General Conditions

1. Application

These general conditions (hereafter "General Conditions") shall apply to all present and future agreements between Hyperfox and Hyperfox's customer ("the Customer"), unless and to the extent agreed otherwise in writing. These General Conditions prevail the terms issued by the Customer, even if Hyperfox did not expressly protest against such terms. Any other conditions than these General Conditions, as well as any provisions to the contrary, even when issued by the representatives of Hyperfox, have to be confirmed in writing by Hyperfox in order to be applicable. In case any clause of the General Conditions or any agreement between parties would be considered by a court as invalid, void or too far reaching, parties confirm that their intention is to apply in such case a substitute clause that has as far as legally permitted the same effect as the clause written down in the General Conditions or agreement.

2. Offers and orders

Any offer shall be valid for the period as stated therein. Unless otherwise stated, the offer shall be valid for 30 (thirty) days from the date of the offer. All offers shall be without any obligation for Hyperfox. Agreements shall be formed only when Hyperfox, after it has received the order, confirms the order in writing with an authorized signatory. Offers shall be based on the information supplied by the Customer. It shall always be deemed that Hyperfox can assume such information to be correct.

3. Payment terms, prices, and taxes

All prices quoted by Hyperfox are in EURO and do not include VAT or travelling expenses. The prices will be increased with the applicable VAT and with travelling expenses. Payment of each invoiced amount, taxes included, has to be done on the account number of Hyperfox, without expenses for Hyperfox, within 30 (thirty) days after the date of the invoice. The payment of invoices regarding travel expenses is due according to the invoice fifteen (15) days after invoice date. Any payment after the fixed date of payment shall be subject to delay interest of 12 (twelve) % p.a. and to the invoicing of fines equivalent to 10% of the sum invoiced with a flat rate minimum of 250 € (two hundred fifty Euros) and a flat rate maximum of 2500 € (two thousand five hundred Euros) without any need of prior notification to be sent to the Customer. This clause shall not in any event exclude the possible payment of damages. Each year, the Subscription Fee will be indexed automatically using the formula as stated below and can be adjusted to the actual increase in the wages and other costs of Hyperfox (such as costs of subcontractors), with the proviso that such an index and/or adjustment may affect not more than 80% of the existing fees. Index formula:
$P = P_o * (S / S_o)$ where:

- P = updated yearly Subscription Fee
- P_o = Initial Subscription Fee
- S_o = reference wages index (country average) at signature date of the offer, as recognized by the Belgian Ministry of Public Affairs and published by Agoria, the multisector federation for the Belgian Technology Industry.
- S = reference wages index as the latest available at the moment of the purchase

These indexes are published monthly and can easily be consulted on http://www.agoria.be/nl/Agoria-index/Refertelonen/Overzichtstabellen.

4. Termination

Access to the platform of Hyperfox (hereinafter called the "Services") is granted for an initial Service Term of thirty-six (36) months and will automatically be renewed for additional Service Terms of twelve (12) months unless a Party requests termination in writing at least three (3) months prior to the end of the then current Service Term. A termination request will be given via registered letter or via a proven received e-mail to hello@hyperfox.com. In case of an early termination of the Services by the Customer within the initial or renewed Service Term, there will be no pro rata reimbursement of the Subscription Fee. This means that the upfront payment of the Subscription Fee shall be considered as acquired by Hyperfox. Either party shall in case of default at all times give the other party an express written notice to remedy the default. Either party shall than have 60 days from the date of such message to cure the default. If the default is not corrected by the end of such period, the parties reserve the right, in addition to any other remedies retained in these General Conditions, or may be entitled to by law, to immediately, without intervention of the court ("de plein droit"), terminate any order by law and - with respect to Hyperfox - terminate any licenses granted under such order, without any repayment by either party. Hyperfox may immediately terminate any order in total upon written notice if (a) Customer becomes insolvent, files a petition of bankruptcy (or any similar petition under any insolvency law of any jurisdiction), ceases its activities, or proposes any dissolution, or (b) Customer attempts to Hyperfox give access to the Services to a third party in violation of these General Conditions.

5. Liability

In no event shall Hyperfox's liability include any incidental or consequential damage arising out of the use of the Services and/or any deliverables (including implementation and configuration services) or the related information or documentation, hereinafter referred to as "the Delivered Product(s)", or any other damage which has not been caused directly and immediately by a fault of Hyperfox, such as but not limited to loss of income, claims of third parties, loss of data, damages or defects due to materials, software or information from the Customer or a third party. The liability for deficiencies in the infrastructure services and/ or any third-party software is excluded. For direct damages, if repair in species is not possible, the liability of Hyperfox towards the Customer or towards third parties shall never exceed the most recently paid yearly Subscription Fee. The waiver by either party of any default or breach of any agreement between parties shall not constitute a waiver of any subsequent default or breach.

6. Title

Except as expressly set forth in this General Conditions, Hyperfox will own and retain all right, title and interest in and to the Services, including all software, improvements, enhancements, or modifications thereto. "Intellectual Property Rights" means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights. All rights in and to the Services not expressly granted to Customer in this General Conditions are reserved by Hyperfox. No license is granted to the Customer except as to use of the Services as expressly stated herein. Customer retains all of its Intellectual Property Rights, title and interest in and to the customer data. No ownership interest in the customer data is transferred to Hyperfox by virtue of this General Conditions. The Customer explicitly approves for the processing of its customer data on the infrastructure located in Europe.
Hyperfox will have the right to view, analyze and store customer data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer's data and data derived therefrom) for smart analytics purposes in order to enhance the functionalities of the Services ("the Purpose"). Hyperfox warrants that the use of the customer data by Hyperfox is strictly limited to the Purpose, that the data shall be subject to appropriate security and privacy precautions. Hyperfox will be free (during and after the term hereof) to, without any obligation to Customer, (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Hyperfox offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

7. License

Upon payment of the due amounts, or immediately if no payments are due, Hyperfox grants to Customer a non-exclusive, non-transferable, non-sublicensable right to access and use the Services specified in the Offer for Customer's business operations. Hyperfox may subcontract to third parties any part of the Services. In particular, Hyperfox may utilize third-party service providers to provide amongst others, but not limited to, connectivity, data center services, database services and security services. The Customer shall not use, print, copy, adapt, modify, translate, or alter the Services in whole or in part except as expressly provided in this General Conditions, in a separate written agreement or as permitted by compelling law. Customer shall not remove any identification, proprietary, copyright, or other notices in the Services or documentation. In addition, Customer has no permission to reverse the Services into source code, to decompile, disassemble, or analyze the Services by "reverse engineering", to create derivative works of the Services, to merge the Services with other software, to sublicense, sell, lease or otherwise encumber its rights granted by Hyperfox (unless expressly authorized by Hyperfox) and each attempt thereto shall constitute an infringement, unless such act is expressly permitted by compelling law. In case of infringement, Hyperfox reserves all its rights to prove and obtain compensation for its full damages incurred by such infringement. This article does not prevent Hyperfox from obtaining an equitable relief in summary or other proceedings. Customer shall notify Hyperfox immediately of any unauthorized use of any password or user ID or any other known or suspected breach of security, use reasonable efforts to stop any unauthorized use of the Services, that is known or suspected by Customer, and not provide false identity information to gain access to or use the Services. The Customer must not use the Services in any way that causes, or may cause, damage to the Services or impairment of the availability or accessibility of the Services. The

Customer must not use the Services in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity. The Support of the Services is set out in the Offer.

8. Force Majeure

Each Party shall be excused from performance of its obligations under this Agreement if such a failure results from Acts of God, fire, strike, embargo, terrorist attack, war insurrection or riot or other caused beyond the reasonable control of that Party. Any delay resulting of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstance.

8. Complaints

Complaints relating to the invoices must be notified to Hyperfox directly and by registered mail within 15 (fifteen) days after the invoice date, stating the precise nature and extend of the complaints.

9. Confidentiality

The Customer acknowledges that the information and data (including the general business information) it receives from Hyperfox concerning the Services and any documentation related to the Services are confidential and proprietary and a valuable commercial asset of Hyperfox. Hyperfox acknowledges that the general business information and customer data it receives from the Customer is confidential and proprietary. Both Parties agree to keep the above-mentioned information and data they receive from the other Party in confidence and to not disclose any of it to a third party or use it for its own benefit without previous consent of the other party in writing. Both parties may only disclose the confidential information or data to those of its employees or advisors, who require the information to enable that party to fulfil its contractual obligations towards the other party. A party's confidential information shall not be deemed to include information that: (1) is or becomes publicly known other than through any act or omission of the receiving party; (2) was in the other party's lawful possession before the disclosure; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party, which independent development can be shown by written evidence; or (5) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body. In case of infringement upon the provisions of this article 6 by a party, the infringing party will pay to the non-infringing party for each infringement an amount of 100.000 euros (one hundred thousand) euros as liquidated damage, notwithstanding the non-infringing party's right to prove and obtain compensation for its full damages incurred by such infringement. Parties acknowledge and agree that such sum is a genuine pre-estimate of damage. This clause does not prevent Hyperfox from obtaining an equitable relief in summary or other proceedings.

10. Warranty
Hyperfox represents that it is free to enter into this agreement and it has not made or will not make any grant or assignment which can or might prevent or interfere with the full performance of its obligations under this agreement. Parties agree that they will act in good faith at all times and shall not bring each other in disrepute. Hyperfox represents and warrants that it will provide the Services in a professional manner consistent with general industry standards.
Hyperfox warrants that the Services will not contain any viruses that would disable the software or any computer systems, network or data of the Customer or that would permit Hyperfox or any third party to access the software or any computer system, network or data of the Customer or that would permit any third party to track, monitor or otherwise report the operation and the use of the software or any computer system, network or data of the Customer. The Customer warrants that it will at all times use the services in conformity with the directives and instructions of Hyperfox and will take all measures to safeguard the integrity and security of such services and any goods or materials in connection with it. Notwithstanding the foregoing, Hyperfox shall have no obligations under these warranties if it appears that Customer has not used the services in line with directives and instructions of Hyperfox.
Hyperfox does not warrant that the Services will meet Customer's performance requirements or that the Services will operate in accordance with Customer's expectations. Before signing this offer, Customer has studied the Services and its performance and accepts responsibility for selection of the Services, its use, and the results to be obtained therefrom. Except as expressly provided for in this general terms and conditions, Hyperfox makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded. To the fullest extent permitted by law, except as expressly stated in this General Conditions, neither Hyperfox nor its licensors make any warranty of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, or noninfringement. neither Hyperfox nor its licensors make any warranty about any content or information in or from an end user or Customer services account. Hyperfox is not responsible for the accuracy, completeness, integrity, appropriateness, or legality of data, declaration proposals, or any other information shared or posted by a Customer or its users.

11. Customer logo

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

12. Competence and Applicable Law

These General Conditions and any agreements between Hyperfox and the Customer are exclusively governed by Belgian law. In case of disputes or claims with respect thereto, the Courts of Leuven (Belgium) shall have sole jurisdiction.