GENERAL TERMS AND CONDITIONS

ARTICLE 1. GENERAL

1.1 These general terms and conditions ("GTC") apply to the supply of products, licenses and services by SCAPTA NV, with registered office at 3500 Hasselt, Kempische Steenweg 293 box 38, company number 0634.869.948 – RPR Hasselt (hereinafter referred to as "SCAPTA") to the customer (hereinafter referred to as the "Customer"). SCAPTA and the Customer are hereinafter individually referred to as a "Party" and jointly as the "Parties".

1.2 SCAPTA has the right to amend these general terms and conditions subject to notice to the Customer (by letter, invoice or email). Such amendments shall take effect one (1) month after notification, unless a later date is specified. If the Customer does not accept these amendments, the Customer must notify SCAPTA within one month after the notification.

ARTICLE 2. DEFINITIONS

2.1 When used in these GTC, the following terms shall have the meanings set out below:

- "Services": the services to be provided by SCAPTA to the Customer (as applicable: consulting, analysis, development of modifications, additions or adjustments to Software, integration, implementation, training, support, maintenance, hosting or making Software available and keeping it available via the internet or another network, and other services or advice) as described in the Quotation.

- "Quotation": a quotation, statement of work, change request, project charter or similar document issued by SCAPTA and containing the specific terms relating to the Software or Services that the Customer wishes to purchase from SCAPTA;

- "Software": the software as described in the Quotation (standard software from SCAPTA or third parties, modifications or extensions to the software for the benefit of the Customer, or software specially developed for the Customer);

ARTICLE 3. AGREEMENT

3.1 If the Customer wishes to purchase Software license(s) or Services from SCAPTA, SCAPTA shall prepare a Quotation containing the specific terms and prices. Unless otherwise stated, a Quotation shall remain valid (within which acceptance must take place) for thirty (30) days.

3.2 Upon acceptance by the Customer of the Quotation within its validity period (whether expressly or implicitly by asking SCAPTA to start delivering the Software or Services), an agreement (the "Agreement") shall be concluded between the Parties. Where the Customer attaches a condition or assumption to its acceptance, the Agreement shall only be concluded when SCAPTA has accepted such condition or assumption in writing.

3.3 These GTC form an integral part of an Agreement. In the event of inconsistencies, the Quotation shall prevail over the GTC, which shall prevail over the Customer's quotation request (if any). The Customer waives the application of its own terms and conditions. In the case of a public procurement contract, the GTC shall apply only to the extent that they do not conflict with, or contain a reservation regarding, the content and conditions of the public procurement documents.

ARTICLE 4. PRICES & INVOICING

4.1 All prices quoted by SCAPTA are estimates only, based on the information available at the time the Quotation is prepared, and may in no event be considered binding on SCAPTA unless it is expressly stated that a price or amount must be regarded as a fixed fee.

4.2 Unless otherwise stated, prices apply in Belgium and during office hours, and are exclusive of VAT, accommodation and travel expenses, which shall be borne by the Customer.

4.3 For services outside Belgium, the prices stated in the Quotation shall be increased by 25% within the EU and 35% outside the EU.

4.4 Outside normal office hours, the prices stated in the Quotation shall be increased by:

50% for Saturdays until 5:00 p.m.
100% for Saturdays after 5:00 p.m.
100% for Sundays

4.5 Travel expenses within Belgium are charged at €0.80 per km, with a minimum of €50 (distance under 50 km), €100 (distance between 50 km and 100 km) and €150 (distance over 100 km). The distance is always calculated from the head office in Hasselt. If the Customer does not provide parking facilities, parking costs shall be charged at actual cost.

4.6 For services outside Belgium:
(i) the Customer shall arrange and pay directly for flight, hotel and taxi, and shall coordinate with SCAPTA so that everything is arranged in time (visa, etc.). If SCAPTA must arrange this, an administrative fee of EUR 50 shall be charged per booking; if the flight time exceeds 4 hours, business class shall be booked.
(ii) travel by car (car costs and parking) shall be charged at actual cost;
(iii) travel time (both directions) shall be charged at 70% of the hourly rate;
(iv) out-of-pocket expenses shall be charged on a flat-rate basis per person per day at the most recent rate for "daily flat-rate allowance Category 1" as published in the Belgian Official Gazette.

4.7 A composite Quotation does not oblige SCAPTA to perform part of the assignment for a corresponding part of the quoted price.

4.8 SCAPTA reserves the right to index prices annually at the beginning of the year based on the following formula: Fn = Fo (0.2 + 0.8 (Sn/So)) (where Fn = new price; Fo = old price; Sn = reference hourly labour cost (national average – wages and social charges) as last published by Agoria prior to the price adjustment; So = reference hourly labour cost (national average – wages and social charges) published by Agoria, applicable for the month preceding the commencement of the Agreement).

4.9 The prices in the Quotation are always based on the license and service conditions of SCAPTA's suppliers as applicable at that time. If changes occur in this respect during the term of the cooperation, SCAPTA reserves the right to adjust its prices proportionately, and the Customer accepts this provided that it does not entail a price increase of more than 10%.

4.10 All work not provided for in the Quotation and carried out by SCAPTA in consultation shall be regarded as additional work and shall be charged on a time-and-materials basis, as provided in the Quotation or as customary at that time.

4.11 Software license(s) and Services delivered at a fixed price shall be invoiced in advance. SCAPTA reserves the right to postpone delivery of Software or Services until payment has been received. Services on a time-and-materials basis shall be invoiced monthly after delivery of the relevant Services. No credit or refund shall be made for prepaid license fees or Services that were not used.

4.12 SCAPTA has the right to send its invoices electronically. The Customer shall provide a properly functioning email address (and update it when necessary) to which the electronic invoice can be sent. An electronic invoice shall be deemed to have been duly received by the Customer on the day it is sent to that email address.

4.13 Any complaint regarding invoiced amounts must be notified to SCAPTA by registered letter within eight (8) days after receipt of the invoice, failing which the right to complain shall lapse. If the Customer disputes only part of the invoice, the Customer shall not be entitled to postpone payment of the undisputed amounts.

4.14 Payment must be made within 15 days after the invoice date into the SCAPTA bank account stated on the invoice, stating the invoice number or the structured reference.

4.15 If the Customer fails to comply with the above payment term, SCAPTA shall be entitled, as from the due date, to charge interest in accordance with the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, as well as a fixed compensation of 10% of the invoiced amount. In addition, all outstanding invoices shall become immediately due and payable and SCAPTA shall be entitled, without any notice of default or judicial intervention, either to suspend further performance or to regard the Agreement as terminated, without prejudice to any claim for damages. If the Customer fails to observe the payment term under the Subscription License Model on two occasions, SCAPTA shall furthermore be entitled to require direct debit of payments as a condition for the continuation of the services and the right of use. The Parties shall sign the necessary documents for this purpose.

4.16 In the event of loss of the Customer's creditworthiness (bankruptcy, application for judicial reorganisation or the threat thereof), all invoices not yet due shall become immediately due and payable and SCAPTA may, without notice of default, cancel any accepted order free of charge. In addition, SCAPTA shall be entitled to demand additional security for payment and to suspend further performance of the Agreement until such time.

ARTICLE 5. PERFORMANCE

5.1 Subject to payment by the Customer of the amounts due, SCAPTA shall use reasonable efforts to deliver the Software and the Services in accordance with the Agreement and good industry practice. SCAPTA's obligations under the Agreement are obligations of means.

5.2 The Parties expressly agree that all implementation deadlines are target dates and therefore are not binding on SCAPTA, unless expressly agreed otherwise in writing. This is due, among other things, to the fact that SCAPTA also depends on input and cooperation from the Customer and third parties. Delay in performance can never give rise to any penalty, damages or termination of the Agreement.

5.3 Delivery of the Software and/or Services by SCAPTA depends on the active involvement of the Customer. The Customer shall, free of charge, (i) provide SCAPTA in writing and in due time with all necessary, accurate and complete information (for example about its system, its working methods and its objectives); (ii) contribute to the planning of the work; (iii) where applicable, make the necessary facilities available to SCAPTA at its own expense, including but not limited to parking space, suitable workspace (with sufficient light and ventilation), electricity, communication facilities (including the possibility of connecting to SCAPTA's server), access to the IT installation and databases (to the extent necessary for performance of the Agreement); (iv) if necessary, grant SCAPTA permission and access to perform Services outside normal office hours; and (v) make available internally the necessary and qualified staff (including key users with sufficient time available to properly perform the obligations under this Agreement and such that, in principle, they do not require more guidance from SCAPTA than provided for in the Quotation). The Customer acknowledges that the replacement or unavailability of the necessary resources within its project organisation may result in a longer implementation period and, as a consequence, higher costs.

ARTICLE 6. CHANGE REQUEST

6.1 During the term of the Agreement, either Party may request in writing additions or changes to the scope or nature of the Services or the Software ("Change Request"). However, SCAPTA shall have no obligation to grant such request until the Parties have reached agreement on the compensation, priority and timing, and the impact of such Change Request. SCAPTA may charge the time spent analysing a Change Request on a time-and-materials basis.

ARTICLE 7. ACCEPTANCE & DELIVERY

7.1 Acceptance: Software and/or Services must be inspected and tested by the Customer as soon as possible after delivery, and shall be deemed to have been correctly delivered and accepted at the earliest of the following moments: (1) the signing by the Customer of the acceptance document; or (2) if the Customer has not refused acceptance in writing and with sufficient reasons within 10 working days after delivery (or after the live migration if a live delivery (go-live procedure) is provided for in the Agreement); or (3) the operational or productive use of the Software and/or Services by the Customer.

7.2 Acceptance may not be refused for minor defects that do not prevent the operational or productive use. Non-acceptance of one part or at one stage shall not affect acceptance of an earlier stage or an earlier part.

7.3 Test phase: if expressly provided for in the Agreement, SCAPTA shall, after development and installation of the Software, assist the Customer in testing it in accordance with the following procedure:

(i) Test environment: the Customer is responsible for providing a test environment. If this is not possible, SCAPTA may make one available for a fee.

(ii) Testing: both SCAPTA and the Customer through its "key users" (being previously trained employees of the Customer assigned to the project, who are aware of the desired processes and have sufficient skills to carry out this task) shall perform tests in the test environment with sufficient depth and scope to determine whether the Software complies with the specifications in the Agreement. In this respect, the Customer must provide suitable data sets to simulate the later

operational functioning of and between the various Software modules. The Customer shall itself test the same application using specific company-related data and environment.

During the test phase, the Parties shall keep each other promptly informed of any defects and problems in the Software or Services, the Customer shall not be permitted to use the Software for productive or operational purposes, and SCAPTA shall use its best efforts to remedy the defects identified in the Software.

7.4 Live delivery: if expressly provided for in the Agreement, SCAPTA shall, after testing the Software in the test environment, assist the Customer in transferring the Software to the live environment in accordance with the following procedure:

(i) Data delivery: the Customer shall provide SCAPTA with the data from the existing software in the format required by SCAPTA. SCAPTA cannot be held liable for missing data, or for errors in the data or in the Customer's existing software. Both Parties shall ensure proper preparation in order to enable a smooth data migration.

(ii) Live migration: SCAPTA or the Customer (as specified in the Agreement) shall migrate the data provided into the Software in the live environment.

7.5 If the Software and/or Services are delivered in parts, the provisions of this article shall apply to each part.

ARTICLE 8. WARRANTY

8.1 Third-party software is subject to the warranty, including all limitations and exclusions, of that third party. SCAPTA provides no additional warranty.

8.2 For the standard version of the Software, the warranty shall be as provided in the applicable license terms (Software License Terms).

8.3 For non-standard parts of the Software, a warranty period of 60 days (hereinafter the "Warranty Period") shall commence upon acceptance (or live delivery if provided for in the Agreement). During this Warranty Period, the Customer shall use the Software in the live environment with sufficient depth and scope and shall carefully verify whether the Software complies with all specifications in the Agreement.

8.4 If, during this Warranty Period, the Customer discovers defects, including reproducible errors in the Software, meaning that it does not comply with the specifications and this is exclusively attributable to SCAPTA, the Customer shall notify SCAPTA in writing within 8 days after the defect has been identified, on pain of forfeiture of the warranty, and in any event within the Warranty Period. The Customer must describe the defect extensively and in detail to ensure that SCAPTA has the opportunity to respond adequately. SCAPTA shall then use its best efforts to remedy these defects or reproducible errors or to organise a workaround (being a way to obtain a result via the Software by an indirect or alternative route that would normally be acceptable). If SCAPTA is unable to remedy the defect, the Customer may remove the Software and return all media and other associated materials, whereupon SCAPTA shall refund the license fee already paid.

8.5 The above warranty shall not apply in the event of improper use, accident, modification, use in an unsuitable physical or operational environment, or in an environment other than the intended live environment, incorrect maintenance by the Customer, or defects caused by software or products for which SCAPTA is not responsible.

ARTICLE 9. RIGHT OF USE

9.1 The Customer confirms acceptance of the attached license agreement (*SCAPTA Software License Terms*) applicable to the delivered software.

9.2 The Customer acknowledges and accepts that all intellectual property rights (copyright, know-how, drawings and models, and other similar or equivalent forms of legal protection anywhere in the world, trade secrets, copyright, trade name or trademark, or any other industrial or intellectual property right) relating to the delivered Software or Services, the designs, documentation and all other materials developed or used in preparation for or performance of the Agreement, or resulting therefrom, are vested exclusively in SCAPTA or its suppliers. The Customer undertakes not to do anything that could prejudice those rights, including after the end of the Agreement.

9.3 To the extent that the Software or Services include components for which a third party (including Microsoft) owns the intellectual property rights, separate terms of use may apply (including the *Microsoft Software License Terms*). Accordingly, the Customer accepts that it acquires only a right of use for such components in accordance with the conditions set by that third party.

9.4 SCAPTA reserves the right in any event to continue using the ideas, concepts, techniques, aggregated data and know-how used or developed in the context of the Agreement.

9.5 This article is without prejudice to the obligations concerning Confidential Information.

ARTICLE 10. SCAPTA LIABILITY

10.1 SCAPTA's total liability under the Agreement for all claims, including claims for damages and penalties, whether arising from breach of contract, tort, breach of warranty or any other cause, shall in all cases, to the extent permitted by law, be limited to direct damage caused by its own gross negligence, and shall in any event be limited to the lower of the following amounts: (i) 50% of the price actually paid by the Customer to SCAPTA under the Agreement for the relevant Software and Services during the twelve months preceding the claim; or (ii) EUR 250,000.

10.2 SCAPTA shall not be liable for the loss of or damage to data, business, turnover, profit, goodwill or customers (including reputational damage), anticipated savings, or for any indirect or consequential loss, or for the consequences of improper or non-conforming use by the Customer of the Software or Services. Damage resulting from the operation or non-operation of the Software during the test phase shall in no event give rise to compensation.

10.3 The limitations of liability in this article shall not apply in the event of wilful misconduct or fraud by SCAPTA.

10.4 SCAPTA is responsible only for Software and/or Services supplied by it and shall therefore in no event be liable for defects, delays, performance issues and the like to the extent that these are wholly or partly attributable to (i) negligence by the Customer or non-performance of the Agreement by the Customer; (ii) other suppliers of the Customer; (iii) the Customer's use of the Software and/or the results of the Services in a manner other than intended; (iv) modifications by the Customer or other suppliers of the Customer; (v) computer viruses, hacking, trojan horses, spyware, interference with

technical protection measures not originating from SCAPTA; and (vi) damage covered by insurance taken out by or for the Customer.

10.5 The Agreement is entered into solely between the Customer and SCAPTA and not for the benefit of third-party beneficiaries. SCAPTA accepts no liability towards third parties with regard to the Software and Services. The Customer shall indemnify SCAPTA in this respect and compensate SCAPTA for complaints, losses, damages and the like of third parties, including the legal costs arising therefrom.

10.6 The Customer shall take all reasonable measures to limit possible damage.

10.7 All claims relating to the Agreement or to the Software and Services (except warranty claims) must be notified to SCAPTA by registered letter (such notice of default must contain as complete and detailed a description as possible of the breach or defect so that SCAPTA is given the opportunity to respond adequately), giving SCAPTA a reasonable period to remedy the breach or defect. Notification must be made within the following periods: (i) in respect of a breach or defect that could be established upon delivery, within 15 days after delivery; (ii) in respect of a breach or defect that could not be established upon delivery, within 15 days after discovery of the breach or defect (or after the time when it could reasonably have been discovered), but in any event no later than six (6) months after delivery.

10.8 Software and components from third parties are, in addition to the foregoing provisions, subject to the limitations and exclusions of liability set by those third parties.

ARTICLE 11. CUSTOMER RESPONSIBILITY

11.1 The Customer is solely responsible for ensuring that all data provided by the Customer may be used lawfully and do not infringe any third-party rights (including intellectual property rights).

11.2 The Customer shall take appropriate preventive measures in the event that the Software does not function properly in whole or in part (through daily data backups, bug diagnosis, regular checking of data processing, etc.). The Customer is solely responsible for backing up its data.

11.3 The Customer is solely responsible for setting up a functioning hardware and software environment within which the Software will be installed (not applicable in the case of hosting or making Software available and keeping it available via the internet or another network by SCAPTA).

11.4 The Customer shall inform the users of the Software about the provisions set out in the applicable license agreements.

11.5 The Customer shall inform SCAPTA in advance of any safety regulations applicable within its organisation. Regulations not communicated in writing cannot be enforced against SCAPTA.

ARTICLE 12. TERM AND TERMINATION

12.1 The Agreement shall remain in force until SCAPTA has delivered the Software and Services, unless it has been terminated earlier in accordance with this article.

(i) The Customer may terminate the Agreement in whole or in part subject to payment of the following termination fee (always after deduction of the amounts already paid by the Customer):

25% of the agreed or estimated price for the relevant Services in the event of termination no later than 10 working days before the agreed start date;

50% of the agreed or estimated price for the relevant Services in the event of termination between 10 and 5 working days before the agreed start date;

100% of the agreed or estimated price for the relevant Services in the event of termination later than 5 working days before the agreed start date or after the start date;

If the Customer requests the delivery of the Services to be suspended in whole or in part, SCAPTA shall be entitled to invoice a standby fee for the reserved consultants, and if that suspension exceeds a period of 6 months, SCAPTA may regard such suspension as a total or partial termination. In that case, the above fees shall be due.

(ii) Notwithstanding the foregoing provisions, the Customer may not terminate Agreements that contain software, services or products ordered by SCAPTA from suppliers or subcontractors.

(iii) To the extent that the Agreement relates to software, services or products of third parties, SCAPTA may terminate the Agreement at any time with immediate effect if SCAPTA loses the right to offer such software, services or products.

12.2 SCAPTA may terminate the Agreement, or suspend the delivery of Services, including the right to use the Software, if the Customer commits a material breach of the Agreement and fails to remedy that breach within 14 calendar days after being requested to do so by SCAPTA.

12.3 SCAPTA may terminate the Agreement at any time by giving 30 days' notice.

12.4 If the Agreement relates to ongoing or recurring Services (such as hosting or making Software available and keeping it available via the internet or another network, maintenance or support), then, unless otherwise agreed, the Agreement shall have a term of 12 months and shall thereafter be tacitly renewed for successive periods of 12 months, unless either Party terminates the Agreement by registered letter no later than 3 months before the end of the current period.

12.5 The Agreement shall be terminated automatically upon the Customer's bankruptcy. SCAPTA shall have the right (to the extent permitted under the applicable insolvency legislation) to terminate the Agreement in writing without judicial intervention and with immediate effect if the Customer is no longer solvent, is being liquidated, or is subject to a similar procedure.

12.6 Termination of the Agreement shall not affect those provisions that are intended to remain in force after termination.

ARTICLE 13. MICROSOFT

13.1 Microsoft is a third-party beneficiary of the Agreement with respect to Software ordered from Microsoft and has the right to (i) enforce the Agreement; (ii) monitor the Customer's compliance with the Agreement; and (iii) contact the Customer directly.

13.2 The Customer authorises SCAPTA to share information with Microsoft to the extent necessary (i) for SCAPTA to cooperate with Microsoft, and (ii) for the Customer to receive services and communications from Microsoft.

13.3 The Customer acknowledges that Microsoft has no responsibility for the non-Microsoft components of the Software or for any effect that those components may have on the functionality of Microsoft software or the Customer's systems, business or operations.

13.4 Microsoft regularly makes changes to the Microsoft components of the Software. In certain cases (including *breaking changes*), such changes, in which SCAPTA is not involved, may affect the customisations developed by SCAPTA for the Customer. The Parties shall handle such impact through the Change Request procedure of Article 6.

13.5 The Customer accepts the terms of the Microsoft Cloud Agreement: http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2017Agr_EMEA_EU-EFTA_DUT_Sep20172_CR.pdf

ARTICLE 14. FORCE MAJEURE & HARDSHIP

14.1 Each party shall automatically be released and shall not be obliged to perform any obligation towards the other party in the event of force majeure. Force majeure means any circumstance beyond the will of that party which could not have been foreseen and could not have been avoided with reasonable efforts. The following cases shall in any event be considered force majeure: war, riots, rebellion, general strike, fire, natural disasters, import or export restrictions, disruption of normal traffic, transport, energy supply, internet, computer networks or telecommunications facilities, delays in or failure of deliveries by suppliers, prolonged illness of key consultants, widespread virus outbreak, or a case of force majeure affecting a subcontractor. The party invoking force majeure is required to inform the other party of the start date of the force majeure, as well as of its end. The obligations of both parties shall be suspended for the duration of the force majeure. If the force majeure lasts longer than two months, either party shall have the right to terminate the Agreement by registered letter, without being obliged to pay any compensation.

14.2 If a fundamental change of circumstances beyond the control of SCAPTA, which SCAPTA could not reasonably have foreseen or avoided at the time of the conclusion of the Agreement, results in the further performance of the contractual obligations becoming an unreasonable or disproportionate burden, SCAPTA shall have the right to negotiate alternative contractual terms. If the parties do not reach an agreement within a reasonable period after such request, SCAPTA shall have the right to terminate the Agreement without being obliged to pay any compensation.

ARTICLE 15. MISCELLANEOUS

15.1 "Confidential Information" includes technical, financial or commercial information of SCAPTA, as well as all information in whatever form disclosed in the context of the performance of a project or order under the Agreement, whether or not forming part of the Software or Services. Except with the express written consent of SCAPTA, the Customer shall (i) not use, reproduce or distribute the Confidential Information, directly or indirectly, orally or in writing, outside the scope of the Agreement, (ii) take all necessary measures to prevent Confidential Information from being disclosed to anyone, except to its employees who need to know it for the implementation of the Agreement and who have been informed of the confidentiality obligation, and (iii) return all Confidential Information and any copies thereof to SCAPTA upon first request. The confidentiality obligation shall not apply when the Customer can prove that the relevant information (i) was already public without this resulting from a breach of the Agreement, or (ii) was already known to it before the conclusion of the Agreement, or (iii) was lawfully obtained from a third party not bound by a confidentiality obligation. This confidentiality obligation shall remain valid for a period of 5 years after the end of the project or Agreement for which the Confidential Information was disclosed.

15.2 During the term of the Agreement and for a period of 1 year after its end, the Customer shall not directly or indirectly employ or engage any employee, manager, staff member or consultant of SCAPTA or entrust assignments to them (in the broadest possible sense). Any breach of this provision shall entitle SCAPTA to a lump-sum compensation from the Customer equal to 100% of the gross annual remuneration of the person concerned.

15.3 The Customer agrees to SCAPTA's use of the Customer's logo and name, and a factual description of the Services and Products, in SCAPTA advertisements and promotional material, and as a reference towards other (potential) customers.

15.4 The Customer may not assign its rights and obligations under the Agreement without SCAPTA's approval. SCAPTA reserves the right to assign the rights and obligations under the Agreement in whole or in part subject to written notice to the Customer.

15.5 The Agreement shall be governed by Belgian law.

15.6 Any dispute concerning the Agreement that cannot be resolved amicably within 30 days (a period that does not apply to unpaid invoices) from the date on which one party informs the other of the dispute shall fall under the exclusive jurisdiction of the courts of Hasselt.

Annex: specific conditions for Scapta365

This annex concerns the cloud services delivered under the name Scapta365, as further described on the SCAPTA website or in the Quotation. The GTC apply to Scapta365 unless otherwise provided in this annex.

Description and activation

- The cloud services delivered under the name Scapta365 are described in more detail on the SCAPTA website or in the Quotation. In the context of Scapta365, SCAPTA does not provide custom development for the Customer.

- After the Agreement has been concluded, SCAPTA activates the account and provides the Customer with an email address with which the Customer can log in to Scapta365. This email address is based on an existing Office 365 email account of the Customer or, if the Customer does not have an Office 365 email account, SCAPTA will create one (ordered together with the Scapta365 user).

Term of the Agreement

- The term of the Agreement with respect to Scapta365 depends on the chosen formula. Under the monthly formula, each Party may terminate the Agreement with a notice period ending at the end of the month following the month in which notice is given by registered letter. Under the annual formula, each Party may terminate the Agreement by registered letter with a notice period of 30 days before the end of the current annual period.

- SCAPTA may terminate the Agreement, or suspend the delivery of Scapta365, including the right of use, if the Customer commits a material breach of the Agreement and does not remedy that breach within 14 calendar days after having been requested to do so by SCAPTA.

- Termination of the Agreement means that the Customer no longer has any right of use with respect to Scapta365 and that any further use may give rise to liability for infringement of intellectual property rights.

- At the end of the Agreement, SCAPTA may provide the Customer with the data stored in Scapta365 (in the form of an SQL dump), provided that the Customer requests this within 8 working days after the end of the Agreement and subject to payment of an amount of EUR 600 (excluding VAT). The data shall be delivered after receipt of payment.

Conditions

- Unless otherwise agreed in writing, the Customer is responsible for the management of Scapta365, including control of the settings, the use of Scapta365 and the manner in which the results of Scapta365 are used. The Customer is also responsible for giving instructions to users and for their use, regardless of whether those users are in a subordinate relationship to the Customer. In the absence of express agreements on this matter, the Customer shall itself install, configure, parameterise and tune the required auxiliary software on its own equipment and, if necessary, adapt the equipment, other auxiliary software and user environment used in that context and ensure the interoperability desired by the Customer.

- SCAPTA is not responsible for checking the accuracy and completeness of the results and data generated by the use of Scapta365. The Customer shall regularly verify these

itself and take the necessary measures to prevent and limit the consequences of interruptions or shortcomings in Scapta365, or of damage to or loss of data. In no event shall SCAPTA be responsible for restoring corrupted or lost data.

- Scapta365 may be upgraded on a regular basis. SCAPTA may temporarily take the service, in whole or in part, out of operation for preventive, corrective or adaptive maintenance. SCAPTA shall not allow the downtime to last longer than necessary, shall where possible schedule it outside office hours and, depending on the circumstances, shall start it after notifying the Customer.

- The payment term for Scapta365 is 8 days. SCAPTA reserves the right to revise the prices for Scapta365 subject to 3 months' prior notice to the Customer.

- The following articles of the GTC do not apply to Scapta365: 5.3 (*active involvement of the Customer*), 6.1 (*change request*), 7 (*acceptance and delivery*), 8.3 up to and including 8.5 (*warranty*), 11.2 (*backup*), 11.3 (*hardware and software environment*), 12.1 up to and including 12.4 (*term and termination*).

- Microsoft's terms for the use of Dynamics, Office 365 and Azure apply: http://www.microsoftvolumelicensing.com/.

Annex: specific conditions for Kalena365

This annex concerns the cloud services delivered under the name Kalena365, as further described on the SCAPTA website or in the Quotation/Agreement. The GTC apply to Kalena365 unless otherwise provided in this annex.

Description and activation

- The cloud application delivered under the name Kalena365 is described in more detail on the SCAPTA website or in the Quotation/Agreement.

- After the Agreement has been concluded, the Customer shall inform SCAPTA as soon as Microsoft Dynamics 365 has been activated. SCAPTA will then upload the Kalena365 app into Dynamics 365. One Kalena365 user is charged for each active Microsoft user. The Customer must inform SCAPTA if an active Microsoft Dynamics user is added. The Customer must also grant SCAPTA administrator rights so that the correct number of active users can be checked and invoiced at all times.

Term of the Agreement

- The term of the Agreement with respect to Kalena365 depends on the chosen formula. Under the monthly formula, each Party may terminate the Agreement with a notice period ending at the end of the month following the month in which notice is given by registered letter. Under the annual formula, each Party may terminate the Agreement by registered letter with a notice period of 30 days before the end of the current annual period.

- SCAPTA may terminate the Agreement, or suspend the delivery of Kalena365, including the right of use, if the Customer commits a material breach of the Agreement and does not remedy that breach within 14 calendar days after having been requested to do so by SCAPTA.

- Termination of the Agreement means that the Customer no longer has any right of use with respect to Kalena365 and that any further use may give rise to liability for infringement of intellectual property rights.

- At the end of the Agreement, the Customer may request the data stored in Kalena365 from Microsoft in accordance with Microsoft's applicable terms.

Conditions

- Unless otherwise agreed in writing, the Customer is responsible for the management of Kalena365, including control of the settings, the use of Kalena365 and the manner in which the results of Kalena365 are used. The Customer is also responsible for giving instructions to users and for their use, regardless of whether those users are in a subordinate relationship to the Customer. In the absence of express agreements on this matter, the Customer shall itself install, configure, parameterise and tune the required auxiliary software on its own equipment and, if necessary, adapt the equipment, other auxiliary software and user environment used in that context and ensure the interoperability desired by the Customer.

- SCAPTA is not responsible for checking the accuracy and completeness of the results and data generated by the use of Kalena365. The Customer shall regularly verify these itself and take the necessary measures to prevent and limit the consequences of interruptions or shortcomings in Kalena365, or of damage to or loss of data. In no event shall SCAPTA be responsible for restoring corrupted or lost data.

- Kalena365 may be upgraded on a regular basis (upgrades to the Microsoft software are governed by Microsoft's applicable terms). SCAPTA may temporarily take the service, in whole or in part, out of operation for preventive, corrective or adaptive maintenance. SCAPTA shall not allow the downtime to last longer than necessary, shall where possible schedule it outside office hours and, depending on the circumstances, shall start it after notifying the Customer.

- The payment term for Kalena365 is 8 days. SCAPTA reserves the right to revise the prices for Kalena365 subject to 3 months' prior notice to the Customer.

- Escrow: at the Customer's request, SCAPTA may place the Kalena365 functionalities in escrow with an escrow agent to be agreed between the Parties. The costs of the escrow shall be borne by the Customer.

- The following articles of the GTC do not apply to Kalena365: 11.2 (*backup*), 11.3 (*hardware and software environment*), 12.1 up to and including 12.4 (*term and termination*).

- Microsoft's terms apply:

Trust center: https://www.microsoft.com/en-us/trustcenter/default.aspx

Specifiek voor Dynamics 365: https://www.microsoft.com/en-us/trustcenter/cloudservices/dynamics365

GDPR: https://www.microsoft.com/en-us/trustcenter/privacy/gdpr/solutions#dynamics-365

SLA: https://port.crm.dynamics.com/portal/static/1033/sla.htm

Backup & Restore: https://technet.microsoft.com/en-us/library/mt748060.aspx

Datacenters: https://www.microsoft.com/online/legal/v2/en-us/MOS_PTC_Geo_Boundaries.htm

Service Health: https://support.office.com/en-us/article/How-to-check-Office-365-service-health-932ad3ad-533c-418a-b938-6e44e8bc33b0?ui=en-US&rs=en-US&ad=US

Annex: SCAPTA Software License Terms

SCAPTA SOFTWARE LICENSE TERMS

These license terms ("agreement") are an agreement between SCAPTA NV, Kempische Steenweg 293, bus 38, 3500 Hasselt (Belgium), company number VAT-BE-0634.869.948 or, as the case may be, and you. Please read these terms carefully. They apply to the Scapta Software named above, which includes the media on which you received it, if any. The terms also apply to any updates, supplements, Internet-based services, and support services for the software, unless other terms accompany those items. If so, those terms apply.

By installing, having installed, subscribing to, or using the software, you accept this agreement. If you do not accept this agreement, do not install, have installed, subscribe to, or use the software.

The Microsoft Software License Terms apply to software or software components that are licensed from SCAPTA together with the SCAPTA Software. With respect to Definitions and Types of User Licenses as used in this agreement, the corresponding sections in the Microsoft Software License Terms apply.

If you comply with this agreement, you have the rights below for each license you acquire for the software.
a. Licensing. The software is licensed based on (i) the number of copies of ERP solution that you install on premises or use on a hosted basis; (ii) the number of your users that access the ERP solution; and (iii) additional ERP components you license.

b. License Model. The software is licensed under two models:
· Perpetual License Model – Under this model, you have licensed the software under perpetual license terms, as code that is installed on your premises or hosted for you by a third party acting as your agent ("Perpetual License Model"). Your rights to use the software are perpetual but may be revoked if you do not comply with the terms of this agreement.

· Subscription License Model – Under this model, you have licensed the software on a per user basis for a limited period, as further described in your agreement with your partner. The software may be installed on your premises with day to day management and control solely by your partner, or hosted by your partner or any third party providing services to you ("Subscription License Model"). If your license expires or terminates, your right to use the software will stop immediately. If you continue using the software after that, you could be held liable for infringement of intellectual property rights, which could result in significant damages being assessed against you or other legal remedies.

Modification Disclaimer. You may modify the software only as necessary to use it for your internal business purposes if you received it in source code form or you or any third party acting on your behalf have licensed tools from SCAPTA that allow you or that third party to modify the software's object code. You agree that SCAPTA is not responsible for any problems that result from modifications made by you, a partner, or any other third party acting on your behalf, or any problems that are caused by third party hardware or software. SCAPTA does not, and will not have any obligation to, provide technical or other support for any modifications to the software made by you, by a partner or by any other third party. SCAPTA does not make any representation, endorsement, guarantee or assurance of the suitability of the software for your business, the suitability of the partner or any other third party to create modifications or to implement the modifications or the software, or that any modification created, implemented, supported

and/or serviced by, for or on behalf of you or any third party will meet your business needs or operate successfully with the software. SCAPTA and its partners are independent entities and SCAPTA is not liable for nor bound by any acts of such business partners.

Complex Software. The software is complex computer software. Its performance will vary depending on your hardware platform, software interactions, the configuration of the software and other factors. The software is neither fault tolerant nor free from errors, conflicts or interruptions.

PRODUCT / LICENSE KEYS. The software requires a key to run or access it. A key may only be used to run or access the particular version of the software for which it was issued. You are responsible for the use of keys assigned to you. You must not duplicate or share the keys with third parties.

SCOPE OF LICENSE. The software is licensed, not sold. This agreement only gives you some rights to use the software. SCAPTA reserves all other rights. Unless applicable law or a separate written contract with SCAPTA gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may only use the software for your internal business purposes. You may not (i) work around any technical limitations in the software; (ii) reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation; (iii) circumvent the validation functions of the software; (iv) publish the software for others to copy; (v) rent, lease or lend the software; or (vi) use the software for commercial software hosting services.

Your rights to use the software may be revoked if you do not comply with the terms of this agreement. Rights to access the software do not give you any right to implement SCAPTA patents or other SCAPTA intellectual property in software or devices that access the server.

BACKUP COPY. To the extent technically possible, you may make multiple copies of the software for backup, development and testing purposes, so long as such copies are not used in production and the development or testing is for your internal business purpose only. Your backup copies may be hosted by a third party on your behalf.

LICENSE TRANSFER. You may not transfer the software without SCAPTA's prior written consent. If permitted, there may be additional charges for transferring the software to a third party. Nothing in this agreement prohibits the transfer of Software to the extent allowed under applicable law if the distribution right has been exhausted.

DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

DOWNGRADE. You have no rights to use earlier versions of the software under this license and SCAPTA is not obligated to supply earlier versions to you.

SUPPORT SERVICES. Support services and certain localizations and translations for the software will be described in the agreement with your partner.

DEFENSE OF INFRINGEMENT CLAIMS. SCAPTA will defend you against any claims made by an unaffiliated third party that the software infringes its patent, copyright or trademark, and will pay the amount of any resulting adverse final judgment (or settlement to which SCAPTA consents).

You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and SCAPTA will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance.
Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your use of the software after SCAPTA notifies you to discontinue use due to such a claim; (ii) your combining the software with a non-SCAPTA product (hardware, software or service), data or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-SCAPTA product, data or business process; (iv) your altering or modifying the software, including any modifications by third parties; (v) your distribution of the software to, or its use for the benefit of, any third party; (vi) your use of SCAPTA trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than SCAPTA or its affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. You will reimburse us for any costs or damages that result from these actions.
If SCAPTA receives information concerning an infringement or misappropriation claim related to the software, SCAPTA may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the software, or (ii) modify the software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the software immediately. If, as a result of an infringement or misappropriation claim, your use of the software is enjoined by a court of competent jurisdiction, SCAPTA will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate this license.
If any other type of third party claim is brought against you regarding SCAPTA's intellectual property, you must notify us promptly in writing. SCAPTA may, at its option, choose to treat these claims as being covered by this section. This section provides your exclusive remedy for third party copyright, patent or trademark infringement and trade secret misappropriation claims.

LIMITATION ON AND EXCLUSION OF DAMAGES. You can recover from SCAPTA and its suppliers only direct damages up to the amount you paid for the software except for infringement claims covered by the section above. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

VERIFYING COMPLIANCE.
a. Right to verify compliance. You are required to keep records (including proof of purchase) relating to the software you use under this agreement. SCAPTA has the right to verify compliance with this agreement, at SCAPTA's expense. You agree to provide reasonable cooperation in the event of a compliance audit, including by allowing SCAPTA, on request, to access the usage report as a tool in conducting the audit.
b. Verification process and limitations. To verify compliance with the terms of this Agreement, SCAPTA will engage an independent accountant from an internationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, SCAPTA can require you to complete SCAPTA's self-audit questionnaire relating to the software you use under this agreement, but reserves the right to use a verification process as set out above.
c. Verification frequency. If SCAPTA undertakes verification and does not find material unlicensed use (license shortage of 5% or more), then SCAPTA will not undertake another verification of the same entity for at least one year.
d. Use of Results. SCAPTA and SCAPTA's auditors will use the information obtained in compliance verification only to enforce SCAPTA's rights and to determine whether you are in compliance with the

terms of this agreement. By invoking the rights and procedures described above, SCAPTA does not waive its rights to enforce this agreement or to protect its intellectual property by any other means permitted by law.

e. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use, you must promptly order sufficient licenses to cover your use. If material unlicensed use is found, you must reimburse SCAPTA for the costs SCAPTA has incurred in verification and acquire the necessary additional licenses at single retail license cost within 30 days.

LIMITED WARRANTY

If you follow the instructions, the software will perform substantially as described in the SCAPTA materials that you receive in or with the software.

The limited warranty covers the software for one year after acquired by the first user. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If the first user transfers the software, the remainder of the warranty will apply to the recipient.

This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond SCAPTA's reasonable control.

REMEDY FOR BREACH OF WARRANTY. SCAPTA will repair or replace the software at no charge. If SCAPTA cannot repair or replace it, SCAPTA will refund the amount shown on your receipt for the software. It will also repair or replace supplements, updates and replacement software at no charge. If SCAPTA cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any media and other associated materials to SCAPTA with proof of purchase.

NO OTHER WARRANTIES. The limited warranty is the only direct warranty from SCAPTA. SCAPTA gives no other express warranties, guarantees or conditions. Where allowed by applicable law, SCAPTA excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement.

These SCAPTA SOFTWARE LICENSE TERMS are subject to Belgian law. The courts of Hasselt shall have jurisdiction for any disputes and controversies arising from these terms.