

TERMS AND CONDITIONS AMPLR

1. DEFINITIONS

1.1 For the purpose of these terms and conditions ("**Terms and Conditions**") , the following terms will have the following meaning (unless otherwise specifically provided otherwise and/or the context clearly requires otherwise).

"Affiliated Entity" means any other entity or (legal) person that is affiliated to either one of the Parties in accordance with article 1:20 of the Belgian Companies Code;

"AMPLR" means AMPLR, a private limited liability company (*besloten vennootschap* or *BV*) organized and existing under the laws of Belgium, with seat at Koningin Elisabethlaan 8, 9100 Sint-Niklaas Belgium, and registered with the Crossroads Bank for Enterprises (Kruispuntbank van Ondernemingen) under enterprise number 0768.611.469 (RLE Ghent, section Dendermonde).

"Annex" means an annex to these Terms and Conditions;

"Article" means an article of these Terms and Conditions (including its Annexes);

"Business Days" means Monday to Friday, excluding Belgian public holidays as listed on https://www.belgium.be/nl/werk/verlof_en_loopbaanonderbrekingen/feestdagen.

"Confidential Information" means any and all information, of whatever nature, disclosed directly or indirectly by either Party to the other that is, whether orally, in writing or in any format or medium and whether prior to or after the Effective Date, including but not limited to the disclosing Party's, its Affiliated Entities', business partners', subsidiaries', agents', contractors', clients' and/or vendors' (i) business (including, without limitation, names and expertise of employees, knowhow, ideas, and other technical, business, financial, client and product development plans, forecasts, strategies, techniques and information), (ii) computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), techniques, processes, schematics, testing procedures, software design and architecture, design and function specifications, analysis and performance information, user documentation, internal documentation, designs, ideas, concepts, metaphors and content for websites, the internet and other computer networks, research, development, trade secrets, analyses, memoranda, materials, trade or commercial names, trademarks, commercial terms and conditions, financial or business results, other documents or information which contain or reflect or are generated pursuant to these Terms and Conditions, including the terms and conditions of these Terms and Conditions. Confidential Information of AMPLR will be deemed to include the Software and the Documentation. Confidential Information of the Customer will be deemed to include the Customer Data. "Confidential Information" does not include any information that the receiving Party can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a Third Party authorized to make such a disclosure, without breach of the terms and conditions of these Terms and Conditions; (c) independently developed by the receiving Party as demonstrated by contemporaneous documents; (d) available to the public without restrictions; (e) approved for disclosure with the prior written approval of the disclosing Party; or (f) disclosed by court order or as otherwise required by law, provided that the Party required to disclose the information provides prompt advance notice to enable the other Party to seek a protective order or otherwise prevent such disclosure;

"Customer" means the customer of AMPLR under these Terms and Conditions for the provision of the Services.

"Customer Data" means data, information or material provided or submitted by the Customer to AMPLR in the framework of these Terms

and Conditions, including but not limited to the data and information entered by Permitted Users through use of the Software interfaces;

"Data Protection Legislation" means the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Directive or Regulation, as updated from time to time;

"Documentation" means any and all documentation provided by AMPLR concerning the use of the Software;

"Effective Date" means the starting date of these Terms and Conditions for the Customer, as specified in the Proposal.

"Feedback" has the meaning set forth in Article 6.3 of these Terms and Conditions;

"Fees" means the fees due by the Customer to AMPLR as stated in the Proposal;

"Force Majeure – Hardship" means all circumstances that are reasonably unforeseeable and unavoidable at the Effective Date, or that would make the execution of the agreement between the Parties, financially or otherwise, harder or more difficult than normally anticipated (such as for example but not limited to war, natural disaster, acts of god, fire, confiscation by the government, delays on the part of Third Parties or bankruptcy of said Third Parties on whose services a Party appeals, overall scarcity of raw materials, shortages of personnel, strikes, organizational circumstances and threats or acts of terrorism);

"Initial Term" has the meaning set forth in Article 12.1 of these Terms and Conditions;

"Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

"Permitted User" means such persons as may be invited by the Customer to use the Services. Permitted Users may be employees or contractors of the Customer as well as employees or contractors of subcontractors or Affiliated Entities of the Customer;

"Personal Data" means personal data as defined in the Data Protection Legislation;

"Proposal" means a written offer delivered by AMPLR to the Customer indicating the scope Software and/or Services to be offered to the Customer;

"Renewal Term" has the meaning set forth in Article 12.1 of these Terms and Conditions;

"Services" means the provision of the Software and all other obligations of or services provided by AMPLR under the scope of these Terms and Conditions, as described in detail in the Proposal and/or the Documentation;

"Software" means all of AMPLR's proprietary software, which is provided as a service to the Customer, as described more in detail in the Documentation;

“Term” means each of the Initial Term and the Renewal Term, as applicable; and

“Third Party” means any legal or natural person that is not a Party or a Permitted User.

1.2 The intention of the Parties must be interpreted in accordance with (their legal equivalent under) Belgian laws. Similarly, any reference to a concept under Belgian laws in these Terms and Conditions between the Parties must, within a jurisdiction other than Belgium (and to the extent Belgian laws is not applicable to that concept in that jurisdiction), be understood as referring to the concept which, in that other jurisdiction, corresponds as closely as possible to the concept referred to under Belgian laws.

1.3 The English version of these Terms and Conditions will take precedence in case of any doubts or discussions with respect to the interpretation of any and every translated version of these Terms and Conditions.

1.4 The Customer declares that he/she knows and understands the meaning of all technical terms used in these Terms and Conditions.

2. APPLICABILITY

2.1. The terms and conditions set forth in these Terms and Conditions apply to all contracts and Proposals relating to any and every offer, sale, lease and provision of Services by AMPLR to the Customer, except when special written agreements between AMPLR and the Customer stipulate otherwise. These Terms and Conditions of AMPLR are deemed to be read, understood and accepted by the Customer when the Customer or Permitted Users start using the Service. These Terms and Conditions are deemed accepted even when they are conflicting with the Customer’s general or special purchasing terms and conditions. The fact that AMPLR did not explicitly reject the terms and conditions of the Customer referred to in any contract or Proposal cannot be interpreted by the Customer as an acceptance by AMPLR of such terms and conditions.

3. RELATIONSHIP BETWEEN THE PARTIES

3.1. The Parties are independent to each other. Nothing in these Terms and Conditions shall be construed to create a partnership, joint-venture or agency relationship between the Parties.

3.2. The Customer shall in no way whatsoever have the right nor be allowed to bind AMPLR in relation to any and every Third Party or enter into any agreement whatsoever in the name of or for account of AMPLR.

3.3. No obligation from AMPLR which results from these Terms and Conditions, shall be deemed to impose on AMPLR an obligation to achieve a determined result. Any and all obligations AMPLR undertakes, shall be deemed to be obligations of effort.

3.4. AMPLR reserves the right to suspend or postpone the execution of an order in case the Customer demonstrates to be insolvent. In case an order is suspended or postponed by AMPLR for reasons incumbent on the Customer, the Customer will bear all costs, without prejudice to AMPLR’s right to terminate these Terms and Conditions between the Parties.

4. PROPOSALS

4.1. Any Proposal sent by AMPLR to the Customer, shall be considered as a legal and binding offer, valid for a period of one (1) month or for the period indicated in said Proposal after which period the Proposal expires.

4.2. A Proposal accepted by the Customer shall be considered to be binding for the Customer and governed by these Terms and Conditions.

4.3. The only deviations from these Terms and Conditions are those stated in the Proposal. In case deviations to these Terms and Conditions have been agreed upon between the Parties with respect to a specific Proposal, the Customer cannot invoke these exceptions and/or deviations with respect to other agreements between the Parties.

5. FEES, PAYMENT AND INVOICING

5.1. Fees

5.1.1. The Fees are as stated in the Proposal. Fee calculations and/or offers are indicative and shall only be binding if formally accepted by both Parties in writing. In no event shall prices confirmed by AMPLR for one specific order, be binding for subsequent orders. The Fees are subject to possible increases due to the results of the evolution of the fixed and variable costs of AMPLR (such as for example but not limited to wages and other social security contributions, costs of material, processing costs, energy costs, exchange rates etc.), as well as an annual indexation in accordance with Article 5.2 below.

5.1.2. The Customer cannot set off any of its claims against any debt towards AMPLR. The Fees owed to AMPLR by the Customer shall be paid without the right to set-off or counterclaim and free and clear of all deductions or withholdings unless the same are required by law, in which case the Customer undertakes to pay AMPLR such additional amounts as are necessary in order to ensure that the net-amounts received by AMPLR after all deductions and withholdings shall not be less than such payments would have been in the absence of such deductions of withholdings.

5.2. Indexation

5.2.1 Any recurring Fees agreed upon between the Parties, shall be subject to a yearly revision on the anniversary of the Effective Date and in accordance with the Agoria “refertelonen landsgemiddelde” index (available at www.agoria.be). In case this Index is no longer published, the index replacing it or another index reflecting the increases of labor costs shall apply. The indexation will be done in accordance with the following formula:

$$P = Po \times (0.20 + 0.80 \times (S/So))$$

Whereby:

P = reviewed (annual) Fees (excluding VAT);

Po = Fees as agreed in the Proposal;

S = reference wages according to the Agoria-index applicable on the 1st of January preceding the anniversary of the Effective Date;

So = reference wages according to the Agoria-index applicable at the Effective Date.

The Parties agree that a negative index can under no circumstances impact the Fees agreed upon by the Parties. Indexation can thus never give cause to lower prices than the Fees agreed upon in the Proposal.

5.3. Taxes & Duties

5.3.1 The Fees exclude transport costs (if applicable), loading or unloading costs, insurance costs, packaging costs, levies, import and export duties, value added tax, sales tax, use tax, service tax, all other duties and/or taxes or other similar charges imposed on AMPLR or the Customer by any tax authority (other than taxes imposed on AMPLR’s income) which shall be charged separately by AMPLR and paid by the Customer, to the extent applicable. All such charges, duties and/or taxes shall be identified in the invoice as a separate item.

5.4. Payment & invoicing

5.4.1 Any and all invoices from AMPLR are payable to AMPLR’s designated bank account and are due and payable within a payment term of [thirty (30)] calendar days, unless otherwise indicated on said invoice. All payments made to AMPLR by the Customer will be considered final and non-refundable.

5.4.2 Any invoice from AMPLR needs to be paid in the indicated currency. If payment is made in another currency, the conversion will be calculated with regards to the highest rate, either at the rate of the invoice date or the date of payment. All bank and exchange costs connected to the collection of the amount due, will be charged to the Customer.

5.4.3 Upon failure by the Customer to pay an invoice from AMPLR by the due date, or if the Customer fails to pay in full any other payment

due to AMPLR under the agreement between the Parties and/or the Terms, the Customer shall (i) pay interest in accordance with the law of 8 August 2002 on combating late payments in commercial transactions, and (ii) pay ten percent (10%) of the outstanding balance, with a minimum of forty Euro (€ 40.00) for costs associated with a.o. the collection of the amounts due and with the adverse consequence on AMPLR's cash-flow, as liquidated damages. The Parties declare that this sum represents a genuine pre-estimate of AMPLR's loss. This paragraph is without prejudice to AMPLR's right to prove and claim any higher damages suffered as a result of said late payment by the Customer.

5.4.4 If the Customer disputes (a portion of) an invoice, the Customer shall give notice to AMPLR within eight (8) calendar days upon receipt of said invoice. This notice shall at least contain the basis for the Customer's dispute and the amount involved, together with any appropriate information supporting the Customer's position. Invoices not disputed within eight (8) calendar days shall be irreversibly considered to be accepted by the Customer. Disputing (a portion of) an invoice does not discharge the Customer of her obligation to pay AMPLR.

5.4.5 AMPLR is entitled to suspend or postpone any of her obligations under any agreement between the Parties in case and for as long as the Customer has not abided with any payment obligation under any of such agreement between the Parties, without prejudice to AMPLR's right to seek termination of these Terms and Conditions.

6. INTELLECTUAL PROPERTY

6.1. Principle

6.1.1. All Intellectual Property Rights belonging to a Party prior to the Effective Date, including all moral rights to any modifications, derivative works, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by any other Party in relation to those Intellectual Property Rights, shall remain vested in that Party.

6.1.2. All Intellectual Property Rights in or to any brand or trade mark shall remain vested in the owner of the relevant brand or trade mark and neither Party's trade marks or brands shall be used by the other Party for any purpose without the other Party's prior written consent. If that consent is given, the relevant Party may only use the relevant trade marks or brands in compliance with the consenting Party's brand guidelines and in accordance with the terms and conditions of the consent or the relevant trade mark licence between the Parties (if any).

6.1.3. The Customer acknowledges and agrees that AMPLR and/or its licensors own all Intellectual Property Rights in the Software, the Services and the Documentation, including any and all updates, enhancements, derivatives, modifications or improvements thereof created by or on behalf of AMPLR. Except as expressly stated herein, these Terms and Conditions does not grant the Customer any rights to, or in, Intellectual Property Rights, or any other rights or licences in respect of the Software, the Services or the Documentation. The Customer further acknowledges that AMPLR will have the right to use techniques, methodologies, tools, ideas and other know-how gained during the Term, in the furtherance of its own business and to perfect all other Intellectual Property Rights related thereto

6.2. Customer Data

6.2.1. AMPLR acknowledges and agrees that the Customer remains at any time the sole owner of (or where applicable, must ensure it has a valid license to) the Customer Data. The Customer grants AMPLR, for the Term, a non-exclusive, perpetual, worldwide, royalty-free right and license to use, copy, store, modify, transmit and display the Customer Data to the extent necessary to provide the Services under these Terms and Conditions. AMPLR may copy, modify, execute and backup such Customer Data, as necessary, to perform its duties under these Terms and Conditions. The Customer also grants AMPLR a non-exclusive, perpetual, worldwide, royalty-free, right and license, for the Term, to compile and use Customer Data, strictly in order to research, develop, modify, improve or support the Services provided by AMPLR, provided that such data is used in an anonymous or aggregated form where no such information could directly identify or will reasonably be used to

identify the Customer, Permitted Users or other data subjects contained therein. In no event shall AMPLR sell or transfer Customer Data to third parties for marketing or advertising purposes.

6.2.2. AMPLR reserves the right, but is not obliged, to review and remove any Customer Data which are deemed to be in violation with the provisions of these Terms and Conditions, any rights of Third Parties or any applicable legislation or regulation, or are otherwise inappropriate.

6.3. License by the Customer to AMPLR

6.3.1. The Customer may from time to time provide suggestions, comments for enhancements or functionality or other feedback, excluding Customer Data, to AMPLR with respect to the Services ("Feedback"). AMPLR, in its sole discretion, shall determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants AMPLR a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback; and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter thereof.

7. DATA PROTECTION

7.1. Any and every processing of Personal Data, which results from these Terms and Conditions, shall be subject to the provisions of a data processing agreement, as well as the Data Protection Legislation.

8. WARRANTIES

8.1. By both Parties

8.1.1. The Customer and AMPLR represent and warrant to each other that they have the authority to enter into these binding Terms and Conditions personally. The Customer and AMPLR will perform their obligations under these Terms and Conditions in a good and workmanlike manner.

8.2. By the Customer

8.2.1. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and copyright of all Customer Data. The Customer warrants that the provided Customer Data shall not (i) infringe any Intellectual Property Rights of Third Parties; (ii) misappropriate any trade secret; (iii) be deceptive, defamatory, obscene, pornographic or unlawful; (iv) contain any Viruses, whether or not intended to damage the Services; or (v) otherwise violate the rights of a Third Party. Any use of the Services in violation of these representations and warranties by the Customer or any Permitted User constitutes unauthorized and improper use of the Software.

8.3. By AMPLR

8.3.1. Except as expressly provided in these Terms and Conditions and to the extent permitted under applicable law, AMPLR expressly disclaims all warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose.

9. INDEMNIFICATION

9.1. By AMPLR

9.1.1. AMPLR shall defend and indemnify the Customer against any founded and well-substantiated claims brought by Third Parties to the extent such claim is based on an infringement of any Intellectual Property Right of such Third Party by the Services, excluding any claims resulting from (i) any unauthorized use of the Services, (ii) modification to the Services made by the Customer, its employees or any Third Party, (iii) failure of the Customer to use updated or modified Services provided by AMPLR to avoid a claim of infringement or misappropriation, (iv) combination of the Services with other systems,

products, processes or materials to the extent that such claim would have been avoided without such combination use of the Services.

9.1.2. Such indemnity obligation shall be conditional upon the following: (i) AMPLR is given prompt written notice of any such claim; (ii) AMPLR is granted sole control of the defence and settlement of such a claim; (iii) upon AMPLR's request, the Customer fully cooperates with AMPLR in the defence and settlement of such a claim, at AMPLR's expense, and (iv) the Customer makes no admission as to AMPLR's liability in respect of such a claim, nor does the Customer agree to any settlement in respect of such a claim without AMPLR's prior written consent. Provided these conditions are met, AMPLR shall indemnify the Customer for all direct damages and reasonable costs incurred by the Customer as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by AMPLR pursuant to a settlement agreement

9.2. By the Customer

9.2.1. The Customer shall defend and indemnify AMPLR against any founded and well-substantiated claims brought by Third Parties to the extent such claim is based on (i) an infringement of any Intellectual Property Rights of such Third Party by Customer Data or other Customer's systems, materials or software, (ii) any breach or violation by the Customer or its personnel of any provisions of these Terms and Conditions, applicable laws or regulations, and/or (iii) fraud, intentional misconduct, or gross negligence committed by the Customer or its personnel in respect of any set-up and implementation Services, the Customer agrees to pay the consideration as set forth in the Proposal.

9.2.2. Such indemnity obligation shall be conditional upon the following: (i) the Customer is given prompt written notice of any such claim; (ii) the Customer is granted sole control of the defence and settlement of such a claim; (iii) upon Customer's request, AMPLR fully cooperates with the Customer in the defence and settlement of such a claim, at Customer's expense, and (iv) AMPLR makes no admission as to the Customer's liability in respect of such a claim, nor does AMPLR agree to any settlement in respect of such a claim without the Customer's prior written consent. Provided these conditions are met, the Customer shall indemnify AMPLR for all direct damages and reasonable costs incurred by AMPLR as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by the Customer pursuant to a settlement agreement.

10. LIABILITY

10.1. To the maximum extent permitted under applicable law, the maximum liability of AMPLR arising out of these Terms and Conditions shall not in any event exceed the Fees paid or payable by the Customer to AMPLR during the preceding twelve (12) month period, or the Fees paid or payable by Customer to AMPLR pursuant to these Terms and Conditions multiplied by the fraction 12/N (where N equals the number of months the Proposal has been in effect), if the Proposal has been in effect for less than twelve (12) months. The aforesaid restrictions do not apply to AMPLR's liability resulting from fraud, deceit, or intentional misconduct.

10.2. In no event will AMPLR, its licensors or its suppliers have any liability to the Customer for any consequential or incidental losses, including but not limited to lost profits, loss of business, loss of use or of data, any unauthorized access to, alteration, theft or destruction of Customer's or its trading partners' computers, computer systems, data files, programs or information, or costs of procurement of substitute goods or services, or for any indirect, special or consequential damages however caused and under any theory of liability and whether or not AMPLR has been advised of the possibility of such damage.

11. CONFIDENTIALITY

11.1. Neither Party will use any Confidential Information of the disclosing Party except as expressly permitted in these Terms and Conditions or as expressly authorized in writing by the disclosing Party. Each Party will use the same degree of care to protect the disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. Neither Party is allowed to disclose the other

Party's Confidential Information to any person or entity other than the receiving Party's officers, employees, consultants and legal advisors who need access to such Confidential Information to effect the intent of the Terms and Conditions. Each individual or entity receiving Confidential Information pursuant to this subsection must have entered into a written confidentiality agreement the sole objectives of which are to further the intent of this Article 11. Each Party agrees to notify the other Party of any unauthorized use or disclosure of Confidential Information and to provide reasonable assistance to such other Party, and its licensors, in the investigation and prosecution of such unauthorized use or disclosure.

11.2. This confidentiality obligation applies during the Term and will continue to exist for a period of five (5) years thereafter. Upon termination of said agreement between the Parties, or upon earlier written request by the disclosing Party, the receiving Party shall immediately and irrevocably destroy any and all Confidential Information it received from the disclosing Party. Furthermore, the receiving Party shall provide the disclosing Party with a full written declaration, stating any and all Confidential Information has been destroyed.

12. TERM AND TERMINATION

12.1. These Terms and Conditions shall enter into force and shall take effect as from the Effective Date and shall remain in effect for the initial term as mentioned in the Proposal (the "**Initial Term**"). The Terms and Conditions could automatically renew for successive periods (each a "**Renewal Term**") beginning at the end of the Initial Term, unless either Party provides notice of termination three (3) months before the end of the Initial Term or then current Renewal Term, as applicable. The Renewal Term will be specified in the Proposal, if applicable.

12.2. Either Party may terminate these Terms and Conditions by written notice to the other Party if the other Party materially breaches these Terms and Conditions and fails to cure such breach within sixty (60) calendar days from receipt of a default notice.

12.3. Either Party may terminate these Terms and Conditions by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

12.4. Upon termination of these Terms and Conditions for whatever reason (i) the Customer shall promptly pay AMPLR all Fees and other amounts earned by or due to AMPLR pursuant to these Terms and Conditions, up to and including the date of termination, (ii) all user rights granted to the Customer pursuant to these Terms and Conditions, including the rights to use the Services shall automatically terminate and the Customer shall return all copies of the Services, if any. Termination of these Terms and Conditions on whatever ground shall be without prejudice to any right or remedy that has accrued prior to the actual termination.

12.5. The provisions of these Terms and Conditions that are expressly or implicitly intended to survive termination shall survive any expiration or termination of these Terms and Conditions.

13. FORCE MAJEURE - HARDSHIP

13.1. Neither Party shall be liable nor given notice of default for any delay of a specific obligation or condition under these Terms and Conditions (other than payment obligations) as a result of Force Majeure – Hardship.

13.2. A Party who wishes to invoke a situation of Force Majeure – Hardship will provide the other Party with a notification and perform all reasonable efforts in order to limit or avoid all consequences and damage of the Force Majeure. In the event the situation of Force Majeure – Hardship exceeds a period of three (3) months, the Party to whom the Force-Majeure – Hardship is invoked, may terminate these Terms and Conditions by notice to the other Party.

14. MISCELLANEOUS

14.1. **Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.2. **No Waiver.** The failure of a Party to enforce any right or provision in these Terms and Conditions will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

14.3. **References.** AMPLR is entitled to make public reference to the Customer as a customer of AMPLR and to use the Customer's name and logo on its website for this purpose only (for the avoidance of doubt, without, in any event, disclosing any Confidential Information).

14.4. **Notice.** Each Party must deliver all notices or other communications required or permitted under these Terms and Conditions in writing to the other Party at the address listed on the first page of the Proposal by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) calendar days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14.5. **Assignment.** These Terms and Conditions may not be assigned by a Party to a Third Party without the prior written approval of the other Party. A Party may however assign these Terms and Conditions to (i) a parent company or subsidiary, (ii) an acquirer of all or substantially all of its assets involved in the operations relevant to these Terms and Conditions, or (iii) a successor by merger or other combination. Any purported assignment in violation of this article will be void. These Terms and Conditions may be enforced by and is binding on permitted successors and assigns.

14.6. **Entire Agreement.** These Terms and Conditions, together with any applicable Proposals and Documentation, comprises the entire agreement between Customer and AMPLR and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. No amendment to or modification of these Terms and Conditions will be binding unless in writing and signed by an authorized representative of each Party.

14.7. **Applicable law and Jurisdiction.** These Terms and Conditions shall be exclusively governed by and construed in accordance with the laws of Belgium without regard to its conflict of law principles. Any dispute arising hereunder which cannot be amicably settled between the Parties within a reasonable period from the dispute arising, shall be submitted to the exclusive jurisdiction of Ghent (Belgium).

ANNEX 1 – SPECIFIC SOFTWARE TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. For the purpose of this Annex, the following terms will have the following meaning (unless otherwise specifically provided otherwise and/or the context clearly requires otherwise). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Terms and Conditions.

"License Fee" means the license fee paid by the Customer as a consideration for the use of the Software as set forth in the Proposal;

"Login" means an identifying e-mail address that when combined with an authorized Password will permit access to the Software. Permitted Users will choose their own Logins but each Login must conform to syntax rules required by AMPLR;

"Password" means a key code that when combined with an authorized Login will permit access to the Software. Permitted Users will choose their own Passwords but each Password must conform to syntax rules required by AMPLR;

"Starting Date" means starting date of the Software license as set forth in the Proposal;

"Virus" means a virus, cancelbot, worm, logic bomb, Trojan horse or other harmful component of software or data.

1.2. The various sections of these Specific Software Terms apply dependent on the scope of the Services appealed by the Customer as described in the Purchase. Only the Articles that are relevant with respect to the scope of the Terms and Conditions between the Parties, will be applicable to said agreement between the Parties.

1.3. Deviations from these Specific Software Terms are only possible in case they have been clearly stated in the Proposal and have been accepted in writing by AMPLR in accordance with the Terms and Conditions.

1.4. Any aspect of the agreement between the Parties which is not addressed in these Specific Software Terms, will be governed by the applicable Articles in the Terms and Conditions.

2. LICENSE BY AMPLR TO THE CUSTOMER

2.1. License

2.1.1. Subject to the terms and conditions of these Terms and Conditions and timely payment of the Fees by the Customer, AMPLR grants the Customer, for the Term, a non-exclusive, limited, non-transferable, personal license to allow the Permitted Users to access and use the Software, without the right to sublicense. The aforementioned license is granted as of the Starting Date.

2.1.2. AMPLR reserves the right to make, in its sole discretion, any material or non-material changes and/or updates to the functionality of the Software from time to time without prior approval of the Customer. AMPLR will notify the Customer of material changes via email or via notification in the Software.

2.2. Permitted Users

2.2.1. To access and use the Software, the Customer must set up an account. When setting up the account, the Customer must provide current, complete, and accurate information. The Customer will identify persons who are Permitted Users and who will receive Passwords and Logins to use the Software for the purposes permitted by these Terms and Conditions. There is no maximum number of Permitted Users. The Customer undertakes and guarantees that the Permitted Users will at all times act in full compliance with the terms of these Terms and Conditions.

2.2.2. The Customer will maintain a list of Logins and Passwords, using the administrator account as set up by AMPLR. The Customer will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, each Password and Login. The Customer will use its best efforts to prevent unauthorized access to the Software and will immediately notify AMPLR in writing if the Customer determines, or has reason to believe, that an unauthorized employee or Third Party has gained access to the Software, a Password or Login. The Customer authorizes AMPLR to rely upon any information and/or instructions set forth in any data transmission using the assigned Password or Login, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the Software. Use of the assigned Password or Login, whether or not authorized by the Customer, will be solely the responsibility of and the risk of the Customer. The Customer will indemnify, defend, and hold harmless AMPLR from any claim, proceeding, loss or damages based upon any use, misuse, or unauthorized use of Customer's Passwords and Logins.

2.3. Restrictions

2.3.1. The Customer, nor any Permitted User is allowed to use the Software or a component thereof in a manner not authorized by AMPLR. Within the limits of the applicable law, the Customer, nor any Permitted User is permitted to (i) copy the Software, (ii) modify, translate or otherwise create derivative works of the Software, (iii) disassemble, decompile or reverse engineer the object code or source code of the Software, (iv) publish, or otherwise make available to any Third Party any benchmark testing information or results, (v) export or re-export the Software in violation of any local or international law or regulation, (vi) intentionally distribute any Virus, or other items of a destructive or deceptive nature or use the Software for any unlawful, invasive, infringing, defamatory or fraudulent purpose, or (vii) remove or in any manner circumvent any technical or other protective measures in the Software.

2.4. Access to the Software

2.4.1. Nothing in these Terms and Conditions shall be construed to require AMPLR to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by the Customer or any of its Permitted Users to provide access from the internet to the Software. Furthermore, the Customer shall thus be solely responsible for obtaining any required Third Party licenses not included in the Services but necessary to make use of the Software.

3. FEES

3.1. During the Term and as a consideration for the license set out in Article 2 of these Specific Software Terms, the Customer agrees to pay the License Fee as set forth in the Proposal.

3.2. AMPLR will invoice as per the invoicing arrangements set forth in the Proposal.

4. WARRANTIES

4.1. Except as expressly provided in these Terms and Conditions and to the extent permitted under applicable law, AMPLR expressly disclaims all warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement, satisfactory quality and fitness of the Software for a particular purpose. In particular, AMPLR does not warrant that the Software is error-free or that the use of the Software shall be secure or uninterrupted, that AMPLR will detect any or every defect in Customer's systems or that any or all problems with respect to the Software can be solved, and hereby disclaims any and all liability on account thereof. The Software will be provided by AMPLR under these Terms and Conditions on an "as-is" basis. However, AMPLR undertakes to make all reasonable efforts to remedy bugs reported by the Customer.

5. THIRD PARTY INFRINGEMENTS

5.1. In the event the Software or any part thereof, in AMPLR's reasonable opinion, is likely to become the subject of a Third Party infringement claim, AMPLR shall have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the Software so that it becomes non-infringing while preserving equivalent functionality; (ii) obtain for the Customer a license to continue using the Software in accordance with these Terms and Conditions; or (iii) terminate the Terms and Conditions and pay to the Customer an amount equal to a pro rata portion of the Fees for the remaining part of the Term.