

GENERAL TERMS AND CONDITIONS

The present general terms and conditions are applicable to all visitors and users of our platform and related services. They set out the terms under which we provide the platform and services for access and use.

It is very important that you carefully read and understand these terms and conditions when making use of our services as they contain arrangements between you and us that may have an impact on your legal status (such as obligations that might impact you, liability limitations, warranties, etc.)!

All access to and use of the Platform and Services is expressly subject to full acceptance of these terms and conditions.

If you do not agree with one or more provisions of these terms and conditions (or the documents referred to therein), you must refrain from using the services and platform.

For a full and complete understanding hereof, please note that all capitalised notions are defined in the [definition section](#).

If you are accepting this Agreement (including these terms and conditions) on behalf of a company you represent and warrant that you have full authority to bind that company to these terms.

A. Information about us and the Services we offer

1. About us

- 1.1 The Platform and Services are offered by Webfuse BV. We trade under the name Webfuse. Our company is established under the laws of Belgium, and has its registered seat at Evangeliestraat 145a, 9220 Hamme. Our VAT number is BE _____.
- 1.2 The Customer can contact the Company via the [Contact Us](#) page where all contact details are provided.
- 1.3 Throughout the Terms, we will refer to ourselves as “we”, “us”, “our” and “Company”.

2. Access to the Platform and delivery of Services

- 2.1 Access to the Platform and any delivery of Services requires an Order Form to be signed and/or accepted (as the case may be) by the Customer (or its User).
- 2.2 The Agreement between the Parties becomes effective as from the day on which the Customer (through its User) accepts the Order Form.
- 2.3 Individual order forms are valid for thirty (30) days only, unless stated otherwise on the Order Form.
- 2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Registration for the Services

- 3.1 Prior to using the Services, we will ask a User to register on our Platform. This is necessary for us to create a user account for the User and to allow the User to access the Platform. The user accounts of all Users of the Customer shall fall under the responsibility of the Customer and shall be grouped under the Customer account.
- 3.2 The Customer expressly acknowledges that one or more of its Users may have user account administration rights, which includes (but is not limited to) the right to create additional Users. Without limiting the generality of any other provisions as set out in the Agreement, the Customer warrants and guarantees, and shall indemnify, defend and hold harmless Company for any breach thereof, that all actions of a User with administration rights shall be in accordance with this Agreement, including the subscription level subscribed to by the Customer (including, but not limited to, the maximum amount of Users).

- 3.3 During registration the User will be asked to provide certain personal and business information and to accept these Terms. The Company may lawfully rely on the information provided and the User warrants and guarantees that all information shall be complete, accurate and up to date. The Company is hereby granted the right to use all information provided (including billing information) for Customer identification purposes
- 3.4 Parties expressly agree that the ticking of a checkbox on the Platform shall be considered as a valid expression of one's fully informed and free will and consent, or as a signature as the case may be, to signify the acceptance of the document concerned.
- 3.5 After registration, we will send to the User a registration confirmation email with all relevant details. A link to the [Terms](#) and the [Data Protection Terms](#) will be added to this email.

4. Right to use the Platform and Services

- 4.1 After registration in accordance with clause 3, the User will be able to access the Platform. To this end, we grant to the Customer and its authorised Users a restricted, non-exclusive, non-transferable right, which is limited in time, to access and use the Platform and the Services during the Term ("**License**"). The License is conditional upon the User's and the Customer's full compliance with its obligations under this Agreement.
- 4.2 Although certain features of the Platform / Services may allow or facilitate interaction by the Customer with physical end customers acting as consumers, the Services are purely intended to serve a business-to-business ("B2B") need. Therefore, the use of the Services is expressly limited to the internal, normal professional purposes of the Customer for which the Services are intended, with exclusion of any other use. Users are expressly prohibited to register for the Services for any other use.
- 4.3 In the event a Customer / User does not, in our reasonable opinion, comply with the terms and conditions of this Agreement, we shall, in our sole discretion and without prejudice to our other rights and remedies under applicable law and contract, be allowed to suspend, prohibit or terminate for the User (and also the Customer) the access to and usage of the Services and to deactivate any Customer and/or User account(s).
- 4.4 The Customer is responsible for the choice of its own hardware, software and/or telecommunication services required to connect with the Platform and use the Services. The Company cannot be held liable for any breach of security caused by the Customer's or User's device, operating system, internet connection, firewall, network, etc.
- 4.5 For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the term of this Agreement, unless otherwise explicitly agreed in a separate agreement between the Customer and the Company and in that case only to the extent as set out in such agreement.
- 4.6 The Customer hereby agrees to defend, indemnify and hold harmless the Company against any and all damage, loss, costs, expenses, third party claims or demands (including claims of Users) arising out of the use by the Customer, its employees, its designees and/or the Users of the Services (including the Platform) in a manner that does not correspond with this Agreement or applicable law.

5. Intellectual property rights related to the Platform and Services

- 5.1 The sole right granted to the User(s) and the Customer is the limited License as set out in clause 4.1.
- 5.2 The User and the Customer acknowledge that all copyrights, trade secrets and other right, title and interest in the Services and Platform are the sole property of and vest in

the Company. The Company shall have the right at all times to change, modify, adapt, improve, decrease functionalities or otherwise alter the Platform and / or Services.

- 5.3 The User nor Customer shall (i) modify, copy or create derivative works based on the Platform and / or Services; (ii) reproduce, distribute, reverse engineer, decompile, disassemble, translate or otherwise make the Platform and / or Services or part thereof available to any third party; (iii) build or maintain a product or service that competes with the Platform and / or Services; (iv) build or maintain a product or service that is similar to the Platform and / or Services in any non-trivial way; (v) copy any ideas, features, functions, templates created by the Company or graphics of the Platform and / or Services; (vi) not frame the Platform and / or Services within another website or webpage or link to the Platform; (vii) not use a manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the services offered through the Platform; or (viii) not harvest or otherwise collect any information about Users without their consent.
- 5.4 For the avoidance of doubt, any right to use (to the extent as detailed in such agreement and subject to the relevant Services subscription level) the Company's API, shall be subject to a separate written agreement between the Customer and the Company and nothing in these Terms shall be construed as granting any rights on such API.

6. Third party infringements claims

- 6.1 The Company will be given prompt written notice of any third party claim filed against the Customer and relating to an alleged or actual infringement by the Services or the Platform or other material made available by Company, and the Company will be granted the right to control and direct the defense and settlement of such a claim. The Customer shall be entitled to participate in such proceedings at its own cost. The Company shall keep the Customer regularly informed of the status of the proceedings and/or settlement negotiations. The Customer agrees to reasonably cooperate with the Company in the defense and settlement of such a claim. In the event the Services or the Platform or such other material as referenced above, in Company's reasonable opinion, are likely to become or actually become the subject of a claim of infringement as set out above, the Company shall have the right, at its option and expense, to (i) modify or replace the (alleged) infringing material so that it becomes non-infringing while preserving substantially equivalent functionality; or (ii) obtain for the Customer the right to continue to use, market and distribute such material as per the terms of this Agreement.
- 6.2 The Customer shall indemnify, defend and hold the Company and its affiliates harmless from and against any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by the Company arising out of Customer's infringement of any third party's intellectual property rights.
- 6.3 The Company shall have no liability for any claim which is based upon (i) Customer's unauthorized use of the Services or Platform (including, without limitation, any use of the Services or Platform outside of the restrictions related to the relevant subscription level), (ii) Customer's or any third party's modification of any of the Services or Platform, or (iii) Customer's use of the Services or Platform in unauthorized or incompatible combination with any products or services not delivered by the Company.

7. Use of the Platform and the Services

- 7.1 Without prejudice to other provisions set out in these Terms, the User and Customer shall use the Platform and Services in accordance with the terms, conditions and limitations set forth in this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make the Platform and/or the Services available to any third party (unless as expressly agreed in writing, e.g. for partners and resellers of the Company); (b) send or store Malicious Code; (c) adversely impact or interfere with the integrity or performance of the Platform / Services, or the data contained therein; (d) attempt to gain unauthorized access to

any of Company's related systems or networks; or (e) in general, act in contravention with applicable laws and regulations.

- 7.2 For any functionality of the Services or of the Platform that allows the Customer, a User or any third party via the Customer (or its systems, infrastructure, platforms and networks, including the Customer's website) to upload, use and / or depict data or information, the Customer shall:
 - 7.2.1 not, nor shall allow its Users or any third party to upload any illegal, misleading, harmful (including data containing Malicious Code) or objectionable data / information or any data / information which is otherwise contrary to applicable laws and regulations. To this end, the Customer shall ensure to have implemented appropriate security and other technical measures to safeguard the same and the Company waives all responsibility and liability to this end; and
 - 7.2.2 ensure that it, or its User or any such third party, has obtained all title and rights (including under data protection laws, trade secrets laws and intellectual property laws) to lawfully upload, use and / or depict said information via the Platform and / or Services;
 - 7.2.3 ensure no contractual or other provisions prohibit or limit the right of Customer (and its Users or such third parties) to upload and depict such data or information; and
 - 7.2.4 the Customer shall fully indemnify, defend and hold harmless the Company for any and all expenses, costs, liabilities and damages resulting from a breach of the above, including by any third party action, and including damages to the Platform and the Services.
- 7.3 The Customer hereby grants to the Company a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer's data to the extent reasonably required for the performance of Customer's Services under this Agreement. The Customer also grants to Company the right to sub-license these rights to its hosting, connectivity and telecommunications service providers and integration platform to the extent reasonably required for the performance of the Company's obligations and the exercise of Company's rights under this Agreement, subject always to any express restrictions elsewhere in this Agreement.
- 7.4 Username and password are strictly personal and confidential. The User shall be responsible and liable for all uses of its username(s) and password(s). A User shall immediately notify the Company of any unauthorized use of, loss or any other unauthorized exposure of its usernames and/or passwords or any other breach of security. We strongly advise you to select a password or passphrase in line with generally accepted password standards to ensure appropriate password strength.
- 7.5 Customer shall appoint a central point of contact within its organization which will be the first point of contact for the Company for any matter arising out of this Agreement.
- 7.6 The User shall report any established Error(s) immediately to Company. At Company's request, the Customer and/or the User shall render assistance, as reasonably requested for the diagnosis, the reproduction and correction of the Error.

8. Proof of transactions

- 8.1 We will log all activities of Users' using the Services and the Platform (each a "Log") for evidential purposes and to detect and resolve any issues that may arise.
- 8.2 By using the Services, the Customer and User expressly agree that Company may use any Logs for audit and evidential purposes, such as registrations, information provided during registration, any activity on the Platform, etc. The Customer and the User accept the evidential value of the Log and accept that Company may use Logs and their evidential value (a) in any dispute, such as between the Company and its Customers and/or Users, and (b) to verify Customer's compliance with the terms of this Agreement.
- 8.3 The rights as set out in clauses 8.1 and 8.2 shall not affect any person's right to produce evidence in accordance with the applicable legal provisions.

9. Hosting

- 9.1 The Services and Platform are hosted by the Company in Microsoft Azure (<http://azure.microsoft.com>) and the Company is entitled to provide Microsoft Azure Managed Services (“Hosting Services”) to the Customer. The Customer represents and warrants that it accepts the terms and conditions of the last version of the Microsoft terms of use as available on <http://www.microsoft.com/licensing/contracts> (the “**Microsoft Terms**”) and acknowledges and agrees that Microsoft shall retain the right to unilaterally change these terms at any time.
- 9.2 The Customer acknowledges that the Hosting Services will be performed in dedicated Microsoft Azure datacenters. The warranties set out in the Microsoft Terms are not applicable in case the non-conformity with the service level terms and conditions is due to accident, misuse or use in any other way which is not compatible with the Microsoft Terms or the present Agreement. Microsoft does not give any other warranties and rejects all other explicit, implicit or legal warranties, including warranties in respect of merchantability, fitness for a particular purpose, adequate quality, title or non-infringement. The Company shall in no event provide any warranty in respect of the Hosting Services.
- 9.3 The Customer on behalf of its Users gives Microsoft the permission to process all personal data as contemplated by this Agreement.
- 9.4 The maximum liability of the Company and Microsoft for all claims in respect of the Hosting Services, is limited to only direct damages and will in no event exceed the amount of Fees paid by the Customer to The Company during the past six (6) months prior to the event which gave rise to the claim. These limitations are applicable regardless to the determined liability based on breach of contract, risk liability, breach of terms of warranty or any other legal ground and to the extent permitted by applicable law.
- 9.5 The Company reserves the right to change its hosting provider at all times. In addition, in the event the Customer, at all times subject to agreement with the Company, would elect to use another hosting platform, the Customer shall be fully responsible for complying with and accepting the terms of such hosting provided selected by the Customer and the Company shall have no liability in this regard.

9.6

B. Terms related to Consultancy Services

10. Service description

- 10.1 Any individual consultancy services (“**Consultancy Services**”) and the term and other conditions thereof shall be agreed through a separate agreement concluded between the Customer and the Company.
- 10.2 Unless otherwise agreed in writing, delivery dates and timelines for any services are estimates and indicative only.
- 10.3 Company's performance depends upon Customer's timely and effective cooperation in connection with the Consultancy Services, including providing the Company with reasonable facilities and timely management decisions, timely and sufficient access to appropriate locations and site infrastructure and networks, information, and appropriately skilled Customer personnel, and prompt responses to questions and requests.
- 10.4 The Company will not be liable for any failure or delays in performing the Consultancy Services to the extent that the failure or delay is caused by Customer's failure to cooperate or Customer's changed requirements. Unless otherwise specified in writing, the Company may rely upon the accuracy and completeness of data, material, and other information and instructions furnished by the Customer, without any independent investigation or verification.

- 10.5 The Company shall provide Consultancy Services in accordance with generally accepted industry standards and shall exercise reasonable care and skill in doing so. The Company assumes an obligation of means only, not an obligation of result.

C. Commercial terms

11. Fees and invoicing

- 11.1 The applicable Fees are described on our [pricing page](#).
- 11.2 Access to a use of the Platform and Services is conditional upon full and timely payment by Customer of all applicable Fees. All payment obligations are non-cancellable and applicable Fees paid are non-refundable whatever the cause of termination of this Agreement.
- 11.3 Customer is responsible for paying all taxes associated with the Fees, excluding taxes based on Company's net income or property. If Company has the legal obligation to pay or collect taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer.
- 11.4 Any invoice sent by Company shall be paid by Customer to Company within fourteen (14) days of invoice date. The amount of any invoice which has not been paid within said term shall automatically be subject to a late payment interest equal to the legal interest rate of the Act of 2 August 2002 on late payment interests in commercial transactions, which interest shall be compounded daily as of the due date until receipt of full payment by the Company. In addition, the Customer shall pay all costs incurred by the Company as a result of the (extra)judicial enforcement of the Customer's payment obligation under this article, with a minimum of 150 EUR. If Customer fails to pay any outstanding amounts the Company shall be entitled to suspend its obligations and the Customer's rights hereunder until receipt of payment of such outstanding amounts.
- 11.5 All payments to be made by Customer to the Company are payments in advance (not in arrears), unless expressly otherwise agreed in writing between the Company and the Customer.
- 11.6 Complaints concerning invoices must be submitted within eight (8) days upon receipt of the invoice. After this eight (8) day period, the invoice will be deemed accepted.
- 11.7 The Customer accepts that Company has the possibility to send invoices electronically. The Customer acknowledges that it is responsible for the appropriate storage of the electronic invoices and for the fulfilment of all other legal requirements with respect to receiving electronic invoices.
- 11.8 The Customer expressly waives its right to set-off claims of whatever kind and nature it may have, against Company's claims for payment under the Agreement.

12. Term and termination

- 12.1 The Agreement shall be entered into for a fixed duration of 12 months (i.e. yearly subscription basis). The Agreement shall be tacitly renewed after the lapse of each 12 months period until either party terminates the Agreement by providing written termination notice to the other party at least three (3) months prior to the lapse of the then-current term.
- 12.2 Without prejudice to its other rights under this Agreement and applicable law, Company can terminate and/or suspend this Agreement (in whole or in part) with immediate effect without intervention of a judge by written notice to the Customer, (a) if the Customer and/or a User commits a breach of this Agreement (including, but not limited to exceeding the scope of the License or non-compliance with the restrictions set out in the relevant subscription level) and — in the case of a breach capable of remedy — fails to fully remedy it within four (4) calendar days of receipt of a notice from Company, or (b) if Company has reason to believe Customer has entered in any kind of insolvency

procedure or has or likely will have difficulties in fully complying with its payment obligations under this Agreement.

- 12.3 Upon suspension of this Agreement by Company in accordance with the provisions of this Agreement, the Customer's (or User's) access and license rights with respect to the Services shall be temporarily terminated, during the period of the suspension.
- 12.4 After termination of this Agreement all rights granted by Company to Customer and its User(s) hereunder shall be terminated.
- 12.5 Termination nor suspension shall relieve the Customer of the obligation to pay any Fees accrued or payable to Company prior to the effective date of termination / suspension.
- 12.5.1

D. Warranties and liability

13. Company warranties

- 13.1 The Company will offer the Services with a reasonable effort ("obligation of means" and not an "obligation of result") and undertakes that:
 - 13.1.1 the Platform and Services shall function substantially in accordance with the description of the Platform and Services provided on the Website or any other material issued by the Company. Without limiting the generality of the other provisions of these Terms and without prejudice to clauses 5.2 and 13.6, it is understood that small deviations from such description will in no event constitute a breach of this warranty. Due to the nature of internet platforms, the Internet and networks, the Customer recognizes that all software (on which the Services are based) may contain Errors; and
 - 13.1.2 it shall use reasonable efforts to maximize the availability of the Services / Platform. The Customer however recognizes, and therefore agrees not to hold Company responsible on whatever ground, that this availability is subject to a variety of interdependent factors (such as the availability of telecommunication links, the interaction between software of various parties, network congestion on the Internet, etc.), which are substantially out of the control of Company, and therefore Company cannot offer the Services / Platform free of interruptions.
- 13.2 If the Services do not perform as warranted, Company undertakes to correct the Errors. However, Company does not warrant that the Services will be error free or will perform in an uninterrupted manner. Company cannot guarantee that the Services will meet the Customer's specific expectations, objectives or requirements.
- 13.3 The Customer acknowledges that the access to and use of the Services may be suspended from time to time due to unanticipated or unscheduled downtime. To the extent possible, Company shall schedule planned downtime outside standard working hours in Central European Time zone.
- 13.4 In addition to the other provisions set out in this Agreement (including but not limited to clause 12), Company may suspend the (access to the) Services without involvement of a judge and without liability if (i) it reasonably believes that the Services are being used in breach of the Agreement; (ii) there is an internal or outside attack on Company's IT systems; (iii) Company is required by law to suspend the Service delivery; or (iv) there is another event for which Company reasonably believes that the suspension of the Services is necessary to protect its IT systems or customers.
- 13.5 Company's warranties do not cover interventions not assignable to Company such as, but not limited to: (a) Errors resulting from erroneous, improper, non-authorized or unsupported use of the Services; (b) Errors resulting from a fault of the Customer (including its Users).
- 13.6 Without the approval of nor prior notification to Customer, Company shall have the right at any moment to (i) activate a new or improved version of the Services; (ii) add additional functionality to or remove functionalities from the Services; (iii) modify

internal or external functioning of the Services. Company undertakes to make reasonable efforts to ensure when performing such actions, that the impact on the use for Customer and its Users is limited.

- 13.7 This clause 13 constitutes Company's only warranty concerning the Platform and the Services. Except as otherwise provided in this clause and to the fullest extent permissible under applicable law, Company makes no warranties, express or implied, regarding any matter, including fitness for a particular purpose, merchantability and/or non-infringement.

14. Customer warranties

- 14.1 Customer represents and warrants that this Agreement has been validly executed by Customer (through acceptance by its User(s)). The Agreement therefore constitutes a valid and binding obligation, enforceable against Customer.
- 14.2 The Customer represents and warrants that the execution and performance of this Agreement (including the continued use of the Services):
- 14.2.1 are within the legal capacity of the Customer,
 - 14.2.2 has been duly authorized by the Customer, more in particular that its User(s) has/have all required legal capacity to act on behalf of the Customer, and
 - 14.2.3 neither violate nor constitute a default under the (i) provision of any applicable laws and regulations, or (ii) the terms of any other agreement, document or instrument applicable to Customer or binding upon the Customer.
- 14.3 Customer agrees to defend, indemnify and hold Company harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) any misrepresentation by Customer and/or its User(s), (b) generally, Customer's and/or its Users' use of the Platform and/or Services, including without limitation any use of Customer's systems, infrastructure, platforms and networks which make use of, link to, send data through or make accessible the Services and/or the Platform, including any such use by a third party, and (c) Customer's and/or its Users' breach of this Agreement.

15. Liability

- 15.1 Except in case of Company's fraud or wilful misconduct, Company's liability for a failure to comply with an obligation under this Agreement which is imputable to Company (either contractual, in tort, extra-contractual, or on whatever legal basis), is limited to compensation of proven Damage in accordance with the following principles, which apply cumulatively:
- 15.1.1 The total aggregate and accumulative (i.e. not per event) liability of Company for occurrences of Damage attributable to Company is limited to the Fees paid by the Customer to Company during the six (6) months prior to which the Damage occurred, or in the event more than one instances of Damages occurred during the six (6) months prior to which the first instance of those Damage occurred. In case no six (6) months have passed, the maximum amount of liability will be calculated pro rata based on the amounts already paid. Notwithstanding the foregoing the amount referred to in this clause shall never be higher than the amount for which the Company has been insured by its liability insurer for any such claims.
 - 15.1.2 Company is not liable for any indirect, punitive and/or consequential damage, such as but not limited to loss of profit, loss of income, loss of revenues, loss of data, loss of use, loss of anticipated savings, loss of opportunity, loss of customers, interruption of business, claims of customers or other third parties, damage as a result of loss and/or corruption of data, loss of goodwill and reputational damage even if such damages could have been anticipated.
 - 15.1.3 Notwithstanding the foregoing, nothing in this Agreement limits or excludes Company's liability for death or physical injuries, fraud and/or for any other

Damage for which liability cannot be excluded or limited in accordance with applicable law.

- 15.1.4 Company shall only be liable for a failure to comply with the Agreement which is imputable to Company to the extent the Customer informs Company immediately (and at the latest two (2) weeks following the occurrence of the Damage) via registered mail and in a detailed manner of such failure, and Company does not correct such failure within a reasonable period of time.
- 15.1.5 Customer acknowledges that Company is not aware of the extent of any potential loss or Damage to Customer resulting from any breach of warranty or other failure by Company to discharge its obligations under this Agreement.
- 15.2 The exclusions and limitations of liability under this article shall operate to the benefit of the Company's affiliates and subcontractors under this Agreement to the same extent such provisions operate to the benefit of the Company.
- 15.2.1

E. Legal provisions related to data

16.

17. Processing of personal data

- 17.1 To a certain extent, we collect and process personal data and the Customer/User will need to upload and provide certain personal data when making use of the Services. In this regard, each Party shall comply with its respective obligations under data protection and privacy legislation.
- 17.2 Our data processing arrangements are further described in our [Data Protection Terms](#). This policy shall constitute an integral part of these Terms and should be read in conjunction with the terms set forth herein.

18. Confidentiality

- 18.1 The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.
- 18.2 Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).
- 18.3 If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

19. Miscellaneous provisions

20. The following clauses are so-called "boiler plate" clauses but contain important arrangements between the Parties. Please read these carefully.

- 20.1 **Entire agreement** – The Agreement constitutes the entire agreement between Customer (and its Users) and Company, and supersedes all other communications, written or oral, with regard to the subject matter herein, the Platform and Services. For the avoidance of doubt, Customer's general, specific or other standard business terms, as the case may be, will not apply to this Agreement, notwithstanding any provision to the contrary as may be stipulated in each such document.
- 20.2 **Subcontracting** – Company has the right to subcontract any part of the execution of the Agreement to third parties.
- 20.3 **Transfer** – The Customer may only transfer its rights and obligations under the Agreement provided that it has obtained the prior written consent of Company.

- 20.4 **Non-exclusivity** – Nothing in the Agreement restricts or hinders the possibility for Company to provide any services and/or materials to third parties other than the Customer.
- 20.5 **Force Majeure** – Neither Party shall be liable to the other for any delay in, or failure of, the performance of its obligations under this Agreement arising from Force Majeure. The Party affected by Force Majeure shall as soon as practicable, send to the other a written notice setting out the circumstances of the event and its anticipated effect, and shall use all reasonable endeavors to minimize the effect of any such circumstances. If any delay or stoppage arising out of an event of Force Majeure continues for a continuous period of six (6) months, either Party may terminate this Agreement with immediate effect on giving written notice to the other, and neither Party shall be liable to the other for such termination.
- 20.6 **Survival** – The provisions of this Agreement that are intended to survive due to their sense and scope will also survive after the end, lapse, full execution or nullity of this Agreement.
- 20.7 **Severability** – In the event one or more provisions (or part thereof) of the Agreement are deemed or declared to be null and void by virtue of a final judgment of a competent court, the other provisions will maintain their binding force and scope without modification. The Parties shall replace the null and void provision (or part thereof) by a new provision which embodies as much as possible, and to the maximum extent allowed by law, the original purposes of the provision that was declared null and void.
- 20.8 **Notification** – All notifications under this Agreement will be considered to be communicated legitimately provided that such notification was made in writing (including by email).
- 20.9 **Changes to the Terms** – Company has the right to change this Agreement (including these Terms), and will inform Customer thereof via a message on the Platform.
- 20.10 **Mandatory Laws** – The restrictions and obligations contained in this Agreement shall not apply to the extent such restrictions and/or obligations violate applicable laws that cannot be pre-empted in an agreement or contract (for the purposes of this clause called “Mandatory Laws”). If the Customer believes that it has rights to act against or outside this Agreement based on Mandatory Laws, the Customer shall not exercise such rights unless and until it has provided thirty (30) calendar days prior notice to Company, and Company, in its full discretion, has not provided an alternative remedy.
- 20.11 **Links** – The Platform may provide links to other websites or resources. Company is not responsible for the availability of such sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.
- 20.12 **Interpretation** – Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.
- 20.13 **References** – The Company has the right to use the name and logos of the Customer on reference lists and in publicity (including website and social media) regarding its provision of services as well as using the same information and high level information in relation to the Agreement (e.g. average contract value) in requests for public or private calls for tender.
- 20.14 **Applicable law and competent court** – The Agreement is governed by and will be interpreted in accordance with the laws of Belgium (excluding its legal provisions of International Private Law). Should any disputes or differences whatsoever arise at any time between the Parties concerning this Agreement or its interpretation and/or execution, then before legal proceedings are commenced, a meeting between Party representatives shall be held at a mutually convenient time and place in order to discuss such dispute or difference in good faith with the intention of resolving the same. Should the Parties’ representatives fail to resolve the dispute or difference in the manner contemplated in this clause, any Party shall be entitled to refer the matter to the competent courts as referred to in this clause. Any dispute with respect to the

validity, interpretation or execution of the Agreement will be exclusively and finally settled by the courts of Dendermonde, Belgium.

20.15

F	Definitions
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22. Definitions

Capitalized notions used throughout the Agreement have the meaning attributed to them in this clause, unless where expressly otherwise stated:

- 22.1 **"Agreement"** means collectively, these Terms, including all documents, annexes, conditions or other information as referred to in these Terms, and all other documents or agreements which Parties may have agreed on in relation to the subject matter hereof.
- 22.2 **"Company"** means the company as identified in clause 1 of these Terms.
- 22.3 **"Confidential Information"** means all confidential information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include: (i) information that is, or becomes, generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) information known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) information developed independently by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) information received from a third party without breach of any obligation owed to the Disclosing Party; and (v) information which the Company is required and/or allowed to use under this Agreement to offer its Services.
- 22.4 **"Customer"** means the corporate entity identified during registration.
- 22.5 **"Damage"** means any costs, delays, damage, loss, expenses and other liabilities incurred by a Party.
- 22.6 **"Disclosing Party"** has the meaning is set out in clause 19.3.
- 22.7 **"Error"** means a substantial, verifiable and reproducible non-conformity of the Platform or Services as described.
- 22.8 **"Fees"** means the fees payable by the Customer to Company for the Services.
- 22.9 **"License"** means the license granted to the Customer as described and under the conditions set out in clause 3.1.
- 22.10 **"Log"** has the meaning as set out in clause 8.1.
- 22.11 **"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malware, malicious code, files, scripts, agents or programs.
- 22.12 **"Order Form"** means the offer, quotation, purchase order, tenders or contractual document that is issued by the Company to the Customer in relation to the access to the Platform and/or the delivery of Services, and which specifically includes an online order form made available on the Website and/or the Platform through which the Customer (or its User) can request access to the Platform and/or order any Services.
- 22.13 **"Party/Parties"** means either Company and/or Customer and its Users, as the context may require.
- 22.14 **"Platform"** means the platform through which the Customer's Users, using its/their username and password, can use the Services.
- 22.15 **"Receiving Party"** has the meaning as set out in clause 19.3.
- 22.16 **"Services"** means the services offered by the Company and as further described on the Website and in the additional documentation, where relevant, as made available by Company, including the use of the Platform where applicable. This also includes all

services rendered by the Company to the Customer on an individual and ad hoc basis, including where relevant any consultancy services.

22.17 **"Terms"** means the present general terms and conditions.

22.18 **"User"** means an individual who registered for the Services and who uses the Services on behalf of the Customer.