NETiKA BS Software license agreement and Software as services General Terms and Conditions "GTC"

All software and software as services provided by NETiKA BS are subject to the following General Terms and Conditions ("GTC") and those of the Product Order (together the "Agreement") which are agreed to by the Customer, on the one hand, and NETiKA BS, a company incorporated under Belgian Law, duly registered at the BCE under N°0452.951.495, with its registered office at 1300 Wavre, 27 avenue Zénobe Gramme, Belgium ("NETiKA BS") on the other hand. NETiKA BS reserves the right to update the GTC at any time without stating a reasons. The updated GTC shall be deemed to have been accepted by the Customers two weeks after their communication without objection from the Customer.

1.1. "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2. "Agreement" means a Product Order and documents incorporated and/or referred into a Product Order including the GTC.

1.3. "Authorized User" means any individual to whom Customer grants access authorization to use the Products that is an employee, contractor or representative of Customer.

1.4. "Cloud Services" means any distinct, subscription-based, hosted, supported and operated on demand solution provided by NETiKA BS under a Product Order.

1.5. "Confidential Information" means

(a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and

(b) with respect to NETiKA BS: (i) the Products, Support Materials and analysis under Section 3.3, and (ii) information regarding NETiKA BS research and development, product offerings, pricing and availability.

(c) Confidential Information of either NETiKA BS or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.6. "Customer" means the individual or company named in the Product Order which has entered into an Agreement with NETiKA BS relating to the Cloud Services and/or the Licensed Software (as a licensee).

1.7. "Customer Data" means any content, materials, data and information that Authorized Users enter into the Products or that Customer derives from its use of and stores in the Products (e.g. Customer-specific reports). Customer Data and its derivatives will not include NETiKA BS's Confidential Information.

1.8. "Development": any or all developments of, and/or improvements or modifications to the Licensed Software by NETiKA BS, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

1.9. "Intellectual Property Rights" means copyrights, database rights, patents, trademarks, trade names, device, commercial symbols, logos, get up and sign, service marks, registered designs,

layout-designs, know-how and all other proprietary industrial or intellectual property right anywhere in the world for the full term of the rights concerned, whether registered or not and including any applications therefore, and all goodwill related thereto, as well as all reversions, extensions and renewals of such rights and all accrued rights of action in relation to such rights.

1.10. "Licensed Software" means (i) any and all software products delivered to Customer by NETiKA BS under this Agreement and installed on-premises at Customer location and on its own infrastructure as specified in the Product Order hereto, all as developed by or for NETiKA BS and/or any of its affiliated companies ; (ii) Developments, any new releases, updates or versions thereof made available and (iii) any complete or partial copies of any of the foregoing.

1.11. "Maintenance and Support Services" means the support and maintenance services provided by Netika with respect to the Licensed Software in accordance with Schedule 1.

1.12. "Offer" means the document defining specific conditions applicable to the Product Order that, once the Product Order has been signed by Customer, will form part of it.

1.13. "Products" means the Licensed Software and/or the Cloud Services, as applicable.

1.14. "Product Order" means the ordering document for the Products and also any offer from NETiKA to the Customer.

1.15. "Specific Services" means any and all consultancy, custom development and training services performed by NETiKA BS's employees or subcontractors.

1.16. "Support Materials" mean any and all guides, user manuals and other documents or materials provided or developed by NETiKA BS (independently or with Customer's cooperation) in the course of performing this Agreement, including in the delivery of any Specific Services to Customer. Support Materials do not include the Customer Data, Customer Confidential Information or the Products.

1.17. "Subscription Term" means :

For Cloud Services, the term of the Product subscription identified in the applicable Product Order, and any and all renewals periods. Unless otherwise stated in the applicable Product Order, the Product subscription shall be renewed automatically after the initial subscription period set out in the Product Order for successive twelve month periods unless or until terminated by either Party on giving to the other at least three months' written notice to expire at the end of the initial subscription period set out in the Product Order or any renewal period, subject always to the Agreement being terminated earlier in accordance with its terms (e.g. on account of breach).

For Licensed Software, the term commencing on the day of installation of the Licensed Software in accordance with Section 2.2.2 and ending on the earlier of (i) the date of expiry of the Maintenance and Support Services or (ii) the date on which the Agreement is terminated by either Party in accordance with Section 9.2.

1.18. "Supplement" means the supplemental terms and conditions that apply to the Products and that are incorporated in a Product Order.

1.19. "Third Party Software": any and all computer programs provided by third parties and associated licenses required for the operation of the Licensed Software.

2. BACKGROUND AND PURPOSE

2.1. As of the entry into force of the Agreement in accordance with Sections 9.1, the Parties have entered into the Agreement for the provision of Licensed Software and/or Cloud Services.

2.2. The Agreement is hereby limited to the provision of the Licensed Software and/or Cloud Services to the Customer itself, unless the Agreement provides otherwise by means of Supplement.

2.3. In order to implement the Licensed Software and/or the Cloud Services for the Customer, NETiKA BS may also perform certain mutually agreed Maintenance and Support Services as set forth in Schedule 1 and the Product Order and/or mutually agreed Specific Services requested by Customers. Any mutually agreed Specific Services shall be subject to an Offer addressed by NETiKA BS to the Customer and accepted by the latter.

3. CLOUD SERVICES

3.1. NETiKA BS grants to Customer for the Subscription Term set forth a non-exclusive, non-transferable and world-wide right to use the Cloud Services (including its implementation and configuration) and Support Materials solely for Customer's internal business operations. Permitted uses and restrictions of the Cloud Services also apply to Support Materials.

3.2. Modifications

3.2.1. The Cloud Services may be modified by NETiKA BS from time to time. NETiKA BS will inform Customer of modifications by email, the support portal (if any) and release notes or the Cloud Services. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Services, which Customer may use subject to the then-current Supplement and Documentation.

3.2.2. If Customer establishes that a modification is not solely an enhancement and materially has resulted in the removal of the substantial functionalities described in the initial Offer of the Cloud Services, Customer may terminate its subscriptions to the affected Cloud Services by providing written notice to NETiKA BS within thirty days after receipt of NETiKA BS's informational notice.

3.3. Analysis

NETiKA BS or NETiKA BS Affiliates may create analysis utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Services and Maintenance and Support Services. Analysis will anonymize and aggregate information and will be treated as Support Materials. The purpose of such analysis may be for instance: optimizing resources and support; research and development; automated processes that enable continuous improvement, performance optimization and development of new NETiKA BS products and services; verification of security and data integrity; internal demand planning; and data products such as industry trends and developments, indices and anonymous benchmarking.

3.4. Usage rights and restrictions

3.4.1. Verification of Use.

Customer will monitor its own use of the Cloud Services and report any use in excess of? the number of Authorized Users ordered by Customer. NETiKA BS may monitor use to verify compliance with volume and the Agreement.

3.4.2. Suspension of Cloud Services

NETiKA BS may suspend use of the Cloud Services if continued use may result in material harm to the Cloud Services or its users. NETiKA BS will promptly notify Customer of the suspension. NETiKA BS will limit the suspension in time and scope as reasonably possible under the circumstances.

3.4.3. Acceptable Use Policy

With respect to the Cloud Services, Customer will not:

(a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
(b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
(c) circumvent or endanger its operation or security.

3.4.4. Third Party Web Services

The Cloud Services may include integrations with web services made available by third parties (other than NETiKA BS or its Affiliates) that are accessed through the Cloud Services and subject to terms and conditions with those third parties. These third-party web services are not part of the Cloud Services and the Agreement does not apply to them.

3.5. Cloud Services availability and maintenance

3.5.1. The Cloud Services shall be available on a 7 days/7 and 24hours/24 basis with a ninety-five (95) percent average annual availability (hereinafter referred to as "SLA").

3.5.2. NETiKA BS will notify Customer in a timely fashion if possible if maintenance is required as a result of which the Cloud Services are not available. Platform downtimes due to maintenance will not be counted as unavailability periods for the calculation of the Cloud Services' availability.

3.5.3. NETiKA BS is not responsible for Internet or web-related downtimes, especially downtimes during which the Cloud Services cannot be accessed through the Internet due to technical or other problems that are beyond NETiKA BS's control (e.g. force majeure, third party fault, etc.)

3.5.4. Should the above mentioned SLA not be attained for any given twelve (12)-month contract period, then Customer will be entitled to a one (1)-month free use of the Cloud Services. Customer acknowledges and agrees that this shall be Customer's sole and exclusive remedy for breach of the SLA.

4. LICENSED SOFTWARE

4.1. NETiKA BS grants to Customer for the Subscription Term a limited, non-exclusive, non-sublicensable and non-transferable license to use the Licensed Software for internal purposes, for the number of Authorized Users paid for by the Customer only in accordance with the provisions of the Agreement and subject to payment of the fees as set forth in the Product Order including the fees related to Maintenance and Support Services.

4.2. Customer shall not duplicate, copy or reproduce the Licensed Software or any portion thereof. Customer will not itself, or through any Affiliate, agent or other third party sell, lease, license, sublicense, modify (other than as expressly permitted herein) or encumber the Licensed Software or any part thereof or decompile, disassemble, or reverse engineer any portion of the Licensed Software or attempt to discover any source code or underlying ideas or algorithms of the Licensed Software or otherwise engage in any activities designed to replicate the functionality of the Licensed Software.

4.3. Delivery of the Licensed Software

Unless otherwise agreed between the Parties, the Licensed Software shall be delivered to Customer and installed by NETiKA BS by remote access to Customer's computer system.

4.4. Verification of use – Audit right

4.4.1. NETiKA BS shall be permitted to audit (in accordance with NETiKA BS procedures, which may include on-site and/or remote audit) the use of NETiKA BS'S Licensed Software. Customer shall cooperate reasonably in the conduct of such audits in accordance with Section 7.3.2. If Customer does not comply with its obligations under this Section 4.4 within ten (10) days of a written request to do so notified by NETiKA BS hereunder, Customer agrees to pay to NETiKA BS, per week after such time period where Customer does not comply with its obligations under this Section 4.4, a penalty amounting to the average annual license fees paid under the Agreement by Customer during the twelve month period preceding the written request. This penalty is in addition to and not in lieu of any damages that might be due to NETiKA BS as a result of Customer's breach of its obligations under this Section 4.4.

4.4.2. Reasonable costs of NETiKA BS's audit shall be paid by Customer if the audit results indicate usage in excess of the licensed quantities or levels.

4.4.3. In the event an audit reveals that (i) Customer underpaid license fees and/or NETiKA BS Maintenance and Support Service fees to NETiKA BS and/or (ii) that Customer has used the Licensed Software in excess of the license quantities or levels stated in the Product Order, Customer shall pay such underpaid fees and/or for such excess usage based on the thencurrent NETiKA BS price list, terms and conditions in effect at the time of the audit increased by a fifteen (15) percent penalty plus late payment interest from the original due date, and shall execute an additional Product Order to affect the required licensing of any additional quantities or levels.

5. AUTHORIZED USERS

Customer may permit Authorized Users to use the Products. Usage is limited to volumes stated in the Product Order. Access credentials for the Products may not be used by more than one individual but may be transferred from one individual to another if the original user is no longer permitted to use the Products. Customer is responsible for any and all activity using its, access credentials whether or not he authorized that activity and for breaches of the Agreement caused by Authorized Users.

6. CUSTOMER DATA

6.1. Customer Data

Customer is responsible for the Customer Data and entering it into the Products.

6.2. Personal Data

Customer will collect and maintain all Personal Data (as defined in the Data Processing Agreement) contained in the Customer Data in compliance with applicable data privacy and protection laws.

6.3. Security

Customer will maintain reasonable security standards for its Authorized Users' use of the Products and

6.4. Access and/or export of Customer Data

6.4.1. During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case NETiKA BS and Customer will find a reasonable method to allow Customer access to Customer Data.

6.4.2. Before the Subscription Term expires, Customer may use NETiKA BS's self-service export tools (if available) to perform a final export of Customer Data from the Services. If such self-service export tools are not available, NETiKA BS shall return all Customer data to the Customer in a readable format.

6.4.3. In the event of third party legal proceedings relating to the Customer Data, NETiKA BS will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

7. PERSONAL DATA

7.1. Each Party warrants that it complies with applicable data protection legislation and takes full responsibility of its data (including in respect of the Customer, Customer Data and Personal Data contained therein) and its processing under such legislation.

7.2. <u>When providing Cloud Services</u>,

7.2.1. NETiKA BS acts as a Data Processor. The Customer Data shall be treated by NETiKA BS in accordance with the Data Processing Agreement part of the Agreement. According to the Data

Processing Agreement, Customer grants to NETiKA BS (including its Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Services as described in the Data Processing Agreement.

7.2.2. NETiKA BS shall use reasonable security technologies in providing the Cloud Services. As a data processor, NETiKA BS has implemented technical and organizational measures referenced in the Data Processing Agreement which is part of the Agreement to secure Personal Data (as defined in the Data Processing Agreement) processed in the Cloud Services in accordance with applicable data protection and privacy law.

7.2.3. At the end of the Agreement, NETiKA BS will delete the Customer Data remaining on servers hosting the Cloud Services unless applicable law requires retention in accordance with the Data Processing Agreement. Retained data is subject to the confidentiality provisions of the Agreement.

7.3. When providing the Licensed Software,

7.3.1. NETiKA BS does not process any Customer Data as they are stored on-premises and NETiKA BS does not have access to the Customer Data.

7.3.2. When NETiKA BS is given access to Customer's systems and data, NETiKA BS shall comply with Customer's administrative, technical, and physical safeguards to protect such data and guard it against unauthorized access. In connection with such access, Customer shall be responsible for providing NETiKA BS with user authorizations and passwords to access its systems and revoking such authorizations and terminating such access from time to time. Customer shall not grant NETiKA BS access to Customer systems or personal information (of Customer or any third party) unless such access is required for the performance of the Agreement. The Parties agree that no breach of this provision shall be deemed to have occurred in the event of NETiKA BS non-conformance with the aforementioned safeguards but where no personal information has been compromised.

8. FEES AND TAXES

8.1. Fees

Customer will pay fees as stated in the Product Order. All Product Orders are non-cancellable and fees non-refundable except as set forth in Section12.1.3. Any fees not paid when due shall accrue interest at the maximum rate as allowed by law.

8.2. Taxes

Fees and other charges described in the Agreement do not include sales, VAT, withholding, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Any applicable direct pay permits or valid tax-exempt certificates must be provided to NETiKA BS prior to the execution of the Agreement. If NETiKA BS is required to pay Taxes, Customer shall reimburse NETiKA BS for such amounts. Customer hereby agrees to indemnify NETiKA BS for any Taxes and related costs, interest and penalties paid or payable by NETiKA BS.

8.3. Pricing

The price of the Products is linked to the number of Authorized Users and the number of companies managed by the Customer, as well as any discounts granted to Customer in accordance with the conditions specified in the Agreement. If Customer wishes that the Licensed Software is used by a greater number of users or manages a larger number of companies than provided in the Order, additional fees will be charged, including the adaptation of the ORACLE runtime required to use the Licensed Software. No written Offer or Product Order must be

previously sent by NETiKA BS to Customer to justify charging the upgrade requested by the latter, and Customer acknowledges and agrees that it has been informed of the fees and services offered in the Product Order and the Agreement and has accepted them.

8.4. When using the Licensed Software, Customer undertakes to communicate to NETiKA BS, in writing, any increase in the number of Authorized Users or companies managed by the Licensed Software. Any additional maintenance and support fees charged to Customer in this respect will be prorated to the time remaining until the next anniversary date of the Agreement.

8.5. Except otherwise provided for on the invoice, all invoices shall be payable by Customer, by bank transfer, within thirty (30) days from the date of invoice.

8.6. Without prejudice to any other rights NETiKA BS may have, if Customer fails to pay any sum due to NETiKA BS on the due date and subsequently fails to pay such due sum within seven days of NETiKA BS sending a second written reminder to Customer, NETiKA BS may suspend Customer's use of the Products and/or the Maintenance and Support Services until such time as all due payments including all interest accrued, administrative and technical costs have been paid in full.

8.7. NETiKA BS shall have no liability for damages sustained by Customer resulting from suspension of the use of the Products and/or the Maintenance and Support Services pursuant to this Section. Customer shall be responsible for any costs incurred by NETiKA BS in enforcing this Section including, without limitation, full legal costs and court fees.

9. TERM AND TERMINATION

9.1. Term

The Agreement shall enter into force on signature by the last signatory and endure until the expiry of the Subscription Term.

9.2. Termination

Without prejudice to other rights to which it may be entitled and to any other Section of the Agreement, the Agreement may be terminated immediately by written notice to the other Party:

9.2.1. upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty-day period;

9.2.2. as permitted under Sections 3.2.2 or 12.1.3 (with termination effective thirty days after receipt of notice in each of these cases), or

9.2.3. immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 13.

9.3. Termination Payment

If NETiKA BS terminates this Agreement pursuant to Section 9.2 or Customer terminates this Agreement other than according to Section 9.2 or than as permitted under Section 3.2.2, Customer agrees to pay the Termination Payment to NETiKA BS as agreed damages which Customer agrees are a true reflection of the loss suffered by NETiKA BS. Customer will also pay to NETiKA BS on demand any costs and expenses NETiKA BS may incur in enforcing the terms of this Agreement following a breach by the Customer. The Termination Payment referred to above will be calculated as follows:

(a) all fees, interest and other payments due to be paid before the termination date in accordance with the Product Order but not yet paid; and

(b) the rest of the fees which would be payable (but for early termination) to the end of the Subscription Term.

9.4. Upon the effective date of expiration or termination of the Agreement:

9.4.1. Customer's right to use the Products and all NETiKA BS Confidential Information will end,

9.4.2. Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

9.4.3. termination or expiration of the Agreement does not affect other agreements between the parties.

9.4.4. the Licensed Software shall be uninstalled by NETiKA BS by remote access, Customer undertakes to provide the required remote access to the Licensed Software within fifteen (15) working days of after NETiKA BS' written request. If Customer does not comply with its obligations under this Section 9.4.4 within ten (10) days of a written request to do so notified by NETiKA BS hereunder, Customer agrees to pay to NETiKA BS, per week after such time period where Customer does not comply with its obligations under this Section 9.4.4, a penalty amounting to the average annual license fees paid under the Agreement by Customer during the twelve month period preceding the written request. This penalty is in addition to and not in lieu of any damages that might be due to NETiKA BS as a result of Customer's breach of its obligations under this section 9.4.4. If Customer fails to provide such remote access within the above time-frame, Customer agrees to pay to NETiKA BS, per week after such time period where Customer does not comply with its obligations under this Section 9.4.4, a penalty amounting to the average annual license fees paid under the Agreement by Customer during the twelve month period preceding the written request. This penalty is in addition to and not in lieu of any damages that might be due to NETiKA BS as a result of Customer's breach of its obligations under this section 9.4.4.

9.5. All obligations under the Agreement which are expressed or by their nature are intended, to survive beyond the termination or expiry of the Agreement shall survive its termination or expiry.

10. WARRANTIES

10.1. Compliance with Law

Each Party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

10.1.1. in the case of NETiKA BS, the operation of NETiKA BS's business as it relates to the Products, and

10.1.2. in the case of Customer, the Customer Data and Customer's use of the Products.

10.2. Good Industry Practices

NETiKA BS warrants that it will provide the Products in substantial conformance with the Product Order.

10.3. Remedy

Customer's sole and exclusive remedies and NETiKA BS's entire liability for breach of the warranty under Section 10.2. will be the right for the Customer to use the Products free of charge for the duration for which the Products was not provided used in substantial conformance with the Product Order.

10.4. Warranty Exclusions

The warranties in Sections 10.2. will not apply if:

10.4.1. the Products are not used in accordance with the Agreement,

10.4.2. any non-conformity is caused by Customer, or by any product or service not provided by NETiKA BS, or

10.4.3. the Products were provided for no fee.

10.5. Except as expressly provided in the Agreement, neither NETiKA BS nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of NETiKA BS or product roadmaps in obtaining subscriptions for any Products.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Reservation of Rights

NETiKA BS, its Affiliates or licensors own all intellectual property rights in and related to the Products, Developments, Support Materials, design contributions, related knowledge or processes, , and more generally all those resulting from the Agreement, the Maintenance and Support Services, Specific Services or Supplement, and any derivative works of the abovementioned properties (the "NETiKA BS Intellectual Properties"). All rights not expressly granted to Customer are reserved to NETiKA BS and its licensors. To the extent that Customer may acquire property rights in Developments by operation of law, Customer hereby assigns to NETiKA BS, with full title guarantee, all of its rights in and to Developments. At NETiKA BS's request and expense, Customer shall assist and cooperate with NETiKA BS in all reasonable respects and shall execute documents, give testimony and take further acts as reasonably requested by NETiKA BS to acquire, transfer, maintain and enforce any legal protection for the Developments.

11.2. Non-Assertion of Rights

Customer covenants, on behalf of itself and its successors and assigns, not to assert against NETiKA BS, its Affiliates or licensors, any rights, or any claims of any rights, in any part of the NETiKA BS Intellectual Properties. **12. THIRD PARTY CLAIMS**

12.1. Claims Brought Against Customer

12.1.1. NETiKA BS will defend Customer against claims brought against Customer by any third party alleging that Customer's use of the Products infringes or misappropriates a patent claim, copyright, or trade secret right. NETiKA BS will indemnify Customer against all damages finally

awarded against Customer (or the amount of any settlement NETiKA BS enters into) with respect to these claims.

12.1.2. NETiKA BS's obligations will not apply if the claim results from (i) Customer's breach of Sections 3 and 4, (ii) use of the Products in conjunction with any product or service not provided by NETiKA BS, or (iii) use of the Products provided for no fee.

12.1.3. In the event a claim is made or likely to be made, NETiKA BS may (i) procure for Customer the right to continue using the Products under the terms of the Agreement, or (ii) replace or modify the Products to be non-infringing without a material decrease in functionality. If these options are not reasonably available, NETiKA BS may terminate Customer's subscription and licenses to the affected Product upon written notice to the other, in which case NETiKA BS shall refund all fees prepaid by the Customer on a pro rata temporis basis.

12.2. Claims Brought Against NETiKA BS

Customer will defend NETiKA BS against claims brought against NETiKA BS, its Affiliates and subcontractors by any third party related to Customer Data except in case of breach by NETiKA BS of the Data Processing Agreement or for a cause set out in Section 12.1.2.

Customer will indemnify NETiKA BS against all damages finally awarded against NETiKA BS, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

12.3. Third Party Claim Procedure

12.3.1. The party against whom a third-party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense and it shall not take any steps or provide any answer to steps taken by the third party (mail or other) without the other party's prior approval nor at any time admit liability or otherwise attempt to settle the said claim or action.

12.3.2. The party that is obligated to defend a claim will have the right to fully control the defense.

12.4. Exclusive Remedy

The provisions of Section 12 state the sole, exclusive, and entire liability of the parties to the other party, and is the other party's sole remedy, with respect to above-mentioned third party claims and to the infringement or misappropriation of third party intellectual property rights.

13. CONFIDENTIALITY

13.1. Use of Confidential Information

Confidential Information disclosed by either Party shall not be used or reproduced in any form except as required to accomplish the intent of the Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all reasonable steps (meaning those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights and/or perform its obligations hereunder, and who are under obligations of confidentiality substantially similar to those set forth herein.

13.2. Exceptions

The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information;
(b) has become generally available to the public without breach of the Agreement by the receiving party;
(c) at the time of disclosure, was known to the receiving party free of restriction;
(d) the disclosing party agrees in writing is free of such restrictions; or
(e) is required to be disclosed by order of a court or of an administrative or regulatory body, provided that Disclosing Party is given prompt written notice of such requirement and the scope of such disclosure is limited to the maximum extent possible.

13.3. Customer shall not disclose the terms and conditions of the Agreement or the pricing contained herein to any third party unless it is required by law, under an audit relating to the acquisition one of the Parties or to some similar operation, or under Court proceedings involving the Parties.

13.4. The obligation under Section 13 shall remain into force for the entire duration of the Agreement and for a further three (3) years after its termination or expiry.

14. MAINTENANCE AND SUPPORT SERVICES

14.1. Maintenance and Support Services shall be provided to Customer by NETiKA BS as set forth in Schedule 1 and the Product Order subject to payment by Customer of the applicable fees in accordance with the Product Order and the payment terms herein.

14.2. The Maintenance and Support Services may be provided by NETiKA BS or individuals or organizations employed by or under contract with NETiKA BS, at NETiKA BS's discretion. NETiKA BS shall in any event remain responsible for its obligations and the compliance with the terms and conditions of the Agreement as if the Maintenance and Support Services were performed by NETiKA BS.

15. LIMITATION OF LIABILITY

15.1. Neither party will exclude or limit its liability for damages resulting from:

15.1.1. the parties' obligations under Section 12.1. and 12.2.,

15.1.2. unauthorized use or disclosure of Confidential Information,

15.1.3. either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of Personal Data,

15.1.4. death or bodily injury arising from either party's gross negligence or wilful misconduct, or

15.1.5. any failure by Customer to pay any fees due under the Agreement.

15.2. Liability Cap

Subject to Sections 15.1 and 15.3, the maximum aggregate liability of NETiKA or its respective Affiliates or subcontractors to the Customer or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the fees paid for the applicable Products directly causing the damage for that twelve month period. Any "twelve-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

15.3. Exclusion of Damages

Subject to Sections 15.1

15.3.1. NETiKA nor its respective Affiliates or subcontractors will be liable to the Customer or any other person or entity for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

15.3.2. NETiKA BS will not be liable for any damages caused by any Products provided for no fee.

15.4. Risk Allocation

The Agreement allocates the risks between NETiKA BS and Customer. The fees for the Products reflect this allocation of risk and limitations of liability.

16. ASSIGNMENT

Customer may not, without NETiKA BS's prior written consent, assign, delegate, pledge, or otherwise transfer the Agreement, or any of its rights or obligations under the Agreement or NETiKA BS Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. NETiKA BS may (i) assign the Agreement to any of the NETiKA BS Affiliates or (ii) subcontract all or part of the work to be performed under this Agreement to a qualified third party.

17. GENERAL PROVISIONS

17.1. Severability

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

17.2. No Waiver

A waiver or non-enforcement against any breach of the Agreement or obligation under the Agreement is not deemed a waiver of any other breach or obligation.

17.3. Notices

All notices will be in writing and given when delivered to the respective offices of NETiKA BS and Customer at the addresses first set forth above or in the Order. Notices by NETiKA BS relating to the operation or support of the Cloud Service and those under Sections 3.2 and 8.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Product Order.

17.4. Electronic Signature

Electronic signatures that comply with applicable law are deemed original signatures.

17.5. Independent Contractor

The relationship of NETiKA BS and Customer established by this Agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by this Agreement.

17.6. Force Majeure

Any delay in performance (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party is not a breach of this Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

17.7. Non-Solicitation

During the period commencing on the date of entry into force of this Agreement and ending 6 months after the termination thereof, neither Parties shall directly or indirectly, solicit or attempt to solicit for employment any persons employed by the other Party during such period. It is acknowledged that (i) where there is any employment or consultancy agreement with a Party's employee by the other Party there shall be an irrefutable presumption that it results from the other Party's solicitation and (ii) the Party's damages resulting from any breach of this section would be impracticable and extremely difficult to fix in an actual amount, therefore, as liquidated damages in the event of a breach of this section and not as a penalty, the non-breaching Party's sole remedy shall be the payment by the breaching Party to the non-breaching Party of a sum equivalent to one (1) year's gross salary (including any bonus) of such employee so solicited.

17.8. Entire Agreement

The Agreement constitutes the complete and exclusive statement of the agreement between NETiKA BS and Customer with respect to the subject matter hereof. All previous representations, discussions and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified only by a writing signed by both parties.

17.9. Hierarchy

The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of the Agreement: (i) the Product Order (with the proposal); (ii) the schedules and other specific annexes attached to the Product Order; (iii) specific provisions on the invoices (iv) these GTC.

17.10. Governing Law

The Agreement and any claims relating to its subject matter shall be governed by and construed under the laws of Belgium, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Brussels. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Either party must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

SCHEDULE 1 - MAINTENANCE AND SUPPORT SERVICES

1. SCOPE

In consideration of Customer's payment of the support and maintenance fee, NETiKA BS undertakes to provide Customer with:

- maintenance and support of the Licensed Software as described below;
- supply of Minor Releases and Major Releases;
- access to the development team in order to discuss customized developments that could be integrated in the Licensed Software (subject to a specific quotation to be agreed upon by Customer). These customized developments will then be covered by the maintenance and Support Services (subject to an increase of the support and maintenance fee amounting to 18% of the cost of the customized developments).

2. DEFINITIONS

In this Schedule 1:

Words and expressions defined in the Agreement shall where the context so admits have the same meaning in this Schedule 1.

"**Incident**" refers to a problem with respect to usage of the Licensed Software reported by Customer as set forth in this Schedule 1.

"**Minor Release(s)**" shall mean software that has been produced to correct deficiencies or failures in, or to improve the use of, the Licensed Software or any part of it, but excluding new versions of the

Licensed Software or any part of it produced to extend, alter or improve the Licensed Software (as applicable) or any part of it by incorporating new functionality.

"**Major Release(s)**" shall mean any new version of the Licensed Software that has been produced to ensure compatibility of the Licensed Software with accounting legislation evolutions.

"**Standard Business Hours**" shall mean 09.00 am to 05.30 pm Belgian time, Monday to Friday excluding Belgian statutory holidays.

3. TERM

Except as otherwise provided in the Product Order, this Maintenance and Support Services shall commence on the date of installation of the Licensed Software by NETiKA BS and for an initial duration of one (1) year from that date. The term of the Maintenance and Support Services shall subsequently be automatically renewed for periods of one (1) year, unless prior notice is given by one of the Parties at the latest three (3) months before the end of the current period, by registered letter with acknowledgement of receipt.

4. SUPPORT MECHANISM

4.1. Incident reporting

NETiKA BS will provide the Customer with several ways to contact NETiKA BS:

- A hotline available during Standard Business Hours
- A web-based interface to the NETiKA BS portal to which Customer will be given access following signature of the Order (the "Portal"), where new issues can be logged and status on all issues can be tracked.
- Email gateway where issues or faults can be reported.

4.2. Incident information requirement

In order for an Incident to be covered by the yearly maintenance and support fees, Customer will provide the information as required in reporting an Incident, with maximum precision and accuracy.

It is noted that the following fields must be completed:

TICKET NAME:

A clear formulation of the ticket subject matter **TYPE:**

Always choose the type of question, the hotline will qualify the ticket

PROJECT

Select in the scrolling menu. Normally there is one project per customer but for some customers (with a number of companies or major development requests) there may be different projects

APPLICATION

Select in the scrolling menu

ENVIRONMENT

Select in the scrolling menu

CUSTOMER REFERENCE

Allows the person to include its own reference e.g. if it manages its own Incidents base.

SEVERITY

The perceived severity level according to the categorization in article 4.3, provided that final Incident categorization shall be NETiKA BS 's responsibility.

INCIDENT DESCRIPTION

Describe the Incident with detailed information:

- Company concerned
- Screen concerned

- Document reference
- Action (addition, search, modification, consultation, printing…)
- Screen print
- Error message
- Resolution attempts made
- Etc…

If Customer has failed to provide sufficiently precise and detailed information:

- the additional work required to complete such information shall be subject to fees at the rates applicable for a diagnostic subject to fees; and
- NETiKA BS may be hindered in the ability to bring timely response to an Incident.

4.3. Support Commitments

Support shall primarily be provided by telephone, or by electronic mail. However, in the event where it has not been possible to resolve the issue in a satisfactory manner after telephone and/or electronic contact with NETiKA BS's technical support organisation, NETiKA BS may require remote access to collect problem determination data and initiate appropriate diagnostic routines to further identify and solve the problem. Customer shall at NETiKA BS's request permit such remote access. Different types of Incidents are defined below, depending on their level of severity. The corresponding support commitments are described below.

Priority	Description	Response time, during Standard Business Hours
P1	Complete failure of the Licensed Software, preventing use of all its functionalities. No one can work. Example: Noone can connect to the Licensed Software	2 hours*
P2	One or more major functionalities of the Licensed Software cannot be used, the criteria to assess whether a given functionality is a major one being frequency of use and number of users impacted. All users of a given module are unable to use it. Example: Impossible to approve an order form	4 hours
P3	The Incident is Incident neither a P1 nor a P2, but the performance of a given operation is totally hindered. Some users of a given module are unable to use it. Example: Impossible to export a batch payment file	8 hours

P4	The Incident is neither a P1 nor a P2, but the performance of a given operation is not totally hindered (may e.g be performed through a workaround). All users may work. Example: Impossible to print a list	48 hours
P5	General questions and requests for information	72 hours
EXCEPTION	In the event the resolution of an incident requires the intervention of a third party provider, the delays provided for in P1 to P5 shall not apply.	

* P1 issues should be logged through the hotline, or immediately followed up through the hotline if logged through an interface other than the hotline to guarantee the 60-minute response time.

4.4. Non-NETiKA BS error cases

In the event that NETiKA BS believes that a problem reported by Customer is not due to an error or bug in the Licensed Software, NETiKA BS will notify Customer to that effect. At that time, Customer may:

- instruct NETiKA BS to proceed with the problem determination at Customer's possible expense as set forth herein or;
- instruct NETiKA BS that Customer does not wish the problem pursued at its possible expense.

If Customer requests that NETiKA BS proceed with the problem determination at its possible expense and both NETiKA BS and Customer determine that the error was not due to the Licensed Software, Customer shall pay NETiKA BS, at the NETiKA BS then-current standard daily rates defined in the Contract for all work performed in connection with such determination, plus reasonable related expenses incurred therewith.

4.5. Exclusion

Under the terms of this Schedule 1, NETiKA BS shall have no obligation to perform any problem analysis and/or resolution for problems caused by Customer's negligence, misuse or misapplication, by failure to implement NETiKA BS's reasonable instructions, by use of third party products, such as computer or telephone hardware/firmware, other than as specified in the Contract or by Customer equipment connected to the Licensed Software.

5. MAINTENANCE

5.1. Any Minor Release or Major Release supplied hereunder shall be provided at no charge and installed by NETiKA BS by remote access to the Licensed Software. Minor Releases and Major Releases shall be subject to the terms and conditions applicable to the Licensed Software under the Contract.

5.2. Any training required by Customer with respect to Major Releases shall be subject to fees to be agreed upon by the Parties.

6. CUSTOMER OBLIGATIONS

6.1. Customer shall notify NETiKA BS immediately if the Licensed Software needs maintenance or is not operating correctly.

6.2. Customer shall provide the equipment and Third Party Software on which the Licensed Software shall be installed in accordance with the system requirements set out in the commercial proposal or offer included in the Product Order, which equipment and Third Party Software shall be exclusively reserved for the installation and operation of the Licensed Software for the term of this Agreement.

6.3. Customer shall be responsible for establishing, operating and maintaining the complete and adequate operating environment in which it uses the Licensed Software.

6.4. Customer shall use the Licensed Software in strict compliance with the Support Materials.

6.5. Customer shall provide NETiKA BS with remote access to the Licensed Software and the Third Party Software solely for the purpose of enabling NETiKA BS to perform its obligations under this Maintenance and Support Services. NETiKA BS shall ensure that its personnel who accesses Customer's IT system comply with the confidentiality obligations set forth in the Terms of Trade. NETiKA BS also undertakes to comply with all Sarbanes-Oxley compliancy requirements that might be communicated by Customer in terms of connexion protocol and use of Customer databases, provided that any addition cost incurred by NETiKA BS for that purpose shall be borne by Customer. It is acknowledged and agreed that any on site visit requested by Customer shall be subject to fees to be agreed upon.

6.6. Customer shall designate a technical support liaison and a project manager. Their name shall be communicated to NETiKA BS in writing and any subsequent change in the designated personal shall be notified in writing to NETiKA BS. They shall be the primary interface between NETiKA BS and Customer for all technical and project management issues. In all circumstances Customer will ensure that fully competent Customer personnel shall be available during NETiKA BS's interventions and subsequently in order to verify the Licensed Software's satisfactory operation.

6.7. Customer will actively cooperate with NETiKA BS in a timely manner as required for the performance of NETiKA BS's obligations under this Maintenance and Support Services.

7. WARRANTY

7.1. NETiKA BS warrants that any Maintenance and Support Services performed under this Agreement will be performed in a professional workmanlike manner consistent with industry practices. Customer's sole remedy in the event of non-conformity will be repeat performance of the Maintenance and Support Services that were defective.

7.2. NETiKA BS's warranty obligations under this Section shall be conditional upon compliance by Customer with all its obligations under Section 6 above. NETiKA BS shall not be responsible for such delays or resulting damages which could reasonably have been avoided had Customer complied with all its obligations under Section 6.

7.3. NETiKA BS shall not be liable for any breach of warranty under this Section if caused by:

- a failure to implement NETiKA BS's reasonable instructions;
- attempts by Customer to repair or modify the Licensed Software or have the Licensed Software repaired or modified other than by NETiKA BS;
- refusal by Customer to accept the installation of Maintenance Releases;
- any damage to the Licensed Software due to Customer's negligence, abuse, or misapplication.

8. ESCALATION PROCEDURE

If Customer is unhappy with the progress of a specific issue, or has concerns about any other aspect of an issue that is logged with NETiKA BS, then an escalation can formally be requested. Customer should address the support contact persons, request to speak to the technical support manager on duty and specify that it is regarding an escalation request. Customer and the technical support manager on duty will then agree on a course of action that is acceptable for both Customer and NETiKA BS. This may include but is not limited to, raising the priority of the issue, reassigning the issue to another support person.