

Termes et Conditions

L'organisme souhaitant bénéficier d'une ou plusieurs études au travers de la licence du Pôle MecaTech s'engage à

1. être membre du Pôle MecaTech et à être en règle de cotisation au plus tard à la date de sa demande ;
2. ne pas transmettre l' (les) étude(s) en tout ou en partie à un autre organisme (même au sein d'un même groupe) ;
3. ne pas transmettre l' (les) étude(s) en tout ou en partie à des personnes de son organisme autres que celles reprises dans ce document (la modification des personnes autorisées peut se faire sur demande et moyennant l'acceptation du Pôle MecaTech) ;
4. respecter les termes et conditions qui lient le Pôle MecaTech ASBL à la société Frost & Sullivan repris ci-dessous :

- **General description:**

This is a license for 3 Users authorised by MecaTech Cluster. This includes Growth Team Membership for all authorized users. Access is limited to Users authorised by MecaTech Cluster within the client organisation. It does not extend to employees of other Client divisions, groups or individuals. The specific names of users will need to be confirmed at the time of initiation of the service. Any User may be changed during the license period at MecaTech Cluster's request. Additional licenses can be added for an additional cost.

- **Special Conditions:**

MecaTech Cluster is authorised to share the copies of reports by PDF with their member companies for needs related to joint projects

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MecaTech Cluster is hereafter referred to as the "client."

- a. The entire amount of the investment is fully payable by "MecaTech Cluster" upon initiation of the service and receipt of invoice from Frost & Sullivan. Invoiced amounts which have not been paid within 30 days after the due date will thereafter, until paid, be subject to a late payment charge at the lesser of 1.5% per month or the maximum rate permitted under applicable law.
- b. All services identified above will be made available to client via customised portals on frost.com. Access to these services will be valid only for the specific time periods identified for each service. Failure on the part of client to renew the services on or



prior to the renewal date will lead to the termination of access to all relevant services.

- c. You must be an authorised Licensed User to access Frost & Sullivan research or analysts. Passwords and documents may not be shared with non-Licensed Users either inside or outside the client's organisation.
- d. Frost & Sullivan monitors client company usage patterns. Unusual or excessive usage patterns may be audited. Services are to be used for each Licensed User's individual business purposes for the benefit of the Licensed User.
- e. Any Frost & Sullivan material submitted to the client is for client's internal use only. Client may not resell or otherwise commercially gain from divulging the material to third parties without written consent from Frost & Sullivan.
- f. If client is acquired by, or acquires another company within the term of this agreement, any outstanding balance for this contract shall be accelerated and become due and immediately payable. All remaining terms of this contract will need to be renegotiated and the account may be temporarily suspended until a new contract is in place.
- g. Client is responsible for the payment of any present or future sales, use, excise or other similar tax (excluding taxes based on Frost & Sullivan's net income) applicable to the services provided e.g. VAT
- h. Frost & Sullivan may refer to client as a Frost & Sullivan client in collateral marketing materials.
- i. Client hereby grants Frost & Sullivan the limited, worldwide, non-exclusive right to use, reproduce, distribute (directly or indirectly), transmit, publicly display and publicly perform (digitally or otherwise) any of their trademarks, trade names, service marks and logos.

