

Services Agreement

This Agreement shall govern all Services provided by AE to Customer, including the use of the Services by Customer.

Any other conditions than mentioned hereinafter, as well as any provisions to the contrary, have to be confirmed in writing and signed by duly authorized officers of both Parties in order to be applicable.

The Parties acknowledge that they have read this Agreement, understand it and agree to be bound by their terms and conditions.

1. Services and License

1.1. License.

Subject to the terms and conditions of this Agreement and upon payment of the fees, AE grants to Customer during the Service Term a non-exclusive, non-transferable, non-sublicensable, worldwide right to access and use the Services as made available to Customer by AE for its own internal business purposes, and to install, access, use and operate the Services, and make the Services available to its End Users (meaning any individual who has been authorized by Customer to use the functionalities of the Services).

AE may subcontract to third parties any part of the Services. In particular, AE may utilize third-party service providers to provide amongst others, but not limited to, connectivity, data centre services, database services and security services.

1.2. License to End Users.

Subject to the timely payment of the fees by the Customer, AE will grant to the End Users a restricted, personal, non-exclusive, non-transferable, non-assignable, worldwide license, without the right to sub-license. Customer acknowledges and agrees that AE can only grant a license and shall only deliver access to those End Users that use the Services in a responsible manner and in full compliance with this Agreement. The Customer shall be responsible for ensuring that all End Users are made aware of the terms of this Agreement relevant for their use of the Services and that they comply with the terms of this Agreement.

1.3. Limitations on Use of Services.

1. The Customer shall not use, print, copy, adapt, modify, translate or alter the Services in whole or in part except as expressly provided in this Agreement, in a separate written agreement or as permitted by compelling law. Customer shall not remove any identification, proprietary, copyright or other notices in the Services or documentation. In addition, Customer has no permission to reverse the Services into source code, to decompile, disassemble, or analyze the Services by "reverse engineering", to create derivative works of the Services, to merge the Services

with other software, to sublicense, sell, lease or otherwise encumber its rights granted by AE (unless expressly authorized by AE) and each attempt thereto shall constitute an infringement, unless such act is expressly permitted by compelling law.

In case of infringement, AE reserves all its rights to prove and obtain compensation for its full damages incurred by such infringement. This article does not prevent AE from obtaining an equitable relief in summary or other proceedings.

2. Customer shall notify AE immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security, use reasonable efforts to stop any unauthorized use of the Services, that is known or suspected by Customer, and not provide false identity information to gain access to or use the Services.

3. The Customer must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services.

4. The Customer must not use the Services in any way that is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2. Intellectual Property.

2.1. Services.

Except as expressly set forth in this Agreement, AE will own and retain all right, title and interest in and to the Services, including all software, improvements, enhancements or modifications thereto. "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights.

All rights in and to the Services not expressly granted to Customer in this Agreement are reserved by AE. No license is granted to the Customer except as to use of the Services as expressly stated herein.

2.2. Customer Data.

Customer retains all of its Intellectual Property Rights, title and interest in and to the Customer Data and Customer Confidential Information. No ownership interest in the Customer Data or Customer Confidential Information is transferred or conveyed to AE by virtue of this Agreement.

Customer grants to AE a non-exclusive, royalty-free, worldwide, sublicensable, transferable license to use, copy, store, transmit and display the Customer Data to the extent necessary to perform its obligations under this Agreement, in particular to provide and maintain the Services, and for no other purposes.

2.3. Reservation of Rights.

This Agreement does not grant AE any rights to Customer's data or the Intellectual

Property Rights embodied in that data except for the limited rights expressly set forth in this Agreement.

This Agreement does not grant Customer (i) any rights to the Intellectual Property Rights in the Services or (ii) any rights to use the AE trademarks, logos, domain names, or other brand features.

2.4. Limited Permission.

1. The Customer explicitly approves for the processing of its Customer data on the infrastructure located in Europe.

AE will have the right to view, analyze and store Customer data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer's data and data derived therefrom) for smart analytics purposes in order to enhance the functionalities of the Services ("the Purpose"). AE warrants that the use of the Customer Data by AE is strictly limited to the Purpose, that the data shall be anonymized before using them for the Purpose and that such use shall be subject to appropriate security and privacy precautions.

AE will be free (during and after the term hereof) to, without any obligation to Customer, (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other AE offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

2. All Intellectual Property Rights in the Customer data will remain, as between the Parties, the property of the Customer. This Agreement does not grant AE any rights to customer's data, or the intellectual property rights embodied in that data except as for the limited rights expressly set forth in this article.

3. The Customer warrants to AE that the Customer data, and their use by AE in accordance with the terms of this Agreement, will not, in each case in any jurisdiction and under any applicable law:

- breach any laws, statutes, regulations or legally binding codes;
- infringe any person's intellectual property rights or other legal rights; or
- give rise to any cause of action against AE or the Customer or any third party.

Where AE reasonably suspects that there has been a breach by the Customer of the provisions of this article, AE may:

- delete or amend the relevant Customer data; and/or
- suspend any or all of the Services while it investigates the matter after having sent out a notification to that effect and having considered the Customer reaction and methods to remedy the situation while allowing

Customer a reasonable period to investigate and remedy this.

AE shall ensure that the Customer data stored and processed by the Services are stored separately from, and are not co-mingled with, the materials of other customers of AE and are adequately protected.

2.5. Suggestions.

While we appreciate it when users send us feedback, comments or suggestions about the Services ("Feedback"), Customer irrevocably agrees that AE may, at its discretion and for any purpose, use, modify, and incorporate into its products and services, license and sublicense, any such Feedback without any obligation to Customer.

2.6. Customer Logo.

AE may use Customer's name and logo on AE's website and socials for the sole purpose of marketing of the Services. Use of Customer's name and logo on AE's website and socials will be revocable for any reason at any time by Customer.

AE's name, logo and the product names associated with the Services are trademarks of AE or third parties, and they may not be used without AE's prior written consent, which consent shall however not be unreasonably withheld.

4. Term and Termination.

4.1. Term.

This Agreement is for the Service Term of one (1) year unless otherwise agreed between Parties, and will automatically renew for additional periods of the same duration as such Service Term, unless a Party requests termination in writing at least thirty (30) days prior to the end of the then current Service Term. A termination request will be given via registered letter or via a proven received e-mail to contractbeheer@ae.be.

In case of an early termination of the Services by the Customer within a renewed Service Term, there will be no pro rata reimbursement of the yearly Subscription Fee. This means that the upfront payment of the Subscription Fee shall be considered as acquired by AE.

4.2. Termination.

This Agreement can be terminated by a Party with immediate effect without prior registered written notice and without intervention of the court, without any compensation being payable as a result of this termination and without prejudice to any liability, if the other Party:

- Becomes insolvent or unable to pay its debts, proposes a voluntary arrangement;
- Is subject to bankruptcy or dissolution;

- Shall otherwise enter into any composition or arrangement with its creditors;
- Ceases to carry on business or if it claims the benefit of any statutory moratorium.

4.3. Survival.

The following Sections and all payment obligations will survive any expiration or termination of this Agreement: 1.3, 2, 3, 4, 4.3, 6, 7, and 9.

5. Warranties.

5.1. General.

AE represents that it is free to enter into this Agreement and it has not made or will not make any grant or assignment which can or might prevent or interfere with the full performance of its obligations under this Agreement.

Parties agree that they will act in good faith at all times and shall not bring each other in disrepute.

AE represents and warrants that it will provide the Services in a professional manner consistent with general industry standards.

AE warrants that the Services will not contain any viruses that would disable the software or any computer systems, network or data of the Customer or that would permit AE or any third party to access the software or any computer system, network or data of the Customer or that would permit any third party to track, monitor or otherwise report the operation and the use of the software or any computer system, network or data of the Customer.

The Customer warrants that it will at all times use the Services in conformity with the directives and instructions of AE and will take all measures to safeguard the integrity and security of such Services and any goods or materials in connection with it.

5.2. Warranty disclaimer.

To the fullest extent permitted by law, except as expressly stated in this Agreement, neither AE nor its licensors make any warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, or noninfringement. neither AE nor its licensors make any warranty about any content or information in or from an end user or Customer services account. AE is not responsible for the accuracy, completeness, integrity, appropriateness, or legality of data, declaration proposals, or any other information shared or posted by a Customer or its users.

6. Indemnification and Limits of Liability.

1. In no event shall AE's liability include any consequential damage arising out of the provision and/or use of the Services and/or any documentation related to it,

or any other damage which has not been caused directly and immediately by a fault of AE.

The liability for deficiencies in the infrastructure services and/ or any third party software is limited to the liability of the cloud provider and/or third party software provider towards AE.

For direct damages resulting out of the Services, the liability of AE towards the Customer shall never exceed the yearly Subscription Fee paid by the Customer.

2. AE shall defend and hold Customer harmless from any claims, lawsuits or legal actions instituted against Customer by any third party that are based on the argument that the Services constitute infringement of copyrights protected in those countries where the Services are permitted to be used. AE shall have the sole control of the defense and settlement of the claim. The obligations of AE in the terms of this article are expressly subordinated to the following terms:

- Customer must inform AE immediately and by registered mail with acknowledgement of receipt of any claim or legal action based on the infringement of a copyright, and
- Customer must communicate to AE any information available to Customer regarding this claim, and
- Customer must co-operate, completely, with AE in all matters of the defence, the dispute or the settlement of the claim.
- If Customer fails to comply with the above, it shall be liable for all the extra costs, damages, interests and legal expenses which are caused by this failure to comply. Customer shall also be liable for any settlement or any transaction concluded without the prior written agreement of AE.
- If the use of the Services leads to a legal action for copyright infringement, then AE shall, at any time and at its own expense:
 - Replace the Services with non-infringing Services and/or Documentation, or alter it so as to eliminate any infringement, or
 - Stop the provision of the infringing part of the Services and/or Documentation and refund Customer the appropriate part of the Subscription Fee, related to the infringing part of the Services
 - Obtain for Customer the right to use the infringing Services.

The above is the only and exclusive obligation and warranty of AE with respect to copyrights.

2. AE offers no warranty in the area of patent infringement, or any other industrial and intellectual right, except with respect to copyright as stated above.

AE shall not be liable in any way with respect to Customer if the claim or infringement is founded on or caused by the following actions performed by any other

party than AE:

- The combination of the Services with equipment, systems or software supplied by a third party without AE's prior written approval, or
- Any modification or alteration of Services by Customer or a third party, or by AE performed at Customer's instruction, or
- The use of the Services for purposes other than those for which it is intended.

AE's liability for Customer's infringement of any third party's right is limited to that stipulated above.

7. Confidential Information.

The Customer acknowledges that the information and data (including the general business information) it receives from AE concerning the Services and any documentation related to the Services are confidential and proprietary and a valuable commercial asset of AE.

AE acknowledges that the general business information and Customer data it receives from the Customer is confidential and proprietary.

Both Parties agree to keep the above-mentioned information and data they receive from the other Party in confidence and to not disclose any of it to a third party or use it for its own benefit without previous consent of the other Party in writing.

Both Parties may only disclose the confidential information or data to those of its employees or advisors, who require the information to enable that Party to fulfil its contractual obligations towards the other Party.

A Party's Confidential Information shall not be deemed to include information that:

- is or becomes publicly known other than through any act or omission of the receiving party;
- was in the other Party's lawful possession before the disclosure;
- is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- is independently developed by the receiving party, which independent development can be shown by written evidence; or
- is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

8. Access and Data Security.

8.1. Access to Systems.

Access, if any, to Customer's computer, telecommunication or other information systems ("Systems") is hereby granted solely to provide the Services described in

this Agreement and is limited to those specific systems, time periods, and personnel as are reasonably needed to effect the purpose of this Agreement. Access is subject to business control and information protection policies, standards, and guidelines as may be provided by Customer. Without limiting the foregoing, AE warrants to Customer that it has adequate security measures in place to comply with the above obligations and to ensure that access granted hereunder will not impair the integrity and availability of Customer's systems.

8.2. Data Protection and Security.

With respect to the processing of personal data pursuant to this Agreement and the documents referred to herein, Parties signed on the 8th of March 2021 a Data Processing Agreement (see Exhibit D).

9. General.

9.1. Assignment.

Customer may not assign any part of this Agreement without the AE's prior written consent, except that no such consent will be required with respect to an assignment of this Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any other attempt to transfer or assign is void. This clause does not limit the right of Customer to make the content of this Agreement public for operational business purposes.

9.2. Hiring of personnel.

The Customer and AE both shall not recruit or enter into any agreement with employees or independent consultants of the other Party, whether directly or indirectly, even in the event that such employees or independent consultants spontaneously offer their services to them, for the duration of the present Agreement and for a 12-month period after the Agreement has expired.

In the event of any breach of this article by a Party, the Parties will endeavor in good faith to reach an agreement relating to the compensation to be paid. Failing any such agreement, the offending Party shall pay the other Party, per individual infringement, a lump sum of 75.000.00 € to the other Party.

Customer agrees that this article is reasonable and necessary for the protection of the legitimate interests of AE. If any provision of this article would exceed the limitations concerning duration, territory or object or any other limitation provided by law, than the Parties agree that this provision automatically will be replaced by another provision respecting the maximum limitations provided by law.

9.3. Severability.

If any provision of the Agreement is held to be void or unenforceable under applicable law, this shall not cause the other provisions of the Agreement to be void or unenforceable. In such cases Parties shall replace the affected provision by a different provision that is not void or unenforceable and that represents the same intention that Parties had with the original provision.

9.4. Governing Law.

This Agreement is exclusively governed by Belgian law. In case of disputes or claims with respect thereto, the Courts of Leuven (Belgium) shall have sole jurisdiction.

9.5. Entire Agreement.

This Agreement including all attachments, exhibits and Order Form(s), is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

9.6. Force Majeure.

Neither AE nor Customer will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance, an epidemic or pandemic (including COVID-19)). Any delay resulting from such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstance. In such an event each Party shall notify the other Party of the expected duration of the force majeure event.