General terms and conditions Contractify (v6.2019)

DB2 Value Creation bvba (DB2) specializes in Contract Management and offers, among other things, an online contract management solution called Contractify (the Software). These Contractify General Terms and Conditions define the conditions under which the client may use Contractify. By placing an order for Contractify, the client acknowledges that he has read these General Terms and Conditions and accepts them in their entirety.

These Contractify General Terms and Conditions always take precedence over the client's general terms and conditions.

Article 1 : Object

1.1 These Contractify General Terms and Conditions define the terms and conditions under which:
- DB2 grants the Client a licence to use the Software.
- the Client may rely on DB2 for the provision of services in connection with the use of the Software.

1.2 Insofar as they do not conflict with the provisions of these General Terms and Conditions of Contractify, the General Terms and Conditions of DB2 will also apply.

Article 2 : Definitions

2.1 Service: a performance that DB2 or an Employee designated by it provides under this Agreement.

2.2 User: any employee of the Client to whom a user licence is granted in order to be able to use the Software.

2.3 Intellectual Property Rights: all intellectual, industrial and other property rights (whether or not registered), including but not limited to copyrights, neighbouring rights, trademarks, trade names, logos, drawings, models or applications for registration as a drawing or model, patents, applications for patents, domain names, know-how, as well as rights to databases, computer programs and semiconductors.

2.4 Employee: the employee, agent or subcontractor of DB2 engaged by DB2 for the provision of the Services.

2.5 Agreement: the Client's order, together with these General Terms and Conditions of Contractify and its annexes.

2.6 Software: the Contractify software package developed by DB2, possibly supplemented with additional options.

Article 3 : Intellectual Property Rights

3.1 The Client expressly acknowledges (1) that all Intellectual Property Rights attached to the Software belong to DB2 or a third party with which DB2 has entered into an agreement in this respect and (2) that the Client does not acquire control over these rights as a result of the Agreement, with the exception of the rights stipulated in article 4.

3.2 The Client will respect DB2's Intellectual Property Rights at all times and will make reasonable efforts to protect those rights. The Client will immediately notify DB2 of any infringement by third parties of the Intellectual Property Rights of DB2 of which it becomes aware.

3.3 DB2 will only supply and/or develop software that, to the best of its knowledge, does not infringe the Intellectual Property Rights of third parties. If a third party asserts that DB2's software infringes its rights or if a third party commences legal proceedings against the Client and/or DB2 on account of an alleged infringement of its rights, DB2 will be entitled, at its own discretion, to (i) refute these assertions or claims, (ii) to modify the Software so that it no longer infringes the rights of that third party or (iii) to take back the Software from the Client er subject to reimbursement of a pro rata part of the fees already paid by the Client (taking into account the period within which the Client was able to use the Software), within 30 days after DB2 has effectively taken back the Software from the Client. In the latter case, DB2 will provide the Client with a backup of the data.

Article 4: The user licence

4.1 DB2 grants the Client, who accepts, a licence to use the Software for the number of Users ordered by the Client. For each additional User, the Client must apply to DB2 for an additional user licence. Any additional user licence granted by DB2 will also be subject to the provisions of the Agreement.

4.2 The user licence includes a non-exclusive and non-transferable licence to use the Software for the Client's internal business purposes throughout the term of the Agreement.

The Client may not grant sublicenses to third parties, use the Software for the benefit of third parties, disclose the Software to third parties, make it available to third parties, distribute it to third parties or commercialise it to third parties without DB2's express prior written consent.

4.3 This user licence will only be granted to the Client subject to the suspensive condition of full payment by the Client of the fees, including VAT, invoiced by DB2 in this context.

Article 5 : The license fee

5.1 The original licence fee payable by the Client in exchange for the user licence will be determined in the price list or offer issued to the Client by DB2. User Licenses ordered after the Agreement has been signed will always be charged at the rates applicable on the date of the order.

5.2 The licence fee will be due upon signature of the Agreement and thereafter on each anniversary of that date. DB2 will send the Client an invoice for this purpose in each case. These invoices are subject to the payment conditions set out in Article 11 of these General Terms and Conditions of Contractify.

Article 6: The Client's obligations

6.1 The Client guarantees that he and his Users are committed to the following:
- will not remove or modify the brand and copyright notice contained in the Software.
- will use the Software in accordance with the license conditions set out in article 4.

6.2 The Client will ensure that its hardware and software meet the minimum requirements specified by DB2 for the proper functioning of the Software.

6.3 The Client is responsible for its hardware and for installing appropriate mechanisms for the security, retention and repair of data in the event of irregularities in the performance of the Services or in the use of the Software.

6.4 The Client also assumes responsibility for ensuring that adequate security measures are taken for the devices of its Users (e.g. strong password, etc.) and that these devices are protected against loss. The Client also guarantees to keep the password and login details of the Users strictly confidential.

6.5 The Client will indemnify DB2 against any claim by a third party based on an (alleged) breach of one of the aforementioned obligations.

Article 7: Processing of personal data

7.1 With regard to the personal data that the Client will process via the Software, the Client acts as a data controller within the meaning of the Privacy Act and must therefore comply with the obligations in this respect. In this regard, DB2 will only act as processor of the personal data.

7.2 The mutual relationship and obligations between the Client and DB2 as controller and processor will be regulated in accordance with the provisions of the General Data Protection Regulation, the definitions of which apply. DB2 will only process personal data entered in the Software by the Users in accordance with the Client's instructions or provided by the Users to DB2 for processing. The personal data that DB2 will process for the Client are Contact Details (name, function email address, telephone number) of contact persons of suppliers or Clients.

7.3 The Client expressly instructs DB2 in writing to process the personal data referred to above on its instructions, which processing will only be for the purpose of optimising and customising the use of the Software, intervening at the request of and in accordance with the Client's instructions and implementing changes and updates in the management of specific contracts.

7.4 In the context of its activities as processor, DB2 will:

(a) process the personal data in a manner that is lawful, proper and transparent in respect of the data subject;

(b) not process personal data in a manner that is incompatible with the purposes explicitly described and justified above;

(c) ensure that personal data are kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed.

7.5 DB2, as processor, will ensure that the necessary appropriate technical and organizational measures are taken to (i) guarantee a level of security for the personal data that is appropriate to the risk and that they are protected, inter alia, against unauthorized and unlawful processing and against accidental loss, destruction or damage and (ii) to prevent unauthorized persons from gaining access to the areas where the personal data are processed.

7.6 DB2 will not rely on other processors without the prior specific or general written consent of the Client.

7.7 DB2 further warrants that the persons authorised to process the personal data have undertaken to observe confidentiality.

7.8 In the event that a situation arises in which the Client wishes to rely on DB2's assistance, the Client will immediately notify DB2 of this in writing by e-mail and by telephone. DB2 undertakes to provide the necessary assistance to the Client:

(a) the performance of the Client's duty to respond to requests from a data subject whose personal data are being processed;

(b) taking the appropriate measures for the security of the personal data and reporting any breaches of the security of the personal data;

7.9 Upon completion of the processing services, DB2 will, at the Client's option, delete all personal data or return them to the Client, and remove existing copies, unless storage of the personal data is mandatory.

7.10 DB2 will keep a Register of the processing activities as described in Article 30 of the General Data Protection Regulation.

Article 8: Additional services of DB2

8.1 The Client may rely on DB2 for the performance of certain services, including the provision of support services, the provision of training, services relating to the processing of personal data, etc. The Client will be entitled to use DB2's services for the performance of certain services. If a service ordered involves an additional fee, the service will be provided at the hourly rate applicable at that time, unless otherwise agreed in writing.

8.2 The Client may make use of DB2's helpdesk services via the chat function provided in the Software. In doing so, the Client will provide DB2 with all useful and necessary information to solve the problem.

The Client will grant DB2 access to its computer and/or its business, if this is necessary for DB2 to analyse or resolve problems or incidents arising as a result of the Client's use of the Software. DB2's helpdesk can be reached by telephone every working day between 8 a.m. and 5.30 p.m. (except on public holidays) on 0488/81.11.81 or 0497/48 24 36. The helpdesk can also be reached via e-mail: info@db2valuecreation.com.

8.3 The Client will not enter into agreements with other ICT suppliers with regards to the provision of support services for the Software without the prior written approval of DB2.

If the Client, even with DB2's written consent, engages another ICT supplier, DB2 will not accept any liability in respect of (i) the work of such supplier and (ii) the integration of its work into the Software.

8.4 DB2 undertakes to develop periodic updates to the Software. These updates will be offered to the Client to the extent that the Client has a valid user licence at that time.

8.5 At the Client's request, DB2 may also develop upgrades to the Software. In such case, DB2 will provide the Client with a price estimate for the performance of the requested upgrade in advance.

8.6 If the Client has subscribed to the contract administration package or the contract management package, DB2 will have access as administrator to the Client's Contract Management Software environment at any time. This license is included in the monthly fee. DB2 expressly gives notice that it will not provide access to this environment to anyone other than its employees unless in mutual consultation with the Client. DB2 will not abuse the trust placed in it by the Client. The Client expressly grants DB2 access to the information that is located in its contractual environment in the context of the performance of DB2's services as contract manager.

Article 9: Liability

9.1 DB2 undertakes to make all reasonable efforts to deliver the ordered Software and Services in accordance with the rules of the art, with the care and expertise that the Client

may expect from a professional supplier. However, DB2's obligations are obligations of means.

9.2 The Software provided by DB2 will be delivered to the Client 'as is'. The flawless operation of a computer configuration (all hardware and software) can never be fully guaranteed, both due to external factors (power failure or malfunction, lightning strike, etc.) and due to factors specific to the computer configuration (defects, network failures, undiscovered errors in system and application software, etc.) so that, among other things, unexpected loss of (even all) programs and/or data can occur. DB2 will make all reasonable efforts to prevent the Software from containing bugs, computer viruses and/or malware that could disrupt its operation. Nevertheless, DB2 cannot be held liable for such problems which, despite its efforts, would nevertheless be present in the Software supplied.

9.3 Except in the case of fraud, DB2 cannot be held liable for any (gross) error or negligence on its part in the execution of the order.

Under no circumstances can DB2 be held liable for any consequential loss or damage, such as, for example, the loss of expected profits, loss of turnover, increased operating costs, loss of clients, which the Client or third parties would suffer as a result of any error or negligence on the part of DB2 or an Employee.

9.4 DB2 will not be liable for errors in the performance of the agreement due to insufficient or incorrect input by the Client or DB2. Nor will DB2 be liable for loss of or damage to data, even if such loss or damage is due to an error or negligence on the part of DB2 or its Employees.

9.5 DB2 accepts no liability whatsoever in respect of any damage that the Client may suffer as a result of unauthorised third parties gaining access to the Software.

9.6 If DB2 would nevertheless be liable, the total liability of DB2, no matter how serious the error, whatever the cause, form or object of the claim invoking DB2's liability, will never exceed the price paid by the Client to DB2 for the service that gave rise to the loss, up to a maximum of EUR 5,000.

9.7 If DB2 relies on external suppliers, DB2 will not accept any liability above or other than the liability accepted by these external suppliers for their products or services.

Article 10: Complaints and protest of invoices

10.1 Complaints relating to the Software and/or Services provided must be sent to DB2 no later than 8 calendar days after their delivery or provision by means of a motivated registered letter. In the event of a timely protest by the Client, the Client will be obliged to cooperate fully with DB2's investigation into the complaint. If the complaint is correct, timely and justified, DB2 will be entitled to remedy the complaint at its own discretion. If, on the other hand, the investigation shows that the non-conformity is not at DB2's expense, DB2 reserves the right to charge the performance in connection with such investigation to the Client.

    These will not be regarded as errors at DB2's expense:
- errors that occur as a result of changes made by the Client or third parties to the Software without DB2's permission,
- errors caused by faulty, improper or unauthorized use, as well as any damage caused by hardware or system failure, or by failure of interconnected hardware or other system components,
- shortcomings in the Software that do not impede its use.

- errors in third-party software licensed by DB2 or the Client will be at the expense of the licensor

10.2 Any protest with regard to the invoices must be sent to DB2 by substantiated registered letter within 8 days of the date of the invoice.

10.3 In the absence of a timely protest in accordance with Articles 10.1 and 10.2, the delivery of the Software or Services will be deemed to have been definitively accepted and the invoices will be due.

10.4 Any protest in accordance with article 10.1 and/or 10.2 without serious motivation does not entitle the Client to postpone the payment of the overdue invoices.

Article 11 : The methods of payment

11.1 The fee payable by the Client to DB2 may consist of a fee based on the time spent (such as hourly rates), a fixed fee (such as the licence fee) and/or costs (including expenses) actually incurred and expenses incurred for the performance of a Service.

Unless agreed otherwise, DB2 will invoice the services provided on a monthly basis, even if they constitute only part of the order. The license fee is invoiced per year, at the start of each new contract year.

11.2 All prices communicated by DB2 are in euros and exclusive of VAT, unless stated otherwise.

11.3 The license fee will be adjusted annually in line with the cost of living on the basis of fluctuations in the Health Index. This adjustment is equal to the amount obtained by applying the formula below:

$$\text{Base price} \times \frac{\text{new index}}{\text{initial index}} = \text{new price}$$

- base price: the price determined in the Service Annex;
- new index figure: the Health index figure for the month preceding the month in which the indexing takes place;
- initial index: the Health Index of the month preceding the month in which the Software was delivered.

In the event that the Health Index is cancelled in the future, DB2 will inform the Client in good time of the new basis on which the indexation will be performed.

11.4 Invoices must be paid within 14 days of the invoice date by transfer to DB2's account number. Each payment will be charged to the oldest expired invoice and first to the interest and costs owed. Permitted discounts will lapse in the event of failure to comply with the payment conditions.

11.5 In the event of late payment, the client will owe default interest of 12% per annum and compensation of 10% of the invoice amount, with a minimum of €125, by operation of law and without prior notice of default being required. In addition, the Client shall also be responsible for all collection, reminder and procedural costs. Any delay in payment by the Client shall render all outstanding invoices and amounts due immediately payable.

In addition, DB2 reserves the right to invoke the application of Article 13.

Article 12: Duration of the Agreement and termination

12.1 The Agreement is entered into for one year, unless otherwise indicated in the order form, and commences upon signature of the Agreement by both Parties (hereinafter 'the Duration'). If neither of the Parties terminates the Agreement no later than 3 months prior to the expiry of its Duration, the Agreement will be tacitly extended for a new period of 12 months.

12.2 Either Party may terminate the Agreement immediately and without notice or indemnification on the grounds of a Serious Default by the other Party.

Is considered to be a Serious Deficiency, among other things:
- the commission of an offence by the other Party within the framework of this Agreement;
- the inability of the other Party to comply with the provisions of this Agreement within 14 calendar days of receipt of a notice of default by registered letter;
- in case of bankruptcy or receivership of the other Party;
- in the event of regular payment problems on the part of the Client (i.e. if at least two invoices from DB2 have not been paid by the Client on their due date).
- unlawful or harmful use of the Software by the Client, or by one or more of its Users.

12.3 In the event of termination of the Agreement for any reason whatsoever, all services in progress at that time in connection with the Software (helpdesk, updates, etc.) will also terminate automatically.

12.4 DB2 will also be entitled to immediately suspend the Agreement if the Client fails to fulfil its obligations within 14 calendar days after it was given notice of default by registered letter, until it again fulfils all its obligations. In that case, DB2 will be entitled to claim compensation from the Client for the loss suffered as a result.

12.5 In the event that DB2 terminates the Agreement pursuant to Article 12.2, the Client will owe compensation equal to the licence fee payable until the end of the normal Term of the Agreement if the Agreement would not have been terminated, subject to DB2's right to claim higher compensation in the event that its actual loss or damage exceeds this compensation. The compensation described above will become immediately due and payable.

12.6 Any termination or termination of the Agreement for whatever reason must be effected by registered letter. The addressee shall be deemed to have received the notice of termination within two working days of its dispatch date.

12.7 Each Party nevertheless accepts to grant the other Party a reasonable period of time to remedy any shortcomings and to always first seek an amicable settlement.

12.8 In the event that the Agreement is terminated, for whatever reason, the User License stipulated in Article 4 of the Agreement expires with immediate effect. From then on, the Client must stop all access to and use of the Software.

12.9 Upon termination of this Agreement for any reason whatsoever, DB2 will, at the Client's request, provide the Client with a copy of the information contained in its Contractopy environment within 15 days.

Article 13: Confidentiality

13.1 Each Party undertakes, both during and after the term of this Agreement, to keep secret from third parties all information of a commercial, technical, operational or financial nature relating to the other Party or third parties, which it learns during the term of this Agreement, and not to use it for its own benefit or for the benefit of any other person or entity. This confidentiality obligation shall survive the termination of this Agreement.

Each Party warrants that this obligation will be respected by its employees and staff under the same terms and conditions.

13.2 In the event of infringement of Article 14.1, the infringing Party shall be liable to pay the other Party fixed damages of EUR 5,000 per infringement. The burden of proof in this respect lies with the Party against whom the infringement was committed.

13.3 In the event that the Client communicates confidential information it has acquired from DB2 to third parties, DB2 will be entitled to terminate the Agreement with immediate effect in accordance with Article 13.2, subject to claiming the compensation stipulated in Article 14.2, without any right to compensation for the Client.

Article 14: Non-competition clause

14.1 The Client undertakes not to use Contractify's IP in order to develop and/or market competitive activities with DB2.

14.2 The Client undertakes that the obligations referred to in Article 15.1 will be fulfilled by its staff and employees under the same terms and conditions.

14.3 In the event that the Client commits a breach of the obligations referred to in Article 15, it will owe DB2 fixed compensation of EUR 25,000, subject to DB2's right to claim higher compensation if the damage actually suffered is higher.

Article 15 : Applicable law and disputes

15.1 The validity, interpretation and execution of this Agreement shall be governed by Belgian law. Any dispute relating to the conclusion, validity, execution and/or termination of this Agreement shall be settled by the competent court in Ghent.

15.2 However, before resorting to the court, Parties shall negotiate in good faith in order to settle their dispute amicably.

Article 16 : Varia

16.1 This Agreement (including its annexes), together with DB2's General Terms and Conditions of Sale, which form an integral part of this Agreement, constitute the entire agreement between the Parties regarding the subject matter referred to above. This Agreement replaces and nullifies any prior written or oral agreement, offer, correspondence or proposal regarding the use of Contractify. Any amendment or modification to this Agreement shall be binding only if made in writing and duly signed by both Parties.

16.2 If any provision of this Agreement, or its execution, should prove to be null and void or unenforceable, the other provisions will not be affected and will retain their full effect. Where appropriate, Parties shall draw up a new provision, which shall, within the limits of the applicable law, formulate and include in an annex to this Agreement the objectives pursued by the invalid or unenforceable provision.

16.3 The Client may transfer its rights or obligations under this Agreement to a third party only with DB2's prior written consent.

16.4 Each Party will bear its own costs in the formation and performance of this Agreement.

16.5 A failure to perform its obligations under this Agreement will not be attributable to a Party if the failure is caused by circumstances beyond that Party's reasonable control such as fire, flooding, strikes, labour unrest or other disruptions to economic life, accidents, embargoes, blockades, legal restrictions, riots, government measures, unavailability of means of communication, terrorist attacks, war, etc., or if the failure is caused by a third party's failure to perform its obligations under this Agreement. In that case, the performance of the

Agreement shall be suspended for as long as the cause of force majeure persists. However, if the force majeure continues for more than 3 months, both Parties have the right to terminate the Agreement immediately without any right to compensation for the other Party.