GENERAL TERMS OF USE – GDSO Platform Testing Environment Version

FRAMEWORK

By accessing the Platform (https://gdso.org/Members-description/Technical-documentation), you will be subject to the application of one of the following general terms of use governing access and/or use of this Platform :

- where access and/or use of the Platform is for the purpose of testing the Services of the Platform and the integration of the Platform into the User Application, the Testing GTU apply (available here) and the creation of a Developer Account is required.

- where access and/or use of the Platform is for the purpose of benefitting from the Services and accessing the Content, the GTU apply (available here) and the creation of a Legal Entity Account is required.

Furthermore, a Developer Account may be paired with a Legal Entity Account in order for the User to implement the integration of the Platform into the User Application in the production environment.

In order to access the Content through the Platform, a Legal Entity Account will need to conclude Commercial Agreements with GDSO Members. It therefore being understood that neither the Testing GTU or the GTU shall apply to the exchange of Content nor the terms and conditions thereto, apart from the conditions governing the access and use of the Platform.

1. Purpose

These general terms of use for testing of the Platform – API and Datasets Samples - (hereinafter, the "**Testing GTU**") constitute the conditions applicable to the Services (as defined in article 2 below) provided by the international non-profit association Global Data Service Organisation for Tyres and Automotive Components, having its registered office at Avenue d'Auderghem 22-28 box 9, 1040 Etterbeek, registered at the Crossroads Bank for Enterprises under number 0780.817.435 (Brussels Register of Legal Entities) (hereinafter "**GDSO**"), to the user (hereinafter the "**Testing User**"), being the individual having created a Developer Account on the platform https://manage.testing.gdso.org (hereinafter the "**Platform**").

The purpose of the Testing Services offered on the Platform is to enable the Testing User to test and access the Testing Services offered by GDSO, for a certain period and under limited conditions of use, in connection with their website, mobile application, business solution or any other information system (the "**User Application**"). These Testing GTU are applicable and apply to any use of the Datasets Samples accessible on the Platform.

By accepting the Testing GTU and thus by starting and/or continuing to use the Platform or benefitting in any other manner from the Testing Services provided by the Platform, the Testing User, will be bound by the applicable provisions of the Testing GTU and GDSO's privacy policy (available here).

GDSO and the Testing User may hereinafter also jointly be referred to as the "**Parties**" or each individually as a "**Party**".

2. Definitions

"**API**" refers to the application programming interface that formats, encrypts, and decrypts the messages transferred between the User Applications and the Testing Content, as specified in the applicable Documentation and that may be provided to the Testing User on the Platform as software in an object code, code sample or extract code format.

"**Datasets Samples**" refers to the datasets samples of the respective GDSO Members that are either directly accessible via the Platform, or accessible via the APIs for testing purposes only.

"**Developer Account**" refers to the account created by the Testing User on the Platform enabling them to access the Testing Services.

"**Documentation**" collectively refers to the operating instructions, instruction manuals, and any other documents, in a written or an electronic form, made available on the Platform for each available Testing Service (with the exception of Testing Content).

"**GDSO Brands**" refers to any trademarks, service marks, logos, trade dress, trade names, and service names of which GDSO is the holder.

"**GDSO Members**" refers to members of GDSO.

"**Testing Content**" refers to the various elements to which GDSO Members give access through its Datasets Samples and/or API services.

"**Testing Services**" refers to the APIs and/or the respective Datasets Samples made available to the Testing User, for tests or information access purposes, by GDSO on the Platform under the conditions of these Testing GTU.

3. Access to the Platform / Testing Services and creation of a Developer Account

Without any Developer Account, the access to the API explanation and related documentation via the GDSO website (available here) is free and public.

Access to the Testing Services offered on the Platform requires the creation of a Developer Account. When creating a Developer Account, the Testing User is requested to accept these Testing GTU and GDSO's privacy policy.

When creating a Developer Account, the Testing User undertakes to provide accurate information. The automated creation of accounts and/or the creation of accounts using a false identity is forbidden.

The Testing User is responsible for preserving the confidentiality of their username and password enabling it to access the Developer Account. In the event of loss or theft, or if the Testing User believes that a third party may have accessed or hacked the Developer Account,

the Testing User undertakes to modify their username and/or password or contact GDSO for support.

The Testing User is responsible for the use of the electronic messaging account (email) that they provided when creating their Developer Account. They shall ensure that this email address is valid and is not used by a third party.

Upon the creation of a Developer Account, the Testing User shall be allowed access to the Platform at GDSO's discretion and use its functionalities for testing purposes only, in a testing environment.

     i.   Developer Account creation

The data required to create a Developer Account are the following:

- Surname
- First name
- Department
- (optional) Job title
- (optional) Phone number
- Legal entity on behalf of which the Developer Account is created
- Country in which the aforementioned legal entity is located
- User email address

The password will be automatically generated by the Platform and GDSO will send a confirmation email to the Testing User email address provided, with a temporary password and a hyperlink to activate the Developer Account.

The Testing User will then be redirected to the Platform to choose its password. The password chosen by the Testing User to access the Platform must be in the following format: 8 characters with a number, an upper-case letter, and a lower-case letter.

     ii.   Developer Account rights

The Developer Account allows access to the standard demo version of the Platform and Testing Services.

The Developer Account allows for testing with the User Application in the Platform's testing environment. It is possible to create and authenticate the User Application by sending the URL of the User Application for testing and receiving User Application's credentials.

     iii.   Deregistration process for Developer Account

The Testing User may, at any time, send an email to the following address: info@gdso.org in order to request the deletion of its Developer Account on the Platform. After the deletion of the Developer Account, GDSO will send a confirmation email in this regard to the email address provided.

One (1) year after the creation of a Developer Account, GDSO will send a first email to the email address provided to warn of the deletion of the concerned Developer Account due to inactivity in the event that GDSO does not receive an email response indicating the Testing User's willingness to continue using its Developer Account.

One (1) month after this first email, GDSO will send a second email warning that it will proceed to the deletion of the Developer Account if there is no reaction within seven (7) days.

After this period of seven (7) days, the Developer Account will be deleted and GDSO will send a confirmation email in this regard to the email address provided.

4. Declarations and guarantees of the Testing User

The Testing User declares and guarantees that:
- all the information that they provided and that they will provide to GDSO are true, correct, and complete in all respects,
- their obligations pursuant to these Testing GTU do not infringe on any applicable law or regulation and do not violate any other agreement by which they are bound,
- any equipment that the Testing User provides, creates, or develops and that is related in any way to these Testing GTU and/or to the use of Testing Services and/or the Testing Content, does not infringe or violate any intellectual property right,
- that they are not subject to legislation forbidding them to use or to receive the Testing Services or the Testing Content.

The Testing User will not use the Testing Services to encourage or promote any illegal activity or to violate the rights of a third party.

The Testing User shall only access the Testing Services by the means described in the Documentation of each Testing Service.

The Testing User shall not make any false declaration nor hide their identity or that of their business when using the Testing Services or their Developer Account.

The Testing User must use the Platform, the Testing Services, and the Testing Content legally and for the limited purposes expressly allowed, and comply with any applicable laws, rules and regulations.

5. Term

These Testing GTU shall apply as from the creation of a Developer Account on the Platform and throughout the term of access to the Testing Services, as indicated in these Testing GTU.

GDSO may decide at any moment, and without notice, to terminate these Testing GTU and cease making one of the Testing Services or the Testing Content available to the Testing User for any reason whatsoever and without liability nor obligation to the Testing User. GDSO may, however, suspend the Developer's Account and their ability to use the Testing Services and the Testing Content, without notice, if the Testing User uses the Platform and/or the Testing Services and/or the Testing Content and/or Developer Account in a forbidden way or if the Testing User does not comply with one of the provisions of these Testing GTU.

In the event of the termination of the Testing GTU or the interruption of the Testing User's access to the Testing Services, the Testing Content and/or the Developer Account, the Testing User shall immediately stop using the Testing Services, the Testing Content, and the Developer Account, and shall cease any use of the GDSO Brand and shall delete any cached and/or stored Testing Content, as the case may be.

6. Intellectual Property and Rights granted to the Testing User

GDSO is holder of the intellectual property rights pertaining to the GDSO Brands, Testing Services and Documentation, and the various elements that constitute it (with the except of the Testing Content).

The Testing User acknowledges that the source code and object code related to the Testing Service constitute a computer program as defined in article 1(1) of the Directive 2009/24/EC of 23 April 2009 on the legal protection of computer programs and is therefore protected against (i) any unauthorized permanent or temporary reproduction by any means and in any form, (ii) its translation, adaptation arrangement and any other alteration and (iii) any form of distribution to the public, including rental.

GDSO holds and shall retain all the rights, titles and interests in the patents, copyrights, moral rights, trademarks or service marks, logos and designs, trade secrets and any other element of intellectual property incorporated or contained in the Testing Services, the GDSO Brands, and the Documentation. All these elements are protected by copyright, trade secrets, patents and other laws on intellectual property, and all GDSO's intellectual property rights that are not expressly granted to the Testing User pursuant to these Testing GTU are reserved.

No right to the GDSO Brands, the Testing Services, the Testing Content, and the Documentation, other than those expressly provided for herein, is granted by GDSO to the Testing User. Any reproduction and/or representation in any form or by any means whatsoever by the Testing User of the GDSO Brands, Testing Services, Testing Content and the Documentation and any elements composing them, without prior authorisation from GDSO is strictly forbidden.

Subject to compliance with these Testing GTU, GDSO grants the Testing User, on a non-exclusive and non-transferable basis, a right to use the Testing Services and the Testing Content for test and information purposes only. It is expressly agreed that this right is personal and limited to the Testing User having created a Developer Account on the Platform. This right is granted for the term of these Testing GTU. The Testing User is under no circumstances authorised to transfer or grant any right to use the Testing Services and/or the Testing Content to a third party in any way whatsoever, whether free of charge or in return for payment.

The Testing User undertakes not to extract, store, reproduce or archive the Testing Content, software, APIs, and other interfaces of GDSO and/or GDSO Members, nor the result or response web pages.

The Testing User undertakes not to perform any reverse engineering operations, decompile, or disassemble the Testing Services except to the extent permitted by law and in compliance with GDSO's and/or GDSO Members' intellectual property rights.

The Testing User undertakes not to damage, modify, or alter the Testing Content and the result and/or response web pages, and in particular their legibility. The Testing User also agrees not to create derivative works, including other databases, from such Testing Content.

The Testing User undertakes not to infringe, modify and/or remove the copyright notices and mentions of GDSO and its GDSO Members that may appear in the Testing Content.

If the Testing User transmits unsolicited feedback or comments to GDSO, in writing, orally or in any other manner, the Testing User grants GDSO and/or GDSO Members a free, transferable, sublicensable, non-exclusive, irrevocable, perpetual global licence, without restriction, to publish, transmit, perform, display, modify, create derivative works and use or operate in any other manner, this feedback and/or these comments and any other associated intellectual property rights, for any purpose whatsoever, on any medium, without credit, notification, approval or compensation for the Testing User. Without limitation of the foregoing, the Testing

User accepts that GDSO and/or GDSO Members is free to use the ideas, concepts, know-how or techniques contained in any feedback or comment that they provide, for any purpose whatsoever, including, without limitation, the development and marketing of products, services and content. In addition, any feedback and/or comment that the Testing User transmits to GDSO and/or GDSO Members, even if it is labelled as confidential, does not create any confidentiality obligation for GDSO and/or GDSO Members, unless otherwise agreed to in a separate and signed contract.
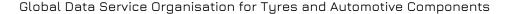
7. Restriction of the Testing User's use of the Testing Services

The Testing User is informed that the Testing Services cannot, under any circumstances, be used nor operated for purposes other than the requirements of the tests carried out by the Testing User, notably to the exclusion of any commercial and/or promotional use.

The Testing User is informed that the Testing Content cannot, under any circumstances, be (i) used, operated, reproduced, copied, printed out, published, distributed and/or transmitted, for purposes other than the purposes of the tests carried out by the Testing User or the access to the Testing Content, notably to the exclusion of any commercial and/or promotional use, (ii) downloaded and/or stored by the Testing User for requirements other than the requirements of the tests carried out by the Testing User or the access to the Testing Content, notably to the exclusion of any commercial and/or promotional use, (iii) totally or partially extracted and reused by the Testing User, notably with a view to creating and/or developing a database using said Testing Content.

The Testing User must not, under any circumstances:

- Use the Testing Services or the Testing Content in a way that may affect their performance, their accessibility, and their availability,
- Use the Testing Services or the Testing Content in order to receive or transmit information and content of an illegal, defamatory, or counterfeit nature,
- Modify or delete any copyright, brand, trade name or other ownership mentions, caption, symbol or label appearing on or in the Testing Services or the Testing Content or any reproduction thereof,
- Grant a sublicence (or claim to grant a sublicence), distribute or disclose all or part of one of the Testing Services or the Testing Content to a third party,
- Distribute or supply all or part of the Testing Services or the Testing Content in any way, or use or export the Testing Services or the Testing Content in any other way that is in violation of the applicable laws or regulations,
- To engage in any activity, including the development or the distribution of any software (whether in object code or source code), that interferes with, disturbs, damages, or provides unauthorised access to the platforms, servers or systems owned by GDSO or by a third party,
- Make declarations claiming that the application or their website is approved by GDSO and/or GDSO Members or that GDSO and/or GDSO Members endorses or guarantees its performances,
- Perform any reverse engineering, decompile, disassemble, lend, borrow, distribute, or create derivative works from the Testing Services or Testing Content or any part thereof, except within the limits authorised by the law and upon prior written authorisation of GDSO,
- Attempt to override any security measures or technical limitation,
- Use the Testing Services or Testing Content in any way or for any purpose whatsoever that would violate any law or any right of any person, including, but not limited to, any intellectual property right or right to a private life,

- Use the Testing Services or Testing Content in combination with the services, content, or APIs of competitors, unless expressly agreed by the respective GDSO Member holding ownership over the Testing Content,
- Use or operate the Testing Services or Testing Content for purposes other than those expressly authorised by these Testing GTU.

The Testing User undertakes to display and not to damage, modify and/or delete the copyright mentions and declarations of GDSO and/or GDSO Members and/or its suppliers, the names of which are featured in the Testing Content. The Testing User undertakes to take all necessary measures to ensure compliance with the restrictions of use of the Testing Services or the Testing Content. The Testing User also undertakes not to use the Testing Services and/or the Testing Content in a way that may impact their performance, their accessibility, and their availability, to receive or transmit illegal, defamatory or false information and content.

In the event that the Testing User transmits data, GDSO undertakes not to use it for purposes other than the provision of Testing Services or Testing Content, including the communication of it to GDSO Members if necessary. GDSO shall implement technical and organisational measures that comply with industry standards to protect this data from accidental or illegal destruction, accidental loss, and unauthorised modification, disclosure, or access.

The Testing User may not: (i) claim or register GDSO's and/or its licensors' intellectual property in their own name or in the name and on the behalf of third parties (ii) sublicence the intellectual property rights granted by GDSO (iii) import or export all GDSO's intellectual property to a person or a country that is in violation of export control laws of any country, (iv) use GDSO's and/or its licensors' intellectual property in a way that violates these Testing GTU or the law, or (v) attempt to do any of the above.

The Testing User accepts that GDSO may monitor the use of API to ensure their quality, improve the Testing Services and verify the use made thereof in accordance with these Testing GTU.

GDSO reserves the right to deny all access to the Testing Service to any Testing User who did not accept or comply with the Testing GTU and may at all times refuse, suspend, interrupt or terminate any use granted to the Testing User or any account attributed to a Testing User if the Testing User fails to comply, at any time, with the Testing GTU.

8. Support

GDSO has no obligation to provide assistance, maintenance, updates, upgrades, modifications or new versions of the Testing Services or the Testing Content, unless this is expressly agreed upon in writing in a separate agreement. GDSO reserves the right to limit, modify or bring an end to any functionality of the Testing Services on the Platform.

9. Defence of rights

The Testing User undertakes to immediately inform, without the authorisation of their relevant owner, GDSO of any act that they deem or should reasonably deem as to constitute an infringement of the rights of the latter, or that may be contrary to these Testing GTU, and shall assist GDSO and/or its licensors at his/her own costs with any legal proceedings that the latter may be required to initiate on these grounds. The Testing User shall enable GDSO and/or GDSO Members to ensure the defence of its rights and receive any eventual damages that may be due to it, subject to GDSO and/or its licensors bearing the costs pertaining to the defence of its interests except the costs incurred by the Testing User regarding the assistance, unless agreed otherwise.

10. Warranties and Indemnification

The Parties warrant that they shall act in accordance with the applicable laws, regulations, and code of ethics (notably in terms of good practices, ethics, etc.) Each Party declares that they shall fulfil all of the tax, regulatory, legal, and social obligations incumbent on them. Generally speaking, each Party undertakes not to do anything that may directly or indirectly damage the interests, image or the reputation of the other Party or their distinctive signs and products.

Moreover, the Testing User guarantees that they hold all the necessary rights, and notably intellectual property and/or licence for the elements made available to GDSO for the proper performance of the Testing Services or used in connection with the Testing Services. The Testing User guarantees GDSO and the companies within its group against any legal proceedings, complaints, or objections from any person invoking a right of any nature in relation to the elements made available to GDSO for the proper performance of the Testing Services or used in connection with the Testing Services, upon which the performance of these Testing GTU may have infringed.

The Testing User undertakes in this context to intervene in any legal proceedings that are initiated against GDSO and/or GDSO Members. Compensation and costs of any kind incurred by GDSO and/or GDSO Members for the purpose of its defence, including attorney fees, as well as any damages that may be awarded against it, shall be borne by the Testing User.
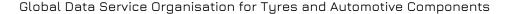
For its part, GDSO warrants that it holds all the necessary rights, and notably intellectual property rights and/or licences for the Testing Services. In the event of legal proceedings or allegations brought against the Testing User by a third party for the violation of an intellectual property right of said third party by the Testing Services, GDSO shall, with the Testing User's assistance, ensure the defence of this third party claim subject to (i) the Testing User informing GDSO of the third party allegation or legal proceedings, within a period of fifteen (15) calendar days as from the day on which they became aware thereof, (ii) the Testing User allowing GDSO total freedom in its defence and in any negotiation with a view to an eventual transaction with the third party, (iii) the Testing User immediately calling GDSO as a third party in the event of legal proceedings, (iv) the violation of the intellectual property rights is not the result of a failure by the Testing User to fulfil their obligations under these Testing GTU. If the violation of the intellectual property rights of a third party by GDSO's Testing Services is proven and acknowledged by a legal decision handed down in a final judgment or by a transaction accepted by GDSO, GDSO shall bear all the damages that the Testing User may be ordered to pay by a legal decision that has become definitive and is exclusively based on the demonstration of such an infringement.

11. Warranty Disclaimers

GDSO's standard performance of the Testing Service is an obligation of means and (any part of) the Testing Service, including the Testing Content, are provided on an "as is" basis.

GDSO warrants to the Testing User that, during the term of the Testing GTU, the Platform will operate substantially in accordance with the functionalities foreseen in the Testing GTU. This limited warranty shall not apply to problems that result from (i) factors outside of GDSO 's reasonable control; (ii) any failure by the Testing User to comply with these Testing GTU or use the Testing Services in accordance with the Documentation or other instructions provided by GDSO; (iii) the non-compatibility of the Testing User's or any third party's hardware, software, and equipment; or (iv) downtime as a result of scheduled maintenance performed by or for GDSO.

GDSO hereby disclaims all conditions, representations and warranties, whether express, implied,

statutory or otherwise, to the maximum extent permitted under applicable law. As such and among others, any service, good or information provided by GDSO is provided without any warranties or representations express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose, performance, non-infringement, timeliness, reliability, availability, accuracy, quality or completeness of the Testing Service, the Testing Content or of any data provided in connection with the Testing Service.

12. Liability

GDSO may temporarily or definitively block access to one or more Testing Services notably to carry out updates and/or maintenance operations. GDSO is not responsible for damages of any nature that may result from a temporary or a definitive unavailability of all or part of the Testing Services.

It is up to the Testing User to monitor the development possibilities of the IT and transmission means at their disposal so that these means can be adapted to the developments of the Platform or the APIs. GDSO cannot be held liable for the fees and/or any prejudice that may result therefrom.

Finally, GDSO will in no event be liable for any incidental, special, indirect or consequential damages (including loss of profit, loss of data, loss of management time, loss of production, impossibility of accessing the Testing Services and loss of business) suffered by the Testing User, by its affiliates or representatives or by any other party in connection with these Testing GTU.

13. Personal data protection

GDSO undertakes to comply with any obligations resulting from the application of legislation pertaining to the protection of personal data and private life that may apply to personal data processed as part of these Testing GTU. With regard to the use of the Testing User's personal data, the Testing User is requested to carefully read the privacy policy (available here). For the personal data that the Testing User shall transmit to GDSO as part of their use of the Testing Services, GDSO shall act in the capacity of data controller and the protection of this personal data shall be governed by the aforementioned privacy policy.

14. Confidentiality

The Testing User acknowledges that he may be brought to receive Confidential Information from GDSO.

"**Confidential Information**" means: (i) any and all information in relation to the Testing Service provided by GDSO hereunder including any information contained in the documentation and *inter alia* trade secrets; (ii) GDSO product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information designated by a GDSO as confidential in writing, or if disclosed verbally, reduced to writing and designated as confidential within thirty (30) calendar days.

Confidential Information will not include any information that:
- is in the public domain at the time it is disclosed or becomes part of the public domain after lawful disclosure;
- is already known to a Party at the time of disclosure and is not subject to restriction;
- becomes known to a Party from a source other than the other Party without breach of an obligation of confidentiality owed to a Party;
- is disclosed by a Party to a third party without restrictions on such third party's rights to use or disclose such information;

- is developed by a Party without access to any of the other Party's Confidential Information;
- is released for publication by the other Party in writing; or
- is disclosed by a Party pursuant to judicial order, a requirement of a governmental agency or by operation of law.

Unless explicitly authorized by GDSO, the Testing User will not disclose the Confidential Information owned or controlled by GDSO, including the Testing Content, to any third party.

The Testing User shall use Confidential Information solely for the purpose of the Testing Services and will keep the Confidential Information in the strictest confidentiality in accordance with this article. The Testing User will comply with the obligations set forth under this article 14 during the term of these Testing GTU and for five (5) years thereafter, except trade secrets which shall be kept confidential until they are no longer considered trade secrets in accordance with the applicable law.

15. General provisions

Commercial reference. The Testing User must not publish any press release or general marketing communication, nor make any public declaration regarding these Testing GTU, or their relationship with GDSO without GDSO's prior written express consent.
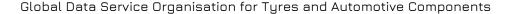
Relationship of the Parties. The Testing User and GDSO are independent companies and nothing in these Testing GTU shall make GDSO and the Testing User joint ventures, partners, employees, agents, or other representatives of the other Party. None of the Parties must make declarations suggesting otherwise.

Entire agreement. These Testing GTU, as well as any documents to which they refer, such as the Documentation and the privacy policy, constitute the entirety of the agreement between the Testing User and GDSO, and replace all the previous or current agreements or arrangements between the Parties, regarding the purpose and subject-matter of these Testing GTU.

Conflict Rules In the event of a conflict with the main body of these Testing GTU and any documents to which they refer, the terms and conditions set out in the Testing GTU will prevail.

Amendments and Modifications. GDSO reserves the right to modify the provisions of these Testing GTU at any time. The Testing User can always find the most recent version of the Testing GTU available on https://gdso.org/Members-description/Technical-documentation, with it being the responsibility of the Testing User to consult these Testing GTU regularly. Within the limit permitted by the applicable law, the fact that the Testing User continues to use their Developer Account, the Testing Services, and the Testing Content after such a modification constitutes their acceptance of these Testing GTU as amended. If the Testing User does not accept any modification of these Testing GTU, the Testing User must immediately stop accessing and using their Developer Account, the Testing Services, and the Testing Content.

Divisibility and Titles. If a provision of these Testing GTU is judged to be invalid or inapplicable for any reason whatsoever, the remaining provisions shall remain fully in force without being altered or invalidated in any way whatsoever. Any invalid provision shall be replaced with a valid provision, that is as close as possible to the intention and the economic effect of the invalid provision. The headers are used for reference purposes only and do not define, limit, interpret or describe the scope or the extent of any section under any circumstances, nor affect these Testing GTU in any way.

Waiver. If one of the Parties does not insist on the strict performance of a provision of these Testing GTU or does not exercise a right or a remedy under these Testing GTU or the applicable law, this shall not be interpreted as a waiver or a renunciation, to any extent whatsoever, of the right to assert or invoke such a provision, right or remedy in these circumstances or in other circumstances; on the contrary, these provisions shall be and shall remain in force and with full effect.

Transfer. The Testing User may not transfer any of its rights, nor delegate the performance of any of its obligations under these Testing GTU without GDSO's prior written consent. GDSO reserves the right to transfer these Testing GTU or any right or obligation under these Testing GTU to one of its affiliates or GDSO Members upon GDSO decision in accordance with its bylaws, without the prior consent of the Testing User. GDSO may totally or partially transfer any right or obligation under these Testing GTU, to any company belonging to the same group of companies or GDSO Members upon GDSO decision in accordance with its bylaws or to which the assets including the Testing Services in question may be transferred.

Subcontracting. GDSO may subcontract all or part of the Testing Services incumbent on it under these Testing GTU but shall remain solely liable for the performance of the subcontracted obligations.

Force Majeure. GDSO shall not be liable for any delays, the non-performance of obligations or damage caused by an event of force majeure. Force majeure means, among such as those normally accepted by the applicable law: any order from the authorities, mobilization, war, epidemic, lockout, strike, demonstration, technical defects in the transmission of communications, fire, flood, explosion, lack of raw materials or labor, changed global economic circumstances, vandalism, extraordinary weather conditions, a pan- or epidemic, and all circumstances that lie beyond the control of the Parties and disrupt the normal course of business, without requiring GDSO to demonstrate the unexpected nature of these circumstances.

Survival Any provisions of the Testing GTU which either explicitly or by their nature extend beyond the expiration of the Testing GTU shall survive such expiration.

Notifications. The Testing User accepts that any notifications shall be addressed to them electronically, sent to the email address provided when registering their Developer Account. They accept that any notifications addressed to GDSO are to be sent by registered letter or registered letter with acknowledgement of receipt, to the address provided in Article 1 of these Testing GTU.

16. Applicable law and competent court

Before taking legal action, the Parties shall take all reasonable measures with a view to find a mutually agreeable solution to any dispute arising between them.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of these Testing GTU shall be settled under the CEPANI Rules of Arbitration by one arbitrator appointed in accordance with those rules. The seat of the arbitration shall be Brussels and the arbitration shall be conducted in English. The applicable rules of law are the Belgian laws.