force Majeure.** A Party shall not be liable for delays or failure to perform its obligations under these Terms and Conditions, if such delay or failure is caused by Force Majeure. "**Force Majeure**" is any event beyond the reasonable control of one of the Parties that affects the execution of its obligations under these Terms and Conditions, including but not limited to, natural disasters, riots, war and military operations, national or local emergencies, actions or omissions of the government, economic disputes of whatever nature, actions of employees, fire, flooding, lightning, explosions, collapses, the reduced or non-functioning of networks, systems and equipment of third parties. The Parties explicitly agree that any non-payment by the Customer of the Fees, shall not qualify as Force Majeure. The Party invoking Force Majeure, must immediately notify the other Party in writing of these circumstances. The execution of the obligation that cannot be carried out due to Force Majeure, will be suspended for the duration of the Force Majeure and must be resumed as soon as the Force Majeure has disappeared. The Party invoking the Force Majeure, must also notify the other Party of the cessation of these circumstances.

9.6 **Independence.** No employment, partnership, temporary partnership, joint venture or agency form exists between the Parties as a result of these Terms and Conditions.

9.7 **Applicable law and jurisdiction.** The Agreement is governed by and will be interpreted in accordance with Belgian law, without giving effect to any laws of conflict. Any dispute with respect to the validity, interpretation or execution of the Agreement will be finally settled by the competent courts of Antwerp, section Antwerp.

10. DEFINITIONS

The following definitions shall apply to these Terms and Conditions, unless the context necessarily requires otherwise:

Acceptance Period: means the period following the delivery of a Deliverable by Bagaar during which the Customer must notify Bagaar of possible Defects. Unless otherwise agreed upon between the Parties, the Acceptance Period is two (2) weeks for reports, studies and other documents, and one (1) month for other Deliverables;

Affiliate: has the meaning as specified in article 11 of the Belgian Company Code;

Article: shall mean an article of these Terms and Conditions;

Customer Data: means the set of data, documents and any and all other content or materials belonging to the Customer that is supplied or made available to Bagaar in the course of the execution of the Deliverables;

Data Protection Act: means the Belgian Act of 8 December 1992 on privacy protection in relation to the processing of personal data, and its executing decrees and implementing orders;

Defects: has the meaning as specified in Article 2.3;

Deliverables: means Services and/or Materials, as the case may be;

Design Deliverable: means the specific graphic and product design deliverable that has been selected by the Customer resulting from the provision of Design Services by Bagaar;

Design Services: means any design Services provided by Bagaar relating to graphical 2D and 3D casing design;

Electronics: means the embedded software, lay-out of printed circuit boards as part of the Deliverables;

Fees: means any and all amounts due by the Customer to Bagaar in consideration for the Deliverables;

Framework Agreement: means the framework agreement signed by both Parties for the delivery of any Deliverables;

Generic Developments: shall have the meaning as set forth in Article 5.2;

Hardware: means the equipment, replacement parts, accessories (including any (system) software integrated in the equipment) and accompanying documentation, if any;

Intellectual Property Rights (IPR): means any and all now known or hereafter existing (a) rights associated with works of authorship, including but not limited to copyrights, copyrightable works (including but not limited to mask work rights) and moral rights; (b) trademarks, trade dress, trade names, corporate names or service mark rights; (c) trade secret rights and other confidential information (including but not limited to ideas, information, improvements, specifications, drawings, programmer notes, discoveries and proposals); (d) patents, patent disclosures, and inventions (whether patentable or not) know-how and industrial property rights; (e) logos, layout design rights, design rights, database *sui generis* right, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; whether registered or not, (f) computer software programs (including but not limited to source code and object code), data, databases and documentation thereof and (g) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world;

Materials: means all materials or works to be provided by Bagaar to the Customer as mutually agreed by the Parties such as (but not limited to) Hardware, software, firmware, products, studies, reports, drawings, specifications, programs, tools, and documentation;

Open Source Software: means software that is distributed with free access to its source code and/or whereby the recipient has an obligation to ensure that any subsequent distribution of the software (and of the source code of the software, if required by the applicable open source licensing conditions) occurs under similar terms and conditions;

Personal Data: has the meaning as specified in the Data Protection Act;

Quotation: means a form of quotation submitted by Bagaar to the Customer in which these Terms and Conditions are or are deemed to be incorporated;

Services: means the services to be provided by Bagaar to the Customer as mutually agreed by the Parties;

Software: means the software (in both source and object code form) provided by Bagaar as part of the Deliverables. Software shall include without limitation all modules, applications, routines and sub routines thereof and all source and other preparatory materials relating thereto, including but not limited to user requirements, functional specifications and programming specifications, algorithms, flow charts, logic, logic diagrams, file structures, coding sheets, coding and including any relevant manuals or other documentation and computer generated works and any other written, pictorial or graphic materials;

Specifications: means any written functional, technical, design or other specification applicable to the Deliverables, as mutually agreed by the Parties;

Specific Developments: means any part of the final Technical Deliverables that are fully completed other than Generic Developments that are designated explicitly to be Customer specific in the relevant Quotation;

Technical Deliverables: means the Software and Electronics.